Table of Contents

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

FORM 20-F

(Mark One)

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

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

For the fiscal year ended _____

OR

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

For the transition period from _____ to _____

OR

☒ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of event requiring this shell company report June 10, 2022

Commission file number 001-38235

NaaS Technology Inc.
(Exact Name of Registrant as Specified in Its Charter)

N/A
(Translation of Registrant's Name into English)

Cayman Islands
(Jurisdiction of Incorporation or Organization)

Newlink Center, Area G, Building 7, Huitong Times Square,
No.1 Yaojiayuan South Road, Chaoyang District, Beijing, 100024, The People's Republic of China
(Address of Principal Executive Offices)

Copies to:

Lei Zhao
Newlink Center, Area G, Building 7,
Huitong Times Square,
No.1 Yaojiayuan South Road, Chaoyang District,
Beijing 100024 China
Telephone: +86 (10) 8551 1066
(Name, Telephone, Email and/or Facsimile Number and Address of Company Contact Person)

Shu Du, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
c/o 42/F, Edinburgh Tower, The Landmark
15 Queen's Road Central
Hong Kong
+852 3740-4700

Securities registered or to be registered pursuant to Section 12(b) of the Act.

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
American depositary shares, each representing 10 Class A ordinary shares, par value US$0.01 per share	**NAAS**	**Nasdaq Capital Market**
Class A ordinary shares, par value US$0.01 per share*		

* Not for trading, but only in connection with the listing of American depositary shares on the Nasdaq Capital market.

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

None
(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act.

None
(Title of Class)

Indicate the number of outstanding shares of each of the Company's classes of capital or common stock as of the close of the period covered by the annual report: 494,048,037 Class A ordinary shares, par value US$0.01 per share, 248,888,073 Class B ordinary shares, par value US$0.01 per share, and 1,398,659,699 Class C ordinary shares, par value US$0.01 per share, as of the date of this Shell Company Report on Form 20-F.

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

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

Note—Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Emerging growth company	☒

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

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

U.S. GAAP ☐	International Financial Reporting Standards as issued by the International Accounting Standards Board ☒	Other ☐

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

(APPLICABLE ONLY TO COMPANIES INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Section 12, 13, or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. ☐ Yes ☐ No

TABLE OF CONTENTS

INTRODUCTION

In this Shell Company Report on Form 20-F, unless otherwise indicated or unless the context otherwise requires:

- "ADS" means American depositary share, each representing 10 ordinary shares, par value US$0.01 per share, as listed on Nasdaq under the symbol "NAAS."
- "CAC" means the Cyberspace Administration of China.
- "China" or "PRC" refers to the People's Republic of China, excluding, for the purpose of this Shell Company Report on Form 20-F only, Taiwan, Hong Kong, and Macau.
- "CIC" means China Insights Industry Consultancy Limited, an independent research firm who was commissioned to provide certain information regarding our industry and our market position in this Shell Company Report on Form 20-F.
- "Class A ordinary share" means each of our Class A ordinary share, par value $0.01 per share.
- "Class B ordinary share" means each of our Class B ordinary share, par value $0.01 per share.
- "Class C ordinary share" means each of our Class C ordinary share, par value $0.01 per share.
- "Code" means the U.S. Internal Revenue Code of 1986, as amended.
- "CSRC" means the Chinese Securities Regulatory Commission.
- "COVID-19" means SARS-CoV-2 or COVID-19, and any evolutions thereof.
- "Dada Auto" means Dada Auto Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands.
- "DCFC" means direct current fast charger with 30kW power output or more.
- "dedicated charger" or "dedicated DCFC" means non-DCFC EV charger or DCFC, as applicable, that is dedicated to public utility vehicles or used exclusively by government agencies, corporations, or other specific groups of users.
- "Effective Time" means the effective time of the Merger, which was on June 10, 2022.
- "end-users" means EV drivers, being the end-users of our EV charging services.
- "EV" means electric vehicle.
- "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.
- "IFRS" means International Financial Reporting Standards as issued by the International Accounting Standards Board. "IRS" means the U.S. Internal Revenue Service.
- "JOBS Act" means the United States Jumpstart Our Business Startups Act of 2012.
- "*Kuaidian*" means the Kuaidian mobile application, and Kuaidian Weixin mini-program, each of which connects EV drivers with charging stations and charging piles.
- "Merger" or "Mergers" has the meaning ascribed to it in "Part I – Brief Introduction."

- "Merger Agreement" has the meaning ascribed to it in "Part I – Brief Introduction."
- "NaaS" means (i) prior to the completion of the Restructuring, subsidiaries of Newlink that provided EV charging services in China, and (ii) upon and after the completion of the Restructuring, Dada Auto and its subsidiaries;
- "Nasdaq" means The Nasdaq Stock Market LLC.
- "Newlink" means Newlinks Technology Limited, an exempted company incorporated with limited liability incorporated under the laws of the Cayman Islands.
- "non-private charger" means either public charger or dedicated charger.
- "ordinary share" means (i) each of our ordinary share, par value $0.01 per share, outstanding immediately prior to the Effective Time, and (ii) each of our Class A ordinary share, Class B ordinary share, and Class C ordinary share, par value $0.01 per share, outstanding upon and after the Effective Time.
- "PCAOB" means the Public Company Accounting Oversight Board.
- "private charger" means privately owned EV charger that is dedicated to private cars and for personal or family use.
- "public charger" or "public DCFC" means non-DCFC EV charger or DCFC, as applicable, that is installed in public area and accessible to the general public, and excludes, for the avoidance of doubt, dedicated charger.
- "Renminbi" or "RMB" refers to the legal currency of China, and "US$" or "U.S. dollars" refers to the legal currency of the United States.
- "Restructuring" means the series of transactions that NaaS completed to restructure its organization and its EV charging service business, as described in greater detail in "Item 4. Information on the Company—A. History and Development of the Company."
- "RISE" refers to RISE Education Cayman Ltd, an exempted company incorporated with limited liability under the laws of the Cayman Islands, and, if applicable, its consolidated subsidiaries.
- "SEC" means the United States Securities and Exchange Commission.
- "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.
- "Transactions" has the meaning ascribed to it in "Part I – Brief Introduction."
- "VIE" means variable interest entity.
- "we," "us," "our," "our company," or the "Company" means, upon and after consummation of the Mergers, NaaS Technology Inc. and its subsidiaries and, prior to the consummation of the Mergers, RISE Education Cayman Ltd and its consolidated subsidiaries.

FORWARD-LOOKING INFORMATION

This Shell Company Report on Form 20-F contains forward-looking statements that reflect our current expectations and views of future events. These statements are made under the "safe harbor" provisions of the U.S. Private Securities Litigation Reform Act of 1995. Known and unknown risks, uncertainties and other factors, including those included in "Item 3. Key Information—D. Risk Factors," may cause our actual results, performance, or achievements to be materially different from those expressed or implied by the forward-looking statements.

You can identify these forward-looking statements by terminology such as "may," "might," "will," "would," "expect," "anticipate," "aim," "estimate," "intend," "plan," "believe," "is/are likely to," "potential," "continue," or other similar expressions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy and financial needs. These forward-looking statements may include statements relating to, among other things:

- our goals and strategies;
- our future business development, financial conditions and results of operations;
- our ability to continuously develop new technology, services and products and keep up with changes in the industries in which we operate;
- the expected growth of China's EV charging industry and EV charging service industry and our future business development;
- our expectations regarding demand for and market acceptance of our products and services;
- our ability to protect and enforce our intellectual property rights;
- our ability to attract and retain qualified executives and personnel;
- the ongoing COVID-19 pandemic and the effects of government and other measures seeking to contain its spread;
- U.S.-China trade war and its effect on our operation, fluctuations of the RMB exchange rate, and our ability to obtain adequate financing for our planned capital expenditure requirements;
- our expectations regarding our relationships with end-users, customers, suppliers and other business partners;
- our ability to achieve anticipated benefits of the Mergers;
- competition in our industry;
- relevant government policies and regulations related to our industry; and
- fluctuations in general economic and business conditions in China and globally.

These forward-looking statements involve various risks and uncertainties. Although we believe that our expectations expressed in these forward-looking statements are reasonable, our expectations may later be found to be incorrect. Our actual results could be materially different from our expectations. Important risks and factors that could cause our actual results to be materially different from our expectations are generally set forth in "Item 3. Key Information—D. Risk Factors," "Item 4. Information on the Company—B. Business Overview," "Item 5. Operating and Financial Review and Prospects," and other sections in this Shell Company Report on Form 20-F. You should read thoroughly this Shell Company Report on Form 20-F and the documents that we refer to in this Shell Company Report on Form 20-F with the understanding that our actual future results may be materially different from and worse than what we expect. We qualify all of our forward-looking statements by these cautionary statements.

We operate in an evolving environment. New risk factors and uncertainties emerge from time to time and it is not possible for our management to predict all risk factors and uncertainties, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

You should not rely on forward-looking statements as predictions of future events. The forward-looking statements made in this Shell Company Report on Form 20-F relate only to events or information as of the date on which the statements are made in this Shell Company Report on Form 20-F. We undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.

PART I

Brief Introduction

On February 8, 2022, RISE entered into an Agreement and Plan of Merger (the "Merger Agreement") with NaaS, one of the largest and fastest growing electric vehicle charging service providers in China, Dada Merger Sub Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and wholly-owned subsidiary of RISE ("Merger Sub"), and Dada Merger Sub II Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and wholly owned subsidiary of RISE ("Merger Sub II"), pursuant to which Merger Sub was to merge (the "Merger") with and into NaaS, with NaaS surviving as the surviving entity (the "Surviving Entity"), followed by the merger (the "Second Merger," collectively with the Merger, the "Mergers") of the Surviving Entity with and into Merger Sub II, with Merger Sub II surviving as a wholly-owned subsidiary of RISE. Shareholders of NaaS were to exchange all of the issued and outstanding shares of NaaS immediately prior to the Merger for newly issued shares of RISE in a transaction exempt from the registration requirements under the Securities Act of 1933. A copy of the Merger Agreement was attached as Annex A to the proxy statement furnished as Exhibit 99.2 to our Current Report on Form 6-K filed with the SEC on April 4, 2022 and incorporated herein by reference.

The Mergers and all transactions contemplated by the Merger Agreement and plans of merger (the "Transactions") were consummated on June 10, 2022. Upon consummation of the Transactions, NaaS became our wholly-owned subsidiary. We changed our name from "RISE Education Cayman Ltd" to "NaaS Technology Inc." and our ticker from "REDU" to "NAAS" and assumed and began conducting the principal business of NaaS.

Immediately prior to the Transactions, we were a shell company as defined in Rule 12b-2 under the Exchange Act. Prior to becoming a shell company, we were a junior English Language Training provider in China. As a result of the Transactions, we ceased to be a shell company. Pursuant to relevant rules under the Exchange Act, we are required to disclose the information in this Shell Company Report on Form 20-F that would be required to be disclosed if we were registering securities under the Exchange Act.

Item 1. Identity of Directors, Senior Management and Advisers

A. Directors and Senior Management

Our board of directors was reconstituted in conjunction with the consummation of the Mergers. Upon the consummation of the Mergers, our board of directors and senior management consisted of the following individuals:

Name	Position/Title	Business Address
Zhen Dai	Chairman of the Board of Directors and Director	c/o Newlink Center, Area G, Building 7, Huitong Times Square, No.1 Yaojiayuan South Road, Chaoyang District, Beijing, People's Republic of China
Yang Wang	Chief Executive Officer and Director	c/o Newlink Center, Area G, Building 7, Huitong Times Square, No.1 Yaojiayuan South Road, Chaoyang District, Beijing, People's Republic of China
Weilin Sun	Director	c/o Newlink Center, Area G, Building 7, Huitong Times Square, No.1 Yaojiayuan South Road, Chaoyang District, Beijing, People's Republic of China
Zhongjue Chen	Director	Suite 2501, Level 25, One Pacific Place, 88 Queensway, Hong Kong
Bin Liu	Director	8F, Beijing Shougang International Building, Xizhimen North Street, Haidian District, Beijing, People's Republic of China
Guangming Ren	Independent Director	12-2 Lang Yueyuan, Yayun Xinxin Jiayuan, Chaoyang District, Beijing, People's Republic of China
Xiaoli Liu	Independent Director	Room 1902, Unit 1, Building 11, No. 8, Huamao City, Chaoyang District, Beijing, People's Republic of China
Lei Zhao	Chief Financial Officer	c/o Newlink Center, Area G, Building 7, Huitong Times Square, No.1 Yaojiayuan South Road, Chaoyang District, Beijing, People's Republic of China

B. Advisors

NaaS is advised by Skadden, Arps, Slate, Meagher & Flom LLP with respect to certain legal matters as to United States federal securities law and New York State law. China International Capital Corporation Hong Kong Securities Limited acted as the financial advisor to NaaS. RISE was advised by Kirkland & Ellis LLP with respect to certain legal matters as to United States federal securities law and New York State law. China Renaissance Securities (Hong Kong) Limited acted as the financial advisor to the audit committee of the board of directors of RISE.

C. Auditor

Our auditor is Centurion ZD CPA & Co., located at Unit 1304, 13/F, Two Harbourfront, 22 Tak Fung Street, Hunghom, Hong Kong, which audited the financial statements of NaaS for the years ended December 31, 2020 and 2021.

BDO China Shu Lun Pan Certified Public Accountants LLP, located at 3/F, 7th Building, No. 16 Xi Si Huan Zhong Road, Haidian District, Beijing 100039, China, audited the financial statements of RISE for the year ended December 31, 2021. Ernst & Young Hua Ming LLP, located at Oriental Plaza, No. 1 East Chang An Avenue, Dong Cheng District, Beijing 100738, China, served as RISE's auditor until its resignation in November 2021 and audited the financial statements of RISE for the years ended December 31, 2019 and 2020.

Item 2. Offer Statistics and Expected Timetable

Not applicable.

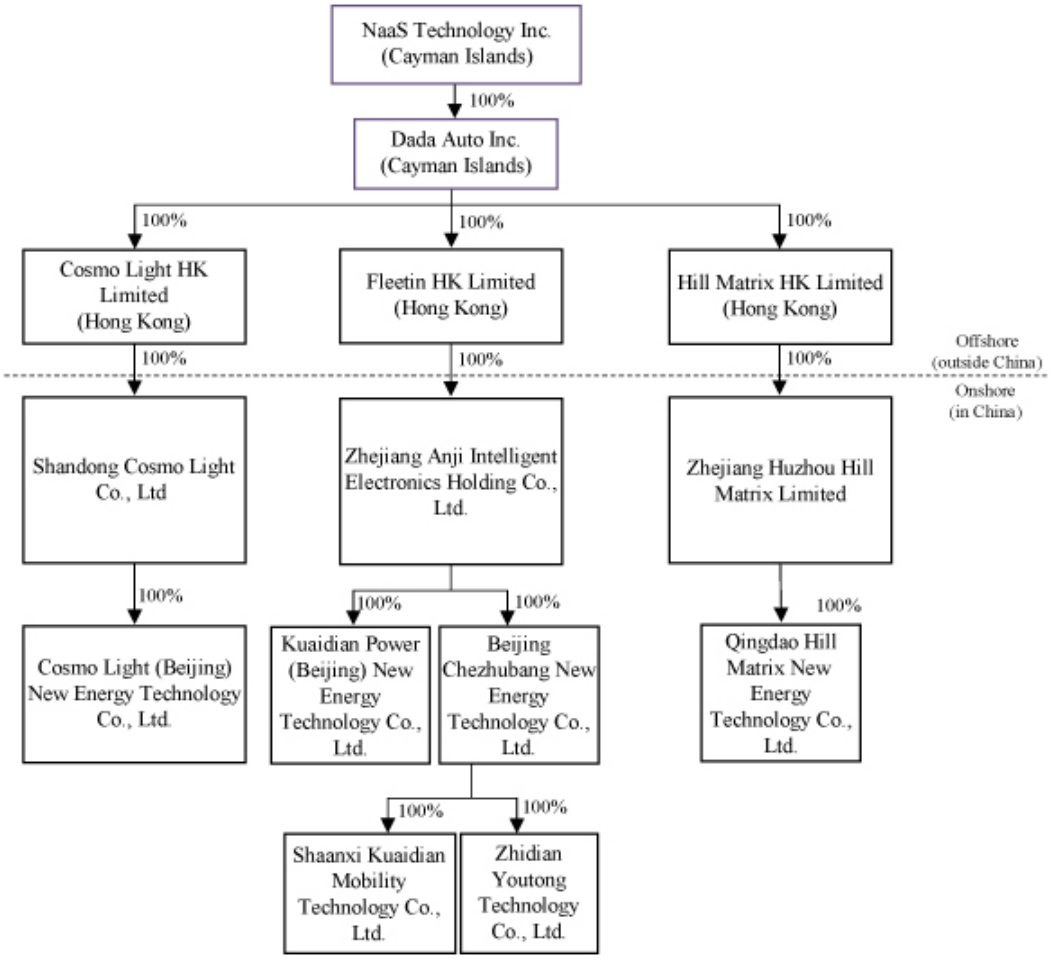
Item 3. Key Information

Our Holding Company Structure

NaaS Technology Inc. is not an operating company but a Cayman Islands holding company. Our operations are primarily conducted through our PRC subsidiaries. Investors in our ADSs thus are purchasing equity interest in a Cayman Islands holding company and not in an operating entity. As a holding company, NaaS Technology Inc. may rely on dividends from its subsidiaries for cash requirements, including any payment of dividends to our shareholders. The ability of our subsidiaries to pay dividends to NaaS Technology Inc. may be restricted by laws and regulations applicable to them or the debt they incur on their own behalf or the instruments governing their debt.

Historically, NaaS' EV charging service business in China was a part of Newlink's businesses and was primarily conducted through Kuaidian Power (Beijing) New Energy Technology Co., Ltd. ("Kuaidian Power Beijing") and its subsidiaries, which were subsidiaries of Newlink. In early 2022, NaaS entered into a series of transactions to restructure its organization and its EV charging service business (the "Restructuring"). As part of the Restructuring, Dada Auto, through a subsidiary, entered into contractual arrangements with Kuaidian Power Beijing, as a result of which Kuaidian Power Beijing initially became a VIE of Dada Auto, but such arrangements were terminated in April 2022 and Kuaidian Power Beijing ceased being a VIE of Dada Auto. Following the completion of the Restructuring, we do not have any VIE and we conduct our operations in China through our subsidiaries. For more information on our corporate history and the Restructuring, see "Item 4. Information on the Company—A. History and Development of the Company." As used in this Shell Company Report on Form 20-F, "we," "us," "our," or "our company" means, upon and after consummation of the Mergers, NaaS Technology Inc., a Cayman Islands exempted company with limited liability, and its subsidiaries, and, prior to the consummation of the Mergers, RISE Education Cayman Ltd, a Cayman Islands exempted company with limited liability, and its consolidated subsidiaries.

The following diagram illustrates our corporate structure, including our principal subsidiaries as of the date of this Shell Company Report on Form 20-F.



Risks Related to Doing Business in China

We face various risks and uncertainties relating to doing business in China. Our business operations are primarily conducted in China, and we are subject to complex and evolving PRC laws and regulations. For example, we face risks associated with regulatory approvals on overseas offerings, anti-monopoly regulatory actions, and oversight on cybersecurity and data privacy, as well as the lack of inspection on our auditors by the Public Company Accounting Oversight Board, or the PCAOB, which may impact our ability to conduct certain businesses, accept foreign investments, or list and conduct offerings on a stock exchange in the United States or other foreign country. These risks could result in a material adverse change in our operations and the value of our ADSs, significantly limit or completely hinder our ability to continue to offer securities to investors, or cause the value of such securities to significantly decline or become worthless. For a detailed description of risks relating to doing business in China, see "Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China."

The PRC government's significant authority in regulating our operations and its oversight and control over offerings conducted overseas by, and foreign investment in, China-based issuers could significantly limit or completely hinder our ability to offer or continue to offer securities to investors. Implementation of industry-wide regulations in this nature, such as data security or anti-monopoly related regulations, may cause the value of such securities to significantly decline or become worthless. For more details, see "Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—The PRC government has significant oversight over our business operation which, if exercised, could result in a material adverse change in our operations."

Risks and uncertainties arising from the legal system in China, including risks and uncertainties regarding the enforcement of laws and quickly evolving rules and regulations in China, could result in a material adverse change in our operations and the value of our ADSs. For more details, see "Item 3. Key Information—D. Risk Factors-Risks Related to Doing Business in China—Uncertainties with respect to the PRC legal system could adversely affect us."

The Holding Foreign Companies Accountable Act

The Holding Foreign Companies Accountable Act, or the HFCAA, was enacted on December 18, 2020. The HFCAA states that if the SEC determines that we have filed audit reports issued by a registered public accounting firm that has not been subject to inspection by the PCAOB for three consecutive years beginning in 2021, the SEC should prohibit our shares or ADSs from being traded on a national securities exchange or in the over-the-counter trading market in the United States. The independent registered public accounting firms that issue the audit reports included elsewhere in this Shell Company Report on Form 20-F are located in China, a jurisdiction where the PCAOB has been unable to conduct inspections without the approval of the Chinese authorities, and are not currently inspected by the PCAOB. This may impact our ability to remain listed on a United States or other foreign exchange. On May 20, 2022, we were identified as a "Commission Identified Issuer" under the HFCAA. The related risks and uncertainties could cause the value of our ADSs to significantly decline or become worthless. For more details, see "Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—The PCAOB is currently unable to inspect our auditors in relation to their audit work performed for the financial statements included elsewhere in this Shell Company Report on Form 20-F and the inability of the PCAOB to conduct inspections over our auditors deprives our investors of the benefits of such inspections" and "Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Our ADSs will be prohibited from trading in the United States under the Holding Foreign Companies Accountable Act, or the HFCAA, in 2024 if the PCAOB is unable to inspect or fully investigate auditors located in China, or in 2023 if proposed changes to the law are enacted. The delisting of our ADSs, or the threat of their being delisted, may materially and adversely affect the value of your investment."

Permissions Required from the PRC Authorities for Our Operations

We conduct our business primarily through our PRC subsidiaries. Our operations in China are governed by PRC laws and regulations. As of the date of this Shell Company Report on Form 20-F, our PRC subsidiaries have obtained the requisite licenses, permits, and registrations from the PRC government authorities that are material for their business operations in China. Given the uncertainties of interpretation and implementation of relevant laws and regulations and the enforcement practice by relevant government authorities, we may be required to obtain additional licenses, permits, registrations, filings or approvals for our business operations in the future. For more detailed information, see "Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—We may be required to obtain additional licenses in relation our ongoing business operations and subject to penalties for failing to obtain certain licenses with respect to our past operations."

Cash and Asset Flows through Our Organization

NaaS

NaaS Technology Inc. is a holding company with no operations of its own. We conduct our operations in China primarily through our PRC subsidiaries. As a result, although other means are available for us to obtain financing at the holding company level, NaaS Technology Inc.'s ability to pay dividends to the shareholders and to service any debt it may incur may depend upon dividends paid by our PRC subsidiaries. If any of our subsidiaries incurs debt on its own behalf in the future, the instruments governing such debt may restrict its ability to pay dividends to NaaS Technology Inc. Under PRC laws and regulations, our PRC subsidiaries are subject to certain restrictions with respect to payment of dividends or otherwise transfers of any of their net assets to us. Our PRC subsidiaries are permitted to pay dividends only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. PRC laws also require foreign-invested enterprises to set aside at least 10% of its after-tax profits as the statutory common reserve fund until the cumulative amount of the statutory common reserve fund reaches 50% or more of such enterprises' registered capital, if any, to fund its statutory common reserves, which are not available for distribution as cash dividends. Remittance of dividends by a wholly foreign-owned enterprise out of China is also subject to examination by the banks designated by the PRC State Administration of Foreign Exchange, or SAFE. These restrictions are benchmarked against the paid-up capital and the statutory reserve funds of our PRC subsidiaries. For risks relating to the fund flows of our operations in China, see "Item 3. Key Information—Risk Factors—Risks Related to Doing Business in China—We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiaries to make payments to us could have a material and adverse effect on our ability to conduct our business."

Prior to the Restructuring completed in early 2022, NaaS' EV charging service business in China was a part of Newlink's businesses and was primarily conducted through Newlink and its subsidiaries. See "Item 4. Information on the Company—A. History and Development of the Company."

In 2020 and 2021, (i) payments totaling RMB86.3 million and RMB279.8 million (US$43.9 million) were made among Newlink's subsidiaries that conducted NaaS' business arising from transactions conducted in connection with their respective operations; (ii) advances totaling RMB312.0 million and RMB497.9 million (US$78.1 million) were made among Newlink's subsidiaries that conducted NaaS' business; and (iii) no dividend or other distribution were made by any of the Newlink's subsidiaries that conducted NaaS' business.

Under PRC law, NaaS Technology Inc. and its offshore subsidiaries may provide funding to its PRC subsidiaries only through capital contributions or loans, subject to satisfaction of applicable government registration and approval requirements. Going forward, our subsidiaries intend to retain most, if not all, of their available funds and any future earnings. For PRC and United States federal income tax considerations of an investment in our ADSs and/or ordinary shares, see "Item 10. Additional Information—E. Taxation."

RISE

RISE was previously a provider of junior English language training in China. On December 28, 2021, RISE completed the sale of all of the equity interests in Rise (Tianjin) Education Information Consulting Co., Ltd. to Wuhan Xinsili Culture Development Co., Ltd. On December 30, 2021, RISE completed the sale of all of the equity interests in RISE Education International Limited and Rise IP (Cayman) Limited to Bain Capital Rise Education Cayman IV Limited, RISE's major shareholder. The foregoing sales represented the sale of substantially all of the assets of RISE and its subsidiaries. Immediately prior to the commencement of the Merger, RISE did not have any business operations.

A. Selected Financial Data

Financial Data of RISE

RISE did not generate revenues from continuing operations prior to the consummation of the Mergers and since it became a shell company. Overall, RISE incurred a net loss from continuing operations of RMB15.2 million, RMB17.6 million and a net income of RMB249.1 million (US$39.1 million) for the year ended December 31, 2019, December 31, 2020 and December 31, 2021, respectively. Since RISE's operations were primarily administrative, the net income from continuing operations relates entirely to the gain on troubled debt restructuring. RISE's audited consolidated financial statements for the years ended and as of December 31, 2019, 2020 and 2021 are included in this Shell Company Report on Form 20-F beginning on page F-1.

Financial Data of NaaS

The following selected combined statements of loss and other comprehensive loss for NaaS for the years ended December 31, 2020, and 2021 and the selected combined statements of financial position as of December 31, 2020 and 2021 have been derived from NaaS' audited combined financial statements, which are included in this Shell Company Report on Form 20-F beginning on page F-46.

NaaS' historical results are not necessarily indicative of results expected for any future periods. The selected combined financial data should be read in conjunction with NaaS' audited combined financial statements and related notes and "Item 5. Operating and Financial Review and Prospects" in this Shell Company Report on Form 20-F. NaaS' combined financial statements are prepared and presented in accordance with IFRS.

	For the year ended December 31,		
	2020	2021	
	RMB'000	RMB'000	US$'000
Selected combined statements of loss and other comprehensive loss			
Revenues, Gross	37,206	160,916	25,251
Online EV Charging Solutions	36,498	153,246	24,048
Offline EV Charging Solutions	565	7,060	1,107
Non-Charging Solutions and Other Services	143	610	96
Incentive to end-users	(31,374)	(143,142)	(22,462)
Revenues, Net	**5,832**	**17,774**	**2,789**
Other losses, net	**(19)**	**(1,402)**	**(220)**
Operating costs			
Cost of revenues	(8,625)	(18,863)	(2,960)
Selling and marketing expenses	(47,214)	(183,165)	(28,743)
Administrative expenses	(11,755)	(28,458)	(4,466)
Research and development expenses	(20,448)	(37,158)	(5,831)
Total operating costs	**(88,042)**	**(267,644)**	**(42,000)**
Operating loss	**(82,229)**	**(251,272)**	**(39,431)**
Finance income/(costs), net	89	(640)	(100)
Net loss before income tax	**(82,140)**	**(251,912)**	**(39,531)**
Income tax expenses	(42)	(398)	(62)
Net loss for the year	**(82,182)**	**(252,310)**	**(39,593)**
Basic and diluted loss per share for loss attributable to the ordinary equity holders of the Company (Expressed in RMB per share)			
Basic loss per share	(55,906)	(50,462)	(7,919)
Diluted loss per share	(55,906)	(50,462)	(7,919)

	As of December 31,		
	2020	2021	
	RMB'000	RMB'000	US$'000
Selected combined statements of financial position			
Cash and cash equivalents	3,665	8,726	1,369
Total current assets	48,358	126,964	19,923
Total assets	67,604	153,403	24,072
Total liabilities	57,840	128,334	20,138
Total equity	9,764	25,069	3,934

Currencies, Exchange Rates and Rounding

Our reporting currency is Renminbi. This Shell Company Report on Form 20-F contains translations from Renminbi to U.S. dollars solely for the convenience of the reader. Unless otherwise stated, all translations from Renminbi to U.S. dollars were made at a rate of RMB6.3726 to US$1.00, which was the certified noon buying rate in effect as of December 30, 2021, as set forth in the H.10 statistical release of The Board of Governors of the Federal Reserve System. The certified noon buying rate in effect as of June 10, 2022 was RMB6.7081 to US$1.00. We make no representation that any Renminbi or U.S. dollar amounts referred to in this Shell Company Report on Form 20-F could have been, or could be, converted to U.S. dollars or Renminbi, as the case may be, at any particular rate, or at all. The PRC government imposes control over its foreign currency reserves in part through direct regulation of the conversion of Renminbi into foreign exchange.

Any discrepancies in any table in this Shell Company Report on Form 20-F between the amounts identified as total amounts and the sum of the amounts listed therein are due to rounding.

B. Capitalization and Indebtedness

Below is a statement of our capitalization and indebtedness (including indirect and contingent indebtedness) as at December 31, 2021, showing our capitalization on a pro forma basis as if the Mergers had been completed as of that date. It is important that you read this table together with, and it is qualified by reference to, the audited consolidated financial statements of RISE and the audited combined financial statements of NaaS attached hereto starting on page F-1 and page F-46, respectively, of this Shell Company Report on Form 20-F.

	As of December 31, 2021							
	RISE		NaaS		Pro Forma Adjustments		Pro Forma Combined	
	RMB'000	US$'000	RMB'000	US$'000	RMB'000	US$'000	RMB'000	US$'000
Current liabilities								
Current lease liabilities	—	—	8,061	1,265	—	—	8,061	1,265
Trade payables	—	—	437	68	—	—	437	68
Other payables and accruals	8,625	1,353	107,440	16,860	8,624	1,353	124,689	19,566
Total current liabilities	**8,625**	**1,353**	**115,938**	**18,193**	**8,624**	**1,353**	**133,187**	**20,899**
Non-current liabilities								
Non-current lease liabilities	—	—	12,396	1,945	—	—	12,396	1,945
Other non-current liabilities	2,838	445	—	—	—	—	2,838	445
Convertible loan from related parties	108,334	17,000	—	—	(108,334)	(17,000)	—	—
Total non-current liabilities	**111,172**	**17,445**	**12,396**	**1,945**	**(108,334)**	**(17,000)**	**15,234**	**2,390**
Total liabilities	**119,797**	**18,798**	**128,334**	**20,138**	**(99,710)**	**(15,647)**	**148,421**	**23,289**
Equity								
Ordinary shares	6,964	1,093	— *	— **	129,511	20,323	136,475	21,416
Additional paid in capital	274,036	43,002	415,601	65,217	532,322	83,533	1,221,959	191,752
Accumulated losses	(403,149)	(63,263)	(390,532)	(61,283)	27,240	4,275	(766,441)	(120,271)
Accumulated other comprehensive income	33,007	5,181	—	—	(33,007)	(5,181)	—	—
Total equity	**(89,142)**	**(13,987)**	**25,069**	**3,934**	**656,066**	**102,950**	**591,993**	**92,897**
Total equity and liabilities	**30,655**	**4,811**	**153,403**	**24,072**	**556,356**	**87,303**	**740,414**	**116,186**

* Representing amount less than RMB1,000.
** Representing amount less than US$1,000.

C. Reasons For the Offer and Use of Proceeds

Not Applicable.

D. Risk Factors

Summary of Risk Factors

An investment in our ADSs involves significant risks. Below is a summary of material risks that we face, organized under relevant headings. These risks are discussed more fully in "Item 3. Key Information—D. Risk Factors."

Risks Related to Our Business and Industry

- NaaS is an early-stage company with a history of losses, and we expect to incur significant expenses and continuing losses for the near term.
- NaaS experienced rapid growth and we expect to invest in growth for the foreseeable future. If we fail to manage growth effectively, our business, operating results and financial condition could be adversely affected.
- NaaS has a limited operating history. NaaS recently restructured certain aspects of its corporate organization and business operations, adopted a new and unproven business model and expanded into new business segments, and we are subject to significant risks in relation to such transition.
- The EV charging industry and its technology are rapidly evolving and may be subject to unforeseen changes.
- We face intense competition, including from a number of companies in China, and expect to face significant competition in the future as the public EV charging service industry develops.
- Newlink exercises substantial influence over us. Our operation is dependent on our collaboration with Newlink.
- We rely on our collaborative arrangements with the operator of Kuaidian in delivering our EV charging solutions.
- Failure to effectively expand our sales and marketing capabilities could harm our ability to efficiently deliver our solutions, retain existing customers, increase our customer base, or achieve broader market acceptance of our solutions.
- We face risks related to pandemics and epidemics, including the coronavirus pandemic, natural disasters, terrorist activities, political unrest and military conflicts, which could disrupt our production, delivery, and operations and materially and adversely affect our business, financial condition, and results of operations.
- We currently have a concentrated customer base with a limited number of key customers. The loss of one or more of our key customers, or a failure to renew our agreements with one or more of our key customers, could adversely affect our results of operations and ability to market our products and services.
- Our future growth and success is highly correlated with and thus dependent upon the continuing rapid adoption of EVs for passenger and fleet applications.
- Demand for EVs may also be affected by factors directly impacting automobile prices or the cost of purchasing and operating automobiles, such as sales and financing incentives, prices of raw materials and parts and components, cost of fuel and governmental regulations, including tariffs, import regulation and other taxes. Volatility in demand may lead to lower vehicle unit sales, which may result in reduced demand for EV charging services and related solutions and therefore adversely affect our business, financial condition and operating results.
- Our business is subject to complex and evolving PRC laws and regulations regarding cybersecurity and data privacy.

Risks Related to Doing Business in China

- The PRC government has significant oversight over our business operation which, if exercised, could result in a material adverse change in our operations.
- Changes in China's economic, political or social conditions, or government policies could materially and adversely affect our business and operations.
- Uncertainties with respect to the PRC legal system could adversely affect us.

- The PCAOB is currently unable to inspect our auditors in relation to their audit work performed for the financial statements included elsewhere in this Shell Company Report on Form 20-F and the inability of the PCAOB to conduct inspections over our auditors deprives our investors of the benefits of such inspections.
- Our ADSs will be prohibited from trading in the United States under the Holding Foreign Companies Accountable Act, or the HFCAA, in 2024 if the PCAOB is unable to inspect or fully investigate auditors located in China, or in 2023 if proposed changes to the law are enacted. The delisting of our ADSs, or the threat of their being delisted, may materially and adversely affect the value of your investment.
- We may be required to obtain additional licenses in relation to our ongoing business operations and may be subject to penalties for failing to obtain certain licenses with respect to our past operations.
- The approval of and filing with the CSRC or other PRC government authorities may be required retrospectively in connection with the Mergers and the Transactions under PRC law, and, if required, it is uncertain whether such approval can be obtained or filing completed or how long it will take to obtain such approval or complete such filing.

Risks Related to Our ADSs

- Our multi-class share structure with different voting rights will significantly limit your ability to influence corporate matters and could discourage others from pursuing any change of control transactions that holders of the Class A ordinary shares and the ADSs may view as beneficial.
- The trading price of the ADSs is likely to be volatile, which could result in substantial losses to investors.
- We are a "controlled company" within the meaning of the Nasdaq Stock Market Rules, and as a result, may rely on exemptions from certain corporate governance requirements that provide protection to shareholders of other companies.
- We will not pay dividends for the foreseeable future, you must rely on price appreciation of the ADSs for return on your investment.
- Substantial future sales or perceived sales of the ordinary shares or ADSs in the public market could cause the price of the ADSs to decline.
- Your right to participate in any future rights offerings may be limited, which may cause dilution to your holdings, and you may not receive cash dividends if it is impractical to make them available to you.

Risks Related to Our Business and Industry

NaaS is an early-stage company with a history of losses, and we expect to incur significant expenses and continuing losses for the near term.

NaaS incurred net loss of RMB82.2 million and RMB252.3 million (US$39.6 million) in 2020 and 2021, respectively. We expect to continue to incur significant operating expenses and net losses for the near term and expect that our net loss will increase in 2022 compared with 2021. There can be no assurance that we will be able to achieve profitability in the future. Our potential profitability is particularly dependent upon the continued adoption of EVs by consumers and fleet operators, the widespread adoption of electric passenger and other vehicles and other electric transportation modalities, which may not occur.

NaaS experienced rapid growth and we expect to invest in growth for the foreseeable future. If we fail to manage growth effectively, our business, operating results and financial condition could be adversely affected.

NaaS had serviced more than 50, 200 and 800 charging station operators and more than 11,000, 17,000 and 30,000 charging stations as of December 31, 2019, 2020 and March 31, 2022, respectively. The total number of chargers accessible through its network increased substantially from 103,241 in 2019 to 165,073 in 2020 and reached 340,000 at March 31, 2022, representing an increase of 59.9% and 106.0% in 2020 and 2022Q1, respectively, and with more than 80% of the chargers being DCFCs as of March 31, 2022.

The growth and expansion of NaaS' business placed, and the continued growth and expansion of our business following the completion of the Mergers will continue to place, a significant strain on management, operations, financial infrastructure and corporate culture. We will need to continue to improve our operational, financial and management controls and reporting systems and procedures in order to manage growth in operations and personnel. Failure to manage growth effectively could result in loss of customers, difficulty in attracting new customers, declines in quality of products and services or in customer satisfaction, increases in costs, difficulties and delays in introducing new products and services or enhancing existing products and services, information security vulnerabilities or other operational difficulties, any of which could have adverse effect on our business, financial condition and results of operations.

NaaS has a limited operating history. NaaS recently restructured certain aspects of its corporate organization and business operations, adopted a new and unproven business model and expanded into new business segments, and we are subject to significant risks in relation to such transition.

NaaS launched its mobility connectivity services in 2019. Full station operation commenced in June 2020 and non-charging services were launched one month later. NaaS began to provide hardware procurement services in July 2020, and electricity procurement services in October 2020. NaaS further added SaaS products and services targeting EVs and station operation and maintenance to its portfolio of solutions in 2021.

Historically, NaaS' EV charging service business in China was primarily carried out through Newlink and its subsidiaries. Kuaidian Power Beijing also operated *Kuaidian*, the mobile application and the Weixin mini-program that connect EV drivers with charging stations and charging piles. In early 2022, NaaS entered into a series of transactions to restructure its organization and its EV charging service business, including transactions where (i) Dada Auto, through a subsidiary, entered into contractual arrangements with Kuaidian Power Beijing, as a result of which Kuaidian Power Beijing initially became a VIE of Dada Auto, but such arrangements were terminated in April 2022 and Kuaidian Power Beijing ceased being a VIE of Dada Auto, and (ii) the ownership of *Kuaidian* as well as the rights to access and use certain data generated by or in the possession of *Kuaidian* were transferred to a third party service provider. For more information on our corporate history and the Restructuring, see "Item 4. Information on the Company—A. History and Development of the Company."

As a result of the Restructuring, we do not have any VIE and we conduct our operations in China through our subsidiaries as of the date of this Shell Company Report on Form 20-F. We are subject to many risks associated with NaaS' limited operating history and the Restructuring. As a result of the divestment of the rights of NaaS in the operation of *Kuaidian* and related data, NaaS has been and we currently are in the process of, adjusting the business operations and model with respect to EV charging services. There is no assurance that such adjustment will be successful or will result in growth, revenue or profit. We may further experience a loss of continuity, loss of accumulated knowledge or loss of efficiency during the transitional period. Additionally, it is difficult to forecast the full impact of the Restructuring and it is uncertain whether the Restructuring will eventually be beneficial to us. We are also faced with risks and challenges with respect to our ability to:

- manage changes in our business operations following the Restructuring;
- navigate an evolving and complex regulatory environment;
- improve and maintain our operational efficiency;
- establish, retain and expand our customer base;
- successfully market our product and service offerings;
- attract, retain, and motivate talented employees;
- anticipate and adapt to changing market conditions and demands, including technological developments and changes in competitive landscape; and
- build a well-recognized and respected brand as we cease to conduct our business through *Kuaidian* or under the "Kuaidian" brand.

In addition, because we have a limited operating history and track record and operate in a rapidly evolving market, any predictions about our future revenues and expenses may not be as accurate as they would be if NaaS had had a longer operating history or operated in a more predictable market. NaaS encountered in the past, and we will continue to encounter in the future, risks and uncertainties frequently experienced by fast-growing companies with limited operating histories in rapidly changing industries. If our assumptions regarding these risks and uncertainties, which we use to plan and operate our business, are incorrect or outdated, or if we do not address these risks successfully, our results of operations could differ materially from expectations, and our business, financial condition and results of operations could be adversely affected.

The EV charging industry and its technology are rapidly evolving and may be subject to unforeseen changes.

The EV charging market is in its early stage and is constantly evolving. New demands and preferences continue to emerge from industry participants, especially from charging station operators and owners and EV drivers. The EV charging market in China is unique in the sense that there is overall a very high demand for public charging infrastructure due to the scarcity of private or residential charging facilities. The trend towards the primacy of public charging is expected to continue in China and our product and service offerings are tailored in anticipation of this market development. There is however no assurance that public charging will be or will remain as the predominant mode of charging in China and the possibility of a transition to private charging or battery swap as the primary mode of charging, following a change in end-user preference, legislative initiatives or otherwise, cannot be gainsaid. We will be tested on our ability to forecast and meet shifts in the market and to make timely adaptation of our product and service offerings. If we fail to do so, our business, operating results, prospects and financial condition will be adversely affected.

The EV charging industry is also characterized by rapid technological change, which will require us to continue to innovate in our product and service offerings. Any delays in such development could adversely affect market acceptance of our solutions. Our future success will depend upon our ability to develop and introduce a variety of new capabilities and innovations to our product and service offerings, to address the changing needs of the EV charging market. As new products and services are introduced, gross margins tend to decline in the near term and improve as the product and services become more mature and gain traction in the market. As EV and EV charging technologies change, we may need to upgrade our technologies, software and other product and service offerings in order to serve vehicles that have the latest technology, which could involve substantial costs. Even if we are able to keep pace with changes in technology and develop new products and services, our research and development expenses could increase, our gross margins could be adversely affected in some periods and our prior products could become obsolete more quickly than expected. There is no guarantee that any new products or services will be released in a timely manner, or at all, or achieve market acceptance. Delays in this respect could damage our relationships with customers and lead them to seek alternative providers. If we are unable to devote adequate resources to innovate and meet customer requirements on a timely basis or to remain competitive with technological alternatives, our products and services could lose market share, our revenue will decline, our may experience higher operating losses and our business and prospects could be adversely affected.

We face intense competition, including from a number of companies in China, and expect to face significant competition in the future as the public EV charging service industry develops.

The public EV charging service market is relatively new and competition is still developing.

We primarily compete with other EV charging service providers. Some charging station operator customers in China require solutions not yet available and the continuous arrival of new players in this market heightens the need for us to develop and maintain our competitive edge. In addition, there are multiple competitors in China with limited funding or capabilities, which could cause poor experiences, hampering overall EV adoption or trust in that particular provider or the EV charging service market as a whole.

Because the public EV charging service market is relatively nascent, our charging station operator customers and we have been and are expected to continue exploring different business models and innovate our product and service offerings. Our station operator customers are launching products and services that compete with our offerings and may continue to do so in the future. In addition, station operators will seek to acquire and connect with end-users directly and reduce their reliance on third-party EV charging service provider like us. They may also be able to drive out EV charging service providers like us from a certain geography by dominating or monopolizing EV charging services in that locale.

There are also other means for charging EVs in China, which could affect the level of demand for public charging capabilities at charging stations. For example, certain EV OEMs have built and will continue to build their own supercharger network across China for their EVs, which could reduce overall demand for EV charging services at other sites or eliminate the need for services from third-party EV charging service provider all together. Also, third-party contractors can provide basic electric charging capabilities to potential customers seeking to have on premise EV charging capability as well as for home charging. In addition, many charger manufacturers and EV OEMs are offering home charging equipment, which could reduce demand for public charging infrastructure if EV owners find charging at home to be sufficient.

Further, our current or potential competitors may be acquired by third-parties with greater available resources or gain access to the capital markets for additional funding. As a result, competitors may be able to respond more quickly and effectively than us to new or changing opportunities, technologies, standards or customer requirements and may have the ability to initiate or withstand substantial price competition. In addition, competitors may in the future establish cooperative relationships with vendors of complementary products, technologies or services to increase the availability of their solutions in the marketplace. This competition may also materialize in the form of costly intellectual property disputes or litigation.

New competitors or alliances may emerge in the future that have greater market share, more widely adopted proprietary technologies, greater marketing expertise and greater financial resources, which could put us at a competitive disadvantage. Future competitors could also be better positioned to serve certain segments of our current or future target markets, which could create price pressure. In light of these factors, such current or potential customers may accept competitive solutions. If we fail to adapt to changing market conditions or to continue to compete successfully with current charging service providers or new competitors, our growth will be limited which would adversely affect our business and results of operations.

Newlink exercises substantial influence over us. Our operation is dependent on our collaboration with Newlink.

As of the date of this Shell Company Report on Form 20-F, Newlink has the right to vote 91.5% of our ordinary shares and has substantial influence over our affairs. We also rely on certain services provided by and cooperative arrangements entered into with Newlink and we benefit significantly from the strong market position, industrial insights, brand recognition and extensive upstream and downstream resources of Newlink.

There is no assurance that we will continue to maintain the same collaborative arrangements with or receive the same level of support from Newlink. Any failure by Newlink to perform its obligations under these arrangements or any change to Newlink's own business, including its future operational needs, results of operations and cash flow and capital expenditure requirements, could affect our arrangements with Newlink or the level of support that Newlink is able or willing to offer to us, which in turn could have a material adverse effect on our business, financial condition, results of operations and cash flows. In addition, to our knowledge, Newlink intends to distribute some or all of the ordinary shares of ours that it owns to its shareholders, which could significantly reduce its shareholding. In the event that Newlink ceases to be a significant shareholder of ours as a result of such distribution, our collaborative relationship with Newlink may suffer, and Newlink may reduce the level of support it affords us or otherwise take actions that are not in our best interests or the best interests of our other shareholders, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

We rely on our collaborative arrangements with the operator of Kuaidian in delivering our EV charging solutions.

We benefit significantly from and we are expected to continue relying on *Kuaidian*'s existing user base and services for our mobility connectivity services, referring end-users connected to *Kuaidian* to our charging station operator customers.

Historically, Kuaidian Power Beijing operated *Kuaidian*. As part of the Restructuring, the ownership of *Kuaidian* as well as the rights to access and use certain data generated by or in the possession of *Kuaidian* have been transferred to a third-party service provider as of the date of this Shell Company Report on Form 20-F. NaaS entered into a business cooperation agreement with the third-party service provider pursuant to which NaaS will receive certain services from such operator in relation to the delivery of EV charging solutions for an initial term of five years. There is however no assurance that we will continue to maintain the same collaborative arrangements with or receive the same level of services from the third-party service provider. If this arrangement is terminated or expires without renewal, or if the third-party service provider fails to perform its obligations under this arrangement or decides to conduct its business or operate *Kuaidian* in a way that is detrimental to our business interests, there would be a material adverse effect on our results of operations, business, financial condition, and prospects.

Our results of operation and future profitability are and will remain highly dependent on the success of our online EV charging solutions.

Our results of operation and future profitability are and will continue to substantially depend on the commercial success and market acceptance of our online EV charging solutions. As a result of such dependence, a significant decline in the demand for or pricing of our online EV charging solutions would have a material adverse effect on our business, operating results and financial condition. Any decline in the market demand for these solutions or any failure to timely improve our solutions or introduce new solutions could have a material adverse effect on our business, financial condition and results of operations. To the extent that our EV charging solutions do not meet customer expectations, in terms of quality, cost or otherwise, our future profitability may be materially and adversely affected. There can also be no assurance that we will be able to broaden our product and service portfolio or reduce our reliance on online EV charging solutions.

Failure to effectively expand our sales and marketing capabilities could harm our ability to efficiently deliver our solutions, retain existing customers, increase our customer base, or achieve broader market acceptance of our solutions.

Our ability to efficiently deliver our solutions, retain existing customers, grow our customer base, achieve broader market acceptance, grow revenue, and achieve and sustain profitability will depend, to a significant extent, on our ability to effectively expand our sales and marketing operations and activities. Sales and marketing expenses represent a significant percentage of our total revenue, and our operating results will suffer if sales and marketing expenditures do not contribute significantly to increasing revenue.

We are and we expect to be dependent on our in-house business development team to identify new charging station operator customers and explore near-term and long-term opportunities and convert them into our customers. We expect to continue expanding our direct business development force but we may not be able to recruit or retain a sufficient number of qualified personnel, which may adversely affect our ability to expand our business development capabilities. New hires require significant training and time before they achieve full productivity, particularly in new sales territories. Furthermore, hiring business development personnel in new regions can be costly, complex and time-consuming, and requires additional set up and upfront costs that may be disproportionate to the initial revenue expected from those countries. There is significant competition for qualified business development personnel with strong sales skills and technical knowledge. Our ability to achieve significant revenue growth in the future will depend, in large part, on our success in recruiting, training, incentivizing and retaining a sufficient number of qualified business development personnel and on such personnel attaining desired productivity levels within a reasonable amount of time.

We also seek to improve the efficiency of our mobility connectivity services and attract more station operators and end-users to join our network through a variety of online and offline marketing and branding activities and promotions targeting end-users and other users of our EV charging network. This continues to require us to improve our marketing approaches and experiment with new marketing methods to keep pace with industry developments and end-user preferences. Failure to refine our existing marketing strategies or to introduce new marketing activities in a cost-effective manner could reduce our customer mindshare, lower the effectiveness of the EV charging solutions we provide to our station operator customers and negatively impact our revenues, and consequently affect our profitability.

Our business will be harmed if we fail to continue investing in our sales and marketing capabilities or if our continuing investment does not generate a proportionate increase in revenue.

We rely on marketing, branding and promotional activities to maintain, enhance and protect our reputation and brand recognition, expand our business and improve the efficiency of our solutions, which activities may be costly and may not be effective.

We believe that maintaining and enhancing our reputation and brand recognition is critical to our relationships with both our end-users and our station operator customers. We seek to improve the efficiency of our mobility connectivity services and attract more station operators to join our network through a range of marketing, branding and promotional activities that target our end-users.

The promotion of our brand may require us to make substantial investments, including incentives offered to end users, and we anticipate that, as the market becomes increasingly competitive, these marketing initiatives may become increasingly difficult and expensive. Our marketing activities may not be successful or yield increased revenue, and to the extent that these activities yield increased revenue, the increased revenue may not offset the expenses we incur and our results of operations could be harmed. If we scale back our marketing activities or if our marketing efforts or the channels we use to promote our products and services become less effective, or if our competitors decide to devote more resources to marketing activities, we may fail to attract new end-users or station operators or to retain our existing end-users or station operators, in which case our business, operating results and financial condition, would be materially and adversely affected.

We face risks related to pandemics and epidemics, including the coronavirus pandemic, natural disasters, terrorist activities, political unrest and military conflicts, which could disrupt our production, delivery, and operations and materially and adversely affect our business, financial condition, and results of operations.

Global pandemics, epidemics in China or elsewhere in the world, or fear of the spread of contagious diseases, such as coronavirus disease 2019 (COVID-19), Middle East respiratory syndrome, Ebola virus disease, severe acute respiratory syndrome, H1N1 flu, H7N9 flu, and avian flu, as well as hurricanes, earthquakes, tsunamis, and other natural disasters could disrupt our business operations, reduce or restrict our supply of materials and services, require us to incur significant costs to protect our employees and facilities, and result in regional or global economic distress, which could materially and adversely affect our business, financial condition, and results of operations.

Actual or threatened war, terrorist activities, political unrest, civil strife, and other geopolitical uncertainty could have a similar adverse effect. Any one or more of these events may hamper our operation and adversely affect our sales results, potentially for a prolonged period of time, which could materially and adversely affect our business, financial condition, and results of operations.

The COVID-19 pandemic in particular, including the actual or contemplated imposition or return of stringent restrictions on commerce or social gatherings, has created significant volatility in the global economy. Global trade conditions and consumer trends that have originated during the pandemic continue and are expected to persist and may have a long-lasting adverse impact on us and the EV charging service industry in general.

Particularly, the pandemic has resulted in government authorities, including the PRC government, implementing numerous measures to try to contain the virus, such as travel bans and restrictions, quarantines, stay-at-home or shelter-in-place orders and business shutdowns. These measures have reduced and will continue to reduce the demand for transportation in general and as a consequence also lower the demand for EV charging services. Due to slowed economic activities, end-users have also become more price-sensitive and we may be required to dish out more incentives and expend more resources on marketing activities to help generate more charging transactions for our charging station customers.

We may take further actions as may be required by government authorities or that we determine are in the best interests of our employees, customers, suppliers, vendors and business partners. There is no certainty that such actions will be sufficient to mitigate the risks posed by the pandemic or otherwise be satisfactory to government authorities. If significant portions of our workforce are unable to work effectively, including due to illness, quarantines, social distancing, government actions or other restrictions in connection with the COVID-19 pandemic, our operations will be negatively impacted. In addition, measures imposed by governments, may adversely impact our employees and operations and the operations of our customers, suppliers, vendors and business partners.

All of the foregoing measures may remain in place for a significant period of time.

Disruptions in the manufacturing, delivery and overall supply chain of vehicle manufacturers and suppliers, such as exacerbated port congestion and intermittent supplier shutdowns and delays, have resulted in additional costs and, to a lesser extent, component shortages, and have led to fluctuations in the growth of EV sales in markets around the world. Any sustained downturn in the demand for EVs would also harm our business. Increased demand for personal electronics has also created a shortfall of semiconductor chips, which has caused additional supply challenges both within and outside of the EV and EV charging industry.

The effect of the COVID-19 pandemic on our business, prospects and results of operations will depend on the direction and duration of current global trends and their sustained impact. Difficult macroeconomic conditions, such as decreases in per capita income and level of disposable income, increased and prolonged unemployment or a decline in consumer confidence as a result of the COVID-19 pandemic, as well as reduced level of transportation activities or lowered spending by businesses, could have a material adverse effect on the demand for our products and services.

We are and expect to remain vulnerable to natural disasters and other calamities, the occurrence of which could give rise to interruptions, damage to property, breakdowns, system failures, technology platform failures, or internet failures, which could cause the loss or corruption of data or malfunctions of software or hardware as well as adversely affect our business, financial condition, and results of operations.

We currently have a concentrated station operator customer base with a limited number of key station operator customers. The loss of one or more of our key station operator customers, or a failure to renew our agreements with one or more of our key station operator customers, could adversely affect our results of operations and ability to market our products and services.

NaaS derived a substantial portion of its revenue from a limited number of key station operator customers. Although we plan to expand and diversify our station operator customer base, we still expect to be reliant on our major station operator customers. For the years ended December 31, 2021, NaaS' top five station operator customers accounted for approximately 48% of its net revenue. In addition, a substantial number of charging stations on our network are operated under a franchise business model offered by one of our key station operator customer. These stations are connected to our network via our key station operator customer and we have no direct business relationship with their operators.

We expect that a substantial portion of our net revenue will continue to be derived from a relatively limited number of station operator customers. If we were to lose any of our key station operator customers, or if any of such customers experiences lower sales or lower charging volume, decides to conduct its business in a way that is not aligned with our business interests, or take other actions that are detrimental to our interests, there could be a material adverse effect on our results of operations, business, financial condition, and prospects. Key station operator customers may also seek, and on occasion receive, pricing, payment or other commercial terms that are less favorable to us and can hurt our competitive position.

Our future growth and success is highly correlated with and thus dependent upon the continuing rapid adoption of EVs for passenger and fleet applications.

Our future growth is highly dependent upon the adoption of EVs by businesses and consumers. The market for EVs is still rapidly evolving, characterized by rapidly changing technologies, competitive pricing and competitive factors, evolving government regulation and industry standards and changing consumer demands and behaviors, changing levels of concern related to environmental issues and governmental initiatives related to climate change and the environment generally. Although the demand for EVs has grown in recent years, there is no guarantee of continuing future demand. If the market for EVs develops more slowly than expected, or if the demand for EVs decreases, our business, prospects, financial condition and operating results would be harmed. The market for EVs could be affected by numerous factors, such as:

- perceptions about EV features, quality, safety, performance and cost;
- perceptions about the limited range over which EVs may be driven on a single battery charge;

- competition, including from other types of alternative fuel vehicles, plug-in hybrid electric vehicles and high fuel-economy internal combustion engine vehicles;
- volatility in the cost of oil and gasoline;
- concerns regarding the stability of the electrical grid;
- the decline of EV battery's ability to hold a charge over time;
- availability of service for EVs;
- consumers' perception about the convenience and cost of charging EVs;
- increases in fuel efficiency;
- government regulations and economic incentives, including adverse changes in, or expiration of, favorable tax incentives related to EVs, EV charging stations or decarbonization generally;
- relaxation of government mandates or quotas regarding the sale of EVs; and
- concerns about the future viability of EV manufacturers.

In addition, sales of vehicles in the automotive industry can be cyclical, which may affect growth in the acceptance of EVs. It is uncertain how macroeconomic factors will impact demand for EVs, particularly since they can be more expensive than traditional gasoline-powered vehicles, when the automotive industry globally has been experiencing a recent decline in sales. Although China is currently one of the world's major automotive markets, there have been fluctuations in terms of year-over-year growth in sales volume recently for passenger vehicles in general as well as for EVs. It cannot be predicted how the consumer demand for EVs and for passenger vehicles in general will develop in the future. COVID-19 also had a significant adverse impact on EV sales and automobile sales in general in China. Amid the market slowdown, certain automakers operating in China have suffered declining performance or financial difficulties. If the consumer demand for EVs in China abates, our business, financial condition and results of operations could be materially and adversely affected.

Demand for EVs may also be affected by factors directly impacting automobile prices or the cost of purchasing and operating automobiles, such as sales and financing incentives, prices of raw materials and parts and components, cost of fuel and governmental regulations, including tariffs, import regulation and other taxes. Volatility in demand may lead to lower vehicle unit sales, which may result in reduced demand for EV charging services and related solutions and therefore adversely affect our business, financial condition and operating results.

The EV market in China has benefited from the availability of rebates, tax credits and other financial incentives from governments, utilities and others to offset the purchase or operating cost of EVs and EV charging stations. Any reduction, modification, or elimination of such benefits could cause reduced demand for EVs and EV charging services, which would adversely affect our financial results.

Our growth benefits from PRC government policies at central and local levels that favor the adoption of EVs and expansion of EV charging stations.

The PRC government has been implementing strict vehicle emission standards for internal combustion engine vehicles. Certain municipal governments in China impose quotas and lottery or bidding systems to limit the number of license plates issued to internal combustion engine vehicles, but exempt qualified EVs from these restrictions to incentivize the development of the EV market.

The PRC government also provides incentives to end-users and purchasers of EVs and EV charging stations in the form of tax exemptions, subsidies, other financial incentives and preferential utility rates for charging facilities. The EV market relies on these governmental rebates, tax credits and other financial incentives to significantly lower the effective price of EVs and EV charging services to end-users. However, these incentives may expire on a particular date, end when the allocated funding is exhausted, or be reduced or terminated as a matter of regulatory or legislative policy. As an example, the PRC central government has recently implementing a phase-out schedule for the subsidies provided for purchasers of certain EVs. On December 31, 2021, the Ministry of Finance, the Ministry of Industry and Information Technology (the "MIIT"), the Ministry of Science and Technology and the National Development and Reform Commission jointly issued the Notice on the Promotion and Application of Financial Subsidy Policies for New Energy Vehicles in 2022. According to the notice, the level of subsidy for new energy vehicles will be reduced by 30% in 2022 compared with 2021. The notice also stipulates that the subsidy for new energy vehicle purchases will terminate on December 31, 2022, and vehicles registered after December 31, 2022 will no longer be entitled to any government subsidy. The termination or scaling back of any governmental support or incentive could adversely affect our business, financial condition and operating results.

Our business is subject to complex and evolving PRC laws and regulations regarding cybersecurity and data privacy.

Historically, our PRC subsidiary, Kuaidian Power Beijing, operated *Kuaidian*. As part of the Restructuring, the ownership of *Kuaidian* as well as the rights to access and use certain data generated by or in the possession of *Kuaidian* have been transferred to a third-party service provider as of the date of this Shell Company Report on Form 20-F. NaaS entered into a business cooperation agreement with the third-party service provider, pursuant to which NaaS will receive certain services from such operator in relation to the delivery of EV charging solutions.

We and the third-party service provider face challenges with respect to the complex and evolving laws and regulations regarding cybersecurity and data privacy in China, including without limitation, the PRC Criminal Law, PRC Civil Code, PRC Cybersecurity Law, PRC Data Security Law, and PRC Personal Information Protection Law. These laws and regulations mandate the protection of the confidentiality, integrity, availability, and authenticity of the information of end-users. While we believe the third-party service provider has adopted information security policies and deployed measures to implement the policies, there could be compromise or breach of its information system due to increased level of expertise of hackers or otherwise. If the third-party service provider is unable to protect its systems, and hence the information stored in its systems, from unauthorized access, use, disclosure, disruption, modification, or destruction, such problems or security breaches could cause the termination or suspension of the business of the third-party service provider or otherwise result in material adverse impact on its operations and thereby its collaborative arrangement with us. This could in turn have material adverse impact on our business, prospects, financial condition and operating results.

The PRC Criminal Law, as most recently amended on November 1, 2015, prohibits institutions, companies and their employees from selling or otherwise illegally disclosing a PRC citizen's personal information obtained during the course of performing duties or providing services, or obtaining such information through theft or other illegal ways. On November 7, 2016, the Standing Committee of the National People's Congress of the PRC issued the Cyber Security Law of the PRC (the "Cyber Security Law"), which became effective on June 1, 2017. Pursuant to the Cyber Security Law, network operators must not collect users' personal information without their consent and may only collect users' personal information necessary to the provision of services. Providers are also obligated to provide security maintenance for their products and services and to comply with provisions regarding the protection of personal information as stipulated under the relevant laws and regulations. The Civil Code of the PRC (issued by the National People's Congress of the PRC on May 28, 2020, and effective from January 1, 2021) provides the main legal basis for privacy and personal information infringement claims under Chinese civil law.

PRC regulators have been increasingly focused on regulation in areas of data security and data protection. The PRC regulatory requirements regarding cybersecurity are constantly evolving. For instance, various regulatory bodies in China, including the CAC, the MIIT, the Ministry of Public Security and the State Administration for Market Regulation, have enforced data privacy and protection laws and regulations with varying and evolving standards and interpretations. In addition, certain internet platforms in China have reportedly been subject to heightened regulatory scrutiny in relation to cybersecurity matters.

In April 2020 the Chinese government promulgated the Cybersecurity Review Measures (the "2020 Cybersecurity Review Measures"), which came into effect on June 1, 2020. On December 28, 2021, the Chinese government promulgated the amended Cybersecurity Review Measures (the "2022 Cybersecurity Review Measures"), which came into effect on February 15, 2022. According to the 2022 Cybersecurity Review Measures, (i) critical information infrastructure operators' purchase of network products and services and internet platform operators' data processing activities shall be subject to cybersecurity review in accordance with the 2022 Cybersecurity Review Measures if such activities affect or may affect national security; and (ii) internet platform operators holding personal information of more than one million users and seeking to have their securities listed on a stock exchange in a foreign country are required to file for cybersecurity review with the Cybersecurity Review Office. Under the Regulation on Protecting the Security of Critical Information Infrastructure promulgated by the State Council on July 30, 2021, effective September 1, 2021, "critical information infrastructure" is defined as important network facilities and information systems in important industries and fields, such as public telecommunication and information services, energy, transportation, water conservancy, finance, public services, e-government and national defense, science, technology and industry, as well as other important network facilities and information systems that, in case of destruction, loss of function or leak of data, may severely damage national security, the national economy and the people's livelihood and public interests. As of the date of this Shell Company Report on Form 20-F, neither we nor the third-party service provider has been informed by any PRC governmental authority that we or it operates any "critical information infrastructure."

The 2022 Cybersecurity Review Measures provides, among others, that: (i) internet platform operators who are engaged in data processing are also subject to the regulatory scope; (ii) the CSRC is included as one of the regulatory authorities for purposes of jointly establishing the state cybersecurity review mechanism; (iii) internet platform operators holding personal information of more than one million users and seeking to have their securities list on a stock exchange in a foreign country shall file for cybersecurity review with the Cybersecurity Review Office; (iv) the risks of core data, important data or large amounts of personal information being stolen, leaked, destroyed, damaged, illegally used or illegally transmitted to overseas parties and the risks of critical information infrastructure, core data, important data or large amounts of personal information being influenced, controlled or used maliciously by foreign governments and any cybersecurity risk associated with a company's listing on a stock exchange shall be collectively taken into consideration during the cybersecurity review process; and (v) critical information infrastructure operators and internet platform operators covered by the 2022 Cybersecurity Review Measures shall take measures to prevent and mitigate cybersecurity risks in accordance with the requirements therein. On November 14, 2021, the CAC released the draft Administrative Regulation on Network Data Security for public comments through December 13, 2021 (the "Draft Administrative Regulation on Network Data Security"). Under the Draft Administrative Regulation on Network Data Security, (i) data processors, i.e., individuals and organizations who can decide on the purpose and method of their data processing activities at their own discretion, that process personal information of more than one million individuals shall apply for cybersecurity review before listing in a foreign country; (ii) overseas data processors shall carry out annual data security evaluation and submit the evaluation report to the municipal cyberspace administration authority; and (iii) where the data processor undergoes merger, reorganization or subdivision that involves important data and personal information of more than one million individuals, the transaction shall be reported to the authority in-charge at the municipal level (by data processor or data recipient).

As of the date of this Shell Company Report on Form 20-F, neither we nor the third-party service provider has been directed by any PRC governmental authority to apply for cybersecurity review, or received any inquiry, notice, warning, sanction in such respect or been denied permission from any Chinese authority with respect to the listing on a stock exchange in any foreign country, the Mergers or the Transactions. However, as the PRC government has the authority and discretion to interpret and implement these laws and regulations and there remains uncertainty in the interpretation and enforcement of relevant PRC cybersecurity laws and regulations, there is no assurance that we or the third-party service provider will not be deemed to be subject to PRC cybersecurity review requirements under the 2022 Cybersecurity Review Measures or the Draft Administrative Regulations on Network Data Security (if enacted) as a critical information infrastructure operator or an internet platform operator that is engaged in data processing activities that affect or may affect national security or holds personal information of more than one million users, nor can it be assured that we or the third-party service provider would be able to pass any cybersecurity review if required. In addition, we and the third-party service provider could become subject to enhanced cybersecurity review or investigations launched by PRC regulators in the future pursuant to any new laws, regulations or policies. Any failure or delay in the completion of the cybersecurity review or any other non-compliance with applicable laws and regulations may result in fines, suspension of business, prospects, website closure, revocation of business licenses or other penalties, as well as reputational damage or legal proceedings or actions against us or the third-party service provider, which may have a material adverse effect on our business, financial condition and results of operations.

On June 10, 2021, the Standing Committee of the National People's Congress of the PRC, promulgated the PRC Data Security Law, which became effective in September 2021. The PRC Data Security Law imposes data security and privacy obligations on entities and individuals carrying out data activities, and introduces a data classification and hierarchical protection system based on the importance of data in economic and social development and the degree of harm it will cause to national security, public interests or the rights and interests of individuals or organizations when such data is tampered with, destroyed, leaked or illegally acquired or used. The PRC Data Security Law also provides for a national security review procedure for data activities that may affect national security and imposes export restrictions on certain data and information. On August 20, 2021, the Standing Committee of the National People's Congress promulgated the Personal Information Protection Law, effective November 1, 2021. The Personal Information Protection Law clarifies the required procedures for personal information processing, the obligations of personal information processors, and individuals' personal information rights and interests. The Personal Information Protection Law provides that, among other things, (i) the processing of personal information is only permissible under certain circumstances, such as prior consent from the subject individual, fulfillment of contractual and legal obligations, furtherance of public interests or other circumstances prescribed by laws and regulations; (ii) the processing of personal information should be conducted in a disciplined manner with as little impact on individuals' rights and interests as possible, and (iii) excessive collection of personal information is prohibited. In particular, the Personal Information Protection Law provides that personal information processors should ensure the transparency and fairness of automated decision-making based on personal information, refrain from offering unreasonably differentiated transaction terms to different individuals and, when sending commercial promotions or information updates to individuals selected through automated decision-making, simultaneously offer such individuals an option not based on such individuals' specific characteristics or a more convenient way for such individuals to turn off such promotions.

On October 29, 2021, the CAC released the Draft Measures on Data Export Security Assessment (the "Draft Security Assessment Measures") for public comments through November 28, 2021, which provides for the scope of data that will be subject to security assessment when being exported, including (i) personal information and important data collected and generated by a critical information infrastructure operator; (ii) any important data that is to be exported; (iii) personal information from a data processor that has processed personal information of one million individuals or more; (iv) information from a data processor that in aggregate has exported personal information of over 100,000 individuals or sensitive personal information of over 10,000 individuals; and (v) such other information prescribed by the CAC. As its provisions and anticipated adoption or effective date are subject to change, and the interpretation and implementation measures remain uncertain, there is no assurance that the final rules will not have material adverse effect on the business operations of the third-party service provider or on us.

On February 10, 2022, the MIIT, issued the Administrative Measures for Data Security in the Field of Industry and Information Technology (Trial) (Second Draft) (the "Draft Data Security Measures in the IT Field"), which stipulates that all businesses which handle data in the field of industry and informatization in China are required to categorize such information as "ordinary," "important" or "core" and businesses processing "important" or "core" data shall comply with certain filing and reporting obligations. Data in the field of industry and informatization includes industrial data, telecoms data and radio data. "Industrial data" refers to information gathered and produced in the process of R&D, design, production and manufacturing, operation management, operation and maintenance, platform operation and other processes in all sectors and fields of industry. "Telecoms data" refers to information gathered and produced in the operation of telecommunications businesses. "Radio data" refers to radio frequency, radio station and other radio parameter data generated and collected in the operation of radio businesses. The Draft Data Security Measures in the IT Field also provides that the provision of "important" or "core" data to a foreign party requires a security assessment of the cross-border data transfer (by relevant PRC authorities), and no data in the field of industry or informatization stored in China can be provided to foreign regulatory authorities without the approval of the MIIT. If the Draft Data Security Measures in the IT Field, once issued, mandates a review process for the provision of "important" or "core" data to foreign parties, there are uncertainties as to whether any of the services received and used in our business will be implicated, and if so implicated, whether any such services can be provided to or by us. However, given that both the Draft Data Security Measures in the IT Field and the Draft Security Assessment Measures are published for public comments only, it remains uncertain as to whether and in what form would the final measures will be issued. It cannot be assured that these measures, once issued, would not have a material adverse effect on our business, prospects, financial condition or results of operations.

Regulatory requirements on cybersecurity and data privacy are evolving and can be subject to varying interpretations or significant changes. While NaaS transferred the ownership of *Kuaidian* as well as the rights to access and use certain data generated by or in the possession of *Kuaidian* to the third-party service provider, there is no guarantee that the current security measures and operations of ours and of the third-party service provider are and will remain compliant with applicable laws, and we and the third-party service provider, in the event of non-compliance, may be imposed with penalties, including fines, suspension of business, and revocation of required licenses, which could materially and adversely affect our business, prospects, financial condition and operating results.

We rely on the service of our founders and certain members of our executive management team, and the loss of any of them may adversely affect our operations. Further, if we are unable to attract or retain key employees and hire qualified management, technical, engineering and sales personnel, our ability to compete and successfully grow our business would be harmed.

Our continued success is and will continue to depend to a significant extent on the efforts and abilities of Mr. Zhen Dai, Ms. Yang Wang and Mr. Lei Zhao, serving as our chairman of board of directors, chief executive officer and chief financial officer, respectively, and each of whom is and will continue to be actively engaged in our management and determines our strategic direction. The departure of any of the foregoing key individuals from or their reduced attention to us could have a material adverse effect on our operations, financial condition and operating results. Ms. Wang also serves as president of Newlink, and may not be able to devote her full efforts to our affairs.

We are and will continue to be dependent upon the services of members of our executive management team. Our future performance will also depend on their continued services and continuing contributions to formulate and execute our business plan and to identify and pursue new opportunities and product innovations. The loss of services of any of these individuals, or the ineffective management of any leadership transitions could significantly delay or prevent the achievement of our development and strategic objectives, which could adversely affect our business, financial condition, and operating results.

Our success also depends, in part, on the continuing ability to identify, hire, attract, train and develop and retain highly qualified personnel. The inability to recruit and retain qualified personnel in the future, could have an adverse effect on our business and financial condition. Competition for employees can be intense and the ability to attract, hire and retain them will depend on our ability to provide competitive compensation. We may not be able to attract, assimilate, develop or retain qualified personnel in the future.

We may need to raise additional funds and these funds may not be available when needed, if at all.

We may need to raise additional capital in the future to further scale and expand our business. We may raise additional funds through the issuance of equity, equity-related or debt securities, or through obtaining credit from government or financial institutions. There is no certainty that additional funds will be available on favorable terms when required, or at all. If additional funds cannot be obtained when needed, our financial condition, results of operations, business and prospects could be materially and adversely affected. If we raise funds through the issuance of debt securities or through loan arrangements, the terms of which could require significant interest payments, contain covenants that restrict our business, or other unfavorable terms. In addition, to the extent we raise funds through the sale of additional equity securities, our shareholders would experience additional dilution.

We expect to incur research and development costs in and to devote significant resources to the development of new products and services, which could significantly reduce our profitability and may never result in revenue.

Our future growth depends on penetrating new markets, adapting existing products and services to new applications and customer requirements, and introducing new products and services that achieve market acceptance. We plan to incur significant research and development costs in the future as part of our efforts to design, develop and market new products and services and enhance existing products and services. NaaS' research and development expenses were RMB20,448 for the fiscal year ended December 31, 2020 and RMB37,158 (US$5,831) for the fiscal year ended December 31, 2021, respectively, and we are expected to incur greater research and development expenses in the future. Further, our research and development program may not produce successful results, and our new products may not achieve market acceptance, create additional revenue or become profitable.

We may not be able to adequately establish, maintain, protect and enforce our intellectual property and proprietary rights or prevent others from unauthorized use of our technology and intellectual property rights, which could harm our business and competitive position and also make us subject to ligations brought by third parties.

Our intellectual property is an essential asset of our business and such intellectual property forms an essential part of our asset. Failure to adequately protect such intellectual property rights could result in our competitors offering similar products and services, potentially resulting in the loss of our competitive advantage and a decrease in our revenue, which would adversely affect our business prospects, financial condition and operating results. Our success depends on the ability to protect our core technology and intellectual property. We expect to rely on a combination of intellectual property rights, such as patents, trademarks, copyrights and trade secrets (including know-how), in addition to employee and third-party nondisclosure agreements, intellectual property licenses and other contractual rights, to establish, maintain, protect and enforce our rights in our technology, proprietary information and processes. Intellectual property laws and our procedures and restrictions will provide only limited protection and any of our intellectual property rights may be challenged, invalidated, circumvented, infringed or misappropriated. If we fail to protect our intellectual property rights adequately, we may lose an important advantage in the markets in which we compete. While we are expected to take measures to protect our intellectual property, such efforts may be insufficient or ineffective, and any of our intellectual property rights may be challenged, which could result in them being narrowed in scope or declared invalid or unenforceable. Other parties may also independently develop technologies that are substantially similar or superior. We may also be forced to bring claims against third parties, or defend claims that they may bring against us, to determine the ownership of what we regard as our intellectual property. However, the measures we will take to protect our intellectual property from unauthorized use by others may not be effective and there can be no assurance that our intellectual property rights will be sufficient to protect against others offering products, services or technologies that are substantially similar or superior to those of ours and that compete with our business.

Litigation may be necessary in the future to enforce our intellectual property rights and to protect our trade secrets. Our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property. Any litigation initiated concerning the violation by third parties of our intellectual property rights is likely to be expensive and time-consuming and could lead to the invalidation of, or render unenforceable, our intellectual property, or could otherwise have negative consequences for us. Furthermore, it could result in a court or governmental agency invalidating or rendering unenforceable our patents or other intellectual property rights upon which the suit is based. We will not be able to protect our intellectual property if we are unable to enforce our rights or if we fail to detect unauthorized use of our intellectual property. Our inability to protect our proprietary technology against unauthorized copying or use, as well as any costly litigation or diversion of our management's attention and resources, could delay the introduction and implementation of new technologies. Moreover, policing unauthorized use of technologies, trade secrets and intellectual property may be difficult, expensive and time-consuming. If we fail to meaningfully establish, maintain, protect and enforce our intellectual property and proprietary rights, our business, operating results and financial condition could be adversely affected.

We may need to defend against intellectual property infringement or misappropriation claims, which may be time-consuming and expensive.

From time to time, the holders of intellectual property rights may assert their rights and urge us to take licenses, and/or may bring suits alleging infringement, misappropriation or other violation of such rights. There can be no assurance that we will be able to mitigate the risk of potential suits or other legal demands by competitors or other third-parties. Accordingly, we may consider entering into licensing agreements with respect to such rights, although no assurance can be given that such licenses can be obtained on acceptable terms or that litigation will not occur, and such licenses and associated litigation could significantly increase our operating expenses. In addition, if we are determined to have or believe there is a high likelihood that we have infringed upon, misappropriated or otherwise violated a third party's intellectual property rights, we may be required to cease making, selling or incorporating certain key components or intellectual property into the products and services we offer, to pay substantial damages and/or royalties, to redesign our products and services, and/or to establish and maintain alternative branding. In addition, to the extent that our customers and business partners become the subject of any allegation or claim regarding the infringement, misappropriation or other violation of intellectual property rights related to our products and services, we may be required to indemnify such customers and business partners. If we were required to take one or more such actions, our business, prospects, operating results and financial condition could be materially and adversely affected. In addition, any litigation or claims, whether or not valid, could result in substantial costs, negative publicity and diversion of resources and management attention.

Unpatented proprietary technology, trade secrets, processes and know-how are relied on.

We rely on proprietary information (such as trade secrets, know-how and confidential information) to protect intellectual property that may not be patentable, or that we believe is best protected by means that do not require public disclosure. We expect to protect this proprietary information by entering into confidentiality agreements, or consulting, services or employment agreements that contain non-disclosure and non-use provisions with our employees, consultants, contractors, scientific advisors and third parties. However, there is no guarantee that we will enter into such agreements with each party that has or may have had access to our trade secrets or proprietary information and, even if entered into, these agreements may be breached or may otherwise fail to prevent disclosure, third-party infringement or misappropriation of our proprietary information, may be limited as to their term and may not provide an adequate remedy in the event of unauthorized disclosure or use of proprietary information. We will have limited control over the protection of trade secrets used by our third-party manufacturers and suppliers and could lose future trade secret protection if any unauthorized disclosure of such information occurs. In addition, our proprietary information may otherwise become known or be independently developed by our competitors or other third parties. To the extent that our employees, consultants, contractors and other third parties use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and failure to obtain or maintain protection for our proprietary information could adversely affect our competitive business position. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor or other third party, we would have no right to prevent them from using that trade secret. If any of our trade secrets were to be disclosed (whether lawfully or otherwise) to or independently developed by a competitor or other third party, our business, operating results, and financial condition will be materially and adversely affected.

We utilize open-source software, which may pose particular risks and could be harmful.

We utilize open-source software to develop our products and services. Some open-source software licenses require those who distribute open-source software as part of their own software products to publicly disclose all or part of the source code to such software product or to make available any modifications or derivative works of the open-source code on unfavorable terms or at no cost. This could result in our proprietary software being made available in the source code form and/or licensed to others under open-source licenses, which could allow our competitors or other third parties to use our proprietary software freely without spending the development effort, and which could lead to a loss of the competitive advantage of our proprietary technologies and, as a result, sales of our products and services. The terms of many open-source licenses have not been interpreted by courts, and there is a risk that open-source software licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to provide or distribute our products or services or retain ownership of our proprietary intellectual property. Additionally, we could face claims from third parties claiming ownership of, or demanding release of, the open-source software or derivative works that we developed using such software, which could include our proprietary source code, or otherwise seeking to enforce the terms of, or alleging breach of, the applicable open-source license. These claims could result in litigation and could require us to make our proprietary software source code freely available, purchase a costly license, or cease offering the implicated products or services unless and until our can re-engineer them to avoid breach of the applicable open-source software licenses or potential infringement. This re-engineering process could require us to expend significant additional research and development resources and may not be successful.

Additionally, the use of certain open-source software can lead to greater risks than use of third-party commercial software, as open-source licensors generally do not provide warranties or controls on the origin of software. There is typically no support available for open-source software, the authors of such open-source software may not implement or push updates to address security risks and may abandon further development and maintenance. Many of the risks associated with the use of open-source software, such as the lack of warranties or assurances of title, non-infringement or performance, cannot be eliminated, and could, if not properly addressed, negatively affect our business. Any of these risks could be difficult to eliminate or manage, and, if not addressed properly, could adversely affect our ownership of proprietary intellectual property, the quality and security of our services and products, or our business, results of operations and financial condition.

We depend on the information systems of our own and those of third parties for the effective delivery and performance of our products and services, and the overall effective and efficient functioning of our business. Failure to maintain or protect our information systems and data integrity effectively could harm our business, financial condition and results of operations.

We depend on our information systems for the effective and efficient functioning of our business, as well as for accounting, data storage, compliance, purchasing and inventory management. Our and our third-party collaborator's information systems may be subject to computer viruses, ransomware or other malware, attacks by computer hackers, failures during the process of upgrading or replacing software, databases or components thereof, damage or interruption from fires or other natural disasters, hardware failures, telecommunication failures and user errors, among other malfunctions and other cyber-attacks. We and our third-party collaborators could be subject to an unintentional event that involves a third-party gaining unauthorized access to our systems, which could disrupt our operations, corrupt our data or result in release of confidential information. Any attempts by cyber attackers to disrupt our or our third-party collaborators' services or systems, if successful, could harm our business, introduce liability to data subjects, result in the misappropriation of funds, be expensive to remedy, subject us to substantial fines, penalties, damages and other liabilities under applicable laws and regulations, lead to a loss of protection of our intellectual property or trade secrets and damage our reputation or brand. Additionally, theft of our intellectual property or proprietary business information could require substantial expenditures to remedy and even then may not be able to be remedied in full. We may have been and going forward will continue to be the target of events of this nature as cybersecurity threats have been rapidly evolving in sophistication and becoming more prevalent in the industry. Third parties upon whom we rely or with whom we have business relationships, including our customers, collaborators, suppliers, and others are subject to similar risks that could potentially have an adverse effect on our business.

In the event we or our third-party collaborators experience significant disruptions, we may, despite having developed emergency plans for security incidents, be unable to repair such systems in an efficient and timely manner. Accordingly, such events may disrupt or reduce the efficiency of our entire operation and harm our business, financial condition and results of operations. Insurance may not be sufficient to cover significant expenses and losses related to cyber-attacks. Our information systems require an ongoing commitment of significant resources to maintain, protect and enhance. Efforts to prevent cyber attackers from entering computer systems are expensive to implement, and we may not be able to cause the implementation or enforcement of such preventions with respect to our third-party vendors. Though it is difficult to determine what, if any, harm may directly result from any specific interruption or attack, any failure to maintain performance, reliability, security and availability of systems and technical infrastructure may, in addition to other losses, harm our reputation, brand and ability to attract customers.

If our products or services are unavailable when our customers and end-users attempt to access them, they may seek other services, which could reduce demand for our solutions. Processes and procedures designed to enable quick recovery from a disaster or catastrophe and continued business operations and with tested capability under controlled circumstances, are in place. However, there are several factors ranging from human error to data corruption that could materially impact the efficacy of such processes and procedures, including by lengthening the time services are partially or fully unavailable to customers and users. It may be difficult or impossible to perform some or all recovery steps and continue normal business operations due to the nature of a particular disaster or catastrophe, especially during peak periods, which could cause additional reputational damages, or loss of revenue, any of which could adversely affect our business and financial results.

Seasonality may cause fluctuations in our revenue.

Because lithium ion batteries used in EVs do not perform as well in low temperatures, the frequency of charging by end-users and the charging transactions completed by our charging station operator customers through our network typically increase during winter, giving rise to a higher revenue being recorded by us. Weather conditions and various other factors may materially and adversely affect our business, financial condition and results of operations in the future.

The obligation to disclose information publicly may put us at a disadvantage to our competitors that are private companies.

As a publicly listed company, we are required to file periodic reports with the SEC upon the occurrence of matters that are material to ourselves and our shareholders. In some cases, we may need to disclose material agreements or results of financial operations that we would not be required to disclose if we were a private company. Our competitors may have access to this information, which would otherwise be confidential. This may give such competitors advantages in competing with us. Similarly, as a U.S.-listed public company, we will be governed by U.S. laws which our non-publicly traded competitors are not required to follow. To the extent compliance with U.S. laws increases our expenses or decreases our competitiveness against such companies, it could affect our results of operations.

Our management team has limited experience managing a public company.

Most members of our management team have not previously served as management of a publicly traded company and may not have experience complying with the increasingly complex laws pertaining to public companies. Our management team may not successfully or efficiently manage a public company that is subject to significant regulatory oversight and reporting obligations under the federal securities laws as well as the continuous scrutiny of securities analysts and investors like us. These new obligations and constituents will require significant attention from our management and could divert their attention away from the day-to-day management of our business, which could adversely affect our business and financial performance.

We may face inventory risk.

In connection with our hardware procurement services, we may in the future maintain an inventory of hardware, such as charging piles, and to directly undertake the procurement and sales activities. As a result, we may be exposed to significant inventory risks that may adversely affect our results of operations of due to seasonality, new product launches, rapid changes in product cycles and pricing, defective merchandise, changes in station operator demand and preference and station operator spending patterns, spoilage, and other factors. Demand for charging station hardware products may change between the time inventory or components are ordered and the date of sale. The acquisition of certain types of inventory or components may require significant lead-time and prepayment and they may not be returnable. Any one of the inventory risk factors set forth above may adversely affect our business, financial condition, and results of operations.

Heightened tensions in international relations, particularly between the United States and China, may adversely impact our business, financial condition, and results of operations.

Recently there have been heightened tensions in international relations, particularly between the United States and China, but also as a result of the war in Ukraine and sanctions on Russia. These tensions have affected both diplomatic and economic ties among countries. Heightened tensions could reduce levels of trade, investments, technological exchanges, and other economic activities between the major economies. The existing tensions and any further deterioration in the relationship between the United States and China may have a negative impact on the general, economic, political, and social conditions in both countries and, given our reliance on the Chinese market, adversely impact our business, financial condition, and results of operations.

Acquisitions or strategic investments could be difficult to identify and integrate, divert the attention of key management personnel, disrupt our business, dilute shareholder value and adversely affect our results of operations and financial condition.

As part of the business strategy, NaaS made investments in and we are expected to make acquisitions of, or investments in, businesses, services or technologies that are complementary to our EV charging services. The process of identifying and consummating acquisitions, investments, and the subsequent integration of new assets and businesses into our own business, requires attention from our management and could result in a diversion of resources from our existing business, which in turn could have an adverse effect on our operations. Acquired assets or businesses may not generate the expected financial results. Acquisitions or investments could also result in the use of cash, potentially dilutive issuances of equity securities, the occurrence of goodwill impairment charges, amortization expenses for other intangible assets and exposure to potential unknown liabilities of the acquired business or investment. We may also incur costs and management time on transactions that are ultimately not completed. In addition, our due diligence may fail to identify all of the problems, liabilities or other shortcomings or challenges of an acquired business, product, technology or investment, including issues related to intellectual property, product quality or product architecture, regulatory compliance practices, revenue recognition or other accounting practices or issues with employees or customers.

Our future acquisitions or investments may not ultimately strengthen our competitive position or achieve our goals and business strategy; we may be subject to claims or liabilities assumed from an acquired company, product, or technology; acquisitions or investments we complete could be viewed negatively by our customers, investors, and securities analysts; and we may incur costs and expenses necessary to address an acquired company's failure to comply with laws and governmental rules and regulations. Additionally, we may be subject to litigation or other claims in connection with the acquired company, including claims from terminated employees, former shareholders or other third parties, which may differ from or be more significant than the risks its business faces. An acquired company may also need to implement or improve its controls, procedures and policies, and we may face associated risks if any of those controls, procedures or policies are insufficiently effective. We may also face retention or cultural challenges associated with integrating employees from the acquired company into our organization. If we are unsuccessful at integrating acquisitions or investments, in a timely manner, our revenue and operating results could be adversely affected. Any integration process may require significant time and resources, which may disrupt our ongoing business and divert management's attention, and we may not be able to manage the integration process successfully or in a timely manner. We may not successfully evaluate or utilize the acquired technology or personnel, realize anticipated synergies from the acquisition or investment, or accurately forecast the financial impact of an acquisition or investment transaction or the related integration of such acquisition or investment, including accounting charges and any potential impairment of goodwill and intangible assets recognized in connection with such transaction. NaaS may have to pay cash, incur debt, or issue equity or equity-linked securities to pay for any acquisitions or investments, each of which could adversely affect our financial condition. Furthermore, the sale of equity or issuance of equity-linked debt to finance any such transaction could result in dilution to our shareholders. The occurrence of any of these risks could harm our business, operating results, and financial condition.

Our business is subject to risks associated with construction, cost overruns and delays, and other contingencies that may arise in the course of completing installations, and such risks may increase in the future as we expand the scope of such services with other parties.

We do not typically install charging stations at customer sites. These installations are typically performed by our partners or electrical contractors with an existing relationship with the customer and/or knowledge of the site. The installation of charging stations at a particular site is generally subject to oversight and regulation in accordance with PRC laws and regulations related to building codes, safety, environmental protection and related matters, and typically requires various local and other governmental approvals and permits. In addition, building codes, accessibility requirements or regulations may hinder EV charger installation because they end up costing the developer or installer more in order to meet the code requirements. Meaningful delays or cost overruns may impact our recognition of revenue in certain cases and/or impact customer relationships, either of which could impact our business and profitability.

Furthermore, we may in the future undertake to construct charging stations or install charging piles at customer sites or manage contractors. Working with contractors may require us to obtain licenses or require us or our charging station operator customers to comply with additional rules, working conditions and other union requirements, which can add costs and complexity to a construction or installation project. In addition, if we or the contractors are unable to provide timely, thorough and quality construction or installation-related services, station operator customers could fall behind their construction schedules leading to liability to us or cause station operator customers to become dissatisfied with the solutions our offers and our overall reputation would be harmed.

Risks Related to Doing Business in China

The PRC government has significant oversight over our business operation which, if exercised, could result in a material adverse change in our operations.

The PRC government has significant oversight over the conduct of our business, and the PRC government may influence our operations, which could result in a material adverse change in our operation and the value of the ADSs. Also, the PRC government has recently indicated that it may exert more oversight and control over offerings that are conducted overseas by or foreign investment in China-based issuers. For example, on July 6, 2021, the relevant PRC government authorities published the Opinions on Strictly Scrutinizing Illegal Securities Activities in Accordance with the Law. These opinions emphasized the need to strengthen the administration over illegal securities activities and the supervision on overseas listings by China-based companies and proposed to take effective measures, such as promoting the construction of relevant regulatory systems to deal with the risks and incidents faced by China-based overseas-listed companies. On November 14, 2021, the CAC released the Administrative Regulation on Network Data Security for public comments through December 13, 2021, or the Draft Administrative Regulation on Network Data Security, for public comments, which stipulates, among others, that a prior cybersecurity review is required for the overseas listing of data processors who process over one million users' personal information, and the listing of data processors in Hong Kong which affects or may affect national security. On December 28, 2021, the Chinese government promulgated the 2022 Cybersecurity Review Measures, which came into effect on February 15, 2022. According to the 2022 Cybersecurity Review Measures, (i) critical information infrastructure operators that purchase network products and services and internet platform operators that conduct data processing activities shall be subject to cybersecurity review in accordance with the 2022 Cybersecurity Review Measures if such activities affect or may affect national security; and (ii) internet platform operators holding personal information of more than one million users and seeking to have their securities listed on a stock exchange in a foreign country are required to file for cybersecurity review with the Cybersecurity Review Office.

There is a general lack of official guidance with respect to the implementation and interpretation of the 2022 Cybersecurity Review Measures and the Opinions given the recency of their issuance. It is also uncertain when and in what form will the Draft Regulations be enacted and how they will be interpreted and implemented by the relevant PRC governmental authorities once in effect. As a result, we may be retrospectively required to obtain regulatory approvals from and complete additional procedures with the CSRC, CAC or other PRC governmental authorities for the Mergers and the Transactions. In addition, if the CSRC, CAC or other regulatory agencies subsequently promulgate new rules or regulations that require us to obtain additional approvals or complete additional procedures for the Mergers or the Transactions, or for our listing or offering overseas, such approvals may not be obtained and such procedures may not be completed in a timely manner or at all. Any such circumstance could significantly limit or completely hinder our ability to offer or continue to offer securities and cause the value of such securities to significantly decline or be worthless. In addition, implementation of industry-wide regulations directly targeting our operations could cause the value of the ADSs to significantly decline. Therefore, investors of the ADSs face potential uncertainty from actions taken by the PRC government affecting our business.

Changes in China's economic, political or social conditions, or government policies could materially and adversely affect our business and operations.

Substantially all of our assets and operations are located in China. Accordingly, our business, financial condition, results of operations, and prospects may be influenced to a significant degree by political, economic, and social conditions in China generally and by continued yet slowing economic growth in China as a whole.

The Chinese economy differs from the economies of most developed countries in many respects, including the level of government involvement, level of development, growth rate, control of foreign exchange, and allocation of resources. Although the PRC government has implemented measures emphasizing the utilization of market forces for economic reform, the reduction of state ownership of productive assets, and the establishment of improved corporate governance in business enterprises, a substantial portion of productive assets in China is still owned by the government. In addition, the PRC government continues to play a significant role in regulating industry development by imposing industrial policies. The PRC government also exercises significant control over China's economic growth through resource allocation, controlling payment of foreign currency-denominated obligations, setting monetary policy, and providing preferential treatment to particular industries or companies.

While the Chinese economy has experienced significant growth over the past decades, growth has been uneven, both geographically and among various sectors of the economy, and the rate of growth has been slowing down in recent years. Any adverse changes in economic conditions in China, in the policies of the PRC government or in the laws and regulations in China could have a material adverse effect on the overall economic growth of China. Such developments could lead to reduction in demand for our services and products and adversely affect our competitive position, and could adversely affect our business and operating results. The PRC government has implemented various measures to encourage economic growth and guide the allocation of resources. Some of these measures may benefit the overall Chinese economy, but may have a negative effect on us. For example, our financial condition and results of operations may be adversely affected by government control over capital investments or changes in tax regulations. In addition, in the past the PRC government has implemented certain measures, including interest rate adjustment, to control the pace of economic growth. These measures may cause decreased economic activity in China, which may adversely affect our business and operating results.

Uncertainties with respect to the PRC legal system could adversely affect us.

We conduct our business primarily through subsidiaries in China. Operations in China are governed by PRC laws and regulations. The PRC legal system is a civil law system based on written statutes. Unlike the common law system, prior court decisions under the civil law system may be cited for reference but have limited precedential value.

In 1979, the PRC government began to promulgate a comprehensive system of laws and regulations governing economic matters in general. The overall effect of legislation over the past four decades has significantly enhanced the protections afforded to various forms of foreign investments in China. However, China has not developed a fully integrated legal system, and recently enacted laws and regulations may not sufficiently cover all aspects of economic activities in China. In particular, the interpretation and enforcement of these laws and regulations involve uncertainties. Since PRC administrative and court authorities have significant discretion in interpreting and implementing statutory provisions and contractual terms, it may be difficult to evaluate the outcome of administrative and court proceedings and the level of legal protection we and our PRC subsidiaries enjoy. These uncertainties may affect our judgment on the relevance of legal requirements and our ability to enforce contractual rights or tort claims. In addition, the regulatory uncertainties may be exploited through unmerited or frivolous legal actions or threats in attempts to extract payments or benefits from us.

Furthermore, the PRC legal system is based in part on government policies and internal rules, some of which are not published on a timely basis or at all and may have retroactive effect. As a result, we may not be aware of our violation of any of these policies and rules until sometime after the violation. In addition, any administrative and court proceedings in China may be protracted, resulting in substantial costs and diversion of resources and management attention.

The PCAOB is currently unable to inspect our auditors in relation to their audit work performed for the financial statements included elsewhere in this Shell Company Report on Form 20-F and the inability of the PCAOB to conduct inspections over our auditors deprives our investors of the benefits of such inspections.

The independent registered public accounting firms that issue the audit reports included elsewhere in this Shell Company Report on Form 20-F, as auditors of companies that are traded publicly in the United States and firms registered with the Public Company Accounting Oversight Board (United States), or the PCAOB, are subject to laws in the United States pursuant to which the PCAOB conducts regular inspections to assess their compliance with the applicable professional standards. Since each of these auditors is located in China, a jurisdiction where the PCAOB has been unable to conduct inspections without the approval of the Chinese authorities, they are not currently inspected by the PCAOB. As a result, we and investors in our ADSs are deprived of the benefits of such PCAOB inspections. The inability of the PCAOB to conduct inspections of auditors in China makes it more difficult to evaluate the effectiveness of our independent registered public accounting firm's audit procedures or quality control procedures as compared to auditors outside of China that are subject to the PCAOB inspections, which could cause investors and potential investors in our ADSs to lose confidence in our audit procedures and reported financial information and the quality of our financial statements.

Our ADSs will be prohibited from trading in the United States under the Holding Foreign Companies Accountable Act, or the HFCAA, in 2024 if the PCAOB is unable to inspect or fully investigate auditors located in China, or in 2023 if proposed changes to the law are enacted. The delisting of our ADSs, or the threat of their being delisted, may materially and adversely affect the value of your investment.

The Holding Foreign Companies Accountable Act, or the HFCAA, was signed into law on December 18, 2020. The HFCAA states if the SEC determines that we have filed audit reports issued by a registered public accounting firm that has not been subject to inspection for the PCAOB for three consecutive years beginning in 2021, the SEC shall prohibit our shares or ADSs from being traded on a national securities exchange or in the over-the-counter trading market in the United States. On December 2, 2021, the SEC adopted final amendments implementing the disclosure and submission requirements of the HFCAA, pursuant to which the SEC will identify an issuer as a "Commission Identified Issuer" if the issuer has filed an annual report containing an audit report issued by a registered public accounting firm that the PCAOB has determined it is unable to inspect or investigate completely, and will then impose a trading prohibition on an issuer after it is identified as a Commission-Identified Issuer for three consecutive years. On December 16, 2021, the PCAOB issued a report to notify the SEC of its determination that the PCAOB is unable to inspect or investigate completely registered public accounting firms headquartered in mainland China and Hong Kong. The PCAOB identified the auditors that issue the audit reports included elsewhere in this Shell Company Report on Form 20-F as registered public accounting firms that the PCAOB is unable to inspect or investigate completely. On May 20, 2022, we were identified as a "Commission Identified Issuer."

Whether the PCAOB will be able to conduct inspections of our auditor before the issuance of our financial statements on Form 20-F for the year ending December 31, 2023, which is due by April 30, 2024, or at all, is subject to substantial uncertainty and depends on a number of factors out of our, and our auditor's, control. If our shares and ADSs are prohibited from trading in the United States, there is no certainty that we will be able to list on a non-U.S. exchange or that a market for our shares will develop outside of the United States. Such a prohibition would substantially impair your ability to sell or purchase our ADSs when you wish to do so, and the risk and uncertainty associated with delisting would have a negative impact on the price of our ADSs. Also, such a prohibition would significantly affect our ability to raise capital on terms acceptable to us, or at all, which would have a material adverse impact on our business, financial condition, and prospects.

On June 22, 2021, the U.S. Senate passed a bill which would reduce the number of consecutive non-inspection years required for triggering the prohibitions under the HFCAA from three years to two. On February 4, 2022, the U.S. House of Representatives passed a bill which contained, among other things, an identical provision. If this provision is enacted into law and the number of consecutive non-inspection years required for triggering the prohibitions under the HFCAA is reduced from three years to two, then our shares and ADSs could be prohibited from trading in the United States in 2023.

We may be required to obtain additional licenses in relation to our ongoing business operations and may be subject to penalties for failing to obtain certain licenses with respect to our past operations.

We conducts our business in China through our PRC subsidiaries, each of which is required to obtain, and has obtained, a business license and, where applicable, certain additional operating licenses and permits in connection with their operations.

Considering (i) the uncertainties around the interpretation and implementation of PRC laws and regulations and the enforcement practice by relevant government authorities, (ii) the PRC government's ability to intervene in or influence our operations at any time, and (iii) the rapid evolvement of PRC laws, regulations, and rules which may be preceded with little or no advance notice, we may be subject to additional licensing requirements, and our conclusion on the status of our licensing compliance may prove to be mistaken. If (i) we do not receive or maintain any permission or approval required of us, (ii) we inadvertently concluded that certain permissions or approvals have been acquired or are not required, or (iii) applicable laws, regulations, or interpretations thereof change and we become subject to the requirement of additional permissions or approvals in the future, we may have to expend significant time and costs to procure them. If we are unable to do so, on commercially reasonable terms, in a timely manner or otherwise, we may become subject to sanctions imposed by the PRC regulatory authorities, which could include fines and penalties, proceedings against us, and other forms of sanctions, and our ability to conduct our business, invest into Mainland China as foreign investments or accept foreign investments, or list on a U.S. or other overseas exchange may be restricted, and our business, reputation, financial condition, and results of operations may be materially and adversely affected.

As an example, the People's Bank of China, or the PBOC, issued the Administrative Measures on Non-Financial Institution Payment Service in June 2010 pursuant to which a non-financial institution offering payment services must obtain a payment business license. The PBOC subsequently issued a notification in November 2017, or the PBOC Notice, relating to the investigation and administration of illegal offering of settlement services by financial institutions and third-party payment service providers to unlicensed entities. As part of NaaS' business operation prior to the Restructuring, end-users were required to make prepayments through *Kuaidian* under certain circumstances, including to initiate certain services through *Kuaidian*. This could potentially have constituted issuance of prepaid cards by NaaS under then prevailing PRC laws and regulations and required a payment business license. In line of market practice, NaaS had previously engaged licensed entities such as third-party payment institutions and commercial bank to provide payment settlement services. However, because there were and remain to be uncertainties with respect to the implementation and interpretation of the applicable laws and as these laws continue to evolve, the PBOC and other governmental authorities may find NaaS' settlement mechanisms to be in violation of the Administrative Measures on Non-Financial Institution Payment Service, the PBOC Notice or other related regulations. If such determination is made, we may be subject to penalties and our businesses and results of operations could be materially and adversely affected.

The approval of and filing with the CSRC or other PRC government authorities may be required retrospectively in connection with the Mergers and the Transactions under PRC law, and, if required, it is uncertain whether such approval can be obtained or filing completed or how long it will take to obtain such approval or complete such filing.

Substantially all of our operations are based in China. We are and will be subject to PRC laws relating to, among others, restrictions over foreign investments and data security. The Chinese government has recently sought to exert more control and impose more restrictions on China-based companies raising capital offshore and such efforts may continue or intensify in the future. The Chinese government's exertion of more control over overseas listing of, offerings conducted overseas by and/or foreign investment in China-based companies could retrospectively affect the Mergers and result in a material change in our operations, significantly limit or completely hinder our abilities to offer or continue to offer securities to foreign investors, and cause the value of ADSs to significantly decline or be worthless.

The Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, or the M&A Rules, adopted by six PRC regulatory agencies in 2006 and amended in 2009, requires an overseas special purpose vehicle formed for listing purposes through acquisitions of PRC domestic companies and controlled by PRC persons or entities to obtain the approval of the CSRC prior to the listing and trading of such special purpose vehicle's securities on an overseas stock exchange. The interpretation and application of the regulations remain unclear, and the Mergers and the Transactions may ultimately require approval of the CSRC. If it is determined that the CSRC approval is required retrospectively for the Mergers or the Transactions, it is uncertain whether we can or how long we will take to obtain the approval and, even if such CSRC approval is obtained, the approval could be rescinded. Any failure to obtain or delay in obtaining the CSRC approval for the Mergers and the Transactions, or a rescission of such approval if obtained, could subject us to sanctions imposed by the CSRC or other PRC regulatory authorities, which could include fines and penalties on our operations, restrictions or limitations on our abilities to pay dividends outside of China, and other forms of sanctions that may materially and adversely affect their business, financial condition, and results of operations.

On July 6, 2021, the relevant PRC government authorities issued Opinions on Strictly Cracking Down Illegal Securities Activities in Accordance with the Law. These opinions emphasized the need to strengthen the administration over illegal securities activities and the supervision on overseas listings by China-based companies and proposed to take effective measures, such as promoting the construction of relevant regulatory systems to deal with the risks and incidents faced by China-based overseas-listed companies.

On December 24, 2021, the State Council issued a draft of the Provisions of the State Council on the Administration of Overseas Securities Offering and Listing by Domestic Companies, or the Draft Provisions, and the CSRC issued a draft of Administration Measures for the Filing of Overseas Securities Offering and Listing by Domestic Companies, or the Draft Administration Measures, for public comments. The Draft Provisions and the Draft Administration Measures propose to establish a new filing-based regime to regulate overseas offerings and listings by domestic companies. According to the Draft Provisions and the Draft Administration Measures, an overseas offering and listing by a PRC domestic company, whether directly or indirectly, shall be filed with the CSRC. Specifically, the examination and determination of an indirect offering and listing will be conducted on a substance-over-form basis, and an offering and listing shall be considered as an indirect overseas offering and listing by a PRC domestic company if the listing entity meets the following conditions: (i) the operating income, gross profit, total assets, or net assets of the domestic enterprise in the most recent fiscal year was more than 50% of the relevant line item in the listing entity's audited consolidated financial statement for that year; and (ii) senior management personnel responsible for business operations and management are mostly PRC citizens or are ordinarily resident in China the main place of business is in China or carried out in China. According to the Draft Administration Measures, the listing entity or its affiliated PRC domestic company, as the case may be, must file with the CSRC for its initial public offering, follow-on offering and other activities to achieve overseas listing directly or indirectly. In particular, where a PRC domestic enterprise achieves direct or indirect overseas listing of its assets through acquisition, share swap, transfer or other arrangements for one or more times, it is required to make a filing within three business days after its application for initial public offering or listing, or where such application is not required, within three business days after the initial public disclosure of the relevant transactions. A PRC domestic company is also required to submit a filing with respect to any follow-on offering within three business days after its closing. Failure to comply with any filing requirement may result in fines to the relevant domestic companies, suspension of their businesses, revocation of their business licenses and operation permits and fines on the controlling shareholder and other responsible persons. For more details of the Draft Provisions and the Draft Administration Measures, please refer to "Item 4. Information on the Company— B. Business Overview—Regulations—Regulations Related to Strictly Combating Illegal Securities Activities."

As of the date of this Shell Company Report on Form 20-F, the Draft Provisions and the Draft Administration Measures were released for public comment only. There are uncertainties as to whether the Draft Provisions and the Draft Administration Measures would be further revised or updated, and when they will be promulgated. Substantial uncertainties exist with respect to the enactment timetable and final content of the Draft Provisions and the Draft Administration Measures. As the CSRC may formulate and publish guidelines for filings in the future, the Draft Administration Measures do not provide for detailed requirements relating to the substance and form of the filing documents. In a Q&A released on the official website of CSRC, the respondent CSRC official indicated that filing requirements proposed under Draft Provisions and the Draft Administration Measures will apply to future offerings and listings of non-listed PRC domestic companies and follow-on offerings by PRC domestic companies that are already listed overseas. The regulator will separately provide for other filing requirements applicable to PRC companies that are already listed overseas and will allow sufficient time for transition. If the Draft Provisions and the Draft Administration Measures are promulgated in their current forms, the Mergers and Transactions may have qualified as the direct or indirect offering and listing by a PRC domestic company, and we may be retrospectively required to file with the CSRC in accordance with the Draft Administration Measures, and there is no assurance that we will be able to complete the filings and fully comply with the new regulations, if applicable, on a timely basis or at all.

On December 27, 2021, the NDRC and the Ministry of Finance, or the MOC, jointly issued the Special Administrative Measures (Negative List) for Foreign Investment Access (2021 Version), or the 2021 Negative List, which became effective on January 1, 2022. Pursuant to the 2021 Negative List, if a PRC domestic company, which engages in any prohibited business set out in the list, seeks an overseas offering or listing, it must first obtain the approval from the competent governmental authorities. In addition, the foreign investors in such company must not be involved in its operation or management, and their ownership interest should be subject to limitations imposed under regulations on investments in domestic securities by foreign investors. Because the 2021 Negative List is recently issued, there remain substantial uncertainties as to the interpretation and implementation of these new requirements, and it is unclear as to whether and to what extent we will be subject to these new requirements. If we are required to comply with these requirements but fail to do so on a timely basis if at all, our business operation, financial conditions and business prospect may be adversely and materially affected.

In addition, there is no assurance that new rules or regulations promulgated in the future will not impose additional requirements on us, including with respect to the Mergers and the Transactions. If it is determined in the future that approval and filing from the CSRC or other regulatory authorities or other procedures, including the cybersecurity review under the 2022 Cybersecurity Review Measures and the Draft Administrative Regulations on Network Data Security, are required for the Mergers or Transactions, on a retrospective basis, it is uncertain whether such approval can be obtained or filing procedures completed, or how long it will take to obtain such approval or complete such filing procedures. Any failure to obtain such approval or complete such filing procedures or any delay in obtaining such approval or completing such filing procedures for the Mergers or Transactions, or a rescission of any such approval if obtained, would subject us to sanctions by the CSRC or other PRC regulatory authorities. These regulatory authorities may impose fines and penalties on our operations in China, limit our abilities to carry out business operations in China or pay dividends outside China, delay or restrict the repatriation of our offshore funds into China or take other actions that could materially and adversely affect our business, financial condition, results of operations, and prospects, as well as the trading price of the ADSs. The CSRC and other PRC regulatory authorities may also order us, or make it advisable for us, to unwind or reverse the Mergers and the Transactions. In addition, if the CSRC or other regulatory authorities in China subsequently promulgate new rules or issue directives requiring that we obtain additional approvals or complete additional filing or other regulatory procedures for our prior offerings overseas, there is no assurance that we will be able to comply with these requirements and may not be able to obtain any waiver of such requirements, if and when procedures are established to obtain such a waiver. Any of the foregoing could materially and adversely affect our business, prospects, financial condition, reputation, and the trading price of our listed securities.

We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiaries to make payments to us could have a material and adverse effect on our ability to conduct our business.

We are a holding company and we may rely on dividends and other distributions on equity paid by our PRC subsidiaries for our cash and financing requirements, including the funds necessary to pay dividends and other cash distributions to our shareholders and service any debt we may incur. If these subsidiaries incur debt on their own behalf in the future, the instruments governing the debt may restrict their ability to pay dividends or make other distributions to us.

Under PRC laws and regulations, our wholly foreign-owned subsidiaries in China may pay dividends only out of their respective accumulated profits as determined in accordance with PRC accounting standards and regulations. In addition, a PRC enterprise is required to set aside at least 10% of its accumulated after-tax profits each year, if any, to fund certain statutory reserve fund, until the aggregate amount of such fund reaches 50% of its registered capital.

Any limitation on the ability of our PRC subsidiaries to pay dividends or make other distributions to us could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our business, pay dividends, or otherwise fund and conduct our business.

PRC regulation of loans to and direct investment in PRC entities by offshore holding companies and governmental control of currency conversion may delay or prevent us from making loans to our PRC subsidiaries or making additional capital contributions to our wholly foreign-owned subsidiaries in China, which could materially and adversely affect our liquidity and our ability to fund and expand our business.

We are an offshore holding company conducting our operations in China through our PRC subsidiaries. We may make loans to our PRC subsidiaries subject to the approval from governmental authorities and limitation of amount, or we may make additional capital contributions to our wholly foreign-owned subsidiaries in China.

Any loans to our wholly foreign-owned subsidiaries in China, which are treated as foreign-invested enterprises under PRC law, are subject to PRC regulations and foreign exchange loan registrations. For example, loans by us to any of our wholly foreign-owned subsidiaries in China to finance its activities cannot exceed statutory limits, i.e., the difference between its total amount of investment and its registered capital, or certain amount calculated based on elements including capital or net assets, the cross-border financing leverage ratio and the macro prudential coefficient (“Macro-prudential Management Mode”) under relevant PRC laws and the loans must be registered with the local counterpart of the State Administration of Foreign Exchange, or SAFE, or filed with SAFE in its information system. According to the Circular of the People’s Bank of China and the State Administration of Foreign Exchange on Adjusting the Macro-prudent Adjustment Parameter for Cross-border Financing issued on January 7, 2021, the limit for the total amount of foreign debt under the Macro-prudential Management Mode is adjusted to two times of our subsidiary’s net assets.

Moreover, any medium or long-term loan to be provided by us to our PRC subsidiaries must also be registered with the NDRC.

We may also decide to finance our wholly foreign-owned subsidiaries in China by means of capital contributions. These capital contributions shall go through record-filing procedures from competent administration for market regulation. SAFE issued the Circular on the Management Concerning the Reform of the Payment and Settlement of Foreign Currency Capital of Foreign-Invested Enterprises, or SAFE Circular 19, which took effect on June 1, 2015. SAFE Circular 19 allows for the use of RMB converted from the foreign currency-denominated capital for equity investments in the PRC provided that such usage shall fall into the scope of business of the foreign-invested enterprise, which will be regarded as the reinvestment of foreign-invested enterprise. In addition, SAFE promulgated the Circular Regarding Further Promotion of the Facilitation of Cross-Border Trade and Investment on October 23, 2019, or SAFE Circular 28, pursuant to which all foreign-invested enterprises can make equity investments in China with their capital funds in accordance with the law. The Circular Regarding Further Optimizing the Cross-border RMB Policy to Support the Stabilization of Foreign Trade and Foreign Investment jointly promulgated by the People’s Bank of China, NDRC, MOFCOM, the State-owned Assets Supervision and Administration Commission of the State Council, the China Banking and Insurance Regulatory Commission and SAFE on December 31, 2020 and effective on February 4, 2021 allows the non-investment foreign-invested enterprises to make domestic reinvestment with RMB capital in accordance with the law on the premise that they comply with prevailing regulations and the invested projects in China are authentic and compliant. In addition, if a foreign-invested enterprise uses RMB income under capital accounts to conduct domestic reinvestment, the invested enterprise is not required to open a special deposit account for RMB capital.

In light of the various requirements imposed by PRC regulations on loans to and direct investment in PRC entities by offshore holding companies, we cannot assure you that we will be able to complete the necessary government registrations or record-filings on a timely basis, or at all, with respect to future loans or future capital contributions to our PRC subsidiaries. As a result, uncertainties exist as to our ability to provide prompt financial support to our PRC subsidiaries when needed. If we fail to complete such registrations or record-filings, our ability to use foreign currency, and to capitalize or otherwise fund our PRC operations may be negatively affected, which could materially and adversely affect our liquidity and our ability to fund and expand our business.

There are uncertainties with respect to indirect transfers of equity interests in PRC resident enterprises by our non-PRC holding companies.

Pursuant to the Circular on Strengthening Administration of Enterprise Income Tax for Share Transfers by Non-PRC Resident Enterprises, or SAT Circular 698, issued by the SAT in 2009 with retroactive effect from January 1, 2008, where a non-resident enterprise transfers the equity interests of a PRC resident enterprise indirectly by disposition of the equity interests of an overseas holding company, or an Indirect Transfer, and such overseas holding company is located in a tax jurisdiction that: (a) has an effective tax rate less than 12.5% or (b) does not tax foreign income of its residents, the non-resident enterprise, being the transferor, must report the Indirect Transfer to the competent tax authority of the PRC resident enterprise.

On February 3, 2015, the SAT issued a Public Notice Regarding Certain Corporate Income Tax Matters on Indirect Transfer of Properties by Non- Resident Enterprises, or SAT Public Notice 7. SAT Public Notice 7 supersedes certain rules with respect to the Indirect Transfer under SAT Circular 698 but does not touch upon the other provisions of SAT Circular 698, which remain in force. SAT Public Notice 7 has introduced a new tax regime that is significantly different from the previous one contemplated under SAT Circular 698. SAT Public Notice 7 extends its tax jurisdiction to not only Indirect Transfers set forth under SAT Circular 698 but also transactions involving transfer of other taxable assets through the offshore transfer of a foreign intermediate holding company. In addition, SAT Public Notice 7 provides clearer criteria than SAT Circular 698 for assessment of reasonable commercial purposes and has introduced safe harbors for internal restructurings of group companies and the purchase and sale of equity through a public securities market. SAT Public Notice 7 also brings challenges to both foreign transferors and transferees (or other person who is obligated to pay for the transfer) of taxable assets. Where a non-resident enterprise transfers taxable assets indirectly by disposing of the equity interests of an overseas holding company, which will be deemed as an Indirect Transfer, the non-resident enterprise as either transferor or transferee, or the PRC entity that directly owns the taxable assets, may report such Indirect Transfer to the relevant tax authority. Using a “substance over form” principle, the PRC tax authority may disregard the existence of the overseas holding company if it lacks a reasonable commercial purpose and was established for the purpose of reducing, avoiding or deferring PRC tax. As a result, gains derived from the relevant Indirect Transfer may be subject to PRC enterprise income tax, and the transferor will be subject to the obligation to withhold applicable taxes, currently at a rate of 10%.

On October 17, 2017, SAT issued the Announcement of the State Administration of Taxation on Issues Concerning the Withholding of Non- resident Enterprise Income Tax at Source, or SAT Bulletin 37, which became effective on December 1, 2017 and abolished SAT Circular 698 as well as certain provisions in SAT Circular 7. The SAT Bulletin 37 further clarifies the practice and procedure for the withholding of non-resident enterprise income tax. Pursuant to SAT Bulletin 37, where the party responsible to withhold such income tax did not or was unable to withhold, and the non- resident enterprise receiving such income failed to declare and pay the taxes that should have been withheld to the relevant tax authority, both parties may be subject to penalties.

We face uncertainties as to the reporting and other implications of certain past and future transactions where PRC taxable assets are involved, including the Mergers and the Transactions. We may be subject to filing obligations or taxed or subject to withholding obligations with respect to such transactions, under SAT Public Notice 7 and SAT Bulletin 37. For transfers of shares in us by investors that are non-PRC resident enterprises, our PRC subsidiaries may be requested to assist in the filing under SAT Public Notice 7 and SAT Bulletin 37. As a result, we may be required to expend valuable resources to comply with SAT Public Notice 7 and SAT Bulletin 37 or to request the relevant transferors from whom our purchase taxable assets to comply with these circulars, or to establish that our should not be taxed under these circulars, which may have a material adverse effect on our financial condition and results of operations.

It is unclear whether we will be considered a PRC "resident enterprise" under the PRC Enterprise Income Tax Law and, depending on the determination of our PRC "resident enterprise" status, our global income may be subject to the 25% PRC enterprise income tax, which could materially and adversely affect our results of operations.

Under the PRC Enterprise Income Tax Law, which became effective in January 2008 and was amended on February 24, 2017 and December 29, 2018, and its implementation rules, an enterprise established outside of the PRC with a "de facto management body" within China is considered a PRC resident enterprise and will be subject to enterprise income tax at the rate of 25% on its global income. The implementation rules of the PRC Enterprise Income Tax Law define the term "de facto management bodies" as "establishments that carry out substantial and overall management and control over the manufacturing and business operations, personnel, accounting, properties, etc., of an enterprise." On April 22, 2009, STA issued the Notice Regarding the Determination of Chinese-Controlled Offshore Incorporated Enterprises as PRC Tax Resident Enterprises on the Basis of De Facto Management Bodies, or STA Circular 82, which was partially amended by Announcement on Issues concerning the Determination of Resident Enterprises Based on the Standards of Actual Management Institutions issued by STA on January 29, 2014, and further partially amended by Decision on Issuing the Lists of Invalid and Abolished Tax Departmental Rules and Taxation Normative Documents issued by STA on December 29, 2017. STA Circular 82, as amended, provides certain specific criteria for determining whether the "de facto management body" of a Chinese-controlled offshore-incorporated enterprise is located in China. Further, STA Circular 82 states that certain Chinese-controlled enterprises will be classified as "resident enterprises" if the following are located or resident in China: senior management personnel and departments that are responsible for daily production, operation and management; financial and personnel decision making bodies; key properties, accounting books, company seal, and minutes of board meetings and shareholders' meetings; and half or more of the senior management or directors having voting rights. In addition, STA issued the Bulletin on Promulgation of the Administrative Measures for Income Tax of Chinese-Controlled Offshore-Incorporated Resident Enterprises (Trial Implementation) on July 27, 2011, effective from September 1, 2011 and partially amended on April 17, 2015, June 28, 2016, and June 15, 2018, or STA Bulletin 45, providing more guidance on the implementation of STA Circular 82. STA Bulletin 45 clarifies matters including resident status determination, post-determination administration and competent tax authorities. See "Item 4.B. Information on the Company—Business Overview—Regulations—Regulations Related to Tax—Enterprise Income Tax." Although both STA Circular 82 and STA Bulletin 45 only apply to offshore enterprises controlled by PRC enterprises or PRC enterprise groups, not those controlled by PRC individuals or foreigners, the determining criteria set forth in STA Circular 82 and STA Bulletin 45 may reflect STA's general position on how the "de facto management body" test should be applied in determining the tax resident status of all offshore enterprises, regardless of whether they are controlled by PRC enterprises or individuals. In addition to the uncertainty regarding how the new resident enterprise classification may apply, it is also possible that the rules may change in the future, possibly with retroactive effect. Although we do not believe that our legal entities organized outside of the PRC constitute PRC resident enterprises, it is possible that the PRC tax authorities could reach a different conclusion. In such case, we may be considered a PRC resident enterprise and may therefore be subject to enterprise income tax at 25% on our global income as well as PRC enterprise income tax reporting obligations. If we are considered a PRC resident enterprise and earn income other than dividends from our PRC subsidiaries, a 25% enterprise income tax on our global income could significantly increase our tax burden and materially and adversely affect our cash flow and profitability.

Certain transactions completed as part of the Restructuring may not have received the necessary approval.

According to the M&A Rules, where a domestic company, enterprise or natural person intends to acquire its or his/her related domestic company in the name of an offshore company which it or he/she lawfully established or controls, the acquisition should be subject to the examination and approval of the MOFCOM. NaaS' acquisition of 100% equity interests in Kuaidian Power Beijing in April 2022 through Anji Zhidian as part of the Restructuring could have fallen within the ambit of the M&A Rules and required the prior approval of the MOFCOM. No such approval had been applied for or obtained and the acquisition could be deemed invalid.

Failure to make adequate contributions to various employee benefit plans as required by PRC regulations may subject us to penalties.

Companies operating in China are required to participate in various government sponsored employee benefit plans, including certain social insurance, housing funds and other welfare-oriented payment obligations, and contribute to these plans based on the salaries, including bonuses and allowances, of the relevant employees subject to any maximum amount of contribution specified by local authorities from time to time. This has however not been implemented consistently by local authorities. Certain of our subsidiaries in China have not made adequate employee benefit payments, and as a result, we may be required to make up for the contributions due and to pay late fees and fines.

It may be difficult for overseas regulators to conduct investigation or collect evidence within China.

Shareholder claims or regulatory investigation that are common in the United States generally are difficult to pursue as a matter of law or practicality in China. For example, in China, there are significant legal and other obstacles to providing information needed for regulatory investigations or litigation initiated outside China. Although PRC authorities may establish a regulatory cooperation mechanism with the securities regulatory authorities of another country or region to implement cross-border supervision and administration, such cooperation with the securities regulatory authorities in the Unities States may not be efficient in the absence of mutual and practical cooperation mechanism. Furthermore, according to Article 177 of the PRC Securities Law, or Article 177, which became effective in March 2020, no overseas securities regulator is allowed to directly conduct investigation or evidence collection activities within the territory of the PRC. While detailed interpretation of or implementation rules under Article 177 have yet to be promulgated, the inability for an overseas securities regulator to directly conduct investigation or evidence collection activities within China may further increase difficulties faced by you in protecting your interests.

Any failure to comply with PRC regulations regarding the registration requirements for employee stock incentive plans may subject the relevant PRC plan participants or us to fines and other legal and administrative sanctions.

Pursuant to the Notice on Issues Concerning the Foreign Exchange Administration for Domestic Individuals Participating in Stock Incentive Plan of Overseas Publicly Listed Company, issued by SAFE in February 2012, employees, directors, supervisors and other senior management participating in any stock incentive plan of an overseas publicly listed company who are PRC citizens or who are non-PRC citizens residing in China for a continuous period of not less than one year, subject to exceptions, are required to register with SAFE through a domestic qualified agent, which could be a PRC subsidiary of such overseas listed company, and complete certain other procedures. We and our directors, executive officers and other employees who are PRC citizens or who reside in the PRC for a continuous period of not less than one year and who have been granted restricted shares, restricted share units or options are subject to these regulations. Failure to complete the SAFE registrations may result in fines and legal sanctions and may also limit our ability to contribute additional capital into our subsidiaries in China and limit these subsidiaries' ability to distribute dividends to us. We also face regulatory uncertainties that could restrict our ability to adopt additional incentive plans for our directors and employees under PRC law.

Risks Related to Our ADSs

Our multi-class share structure with different voting rights will significantly limit your ability to influence corporate matters and could discourage others from pursuing any change of control transactions that holders of the Class A ordinary shares and the ADSs may view as beneficial.

Our authorized and issued ordinary shares are divided into Class A ordinary shares, Class B ordinary shares and Class C ordinary shares. In respect of matters requiring the votes of our shareholders, holders of Class A ordinary shares, Class B ordinary shares and Class C ordinary shares vote together as one class, and holders of Class A ordinary shares are entitled to one vote per share while holders of Class B ordinary shares and Class C ordinary shares are entitled to ten votes per share and two votes per share, respectively. Each Class B ordinary share and each Class C ordinary share is convertible into one Class A ordinary shares at any time by the holder thereof, while Class A ordinary shares are not convertible into Class B ordinary share or Class C ordinary shares under any circumstances. Our currently effective amended and restated memorandum and articles of association prohibits any Class B ordinary shares held by Newlink from being disposed of or otherwise transferred to any person other than to Mr. Zhen Dai and persons affiliated with him. currently effective amended and restated memorandum and articles of association also requires any Class B ordinary shares or Class C ordinary shares to be automatically converted into Class A ordinary shares upon a transfer of such Class B ordinary shares or Class C ordinary shares to any person other than to Mr. Zhen Dai and persons affiliated with him.

As of the date of this Shell Company Report on Form 20-F, Newlink beneficially owns 248,888,073 Class B ordinary shares and 1,398,659,699 Class C ordinary shares, which account for an aggregate of 91.5% of the voting power represented by all our issued and outstanding shares. As a result, Newlink will have the power to control all matters submitted to our shareholders for approval, including the election of directors, amendments of our organizational documents and any merger, consolidation, sale of all or substantially all of our assets and all other major corporate transactions. Mr. Zhen Dai, as the chairman of the board of directors and chief executive officer of Newlink, is expected to be able to exercise, through Newlink, significant influence and veto power over matters submitted to our shareholders for approval. In addition, Newlink may choose to distribute all or any of our ordinary shares to Newlink's shareholders. By way of example, a distribution of 100% of our ordinary shares owned by Newlink to its shareholders will result in all issued and outstanding Class C ordinary shares being converted into Class A ordinary shares and all issued and outstanding Class B ordinary shares being held by Mr. Zhen Dai or his affiliates, and those Class B ordinary shares are expected to account for approximately 57.3% of the voting power represented by all our issued and outstanding shares, giving Mr. Zhen Dai the direct power to control all matters submitted to our shareholders for approval.

Each of Newlink and Mr. Zhen Dai may have interests that differ from the interests of our other shareholders and may vote its Class B ordinary shares and/or Class C ordinary shares in ways with which other shareholders may disagree or which may be adverse to such other shareholders' interests. The concentrated control over us will likely exist regardless of whether and to what extent Newlink distributes to its shareholders any ordinary shares, and will have the effect of delaying, preventing or deterring a change in control of us, could deprive our shareholders of an opportunity to receive a premium for their shares as part of a sale of us, and could have a negative effect on the market price of our ordinary shares or the ADSs.

The trading price of the ADSs is likely to be volatile, which could result in substantial losses to investors.

The trading price of the ADSs has fluctuated significantly and will continue to be volatile and could fluctuate widely. Many factors that are beyond our control may materially adversely affect the market price and marketability of the ADSs and our ability to raise capital through equity financings. These factors include the following:

- regulatory developments affecting us or our industry;
- variations in our revenues, earnings, cash flow and data related to our operations;
- changes in market condition, market potential and competitive landscape;
- announcements of new investments, acquisitions, strategic partnerships or joint ventures by us or our competitors;
- fluctuations in global and Chinese economies;
- changes in financial estimates by securities analysts;
- adverse publicity about us or our industry;
- additions or departures of key personnel and senior management;
- release of lock-up or other transfer restrictions on our outstanding equity securities or sales of additional equity securities; and
- potential litigation or regulatory investigations.

In the past, shareholders of public companies have often brought securities class action suits against those companies following periods of instability in the market price of their securities. If we were involved in a class action suit, it could divert a significant amount of our management's attention and other resources from our business and operations and require us to incur significant expenses to defend the suit, which could harm our results of operations. Any such class action suit, whether or not successful, could harm our reputation and restrict our ability to raise capital in the future. In addition, if a claim is successfully made against us, it may be required to pay significant damages, which could have a material adverse effect on our financial condition and results of operations x

We are a "controlled company" within the meaning of the Nasdaq Stock Market Rules, and as a result, may rely on exemptions from certain corporate governance requirements that provide protection to shareholders of other companies.

Newlink has the right to vote 91.5% of our ordinary shares. As a result, we are considered a "controlled company" as defined under the Nasdaq Stock Market Rules as set forth in Listing Rule 5605(b), because Newlink owns more than 50% of our total voting power. For so long as we remain a controlled company, we will be permitted to elect to rely, and may rely, on certain exemptions from corporate governance rules, including an exemption from the rule that a majority of our board of directors must be independent directors or that we have to establish a nominating committee and a compensation committee composed entirely of independent directors. As a result, you will not have the same protection afforded to shareholders of companies that are subject to these corporate governance requirements.

We will not pay dividends for the foreseeable future, you must rely on price appreciation of the ADSs for return on your investment.

We intend to retain any future earnings to finance the operation and expansion of our business, and we do not expect to declare or pay any dividends in the foreseeable future. As a result, you may only receive a return on your investment in the ADSs if the market price of the ADSs increases.

Substantial future sales or perceived sales of the ordinary shares or ADSs in the public market could cause the price of the ADSs to decline.

Sales of the ordinary shares or ADSs, either in the public market or through private placement, or the perception that these sales could occur, could cause the market price of the ADSs to decline. It cannot be predicted what effect, if any, market sales of securities held by our significant shareholders or any other shareholder or the availability of these securities for future sale will have on the market price of the ADSs

Your right to participate in any future rights offerings may be limited, which may cause dilution to your holdings, and you may not receive cash dividends if it is impractical to make them available to you.

We may from time to time distribute rights to our shareholders, including rights to acquire our securities. However, we cannot make rights available to you in the United States unless we register both the rights and the securities to which the rights relate under the Securities Act or an exemption from the registration requirements is available. Under the deposit agreement, the depositary will not make rights available to you unless both the rights and the underlying securities to be distributed to ADS holders are either registered under the Securities Act or exempt from registration under the Securities Act. We are under no obligation to file a registration statement with respect to any such rights or securities or to endeavor to cause a registration statement, if filed, to be declared effective. There might not be an exemption from registration under the Securities Act available to us for our rights offering. Accordingly, you may be unable to participate in our rights offerings and may experience dilution in your holdings.

The depositary of our ADSs has agreed to pay to you the cash dividends or other distributions it or the custodian receives on our ordinary shares or other deposited securities after deducting its fees and expenses. You will receive these distributions in proportion to the number of ordinary shares your ADSs represent. However, the depositary may, at its discretion, decide that it is inequitable or impractical to make a distribution available to any holders of ADSs. For example, the depositary may determine that it is not practicable to distribute certain property through the mail, or that the value of certain distributions may be less than the cost of mailing them. In these cases, the depositary may decide not to distribute such property to you.

You may be subject to limitations on transfer of your ADSs.

Your ADSs are transferable on the books of the depositary. However, the depositary may close its transfer books at any time or from time to time when it deems expedient in connection with the performance of its duties. In addition, the depositary may refuse to deliver, transfer or register transfers of ADSs generally when our books or the books of the depositary are closed, or at any time if we or the depositary deems it advisable to do so because of any requirement of law or of any government or government body, or under any provision of the deposit agreement, or for any other reason.

You may face difficulties in protecting your interests, and your ability to protect your rights through U.S. courts may be limited, because we are incorporated under Cayman Islands law.

We are an exempted company incorporated under the laws of the Cayman Islands with limited liability. Our corporate affairs are governed by our memorandum and articles of association as may be amended form time to time, the Companies Act (As Revised) of the Cayman Islands and the common law of the Cayman Islands. The rights of shareholders to take action against us and our directors, actions by minority shareholders and the fiduciary duties of our directors under Cayman Islands law are to a large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from the English common law, which are generally of persuasive authority, but are not binding, on a court in the Cayman Islands. The rights of our shareholders and the fiduciary duties of our directors under Cayman Islands law are not as clearly established as they would be under statutes or judicial precedent in some jurisdictions in the United States. In particular, the Cayman Islands has a different body of securities laws than the United States, and provide significantly less protection to investors. In addition, Cayman Islands companies may not have the standing to initiate a shareholder derivative action in a federal court of the United States. There is no statutory recognition in the Cayman Islands of judgments obtained in the United States, although the courts of the Cayman Islands will in certain circumstances, recognize and enforce a non-penal judgment of a foreign court of competent jurisdiction without retrial on the merits.

Shareholders of Cayman Islands exempted companies like us have no general rights under Cayman Islands law to inspect corporate records (other than our memorandum and articles of association, the register of mortgages and charges, and copies of any special resolutions passed by our shareholders) or to obtain copies of lists of shareholders of these companies. Our directors have discretion under our currently effective memorandum and articles of association, to determine whether or not, and under what conditions, our corporate records may be inspected by our shareholders, but are not obliged to make them available to our shareholders. This may make it more difficult for you to obtain the information needed to establish any facts necessary for a shareholder resolution or to solicit proxies from other shareholders in connection with a proxy contest.

Certain corporate governance practices in the Cayman Islands differ significantly from requirements for companies incorporated in other jurisdictions such as the U.S. If we choose to follow our home country practice in the future, our shareholders may be afforded less protection than they otherwise would under rules and regulations applicable to U.S. domestic issuers.

As a result of all of the above, public shareholders may have greater difficulty in protecting their interests in the face of actions taken by our management, members of the board of directors or controlling shareholders than they would as public shareholders of a company incorporated in the United States.

Our corporate structure, together with applicable law, may impede our shareholders from asserting claims against us and our principals.

Most of our operations and records, and most of our senior management are located in China. Shareholders of companies such as us have limited ability to assert and collect on claims in litigation against our PRC subsidiaries and their principals. In addition, China has very restrictive secrecy laws that prohibit the delivery of many of the financial records maintained by a business located in China to third parties absent PRC government's approval. Since discovery is an important part of proving a claim in litigation, and since most if not all of our records will be in China, PRC secrecy laws could frustrate efforts to prove a claim against us or our management. In addition, in order to commence litigation in the United States against an individual such as an officer or director, that individual must be served. Generally, service requires the cooperation of the country in which a defendant resides. China has a history of failing to cooperate in efforts to affect such service upon PRC citizens in China.

If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, the market price for the ADS and trading volume could decline.

The trading market for the ADSs will depend in part on the research and reports that securities or industry analysts publish about us or our business. If research analysts do not establish and maintain adequate research coverage or if one or more of the analysts who cover us downgrade the ADSs or publish inaccurate or unfavorable research about our business, the market price for the ADSs would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, we could lose visibility in the financial markets, which, in turn, could cause the market price or trading volume for our ordinary shares to decline.

We are a foreign private issuer within the meaning of the rules under the Exchange Act, and as such we are exempt from certain provisions applicable to U.S. domestic public companies.

We qualify as a foreign private issuer under the Exchange Act, and exempt from certain provisions of the securities rules and regulations in the United States that are applicable to U.S. domestic issuers, including:

- the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q or current reports on Form 8-K;
- the sections of the Exchange Act regulating the solicitation of proxies, consents, or authorizations in respect of a security registered under the Exchange Act;
- the sections of the Exchange Act requiring insiders to file public reports of their stock ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and
- the selective disclosure rules by issuers of material nonpublic information under Regulation FD promulgated by SEC.

We are required to file an annual report on Form 20-F within four months of the end of each fiscal year. However, the information we are required to file with or furnish to the SEC are less extensive and less timely compared to that required to be filed with the SEC by U.S. domestic issuers. As a result, you may not be afforded the same protections or information that would be made available to you were you investing in a U.S. domestic issuer.

We are an emerging growth company within the meaning of the Securities Act and may take advantage of certain reduced reporting requirements.

We are an "emerging growth company" pursuant to the JOBS Act. Therefore, we may take advantage of specified reduced reporting and other requirements that are otherwise applicable generally to public companies. These provisions include exemption from the auditor attestation requirement under Section 404 of the Sarbanes-Oxley Act of 2002, or Section 404, in the assessment of the emerging growth company's internal control over financial reporting and permission to delay adopting new or revised accounting standards until such time as those standards apply to private companies. As a result, if we elect not to comply with such reporting and other requirements, in particular the auditor attestation requirements, our investors may not have access to certain information they may deem important.

The JOBS Act also provides that an emerging growth company does not need to comply with any new or revised financial accounting standards until such date that a private company is otherwise required to comply with such new or revised accounting standards. We have decided not to "opt out" of such exemptions afforded to an emerging growth company. As a result of this election, our financial statements may not be comparable to companies that comply with public company effective dates.

If we fail to implement or maintain an effective system of internal controls in the future, we may be unable to accurately report our financial condition or results of operations, which may adversely affect investor confidence in us and, as a result, the market price of the ADSs.

NaaS had been a private company since its inception and, as such, it did not have the internal control and financial reporting requirements that are required of a publicly traded company. NaaS' successor is currently operating as our wholly owned subsidiary , a public company in the United States that is subject to the Sarbanes-Oxley Act of 2002. Section 404 of the Sarbanes-Oxley Act of 2002, or Section 404, requires that we include a report from management on our internal control over financial reporting. In addition, once we cease to be an "emerging growth company," our independent registered public accounting firm must attest to and report on the effectiveness of our internal control over financial reporting. Our management may conclude that our internal control over financial reporting is not effective. Moreover, even if our management concludes that our internal control over financial reporting is effective, our independent registered public accounting firm, after conducting its own independent testing, may issue a report that is qualified if it is not satisfied with our internal controls or the level at which our controls are documented, designed, operated, or reviewed, or if it interprets the relevant requirements differently from us. We may be unable to timely complete our evaluation testing and any required remediation.

We may identify certain deficiencies in our internal control over financial reporting in the course of preparing our consolidated financial statements. There can be no assurance as to when these deficiencies will be remediated or that additional deficiencies, which may be significant, or material weaknesses will not arise in the future. Any failure to remediate deficiencies, or the development of new deficiencies or material weaknesses in our internal control over financial reporting, could result in material misstatements in our financial statements, which in turn could have a material adverse effect on our financial condition.

Ineffective internal control over financial reporting could expose us to increased risk of fraud or misuse of corporate assets or inaccurate reporting of financial conditions and results of operations and subject us to potential delisting from the stock exchange on which we are listed, regulatory investigations and civil or criminal sanctions. We may also be required to restate our financial statements from prior periods. If we fail to achieve and maintain an effective internal control environment, we could suffer material misstatements in our financial statements and fail to meet our reporting obligations, which would likely cause investors to lose confidence in our reported financial information. This could in turn limit our access to capital markets, result in deterioration in our financial condition and results of operations, and lead to a decline in the market price of the ADSs.

There can be no assurance that we will not be classified as a passive foreign investment company, or PFIC, for U.S. federal income tax purposes for any taxable year, which could result in adverse U.S. federal income tax consequences to U.S. Holders of our ADSs or Class A ordinary shares.

A non-U.S. corporation, such as our company, will be classified as a passive foreign investment company, or PFIC, for any taxable year if either (i) at least 75% of its gross income for such year consists of certain types of "passive" income (the "income test"); or (ii) at least 50% of the value of its assets (generally determined on the basis of a quarterly average) during such year is attributable to assets that produce passive income or are held for the production of passive income (the "asset test"). Based on the current and anticipated value of our assets and composition of our income and assets, we do not expect to be a PFIC for the current taxable year or the foreseeable future.

While we do not expect to be or become a PFIC, no assurance can be given in this regard because the determination of whether we are or will become a PFIC for any taxable year is a fact-intensive inquiry made on an annual basis that depends, in part, upon the composition and classification of our income and assets. Fluctuations in the market prices of our ADSs and Class A ordinary shares may cause us to be or become a PFIC for the current or subsequent taxable years because the value of our assets for the purpose of the asset test, including the value of our goodwill and other unbooked intangibles, may be determined by reference to the market price of our ADSs from time to time (which may be volatile). The composition of our income and assets may also be affected by how, and how quickly, we use our liquid assets.

If we were to be or become a PFIC for any taxable year during which a U.S. Holder (as defined in "Item 10. Additional Information—E. Taxation—United States Federal Income Tax Considerations") holds our ADSs or Class A ordinary shares, certain adverse U.S. federal income tax consequences could apply to such U.S. Holder. See "Item 10. Additional Information—E. Taxation—United States Federal Income Tax Considerations—Passive Foreign Investment Company Rules."

Item 4. Information on the Company

A. History and Development of the Company

Corporate History of RISE

In July 2013, Bain Capital Rise Education II Cayman Limited, or RISE Education, was incorporated as an exempted company under the laws of the Cayman Islands, and it was renamed as RISE Education Cayman Ltd in June 2017.

In July 2013, Rise IP (Cayman) Limited ("Rise IP"), was incorporated as an exempted company under the laws of the Cayman Islands. Subsequently, a number of RISE's wholly owned subsidiaries were established to acquire Rise IP and certain operating assets and entered into a series of contractual arrangements with Beijing Step Ahead Education Technology Development Co., Ltd. (the "VIE"), its schools and its shareholders. As a result, the VIE and its subsidiaries and schools became RISE's consolidated entities.

We listed our ADSs on the Nasdaq Global Market under the symbol "REDU" on October 20, 2017. On October 24, 2017, we completed the initial public offering of 11,000,000 ADSs, and the underwriters exercised their over-allotment option on the same date for the purchase of an additional 1,650,000 ADSs.

On June 11, 2018, we completed a follow-on public offering of 7,000,000 ADSs by the selling shareholders of our company. On July 11, 2018, the sole underwriter exercised its over-allotment option to purchase an additional 585,000 ADSs from the selling shareholders.

The Assets Sale

Prior to becoming a shell company, RISE Education Cayman Ltd was a holding company without substantive operations. RISE Education Cayman Ltd, primarily through its PRC subsidiary, Rise (Tianjin) Education Information Consulting Co., Ltd. (the "WFOE"), and the VIE, provided after-school English teaching and tutoring services to students aged three to 18 in China and was a leading service provider in the China market.

On December 1, 2021, Wuhan Xinsili Culture Development Co., Ltd. (the "Buyer SPV"), WFOE, VIE, RISE Education International Limited ("Rise HK"), Rise IP and us entered into a purchase agreement (the "WFOE Purchase Agreement"). Pursuant to the WFOE Purchase Agreement, we agreed to, through Rise HK, sell all of the equity interests in WFOE to the Buyer SPV (the "WFOE Sale"), in consideration of the Buyer SPV (i) paying to Rise HK a consideration of RMB1, and (ii) assuming all liabilities of WFOE and its subsidiaries. Conditions precedent to the WFOE Sale included, without limitation, (a) Rise HK and Rise IP shall grant WFOE or entities designated by the Buyer SPV a royalty-free, perpetual, irrevocable and exclusive license over all intellectual property rights owned by or licensed to Rise HK and/or Rise IP, (b) we shall make an additional capital contribution to WFOE in US dollars equivalent of RMB20 million, and (c) the lenders (the "Lenders") of the facilities agreement dated March 18, 2021 relating to the term and revolving facilities of up to an aggregate amount of US$80,000,000 (the "Facilities Agreement") shall have released the applicable guarantees, obligations and equity pledges provided by WFOE and VIE. The Buyer SPV is a limited liability company controlled by a buyer consortium consisting of certain of our franchisees and an affiliate of our senior management, who are PRC nationals.

Also on December 1, 2021, Rise Education Cayman I Ltd, RISE's wholly-owned indirect subsidiary (the "IP Seller"), Bain Capital Rise Education IV Cayman Limited, a major shareholder of ours (the "Major Shareholder"), and us entered into a share purchase agreement (the "IP Holdco Purchase Agreement", collectively with the WFOE Purchase Agreement, the "Purchase Agreements"). The IP Seller is also the borrower under the Facilities Agreement. Pursuant to the IP Holdco Purchase Agreement, the IP Seller and us agreed to sell all of the equity interests in Rise HK and Rise IP to the Major Shareholder in consideration of the Major Shareholder (i) paying US$2,500,000 to us, for the purposes of paying the Lenders in settlement of the Facilities Agreement, and (ii) causing Rise HK and Rise IP to grant WFOE or entities designated by the Buyer SPV a royalty-free, perpetual, irrevocable and exclusive license over all intellectual property rights owned by or licensed to Rise HK and/or Rise IP (the "IP Sale", and together with the WFOE Sale, the "Sale"). The IP Sale was subject to, among other customary conditions precedent, the completion of the WFOE Sale.

In connection with the Sale, the IP Seller (being the borrower under the Facilities Agreement), WFOE, VIE and the Major Shareholder and certain other parties entered into a settlement agreement (the "Settlement Agreement") with the Lenders on December 1, 2021. Under the Settlement Agreement, the Lenders agreed to (i) acknowledge and consent to the Sale, (ii) discharge and release all our liabilities and obligations and our subsidiaries under the Facilities Agreement in the amount of US$55,746,367.04; (iii) terminate, release and discharge all security interest, guarantee and indemnity created in connection with the Facilities Agreement; and (iv) waive, release and discharge all claims arising from or in connection with the Facilities Agreement, in exchange for (a) an aggregate amount of US$10,377,972.06, and (b) the transfer of all interest in the Edge business, which refers to our business that offers admission consulting, academic tutoring and test preparation services in Hong Kong and Singapore for students who intend to study abroad (the "Edge Business"), to a person nominated by the Lenders, and the obligation of the IP Seller and the Major Shareholder to use their respective reasonable endeavors to run and manage the sale of the Edge Business to a third party for the 12 months following completion of the settlement contemplated under the Settlement Agreement (the "Settlement").

In order for us to make the settlement payment under the Settlement Agreement, make an additional capital contribution to WFOE pursuant to the WFOE Purchase Agreement and pay for certain operating expenses, we entered into a convertible loan deed with the Major Shareholder on December 1, 2021 (the "Convertible Loan Deed"), pursuant to which the Major Shareholder agreed to provide an interest-free convertible loan of US$17 million to us, mature at June 30, 2023, convertible into our ordinary shares at US$0.35 per share, or US$0.70 per ADS, representing a premium of 10% over the volume weighted average closing price of our ADSs (each representing two ordinary shares) published on the relevant page on Bloomberg that shows such price on each day for a period of ten trading days prior to the date of the Convertible Loan Deed. The loan was converted into 48,571,428 ordinary shares prior to the consummation of the Mergers.

The Sale was approved by a special resolution of our shareholders at an extraordinary general meeting of shareholders (the "EGM") held in Beijing on December 23, 2021.

The Sale was consummated and the Settlement was entered into on December 30, 2021. As part of the Settlement, all interest in the Edge Business was transferred to a person nominated by the Lenders.

Corporate History of NaaS

NaaS launched its EV charging services in 2019 through Chezhubang (Beijing) Technology Co., Ltd. ("Chezhubang Technology"), and its subsidiaries Beijing Chezhubang New Energy Technology Co., Ltd. ("Beijing Chezhubang") and Kuaidian Power (Beijing) New Energy Technology Co., Ltd. ("Kuaidian Power Beijing"), which were established by Chezhubang Technology in July 2018 and August 2019, respectively.

In July 2019, Dada Auto was incorporated in the Cayman Islands. Dada Auto later became the holding company of NaaS to facilitate NaaS' offshore financing.

In September 2021, Beijing Chezhubang acquired 100% of the equity interests in Shaanxi Kuaidian Mobility Technology Co., Ltd. ("Shaanxi Kuaidian"). In September 2020, Kuaidian Power Beijing incorporated a wholly-owned subsidiary, Zhidian Youtong Technology Co., Ltd. ("Zhidian Youtong").

In February 2021, Cosmo Light (Beijing) New Energy Technology Co., Ltd. ("Cosmo Light") was incorporated. In April 2021, Qingdao Hill Matrix New Energy Technology Co., Ltd. ("QHM New Energy") was incorporated. Ownership interests in each of Cosmo Light and QHM New Energy were held by NaaS through certain nominee arrangements. In September 2021, Beijing Chezhubang acquired 100% of the ownership interest in Shaanxi Kuaidian. In December 2021, Dada Auto incorporated Cosmo Light HK limited and Hill Matrix HK Limited.

In early 2022, NaaS completed the Restructuring, as part of which:

- Dada Auto, through Zhejiang Anji Intelligent Electronics Holding Co., Ltd. ("Anji Zhidian"), a subsidiary in China, entered into a series of contractual arrangements ("VIE Agreements") with Kuaidian Power Beijing and shareholders of Kuaidian Power Beijing, as a result of which Kuaidian Power Beijing was treated as a VIE of NaaS;
- Anji Zhidian acquired 100% of the ownership interest in Beijing Chezhubang from Chezhubang Technology, and Beijing Chezhubang in turn acquired 100% of the ownership interest in Zhidian Youtong, in conjunction with which (a) Anji Zhidian further acquired 100% of the equity interests in Cosmo Light in March 2022, and (b) Anji Zhidian acquired 100% of the equity interests in QHM New Energy in March 2022; and
- In April 2022, all the VIE Agreements were terminated and Anji Zhidian acquired 100% of the equity interests in Kuaidian Power Beijing.

As a result of the Restructuring, we do not have any VIE and conduct our operations in China through our subsidiaries as of the date of this Shell Company Report on Form 20-F.

In April 2022, Cosmo Light HK limited and Hill Matrix HK Limited incorporated Shandong Cosmo Light Co., Ltd and Zhejiang Huzhou Hill Matrix Limited in China, respectively. In May 2022, Shandong Cosmo Light Co., Ltd and Zhejiang Huzhou Hill Matrix Limited acquired 100% of the equity interests in Cosmo Light and in QHM New Energy from Anji Zhidian, respectively.

NaaS' EV charging service business was previously carried out by Newlink and subsidiaries of Newlink, and consequently, the combined financial statements of NaaS as of and for the years ended December 31, 2020, and 2021 included in this Shell Company Report on Form 20-F are presented using the carrying value of such business for all periods presented. See "Item 5. Operating and Financial Review and Prospects."

The Mergers

On February 8, 2022, we entered into an Agreement and Plan of Merger (the "Merger Agreement") with Dada Merger Sub Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and our wholly owned subsidiary ("Merger Sub"), Dada Merger Sub II Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and our wholly owned subsidiary ("Merger Sub II") and NaaS, pursuant to the terms of which (i) Merger Sub merged with and into the NaaS (the "Merger"), with NaaS being the surviving entity (the "Surviving Entity") following the Merger, the separate corporate existence of Merger Sub ceased and NaaS continued as the Surviving Entity after the Merger and as our direct, wholly-owned subsidiary, and (ii) immediately after the Effective Time (as defined in the Merger Agreement), the Surviving Entity merged with and into Merger Sub II (the "Second Merger", and together with the Merger, the "Mergers") with Merger Sub II being the surviving entity (the "Surviving Company") following the Merger, the separate corporate existence of the Surviving Entity ceased and Merger Sub II continued as the surviving company (the "Surviving Company") following the Second Merger and as a direct, our wholly-owned subsidiary.

The Mergers were consummated (the "Closing") on June 10, 2022, upon which we changed our name from "RISE Education Cayman Ltd" to "NaaS Technology Inc." and our ticker from "REDU" to "NAAS" and assumed and began conducting the principal business of NaaS. The number of shares represented by each ADS was also changed from two shares per ADS to ten shares per ADS.

At the Closing:

- ordinary shares of NaaS that were issued and outstanding immediately prior to the Effective Time (as defined in the Merger Agreement) (other than any Excluded Shares (as defined below) or ordinary share of NaaS held by Newlink) were cancelled in exchange for fully paid and non-assessable Class A ordinary shares;
- ordinary shares of NaaS that were issued and outstanding immediately prior to the Effective Time (other than any Excluded Shares) and held by Newlink were cancelled in exchange for a total of 248,888,073 Class B ordinary shares and 1,398,659,699 Class C ordinary shares;
- Series A preferred shares of NaaS that were issued and outstanding immediately prior to the Effective Time were cancelled in exchange for fully paid and non-assessable Class A ordinary shares;

- shares of NaaS that were held in treasury or owned by RISE, Merger Sub or Merger Sub II or any other wholly-owned subsidiary of RISE, Merger Sub or Merger Sub II immediately prior to the Effective Time (each an "Excluded Share"), were cancelled and extinguished without any conversion thereof or payment therefor;
- each of RISE ordinary share that was issued and outstanding immediately prior to the Effective Time was converted into and became one fully paid and non-assessable Class A ordinary shares;
- each ordinary share, par value $0.01 per share, of Merger Sub that was issued and outstanding immediately prior to the Effective Time was converted into and became one fully paid and non-assessable ordinary share, par value $0.01 per share, of the Surviving Entity; and
- each ordinary share, par value $0.01 per share, of the Surviving Entity that was issued and outstanding immediately prior to the Second Effective Time (as defined in the Merger Agreement) was converted into and became one fully paid and non-assessable ordinary share, par value $0.01 per share, of the Surviving Company.

See "Item 4.C. Information on the Company—Organizational Structure" for a diagram illustrating our corporate structure upon consummation of the Mergers.

Our principal executive offices are located at Newlink Center, Area G, Building 7, Huitong Times Square, No.1 Yaojiayuan South Road, Chaoyang District, Beijing, China. Our telephone number at this address is +86 (10) 8551-1066. Our registered office in the Cayman Islands is PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. Our website is *https://www.enaas.com*. The information on our websites should not be deemed to be part of this Shell Company Report on Form 20-F. The SEC also maintains a website at *https://www.sec.gov* that contains reports, proxy, and information statements, and other information regarding registrants that make electronic filings with the SEC using its EDGAR system.

B. Business Overview

Overview

We are one of the largest and fastest growing EV charging service providers in China. Our vision is to power the world with carbon neutral energy. NaaS' EV charging services began in 2019, and we have established and maintain the largest EV charging network in China in terms of the charging volume transacted through our charging network for third-party charging station operators, and in terms of the number of public DCFCs connected to our network, according to CIC. We believe we are capable of maintaining our leadership position in the booming Chinese market and we are well positioned to capitalize on our sustainable first mover advantages and success in China to become a global leader in EV charging services.

We have adopted an asset-light business model that allows for accelerated expansion and growth. We offer a comprehensive suite of EV charging solutions that mainly serves charging station operators, charger manufacturers, EV OEMs and end-users, and also benefits other stakeholders along the EV charging industry value chain:

- ***Online EV Charging Solutions***. We provide an integrated set of online solutions to charging station operators. We offer effective mobility connectivity services that boosts the visibility of charging stations and charging piles and connects end-users with suitable charging infrastructure through different traffic channels. We also provide other online solutions, including SaaS products that digitalize and upgrade key aspects of the operations and the management of charging stations.

- ***Offline EV Charging Solutions***. We offer a wide range of offline services that simplify the daily operations of charging station operators, ranging from hardware procurement, electricity procurement, station maintenance, to customer support and more. We also provide end-to-end supply chain services to station operators, and have proven to be an effective marketing and distribution channel for our partner charger manufacturers, through which hardware sales are made.
- ***Non-Charging Services***. We have pioneered the introduction of non-charging services (such as food and beverage services) to station operators to help them generate diversified revenue streams, creating a new charging experience for end-users.

As of March 31, 2022, NaaS' charging solutions have benefited more than 800 charging station operators and over 30,000 charging stations, and had fulfilled the charging need of 2.2 million end-users. We have established and we are maintaining the largest charging network in China in terms of the number of public DCFCs, according to CIC. As of March 31, 2022, NaaS' connected chargers had penetrated into 309 cities. More than 80% of the chargers accessible on our network are DCFCs. More than 1,232GWh of charging volume was transacted through NaaS' network in 2021, representing 18% of all charging volume completed through public chargers in China in 2021, according to CIC. NaaS recorded a DCFC coverage rate of 61.8% over all public DCFCs in China in 2021. The total value of all charging pile sold through NaaS' network reached US$8 million in 2021.

We primarily operate in China which, according to CIC, is the largest EV sales and public charging market in the world, and also one of the fastest growing. China has been at the forefront of electric mobility. It is making a nation-wide transition towards electrification, and the PRC government has offered extensive support and incentives. China's charging network has seen a corresponding rate of growth with the rapid adoption of EVs and is expected to continue to expand as the adoption of EV continues in China. The China EV charging market has certain unique characteristics. In particular, demand for public charging infrastructure is very high relative to other markets due to the scarcity of private or residential charging facilities. The lack of home or private charging infrastructure exists for several reasons:

- ***Scarcity of private parking spaces***. China's urban population density is high, especially for the relatively more developed regions of the country, which also tend to have higher EV adoption rates. Private parking spaces are limited, and a home garage is a rarity in these cities, making public charging stations the most viable form of charging available. In addition, according to CIC, less than 50% of all EVs in China were paired with private charging facilities at the end of 2021.
- ***Constraints in grid capacity and difficulty in changing infrastructure in residential areas***. The adoption of private charging is also hobbled by governmental restrictions on electricity usage as well as grid limitations. There are also substantial challenges in upgrading or modifying the existing grid system of an existing residential area for EV charging.
- ***Community objections to the installation of private charging facilities***. Installation of private charging facilities faces specific challenges in densely populated and residential areas. Communities may express reservations about having private charging infrastructure built in their residential neighborhoods, and the high urban density in China also heightens the safety concerns over the presence of private EV charging and electricity equipment around densely populated residential areas.

These factors make private residential charging less attractive and less achievable in China but in turn create an enormous market for public charging in China. The increasing dominance of public charging also has implications for consumer behavior. As end-users cannot simply park their EVs and leave their EVs completely unattended, end-users in China will tend to wait at the charging station or in the vicinity during the charging session. According to CIC, the average time required for a charging session is approximately 60 to 90 minutes, which corresponds to the average vehicle parking time and the waiting time of end-users at the charging stations. The consequence of this is that the Chinese market has exhibited a general preference towards faster charging so as to reduce the wait time for end-users. As a result, the scale and speed of construction of DCFCs in China have grown rapidly in recent years. The relatively long waiting times for public charging services also provides a potentially substantial opportunity for charging station operators to offer additional and ancillary products and services to end-users, and to transform and enhance the end-user charging experience.

To cater to the unique characteristics of the Chinese market and to address the pain points that have negatively impacted China's EV charging ecosystem, we have developed a comprehensive set of solutions and pioneered a distinct business model that benefits charging station operators, end-users, charger manufacturers, EV OEMs, and other participants along the EV charging industry value chain in China.

We are committed to product and service innovations and have continued to expand our offerings throughout our history. NaaS launched its mobility connectivity services in 2019. Full station operation commenced in June 2020 and non-charging services were launched one month later. NaaS began to provide hardware procurement services in July 2020, and electricity procurement services in October 2020. NaaS further added SaaS products and services targeting EVs and station operation and maintenance to its portfolio of solutions in 2021.

We are committed to decarbonization and the building of a green and sustainable future. We believe in clean energy and we are facilitating the adoption of EVs through the deployment and operation of EV charging infrastructure, allowing for the reduction of greenhouse gas emissions caused by traditional vehicles. As certified by SGS, an independent Swiss testing agency, NaaS helped reduce carbon emissions by approximately 900,000 tons in 2021. We will continue our efforts to reduce the carbon footprint of transportation by offering compelling EV charging solutions.

Our EV Charging Solutions

We offer a comprehensive suite of charging solutions – including online and offline management and operational support as well as services related to non-charging services – that are tailored for the unique demands of the Chinese market. Our product and service offerings fall into three main categories:

- online EV charging solutions;
- offline EV charging solutions; and
- services related to non-charging businesses.

As part of our online EV charging solutions, our mobility connectivity services effectively generates traffic for charging station operators and connects end-users with suitable charging infrastructure in their vicinity. Our other operational solutions primarily service station operators and owners, providing guidance and support through every stage of the station lifecycle. As the largest EV charging service provider in China according to CIC, we are backed by significant operational expertise, knowledge of industry best practices, and experience with standardized charging services. The integration of our online and offline service capabilities ensures that we are capable of providing hardware-integrated operation solutions that synthesizes IoT devices into management software to enable turn-key development for charging stations and automating business processes. We enable charging station operators to intelligently deploy EV charging infrastructure at commercial, retail, and public locations as well as multi-unit residential buildings. Our insights enable charging station operators to optimize their charging network density. In addition, we can assist charging station operators in station design and decoration, and also enable hardware, furniture and fixtures, and electricity procurement with discounted prices. Our services also extend to after the opening of the station, and include management and operational support for charging stations, including maintenance and customer support.

Online EV Charging Solutions

We offer a comprehensive set of online EV charging solutions. Our mobility connectivity services provides traffic referrals to charging station operators and enable a frictionless and hassle-free charging experience for end-users. We provide SaaS products to support charging station operators with the management of key aspects of their stations' daily operations. We empower station operators to increase customer acquisition, streamline operational processes and critical business tasks, allowing them to better control operating costs, create new business opportunities and ultimately enhance their overall efficiency and profitability.

Mobility Connectivity Services

Our mobility connectivity services, or traffic support services, increase the visibility of charging stations and charging piles and provides channels for charging station operators to gain access to end-users. At the same time, end-users benefit from the vast number of charging stations and charging piles on our network which support multiple EV brands and models, and charging options.

We provide a centralized and single reliable source of charging station information, through which numerous charging stations and charging piles can be networked and presented at the fingertip of end-users. This improves user awareness of different stations and provides additional traffic for station operators, while also increasing the utilization rate of their charging facilities. Simultaneously this also enables an easier charging experience for end-users, which in turn also improves EV user satisfaction rates, and potentially increases sales for EV OEMs.

Charging piles and stations can be difficult to locate given their low visibility and the tendency of chargers to be located in less visibly prominent areas. This difficulty is exacerbated when a driver seeks charging facilities in areas that he or she is less familiar with. Even when this first hurdle is overcome and a driver successfully locates a charging pile, often the charger located maybe malfunctioning or non-operational. Identifying a properly working charger with a compatible user interface and back-end software can be difficult, frustrating and time consuming, all of which creates a negative EV user experience. Another complexity in the EV charging market is that different EV brands and models in the Chinese market require different APPs to initiate charging sessions. As a result, different charging station operators are typically accessible only through different APPs, requiring users to download and switch between multiple APPs to be able to access more charging options.

As of March 31, 2022, NaaS had enabled approximately 2.2 million end-users to receive higher quality EV charging services. As of March 31, 2022, NaaS had over 800 charging station operators on its network covering 340,000 chargers. More than 80% of the chargers accessible on our network are DCFCs.

As more station operators join our charging network, the additional charging stations will attract a growing number of end-users to our services. The access to more end-users then translates into greater potential for us to introduce traffic to station operators, thereby attracting more station operators to our ecosystem. This creates a positive network effect and fosters a virtuous cycle for the betterment of our mobility connectivity services.

Other Services

We also provide other online solutions, including SaaS products, that extend to traffic support and management, marketing, payment, charging piles management, order management, load management, and membership management. We also provide phone support to both site hosts and end-users.

We are also working with certain EV OEMs to provide functions and applications within the pre-installed software of their EVs, which is expected to further enhance and simplify the charging experience for end-users, helping to generate additional EV sales for partnering EV OEMs by enhancing the charging experience and addressing one of the major pain points of EV owners.

Offline EV Charging Solutions

We support charging station operators with their hardware and electricity procurement, and maintain a comprehensive suite of offline operation solutions that addresses the needs of station operators' daily operations, as well as solutions for the maintenance and upkeep of charging infrastructure, helping station operators improve their operational efficiency and increase profitability.

Hardware Procurement

We help charging station operators with their procurement requirements. We procure suitable chargers at bulk purchase prices from our partner charger manufacturers and re-sells these chargers to charging station operators.

With the rapid increase in the number of EV parcs in China, the total number of public EV chargers is expected to grow to meet the corresponding increase in charging demand. As more small and medium-sized charging station operators are expected to enter the market, there will be a growing need for the procurement of new chargers for new station construction or for the replacement of existing chargers. However, small and medium-sized station operators are unable to secure favorable discounts or crucial pre- or post-sales services from charger manufacturers due to their limited scale. Our extensive station operator network allows us to integrate procurement demands for chargers from various operators to make bulk purchases at a lower price and to secure important pre- or post-sales services from charger manufacturers, all for the benefit of station operators. It is also worth noting that there are a vast number of charger manufacturers in China of varying size and quality. These manufacturers also provide different levels of support and different services in connection with the sale of their charging piles. The repertoire of products and services of a given charger manufacturer may be suitable for certain charging station operators but not others, depending on the operator's size, operational environment and other requirements. Specifically, many charger manufacturers do not have the capacity to cater to small and medium-sized station operators that are expected to dominate the EV charging market in China. As a result, station operators, particularly small and medium-sized station operators, face difficulties in finding the right charger manufacturer with the right set of products and services that adequately meets their operational needs. On the other hand, charger manufacturers themselves are faced with intense competition, and may lack adequate sales and marketing channels to reach the right station operators.

Charging station operators that are integrated into our ecosystem are connected with the most suitable charger manufacturers for their specific needs, and this in turn provides a valuable sales channel for our charger manufacturer partners. We have a close working relationship with over 800 different charging station operators and 29 charger manufacturers (most of them are leading charger manufacturers in China (in terms of revenue)), enabling us to better serve our station customers as well as our partnering charger manufacturers. Leveraging the EV charging ecosystem that we have built, and utilizing our deep understanding of both the needs of our charging station partners and the capabilities of our charger manufacturer partners, we have been able to efficiently promote the sales of charger manufacturers and address procurement difficulties for charging station operators.

In relation to our hardware procurement, NaaS had historically limited its participation to the facilitation of sales transactions, generating revenues by charging a take rate on the procurement value. Since 2022, NaaS has begun directly undertaking procurement and sales activities as a part of its offline EV charging solutions.

Other Offline Services

We provide electricity procurement services to charging station operators. Leveraging the vast number of station operators on our network, we are able to aggregate procurement requirements for electricity and negotiate for and secure electricity at favorable prices. This is particularly beneficial to small and medium-sized station operators who often lack the ability to obtain lower prices due to a lack of scale.

To complement our EV charging services, we also provide charging station operators with 24/7 offline operational and management services. Depending on their varying needs, charging station operators can opt for professional operational services from us, including outsourcing to us their daily operations, including the regular maintenance and upkeep of their charging piles and stations. They can also order onsite maintenance and repair services provided by specialized technicians in the event of any equipment failure or hardware downtime.

Non-charging Services

We are able to boost charging station revenues by providing station operators with the ability to provide additional retail services as well as other amenities and ancillary services. The dominant position of public charging in the Chinese market means that the vehicle parking time and the time spent by EV drivers at the charging station will correspond closely to the charging time, which is on average approximately 60 to 90 minutes according to CIC. This long waiting time offers tremendous potential to offer additional retail and ancillary services.

We are a pioneer in packaging non-charging retail and ancillary services into charging stations and have retail resources that are ready for deployment. As of March 31, 2022, NaaS had assisted close to 400 charging stations in delivering more than 8 different kinds of retail and ancillary services, including the sale of food and other merchandise through vending machines, car washing services and massage services. We are also exploring the potential of other retail services. We empower charging station operators with the ability to adopt scenario-specific furniture and fixture or infrastructure designs with a variety of amenities and non-charging services, such as vending machines, massage chairs, and car wash tunnels. We are also assisting charging station operators in station design and decoration, furniture and fixture procurement with discounted prices for non-charging businesses. We have amassed substantial experience and expertise in this area and we are continuing to explore different retail possibilities which will help improve the revenue streams of charging station owners.

In addition, passenger EVs are gradually replacing commercial EVs as the dominant EV models serviced by charging stations in China. As a result, end-users are now selecting their destination for charging based on a different and broader set of criteria. By enabling charging stations to provide non-charging services, we are able to label charging stations on our network based on the amenities and ancillary services they offer. We work with our business partners to realize the full potential of this information by efficiently matching end-users with the right charging stations that offer the right non-charging services, thereby enhancing the end-user experience and increasing traffic for station operators.

Full Station Operation

In addition to providing charging station operators with online and offline EV charging solutions as well as non-charging services, NaaS was also independently and fully operating 73 stations for 11 station owners as of March 31, 2022. Specifically, because of the comprehensiveness of our EV charging solutions, we have been uniquely able to take full control of the day-to-day operations of charging stations and to provide fully outsourced station operations and management to the station owners. Under this model, we obtain the operational rights to the charging station and takes the full responsibility for running the entire operation of the station. We retain all of the revenue, which is accounted for as revenue generated by offline EV charging solutions, after paying a fixed amount of pre-agreed fees to the station owner. This model allows us to capture more revenues derived from our EV charging solutions and fully realize all the potential paths for monetization.

Sales and Marketing

We grow our customer base through marketing activities, branding campaigns, as well as the efforts of our in-house business development teams. We also capitalize on the operating experience, resources and insights of Newlink to acquire new customers.

We adopt different expansion strategies for different charging station operators and owners. Leveraging the market leadership, industry experience and resources of Newlink and of ourselves, our business development team has often been able to identify new charging stations and charging piles at the earliest possible times, which then gives us an advantage in initiating the first contact with the relevant station operators and owners for a potential partnership. Our business development team also constantly monitors and scouts for new charging infrastructure that can potentially partner with our business model, using methods including online searches and offline site visits. After the initial engagement with the station operators and owners, the team then continues to maintain regular contact and will continuously explore potential short-term and long-term opportunities with the station operators and owners through constant relationship building activities, lead generation and market conditioning work, and regular marketing. In addition, we also enter into strategic cooperation with local governments and state-owned entities in China, who are often large-scale station operators and owners. Once a charging station joins our network, our business development team will assign designated personnel to maintain liaison with the station and provide it with comprehensive support.

We also seek to expand our mobility connectivity services through a variety of online and offline activities, including marketing and branding activities and promotions targeting end-users and other users of our EV charging network. As our mobility connectivity services gain greater traction among end-users, these initiatives would also result in more station operators joining our network.

Competition

Competition in this industry is based primarily on the extensiveness of the charging network as determined by the number of charging station operators and charging piles, the variety and quality of EV charging services and products offered, industry supply and value chain integration capabilities, and technology capabilities.

It is expected that the EV charging service market in China will see an increasing penetration of DCFCs. This is because of the strong need to reduce charging time at public charging facilities, which will become the dominant form of charging in China. DCFC is able to boost charging efficiency and optimize user experiences in significant measure, which corresponds closely with the needs of end-users in China.

The success of our mobility connectivity services is largely dependent on the extensiveness of our charging network but also demands effective end-user acquisition and retention. Ongoing engagement with station operators and the effectiveness of our marketing efforts are critically important to our efforts to gain market share in the Chinese market. We also compete on the comprehensiveness of the range of products and services offered to station operators as well as the quality, performance, features, and prices of the products and services. Our industry is generally in an early stage of development and is constantly evolving. New demands and preferences continue to emerge from various industry participants, and in particular from end-users and charging station operators and owners. We will be tested on our ability to forecast and meet shifts in the market and our ability to adapt our product and service offerings in a timely manner.

We believe that we can compete effectively with its competitors on the basis of the following factors:

- the comprehensiveness of our EV charging solutions and strategic focus on DCFC infrastructure, and our ability to continuously upgrade and develop products and services to meet the changing needs, preferences and demands of our customers and end-users;
- the first-mover advantage we have gained and the market leadership that we have fostered in terms of market share and coverage of charging station operators and facilities;
- the adoption of an asset-light business model that allows for accelerated expansion and growth;
- the vision and proven execution capability of our management team; and
- the effectiveness of our sales and marketing strategies.

Regulations

This section summarizes certain laws and regulations that materially affect our business and operations and the key provisions of such laws and regulations.

Regulations Related to Foreign Investment

Investment activities in China by foreign investors are principally governed by the Catalog of Industries for Encouraging Foreign Investment (the "Encouraged Industries Catalog") and the Special Management Measures (Negative List) for the Access of Foreign Investment (the "Negative List"), which were promulgated and are amended from time to time by the Ministry of Commerce ("MOFCOM") and the National Development and Reform Commission (the "NDRC"), and together with the PRC Foreign Investment Law (the "FIL"), and their respective implementation rules and ancillary regulations. The Encouraged Industries Catalog and the Negative List lay out the basic framework for foreign investment in China, classifying businesses into three categories in terms of the level of participation permitted to foreign investment: "encouraged," "restricted" and "prohibited." Industries not listed in the Encouraged Industries Catalog are generally deemed as falling into a fourth category of "permitted" industries unless specifically restricted by other PRC laws.

On December 27, 2020, MOFCOM and the NDRC released the Encouraged Industries Catalogue (2020 Version), which became effective on January 27, 2021, to replace the then existing Encouraged Industries Catalog. On December 27, 2021, MOFCOM and the NDRC released Negative List (2021 Version), which became effective on January 1, 2022, to replace the then existing Negative List. The Negative List (2021 Version) sets forth the industries in which foreign investments are restricted or prohibited. Industries that are not listed in the Negative List (2021 Version) are generally permitted to foreign investment unless otherwise specifically restricted by other PRC rules and regulations.

On March 15, 2019, the National People's Congress (the "NPC") promulgated the FIL, which became effective on January 1, 2020 and replaced the main body of laws and regulations then governing foreign investment in China. Pursuant to the FIL, "foreign investments" refer to investment activities conducted by foreign investors directly or indirectly in China, which include any of the following circumstances: (1) foreign investors setting up foreign-invested enterprises in China solely or jointly with other investors, (2) foreign investors obtaining shares, equity interests, interests in property or other similar rights and interests of enterprises within China, (3) foreign investors investing in new projects in China solely or jointly with other investors, and (4) investment by other means as specified in laws, administrative regulations, or as stipulated by the State Council.

According to the FIL, foreign investment shall enjoy pre-entry national treatment, except for those foreign invested entities that operate in industries deemed to be either "restricted" or "prohibited" in the Negative List. The FIL provides that foreign invested entities operating in "restricted" or "prohibited" industries will require entry clearance and other approvals.

On December 26, 2019, the State Council promulgated the Implementing Rules of Foreign Investment Law, which became effective on January 1, 2020. The implementation rules further clarified that the state encourages and promotes foreign investment, protects the lawful rights and interests of foreign investors, regulates foreign investment administration, continues to optimize foreign investment environment, and advances a higher-level of openness.

On December 30, 2019, MOFCOM and the State Administration for Market Regulation (the "SAMR") jointly promulgated the Measures for Information Reporting on Foreign Investment, which became effective on January 1, 2020. Pursuant to the Measures for Information Reporting on Foreign Investment, where a foreign investor carries out investment activities in China directly or indirectly, the foreign investor or the foreign-invested enterprise shall submit information relating to the investment to the competent commerce department.

Regulations Related to Value-Added Telecommunications Services

The Telecommunications Regulations of the PRC (the "Telecommunications Regulations"), which was promulgated by the State Council on September 25, 2000 and most recently amended on February 6, 2016, provides the regulatory framework for telecommunications service providers in China. The Telecommunications Regulations classifies telecommunications services into basic telecommunications services and value-added telecommunications services. Providers of value-added telecommunications services are required to obtain a license for value-added telecommunications services. According to the Catalog of Telecommunications Services, attached to the Telecommunications Regulations and most recently amended by the Ministry of Industry and Information Technology ("MIIT") on June 6, 2019, information services provided via public communication network or the internet are value-added telecommunications services.

The value-added telecommunications services are regulated by the Administrative Measures on Internet Information Services (the "Internet Measures"), which was promulgated by the State Council on September 25, 2000 and most recently amended on January 8, 2011. "Internet information services" is defined as "services that provide information to online users through the internet." The Internet Measures classifies internet information services into non-commercial internet information services and commercial internet information services. Commercial internet information service providers shall obtain a value-added telecommunications business operating license for internet information service (the "ICP License") from appropriate telecommunications authorities. An ICP License has a term of five years and can be renewed 90 days prior to its expiration, according to the Administrative Measures for Telecommunications Businesses Operating Licensing, which was promulgated by MIIT on March 1, 2009 and amended on July 3, 2017 (with such amendment coming into effect on September 1, 2017).

The Regulations for the Administration of Foreign-Invested Telecommunications Enterprises, promulgated by the State Council on December 11, 2001 and most recently amended on March 29, 2022, requires foreign-invested value-added telecommunications enterprises in China to be established as Sino-foreign joint ventures, and foreign investors shall not acquire more than 50% of the equity interest of such enterprises, unless the state stipulates otherwise.

According to the Negative List (2021 Version), the ratio of foreign investments in an entity that is engaged in value-added telecommunications business (except for e-commerce, domestic multi-party communications, storage-forwarding and call centers) shall not exceed 50%. NaaS historically conducted certain value-added telecommunications services through Kuaidian Power Beijing, which services had, as part of the Restructuring, been transferred and are currently carried out by a third party service provider.

Regulations Related to Online Payment

On June 14, 2010, the PBOC issued the Administrative Measures on Non-Financial Institution Payment Service and its implementing rules, which was amended on April 29, 2020 and set forth the basic regulatory requirements for the provision of payment services by non-financial institutions. According to the Administrative Measures on Non-Financial Institution Payment Service, "non-financial institution payment service" means any of the following monetary asset transfer services provided by non-financial institutions as an intermediary between the payor and the payee: (i) online payment; (ii) pre-payment card issuance and receipt; (iii) bank card acceptance; and (iv) other payment services as specified by the PBOC. Pursuant to the Administrative Measures on Non-Financial Institution Payment Service, a non-financial institution that provides payment services shall obtain a payment business license to become a payment institution. No non-financial institution or individual shall engage in payment services, either directly or indirectly, without the PBOC's approval.

In November 2017, the PBOC published the PBOC Notice, on the investigation and administration of illegal offering of settlement services by financial institutions and third-party payment service providers to unlicensed entities. The PBOC Notice is intended to prevent unlicensed entities from using licensed payment service providers as a conduit for conducting unlicensed payment settlement services, so as to safeguard fund security and information security.

As part of NaaS' business operation prior to the Restructuring, end-users were required to make prepayments through *Kuaidian* under certain circumstances, including to initiate certain services through *Kuaidian*. This could potentially have constituted issuance of prepaid cards by NaaS under then prevailing PRC laws and regulations and required a payment business license. In line of market practice, NaaS had previously engaged licensed entities such as third-party payment institutions and commercial bank to provide payment settlement services. However, because there were and remain to be uncertainties with respect to the implementation and interpretation of the applicable laws and as the these laws continue to evolve, the PBOC and other governmental authorities may find NaaS' settlement mechanisms to be in violation of the Administrative Measures on Non-Financial Institution Payment Service, the PBOC Notice or other related regulations.

Regulations Related to Mobile Internet Applications Information Services

In addition to the Telecommunications Regulations and other regulations discussed above, mobile internet applications ("Apps") are specially regulated by the Administrative Provisions on Mobile Internet Applications Information Services (the "App Provisions"), which was promulgated by the Cyberspace Administration of China ("CAC") on June 28, 2016 and became effective on August 1, 2016. The App Provisions sets forth the relevant requirements applicable to App information service providers and App Store service providers. The CAC and its local branches shall be responsible for the supervision and administration of nationwide and local App information respectively.

App providers shall strictly discharge their responsibilities relating to information security management, and perform the following duties: (1) in accordance with the principles of "real name at background, any name at foreground," verify identities of registered users through mobile numbers etc.; (2) establish and improve the mechanism for user information security protection, adhere to the principles of "legality, appropriateness and necessity" in the collection and use of personal information, expressly state the purposes and methods of information collection as well as the scope of information collected, and obtain users' consent; (3) establish and improve the mechanism for the verification and management of information, adopt appropriate sanctions and measures such as warning, restricting functionality, suspending updates, and closing accounts, following any release of illegal information, and maintain records and reports for the submission to or inspection by the competent department; (4) protect and safeguard users' "rights to know and rights to choose" during the installation or use of Apps in accordance with the law, refrain from collecting geographic locations, reading address books, or using cameras or recordings, without the express notifications to and consent of the users, refrain from turning on functions irrelevant to the services provided and refrain from bundling and installing irrelevant Apps; (5) respect and protect intellectual property rights and refrain from producing or releasing Apps that infringes upon intellectual property rights; and (6) maintain records of user log information for 60 days.

Historically, Kuaidian Power Beijing operated *Kuaidian*. As part of the Restructuring, the ownership of *Kuaidian* as well as the rights to access and use certain data generated by or in the possession of *Kuaidian* have been transferred to a third-party service provider as of the date of this Shell Company Report on Form 20-F. NaaS entered into a business cooperation agreement with the third-party service provider pursuant to which NaaS will receive certain services from such operator in relation to the delivery of EV charging solutions.

Regulations Related to Consumer Protection

According to Law of the PRC on the Protection of Consumer Rights and Interests, which was promulgated by the SCNPC on October 31, 1993 and most recently amended on October 25, 2013, in providing goods or services to consumers, business operators shall fulfill their obligations in accordance with this law and other applicable laws and regulations. Business operators shall fulfill their obligations as agreed with consumers, provided that the agreements with consumers are not in violation of any laws or regulations. In providing goods or services to consumers, business operators shall adhere to social morality, operate business in good faith, and protect the lawful rights and interests of consumers, and shall neither set unfair or unreasonable trading conditions nor force consumers into any transactions. Business operators shall provide consumers with true and complete information regarding the quality, performance, use, and service life or expiration date, among others, of goods and services provided, and shall not conduct any false or misleading promotion. Business operators shall provide true and definitive answers to questions from consumers regarding the quality and use instructions of the goods and services they provide. Business operators shall clearly indicate the price of the goods and services they provide.

Regulations Related to Advertising

On April 24, 2015, the SCNPC enacted the Advertising Law of the People's Republic of China (the "New Advertising Law"), which became effective on September 1, 2015 and most recently amended on April 29, 2021. The New Advertising Law requires that advertisers, advertising operators and advertisement publishers shall abide by the laws and administrative regulations, and the principles of fairness and good faith while engaging in advertising activities.

The Interim Measures for the Administration of Internet Advertising (the "Internet Advertising Measures"), regulating the internet-based advertising activities were adopted by the SAIC on July 4, 2016 and became effective on September 1, 2016. According to the Internet Advertising Measures, internet advertisers are responsible for the authenticity of the advertisements content and all online advertisements must be marked "Advertisement" so that viewers can easily identify them as such. Publishing and circulating advertisements through the internet shall not affect the normal use of the internet by users. It is not allowed to induce users to click on the content of advertisements by any fraudulent means, or to attach advertisements or advertising links in emails without permission. In addition, the following internet advertising activities are prohibited: (i) providing or using any applications or hardware to intercept, filter, cover, fast forward or otherwise restrict any authorized advertisement of other persons, (ii) using network pathways, network equipment or applications to disrupt the normal data transmission of advertisements, alter or block authorized advertisements of other persons or load advertisements without authorization, or (iii) using fraudulent statistical data, transmission effect or matrices relating to online marketing performance to induce incorrect quotations, seek undue interests or harm the interests of others. NaaS is subject to the foregoing regulations on advertising to the extent it helps charging station and station operators attract traffic including as part of its mobility connectivity services.

Regulations Related to Internet Information Security and Privacy And Protection

PRC government authorities have enacted laws and regulations with respect to internet information security and protection of personal information from any abuse or unauthorized disclosure. Internet information in China is regulated and restricted from a national security standpoint. The SCNPC enacted the Decisions on Maintaining Internet Security on December 28, 2000 as amended on August 27, 2009, which imposes criminal liabilities for any act taken to: (i) gain improper entry into a computer or system of strategic importance; (ii) disseminate politically disruptive information; (iii) leak state secrets; (iv) disseminate false commercial information; or (v) infringe on intellectual property rights. The Ministry of Public Security ("MPS") has promulgated measures that prohibit the use of internet in ways which, among other things, result in a leakage of state secrets or a dissemination of socially destabilizing content. If an internet information service provider violates these measures, the MPS and its local branches may shut down its websites and suggest to the relevant authority to revoke its operating license if necessary.

Under the Several Provisions on Regulating the Market Order of Internet Information Services, issued by the MIIT on December 29, 2011 and taking effect on March 15, 2012, an internet information service provider must not collect any personal information from any of its users or provide any such information to third parties without the consent of such user, unless otherwise provided by laws or regulations. Internet information service providers must expressly inform the users of the method for and purpose of the collection and processing of such user's personal information and the content of the personal information so collected and processed, and should only collect or use such information to the extent necessary for the provision of its services. An internet information service provider is also required to properly maintain users' personal information, and in case of any leak or possible leak of such personal information, the Internet information service provider must take immediate remedial measures and, in severe circumstances, make an immediate report to the relevant telecommunications regulatory authority.

In addition, pursuant to the Decision on Strengthening the Protection of Online Information issued by the SCNPC on December 28, 2012 and the Order for the Protection of Telecommunication and Internet User Personal Information issued by the MIIT on July 16, 2013, any collection and use of a user's personal information must be subject to the consent of the user, adhere to the principles of legality, rationality and necessity and be within the specified purposes, methods and scopes. An internet information service provider must also keep such information strictly confidential, and is further prohibited from divulging, tampering with or destroying any such information, or selling or providing such information to other parties. An internet information service provider is required to take technical and other measures to prevent the unauthorized disclosure, damage or loss of any personal information collected.

On November 7, 2016, the SCNPC issued the Cyber Security Law of the PRC (the "Cybersecurity Law"), which took effect on June 1, 2017. The Cybersecurity Law is formulated to maintain the network security, safeguard the cyberspace sovereignty, national security and public interests, and protect the lawful rights and interests of citizens, legal persons and other organizations. Pursuant to the Cybersecurity Law, a network operator, which includes, among others, internet information services providers, must take technical measures and other necessary measures in accordance with applicable laws and regulations as well as mandatory requirements of national and industrial standards to safeguard the safe and stable operation of networks, effectively respond to network security incidents, prevent illegal and criminal activities, and maintain the integrity, confidentiality and availability of network data. The Cybersecurity Law reaffirms the basic principles and requirements as specified in then existing laws and regulations related to personal information protections, such as the requirements on the collection, use, processing, storage and disclosure of personal information, and the requirements that internet service providers should take technical and other necessary measures to ensure the security the personal information they have collected and prevent such personal information from being divulged, damaged or lost. Any violation of the Cybersecurity Law could subject the internet service provider to warnings, fines, confiscation of illegal gains, revocation of licenses, shutdown of websites as well as criminal liabilities.

On January 23, 2019, the Office of the Central Cyberspace Affairs Commission, the MIIT, the MPS, and the SAMR jointly issued the Notice on Special Governance of Illegal Collection and Use of Personal Information via Apps, which restates the requirement of legal collection and use of personal information, encourages App operators to conduct security certifications, and encourages search engines and App stores to clearly mark and recommend those certified apps.

On November 28, 2019, the CAC, MIIT, the MPS and the SAMR jointly issued the Measures to Identify Illegal Collection and Usage of Personal Information by Apps, which describes six types of illegal collection and usage of personal information, including "the failure to publish rules relating to the collection and usage of personal information", "the failure to provide privacy rules", and "the collection or use of personal information without consent".

On May 28, 2020, the NPC adopted the Civil Code of the PRC which became effective on January 1, 2021. According to the Civil Code, individuals have the right of privacy. No organization or individual shall process any individual's private information or infringe on an individual's right of privacy, unless otherwise prescribed by law or with the consent of such individual or such individual's guardian. The Civil Code also offers protection to personal information and provides that the processing of personal information shall be subject to the principles of legitimacy, legality and necessity. An information processor must not divulge or falsify the personal information collected and stored by it, or provide the personal information of an individual to others without the consent of such individual. On March 12, 2021, the CAC, the MIIT, the MPS and the SAMR jointly issued the Rules on the Scope of Necessary Personal Information for Common Types of Mobile Internet Applications (the "Necessary Personal Information Rules"), which came into effect on May 1, 2021. According to the Necessary Personal Information Rules, mobile App operators shall not deny a user' access to the basic functions and services of an App on the basis that such user refuses to provide his or her personal information which is not necessary for such use. The Necessary Personal Information Rules further stipulates the relevant scopes of necessary personal information for different types of mobile Apps.

On June 10, 2021, the SCNPC promulgated the Data Security Law, which took effect on September 1, 2021. The Data Security Law sets out a national data security review system, under which data processing activities that affect or may affect national security are subject to review. In addition, it clarifies the obligations to protect data security applicable to organizations and individuals who carry out data activities and discharges data security protection responsibilities. Data processors shall establish and improve a whole-process data security management system in accordance with the provisions of laws and regulations, organize and implement data security trainings as well as take appropriate technical measures and other necessary measures to protect data security. If the processing of any organization or personal data violate the Data Security Law, the responsible party shall bear the corresponding civil, administrative or criminal liabilities.

On July 30, 2021, the State Council promulgated the Regulation on Protecting the Security of Critical Information Infrastructure ("CII Regulations"), effective on September 1, 2021. According to the CII Regulations, "critical information infrastructure" has the meaning of an important network facility and information system in important industries such as, among others, public communications and information services, energy, transport, water conservation, finance, public services, e-government affairs and national defense science, as well as other important network facilities and information systems that may seriously endanger national security, the national economy, the people's livelihood, or the public interests in the event of damage, loss of function, or data leakage. The competent governmental authorities as well as the supervisory and administrative authorities of the aforementioned important industries and sectors will be responsible for (i) organizing for the identification of critical information infrastructures in their respective industries in accordance with certain identification rules, and (ii) promptly notifying the operators so identified and the public security department of the State Council of the results of identification. As of the date of this Shell Company Report on Form 20-F, NaaS has not received any notification from any PRC governmental authority that it is operating any "critical information infrastructure."

On August 20, 2021, the SCNPC promulgated the Personal Information Protection Law, effective on November 1, 2021. The Personal Information Protection Law requires, among others, that (i) the processing of personal information should have a clear and reasonable purpose which should be directly related to the purpose of the processing activity, in a method that has the least impact on personal rights and interests, and (ii) the collection of personal information should be limited to the minimum scope necessary to achieve the purpose of the processing activity to avoid the excessive collection of personal information. Different types of personal information and personal information processing will be subject to different rules on consent requirement, transfer, and security. Entities that process personal information shall bear responsibilities for the activities they conduct relating to such personal information, and shall adopt necessary measures to safeguard the security of the personal information that they process. Otherwise, such entities could be ordered to correct, suspend or terminate the provision of their services, and face confiscation of illegal income, fines or other penalties.

On November 14, 2021, the CAC published a discussion draft of the Data Security Regulations, which provides that the undertaking of the following activities shall be subject to a cybersecurity review: (i) the merger, reorganization or separation of network platform operators that have gathered and mastered a large number of data resources related to national security, economic development or public interests affects, which may affect national security; (ii) overseas listing of data processors processing the personal information of over one million users; (iii) the listing in Hong Kong of data processors processing conducting data processing activities which affect or may affect national security; (iv) other data processing activities that affect or may affect national security. The Draft Data Security Regulations also provides that operators of large internet platforms that set up headquarters, operation centers or research and development centers overseas shall report to the national cyberspace administration and other competent authorities. The Draft Data Security Regulations also states that data processors processing important data or listing overseas shall conduct an annual data security assessment by themselves or by engaging a data security service institution, and shall submit the assessment report of a given year to the relevant CAC municipal office before January 31, of the following year. In addition, the Draft Data Security Regulations also requires network platform operators to enact platform rules, privacy policies and algorithm strategies related to data, and to solicit public comments on their official websites for no less than 30 working days when they formulate such platform rules or privacy policies or makes any amendments that may have a significant impact on users' rights and interests. Further, platform rules and privacy policies formulated by operators of large internet platforms with more than 100 million daily active users, or amendments thereto that may have significant impacts on users' rights and interests shall be evaluated by a third-party organization designated by the CAC and submitted to relevant CAC provincial office for approval. As of the date of this Shell Company Report on Form 20-F, the Draft Administrative Regulation on Network Data Security has not come into effect yet.

On December 31, 2021, the CAC together with other regulatory authorities published the Administrative Provisions on Algorithm Recommendation for Internet Information Services, which took effect on March 1, 2022. The Administrative Provisions on Algorithm Recommendation for Internet Information Services provides, among others, that algorithm recommendation service providers shall (i) establish and improve the management systems and technical measures for algorithm mechanism and principle review, scientific and technological ethics review, user registration, information release review, data security and personal information protection, anti-telecommunications and internet fraud, security assessment and monitoring, and security incident emergency response, formulate and disclose the relevant rules for algorithm recommendation services, and employ appropriate professional staff and technical support considering the scale of the algorithm recommendation service provided; (ii) regularly review, evaluate and verify the principle, models, data and application results of algorithm mechanisms, (iii) strengthen information security management, establish and improve a feature database for the identification of illegal inappropriate information, and improve entry standards, rules and procedures; (iv) strengthen the management of user models and user labels, and improve the rules on points of interest recorded into user models and user label management, and refrain from recording illegal or harmful keywords information into the points of interest of users or use them as user labels to push information.

On December 28, 2021, twelve regulatory authorities jointly released the Cybersecurity Review Measures. The Cybersecurity Review Measures provides that: (i) network platform operators that are engaged in data processing activities which have or may have an implication on national security shall undergo a cybersecurity review; (ii) the CSRC is one of the regulatory authorities for purposes of jointly establishing the state cybersecurity review mechanism; (iii) network platform operators that possess personal information of more than one million users and seeking to be listed overseas shall file for a cybersecurity review with the Cybersecurity Review Office; and (iv) the risks of core data, material data or large amounts of personal information being stolen, leaked, destroyed, damaged, illegally used or transmitted to overseas parties, and the risks of critical information infrastructure, core data, material data or large amounts of personal information being influenced, controlled or used maliciously shall be collectively taken into consideration during the cybersecurity review process. The distinction made under the discussion draft of the Draft Data Security Regulations between “listing overseas” and “listing abroad” further clarifies that the obligations to proactively apply for cybersecurity review by an entity seeking listing in a foreign country.

Regulations Related to Dividend Distributions

The principal laws and regulations regulating the dividend distribution of dividends by foreign-invested enterprises in China include the PRC Company Law most recently amended in 2018 and the FIL. Under the current regulatory regime in China, foreign-invested enterprises in China may pay dividends only out of their accumulated profit, if any, determined in accordance with PRC accounting standards and regulations. A PRC company, including foreign-invested enterprise, is required to set aside as general reserves at least 10% of its after-tax profit, until the cumulative amount of such reserves reaches 50% of its registered capital unless the provisions of laws regarding foreign investment otherwise provided, and shall not distribute any profits until any losses from prior fiscal years have been offset. Profits retained from prior fiscal years may be distributed together with distributable profits from the current fiscal year.

Regulations Related to Intellectual Property

Patent

Patents in China are principally protected under the Patent Law of the PRC which was most recently amended on October 17, 2020 (which amendment came into effect on June 1, 2021). The duration of the invention patent right shall be 20 years, and the term shall be 10 years for utility models patent right and 15 years for designs patent right, all commencing from the application date thereof.

Copyright

Copyright in China, including copyrighted software, is principally protected under the Copyright Law of the PRC which was most recently amended on November 11, 2020 and came into effect on June 1, 2021 and related rules and regulations. Under the Copyright Law, the term of protection for copyrighted software is 50 years. The Regulation on the Protection of the Right to Communicate Works to the Public over Information Networks, which was most recently amended on January 30, 2013, provides specific rules on fair use, statutory license, and a safe harbor for use of copyrights and copyright management technology and specifies the liabilities of various entities for violations, including copyright holders, libraries and Internet service providers.

Trademark

Registered trademarks are protected under the Trademark Law of the PRC promulgated on August 23, 1982 and amended on April 23, 2019 and related rules and regulations. Trademarks are registered with the State Intellectual Property Office, formerly the Trademark Office of the SAIC. Where registration is sought for a trademark that is identical or similar to another trademark which has already been registered or given preliminary examination and approval for use in the same or similar category of commodities or services, the application for registration of this trademark may be rejected. Trademark registrations are effective for 10 years, unless otherwise revoked.

Domain Name

Domain names are protected under the Administrative Measures on Internet Domain Names which was promulgated by the MIIT on August 24, 2017 and took effect on November 1, 2017. Domain name registrations are handled through domain name service agencies established under the relevant regulations, and applicants become domain name holders upon successful registration.

Regulations Related to Foreign Exchange

General Administration of Foreign Exchange

Under the PRC Foreign Currency Administration Rules promulgated by the State Council on January 29, 1996 and most recently amended on August 5, 2008 and various regulations issued by the State Administration for Foreign Exchange of China ("SAFE") and other relevant PRC government authorities, Renminbi is convertible into other currencies for the purpose of current account items, such as trade related receipts and payments, payment of interest and dividends. The conversion of Renminbi into other currencies and remittance of the converted foreign currency outside China for the purpose of capital account items, such as direct equity investments, loans and repatriation of investment, require the prior approval from SAFE or its local branches. Payments for transactions that take place within China must be made in Renminbi. Unless otherwise provided by laws and regulations, PRC companies may repatriate foreign currency payments received from overseas or retain the same overseas. Foreign exchange proceeds under the current accounts may be either retained or sold to a financial institution engaging in the settlement and sale of foreign exchange pursuant to relevant rules and regulations in China.

In 2012, SAFE promulgated the Circular of Further Improving and Adjusting Foreign Exchange Administration Policies on Foreign Direct Investment, or Circular 59, on May 4, 2015 which substantially amends and simplifies the previous foreign exchange procedure. Pursuant to Circular 59, the opening and deposit of various special purpose foreign exchange accounts, such as pre-establishment expenses accounts, foreign exchange capital accounts and guarantee accounts, the reinvestment of RMB proceeds derived by foreign investors in China, and remittance of foreign exchange profits and dividends by a foreign-invested enterprise to its foreign shareholders no longer require the approval or verification of SAFE, and multiple capital accounts for the same entity may be opened in different provinces, which was not permitted previously.

On May 10, 2013, SAFE promulgated the Notice of State Administration of Foreign Exchange on Promulgation of the Provisions on Foreign Exchange Control on Direct Investments in China by Foreign Investors and Supporting Documents, which specified that the administration by SAFE or its local branches over direct investment by foreign investors in China must be conducted by way of registration and banks must process foreign exchange business relating to the direct investment in China based on the registration information provided by SAFE and its branches.

In February 13, 2015, SAFE promulgated the Notice on Further Simplifying and Improving the Administration of the Foreign Exchange Concerning Direct Investment, or SAFE Notice 13. Instead of applying for approvals regarding foreign exchange registrations of foreign direct investment and overseas direct investment from SAFE, entities and individuals may apply for such foreign exchange registrations from qualified banks. Qualified banks, under the supervision of SAFE, may directly review the applications, conduct the registration and perform statistical monitoring and reporting responsibilities.

In March 30, 2015, SAFE promulgated the Circular of the SAFE on Reforming the Management Approach regarding the Settlement of Foreign Capital of Foreign-invested Enterprise, or Circular 19, which expands a pilot reform of the administration of the settlement of the foreign exchange capitals of foreign-invested enterprises nationwide. Circular 19 allows all foreign-invested enterprises established in China to settle their foreign exchange capital on a discretionary basis according to the actual needs of their business operation, provides the procedures for foreign invested companies to use RMB converted from foreign currency-denominated capital for equity investments and removes certain other restrictions under previous rules and regulations. However, Circular 19 continues to prohibit foreign invested enterprises from, among other things, using RMB funds converted from their foreign exchange capital for expenditure beyond their business scope and providing entrusted loans or repaying loans between non-financial enterprises.

SAFE promulgated the Notice of the State Administration of Foreign Exchange on Reforming and Standardizing the Foreign Exchange Settlement Management Policy of Capital Account, or Circular 16, which took effect on June 9, 2016 and reiterates some of the rules set forth in Circular 19. Circular 16 provides that discretionary foreign exchange settlement applies to foreign exchange capital, foreign debt offering proceeds and remitted foreign listing proceeds, and the corresponding RMB capital converted from foreign exchange may be used to extend loans to related parties or repay inter-company loans (including advances by third parties). However, there are substantial uncertainties with respect to Circular 16's interpretation and implementation in practice.

In January 26, 2017, SAFE promulgated the Circular on Further Improving Reform of Foreign Exchange Administration and Optimizing Genuineness and Compliance Verification, or Circular 3, which stipulates several capital control measures with respect to the outbound remittance of profits from domestic entities to offshore entities, including (i) where a bank handles outward remittance of profits for a domestic institution equivalent to more than US$50,000, the bank shall check whether the transaction is genuine by reviewing board resolutions regarding profit distribution, original copies of tax filing records, audited financial statements and stamp with the outward remittance sum and date on the original copies of tax filing records and (ii) domestic entities must retain income to account for previous years' losses before remitting any profits. Moreover, pursuant to Circular 3, domestic entities must explain in detail the sources of capital and how the capital will be used, and provide board resolutions, contracts and other proof as a part of the registration procedure for outbound investment. Circular 3 also relaxes the policy restriction on foreign exchange inflow to further enhance trade and investment facilitation, including (i) expanding the scope of foreign exchange settlement for domestic foreign exchange loans; (ii) allowing the capital repatriation for offshore financing against domestic guarantee; (iii) facilitating the centralized management of foreign exchange funds of multinational companies; and (iv) allowing offshore institutions within pilot free trade zones to settle foreign exchange in domestic foreign exchange accounts.

Foreign Exchange Registration of Overseas Investment by PRC Residents

Pursuant to SAFE's Notice on Relevant Issues Concerning Foreign Exchange Administration for PRC Residents to Engage in Financing and Inbound Investment via Overseas Special Purpose Vehicles ("SAFE Circular 75"), which became effective on November 1, 2005, domestic residents, including domestic individuals and domestic companies, must register with local branches of SAFE in connection with their direct or indirect offshore investment in an overseas special purpose vehicle (the "Overseas SPV"), for the purposes of overseas equity financing activities, and to update such registration in the event of any significant changes with respect to that offshore company.

On July 4, 2014, SAFE promulgated the Notice of the State Administration of Foreign Exchange on Issues Relating to Foreign Exchange Control for Overseas Investment and Financing and Round-tripping by Chinese Residents through Special Purpose Vehicles ("SAFE Circular 37"), which replaced SAFE Circular 75, for the purpose of simplifying the approval process and promoting cross-border investments. SAFE Circular 37 supersedes SAFE Circular 75 and revises and regulates matters involving foreign exchange registration for round-trip investment. Under SAFE Circular 37, a domestic resident must register with the local SAFE branch before he or she contributes assets or equity interests in an Overseas SPV that is directly established or indirectly controlled by the domestic resident for the purpose of conducting investment or financing. In addition, in the event of any change of basic information of the Overseas SPV such as the individual shareholder, name, operation term, etc., or if there is any capital increase, decrease, equity transfer or swap, merge, spin-off or other amendment of the material items, the domestic resident shall complete the change of foreign exchange registration procedures for offshore investment. According to the procedural guideline as attached to SAFE Circular 37, the principle of review has been changed to "the domestic individual resident shall only register the Overseas SPV directly established or controlled (first level)."

At the same time, SAFE has issued the Operation Guidance for the Issues Concerning Foreign Exchange Administration Over Round-trip Investment with respect to the procedures for SAFE registration under SAFE Circular 37, which became effective on July 4, 2014 as an attachment to SAFE Circular 37. Under the relevant rules, failure to comply with the registration procedures set out in SAFE Circular 37 may result in restrictions being imposed on the foreign exchange activities of the relevant onshore company, including the payment of dividends and other distributions to its offshore parent or affiliate, and may also subject relevant PRC residents to penalties under PRC foreign exchange administration regulations. PRC residents who hold any shares in the company from time to time are required to register with SAFE in connection with their investments in the company.

On February 13, 2015, SAFE promulgated the Notice on Further Simplifying and Improving Policies for the Foreign Exchange Administration of Direct Investment, effective from June 1, 2015, which further amended SAFE Circular 37 by requiring domestic residents to register with qualified banks rather than SAFE or its local branches in connection with their establishment or control of an offshore entity established for the purpose of overseas investment or financing.

Regulations Related to Tax

Enterprise Income Tax

The Law of the PRC on Enterprise Income Tax and The Regulations for the Implementation of the Law on Enterprise Income Tax (collectively, the "EIT Laws") were promulgated on March 16, 2007 and December 6, 2007, respectively, and were most recently amended on December 29, 2018 and April 23, 2019, respectively. According to the EIT Laws, taxpayers consist of resident enterprises and non-resident enterprises. Resident enterprises are defined as enterprises that are established in China in accordance with PRC laws, or that are established in accordance with the laws of foreign countries but whose actual or de facto control is administered from within China. Non-resident enterprises are defined as enterprises that are set up in accordance with the laws of foreign countries and whose actual administration is conducted outside China, but have established institutions or premises in China, or have no such established institutions or premises but have income generated from inside China. Under the EIT Laws and relevant implementing regulations, a uniform enterprise income tax ("EIT") rate of 25% is applicable. However, if non-resident enterprises have not formed permanent establishments or premises in China, or if they have formed permanent establishment institutions or premises in China but there is no actual relationship between the relevant income derived in China and the established institutions or premises set up by them, the enterprise income tax is, in that case, set at the rate of 10% for their income sourced from inside China.

Notice Regarding the Determination of Chinese-Controlled Offshore Incorporated Enterprises as the PRC Tax Resident Enterprises on the Basis of De Facto Management Bodies ("Circular 82"), which was promulgated by the STA on April 22, 2009 and amended on January 29, 2014 and December 29, 2017, sets out the standards and procedures for determining whether the "de facto management body" of an enterprise registered outside of the PRC and controlled by PRC enterprises or PRC enterprise groups is located within China.

According to Circular 82, a Chinese-controlled offshore incorporated enterprise will be regarded as a PRC tax resident by virtue of having a "de facto management body" in China and will be subject to PRC EIT on its worldwide income only if all of the following criteria are met: (1) the primary location of the day-to-day operational management is in China; (2) decisions relating to the enterprise's financial and human resource matters are made or are subject to approval by organizations or personnel in China; (3) the enterprise's primary assets, accounting books and records, company seals, and board and shareholders meeting minutes are located or maintained in China; and (4) 50% or more of voting board members or senior executives habitually reside in China.

The EIT Laws permit certain High and New Technologies Enterprises (the "HNTEs") to enjoy a reduced 15% EIT rate subject to these HNTEs meeting certain qualification criteria. In addition, the relevant EIT laws and regulations also provide that entities recognized as Software Enterprises are able to enjoy a tax holiday consisting of a two-year-exemption commencing from their first profitable calendar year and a 50% reduction in ordinary tax rate for the following three calendar years, while entities qualifying as key software enterprises can enjoy a preferential EIT rate of 10%.

The Bulletin on Issues of Enterprise Income Tax on Indirect Transfers of Assets by Non-PRC Resident Enterprises ("Bulletin 7") was issued by the STA on February 3, 2015 and most recently amended pursuant to the Announcement on Issues Concerning the Withholding of Enterprise Income Tax at Source on Non-PRC Resident Enterprises, which was issued by the STA on October 17, 2017 (which amendment became effective on December 1, 2017). Pursuant to Bulletin 7, an "indirect transfer" of assets, including equity interests in a PRC resident enterprise, by non-PRC resident enterprises may be re-characterized and treated as a direct transfer of PRC taxable assets, if the arrangement does not have a reasonable commercial purpose and was established for the purpose of avoiding payment of EIT in China. As a result, gains derived from an indirect transfer may be subject to EIT in China. According to Bulletin 7, "PRC taxable assets" include assets attributed to an establishment or a place of business in China, immovable properties in China, and equity investments in PRC resident enterprises. In respect of an indirect offshore transfer of assets of a PRC establishment or place of business, the relevant gain is to be regarded as effectively connected with the PRC establishment or a place of business and therefore included in its EIT filing, and would consequently be subject to EIT in China at a rate of 25%. Where the underlying transfer relates to the immovable properties in China or to equity investments in a PRC resident enterprise, which is not effectively connected to a PRC establishment or a place of business of a non-resident enterprise, an EIT rate at 10% would apply, subject to available preferential tax treatment under applicable tax treaties or similar arrangements, and the party who is obligated to make the transfer payments has the withholding obligation. There is uncertainty as to the implementation of Bulletin 7.

VAT and Business Tax

Before August 2013 and pursuant to applicable PRC tax regulations, any entity or individual conducting business in the service industry is generally required to pay a business tax at the rate of 5% on the revenue generated from providing services. However, if the services provided are related to technology development and transfer, the business tax may be exempted subject to approval by the relevant tax authorities.

In November 2011, the Ministry of Finance ("MOF") and SAT promulgated the Pilot Plan for Imposition of Value-Added Tax to Replace Business Tax. In May and December 2013, April 2014, March 2016 and July 2017, MOF and SAT promulgated five circulars to further expand the scope of services that are to be subject to value-added tax ("VAT") instead of business tax. Pursuant to these tax rules, from August 1, 2013, VAT was imposed to replace the business tax in certain service industries, including technology services and advertising services, and from May 1, 2016, VAT replaced business tax in all industries, on a nationwide basis. On November 19, 2017, the State Council further amended the Interim Regulation of PRC on Value Added Tax to reflect the normalization of the pilot program. The VAT rates generally applicable are simplified as 17%, 11%, 6% and 0%, and the VAT rate applicable to the small-scale taxpayers is 3%. Unlike business tax, a taxpayer is allowed to offset the qualified input VAT paid on taxable purchases against the output VAT chargeable on the revenue from services provided.

On April 4, 2018, MOF and SAT issued the Notice on Adjustment of VAT Rates, which came into effect on May 1, 2018. According to the notice, starting from May 1, 2018, the taxable goods previously subject to VAT rates of 17% and 11%, respectively, become subject to lower VAT rates of 16% and 10%, respectively.

On March 20, 2019, MOF, SAT and the General Administration of Customs (the "GACC") issued the Announcement on Policies for Deepening the VAT Reform, which came into effect in April 2019, to further reduce VAT rates. According to the announcement, (1) for general VAT payers' sales activities or imports previously subject to VAT at an existing applicable rate of 16% or 10%, the applicable VAT rate is adjusted to 13% or 9% respectively; (2) for agricultural products purchased by taxpayers to which an existing 10% deduction rate is applicable, the deduction rate is adjusted to 9%; (3) for agricultural products purchased by taxpayers for production or commissioned processing, which are subject to VAT at 13%, the input VAT will be calculated at a 10% deduction rate; (4) for the exportation of goods or labor services that are subject to VAT at 16%, with the applicable export refund at the same rate, the export refund rate is adjusted to 13%; and (5) for the exportation of goods or cross-border taxable activities that are subject to VAT at 10%, with the export refund at the same rate, the export refund rate is adjusted to 9%.

Regulations Related to Employment and Social Welfare

The Labor Contract Law

According to the Labor Law of China promulgated on July 5, 1994 and most recently amended on December 29, 2018, enterprises and institutions shall establish and improve their system of workplace safety and sanitation, strictly abide by state rules and standards on workplace safety, educate laborers in labor safety and sanitation in China. Labor safety and sanitation facilities shall comply with state-fixed standards. Enterprises and institutions shall provide laborers with a safe workplace and sanitation conditions which are in compliance with state stipulations and the relevant articles of labor protection. The PRC Labor Contract Law, which took effect on January 1, 2008 and amended on December 28, 2012, is primarily aimed at regulating employee/employer rights and obligations, including matters with respect to the establishment, performance and termination of labor contracts. Pursuant to the PRC Labor Contract Law, labor contracts shall be concluded in writing if labor relationships are to be or have been established between enterprises or institutions and laborers. Enterprises and institutions are prohibited from compelling laborers to work beyond specified time limit and employers shall pay laborers for overtime work in accordance with laws and regulations. In addition, labor wages shall not be lower than the local minimum wages and shall be paid to laborers in a timely manner.

Social Insurance and Housing Fund

As required under the Regulation of Insurance for Labor Injury implemented on January 1, 2004 and amended on December 20, 2010, Provisional Measures for Maternity Insurance of Employees of Corporations implemented on January 1, 1995, Decisions on the Establishment of a Unified Program for Basic Old-Aged Pension Insurance for Employees of Corporations of the State Council issued on July 16, 1997, Decisions on the Establishment of the Medical Insurance Program for Urban Workers of the State Council promulgated on December 14, 1998, Unemployment Insurance Measures promulgated on January 22, 1999 and Social Insurance Law of PRC implemented on July 1, 2011 and amended on December 29, 2018, enterprises are obliged to provide their employees in China with welfare schemes covering pension insurance, unemployment insurance, maternity insurance, labor injury insurance and medical insurance. These payments are made to local administrative authorities and any employer that fails to make the required contribution may be fined and ordered to make up for such contribution within a prescribed period of time.

In accordance with the Regulations on the Management of Housing Funds which were promulgated by the State Council on April 3, 1999 and most recently amended on March 24, 2019, enterprises must register at the competent managing center for housing funds and upon the examination by such managing center of housing funds, such enterprises shall complete procedures for the opening of an account at the relevant bank for the deposit of employees' housing funds. Enterprises are also required to pay and deposit housing funds on behalf of their employees in full and in a timely manner.

Regulations Related to M&A and Overseas Listing

On 8 August 2006, six PRC governmental and regulatory agencies, including the Ministry of Commerce and the China Securities Regulatory Commission, or the CSRC, promulgated the Rules on Acquisition of Domestic Enterprises by Foreign Investors, or the M&A Rules, governing the mergers and acquisitions of domestic enterprises by foreign investors that became effective on 8 September 2006 and was revised on 22 June 2009. The M&A Rules, among other things, requires that if an overseas company established or controlled by PRC companies or individuals intends to acquire equity interests or assets of any other PRC domestic company affiliated with such PRC companies or individuals, such acquisition must be submitted to the Ministry of Commerce for approval. The M&A Rules also requires that an offshore special vehicle, or a special purpose vehicle formed for overseas listing purposes and controlled directly or indirectly by the PRC companies or individuals, shall obtain the approval of the CSRC prior to overseas listing and trading of such special purpose vehicle's securities on an overseas stock exchange. The M&A Rules also establish procedures and requirements that could make some acquisitions of PRC companies by foreign investors more time-consuming and complex, including requirements in some instances that the Ministry of Commerce be notified in advance of any change-of-control transaction in which a foreign investor takes control of a PRC domestic enterprise. In addition, the Rules on Implementation of Security Review System for the Merger and Acquisition of Domestic Enterprises by Foreign Investors issued by the Ministry of Commerce in 2011 specify that mergers and acquisitions by foreign investors that raise "national defense and security" concerns and mergers and acquisitions through which foreign investors may acquire de facto control over domestic enterprises that raise "national security" concerns are subject to strict review by the Ministry of Commerce, and prohibit any activities attempting to bypass such security review, including by structuring the transaction through a proxy or contractual control arrangement.

Regulations Related to Strictly Combating Illegal Securities Activities

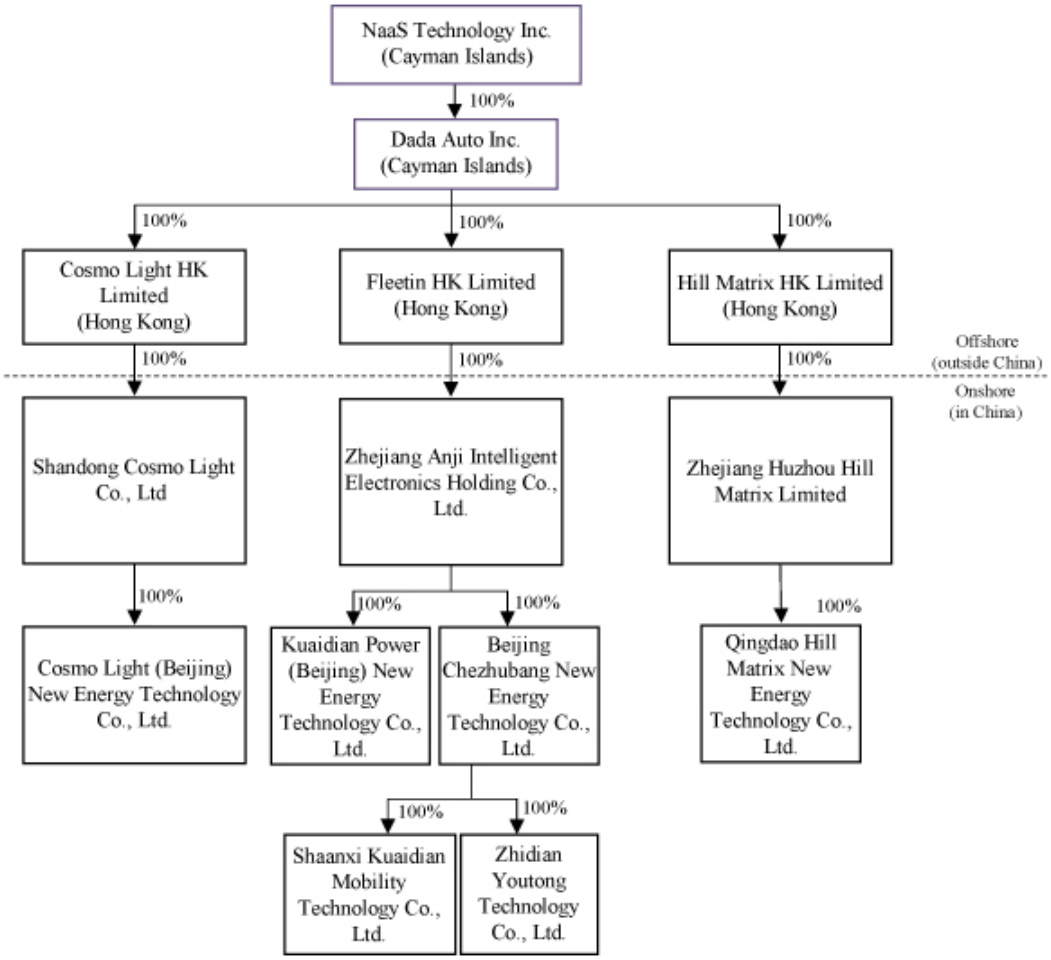
On July 6, 2021, the General Office of the State Council and General Office of the Central Committee of the Communist Party of China issued Opinions on Strictly Cracking Down Illegal Securities Activities in Accordance with the Law. It emphasizes the need to strengthen the administration over illegal securities activities and the supervision on overseas listings by China-based companies and proposed to take effective measures, such as promoting the construction of relevant regulatory systems to deal with the risks and incidents faced by China-based overseas-listed companies.

Regulations Related to Securities Offering and Listing Overseas

On December 24, 2021, the CSRC published the draft Administrative Provisions of the State Council on the Overseas Issuance and Listing of Securities by Domestic Companies (Draft for Comments), or the Administrative Provisions, and the draft Measures for the Overseas Issuance and Listing of Securities Record-filings by Domestic companies (Draft for Comments) for public comments. Pursuant to these drafts, PRC domestic companies that directly or indirectly offer or list their securities in an overseas market, including a PRC company limited by shares and an offshore company whose main business operations are in China and intends to offer shares or be listed in an overseas market based on its onshore equities, assets or similar interests, are required to file with the CSRC within three business days after submitting their listing application documents to the regulator in the place of intended listing. The identification of indirect overseas issuance and listing by a domestic enterprise shall follow the principle of substance over form, where an issuer falls under any of the following circumstances, it shall be deemed as indirect overseas issuance and listing by a domestic enterprise:(i) the operating income, total profits, total assets or net assets of the domestic enterprise in the latest financial year account for more than 50% of the relevant data in the issuer's audited consolidated financial statements for the same period; (ii) Most of the senior officers in charge of business operation and management are Chinese citizens or have habitual residences in China, and the main places of business operation are located in China or are mainly carried out in China. As of the date of this documents, has not come into effect yet, while we cannot preclude the possibility that we may be subject to this provisions and required to file with the CSRC.

C. Organizational Structure

The following diagram illustrates our corporate structure, including our principal subsidiaries, as of the date of this Shell Company Report on Form 20-F:



D. Property, Plants and Equipment

The table below contains a summary of our properties upon consummation of the Mergers:

Location	Space (square meters)	Use	Lease Term
Room 3801-3804, 38th Floor, Building A, Gemdale Plaza, 91 Jianguo Road, Chaoyang District., Beijing, China	408m^2	Office	2 years and 2 months from January 1, 2019
Room 701-702, 11th Floor, Wanda Plaza, Yard No.93, Jianguo Road, Chaoyang District, Beijing, China	366m^2	Office	2 years and 2 months from May 22, 2019
Room 1507, Unit 1, 12th Floor, Building 99, Chaoyang North Road, Chaoyang District, Beijing	113m^2	Office	1 year from April 1, 2021
3/F, Newlink Center, Area G, Building 7, Huitong Times Square, No.1 Yaojiayuan South Road, Chaoyang District, Beijing	896m^2	Office	5 years from November 9, 2020
3/F, Newlink Center, Area G, Building 7, Huitong Times Square, No.1 Yaojiayuan South Road, Chaoyang District, Beijing	904m^2	Office	5 years from November 9, 2020
2/F, Newlink Center, Area G, Building 7, Huitong Times Square, No.1 Yaojiayuan South Road, Chaoyang District, Beijing	600m^2	Office	5 years from November 9, 2020

We believe that our existing facilities are generally adequate to meet our current needs, but expect to seek additional space as needed to accommodate future growth.

Item 4A. Unresolved Staff Comments

None.

Item 5. Operating and Financial Review and Prospects

The following discussion of our financial condition and results of operations is based upon and should be read in conjunction with (i) the consolidated financial statements of RISE Education Cayman Ltd, as of and for the years ended December 31, 2019, 2020, and 2021, together with the notes thereto, (ii) the combined financial statements of NaaS as of and for the years ended December 31, 2020, and 2021, together with the notes thereto, as well as (iii) the pro forma condensed combined statement as of and for the year ended December 31, 2021, each of which appear elsewhere in this Shell Company Report on Form 20-F.

NaaS' EV charging service business was previously carried out by Newlink and subsidiaries of Newlink, and consequently, the combined financial statements of NaaS as of and for the years ended December 31, 2020, and 2021 included in this Shell Company Report on Form 20-F are presented using the carrying value of such business for all periods presented.

The discussion below contains forward looking statements that involve certain risks and uncertainties. See "Forward-Looking Information." In evaluating our business, you should carefully consider the information provided under the caption "Item 3. Key Information—D. Risk Factors" in this Shell Company Report on Form 20-F. We caution you that our businesses and financial performance are subject to substantial risks and uncertainties.

A. Operating Results

RISE

RISE did not generate revenues from continuing operations prior to the consummation of the Mergers and since it became a shell company. Overall, RISE incurred a net loss from continuing operations of RMB15.2 million, RMB17.6 million and a net income of RMB249.1 million (US$39.1 million) for the years ended December 31, 2019, 2020 and 2021, respectively. Since RISE's operations were primarily administrative, the net income from continuing operations related entirely to the gain on troubled debt restructuring.

NaaS

Key Factors Affecting NaaS' Results of Operations

Our business and operating results are affected by the general factors that impact our total addressable market, including, among others, the overall economic growth in China and globally, the continuing impact of COVID-19, regulatory, tax and geopolitical environments, and the competitive landscape for EV charging services. Unfavorable changes in any of these general factors could materially and adversely affect the demand for our services and our results of operations.

While our business is influenced by these general factors, we believe our results of operations are more directly affected by specific factors that include the following.

Growth in EV Adoption

Our revenue growth is directly tied to the charging volume completed through its network and heavily dependent on the number of passenger and commercial EVs sold, which we believe drives the demand for charging infrastructure. The market for EVs is rapidly evolving in China. Although China is currently one of the world's major automotive markets, there is no guarantee of such future demand and there have been fluctuations in terms of year-over-year growth in sales volume for passenger vehicles in general as well as for EVs. Factors impacting the adoption of EVs include but are not limited to: perceptions about EV features, quality, safety, performance and cost; perceptions about the limited range over which EVs may be driven on a single battery charge; competition, including from other types of alternative fuel vehicles, plug-in hybrid electric vehicles and high fuel-economy internal combustion engine vehicles; volatility in the cost of oil and gasoline; concerns regarding the stability of the electrical grid; the decline of EV battery's ability to hold a charge over time; availability of services for EVs; consumers' perception about the convenience and cost of charging EVs; and increases in fuel efficiency. In addition, macroeconomic factors, including governmental mandates and incentives, could impact demand for EVs, particularly since they can be more expensive than traditional gasoline-powered vehicles, when the automotive industry globally has been experiencing a recent decline in sales. Further, the continuous impact of the COVID-19 pandemic and geopolitical factors such as the conflict between Ukraine and Russia have impacted and may continue to impact the global automotive supply chain and reduce the manufacturing of automobiles, including EVs. If the market for EVs does not develop as expected or if there is any slow-down or delay in overall EV adoption or manufacturing rates, our financial condition and results of operations would be negatively impacted and such impact may be material.

Competition

We are one of the largest and fastest growing EV charging service providers in China. The EV charging service industry is highly competitive, and the market is expected to become increasingly competitive. We compete on the comprehensiveness of the range of services and solutions offered to station operators and end-users as well as on the quality, performance, features, and prices of the products and services. New demands and preferences continue to emerge from industry participants, and in particular from charging station operators, owners and end-users. Existing competitors may expand their product offerings and sales strategies, and new competitors may enter the market. We will be tested on our ability to forecast and meet shifts in the market and its ability to adapt product and service offerings in a timely manner. If our market share decreases due to increased competition, our financial condition and results of operations in the future may be negatively impacted.

End Users' Usage Pattern

Our revenues are driven by end-users' driving and charging behaviors. The EV market is still developing and current behavioral patterns may not be representative of future behaviors. Key behavioral shifts may include but are not limited to: annual vehicle miles traveled, preferences for urban, suburban or exurban locations, preferences for public or private fast charging, preference for home or workplace charging, demand from rideshare or urban delivery services, and the emergence of autonomous vehicles, micro-mobility and mobility as-a-service platforms requiring EV charging services. All these shifts could change end-users' driving and charging behaviors, which in turn could affect the demand for our services and our results of operations.

Impact of New Solution Releases and Investments in Growth

As we introduce new services and solutions, such as the launch of our full station operation business and non-charging services in July 2020, our gross margins may be initially negatively impacted by launch costs and lower volumes until we achieve targeted cost reductions. Cost reductions may not occur on the timeline we expect. In addition, we may accelerate our expenditures where we see growth opportunities, which may impact gross margin until upfront costs and inefficiencies are absorbed and normalized operations are achieved. Our focus on optimizing for customer and end-user acquisition and prioritizing an assurance of supply of its services and solutions generally results in gross margin pressure, and our strategy is to grow such customer and end-user relationships over time. We also continuously evaluate and may adjust our expenditures based on its launch plans for new services and solutions, as well as other factors including the pace and prioritization of current projects under development and the addition of new projects. As we attain higher revenue, we expect operating expenses as a percentage of total revenue to decrease as we scale and focus on increasing operational efficiency and process automation.

Technology

We rely on numerous internally developed and externally sourced hardware and software technologies to operate our network and generate earnings. We engage third-party vendors for non-proprietary hardware and software components. Our ability to continue to integrate our technology stack with technological advances in the wider EV ecosystem including EV model characteristics, charging standards, charging hardware, software and battery chemistries will affect our sustained competitiveness in offering charging services. With our continued investment in research and development as well as collaboration with third-party vendors, we believe that we are well-positioned to keep abreast of technological advances and allow our business to remain competitive regardless of long-term technological shifts in EVs, batteries or modes of charging.

Impact of COVID-19 on NaaS' Operations and Financial Performance

The COVID-19 pandemic has resulted in quarantines, travel restrictions, the temporary closure of business venues and facilities, engagement of remote working arrangements and cancellation of public activities in China from time to time since 2020. Staring from March 2022, with the new Omicron variant spreading rapidly in certain parts of China, many of the social restrictions and quarantine measures in China have been reintroduced and tightened. In addition, the global spread of COVID-19 in a significant number of countries around the world has resulted in, and may intensify, global economic distress, and the extent to which it may affect our results of operations will depend on future developments, especially the effectiveness of the global containment of the COVID-19, which are highly uncertain and unpredictable. NaaS' operations and financial performance has been negatively affected by the COVID-19 pandemic and the restrictive measures taken by the Chinese government in response thereto.

We continue to monitor the evolving situation and guidance from government and public health authorities and may take additional actions based on their recommendations. There remains uncertainty around the severity and duration of the COVID-19 pandemic and the measures taken, or may be taken, in response to the COVID-19 pandemic, which will depend on numerous factors, including, among others, the emergence of new cases of COVID-19 and its variants, hospitalization and mortality rates, and the availability and distribution of safe and effective treatments and vaccines. Accordingly, we cannot reasonably estimate the full impact of the COVID-19 pandemic on its business, financial condition and results of operations at this time, which may be material.

As of December 31, 2021, NaaS had US$1.4 million in cash and cash equivalents. Its cash and cash equivalents primarily consist of cash at bank and deposits held at licensed payment platforms that are readily convertible to known amounts of cash and that are subject to an insignificant risk of changes in value. We believe this level of liquidity is sufficient to navigate an extended period of uncertainty.

Key Components of Results of Operations

Net Revenues

NaaS' revenues are generated across various revenue streams. The following table sets forth the components of NaaS' net revenue, both in absolute amount and as a percentage of NaaS' total gross revenue, for the periods presented:

	For the year ended December 31,				
	2020		2021		
	RMB'000	%	RMB'000	US$'000	%
Revenues, Gross	37,206	100.0	160,916	25,251	100.0
Online EV Charging Solutions	36,498	98.1	153,246	24,048	95.2
Offline EV Charging Solutions	565	1.5	7,060	1,107	4.4
Non-Charging Solutions and Other Services	143	0.4	610	96	0.4
Incentive to end-users	(31,374)	(84.3)	(143,142)	(22,462)	(89.0)
Revenues, Net	**5,832**	**15.7**	**17,774**	**2,789**	**11.0**

Online EV Charging Solutions. Revenue from online EV charging solutions constitute the majority of NaaS' total net revenue, accounting for 98.1% and 95.2% of NaaS' total gross revenue in 2020 and 2021, respectively. NaaS primarily generates revenue from online EV charging solutions by charging commission fees for its mobility connectivity services.

Offline EV Charging Solution. NaaS also generates revenue from the sale of offline EV charging solutions to charging station operators and by charging commission fees for services provided for hardware and electricity procurement. Revenue accrued under the full station operation model is also accounted for as revenue from offline EV charging solution.

Non-Charging Solutions and Other Services. Revenue from non-charging solutions and other services consist of fees received from the sale of non-charging solutions and other services such as food and beverage services and from online advertising services.

Incentives to end-users. Incentives to end-users represent discounts and other subsidies offered to end-users to encourage the use of platform relating to our online EV charging solutions business. NaaS records such incentives to customers as reduction of revenue, to the extent of the revenue collected from the customers. In certain transactions, incentives offered to the end-users exceed the revenue generated from the relevant transaction, in which event the excess payment is presented as selling and marketing expense instead of negative revenue.

NaaS expects revenue from online EV charging solutions to grow due to the expansion of its charging network and the increase in its market share. NaaS expects revenues from offline EV charging solutions and non-charging solutions and other services to increase as a result of the recent introduction and planned expansion of its full station operation and hardware procurement businesses.

Cost of Revenues

The following table sets forth the principal components of NaaS' cost of revenues by absolute amount and as a percentage of NaaS' total gross revenues for the years presented.

	For the year ended December 31,				
	2020		2021		
	RMB'000	%	RMB'000	US$'000	%
Cost of revenues:					
Cost of Online EV Charging Solutions	8,454	22.7	12,005	1,884	7.5
Cost of Offline EV Charging Solutions	—	—	6,432	1,009	4.0
Cost of Non-Charging Solutions	171	0.5	426	67	0.2
Total cost of revenues	**8,625**	**23.2**	**18,863**	**2,960**	**11.7**

Cost of Online EV Charging Solutions. Cost of online EV charging solutions primarily consists of tax surcharges, and payment processing cost and employee benefit expenses.

Cost of Offline EV Charging Solutions. Cost of offline EV charging solutions primarily consists of the depreciation of right-of-use assets, amortization of right-of-use assets, and daily operation costs.

Cost of Non-Charging Solutions. Cost of non-charging solutions mainly represents costs incurred for the renovation of charging stations lounge.

NaaS expects its cost of revenues to increase in conjunction with the expected increase of revenues from its charging solutions and as a result of its business expansion and organic growth.

Operating Expenses

The following table sets forth the components of NaaS' operating expenses, both in absolute amount and as a percentage of NaaS' total gross revenues, for the periods presented.

	For the year ended December 31,				
	2020		2021		
	RMB'000	%	RMB'000	US$'000	%
Operating expenses:					
Selling and marketing expenses	47,214	126.9	183,165	28,743	113.8
Administrative expenses	11,755	31.6	28,458	4,466	17.7
Research and development expenses	20,448	55.0	37,158	5,831	23.1
Total operating expenses	**79,417**	**213.5**	**248,781**	**39,040**	**154.6**

Selling and marketing expenses. NaaS' selling and marketing expenses primarily consist of online operation expenses, costs of related personnel, advertising expenses, and offline market promotion expenses. Online operation expenses represent discounts and promotions granted to end-users, to the extent such incentives exceed the revenue collected from the customers on a transaction-by-transaction basis. NaaS expects its selling and distribution expenses to stabilize and be optimized in the foreseeable future as NaaS continues to scale and improve the efficiency of its selling and distributing efforts.

Administrative expenses. NaaS' administrative expenses mainly comprise staff costs for its employees involved in general corporate functions, facility and office space rentals, professional service fees, as well as other general and administrative expenses. NaaS expects its general and administrative expenses to increase in absolute amount in the foreseeable future as NaaS continues to grow its business and as it starts to incur increased costs in accounting, compliance, reporting and other costs associated with its operation as a subsidiary of a public company.

Research and development expenses. NaaS' research and development expenses primarily consist of salaries and benefits for its technology and product development personnel and cloud service fees. NaaS expects its research and development expenses to increase in the foreseeable future as NaaS expands its technology and research and development team and continues to invest in its technology infrastructure.

Results of Operations

The following table sets forth a summary of NaaS' combined statements of loss and other comprehensive loss for the years indicated, both in absolute amounts and as percentages of NaaS' total gross revenues. This information should be read together with NaaS' combined financial statements and related notes included elsewhere in this Shell Report on Form 20-F. The results of operations in any period are not necessarily indicative of NaaS' future trends.

	For the year ended December 31,				
	2020		2021		
	RMB'000	%	RMB'000	US$'000	%
Revenues, Gross	37,206	100.0	160,916	25,251	100.0
Online EV Charging Solutions	36,498	98.1	153,246	24,048	95.2
Offline EV Charging Solutions	565	1.5	7,060	1,107	4.4
Non-Charging Solutions and Other Services	143	0.4	610	96	0.4
Incentive to end-users	(31,374)	(84.3)	(143,142)	(22,462)	(89.0)
Revenues, Net	**5,832**	**15.7**	**17,774**	**2,789**	**11.0**
Other losses, net	**(19)**	**(0.1)**	**(1,402)**	**(220)**	**(0.9)**
Operating costs					
Cost of revenues	(8,625)	(23.2)	(18,863)	(2,960)	(11.7)
Selling and marketing expenses	(47,214)	(126.9)	(183,165)	(28,743)	(113.8)
Administrative expenses	(11,755)	(31.6)	(28,458)	(4,466)	(17.7)
Research and development expenses	(20,448)	(55.0)	(37,158)	(5,831)	(23.1)
Total operating costs	**(88,042)**	**(236.7)**	**(267,644)**	**(42,000)**	**(166.3)**
Operating loss	**(82,229)**	**(221.1)**	**(251,272)**	**(39,431)**	**(156.2)**
Finance income/(costs), net	89	0.2	(640)	(100)	(0.4)
Net loss before income tax	**(82,140)**	**(220.9)**	**(251,912)**	**(39,531)**	**(156.6)**
Income tax expenses	(42)	(0.1)	(398)	(62)	(0.2)
Net loss for the year	**(82,182)**	**(221.0)**	**(252,310)**	**(39,593)**	**(156.8)**

Year Ended December 31, 2021 Compared to Year Ended December 31, 2020

Net revenues

Total net revenues increased significantly from RMB5.8 million in 2020 to RMB17.8 million (US$2.8 million) in 2021.

Online EV Charging Solutions. Online EV charging revenues increased significantly from RMB36.5 million in 2020 to RMB153.2 million (US$24.0 million) in 2021. The increase was primarily attributable to an overall increase of charging volume completed through NaaS' network which was in turn driven by the expansion of NaaS' charging network. There were 800 operators on NaaS' network as of the end of 2021, compared with 217 operators as of the end of 2020.

Offline EV Charging Solutions. Offline EV charging revenues increased significantly from RMB0.6 million in 2020 to RMB7.1 million (US$1.1 million) in 2021. The increase was primarily driven by the introduction of hardware procurement business in late 2020, and full station operation business in 2021. Operating revenue generated from full station operation and commission revenue generated from hardware procurement reached RMB3.6 million (US$0.6 million) and RMB3.0 million (US$0.5 million) in 2021, respectively.

Non-Charging Solutions and Other Services. Revenues derived from the sale of non-charging solutions and other services increased from RMB0.1 million in 2020 to RMB0.6 million (US$0.1 million) in 2021, primarily due to the growth of non-charging services and online advertisement business.

Incentives to end-users. Costs of incentives to end-users increased significantly from RMB31.4 million in 2020 to RMB143.1 million (US$22.5 million) in 2021, mainly as a result of the rapid increase in platform transactions, in connection with which NaaS offered discounts and other subsidies to end-users.

Cost of revenues

Cost of Online EV Charging Solutions. Cost of online EV charging solutions increased by 42.0% from RMB8.5 million in 2020 to RMB12.0 million (US$1.9 million) in 2021, primarily due to the increase in tax surcharges and payment processing costs accompanying the increase in platform transactions.

Cost of Offline EV Charging Solutions. Cost of offline EV charging solutions increased from nil in 2020 to RMB6.4 million (US$1.0 million) in 2021, primarily due to the introduction of full station operation business in 2021 and the amortization of right-of-use assets.

Cost of Non-Charging Solutions. Cost of non-charging solutions increased significantly from RMB0.2 million in 2020 to RMB0.4 million (US$0.1 million) in 2021. The increase was primarily attributable to the increase of costs related to non-charging services such as renovation cost for charging station lounges.

Gross loss

NaaS' gross loss was RMB1.1 million (US$0.2 million) in 2021, compared with a gross loss of RMB2.8 million in 2020. NaaS achieved a negative gross margin of 0.7% in 2021 as compared with a negative 7.5% in 2020.

Operating expenses

Operating expenses increased significantly from RMB79.4 million in 2020 to RMB248.8 million (US$39.0 million) in 2021.

Selling and marketing expenses. Selling and distribution expenses increased by 287.9% from RMB47.2 million in 2020 to RMB183.2 million (US$28.7 million) in 2021, primarily due to the expansion of end-user base and the increase in platform order volumes. NaaS offered discounts and promotions to target end-users to engage or re-engage end-users, or to generally boost the use of its network by end-users.

Administrative expenses. Administrative expenses increased by 142.1% from RMB11.8 million in 2020 to RMB28.5 million (US$4.5 million) in 2021, primarily as a result of the increase in the number of related personnel and in facility and office space rentals as NaaS continued to scale its business.

Research and development expenses. Research and development expenses increased by 81.7% from RMB20.4 million in 2020 to RMB37.2 million (US$5.8 million) in 2021, primarily due to the increase in salaries and benefits for NaaS' technology and product development personnel, and the increase in cloud service fees, driven by an expansion of NaaS' business scale.

Finance income/(costs), net

Finance costs was RMB0.6 million (US$0.1 million) in 2021 as compared with finance income of RMB0.1 million in 2020. The significant change was primarily attributable to the increase in interest on leasing liability of office building and charging stations.

Income tax expenses

NaaS' income tax expenses increased from RMB42 thousand in 2020 to RMB398 thousand (US$62 thousand) in 2021, mainly due to the increase in the net profit from its hardware procurement business.

Net loss for the year

As a result of the foregoing, NaaS recorded loss for the year of RMB252.3 million (US$39.6 million) in 2021, compared to loss of RMB82.2 million in 2020.

Off Balance Sheet Arrangements

We have not entered into any off-balance sheet financial guarantees or other off-balance sheet commitments to guarantee the payment obligations of any third parties. We have not entered into any derivative contracts that are indexed to our shares and classified as shareholder's equity or that are not reflected in our combined financial statements. Furthermore, we do not have any retained or contingent interest in assets transferred to an uncombined entity that serves as credit, liquidity or market risk support to such entity. We do not have any variable interest in any uncombined entity that provides financing, liquidity, market risk or credit support to us or engages in leasing, hedging or product development services with us.

B. Liquidity and Capital Resources

RISE

The following table sets forth a summary of RISE's cash flows for the years presented:

	For the Year Ended December 31,			
	2019	2020	2021	
	RMB	RMB	RMB	US$
	(in thousands)			
Net cash (used in) continuing operating activities	(20,158)	(18,615)	(29,945)	(4,698)
Net cash (used in) discontinued operating activities	(19,696)	(187,127)	(509,825)	(80,003)
Net cash (used in) operating activities	**(39,854)**	**(205,742)**	**(539,770)**	**(84,701)**
Net cash generated from continuing investing activities	—	—	15,932	2,500
Net cash (used in) discontinued investing activities	(114,716)	(111,782)	(53,535)	(8,401)
Net cash (used in) investing activities	**(114,716)**	**(111,782)**	**(37,603)**	**(5,901)**
Net cash (used in) continuing financing activities	(140,732)	(60,674)	(15,841)	(2,486)
Net cash (used in) discontinued financing activities	—	—	(23,308)	(3,658)
Net cash (used in) financing activities	**(140,732)**	**(60,674)**	**(39,149)**	**(6,144)**
Effect of foreign exchange rate changes	1,342	(5,443)	(6,635)	(1,041)
Net (decrease) in cash, cash equivalents and restricted cash	(293,960)	(383,641)	(623,157)	(97,787)
Cash, cash equivalents and restricted cash at beginning of year	1,316,785	1,022,825	639,184	100,302
Cash, cash equivalents and restricted cash at end of year	1,022,825	639,184	16,027	2,515
Less: Cash, cash equivalents and restricted cash of discontinued operations at end of year	998,674	628,806	—	—
Cash, cash equivalents and restricted cash of continuing operations at end of year	**24,151**	**10,378**	**16,027**	**2,515**

Operating activities

Net cash used in operating activities amounted to RMB539.8 million (US$84.7 million) in 2021, which comprised a net cash outflow in continuing operations of RMB29.9 million (US$4.7 million) and a net cash outflow in discontinued operations of RMB509.8 million (US$80.0 million).

Net cash used in operating activities amounted to RMB205.7 million in 2020, which comprised a net cash outflow in continuing operations of RMB18.6 million and a net cash outflow in discontinued operations of RMB187.1 million.

Net cash used in operating activities amounted to RMB39.9 million in 2019, which comprised a net cash outflow in continuing operations of RMB20.2 million and a net cash outflow in discontinued operations of RMB19.7 million.

Investing activities

Net cash used in investing activities amounted to RMB37.6 million (US$5.9 million) in 2021, which comprised a net cash inflow in continuing operations of RMB15.9 million (US$2.5 million), representing proceeds from disposal of subsidiaries, and a net cash outflow in discontinued operations of RMB53.5 million (US$8.4 million).

Net cash used in investing activities amounted to RMB111.8 million in 2020, primarily reflecting a net cash outflow in discontinued operations of RMB111.8 million.

Net cash used in investing activities amounted to RMB114.7 million in 2019, primarily reflecting a net cash outflow in discontinued operations of RMB114.7 million.

Financing activities

Net cash used in financing activities amounted to RMB39.1 million (US$6.1 million) in 2021, which comprised a net cash outflow in continuing operations of RMB15.8 million (US$2.5 million), primarily due to the inflow of convertible loan of RMB108.3 million from a related party and a net cash outflow of principal repayments on loans of RMB125.0 million, and a net cash outflow in discontinued operations of RMB23.3 million (US$3.7 million).

Net cash used in financing activities amounted to RMB60.7 million in 2020, primarily reflecting a net cash outflow in continuing operations of RMB60.7 million.

Net cash used in financing activities amounted to RMB140.7 million in 2019, primarily reflecting a net cash outflow in continuing operations of RMB140.7 million.

NaaS

Cash Flows and Working Capital

The following table sets forth a summary of NaaS' cash flows for the periods presented:

	For the year ended December 31,		
	2020	2021	
	RMB'000	RMB'000	US$'000
Summary Combined Cash Flow Data:			
Net cash used in operating activities	(63,014)	(250,035)	(39,236)
Net cash used in investing activities	—	(5,606)	(880)
Net cash generated from financing activities	64,555	260,702	40,910
Net increase in cash, cash equivalents, and restricted cash	1,541	5,061	794
Cash, cash equivalents, and restricted cash at beginning of year	2,124	3,665	575
Cash, cash equivalents, and restricted cash at end of year	3,665	8,726	1,369

To date, NaaS has financed its operating and investing activities mainly though cash generated from operating activities and historical equity financing activities. As of December 31, 2021, NaaS had RMB8.7 million (US$1.4 million) in cash and cash equivalents, of which 100% were held in RMB. NaaS has also completed its series A financing in January 2022, receiving a total cash consideration of US$87.3 million. NaaS believes its cash on hand will be sufficient to meet its current and anticipated needs for general corporate purposes for at least the next 12 months.

Operating activities

Net cash used in operating activities was RMB250.0 million (US$39.2 million) in 2021, which was primarily attributable to a net loss before tax of RMB251.9 million (US$39.5 million), adjusted for certain non-cash items consisting primarily of (i) the depreciation of right-of-use assets of RMB6.7 million (US$1.1 million), and (ii) credit loss allowances on financial asset of RMB1.4 million (US$0.2 million). The adjustment for changes in operating assets and liabilities primarily reflected (i) an increase in other receivables, prepayments and other assets of RMB74.2 million (US$11.6 million), mainly due to the increase in receivables for sales of charging piles and prepayments to charging stations etc., (ii) an increase in trade receivables of RMB0.7 million (US$0.1 million), mainly due to the increase in receivables from advertisement business, partially offset by an increase in trade and other payables of RMB67.9 million (US$10.7 million).

Net cash used in operating activities was RMB63.0 million in 2020, which was primarily attributable to a net loss before income tax of RMB82.1 million, adjusted for certain non-cash items consisting primarily of (i) the depreciation of right-of-use assets of RMB3.5 million, and (ii) interest expenses of RMB0.2 million. The adjustment for changes in operating assets and liabilities primarily reflected an increase in trade and other payables of RMB27.0 million due to the increase in tax payable and user accounts prepayment etc., partially offset by an increase in prepayments, other receivables and other assets of RMB11.7 million.

Investing activities

Net cash used in investing activities was RMB5.6 million (US$0.9 million) in 2021, consisting of RMB5.0 million (US$0.8 million) from purchase of financial asset at fair value through profit or loss, and RMB0.6 million (US$0.1 million) from purchase of property, plant and equipment. Net cash used in investing activities was nil in 2020.

Financing activities

Net cash generated from financing activities in 2021 was RMB260.7 million (US$40.9 million), consisting primarily of RMB267.6 million (US$42.0 million) of contribution from a shareholder, partially offset by RMB6.1 million (US$1.0 million) of payments of lease liabilities and RMB0.8 million (US$0.1 million) of interests paid.

Net cash generated from financing activities in 2020 was RMB64.6 million, consisting primarily of RMB68.7 million of contribution from a shareholder, partially offset by RMB4.0 million of payments of lease liabilities and RMB0.2 million of interests paid.

Material Cash Requirements

Other than the ordinary cash requirements for NaaS' operations, its material cash requirements as of December 31, 2021 and any subsequent interim period primarily include its operating lease obligations and commitments relating to office buildings and charging stations. NaaS intends to fund its existing and future material cash requirements with its existing cash balance and other financing alternatives. NaaS will continue to make cash commitments to support the growth of its business.

The following table sets forth NaaS' contractual obligations as of December 31, 2021.

		Payment Due by Period				
	Total	Less Than 1 year	1-2 Years	2-3 Years	3-5 Years	Over 5 Years
			(RMB in thousands)			
Operating lease commitments	29,151	15,756	6,191	4,117	3,087	—

Other than as shown above, NaaS did not have any significant capital and other commitments, long-term obligations, or guarantees as of December 31, 2021.

C. Research and Development, Patents and Licenses, etc.

We continue to invest in the research and development of our products and services. We have a research and development team consisting of specialized technicians and professionals primarily covering areas of charging software, intelligent order management, real-time information management and related technologies.

In the years ended December 31, 2020 and 2021, NaaS' research and development expenses were RMB20.4 million and RMB37.2 million (US$5.8 million), representing 55.0% and 23.1% of its total revenues, respectively. We intend to invest considerable time and expense in the future as part of our efforts to design, develop and market new products and services and enhance existing products and services with continued research and development activities.

We rely on a combination of intellectual property rights, such as patents, trademarks, copyrights and trade secrets (including know-how), in addition to employee and third-party nondisclosure agreements, intellectual property licenses and other contractual rights, to establish, maintain, protect and enforce our rights in our technology, proprietary information and processes.

We regard our trademarks, copyrights, know-how, technologies, domain names, and other intellectual property as critical to our success. As of December 31, 2021, NaaS owned 19 registered trademarks worldwide, two copyrights (including copyrights to software products), and six registered domain names that are material to our business.

D. Trend Information

Other than as disclosed elsewhere in this Shell Company Report on Form 20-F, we are not aware of any trends, uncertainties, demands, commitments or events since 2021 that are reasonably likely to have a material adverse effect on our total net revenues, income, profitability, liquidity or capital resources, or that caused the disclosed financial information to be not necessarily indicative of future operating results or financial conditions.

E. Critical Accounting Estimates

The preparation of financial statements requires the use of accounting estimates. We need to exercise judgement in applying our accounting policies. We continue to evaluate these estimates and assumptions based on historical experience and other factors, including expectations of future events that may have a financial impact on us and that are believed to be reasonable under the circumstances. Since the use of estimates is an integral component of the financial reporting process, actual results could differ from our expectations as a result of changes in our estimates.

Revenue recognition

For online charging service solutions, we offer effective mobility connectivity services through certain platform to connect charging station operators and end-users and to facilitate the completion of successful EV charging. The performance obligations for us is to present the charging stations and charging piles on the platform, and provide such information for end-users who visit the platform. End-users can select charging stations and charging piles on their own. Upon the completion of an EV charging order, we recognize the service income charged to operators and end-users. We provide services to both charging station operators and end-users pursuant to the relevant agreements, and we perform our obligations vis-a-vis both parties during each transaction. Both charging station operators and end-users are regarded as the customers of our platform services.

Determining whether we are acting as a principal or as an agent when third-party is involved in the provision of certain services to our customers requires judgement and consideration of all relevant facts and circumstances. In evaluating our role as a principal or agent, we consider several factors in determining whether we control the specified goods or service before it is transferred to the customer, including which entity (a) is primarily responsible for fulfilling the contract, (b) is subject to inventory risk, and (c) has discretion in establishing prices.

Measurement of expected credit losses ("ECL")

A number of significant judgements are required in applying the accounting requirements for measuring ECL, such as:

- Determining criteria for significant increase in credit risk;
- Selecting appropriate models and assumptions for the measurement of ECL; and
- Establishing the relative probability weightings of forward-looking scenarios.

Significant increase in credit risk

ECL of different financial assets is measured by us on either a 12-month or lifetime basis depending on whether they are in Stage 1, 2 or 3. At each financial position date, the ECL of financial instruments at different stages are measured respectively. 12-month ECL is recognized for financial instruments in Stage 1 which do not have a significant increase in credit risk since initial recognition; lifetime ECL is recognized for financial instruments in Stage 2 which have had a significant increase in credit risk since initial recognition but are not deemed to be credit-impaired; and lifetime ECL is recognized for financial instruments in Stage 3 that are credit-impaired. A financial asset moves to Stage 2 when its credit risk has increased significantly since initial recognition, and it comes to Stage 3 when it is credit-impaired (but it is not purchased original credit impaired). In assessing whether the credit risk of a financial asset has significantly increased, we take into account qualitative and quantitative reasonable and supportable forward-looking information with significant judgements involved.

Impairment assessment under ECL for accounts receivable and other receivables.

We use a provision matrix to calculate ECL for the accounts receivable and other receivables. The provision rates are based on days past due for groupings of various customer segments with similar loss patterns. The calculation reflects the probability-weighted outcome, the time value of money and reasonable and supportable information that is available at the financial position date about past events, current conditions and forecasts of future economic conditions.

At every financial position date, the historical observed default rates are reassessed and changes in the forward-looking information is considered. In addition, accounts receivable with significant balances and credit impaired are assessed for ECL individually.

The provision of ECL is sensitive to changes in estimates.

Inputs, assumptions and estimation techniques

ECL is the discounted product of expected future cash flows by using the Probability of Default ("PD"), Loss Given Default ("LGD") and Exposure at Default ("EAD"), of which PD and LGD are estimates based on significant management judgement.

Forward-looking information

In measuring ECL in accordance with IFRS 9, it should consider forward-looking information. The calculation of ECL incorporates forward-looking information through the use of publicly available economic data and forecasts based on assumptions and management judgement to reflect the qualitative factors and through the use of multiple probability weighted scenarios.

Item 6. Directors, Senior Management and Employees

A. Directors and Senior Management

The following table sets forth information regarding our executive officers and directors upon consummation of the Mergers.

Directors and Executive Officers	Age	Position/Title
Zhen Dai	44	Chairman of the Board of Directors and Director
Yang Wang	33	Chief Executive Officer and Director
Weilin Sun	46	Director
Zhongjue Chen	43	Director
Bin Liu	43	Director
Guangming Ren	49	Independent Director
Xiaoli Liu	44	Independent Director
Lei Zhao	40	Chief Financial Officer

Zhen Dai has served as our chairman of the board and director since June 2022. He is one of the founders of NaaS and served as its director since January 2022. Mr. Zhen Dai is one of Newlink's co-founders and has served as Newlink's chief executive officer and chairman since its founding in 2016. Prior to Newlink, Mr. Zhen Dai founded Maoo Coffee, pioneering a delivery service model for coffee in China. Mr. Zhen Dai also served in various management positions in Red Star Macalline Group Corporation Ltd. from December 2011 to October 2014 and most recently as the president of its north China operations and led its expansion into e-commerce. Mr. Zhen Dai also worked at Zhengyuan Real Estate Development Company Limited from June 2001 to November 2011 and was most recently the deputy manager of its brand management center. Mr. Zhen Dai received dual bachelor degrees in chemical engineering and Chinese language and literature from Yanbian University. He is also a candidate for an Executive MBA degree from the Tsinghua Wudaokou School of Finance.

Yang Wang has served as our chief executive officer and director since June 2022. She is one of the founders of NaaS and served as its chief executive officer and director since its inception. Ms. Wang is one of Newlink's co-founders and has served as Newlink's president since its founding in 2016. In addition, Ms. Wang has also served as chief executive of Kuaidian Power Beijing, a subsidiary of Newlink focused on electric vehicle charging, since 2018. Prior to co-founding Newlink, Ms. Wang worked at the Shenzhen Stock Exchange, where she headed the "New Fortune Magazine" division and other new media initiatives, enabling the initiative to become a top 3 financial media account on Tencent's WeChat system. Ms. Yang graduated from Renmin University with a bachelor degree in Broadcasting Journalism. She is a candidate for an Executive MBA degree from the Tsinghua Wudaokou School of Finance.

Weilin Sun has served as our director since June 2022. He is one of Newlink's co-founders. Mr. Sun has served as Newlink's director since October 2017. Previously, Mr. Sun worked with Komatsu (China) Machinery Co., Ltd. from June 2007 to December 2016 and was the head of its strategic products department. Mr. Sun also worked with the construction project department of Hunter Douglas Group from January 2002 to April 2007 and was most recently its project manager. Mr. Sun holds a bachelor degree in clinic medicine from Jilin Medical University.

Zhongjue Chen has served as a director of RISE since October 2013. Mr. Chen joined Bain Capital in 2005 and is currently a managing director with Bain Capital Asia. He is mainly responsible for managing Bain Capital's private equity investments in Greater China and Asia Pacific regions. His focus is on telecommunications, technology, media, business and financial services sectors. Prior to joining Bain Capital, Mr. Chen served as an associate consultant at Bain & Company from 2001 to 2003. Mr. Chen currently sits on the boards of ChinData Group (Nasdaq: CD), NewLinks Technology Limited and ChinaPnR. Mr. Chen received an MBA degree from Harvard University Business School and a bachelor's degree in economics from Harvard University.

Bin Liu has served as our director since June 2022. He has served as a director of NaaS since January 2022. Mr. Liu is Chairman and General Manager of Zhenwei Investment Fund Management Company Limited. Mr. Liu worked at Alltrust Insurance Asset Management Co., Ltd. from 2016 to 2018 and most recently served as its director and general manager. Before that, Mr. Liu worked at Great Wall Securities Co., Ltd, from 2004 to 2016 and most recently as its Managing Director. Mr. Liu obtained a bachelor's degree in thermal engineering from Wuhan University and a master's degree in law from Beijing University.

Guangming Ren has served as our independent director since June 2022. Since 2015, Mr. Ren has also served as a director of Joincap Holding Group and the general manager of Beijing Joincap Asset Management Co., Ltd. since 2015. Mr. Ren joined Shenzhen Securities Information Co., Ltd. in 2004, and from 2004 to 2015, he led the chief editor's office for the *Trading Day* program and served as the Director of Marketing Operations of the *New Fortune* magazine. Mr. Ren also served at various leadership positions at the *Securities Times* and Changchun Television from 1994 to 2004. Mr. Ren holds an undergraduate degree in Chinese literature from Jilin University.

Xiaoli Liu has served as our independent director since June 2022. Mr. Liu is the founder of Beijing Wanli Xinyuan Technology Co. Ltd. He served several senior management roles in SF Express Group from 2004 to 2022, including as president of the Group Customer Headquarters, president of North China Region, president of the Pharmaceutical Enterprise Division, and as the general manager for the Group Corporate Development Office and for SF Express Group's regional operations including for the Nanjing, Hangzhou, Shenzhen and Beijing regions. Prior to joining SF Express Group, Mr. Liu worked at the Asset Operation Department of the China Aerospace Science and Industry Group. Mr. Liu obtained a bachelor's degree in international economics and trade from Yanbian University and is an EMBA candidate at Tsinghua University.

Lei Zhao has served as our chief financial officer since June 2022. He served as the chief financial officer of NaaS since July 2021 and as Newlink's vice president of finance since May 2021. Prior to joining Newlink, Mr. Zhao served first as the senior financial director and then as the general manager of capital markets at Lexin (Nasdaq: LX) from 2016 to 2021. He was the senior director of YeePay from 2014 to 2016 and was in charge of operation analysis and capital markets. Mr. Zhao was the general manager of finance at Plateau Capital in 2014. From 2011 to 2013, Mr. Zhao worked at Chinex Medical limited as its director of accounting. From 2008 to 2011, Mr. Zhao was a senior financial manager at Global Education & Technology Group (Nasdaq: GEDU) and worked in the audit division of PriceWaterhouseCoopers from 2004 to 2008. Mr. Zhao graduated from the University of International Business and Economics in Beijing with a bachelor's degree in accounting. Mr. Zhao is a certified public accountant in the U.S. and a certified management accountant.

B. Compensation

For the year ended December 31, 2021, RISE paid an aggregate of approximately RMB6.4 million (US$1.0 million) in cash to its then directors and executive officers.

For the year ended December 31, 2021, NaaS paid an aggregate of approximately RMB2.7 million (US$0.4 million) in cash to its directors and executive officers.

We have not set aside or accrued any amount to provide pension, retirement or other similar benefits to its directors and executive officers. Our PRC subsidiaries are required by law to make contributions equal to certain percentages of each employee's salary for his or her pension insurance, medical insurance, unemployment insurance and other statutory benefits and a housing provident fund.

Employment Agreements and Indemnification Agreements

We have adopted a form employment agreement for our executive officers. The terms of this form employment agreement provide that each of our executive officers is employed for a specified time period. We may terminate employment for cause, at any time, without advance notice or remuneration, for certain acts of the executive officer, such as conviction or plea of guilty to a felony or any crime involving moral turpitude, negligent or dishonest acts to our detriment, or misconduct or a failure to perform agreed duties. We may also terminate an executive officer's employment without cause upon three-month or mutually agreed advance written notice. In such case of termination by us, we will provide severance payments to the executive officer as expressly required by applicable law of the jurisdiction where the executive officer is based. The executive officer may resign at any time with a three-month or mutually agreed advance written notice.

The terms of the form employment agreement also provide that each executive officer should hold, both during and after the termination or expiry of his or her employment agreement, in strict confidence and not to use, except as required in the performance of his or her duties in connection with the employment or pursuant to applicable law, any of our confidential information or trade secrets, any confidential information or trade secrets of our clients or prospective clients, or the confidential or proprietary information of any third party received by us and for which we have confidential obligations. The executive officers should disclose in confidence to us all inventions, designs and trade secrets which they conceive, develop or reduce to practice during the executive officer's employment with us and to assign all right, title and interest in them to us, and assist us in obtaining and enforcing patents, copyrights and other legal rights for these inventions, designs and trade secrets.

In addition, each executive officer agrees to be bound by non-competition and non-solicitation restrictions during the term of his or her employment and typically for one year following the last date of employment. Specifically, the terms of the form employment agreement provide that each executive officer should not (i) approach our suppliers, clients, customers or contacts or other persons or entities introduced to the executive officer in his or her capacity as a representative of us for the purpose of doing business with such persons or entities that will harm our business relationships with these persons or entities; (ii) assume employment with or provide services to any of our competitors, or engage, whether as principal, partner, licensor or otherwise, any of our competitors, without our express consent; or (iii) seek directly or indirectly, to solicit the services of, or hire or engage any of our employees who is employed by us on or after the date of the executive officer's termination, or in the year preceding such termination, without our express consent.

We have entered into indemnification agreements with each of our directors and executive officers. Under these agreements, we may agree to indemnify our directors and executive officers against certain liabilities and expenses incurred by such persons in connection with claims made by reason of their being a director or officer of our company.

Share Incentive Plan

At the Closing, we assumed the then-effective 2022 Share Incentive Plan of NaaS (the "2022 Share Incentive Plan"). Each option to purchase ordinary shares of NaaS that was outstanding immediately prior to the Effective Time, whether vested or unvested, was converted into an option to purchase a number of Class A ordinary shares at a coversion ratio of 32.951 in accordance with the Merger Agreement (the "ESOP Conversion").

All awards under our equity incentive plans that were outstanding immediately prior to the Effective Time were automatically cancelled and extinguished, except that each vested option to purchase ordinary shares that was outstanding immediately prior to the Effective Time was converted into an option to purchase Class A ordinary shares in accordance with the Merger Agreement and is governed by the 2022 Share Incentive Plan (other than the vesting and exercisability terms).

2022 Share Incentive Plan

The 2022 Share Incentive Plan was adopted to attract and retain the best available personnel, provide additional incentives to directors, employees and consultants, and promote the success of our business. The aggregate number of ordinary shares which may be issued or transferred pursuant to awards under the 2022 Share Incentive Plan, after taking into effect the ESOP Conversion, is (i) 224,665,915 ordinary shares, or (ii) such greater number of ordinary shares as determined by the Committee (as defined below) and approved by the shareholders of NaaS.

The following paragraphs describe the principal terms of the 2022 Share Incentive Plan.

Types of Awards. The 2022 Share Incentive Plan permits the awards of options, restricted shares, restricted share units or other equity incentive awards pursuant to the authorizations of the administrator under the 2022 Share Incentive Plan.

Plan Administration. Our board of directors or one or more committees consisting of directors appointed by the board of directors (the "Committee") or another committee (within its delegated authority) administers the 2022 Share Incentive Plan. The administrator of 2022 Share Incentive Plan determines, among other things, the eligibility of individuals to receive awards, the type and number of awards to be granted to each eligible individual, and the terms and conditions of each award.

Award Agreement. Each award granted under the 2022 Share Incentive Plan is evidenced by an award agreement that contains such terms and conditions as may be necessary to meet the applicable provisions of Section 422 of the United States Internal Revenue Code of 1986, as amended from time to time (the "Code").

Eligibility. We may grant awards to employees, consultants and directors of our company. The general scope of eligible individuals shall be determined by the Committee.

Vesting Schedule. In general, the administrator determines the vesting schedule, if any, which is specified in the relevant award agreement.

Exercise of Options. The exercise price per share subject to an option shall be determined by the administrator and set forth in the award agreement which may be a fixed price or a variable price related to the fair market value of the shares; *provided*, *however*, that no option may be granted to an individual subject to taxation in the United States at less than the fair market value on the date of grant, without compliance with Section 409A of the Code, or the holder's consent.

Transfer Restrictions. Awards may not be transferred in any manner by the holder other than in accordance with the exceptions provided in the 2022 Share Incentive Plan, such as transfers to members of the holder's family, charitable institutions, or trusts or other entities whose beneficiaries or beneficial owners are members of the holder's family and/or charitable institutions, pursuant to such conditions and procedures as the administrator may establish.

Termination and Amendment of the 2022 Share Incentive Plan. Unless terminated earlier, the 2022 Share Incentive Plan has a term of 10 years. The Committee has the authority to terminate, amend or modify the plan.

Share Incentive Grants

The following table summarizes, as of May 31, 2022, the outstanding options granted to our incumbent directors and executive officers that have been assumed under the 2022 Share Incentive Plan after taking into effect the ESOP Conversion:

Name	Number of Ordinary Shares Underlying Options	Exercise Price (US$/Share)	Date of Grant	Date of Expiration
Zhen Dai	112,334,243	0.000003	March 18, 2022	March 18, 2032
Yang Wang	37,443,045	0.000003	March 18, 2022	March 18, 2032
Weilin Sun	8,903,558	0.000003	February 1, 2022	February 1, 2032
Zhongjue Chen	—	—	—	—
Bin Liu	—	—	—	—
Guangming Ren	—	—	—	—
Xiaoli Liu	—	—	—	—
Lei Zhao	*	0.000003	February 1, 2022	February 1, 2032

Note:

* Aggregate number of shares beneficially owned by the person account for less than 1% of our total outstanding ordinary shares.

C. Board Practices

Board of Directors

Our board of directors consists of seven directors. A director is not required to hold any shares in our company by way of qualification. A director who is in any way, whether directly or indirectly, interested in a contract or transaction or proposed contract or transaction with our company is required to declare the nature of his interest at a meeting of our directors. Subject to the Nasdaq rules and disqualification by the chairman of the relevant board meeting, a director may vote in respect of any contract or transaction or proposed contract or transaction notwithstanding that he may be interested therein, and if he does so his vote shall be counted and he shall be counted in the quorum at any meeting of our directors at which any such contract or transaction or proposed contract or transaction is considered. Our directors may exercise all the powers of our company to raise or borrow money and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital or any part thereof, to issue debentures, debenture stock, bonds and other securities, whether outright or as collateral security for any debt, liability or obligation of our company or of any third party.

None of our directors has a service contract with us that provides for benefits upon termination of service.

Committees of the Board of Directors

We have established three committees under the board of directors: an audit committee, a compensation committee, and a corporate governance and nominating committee. We have adopted a charter for each of the three committees. Each committee's members and functions are described below.

Audit Committee. Our audit committee consists of Mr. Guangming Ren and Mr. Xiaoli Liu. Mr. Guangming Ren is the chairperson of our audit committee. We have determined that Mr. Guangming Ren and Mr. Xiaoli Liu satisfy the "independence" requirements of Rule 5605(a)(2) of the Nasdaq Stock Market Rules and Rule 10A-3 under the Exchange Act. We have determined that Mr. Guangming Ren qualifies as an "audit committee financial expert." The audit committee oversees our accounting and financial reporting processes and the audits of the financial statements of our company. The audit committee is responsible for, among other things:

- appointing the independent auditors and pre-approving all auditing and non-auditing services permitted to be performed by the independent auditors;

- reviewing with the independent auditors any audit problems or difficulties and management's response;
- discussing the annual audited financial statements with management and the independent auditors;
- reviewing the adequacy and effectiveness of our accounting and internal control policies and procedures and any steps taken to monitor and control major financial risk exposures;
- reviewing and approving all proposed related party transactions;
- meeting separately and periodically with management and the independent auditors; and
- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance.

Compensation Committee. Our compensation committee consists of Mr. Zhongjue Chen, Mr. Guangming Ren and Mr. Xiaoli Liu. Mr. Zhongjue Chen is the chairperson of our compensation committee. We have determined that Mr. Guangming Ren and Mr. Xiaoli Liu satisfy the "independence" requirements of Rule 5605(a)(2) of the Nasdaq Stock Market Rules. The compensation committee assists the board in reviewing and approving the compensation structure, including all forms of compensation, relating to our directors and executive officers. Our chief executive officer may not be present at any committee meeting during which his compensation is deliberated. The compensation committee is responsible for, among other things:

- reviewing and approving, or recommending to the board for its approval, the compensation for our chief executive officer and other executive officers;
- reviewing and recommending to the board for determination with respect to the compensation of our non-employee directors;
- reviewing periodically and approving any incentive compensation or equity plans, programs or similar arrangements; and
- selecting compensation consultant, legal counsel or other adviser only after taking into consideration all factors relevant to that person's independence from management.

Corporate Governance and Nominating Committee. Our corporate governance and nominating committee consists of Mr. Zhen Dai, Mr. Guangming Ren and Mr. Xiaoli Liu. Mr. Zhen Dai is the chairperson of our corporate governance and nominating committee. We have determined that Mr. Guangming Ren and Mr. Xiaoli Liu satisfy the "independence" requirements of Rule 5605(a)(2) of the Nasdaq Stock Market Rules. The corporate governance and nominating committee assists the board of directors in selecting individuals qualified to become our directors and in determining the composition of the board and its committees. The corporate governance and nominating committee is responsible for, among other things:

- selecting and recommending to the board nominees for election by the shareholders or appointment by the board;
- reviewing annually with the board the current composition of the board with regards to characteristics such as independence, knowledge, skills, experience and diversity;
- making recommendations on the frequency and structure of board meetings and monitoring the functioning of the committees of the board; and
- advising the board periodically with regards to significant developments in the law and practice of corporate governance as well as our compliance with applicable laws and regulations, and making recommendations to the board on all matters of corporate governance and on any remedial action to be taken.

Duties of Directors

Under Cayman Islands law, our directors owe fiduciary duties to our company, including a duty of loyalty, a duty to act honestly and a duty to act in what they consider in good faith to be in our best interests. Our directors must also exercise their powers only for a proper purpose. Our directors also owe to our company a duty to exercise the skill they actually possess and such care and diligence that a reasonably prudent person would exercise in comparable circumstances. It was previously considered that a director need not exhibit in the performance of his duties a greater degree of skill than may reasonably be expected from a person of his knowledge and experience. However, English and Commonwealth Courts have moved toward an objective standard with regard to the required skill and care and these authorities are likely to be followed in the Cayman Islands. In fulfilling their duty of care to us, our directors must ensure compliance with our memorandum and articles of association, as amended and restated from time to time, and the class rights vested thereunder in the holders of the shares. In certain limited exceptional circumstances, a shareholder may have the right to seek damages in our name if a duty owed by our directors is breached.

Our board of directors has all the powers necessary for managing, and for directing and supervising, our business affairs. The functions and powers of our board of directors include, among others:

- convening shareholders' annual and extraordinary general meetings and reporting its work to shareholders at such meetings;
- declaring dividends and distributions;
- appointing officers and determining the term of office of the officers;
- exercising the borrowing powers of our company and mortgaging the property of our company; and
- approving the transfer of shares in our company, including the registration of such shares in our share register.

Terms of Directors and Officers

Our directors may be elected by an ordinary resolution of our shareholders. Alternatively, our board of directors may, by the affirmative vote of a simple majority of the directors present and voting at a board meeting appoint any person as a director to fill a casual vacancy on our board or as an addition to the existing board. Our directors are not automatically subject to a term of office and hold office until such time as they are removed from office by an ordinary resolution of our shareholders. In addition, a director will cease to be a director if he (i) becomes bankrupt or makes any arrangement or composition with his creditors; (ii) dies or is found to be or becomes of unsound mind; (iii) resigns his office by notice in writing; (iv) without leave of absence from our board, is absent from meetings of our board for three consecutive meetings and our board resolves that his office be vacated; or (v) is removed from office pursuant to any other provision of our articles of association.

Our officers are appointed by and serve at the discretion of the board of directors, and may be removed by our board of directors.

Board Diversity Matrix

Board Diversity Matrix (As of May 31, 2022)

Country of Principal Executive Offices:	People's Republic of China
Foreign Private Issuer	Yes
Disclosure Prohibited Under Home Country Law	No
Total Number of Directors	7

	Female	Male	Non-Binary	Did Not Disclose Gender
Part I: Gender Identity				
Directors	1	6	-	-
Part II: Demographic Background				
Underrepresented Individual in Home Country Jurisdiction		-		
LGBTQ+		-		
Did Not Disclose Demographic Background		2		

D. Employees

As of March 31, 2022 , we had 222 full-time employees and over 80 outsourced personnel recruited through third-party agencies. Details of our full-time employees are set out in the table below:

Function	Number of Employees	Percentage
Operating & Marketing Strategy	25	11%
Business Development	110	50%
Research and development	56	25%
Administration	31	14%
Total	**222**	**100%**

Our success depends on our ability to attract, motivate, train and retain qualified employees. We believe we offer our employees competitive compensation packages and an environment that encourages self-development and creativity. As a result, we have generally been successful in attracting and retaining qualified employees. We believe that we maintain a good working relationship with our employees, and we have not experienced any material labor disputes in the past. None of our employees are represented by labor unions.

As required by regulations in China, we participate in various employee social security plans that are organized by municipal and provincial governments for our PRC-based employees, including pension insurance, unemployment insurance, maternity insurance, work-related injury insurance, medical insurance and housing provident fund. We are required under PRC law to make contributions to employee benefit plans occasionally for our PRC-based employees at specified percentages of their salaries, bonuses and certain allowances of such employees, up to a maximum amount specified by local governments in China.

We enter into standard employment agreements with our employees. We also enter into standard confidentiality and non-compete agreements with our employees in accordance with common market practice.

E. Share Ownership

The following table sets forth information with respect to the beneficial ownership of our ordinary shares upon consummation of the Mergers by:

- each of our directors and executive officers; and
- each person known to us to own beneficially more than 5% of our ordinary shares.

The calculations in the shareholder table below are based on 2,141,595,809 ordinary shares issued and outstanding upon consummation of the Mergers, comprising (i) 494,048,037 Class A ordinary shares, excluding Class A ordinary shares issued to JPMorgan Chase Bank, N.A., the depositary of our ADS program, for bulk issuance of ADSs reserved for future issuances upon the exercise or vesting of awards granted under our stock incentive plans, (ii) 248,888,073 Class B ordinary shares, and (iii) 1,398,659,699 Class C ordinary shares.

Beneficial ownership is determined generally in accordance with the rules of the SEC and generally requires that such person have voting or investment power with respect to securities. In computing the number of shares beneficially owned by any person listed below and the percentage ownership of such person, all ordinary shares of ours underlying options, warrants or convertible securities held by each such person that are exercisable or convertible within 60 days of the date of this Shell Company Report on Form 20-F are deemed outstanding.

	Amount of Beneficial Ownership					
Name and Address of Beneficial Owner	Class A Ordinary Shares†	Class B Ordinary Shares†	Class C Ordinary Shares†	Percent Ownership††	Percent Voting Power†††	Percent Voting Power (Upon Full Distribution by Newlink)††††
Directors and Executive Officers: **						
Zhen Dai(1)	56,167,121	248,888,073	—	13.9%	43.6%	57.3%
Yang Wang(2)	18,721,539	—	38,349,393	2.6%	1.6%	1.3%
Weilin Sun(3)	—	—	30,305,208	1.4%	1.0%	0.7%
Zhongjue Chen	—	—	—	—	—	—
Bin Liu	*	—	—	*	*	*
Guangming Ren	—	—	—	—	—	—
Xiaoli Liu	—	—	—	—	—	—
Lei Zhao	—	—	—	—	—	—
All directors and executive officers as a group	144,015,952	248,888,073	68,654,601	18.0%	46.3%	59.3%
Principal Shareholders:						
Bain Capital Rise Education IV Cayman Limited (4)	138,094,376	—	278,117,323	19.4%	12.0%	9.5%
Newlinks Technology Limited(5)	—	248,888,073	1,398,659,699	76.9%	91.5%	88.7%
Beijing Zhenwei Qingfeng Economic Management Consulting Partnership (L.P.)(6)	253,891,329	—	—	11.9%	4.4%	5.8%

* Less than 1%

** The business address of Mr. Zhongjue Chen is Suite 2501, Level 25, One Pacific Place, 88 Queensway, Hong Kong. The business address of Mr. Bin Liu is 8F, Beijing Shougang International Building, Xizhimen North Street, Haidian District, Beijing, People's Republic of China. The business address of Mr. Guangming Ren is 12-2 Lang Yueyuan, Yayun Xinxin Jiayuan, Chaoyang, District, Beijing, People's Republic of China. The business address of Mr. Xiaoli Liu is Room 1902, Unit 1, Building 11, No. 8, Huamao City, Chaoyang District, Beijing, People's Republic of China. The business address of our other directors and executive officers is c/o Newlink Center, Area G, Building 7, Huitong Times Square, No.1 Yaojiayuan South Road, Chaoyang District, Beijing, People's Republic of China.

† Each Class B ordinary share and each Class C ordinary share is convertible into one Class A ordinary share at any time by the holder thereof, subject to certain conditions. Class A ordinary shares are not convertible into Class B ordinary shares or Class C ordinary shares under any circumstances.

†† A total of 2,141,595,809 ordinary shares were outstanding immediately after the consummation of the Mergers.

††† Holders of Class A ordinary shares are entitled to one vote per share. Holders of Class B ordinary shares and Class C ordinary shares are entitled to ten votes per share and two votes per share, respectively. Upon the Closing, Newlink directly holds Class B ordinary shares and Class C ordinary shares, with the voting power of all Class B ordinary shares controlled by Mr. Dai and the voting power of Class C ordinary shares controlled by shareholders of Newlink other than Mr. Dai on a look-through basis proportional to those shareholders' relative shareholding percentage in Newlink. This column sets out the voting power percentages on the foregoing basis, prior to Newlink's distribution of any Class B ordinary shares or Class C ordinary shares to its own shareholders.

†††† Class B ordinary shares and Class C ordinary shares will be automatically and immediately converted into an equal number of Class A ordinary shares upon the occurrence of any direct or indirect sale, transfer, assignment or disposition of such number of Class B ordinary shares or Class C ordinary shares by the holder thereof or the direct or indirect transfer or assignment of the voting power attached to such number of Class B ordinary shares or Class C ordinary shares through voting proxy or otherwise to any person that is not Mr. Dai or his affiliates (Newlinks Technology Limited being deemed not to be his affiliate). Therefore, all Class B ordinary shares distributed by Newlink to Mr. Dai or his affiliates will remain Class B ordinary shares, and all Class C ordinary shares distributed by Newlink to its own shareholders (other than Mr. Dai and his affiliates) will be automatically converted into Class A ordinary shares. This column sets out the voting power percentages assuming full distribution by Newlink of Class B ordinary shares to Mr. Dai or his affiliates and of Class C ordinary shares to its own shareholders (other than Mr. Dai and his affiliates). Whether and to what extent to conduct such distribution would be a corporate decision by Newlink that requires approval by the board of directors and/or shareholders of Newlink, as applicable.

(1) Represents (i) the 56,167,121 Class A ordinary shares underlying certain options issued to Mr. Dai, which became vested and exercisable immediately upon consummation of the Mergers, and (ii) the 248,888,073 Class B ordinary shares held by Newlinks Technology Limited immediately after the Closing based on Zenki Luck Limited's ownership interest in Newlinks Technology Limited by way of holding 67,126,520 ordinary shares of Newlinks Technology Limited. Zenki Luck Limited is 100% beneficially owned by Mr. Dai. The registered address of Zenki Luck Limited is Craigmuir Chambers, Road Town, Tortola, VG 1110 British Virgin Islands.

(2) Represents (i) the 18,721,539 Class A ordinary shares underlying certain options issued to Ms. Wang, which became vested and exercisable immediately upon consummation of the Mergers, and (ii) a portion of the 1,398,659,699 Class C ordinary shares held by Newlinks Technology Limited immediately after the Closing (which Class C ordinary shares are subject to automatic conversion into Class A ordinary shares in certain events as described in the footnote above), based on Young King Luck Holding Limited's ownership interest in Newlinks Technology Limited by way of holding 9,665,588 ordinary shares of Newlinks Technology Limited. Young King Luck Holding Limited is 100% beneficially owned by Ms. Wang. The registered address of Young King Luck Holding Limited is Craigmuir Chambers, Road Town, Tortola, VG 1110 British Virgin Islands.

(3) Represents a portion of the 1,398,659,699 Class C ordinary shares held by Newlinks Technology Limited immediately after the Closing (which Class C ordinary shares are subject to automatic conversion into Class A ordinary shares in certain events as described in the footnote above), based on Phoenix Sun Luck Tech Limited's ownership interest in Newlinks Technology Limited by way of holding 7,638,148 ordinary shares of Newlinks Technology Limited. Phoenix Sun Luck Tech Limited is 100% beneficially owned by Mr. Sun. The registered address of Phoenix Sun Luck Tech Limited is Craigmuir Chambers, Road Town, Tortola, VG 1110 British Virgin Islands.

(4) Represents (i) 119,372,236 Class A ordinary shares held by Bain Capital Rise Education IV Cayman Limited immediately after the Closing, (ii) 18,722,140 Class A ordinary shares held by BCPE Nutcracker Cayman, L.P. immediately after the Closing, and (iii) a portion of the 1,398,659,699 Class C ordinary shares held by Newlinks Technology Limited immediately after the Closing (which Class C ordinary shares are subject to automatic conversion into Class A ordinary shares in certain events as described in the footnote above), based on BCPE Nutcracker Cayman, L.P.'s ownership interest in Newlinks Technology Limited by way of holding 70,096,905 ordinary shares of Newlinks Technology Limited. Bain Capital Rise Education IV Cayman Limited is owned by Bain Capital Asia Integral Investors, L.P. Bain Capital Investors, LLC, or BCI, is the general partner of Bain Capital Asia Integral Investors, L.P. The governance, investment strategy and decision-making process with respect to investments held by Bain Capital Rise Education IV Cayman Limited is directed by the Global Private Equity Board of BCI. As a result of the relationships described above, BCI may be deemed to share beneficial ownership of the shares held by Bain Capital Rise Education IV Cayman Limited. Bain Capital Rise Education IV Cayman Limited has an address c/o Bain Capital Private Equity, LP, 200 Clarendon Street, Boston, Massachusetts 02116. BCPE Nutcracker GP, LLC is the general partner of BCPE Nutcracker Cayman, L.P. and has its registered address at Maples Corporate Service Limited, POBox 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.

(5) Principal shareholders of Newlinks Technology Limited include Mr. Dai, Yang Wang, Weilin Sun, Joy Capital, Bain Capital and CMC Capital.

(6) Zhenwei Investment Fund Management Co., Ltd. is the general partner of Beijing Zhenwei Qingfeng Economic Management Consulting Partnership (L.P.). and has its registered address at 8/F, 60 Xizhimen North Avenue, Haidian District, Beijing, China.

To our knowledge, as of the date of this Shell Company Report on Form 20-F, a total of 14,105,086 Class A ordinary shares are held by record holders in the United States, including 14,105,085 Class A ordinary shares held by JPMorgan Chase Bank, N.A., the depositary of our ADS program, and one Class A ordinary share held by an individual. None of our outstanding Class B ordinary shares or Class C ordinary shares are held by record holders in the United States. The number of beneficial owners of our ADSs in the United States is likely to be much larger than the number of record holders of our ordinary shares in the United States.

For options granted to our officers, directors and employees, see "—B. Compensation of Directors and Executive Officers—Share Incentive Plan."

Item 7. Major Shareholders and Related Party Transactions

A. Major Shareholders

Please refer to "Item 6. Directors, Senior Management and Employees—E. Share Ownership."

B. Related Party Transactions

RISE

See "Item 6. Directors, Senior Management and Employees—B. Compensation—Share Incentive Plan." of our annual report on Form 20-F filed with the SEC on May 13, 2022.

Registration Rights Agreement

RISE entered into a Registration Rights Agreement with the Major Shareholder in June 2022 prior to the consummation of the Mergers to provide certain registration rights with respect to 119,372,236 ordinary shares (and any equity securities issued or issuable with respect to such shares) held by the Major Shareholder as of the date of the agreement ("Registrable Securities").

Demand Registration Rights. Holders holding at least 20% of the Registrable Securities then outstanding have the right to request that we register all or any portion of their Registrable Securities under the Securities Act. Such holders will be entitled to request an unlimited number of demand registrations for which we will pay all registration expenses, whether or not any such registration is consummated. We have the right to defer filing of a registration statement for a period of not more than 45 days after the receipt of the request of the initiating holders under certain conditions, but we cannot exercise the deferral right more than once in any 12-month period.

Piggyback Registration Rights. If we propose to register any of our equity securities under the Securities Act (except for certain excluded registrations) and the registration form to be used may be used for the registration of Registrable Securities, we include in such piggyback registration all Registrable Securities with respect to which we has received written requests for inclusion therein. If the managing underwriters of any underwritten offering advise us in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in such offering without adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, then we will include in such registration, (i) in the event of primary registration, first the securities we propose to sell, second to Registrable Securities requested to be included in such registration pro rata among the requesting holders of such Registrable Securities on the basis of the number of Registrable Securities owned by each such holder, and third other securities requested to be included in such registration, or (ii) in the event of secondary registration, first, securities requested to be included therein by the holders initially requesting such registration, second, Registrable Securities requested to be included in such registration pro rata among the holders of such Registrable Securities on the basis of the number of Registrable Securities owned by each such holder, and (iii) third, other securities requested to be included in such registration, in each case to extent that in the opinion of the underwriters, such securities can be sold without any such adverse effect.

Expenses of Registration. We will bear all registration expenses, other than underwriting discounts, commissions and transfer taxes (if any) attributable to the sale of Registrable Securities, incurred in connection with any demand registration, piggyback registration, shelf offering or underwritten block trade, except in the case of a piggyback registration in which we are selling on our own account.

Termination of Obligations. The rights of any particular holder to require us to register securities pursuant to a Demand Registration shall terminate with respect to such holder when such holder no longer holds any Registrable Securities.

NaaS

NaaS entered into transactions with its directors and executive officers with respect to certain short-term employee benefits. For the years ended December 31, 2020 and 2021, such short-term employee benefits amounted to RMB1.0 million and RMB2.7 million (US$0.4 million), respectively.

From January to May 2022, Newlink paid the following amounts on behalf of NaaS (i) RMB15.5 million (US$2.4 million) as payroll and non-pay roll labor expenses; (ii) RMB2.1 million (US$0.3 million) as rental fees; and (iii) RMB2.2 million (US$0.3 million) as other expenses. Newlink also made advances to NaaS totaling RMB49.5 million (US$7.8 million) from January to May 2022. As of May 31, 2022, a total amount of RMB69.3 million (US$10.9 million) was due from NaaS to Newlink.

C. Interests of Experts and Counsel.

Not applicable.

Item 8. Financial Information

A. Consolidated Statements and Other Financial Information

The financial statements of RISE Education Cayman Ltd as of and for the years ended December 31, 2019, 2020, and 2021 included with this Shell Company Report on Form 20-F have been prepared in accordance with U.S. GAAP. The financial statements of NaaS as of and for the years ended December 31, 2020, and 2021 included with this Shell Company Report on Form 20-F have been prepared in accordance with IFRS.

Legal Proceedings

We are currently not a party to any material legal or administrative proceedings. From time to time, we may be subject to legal, regulatory and/or administrative proceedings relating to third-party and principal intellectual property infringement claims, contract disputes involving suppliers and customers, consumer protection claims, claims relating to data and privacy protection, employment related disputes, unfair competition and other matters in the ordinary course of our business.

Dividend Distributions

We have not paid in the past and do not have any present plan to pay any cash dividends on our ordinary shares in the foreseeable future. We currently intend to retain most, if not all, of our available funds and any future earnings to operate and expand our business.

Our board of directors has complete discretion on whether to distribute dividends, subject to our current memorandum and articles of association and applicable laws. In addition, our shareholders may by ordinary resolution declare dividends, but no dividend may exceed the amount recommended by our directors. Under Cayman Islands law, a Cayman Islands company may pay a dividend out of either profit or share premium account, provided that in no circumstances may a dividend be paid if this would result in the company being unable to pay its debts as they fall due in the ordinary course of business. Even if our board of directors decides to pay dividends, the form, frequency and amount will depend upon our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors that the board of directors may deem relevant.

Holders of our ADSs will be entitled to receive dividends, if any, subject to the terms of the deposit agreement, to the same extent as the holders of our ordinary shares. Cash dividends will be paid to the depositary of our ADSs in U.S. dollars, which will distribute them to the holders of ADSs according to the terms of the deposit agreement， including the fees and expenses payable thereunder. Other distributions, if any, will be paid by the depositary to the holders of ADSs in any means it deems legal, fair and practical.

We are a holding company incorporated in the Cayman Islands. We principally rely on dividends from our subsidiaries in China for our cash needs. To pay dividends to us, our subsidiaries in China need to comply with the applicable regulations. See “Item 3. Key Information— D. Risk Factors—Risks Related to Doing Business in China—We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiaries to make payments to us could have a material and adverse effect on our ability to conduct our business.”

B. Significant Changes

Except as disclosed elsewhere in this Shell Company Report on Form 20-F, we have not experienced any significant changes since December 31, 2021.

Item 9. The Offer and Listing

A. Offer and Listing Details

As set forth above in “Item 4. Information on the Company—A. History and Development of the Company—The Mergers,” at the Closing:

- each ordinary share of RISE issued and outstanding immediately prior to the effective time of the Merger (the “Effective Time”) was automatically converted into one validly issued, fully paid and non-assessable Class A ordinary share, par value of $0.01 per share;
- each ordinary share and preferred share of NaaS issued and outstanding immediately prior to the Effective Time was cancelled in exchange for the right to receive 32.951 Class A ordinary shares, except for (a) any ordinary share of NaaS owned by Newlink, then controlling shareholder of NaaS and (b) any ordinary share of NaaS held by NaaS as treasury shares, or owned by us, Merger Sub or Merger Sub II or any other wholly-owned subsidiary of ours, Merger Sub or Merger Sub II was cancelled and ceased to exist; and

- the 50,000,000 ordinary shares of NaaS issued and outstanding immediately prior to the Effective Time and held by Newlink were cancelled in exchange for the right to receive a total of 248,888,073 Class B ordinary shares and 1,398,659,699 Class C ordinary shares, respectively (on a 32.951 Class B ordinary shares or Class C ordinary shares per ordinary share of NaaS conversion basis).

The ordinary shares issued to the NaaS shareholders that were outside the United States were issued in "offshore transactions" (as such term is defined in Regulation S under the Securities Act in reliance on Regulation S under the Securities Act, and the ordinary shares issued to the NaaS shareholders that were in the United States were issued to accredited investors in reliance on Rule 506(b) of Regulation D under the Securities Act. Such ordinary shares issued have not been registered under the Securities Act and may not be transferred unless subsequently registered under the Securities Act and qualified under state law or unless an exemption from such registration and qualification is available.

Our ADSs have been listed on the Nasdaq since October 20, 2017. Our ADSs were traded under the symbol "REDU" prior to June 10, 2022 and have been traded under the symbol "NAAS" since then.

As a foreign private issuer, our officers, directors and ten percent beneficial owners will not be subject to the reporting obligations of the proxy rules of the Section 14 of the Exchange Act or the insider short-swing profit rules of Section 16 of the Exchange Act.

B. Plan of Distribution

Not applicable.

C. Markets

Our ADSs have been listed on the Nasdaq since October 20, 2017. Our ADSs were traded under the symbol "REDU" prior to June 10, 2022, the date on which the Mergers were consummated, and have been traded under the symbol "NAAS" since then.

D. Selling Shareholders

Not applicable.

E. Dilution

Not Applicable.

F. Expense of the Issue

Not Applicable

Item 10. Additional Information

A. Share Capital

Our authorized share capital is US$25,000,000 divided into 2,500,000,000 shares comprising of (i) 700,000,000 Class A ordinary shares of a par value of US$0.01 each, (ii) 300,000,000 Class B ordinary shares of a par value of US$0.01 each, (iii) 1,400,000,000 Class C ordinary shares of a par value of US$0.01 each, and (iv) 100,000,000 shares as such Class or series (however designated) as our board of directors may determine in accordance with the Articles.

Upon consummation of the Mergers, 494,048,037 Class A ordinary shares, 248,888,073 Class B ordinary shares, and 1,398,659,699 Class C ordinary shares are issued and outstanding. All of our issued and outstanding ordinary shares and preferred shares are fully paid.

History of Securities Issuances

Except (i) the issuance of 48,571,428 ordinary shares to the Major Shareholder prior to the consummation of the Mergers as a result of the conversion of the convertible loan extended by the Major Shareholder to us under the Convertible Loan Deed, and (ii) issuances made in connection with the Mergers (see Item 9. The Offer and Listing—A. Offer and Listing Details), we have not issued any securities in the past three years.

B. Memorandum and Articles of Association

We are a Cayman Islands exempted company with limited liability and our affairs are governed by our memorandum and articles of association, as amended and restated from time to time, and the Companies Act (As Revised) of the Cayman Islands, which is referred to as the Companies Act below, and the common law of the Cayman Islands.

The following are summaries of material provisions of our current memorandum and articles of association, which were adopted at the annual general meeting of our company on April 29, 2022 and took effect immediately prior to the consummation of the Transaction, insofar as they relate to the material terms of our ordinary shares.

Objects of Our Company. The objects of our company are unrestricted and we have the full power and authority to carry out any object not prohibited by the laws of the Cayman Islands.

Ordinary Shares. Our ordinary shares are divided into Class A ordinary shares, Class B ordinary shares and Class C ordinary shares. Holders of our Class A ordinary shares, Class B ordinary shares and Class C ordinary shares have the same rights except for voting and conversion rights. Our ordinary shares are issued in registered form and are issued when registered in our register of members. We may not issue shares to bearer. Our shareholders who are non-residents of the Cayman Islands may freely hold and vote their shares.

Conversion. Each Class B ordinary share or Class C ordinary share is convertible into one Class A ordinary share, whereas Class A ordinary shares are not convertible into Class B ordinary shares or Class C ordinary shares under any circumstances. Class B ordinary shares are not convertible into Class C ordinary shares, and vice versa. Any number of Class B ordinary shares or Class C ordinary shares, as the case may be, held by a holder thereof will be automatically and immediately converted into an equal number of Class A ordinary shares upon the occurrence of any direct or indirect sale, transfer, assignment or disposition of such number of Class B ordinary shares and/or Class C ordinary shares by the holder thereof or the direct or indirect transfer or assignment of the voting power attached to such number of Class B ordinary shares and/or Class C ordinary shares through voting proxy or otherwise to any person that is not Mr. Zhen Dai or his affiliates (excluding Newlink).

In addition, any number of Class B ordinary shares held by Mr. Zhen Dai or his affiliates (excluding Newlink) shall be automatically and immediately converted into an equal number of Class A ordinary shares on the earlier to occur of (i) the total number of Class B ordinary shares directly and indirectly owned by Mr. Zhen Dai and his affiliates (excluding Newlink), which shall equal the sum of (A) the total number of Class B ordinary shares directly held by Mr. Zhen Dai and his affiliates (excluding Newlink), plus (B) the total number of Class B ordinary shares indirectly held by Mr. Zhen Dai and his affiliates (excluding Newlink) through Newlink, is smaller than 50% of the total number of the issued and outstanding Class B ordinary shares as of immediately after consummation of the Mergers, and (ii) Mr. Zhen Dai having been convicted in a final and non-appealable judgment of, or having entered a plea of guilty to, a felony or criminal act resulting in his inability to perform his official duties at NaaS Technology Inc. for a period of more than 90 days.

Dividends. Our directors may from time to time declare dividends (including interim dividends) and other distributions on our shares in issue and authorize payment of the same out of the funds of our company lawfully available therefor. In addition, our shareholders may declare dividends by ordinary resolution, but no dividend shall exceed the amount recommended by our directors. Our currently effective memorandum and articles of association provide that dividends may be declared and paid out of the funds of our Company lawfully available therefor. Under the laws of the Cayman Islands, our company may pay a dividend out of either profit or share premium account; provided that in no circumstances may a dividend be paid if this would result in our company being unable to pay its debts as they fall due in the ordinary course of business.

Voting Rights. In respect of all matters subject to a shareholders' vote, each holder of Class A ordinary shares is entitled to one vote per share, each holder of Class B ordinary shares is entitled to 10 votes per share and each holder of Class C ordinary shares is entitled to two votes per share subject to vote at our general meetings. Our Class A ordinary shares, Class B ordinary shares and Class C ordinary shares vote together as a single class on all matters submitted to a vote of our shareholders, except as may otherwise be required by law. Voting at any meeting of shareholders is by show of hands unless a poll is demanded. A poll may be demanded by the chairman of such meeting or any one shareholder holding not less than 10% of the votes attaching to the shares present in person or by proxy.

An ordinary resolution to be passed at a meeting by the shareholders requires the affirmative vote of a simple majority of the votes attaching to the ordinary shares cast at a meeting, while a special resolution requires the affirmative vote of no less than two-thirds of the votes attaching to the issued and outstanding ordinary shares cast at a meeting. A special resolution will be required for important matters such as a change of name or making changes to our currently effective memorandum and articles of association. Our shareholders may, among other things, divide or combine their shares by ordinary resolution.

General Meetings of Shareholders. As a Cayman Islands exempted company, we are not obliged by the Companies Act to call shareholders' annual general meetings. Our currently effective memorandum and articles of association provide that we may (but are not obliged to) in each year hold a general meeting as our annual general meeting in which case we shall specify the meeting as such in the notices calling it, and the annual general meeting shall be held at such time and place as may be determined by our directors.

Shareholders' general meetings may be convened by the chairman of our board of directors or by our directors (acting by a resolution of our board). Advance notice of at least seven days is required for the convening of our annual general shareholders' meeting (if any) and any other general meeting of our shareholders. A quorum required for any general meeting of shareholders consists of, at the time when the meeting proceeds to business, one or more of our shareholders holding shares which carry in aggregate (or representing by proxy) not less than one-third of all votes attaching to all of our shares in issue and entitled to vote at such general meeting.

The Companies Act provides shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's articles of association. Our currently effective memorandum and articles of association provide that upon the requisition of any one or more of our shareholders holding shares which carry in aggregate not less than one-third of all votes attaching to all issued and outstanding shares of our company entitled to vote at general meetings, our board will convene an extraordinary general meeting and put the resolutions so requisitioned to a vote at such meeting. However, our currently effective memorandum and articles of association do not provide our shareholders with any right to put any proposals before annual general meetings or extraordinary general meetings not called by such shareholders.

Transfer of Ordinary Shares. Subject to the restrictions set out below, any of our shareholders may transfer all or any of his or her ordinary shares by an instrument of transfer in the usual or common form or any other form approved by our board of directors.

Our board of directors may, in its absolute discretion, decline to register any transfer of any ordinary share which is not fully paid up or on which we have a lien. Our board of directors may also decline to register any transfer of any ordinary share unless:

- the instrument of transfer is lodged with us, accompanied by the certificate for the ordinary shares to which it relates and such other evidence as our board of directors may reasonably require to show the right of the transferor to make the transfer;
- the instrument of transfer is in respect of only one class of ordinary shares;
- the instrument of transfer is properly stamped, if required;

- in the case of a transfer to joint holders, the number of joint holders to whom the ordinary share is to be transferred does not exceed four; and
- a fee of such maximum sum as Nasdaq may determine to be payable or such lesser sum as our directors may from time to time require is paid to us in respect thereof.

If our directors refuse to register a transfer they shall, within three calendar months after the date on which the instrument of transfer was lodged, send to each of the transferor and the transferee notice of such refusal.

The registration of transfers may, on ten calendar days' notice being given by advertisement in such one or more newspapers, by electronic means or by any other means in accordance with Nasdaq rules be suspended and the register closed at such times and for such periods as our board of directors may from time to time determine; provided, however, that the registration of transfers shall not be suspended nor the register closed for more than 30 days in any year as our board may determine.

Liquidation. On the winding up of our company, if the assets available for distribution amongst our shareholders shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus shall be distributed amongst our shareholders in proportion to the par value of the shares held by them at the commencement of the winding up, subject to a deduction from those shares in respect of which there are monies due, of all monies payable to our company for unpaid calls or otherwise. If our assets available for distribution are insufficient to repay all of the paid-up capital, such the assets will be distributed so that, as nearly as may be, the losses are borne by our shareholders in proportion to the par value of the shares held by them.

Calls on Shares and Forfeiture of Shares. Our board of directors may from time to time make calls upon shareholders for any amounts unpaid on their shares in a notice served to such shareholders at least 14 days prior to the specified time and place of payment. The shares that have been called upon and remain unpaid are subject to forfeiture.

Redemption, Repurchase and Surrender of Shares. We may issue shares on terms that such shares are subject to redemption, at our option or at the option of the holders of these shares, on such terms and in such manner as may be determined, before the issue of such shares, by our board of directors or by our shareholders by special resolution. Our company may also repurchase any of our shares on such terms and in such manner as have been approved by our board of directors or by an ordinary resolution of our shareholders. Under the Companies Act, the redemption or repurchase of any share may be paid out of our Company's profits or out of the proceeds of a new issue of shares made for the purpose of such redemption or repurchase, or out of capital (including share premium account and capital redemption reserve) if our company can, immediately following such payment, pay its debts as they fall due in the ordinary course of business. In addition, under the Companies Act no such share may be redeemed or repurchased (i) unless it is fully paid up, (ii) if such redemption or repurchase would result in there being no shares outstanding or (iii) if the company has commenced liquidation. In addition, our company may accept the surrender of any fully paid share for no consideration.

Variations of Rights of Shares. Whenever the capital of our company is divided into different classes the rights attached to any such class may, subject to any rights or restrictions for the time being attached to any class, only be materially and adversely varied with the consent in writing of the holders of at least two-thirds of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, subject to any rights or restrictions for the time being attached to the shares of that class, be deemed to be materially and adversely varied by the creation, allotment or issue of further shares ranking pari passu with or subsequent to them or the redemption or purchase of any shares of any class by our company. The rights of the holders of shares shall not be deemed to be materially and adversely varied by the creation or issue of shares with preferred or other rights including, without limitation, the creation of shares with enhanced or weighted voting rights.

Issuance of Additional Shares. Our currently effective memorandum and articles of association authorizes our board of directors to issue additional ordinary shares from time to time as our board of directors shall determine, to the extent of available authorized but unissued shares, without the need for any approval or consent from our shareholders.

Our currently effective memorandum and articles of association also authorizes our board of directors, without the need for any approval or consent from our shareholders, to establish from time to time one or more series of preference shares and to determine, with respect to any series of preference shares, the terms and rights of that series, including:

- the designation of the series;
- the number of shares of the series;
- the dividend rights, dividend rates, conversion rights, voting rights; and
- the rights and terms of redemption and liquidation preferences.

Our board of directors may issue preference shares, without the need for any approval or consent from, or other action by, our shareholders to the extent authorized but unissued. Issuance of these shares may dilute the voting power of holders of ordinary shares.

Inspection of Books and Records. Holders of our ordinary shares will have no general right under Cayman Islands law to inspect or obtain copies of our list of shareholders or our corporate records (other than copies of our memorandum and articles of association, our register of mortgages and charges and any special resolutions passed by our shareholders). However, we intend to provide our shareholders with annual audited financial statements.

Anti-Takeover Provisions. Some provisions of our currently effective memorandum and articles of association may discourage, delay or prevent a change of control of our company or management that shareholders may consider favorable, including provisions that:

- authorize our board of directors to issue preference shares in one or more series and to designate the price, rights, preferences, privileges and restrictions of such preference shares without any further vote or action by our shareholders; and
- limit the ability of shareholders to requisition and convene general meetings of shareholders.

However, under Cayman Islands law, our directors may only exercise the rights and powers granted to them under our currently effective memorandum and articles of association for a proper purpose and for what they believe in good faith to be in the best interests of our company.

Exempted Company. We are an exempted company incorporated with limited liability under the Companies Act. The Companies Act distinguishes between ordinary resident companies and exempted companies. Any company that is registered in the Cayman Islands but conducts business mainly outside of the Cayman Islands may apply to be registered as an exempted company. The requirements for an exempted company are essentially the same as for an ordinary company except that an exempted company:

- does not have to file an annual return of its shareholders with the Registrar of Companies;
- is not required to open its register of members for inspection;
- does not have to hold an annual general meeting;
- may issue negotiable or bearer shares or shares with no par value;
- may obtain an undertaking against the imposition of any future taxation (such undertakings are usually given for 20 years in the first instance);
- may register by way of continuation in another jurisdiction and be deregistered in the Cayman Islands;
- may register as a limited duration company; and
- may register as a segregated portfolio company.

"Limited liability" means that the liability of each shareholder is limited to the amount unpaid by the shareholder on the shares of the company (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil).

Exclusive Forum. Without limiting the jurisdiction of the Cayman courts to hear, settle and/or determine disputes related to our company, the courts of the Cayman Islands shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of our company, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, or other employee of our company to our company or the members, (iii) any action asserting a claim arising pursuant to any provision of the Companies Act or our articles of association including but not limited to any purchase or acquisition of shares, security, or guarantee provided in consideration thereof, or (iv) any action asserting a claim against our company which if brought in the United States of America would be a claim arising under the internal affairs doctrine (as such concept is recognized under the laws of the United States from time to time).

Unless we consent in writing to the selection of an alternative forum, the United States District Court for the Southern District of New York (or, if the United States District Court for the Southern District of New York lacks subject matter jurisdiction over a particular dispute, the state courts in New York County, New York) shall be the exclusive forum within the United States for the resolution of any complaint asserting a cause of action arising out of or relating in any way to the federal securities laws of the United States, including those arising from the Securities Act and the Exchange Act, regardless of whether such legal suit, action, or proceeding also involves parties other than our company. Any person or entity purchasing or otherwise acquiring any share or other securities in our company, or purchasing or otherwise acquiring American depositary shares issued pursuant to deposit agreements, shall be deemed to have notice of and consented to the provisions of our articles of association.

Differences in Corporate Law

The Companies Act is derived, to a large extent, from the older Companies Acts of England but does not follow recent English statutory enactments and accordingly there are significant differences between the Companies Act and the current Companies Act of England. In addition, the Companies Act differs from laws applicable to U.S. corporations and their shareholders. Set forth below is a summary of certain significant differences between the provisions of the Companies Act applicable to us and the laws applicable to companies incorporated in the United States and their shareholders.

Mergers and Similar Arrangements. The Companies Act permits mergers and consolidations between Cayman Islands companies and between Cayman Islands companies and non-Cayman Islands companies. For these purposes, (i) "merger" means the merging of two or more constituent companies and the vesting of their undertaking, property and liabilities in one of such companies as the surviving company, and (ii) a "consolidation" means the combination of two or more constituent companies into a consolidated company and the vesting of the undertaking, property and liabilities of such companies to the consolidated company. In order to effect such a merger or consolidation, the directors of each constituent company must approve a written plan of merger or consolidation, which must then be authorized by (a) a special resolution of the shareholders of each constituent company, and (b) such other authorization, if any, as may be specified in such constituent company's articles of association. The written plan of merger or consolidation must be filed with the Registrar of Companies of the Cayman Islands together with a declaration as to the solvency of the consolidated or surviving company, a list of the assets and liabilities of each constituent company and an undertaking that a copy of the certificate of merger or consolidation will be given to the members and creditors of each constituent company and that notification of the merger or consolidation will be published in the Cayman Islands Gazette. Court approval is not required for a merger or consolidation which is effected in compliance with these statutory procedures.

A merger between a Cayman parent company and its Cayman subsidiary or subsidiaries does not require authorization by a resolution of shareholders of that Cayman subsidiary if a copy of the plan of merger is given to every member of that Cayman subsidiary to be merged unless that member agrees otherwise. For this purpose a company is a "parent" of a subsidiary if it holds issued shares that together represent at least ninety percent (90%) of the votes at a general meeting of the subsidiary.

The consent of each holder of a fixed or floating security interest over a constituent company is required unless this requirement is waived by a court in the Cayman Islands.

Save in certain limited circumstances, a shareholder of a Cayman constituent company who dissents from the merger or consolidation is entitled to payment of the fair value of his shares (which, if not agreed between the parties, will be determined by the Cayman Islands court) upon dissenting to the merger or consolidation, provide the dissenting shareholder complies strictly with the procedures set out in the Companies Act. The exercise of dissenter rights will preclude the exercise by the dissenting shareholder of any other rights to which he or she might otherwise be entitled by virtue of holding shares, save for the right to seek relief on the grounds that the merger or consolidation is void or unlawful.

Separate from the statutory provisions relating to mergers and consolidations, the Companies Act also contains statutory provisions that facilitate the reconstruction and amalgamation of companies by way of schemes of arrangement, provided that the arrangement is approved by a majority in number of each class of shareholders and creditors with whom the arrangement is to be made, and who must in addition represent three-fourths in value of each such class of shareholders or creditors, as the case may be, that are present and voting either in person or by proxy at a meeting, or meetings, convened for that purpose. The convening of the meetings and subsequently the arrangement must be sanctioned by the Grand Court of the Cayman Islands. While a dissenting shareholder has the right to express to the court the view that the transaction ought not to be approved, the court can be expected to approve the arrangement if it determines that:

- the statutory provisions as to the required majority vote have been met;
- the shareholders have been fairly represented at the meeting in question and the statutory majority are acting bona fide without coercion of the minority to promote interests adverse to those of the class;
- the arrangement is such that may be reasonably approved by an intelligent and honest man of that class acting in respect of his interest; and
- the arrangement is not one that would more properly be sanctioned under some other provision of the Companies Act.

The Companies Act also contains a statutory power of compulsory acquisition which may facilitate the “squeeze out” of dissentient minority shareholders upon a tender offer. When a tender offer is made and accepted by holders of 90.0% of the shares affected within four months, the offeror may, within a two-month period commencing on the expiration of such four month period, require the holders of the remaining shares to transfer such shares to the offeror on the terms of the offer. An objection can be made to the Grand Court of the Cayman Islands but this is unlikely to succeed in the case of an offer which has been so approved unless there is evidence of fraud, bad faith or collusion.

If an arrangement and reconstruction by way of scheme of arrangement is thus approved and sanctioned, or if a tender offer is made and accepted in accordance with the foregoing statutory procedures, a dissenting shareholder would have no rights comparable to appraisal rights, which would otherwise ordinarily be available to dissenting shareholders of Delaware corporations, providing rights to receive payment in cash for the judicially determined value of the shares.

Shareholders’ Suits. In principle, we will normally be the proper plaintiff to sue for a wrong done to us as a company, and as a general rule a derivative action may not be brought by a minority shareholder. However, based on English authorities, which would in all likelihood be of persuasive authority in the Cayman Islands, the Cayman Islands court can be expected to follow and apply the common law principles (namely the rule in Foss v. Harbottle and the exceptions thereto) so that a non-controlling shareholder may be permitted to commence a class action against or derivative actions in the name of the company to challenge actions where:

- a company acts or proposes to act illegally or ultra vires;

- the act complained of, although not ultra vires, could only be effected duly if authorized by more than a simple majority vote that has not been obtained; and
- those who control the company are perpetrating a "fraud on the minority."

Indemnification of Directors and Executive Officers and Limitation of Liability. Cayman Islands law does not limit the extent to which a company's memorandum and articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime. Our currently effective memorandum and articles of association provide that that we shall indemnify our officers and directors against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such directors or officer, other than by reason of such person's dishonesty, willful default or fraud, in or about the conduct of our company's business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, including, without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such director or officer in defending (whether successfully or otherwise) any civil proceedings concerning our company or its affairs in any court whether in the Cayman Islands or elsewhere. This standard of conduct is generally the same as permitted under the Delaware General Corporation Law for a Delaware corporation.

In addition, we have entered into indemnification agreements with our directors and executive officers that provide such persons with additional indemnification beyond that provided in our currently effective memorandum and articles of association.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers or persons controlling us under the foregoing provisions, we have been informed that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Directors' Fiduciary Duties. Under Delaware corporate law, a director of a Delaware corporation has a fiduciary duty to the corporation and its shareholders. This duty has two components: the duty of care and the duty of loyalty. The duty of care requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, a director must inform himself of, and disclose to shareholders, all material information reasonably available regarding a significant transaction. The duty of loyalty requires that a director acts in a manner he reasonably believes to be in the best interests of the corporation. He must not use his corporate position for personal gain or advantage. This duty prohibits self-dealing by a director and mandates that the best interest of the corporation and its shareholders take precedence over any interest possessed by a director, officer or controlling shareholder and not shared by the shareholders generally. In general, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence of a breach of one of the fiduciary duties. Should such evidence be presented concerning a transaction by a director, the director must prove the procedural fairness of the transaction, and that the transaction was of fair value to the corporation.

As a matter of Cayman Islands law, a director of a Cayman Islands company is in the position of a fiduciary with respect to the company and therefore it is considered that he owes the following duties to the company—a duty to act bona fide in the best interests of the company, a duty not to make a profit based on his position as director (unless the company permits him to do so), a duty not to put himself in a position where the interests of the company conflict with his personal interest or his duty to a third party, and a duty to exercise powers for the purpose for which such powers were intended. A director of a Cayman Islands company owes to the company a duty to exercise the skill they actually possess and such care and diligence that a reasonably prudent person would exercise in comparable circumstances. It was previously considered that a director need not exhibit in the performance of his duties a greater degree of skill than may reasonably be expected from a person of his knowledge and experience. However, English and Commonwealth courts have moved towards an objective standard with regard to the required skill and care and these authorities are likely to be followed in the Cayman Islands.

Shareholder Action by Written Consent. Under the Delaware General Corporation Law, a corporation may eliminate the right of shareholders to act by written consent by amendment to its certificate of incorporation. Cayman Islands law and our currently effective memorandum and articles of association provide that our shareholders may approve corporate matters by way of a unanimous written resolution signed by or on behalf of each shareholder who would have been entitled to vote on such matter at a general meeting without a meeting being held.

Shareholder Proposals. Under the Delaware General Corporation Law, a shareholder has the right to put any proposal before the annual meeting of shareholders, provided it complies with the notice provisions in the governing documents. A special meeting may be called by the board of directors or any other person authorized to do so in the governing documents, but shareholders may be precluded from calling special meetings.

The Companies Act provides shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's articles of association. Our currently effective memorandum and articles of association allow any one or more of our shareholders holding shares which carry in aggregate not less than one-third of the total number votes attaching to all issued and the outstanding shares of our company entitled to vote at general meetings to requisition an extraordinary general meeting of our shareholders, in which case our board is obliged to convene an extraordinary general meeting and to put the resolutions so requisitioned to a vote at such meeting. Other than this right to requisition a shareholders' meeting, our currently effective memorandum and articles of association do not provide our shareholders with any other right to put proposals before annual general meetings or extraordinary general meetings. As an exempted Cayman Islands company, we are not obliged by law to call shareholders' annual general meetings.

Cumulative Voting. Under the Delaware General Corporation Law, cumulative voting for elections of directors is not permitted unless the corporation's certificate of incorporation specifically provides for it. Cumulative voting potentially facilitates the representation of minority shareholders on a board of directors since it permits the minority shareholder to cast all the votes to which the shareholder is entitled on a single director, which increases the shareholder's voting power with respect to electing such director. There are no prohibitions in relation to cumulative voting under the laws of the Cayman Islands but our currently effective memorandum and articles of association do not provide for cumulative voting. As a result, our shareholders are not afforded any less protections or rights on this issue than shareholders of a Delaware corporation.

Removal of Directors. Under the Delaware General Corporation Law, a director of a corporation with a classified board may be removed only for cause with the approval of a majority of the issued and outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under our currently effective memorandum and articles of association, directors may be removed with or without cause, by an ordinary resolution of our shareholders (other than the chairman of the board of directors who may be removed by a special resolution of our shareholders). A director will also cease to be a director if he (i) becomes bankrupt; (ii) dies or is found to be or becomes of unsound mind; (iii) resigns his office by notice in writing; (iv) without leave of absence from our board, is absent from meetings of our board for three consecutive meetings and our board resolves that his office be vacated; or (v) is removed from office pursuant to any other provision of our articles of association.

Transactions with Interested Shareholders. The Delaware General Corporation Law contains a business combination statute applicable to Delaware corporations whereby, unless the corporation has specifically elected not to be governed by such statute by amendment to its certificate of incorporation, it is prohibited from engaging in certain business combinations with an "interested shareholder" for three years following the date that such person becomes an interested shareholder. An interested shareholder generally is a person or a group who or which owns or owned 15% or more of the target's outstanding voting share within the past three years. This has the effect of limiting the ability of a potential acquirer to make a two-tiered bid for the target in which all shareholders would not be treated equally. The statute does not apply if, among other things, prior to the date on which such shareholder becomes an interested shareholder, the board of directors approves either the business combination or the transaction which resulted in the person becoming an interested shareholder. This encourages any potential acquirer of a Delaware corporation to negotiate the terms of any acquisition transaction with the target's board of directors.

Cayman Islands law has no comparable statute. As a result, we cannot avail ourselves of the types of protections afforded by the Delaware business combination statute. However, although Cayman Islands law does not regulate transactions between a company and its significant shareholders, it does provide that such transactions must be entered into bona fide in the best interests of the company and not with the effect of constituting a fraud on the minority shareholders.

Dissolution; Winding up. Under the Delaware General Corporation Law, unless the board of directors approves the proposal to dissolve, dissolution must be approved by shareholders holding 100% of the total voting power of the corporation. Only if the dissolution is initiated by the board of directors may it be approved by a simple majority of the corporation's outstanding shares. Delaware law allows a Delaware corporation to include in its certificate of incorporation a supermajority voting requirement in connection with dissolutions initiated by either an order of the courts of the Cayman Islands or by the board of directors.

Under Cayman Islands law, a company may be wound up by either an order of the courts of the Cayman Islands or by a special resolution of its members or, if the company is unable to pay its debts as they fall due, by an ordinary resolution of its members. The court has authority to order winding up in a number of specified circumstances including where it is, in the opinion of the court, just and equitable to do so.

Variations of Rights of Shares. Under the Delaware General Corporation Law, a corporation may vary the rights of a class of shares with the approval of a majority of the outstanding shares of such class, unless the certificate of incorporation provides otherwise. Under our currently effective memorandum and articles of association, if our share capital is divided into more than one class of shares, the rights attached to any such class may, subject to any rights or restrictions for the time being attached to any class, only be varied with the consent in writing of the holders of at least two-thirds of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, subject to any rights or restrictions for the time being attached to the shares of that class, be deemed to be varied by the creation, allotment or issue of further shares ranking pari passu with or subsequent to them or the redemption or purchase of any shares of any class by our company. The rights of the holders of shares shall not be deemed to be varied by the creation or issue of shares with preferred or other rights including, without limitation, the creation of shares with enhanced or weighted voting rights.

Amendment of Governing Documents. Under the Delaware General Corporation Law, a corporation's governing documents may be amended with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under the Companies Act and our currently effective memorandum and articles of association, our memorandum and articles of association may only be amended by a special resolution of our shareholders.

Rights of Non-resident or Foreign Shareholders. There are no limitations imposed by our currently effective memorandum and articles of association on the rights of non-resident or foreign shareholders to hold or exercise voting rights on our shares. In addition, there are no provisions in our currently effective memorandum and articles of association governing the ownership threshold above which shareholder ownership must be disclosed.

C. Material Contracts

We have not entered into any material contracts other than in the ordinary course of business and other than those described under this item or "Item 4. Information on the Company," "Item 7. Major Shareholders and Related Party Transactions" or elsewhere in this Shell Company Report on Form 20-F.

NaaS did not enter into any material contracts other than in the ordinary course of business and other than those described under this item or "Item 4. Information on the Company," "Item 7. Major Shareholders and Related Party Transactions" or elsewhere in this Shell Company Report on Form 20-F.

D. Exchange Controls

See "Item 4. Information on the Company— B. Business Overview—Regulations— Regulations Related to Foreign Exchange."

E. Taxation

Cayman Islands Taxation

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

People's Republic of China Taxation

PRC Enterprise Income Tax Law

Under the PRC Enterprise Income Tax Law, an enterprise established outside of China with "de facto management bodies" within China may be considered a PRC "resident enterprise," meaning it can be treated in a manner similar to a PRC enterprise for enterprise income tax purposes, although the dividends paid to a PRC resident enterprise from another may qualify as "tax-exempt income." The implementation rules of the PRC Enterprise Income Tax Law define a "de facto management body" as a body that has substantial and overall management and control over the manufacturing and business operations, personnel and human resources, finances and properties of an enterprise. STA Circular 82 issued by STA on April 22, 2009 specifies that certain offshore enterprises controlled by a PRC company or a PRC company group will be classified as PRC "resident enterprises" if the following requirements are satisfied: (i) the senior management and core management departments in charge of its daily operations function are mainly in China; (ii) its financial and human resources decisions are subject to determination or approval by persons or bodies in China; (iii) its major assets, accounting books, company seals, and minutes and files of its board and shareholders' meetings are located or kept in China; and (iv) at least half of the enterprise's directors with voting rights or senior management reside in China. Although STA Circular 82 only applies to offshore enterprises controlled by PRC enterprises and not those controlled by PRC individuals, the determination criteria set forth in STA Circular 82 may reflect STA's general position on how the "de facto management body" test should be applied in determining tax resident status of offshore enterprises, regardless of whether they are controlled by PRC enterprises or PRC individuals.

We believe that we are not a PRC resident enterprise and therefore we are not subject to PRC enterprise income tax reporting obligations and the dividends paid by us to holders of our ADSs or ordinary shares will not be subject to PRC withholding tax. However, if the PRC tax authorities determine that we are a PRC resident enterprise for enterprise income tax purposes, we may be required to withhold a 10% withholding tax from dividends we pay to our non-PRC enterprise shareholders and a 20% withholding tax from dividends we pay to our non-PRC individual shareholders, including the holders of our ADSs. In addition, non-PRC shareholders may be subject to PRC tax on gains realized on the sale or other disposition of ADSs or ordinary shares if such income is treated as China-sourced income. It is unclear whether our non-PRC shareholders would be able to claim the benefits of any tax treaties between their tax residence and China in the event we are treated as a PRC resident enterprise. See "Item 3 Key Information —Risk Factors—D. Risks Related to Doing Business in China—It is unclear whether we will be considered a PRC 'resident enterprise' under the PRC Enterprise Income Tax Law and, depending on the determination of our PRC 'resident enterprise' status, our global income may be subject to the 25% PRC enterprise income tax, which could materially and adversely affect our results of operations."

Enterprise Income Tax for Share Transfer by Non-PRC Resident Enterprises

On February 3, 2015, STA issued STA Public Notice 7. In December 2017, Article 13 and Paragraph 2 of Article 8 of STA Public Notice 7 were abolished Pursuant to the STA Public Notice 7, as amended, where a non-PRC resident enterprise indirectly transfers equities and other properties of a PRC resident enterprise to evade its obligation of paying enterprise income tax by implementing arrangements that are not for reasonable commercial purpose, such indirect transfer shall be re-identified and recognized as a direct transfer of equities and other properties of the PRC resident enterprise. STA Public Notice 7, as amended, provides clear criteria for assessment of reasonable commercial purposes and has introduced safe harbors for internal group restructurings and the purchase and sale of equity interests through a public securities market. STA Public Notice 7, as amended, also brings challenges to both offshore transferor and transferee (or other person who is obligated to pay for the transfer) of taxable assets. Where a non-PRC resident enterprise transfers taxable assets indirectly by disposing of the equity interests of an offshore holding company, which is an Indirect Transfer, the non-PRC resident enterprise as either transferor or transferee, or the PRC entity that directly owns the taxable assets, may report such Indirect Transfer to the relevant PRC tax authority. Using a "substance over form" principle, the PRC tax authority may disregard the existence of the offshore holding company if it lacks a reasonable commercial purpose and was established for the purpose of reducing, avoiding or deferring PRC tax. As a result, gains derived from such Indirect Transfer may be subject to enterprise income tax, and the transferee or other person who is obligated to pay for the transfer is obligated to withhold the applicable taxes, currently at a rate of 10% for the transfer of equity interests in a PRC resident enterprise. Both the transferor and the transferee may be subject to penalties under PRC tax laws if the transferee fails to withhold the taxes and the transferor fails to pay the taxes.

PRC Value-Added Tax (VAT) and Business Tax

Before August 2013 and pursuant to applicable PRC tax regulations, any entity or individual conducting business in the service industry is generally required to pay a business tax at the rate of 5% on the revenue generated from providing services. However, if the services provided are related to technology development and transfer, the business tax may be exempted subject to approval by the relevant tax authorities.

In November 2011, the Ministry of Finance ("MOF") and SAT promulgated the Pilot Plan for Imposition of Value-Added Tax to Replace Business Tax. In May and December 2013, April 2014, March 2016 and July 2017, MOF and SAT promulgated five circulars to further expand the scope of services that are to be subject to value-added tax ("VAT") instead of business tax. Pursuant to these tax rules, from August 1, 2013, VAT was imposed to replace the business tax in certain service industries, including technology services and advertising services, and from May 1, 2016, VAT replaced business tax in all industries, on a nationwide basis. On November 19, 2017, the State Council further amended the Interim Regulation of PRC on Value Added Tax to reflect the normalization of the pilot program. The VAT rates generally applicable are simplified as 17%, 11%, 6% and 0%, and the VAT rate applicable to the small-scale taxpayers is 3%. Unlike business tax, a taxpayer is allowed to offset the qualified input VAT paid on taxable purchases against the output VAT chargeable on the revenue from services provided.

On April 4, 2018, MOF and SAT issued the Notice on Adjustment of VAT Rates, which came into effect on May 1, 2018. According to the notice, starting from May 1, 2018, the taxable goods previously subject to VAT rates of 17% and 11%, respectively, become subject to lower VAT rates of 16% and 10%, respectively.

On March 20, 2019, MOF, SAT and the General Administration of Customs (the "GACC") issued the Announcement on Policies for Deepening the VAT Reform, which came into effect in April 2019, to further reduce VAT rates. According to the announcement, (1) for general VAT payers' sales activities or imports previously subject to VAT at an existing applicable rate of 16% or 10%, the applicable VAT rate is adjusted to 13% or 9% respectively; (2) for agricultural products purchased by taxpayers to which an existing 10% deduction rate is applicable, the deduction rate is adjusted to 9%; (3) for agricultural products purchased by taxpayers for production or commissioned processing, which are subject to VAT at 13%, the input VAT will be calculated at a 10% deduction rate; (4) for the exportation of goods or labor services that are subject to VAT at 16%, with the applicable export refund at the same rate, the export refund rate is adjusted to 13%; and (5) for the exportation of goods or cross-border taxable activities that are subject to VAT at 10%, with the export refund at the same rate, the export refund rate is adjusted to 9%.

United States Federal Income Tax Considerations

The following discussion is a summary of U.S. federal income tax considerations generally applicable to the ownership and disposition of our ADSs or Class A ordinary shares by a U.S. Holder (as defined below) that holds our ADSs or Class A ordinary shares as "capital assets" (generally, property held for investment) under the Code. This discussion is based upon existing U.S. federal tax law, which is subject to differing interpretations or change, possibly with retroactive effect. There can be no assurance that the IRS or a court will not take a contrary position. This discussion, moreover, does not address the U.S. federal estate, gift, alternative minimum tax, and other non-income tax considerations, the Medicare tax on certain net investment income, or any state, local or non-U.S. tax considerations, relating to the ownership or disposition of our ADSs or Class A ordinary shares. The following summary does not address all aspects of U.S. federal income taxation that may be important to particular investors in light of their individual circumstances or to persons in special tax situations such as:

- banks and other financial institutions;

- insurance companies;
- pension plans;
- cooperatives;
- regulated investment companies;
- real estate investment trusts;
- broker-dealers;
- traders that elect to use a mark-to-market method of accounting;
- certain former U.S. citizens or long-term residents;
- tax-exempt entities (including private foundations);
- holders who acquire their ADSs or Class A ordinary shares pursuant to any employee share option or otherwise as compensation; investors that will hold their ADSs or Class A ordinary shares as part of a straddle, hedge, conversion, constructive sale or other integrated transaction for U.S. federal income tax purposes;
- investors that have a functional currency other than the U.S. dollar;
- persons that actually or constructively own ADSs or ordinary shares representing 10% or more of our stock (by vote or value); or
- partnerships or other entities taxable as partnerships for U.S. federal income tax purposes, or persons holding ADSs or Class A ordinary shares through such entities.

all of whom may be subject to tax rules that differ significantly from those discussed below.

Each U.S. Holder is urged to consult its tax advisor regarding the application of U.S. federal taxation to its particular circumstances, and the state, local, non-U.S. and other tax considerations of the ownership and disposition of our ADSs or Class A ordinary shares.

General

For purposes of this discussion, a "U.S. Holder" is a beneficial owner of our ADSs or Class A ordinary shares that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created in, or organized under the law of the United States or any state thereof or the District of Columbia;
- an estate the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust (A) the administration of which is subject to the primary supervision of a U.S. court and which has one or more U.S. persons who have the authority to control all substantial decisions of the trust or (B) that has otherwise validly elected to be treated as a U.S. person under the Code.

If a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) is a beneficial owner of our ADSs or Class A ordinary shares, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. Partnerships holding our ADSs or Class A ordinary shares and their partners are urged to consult their tax advisors regarding an investment in our ADSs or Class A ordinary shares.

For U.S. federal income tax purposes, it is generally expected that a U.S. Holder of ADSs will be treated as the beneficial owner of the underlying shares represented by the ADSs. The remainder of this discussion assumes that a U.S. Holder of our ADSs will be treated in this manner. Accordingly, deposits or withdrawals of Class A ordinary shares for ADSs will generally not be subject to U.S. federal income tax.

Dividends

Subject to the discussion below entitled "Passive Foreign Investment Company Rules," any cash distributions (including the amount of any PRC tax withheld) paid on our ADSs or Class A ordinary shares out of our current or accumulated earnings and profits, as determined under U.S. federal income tax principles, will generally be includible in the gross income of a U.S. Holder as dividend income on the day actually or constructively received by the U.S. Holder, in the case of Class A ordinary shares, or by the depositary, in the case of ADSs. Because we do not intend to determine our earnings and profits on the basis of U.S. federal income tax principles, any distribution we pay will generally be treated as a "dividend" for U.S. federal income tax purposes. Dividends received on our ADSs or Class A ordinary shares will not be eligible for the dividends received deduction generally allowed to corporations. A non-corporate U.S. Holder will be subject to tax at the lower capital gain tax rate applicable to "qualified dividend income," provided that certain conditions are satisfied, including that (1) our ADSs or Class A ordinary shares on which the dividends are paid are readily tradeable on an established securities market in the United States, or, in the event that we are deemed to be a PRC resident enterprise under the PRC tax law, we are eligible for the benefits of the United States-PRC income tax treaty (the "Treaty"), (2) we are neither a PFIC nor treated as such with respect to such a U.S. Holder for the taxable year in which the dividend was paid and the preceding taxable year, and (3) certain holding period requirements are met. Our ADSs (but not our Class A ordinary shares), which are listed on the Nasdaq Global Market, are considered readily tradeable on an established securities market in the United States. There can be no assurance, however, that our ADSs will be considered readily tradeable on an established securities market in later years.

In the event that we are deemed to be a PRC resident enterprise under the PRC Enterprise Income Tax Law (see "—PRC Taxation"), we may be eligible for the benefits of the Treaty. If we are eligible for such benefits, dividends we pay on our Class A ordinary shares, regardless of whether such shares are represented by the ADSs, would be eligible for the reduced rates of taxation described in the preceding paragraph.

Dividends paid on our ADSs or Class A ordinary shares, if any, will generally be treated as income from foreign sources and will generally constitute passive category income for U.S. foreign tax credit purposes. Depending on the U.S. Holder's individual facts and circumstances, a U.S. Holder may be eligible, subject to a number of complex limitations, to claim a foreign tax credit in respect of any nonrefundable foreign withholding taxes imposed on dividends received on our ADSs or Class A ordinary shares. A U.S. Holder who does not elect to claim a foreign tax credit for foreign taxes withheld may instead claim a deduction, for U.S. federal income tax purposes, in respect of such withholding, but only for a year in which such holder elects to do so for all creditable foreign income taxes. The rules governing the foreign tax credit are complex and their outcome depends in large part on the U.S. Holder's individual facts and circumstances. Accordingly, U.S. Holders are urged to consult their tax advisors regarding the availability of the foreign tax credit under their particular circumstances.

Sale or Other Disposition

Subject to the discussion below entitled "Passive Foreign Investment Company Rules," a U.S. Holder will generally recognize capital gain or loss upon the sale or other disposition of ADSs or Class A ordinary shares in an amount equal to the difference between the amount realized upon the disposition and the holder's adjusted tax basis in such ADSs or Class A ordinary shares. Any capital gain or loss will be long-term if the ADSs or Class A ordinary shares have been held for more than one year and will generally be U.S.-source gain or loss for U.S. foreign tax credit purposes. Long-term capital gain of non-corporate U.S. Holders will generally be eligible for a reduced rate of taxation. In the event that gain from the disposition of the ADSs or Class A ordinary shares is subject to tax in China, a U.S. Holder may elect to treat such gain as PRC-source gain under the Treaty. Pursuant to recently issued Treasury Regulations, however, if a U.S. Holder is not eligible for the benefits of the Treaty or does not elect to apply the Treaty, then such holder may not be able to claim a foreign tax credit arising from any PRC tax imposed on the disposition of the ADSs or Class A ordinary shares. The deductibility of a capital loss may be subject to limitations. U.S. Holders are urged to consult their tax advisors regarding the tax consequences if a foreign tax is imposed on a disposition of our ADSs or Class A ordinary shares, including the availability of the foreign tax credit or deduction under their particular circumstances, their eligibility for benefits under the Treaty and the potential impact of the recently issued Treasury Regulations.

Passive Foreign Investment Company Rules

A non-U.S. corporation, such as our company, will be classified as a PFIC for U.S. federal income tax purposes for any taxable year, if either (i) 75% or more of its gross income for such year consists of certain types of "passive" income (the "income test") or (ii) 50% or more of the value of its assets (generally determined on the basis of a quarterly average) during such year is attributable to assets that produce or are held for the production of passive income (the "asset test"). For this purpose, cash and assets readily convertible into cash are categorized as passive assets and the company's goodwill and other unbooked intangibles are taken into account. Passive income generally includes, among other things, dividends, interest, rents, royalties, and gains from the disposition of passive assets. We will be treated as owning a proportionate share of the assets and earning a proportionate share of the income of any other corporation in which we own, directly or indirectly, at least 25% (by value) of the stock.

Based upon our current and projected income and assets, we do not expect to be a PFIC for the current taxable year or the foreseeable future. While we do not expect to be or become a PFIC, no assurance can be given in this regard because the determination of whether we will be or become a PFIC for any taxable year is a fact intensive determination made annually that depends, in part, upon the composition of our income and assets. Fluctuations in the market prices of our ADSs and Class A ordinary shares may cause us to be or become classified as a PFIC for the current or future taxable years because the value of our assets for purposes of the asset test, including the value of our goodwill and unbooked intangibles, may be determined by reference to the market prices of our ADSs and Class A ordinary shares from time to time (which may be volatile). If our market capitalization subsequently declines, we may be or become classified as a PFIC for the current taxable year or future taxable years. Furthermore, the composition of our income and assets may also be affected by how, and how quickly, we use our liquid assets. Under circumstances where revenues from activities that produce passive income significantly increase relative to our revenues from activities that produce non-passive income, our risk of being or becoming classified as a PFIC may substantially increase. Because PFIC status is a factual determination made annually after the close of each taxable year, there can be no assurance that we will not be a PFIC for the current taxable year or any future taxable year.

If we are classified as a PFIC for any taxable year during which a U.S. Holder holds our ADSs or Class A ordinary shares, and unless the U.S. Holder makes a mark-to-market election (as described below), the U.S. Holder will generally be subject to special tax rules on (i) any excess distribution that we make to the U.S. Holder (which generally means any distribution paid during a taxable year to a U.S. Holder that is greater than 125 percent of the average annual distributions paid in the three preceding taxable years or, if shorter, the U.S. Holder's holding period for the ADSs or Class A ordinary shares), and (ii) any gain realized on the sale or other disposition of ADSs or Class A ordinary shares. Under the PFIC rules:

- the excess distribution or gain will be allocated ratably over the U.S. Holder's holding period for the ADSs or Class A ordinary shares;
- the amount allocated to the current taxable year and any taxable years in the U.S. Holder's holding period prior to the first taxable year in which we are classified as a PFIC (each, a "pre-PFIC year") will be taxable as ordinary income;
- the amount allocated to each prior taxable year, other than a pre-PFIC year, will be subject to tax at the highest tax rate in effect for individuals or corporations, as appropriate, for that year; and
- an additional tax equal to the interest charge generally applicable to underpayments of tax will be imposed on the tax attributable to each prior taxable year, other than a pre-PFIC year.

As an alternative to the foregoing rules, a U.S. Holder of "marketable stock" in a PFIC may make a mark-to-market election with respect to such stock, provided that such stock is regularly traded on a qualified exchange or other market, as defined in applicable Treasury Regulations. Our ADSs are listed on the Nasdaq Global Market, which is a qualified exchange for these purposes. We anticipate that our ADSs should qualify as being regularly traded, but no assurances may be given in this regard. If a U.S. Holder makes this election, the holder will generally (i) include as ordinary income for each taxable year that we are a PFIC the excess, if any, of the fair market value of ADSs held at the end of the taxable year over the adjusted tax basis of such ADSs and (ii) deduct as an ordinary loss the excess, if any, of the adjusted tax basis of the ADSs over the fair market value of such ADSs held at the end of the taxable year, but such deduction will only be allowed to the extent of the amount previously included in income as a result of the mark-to-market election. The U.S. Holder's adjusted tax basis in the ADSs would be adjusted to reflect any income or loss resulting from the mark-to-market election. If a U.S. Holder makes a mark-to-market election in respect of a corporation classified as a PFIC and such corporation ceases to be classified as a PFIC, the holder will not be required to take into account the gain or loss described above during any period that such corporation is not classified as a PFIC. If a U.S. Holder makes a mark-to-market election, any gain such U.S. Holder recognizes upon the sale or other disposition of our ADSs or Class A ordinary shares in a year when we are a PFIC will be treated as ordinary income and any loss will be treated as ordinary loss, but such loss will only be treated as ordinary loss to the extent of the net amount previously included in income as a result of the mark-to-market election.

We do not intend to provide information necessary for U.S. Holders to make qualified electing fund elections which, if available, would result in tax treatment different from (and generally less adverse than) the general tax treatment for PFICs described above.

If a U.S. Holder owns our ADSs or Class A ordinary shares during any taxable year that we are a PFIC, the holder must generally file an annual IRS Form 8621. You should consult your tax advisors regarding the U.S. federal income tax consequences of owning and disposing of our ADSs or Class A ordinary shares if we are or become a PFIC.

F. Dividends and Paying Agents

We do not contemplate paying any dividends in the immediate future, as it anticipates investing all available funds to finance the growth of our business. The board of directors will determine if, and when, to declare and pay dividends in the future from funds properly applicable to the payment of dividends based on our financial position at the relevant time. All ordinary shares will be entitled to an equal share in any dividends declared and paid on a per share basis. We have not currently identified a paying agent.

G. Statements by Experts

The combined financial statements of NaaS appearing in this Shell Company Report on Form 20-F have been audited by Centurion ZD CPA & Co., independent registered public accounting firm, as set forth in their report thereon appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing. The offices of Centurion ZD CPA & Co. are located at Unit 1304, 13/F, Two Harbourfront, 22 Tak Fung Street, Hunghom, Hong Kong.

H. Documents on Display

We are subject to the periodic reporting and other informational requirements of the Exchange Act as applicable to foreign private issuers. Under the Exchange Act, we are required to file reports and other information with the SEC. Specifically, we are required to file annually a Form 20-F within four months after the end of each fiscal year. All information filed with the SEC can be obtained over the internet at the SEC's website at www.sec.gov. As a foreign private issuer, we are exempt from the rules of the Exchange Act prescribing the furnishing and content of quarterly reports and proxy statements, and our executive officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.

We will furnish JPMorgan Chase Bank, N.A., the depositary of our ADSs, with our annual reports, which will include a review of operations and annual audited consolidated financial statements prepared in conformity with U.S. GAAP, and all notices of shareholders' meetings (if any) and other reports and communications that are made generally available to our shareholders. The depositary will make such notices, reports and communications available to holders of ADSs and, upon our request, will mail to all record holders of ADSs the information contained in any notice of a shareholders' meeting received by the depositary from us.

I. Subsidiary Information

Not applicable.

Item 11. Quantitative and Qualitative Disclosures about Market Risk

Foreign Exchange Risk

Foreign currency risk arises from future commercial transactions and recognized assets and liabilities. We operate mainly in China and most of our transactions are settled in Renminbi. Therefore, we have limited exposure to foreign exchange risk.

The change in value of the Renminbi against the U.S. Dollar and other currencies is affected by various factors such as changes in political and economic conditions in China. On July 21, 2005, the PRC government changed its decade-old policy of pegging the value of the Renminbi to the U.S. Dollar, and the Renminbi appreciated more than 20% against the U.S. Dollar over the following three years. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the Renminbi and the U.S. Dollar remained within a narrow band. Since June 2010, the Renminbi has fluctuated against the U.S. Dollar, at times significantly and unpredictably. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the Renminbi and the U.S. Dollar in the future.

To the extent that we need to convert U.S. Dollars into Renminbi for our operations, appreciation of Renminbi against the U.S. Dollar would reduce the Renminbi amount we receive from the conversion. Conversely, if we decide to convert Renminbi into U.S. Dollars for the purpose of making payments for dividends on our ordinary shares or ADSs, servicing our outstanding debt, or for other business purposes, appreciation of the U.S. Dollar against the Renminbi would reduce the U.S. Dollar amounts available to us.

Credit Risk

We are exposed to credit risk from our financial assets, including deposits with banks and financial institutions, foreign exchange transactions and other financial instruments. Our objective is to seek continual revenue growth while minimizing losses incurred due to increased credit risk exposure. Financial instruments that potentially subject us to significant concentrations of credit risk consist primarily of cash and cash equivalents, trade receivables and other receivables.

Our cash and cash equivalents are mainly deposited with state-owned financial institutions in China, which we believe are of high credit quality and continually monitoring the credit worthiness of these financial institutions.

Interest Rate Risk

Our exposure to interest rate risk relates to the interest income generated by excess cash, which is mostly held in interest-bearing bank deposits. We are also subject to interest rate risk relating to our interest expense from lease liabilities. We have not used any derivative financial instruments to manage our interest risk exposure. We closely monitor the effects of changes in the interest rates on our interest rate risk exposures, but we currently do not take any measures to hedge interest rate risks.

Item 12. Description of Securities Other Than Equity Securities

Not applicable.

PART II

Item 13. Defaults, Dividend Arrearages and Delinquencies

Not applicable.

Item 14. Material Modifications to the Rights of Security Holders and Use of Proceeds

Not applicable.

Item 15. Controls and Procedures

Not applicable.

Item 16. A. Audit Committee Financial Experts

Not applicable.

Item 16.B. Code of Ethics

Not applicable.

Item 16.C. Principal Accountant Fees and Services

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

Item 16.G. Corporate Governance

Not applicable.

Item 16H. Mine Safety Disclosure

Not applicable.

ITEM 16.I. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 17. Financial Statements

In lieu of responding to this item, we have responded to Item 18 of this Shell Company Report on Form 20-F.

Item 18. Financial Statements

The (i) audited consolidated financial statements of RISE Education Cayman Ltd, as of and for the years ended December 31, 2019, 2020, and 2021, and the audited combined financial statements of NaaS as of and for the years ended December 31, 2020, and 2021 each as required under Item 18, are attached hereto starting on page F-1 and page F-46, respectively, of this Shell Company Report on Form 20-F, and (iii) the pro forma condensed combined statement as of and for the year ended December 31, 2021 as required under Item 18 is attached hereto starting on page P-1 of this Shell Company Report on Form 20-F. The audited consolidated financial statements of RISE Education Cayman Ltd as of and for the years ended December 31, 2019, 2020, and 2021 have been prepared in accordance with U.S. GAAP. The audited combined financial statements of NaaS as of and for the years ended December 31, 2020, and 2021 have been prepared in accordance with IFRS.

Item 19. Exhibits

Exhibit Number	Description of Document
1.1*	Amended and Restated Memorandum and Articles of Association of the Registrant
2.1	Form of Registrant's Specimen American Depositary Receipt (included in Exhibit 2.4)
2.2*	Registrant's Specimen Certificate for Class A ordinary shares
2.3	Form of Deposit Agreement by the Registrant, the depositary and owners and holders of the ADSs (incorporated by reference to Exhibit 4.3 from our registration statement on Amendment No. 2 to Form F-1 (File No. 333-220587) filed publicly with the SEC on October 18, 2017)
2.4	Amendment No.1 to Deposit Agreement dated October 19, 2017 by the Registrant, the depositary and owners and holders of the ADS (incorporated by reference to Exhibit (a)(2) to the post-effective amendment to Form F-6 filed publicly with the SEC on May 31, 2022)
4.1	English translation of Purchase Agreement, dated December 1, 2021, among RISE Education Cayman Ltd, Wuhan Xinsili Culture Development Co., Ltd., RISE Education International Limited, Rise (Tianjin) Education Information Consulting Co., Ltd., Beijing Step Ahead Education Technology Development Co., Ltd. and Rise IP (Cayman) Limited (incorporated by reference to Exhibit 99.2 from our report of foreign private issuer on Form 6-K (File No. 001-38235) filed publicly with the SEC on December 1, 2021)
4.2	Share Purchase Agreement, dated December 1, 2021, among RISE Education Cayman Ltd, Rise Education Cayman I Ltd and Bain Capital Rise Education IV Cayman Limited (incorporated by reference to Exhibit 99.3 from our report of foreign private issuer on Form 6-K (File No. 001-38235) filed publicly with the SEC on December 1, 2021)
4.3	Agreement and Plan of Merger, dated February 8, 2022, by and among the Registrant, Dada Merger Sub Limited, Dada Merger Sub II Limited and Dada Auto Inc. (incorporated by reference to Annex A to the proxy statement furnished as Exhibit 99.2 to Current Report on Form 6-K filed publicly with the SEC on April 4, 2022)
4.4	Support Agreement, dated February 8, 2022, by and among the Registrant, Dada Auto Inc. and Bain Capital Rise Education IV Cayman Limited (incorporated by reference to Annex D to the proxy statement furnished as Exhibit 99.2 to Current Report on Form 6-K filed publicly with the SEC on April 4, 2022)
4.5*	Amendment to the Support Agreement dated June 10, 2022, by and among the Registrant, Dada Auto Inc. and Bain Capital Rise Education IV Cayman Limited
4.6	Newlink Voting Agreement, dated February 8, 2022, by and among the Registrant, Dada Auto Inc. and Newlinks Technology Limited (incorporated by reference to Annex E to the proxy statement furnished as Exhibit 99.2 to Current Report on Form 6-K filed publicly with the SEC on April 4, 2022)
4.7	Newlink Shareholder Voting Agreement, dated February 8, 2022, by and among the Registrant, Dada Auto Inc. and BCPE Nutcracker Cayman, L.P. (incorporated by reference to Annex F to the proxy statement furnished as Exhibit 99.2 to Current Report on Form 6-K filed publicly with the SEC on April 4, 2022)

Exhibit Number	Description of Document
4.8*	Registration Rights Agreement, dated June 10, 2022, by and between the Registrant and Bain Capital RISE Education IV Cayman Limited
4.9*	2022 Share Incentive Plan
4.10*	Form of Indemnification Agreement
4.11*	Form of Employment Agreement
4.12*†	English Translation of Investment Agreement, dated December 31, 2021, by and between Dada Auto Inc. and Newlinks Technology Limited
4.13*†	English Translation of Assets Transfer Agreement on Kuaidian Platforms, dated February 1, 2022, by and between Kuaidian Power (Beijing) New Energy Technology Co., Ltd. and Zhejiang Anji Jiayu Big Data Technology Service Co., Ltd.
4.14*†	Series A Share Purchase Agreement, dated January 14, 2022, by and among the Registrant, Dada Auto Inc., Fleetin HK Limited, Zhejiang Anji Intelligent Electronics Holding Co., Ltd., certain major PRC subsidiaries thereto, Kuaidian Power (Beijing) New Energy Technology Co., Ltd., Newlinks Technology Limited, DAI Zhen and certain investors thereto
4.15*†	Series A Share Purchase Agreement, dated January 26, 2022, by and among the Registrant, Dada Auto Inc., Fleetin HK Limited, Zhejiang Anji Intelligent Electronics Holding Co., Ltd., certain major PRC subsidiaries thereto, Kuaidian Power (Beijing) New Energy Technology Co., Ltd., Newlinks Technology Limited, DAI Zhen and BCPE Nutcracker Cayman, L.P.
4.16*†	Amended and Restated Shareholder's Agreement, dated March 18, 2022, by and among the Registrant, Dada Auto Inc., Fleetin HK Limited, Zhejiang Anji Intelligent Electronics Holding Co., Ltd., Kuaidian Power (Beijing) New Energy Technology Co., Ltd., certain major PRC subsidiaries thereto, Newlinks Technology Limited, DAI Zhen and certain investors thereto
4.17*†	English Translation of Business Cooperation Agreement, dated March 31, 2022, by and between Zhejiang Anji Zhidian Holding Co., Ltd. and Zhejiang Anji Jiayu Big Data Technology Service Co., Ltd.
8.1*	List of Principal Subsidiaries of the Registrant
11.1	Code of Business Conduct and Ethics of the Registrant (incorporated by reference to Exhibit 99.1 from our registration statement on Form F-1 (File No. 333-220587) filed publicly with the SEC on September 22, 2017)
15.1*	Consent of BDO China Shu Lun Pan Certified Public Accountants LLP
15.2*	Consent of Centurion ZD CPA & Co., Independent Registered Public Accounting Firm
15.3*	Consent of Harney Westwood & Riegels
15.4*	Consent of Jingtian & Gongcheng
16.1*	Letter from Ernst & Young Hua Ming LLP, Independent Registered Public Accounting Firm (incorporated by reference to Exhibit 15.2 to our Annual Report on Form 20-F (File No. 001-38235) filed with the SEC on May 13, 2022)
101.INS*	Inline XBRL Instance Document — the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104*	Cover Page Interactive Data File — the cover page XBRL tags are embedded within the Exhibit 101 Inline XBRL document set

* Filed herewith.
† Portions of this exhibit have been omitted.

SIGNATURE

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this shell company report on its behalf.

NaaS Technology Inc.

By: /s/ DAI Zhen
Name: DAI Zhen
Title: Chairman of Board of Directors

Date: June 16, 2022

RISE EDUCATION CAYMAN LTD

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

DADA AUTO INC.
INDEX TO COMBINED FINANCIAL STATEMENTS

Report of Independent Registered Public Accounting Firm

Shareholders and the Board of Directors
RISE Education Cayman Ltd
Grand Cayman, Cayman Islands

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheet of RISE Education Cayman Ltd and its subsidiaries ("the Company") as of December 31, 2021, and the related consolidated statement of income/(loss), comprehensive income/(loss), changes in shareholders' equity, and cash flows for the year ended December 31, 2021, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2021, and the results of its operations and its cash flows for the year ended December 31, 2021, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

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

/s/BDO China Shu Lun Pan Certified Public Accountants LLP

We have served as the Company's auditor since 2022.

Beijing, China
May 13, 2022

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of RISE Education Cayman Ltd

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of RISE Education Cayman Ltd (the "Company") as of December 31, 2020, the related consolidated statements of income/(loss), comprehensive income/ (loss), changes in shareholders' equity, and cash flows for each of the two years in the period ended December 31, 2020, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2020, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2020, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

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

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

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

/s/ Ernst & Young Hua Ming LLP
We served as the Company's auditor from 2017 to 2021.
Beijing, the People's Republic of China
April 19, 2021 except for Notes 3 and 14, as to which the date is May 13, 2022

RISE EDUCATION CAYMAN LTD

CONSOLIDATED BALANCE SHEETS

(Amounts in thousands of Renminbi ("RMB") and U.S. dollars ("US$"), except share and ADS data and per share and per ADS data)

	As at December 31,		
	2020	2021	2021
	RMB	RMB	US$
ASSETS			
Current assets:			
Cash and cash equivalents	5,134	16,027	2,515
Restricted cash	5,244	—	—
Amounts due from related parties	181	177	28
Prepayments and other current assets	4,509	14,451	2,268
Current assets of discontinued operations (including current assets of the variable interest entity ("VIE") without recourse to the Company amounting to RMB420,254 and RMB nil as of December 31, 2020 and 2021, respectively)	729,500	—	—
Total current assets	**744,568**	**30,655**	**4,811**
Non-current assets:			
Non-current assets of discontinued operations (including non-current assets of the VIE without recourse to the Company amounting to RMB1,134,372 and RMB nil as of December 31, 2020 and 2021, respectively)	1,681,837	—	—
Total non-current assets	**1,681,837**	**—**	**—**
Total assets	**2,426,405**	**30,655**	**4,811**
LIABILITIES AND SHAREHOLDERS' EQUITY			
Current liabilities:			
Current portion of long-term loan	226,744	—	—
Accrued expenses and other current liabilities	1,469	8,625	1,353
Current liabilities of discontinued operations (including current liabilities of the variable interest entity ("VIE") without recourse to the Company amounting to RMB882,038 and RMB nil as of December 31, 2020 and 2021, respectively)	940,142	—	—
Total current liabilities	**1,168,355**	**8,625**	**1,353**
Non-current liabilities:			
Long-term loan	191,397	—	—
Other non-current liabilities	—	2,838	445
Convertible loan from related parties	—	108,334	17,000
Non-current liabilities of discontinued operations (including non-current liabilities of the VIE without recourse to the Company amounting to RMB499,092 and RMB nil as of December 31, 2020 and 2021, respectively)	565,147	—	—
Total non-current liabilities	**756,544**	**111,172**	**17,445**
Total liabilities	**1,924,899**	**119,797**	**18,798**
Commitments and contingencies			
Shareholders' equity:			
Ordinary shares (US$0.01 par value; 200,000,000 and 200,000,000 shares authorized, 112,951,232 and 113,030,392 shares issued and outstanding as of December 31, 2020 and 2021, respectively)	6,959	6,964	1,093
Additional paid-in capital	603,173	274,036	43,002
Statutory reserves	105,357	—	—
Accumulated deficit	(260,019)	(403,149)	(63,263)
Accumulated other comprehensive income	39,642	33,007	5,181
Total RISE Education Cayman Ltd shareholders' equity (deficit)	**495,112**	**(89,142)**	**(13,987)**
Non-controlling interests	6,394	—	—
Total equity (deficit)	**501,506**	**(89,142)**	**(13,987)**
Total liabilities, non-controlling interests and shareholders' equity	**2,426,405**	**30,655**	**4,811**

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

RISE EDUCATION CAYMAN LTD

CONSOLIDATED STATEMENTS OF INCOME/(LOSS)

(Amounts in thousands of Renminbi ("RMB") and U.S. dollars ("US$"), except share and ADS data and per share and per ADS data)

	For the years ended December 31,			
	2019	2020	2021	2021
	RMB	RMB	RMB	US$
Operating expenses:				
General and administrative	(15,275)	(17,606)	(30,003)	(4,708)
Total operating expenses	**(15,275)**	**(17,606)**	**(30,003)**	**(4,708)**
Operating loss	**(15,275)**	**(17,606)**	**(30,003)**	**(4,708)**
Interest income	80	13	2	—
Gain on troubled debt restructuring	—	—	279,097	43,796
Net income/(loss)from continuing operations before income tax expense	**(15,195)**	**(17,593)**	**249,096**	**39,088**
Net income/(loss) from continuing operations	**(15,195)**	**(17,593)**	**249,096**	**39,088**
Net income/(loss) from discontinued operations, net of tax	**159,755**	**(123,851)**	**(507,280)**	**(79,603)**
Net income/(loss)	**144,560**	**(141,444)**	**(258,184)**	**(40,515)**
Net income /(loss) from continuing operations attributable to non-controlling interests	—	—	—	—
Loss from discontinued operations attributable to non-controlling interests	(3,540)	(9,011)	(9,697)	(1,522)
Less: Net loss attributable to non-controlling interests	(3,540)	(9,011)	(9,697)	(1,522)
Net income/(loss) attributable to RISE Education Cayman Ltd	**148,100**	**(132,433)**	**(248,487)**	**(38,993)**
Net income/(loss) from continuing operations attributable to RISE Education Cayman Ltd	(15,195)	(17,593)	249,096	39,088
Net income/(loss) from discontinued operations attributable to RISE Education Cayman Ltd, net of tax	163,295	(114,840)	(497,583)	(78,081)
Net income/(loss) attributable to RISE Education Cayman Ltd	**148,100**	**(132,433)**	**(248,487)**	**(38,993)**
Net income/(loss) per share - Basic:				
Continuing operations	(0.13)	(0.15)	2.21	0.35
Discontinued operations	1.44	(1.02)	(4.41)	(0.69)
Total net income/(loss) per share - Basic	1.31	(1.17)	(2.20)	(0.34)
Net income/(loss) per share - Diluted:				
Continuing operations	(0.13)	(0.15)	2.21	0.35
Discontinued operations	1.42	(1.02)	(4.41)	(0.69)
Total net income/(loss) per share - Diluted	1.29	(1.17)	(2.20)	(0.34)
Net income/(loss) per ADS*- Basic:				
Continuing operations	(0.26)	(0.31)	4.42	0.70
Discontinued operations	2.88	(2.04)	(8.82)	(1.38)
Total net income/(loss) per ADS - Basic	2.62	(2.35)	(4.40)	(0.68)
Net income/(loss) per ADS* - Diluted:				
Continuing operations	(0.25)	(0.31)	4.42	0.70
Discontinued operations	2.84	(2.04)	(8.82)	(1.38)
Total net income/(loss) per ADS - Diluted	2.59	(2.35)	(4.40)	(0.68)
Shares used in net income/(loss) per share computation				
Basic	113,187,721	112,813,031	112,868,532	112,868,532
Diluted	114,464,108	112,813,031	112,868,532	112,868,532

*1 ADS represents 2 ordinary shares

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

RISE EDUCATION CAYMAN LTD

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME/(LOSS)

(Amounts in thousands of Renminbi ("RMB") and U.S. dollars ("US$"), except share and ADS data and per share and per ADS data)

	For the years ended December 31,			
	2019	2020	2021	2021
	RMB	RMB	RMB	US$
Net income/(loss)	**144,560**	**(141,444)**	**(258,184)**	**(40,515)**
Other comprehensive income/(loss), net of tax of nil:				
Foreign currency translation adjustments	**(1,542)**	**(1,275)**	**(6,635)**	**(1,041)**
Other comprehensive income/(loss)	(1,542)	(1,275)	**(6,635)**	**(1,041)**
Comprehensive income/(loss)	**143,018**	**(142,719)**	**(264,819)**	**(41,556)**
Less: comprehensive income (loss) attributable to non-controlling interests	(3,540)	(9,011)	(9,697)	(1,522)
Comprehensive income/(loss) attributable to RISE Education Cayman Ltd	**146,558**	**(133,708)**	**(255,122)**	**(40,034)**

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

RISE EDUCATION CAYMAN LTD

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY

(Amounts in thousands of Renminbi ("RMB") and U.S. dollars ("US$"), except share and ADS data and per share and per ADS data)

	Ordinary shares (Number)	Ordinary Shares (Amount)	Additional paid-in capital	Treasury shares	Statutory reserves	Accumulated deficit	Accumulative other comprehensive income/(loss)	Total RISE Education Cayman Ltd shareholder's equity	Non-controlling interests	Total shareholders' equity
Balance at January 1, 2019	**113,779,244**	**7,074**	**600,011**	**(23,460)**	**78,345**	**(248,674)**	**42,459**	**455,755**	**(14,921)**	**440,834**
Net income	—	—	—	—	—	148,100	—	148,100	(3,540)	144,560
Acquisition of subsidiary	—	—	—	—	—	—	—	—	33,866	33,866
Share-based compensation	—	—	47,889	—	—	—	—	47,889	—	47,889
Issuances in relation to share option exercise	468,384	32	4,615	—	—	—	—	4,647	—	4,647
Other comprehensive income	—	—	—	—	—	—	(1,542)	(1,542)	—	(1,542)
Repurchase of ordinary shares*	(1,492,308)	—	—	(45,953)	—	—	—	(45,953)	—	(45,953)
Retirement of treasury shares*	—	(160)	(69,253)	69,413	—	—	—	—	—	—
Appropriation of statutory reserves	—	—	—	—	26,485	(26,485)	—	—	—	—
Balance at December 31, 2019	**112,755,320**	**6,946**	**583,262**	**—**	**104,830**	**(127,059)**	**40,917**	**608,896**	**15,405**	**624,301**
Net loss	—	—	—	—	—	(132,433)	—	(132,433)	(9,011)	(141,444)
Share-based compensation	—	—	17,999	—	—	—	—	17,999	—	17,999
Issuances in relation to share option exercise	195,912	13	1,912	—	—	—	—	1,925	—	1,925
Other comprehensive income	—	—	—	—	—	—	(1,275)	(1,275)	—	(1,275)
Appropriation of statutory reserves	—	—	—	—	527	(527)	—	—	—	—
Balance at December 31, 2020	**112,951,232**	**6,959**	**603,173**	**—**	**105,357**	**(260,019)**	**39,642**	**495,112**	**6,394**	**501,506**

* In November 2018, the Board of Directors approved share repurchase program to purchase up to US$30,000 of the Company's ordinary shares. As of December 31, 2019, pursuant to the share repurchase program, the Company repurchased 1,158,741 outstanding ADS representing 2,317,482 outstanding ordinary shares for an aggregated purchase price of RMB69,413. All shares repurchased were retired as of December 31, 2019 (Note 2).

RISE EDUCATION CAYMAN LTD

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY (Continued)

(Amounts in thousands of Renminbi ("RMB") and U.S. dollars ("US$"), except share and ADS data and per share and per ADS data)

	Ordinary shares (Number)	Ordinary Shares (Amount)	Additional paid-in capital	Treasury shares	Statutory reserves	Accumulated deficit	Accumulative other comprehensive income/(loss)	Total RISE Education Cayman Ltd shareholder's equity	Non-controlling interests	Total shareholders' equity
Balance at December 31, 2020	**112,951,232**	**6,959**	**603,173**	**—**	**105,357**	**(260,019)**	**39,642**	**495,112**	**6,394**	**501,506**
Net loss	—	—	—	—	—	(248,487)	—	(248,487)	(9,697)	(258,184)
Share-based compensation	—	—	9,537	—	—	—	—	9,537	—	9,537
Issuances in relation to share option exercise	79,160	5	807	—	—	—	—	812	—	812
Other comprehensive income	—	—	—	—	—	—	(6,635)	(6,635)	—	(6,635)
Appropriation of statutory reserves	—	—	—	—	1,565	(1,565)	—	—	—	—
Disposal of RISE IP&RISE HK	—	—	(339,481)	—	—	—	—	(339,481)	—	(339,481)
Disposal of WFOE	—	—	—	—	(106,922)	106,922	—	—	3,303	3,303
Balance at December 31, 2021	**113,030,392**	**6,964**	**274,036**	**—**	**—**	**(403,149)**	**33,007**	**(89,142)**	**—**	**(89,142)**
Balance at December 31, 2021 (US$)	**113,030,392**	**1,093**	**43,002**	**—**	**—**	**(63,263)**	**5,181**	**(13,987)**	**—**	**(13,987)**

RISE EDUCATION CAYMAN LTD

CONSOLIDATED STATEMENTS OF CASH FLOWS

(Amounts in thousands of Renminbi ("RMB") and U.S. dollars ("US$"), except share and ADS data and per share and per ADS data)

	For the years ended December 31,			
	2019	2020	2021	2021
	RMB	RMB	RMB	US$
CASH FLOWS FROM OPERATING ACTIVITIES				
Net income/(loss) from continuing operations	(15,195)	(17,593)	249,096	39,088
Gain on troubled debt restructuring	—	—	(279,097)	(43,796)
Changes in operating assets and liabilities:				
Prepayments and other current assets	(5,946)	1,437	(9,942)	(1,560)
Accrued expenses and other current liabilities	983	(2,459)	7,160	1,125
Other non-current liabilities	—	—	2,838	445
Net cash (used in) continuing operating activities	**(20,158)**	**(18,615)**	**(29,945)**	**(4,698)**
Net cash (used in) discontinued operating activities	**(19,696)**	**(187,127)**	**(509,825)**	**(80,003)**
Net cash (used in) operating activities	**(39,854)**	**(205,742)**	**(539,770)**	**(84,701)**
CASH FLOWS FROM INVESTING ACTIVITIES				
Proceeds from disposal of subsidiaries	—	—	15,932	2,500
Net cash generated from continuing investing activities	—	—	**15,932**	**2,500**
Net cash (used in) discontinued investing activities	**(114,716)**	**(111,782)**	**(53,535)**	**(8,401)**
Net cash (used in) investing activities	**(114,716)**	**(111,782)**	**(37,603)**	**(5,901)**
CASH FLOWS FROM FINANCING ACTIVITIES				
Repurchase of ordinary shares	(48,047)	—	—	—
Principal repayments on loans	(97,332)	(62,599)	(124,987)	(19,613)
Proceeds from exercise of share options	4,647	1,925	812	127
Convertible loan from related party	—	—	108,334	17,000
Net cash generated used in continuing financing activities	**(140,732)**	**(60,674)**	**(15,841)**	**(2,486)**
Net cash (used in) discontinued financing activities	**—**	**—**	**(23,308)**	**(3,658)**
Net cash (used in) financing activities	**(140,732)**	**(60,674)**	**(39,149)**	**(6,144)**
Effects of exchange rate changes	1,342	(5,443)	(6,635)	(1,041)
Net decrease in cash, cash equivalents and restricted cash	(293,960)	(383,641)	(623,157)	(97,787)
Cash, cash equivalents and restricted cash at beginning of year	1,316,785	1,022,825	639,184	100,302
Cash, cash equivalents and restricted cash at end of year	**1,022,825**	**639,184**	**16,027**	**2,515**
Less: Cash, cash equivalents and restricted cash of discontinued operations at end of year	998,674	628,806	—	—
Cash, cash equivalents and restricted cash of continuing operations at end of year	**24,151**	**10,378**	**16,027**	**2,515**
Supplemental disclosures of cash flow information of continuing operations:				
Cash and cash equivalents	14,043	5,134	16,027	2,515
Restricted cash	10,108	5,244	—	—

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

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

**(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)**

1. ORGANIZATION AND BASIS OF PRESENTATION

RISE Education Cayman Ltd (the "Company") is a limited company incorporated in the Cayman Islands under the laws of Cayman Islands on July 16, 2013.

The Company does not conduct any substantive operations on its own but instead conducts its primary business operations through its wholly-owned subsidiaries, the variable interest entity (the "VIE"), and the VIE's subsidiaries and schools, which are located in the People's Republic of China (the "PRC" or "China") and Hong Kong Special Administration Region ("Hong Kong"). The VIE, the VIE's subsidiaries and schools, hereinafter are collectively referred to as the "VIEs". The accompanying consolidated financial statements include the financial statements of the Company, its wholly-owned subsidiaries and the VIEs (hereinafter collectively referred to as the "Group"). As of December 31, 2021, the Group only includes the Company, and the other two wholly-owned subsidiaries registered in the Cayman Islands.

The Group was principally engaged in the business of providing junior ELT services in China primarily under the "RISE" brand. The Group offered wide range of educational programs, services and products, consisting primarily of educational courses, sale of course materials, franchise services, and study tours.

On December 1, 2021, the Company, Wuhan Xinsili Culture Development Co., Ltd. (the "Buyer SPV"), Rise (Tianjin) Education Information Consulting Co., Ltd. ("WFOE"), Beijing Step Ahead Education Technology Development Co., Ltd. ("VIE"), RISE Education International Limited ("Rise HK") and Rise IP (Cayman) Limited ("Rise IP") entered into a purchase agreement (the "WFOE Purchase Agreement"). The Buyer SPV is a newly-formed limited liability company controlled by the buyer consortium (the "Buyer Consortium") consisting of certain franchisees of the Company and an affiliate of the Company's senior management, who are PRC nationals.

Pursuant to the WFOE Purchase Agreement, the Company has agreed to, through Rise HK, sell all of the equity interests in WFOE to the Buyer Consortium (the "WFOE Sale"), in consideration of the Buyer Consortium (i) paying to Rise HK a nominal consideration, and (ii) assuming all liabilities of WFOE and its subsidiaries. Conditions precedent to the WFOE Sale include, among others, (i) Rise HK and Rise IP shall grant WFOE or other entities designated by the Buyer Consortium a royalty-free, perpetual, irrevocable and exclusive license over all intellectual property rights owned by or licensed to Rise HK and/ or Rise IP, (ii) RISE HK shall make an additional capital contribution to WFOE in US dollars equivalent of RMB20,000, and (iii) the lenders (the "Lenders") of the facilities agreement dated March 18, 2021 relating to the term and revolving facilities of up to an aggregate amount of US$80,000 (the "Facilities Agreement") shall have released the applicable guarantees, obligations and equity pledges provided by WFOE and VIE. In addition, the Buyer SPV and its affiliates warrant that they will have no less than RMB100,000 at the closing of the WFOE Sale to fund the business operations of WFOE and its subsidiaries after completion of the Sale.

On the same day, the Company entered into a share purchase agreement (the "IP Holdco Purchase Agreement") with Rise Education Cayman I Ltd (the "IP Seller") and Bain Capital Rise Education IV Cayman Limited, a major shareholder of the Company (the "Shareholder"). The IP Seller is also the borrower (the "Borrower") under the Facilities Agreement. Pursuant to the IP Holdco Purchase Agreement, the Company and the IP Seller have agreed to sell all of the equity interests in Rise HK and Rise IP to the Shareholder in consideration of the Shareholder (i) on behalf of the Borrower, paying US$2,500 to the Lenders in settlement of the Facilities Agreement, and (ii) causing Rise HK and Rise IP to grant WFOE or other entities designated by the Buyer Consortium a royalty-free, perpetual, irrevocable and exclusive license over all intellectual property rights owned by or licensed to Rise HK and/or Rise IP (the "IP Sale", and together with the WFOE Sale, the "Sale"). The IP Sale is subject to, among other customary conditions precedent, the completion of the WFOE Sale.

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)**

1. ORGANIZATION AND BASIS OF PRESENTATION (Continued)

In connection with the Sale, the Borrower, WFOE, VIE and the Shareholder and certain other parties entered into a settlement agreement (the "Settlement Agreement") with the Lenders on December 1, 2021. Under the Settlement Agreement, the Lenders agreed to (i) acknowledge and consent to the Sale, (ii) discharge and release all liabilities and obligations of the Company and its subsidiaries under the Facilities Agreement in the amount of approximately US$55,746; (iii) terminate, release and discharge all security interest, guarantee and indemnity created in connection with the Facilities Agreement; and (iv) waive, release and discharge all claims arising from or in connection with the Facilities Agreement, in exchange for (i) an aggregate amount of approximately US$10,377, and (ii) the transfer of all interest in the Edge business (the "Edge Business") that offers admission consulting, academic tutoring and test preparation services in Hong Kong and Singapore for students who intend to study abroad to a person nominated by the Lenders, and the obligation of the Borrower and the Shareholder to use their respective reasonable endeavors to run and manage the sale of the Edge Business to a third party for the 12 months following completion of the settlement contemplated under the Settlement Agreement (the "Settlement"). The Settlement is subject to, among other customary conditions precedent, the credit approval for each Lender, which the Lenders undertake to take all reasonable actions and steps required to obtain on or before December 17, 2021.

In order for the Company to make the settlement payment under the Settlement Agreement, make an additional capital contribution to WFOE pursuant to the WFOE Purchase Agreement and pay for certain operating expenses, the Company entered into a convertible loan deed with the Shareholder on December 1, 2021 (the "Convertible Loan Deed"), pursuant to which the Shareholder will provide an interest-free convertible loan of US$17,000 to the Company for a period of 360 days, convertible into ordinary shares of the Company at US$0.35 per share, or US$0.70 per ADS, representing a premium of 10% over the volume weighted average closing price of the Company's ADSs (each representing two ordinary shares) published on the relevant page on Bloomberg that shows such price on each day for a period of ten trading days prior to the date of the Convertible Loan Deed (the "Convertible Loan"). In addition, at any time prior to the date falling 30 days after the date of the Convertible Loan Deed (the "Solicitation Period"), the Company has the right to solicit and raise alternative financing and prepay any drawn portion of the Convertible Loan and cancel any undrawn portion of the Convertible Loan in full with proceeds from such alternative financing. The Shareholder shall not have the right to convert the Convertible Loan during the Solicitation Period.

On December 30, 2021, the Company has closed the "Sale", in which, the Company has sold (i) all of the equity interests in Rise (Tianjin) Education Information Consulting Co., Ltd. to Wuhan Xinsili Culture Development Co., Ltd. on December 28, 2021; and (ii) all of the equity interests in RISE Education International Limited and Rise IP (Cayman) Limited to Bain Capital Rise Education IV Cayman Limited on December 30, 2021. Upon completion of the Sale, the Company has, through its subsidiaries, sold substantially all its assets and becomes a "public shell".

In connection with the Sale, on December 30, 2021, the settlement ("Settlement") with the lenders ("Lenders") of the facilities agreement dated March 18, 2021 relating to the term and revolving facilities of up to an aggregate amount of US$80,000 has also been completed. As part of the Settlement, all interest in the Edge business that offers admission consulting, academic tutoring and test preparation services in Hong Kong and Singapore for students who intend to study abroad has been transferred to a person nominated by the Lenders.

As of December 31, 2021, details of the Company's subsidiaries are as follows:

Name	Date of establishment	Place of establishment	Percentage of equity interest attributable to the Company	Principal activity
Subsidiaries of the Company:				
RISE Education Cayman III Ltd ("Cayman III")	July 29, 2013	Cayman Islands	100%	Investment holding
RISE Education Cayman I Ltd ("Cayman")	June 19, 2013	Cayman Islands	100%	Investment holding

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)**

1. ORGANIZATION AND BASIS OF PRESENTATION (Continued)

Basis of presentation

The consolidated financial statements of the Group have been prepared in accordance with the accounting principles generally accepted in the United States of America ("U.S. GAAP").

Going concern

The Group has adopted ASC 205-40, Presentation of Financial Statements—Going Concern, which requires that management evaluate whether there are relevant conditions and events that, in the aggregate, raise substantial doubt about the entity's ability to continue as a going concern and to meet its obligations as they become due within one year after the date that the consolidated financial statements are issued.

During the year ended December 31, 2021, the Company has, through its subsidiaries, sold substantially all its assets and becomes a "public shell". That means there will be no revenues, but operating expenses incurred in the future. As of December 31, 2021, although the Group had a working capital surplus of RMB22.0 million, cash and cash equivalents of RMB16.0 million, but there is still legal fee, audit fee and other miscellaneous fee incurred for the services of the 2021 financial statement during the first half year of 2022. Therefore, these conditions considered in aggregate that raise substantial doubt regarding the Group's ability to continue as a going concern within one year after the date on which the financial statements of 2021 are issued.

The Group has plans in place to involve new operating business, and began exploring strategic alternatives, including business combinations. On February 8, 2022, the Company and Dada Auto Inc. ("NaaS"), a leading operation and technology provider serving China's electric vehicle charging market, executed a definitive Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which the shareholders of NaaS will exchange all of the issued and outstanding share capital of NaaS for newly issued shares of the Company on the terms and conditions set forth therein in a transaction exempt from the registration requirements under the Securities Act of 1933 (the "Transaction"). Upon consummation of the Transaction, NaaS will become a wholly-owned subsidiary of the Company. On April 29, 2022, the Company's extraordinary general meeting of shareholders (the "EGM") was held. At the EGM, shareholders approved, through a special resolution, the transactions contemplated in the Merger Agreement.

The Company and NaaS anticipate that the Transaction will be completed around mid-2022, subject to the satisfaction of closing conditions set forth in the Merger Agreement, including among other things, receipt of Company shareholder approval and regulatory approvals, including necessary PRC regulatory approvals (if applicable) and the continuous listing of the Company on the Nasdaq.

After considering management's plans, it is probable that the Merger with NaaS will be effectively implemented and would bring sufficient funding for the Company to continue as a going concern. Therefore, substantial doubt about the Group's ability to continue as a going concern is alleviated.

The Group's consolidated financial statements have been prepared in accordance with U.S. GAAP on a going concern basis. The going concern basis assumes that assets are realized and liabilities are extinguished in the ordinary course of business at amounts disclosed in the consolidated financial statements.

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)**

2. SIGNIFICANT ACCOUNTING POLICIES

Principles of consolidation

The consolidated financial statements include the financial statements of the Company, its subsidiaries, and the VIEs. All significant inter-company transactions and balances between the Company, its subsidiaries and the VIEs have been eliminated upon consolidation. Results of subsidiaries, businesses acquired from third parties and the VIEs are consolidated from the date on which control is obtained by the Company.

The Company deconsolidates its subsidiaries or business in accordance with ASC 810 as of the date the Company ceased to have a controlling financial interest in the subsidiaries. The Company accounts for the deconsolidation of its subsidiaries or business by recognizing a gain or loss in net income/loss attributable to the Company in accordance with ASC 810. This gain or loss is measured at the date the subsidiaries are deconsolidated as the difference between (a) the aggregate of the fair value of any consideration received, the fair value of any retained non-controlling interest in the subsidiaries being deconsolidated, and the carrying amount of any non-controlling interest in the subsidiaries being deconsolidated, including any accumulated other comprehensive income/loss attributable to the non-controlling interest, and (b) the carrying amount of the assets and liabilities of the subsidiaries being deconsolidated.

The Company assesses whether a deconsolidation is required to be presented as discontinued operations in its consolidated financial statements on the deconsolidation date. This assessment is based on whether or not the deconsolidation represents a strategic shift that has or will have a major effect on the Company's operations or financial results. If the Company determines that a deconsolidation requires presentation as a discontinued operation on the deconsolidation date, or at any point during the one-year period following such date, it will present the former subsidiary as a discontinued operation in current and comparative period financial statements.

Use of estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and revenue and expenses in the consolidated financial statements and accompanying notes. Significant accounting estimates reflected in the Group's consolidated financial statements include valuation allowance for deferred tax assets, uncertain tax positions, the initial valuation of the assets acquired and liabilities assumed and non-controlling interest in a business combination, fair values of certain debt and equity investments, economic lives and impairment of long-lived assets, impairment of goodwill, standalone selling prices of performance obligations of revenue contracts, accounts receivable and contract assets allowances, measurement of right-of-use assets and lease liabilities and share-based compensation. Actual results could differ from those estimates.

Convenience translation

Amounts in the United States Dollars ("US$") are presented for the convenience of the reader and are translated at the noon buying rate of RMB6.3726 per US$1.00 on December 30, 2021 in the City of New York for cable transfers of RMB as certified for customs purposes by the Federal Reserve Bank of New York. No representation is made that the RMB amounts could have been, or could be, converted into US$ at such rate.

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)**

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Foreign currency

The functional currency of the Company, its Cayman subsidiaries and Rise HK are the US$, the functional currency of Edge Franchising and Edge Online Co. Limited are the Hong Kong Dollars ("HK$"). The Company's PRC subsidiaries and the VIEs determined their functional currency to be Renminbi (the "RMB"). The Group uses the RMB as its reporting currency.

Each entity in the Group maintains its financial records in its own functional currency. Transactions denominated in foreign currencies are measured at the exchange rates prevailing on the transaction dates. Monetary assets and liabilities denominated in foreign currencies are remeasured at the exchange rates prevailing at the balance sheet date. Non-monetary items that are measured in terms of historical cost in foreign currency are remeasured using the exchange rates at the dates of the initial transactions. Exchange gains and losses are included in the consolidated statements of (loss)/income.

The Company uses the average exchange rate for the year and the exchange rate at the balance sheet date to translate the operating results and financial position, respectively. Translation differences are recorded in accumulated other comprehensive income, a component of shareholders' equity.

Cash and cash equivalents

Cash and cash equivalents consist of cash on hand and highly liquid investments which are unrestricted as to withdrawal or use, and which have original maturities of three months or less when purchased.

Restricted cash

Restricted cash primarily represents deposits held in a designated bank account as security for the interest and principal payments within one year on the Group's long-term loan; and deposits restricted as to withdrawal or use under government regulations.

In November 2016, the FASB issued Accounting Standards Update ("ASU") No. 2016-18, *Statement of Cash Flows* (Topic 230): Restricted Cash, which requires companies to include amounts generally described as restricted cash and restricted cash equivalents in cash and cash equivalents when reconciling beginning-of-period and end-of-period total amounts presented in the statement of cash flows. The Group adopted the new standard effective January 1, 2018, using the retrospective transition method. All restricted cash was presented on the face of the consolidated balance sheet as "Restricted cash."

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Investments - Discontinued Operations

Short-term investments

The Group's short-term investments comprise primarily of cash deposits at floating rates based on daily bank deposit rates with original maturities ranging from over three months to six months.

Long-term investment

The Group's long-term investment is an equity investment in unlisted company based in the PRC over which the Group neither has significant influence nor control through investment in common stock or in-substance common stock.

The Group adopted ASC 321, Investments — Equity Securities ("ASC 321") on January 1, 2018, pursuant to which, equity investments with readily determinable fair value, except for those accounted for under the equity method, those that result in consolidation of the investee and certain other investments, are measured at fair value, and any changes in fair value are recognized in earnings. For equity securities without readily determinable fair value and do not qualify for the existing practical expedient in ASC 820, Fair Value Measurements and Disclosures ("ASC 820") to estimate fair value using the net asset value per share (or its equivalent) of the investment, the Group elected to use the measurement alternative to measure all its investments at cost, less any impairment, plus or minus changes resulting from observable price changes in orderly transactions for identical or similar investments of the same issuer, if any.

The Group makes a qualitative assessment of whether the equity investment is impaired at each reporting date. If a qualitative assessment indicates that the investment is impaired, the Group has to estimate the investment's fair value in accordance with the principles of ASC 820. If the fair value is less than the investment's carrying value, the Group has to recognize an impairment loss in the consolidated statements of income/(loss) equal to the difference between the carrying value and fair value. As stipulated in the investment agreement, the Group contributed an additional RMB4,000 to the equity investee in 2020. The Group recognized impairment charge of nil, RMB37,000 and nil for the year 2019, 2020 and 2021, respectively. There were also no unrealized gains (upward adjustments) or losses (downward adjustments), excluding impairment resulting from observable price changes in orderly transactions for an identical or similar investment of the same issuer during the periods presented.

Inventories - Discontinued Operations

Inventories are finished goods and mainly comprised of textbooks and other educational study tools ("course materials"). Course materials are stated at the lower of cost or market. Cost is determined using the weighted average cost method. As of December 31, 2019, 2020 and 2021, the Group did not have any provision for inventories.

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)**

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and equipment - Discontinued Operations

Property and equipment is stated at cost less accumulated depreciation and impairment. Depreciation is calculated on a straight line basis over the following estimated useful lives:

Electronic equipment	3 years
Furniture	3 – 5 years
Vehicles	4 years
Leasehold improvements	Shorter of the lease term or estimated useful life

Repair and maintenance costs are charged to expense as incurred, whereas the cost of renewals and betterments that extend the useful lives of property and equipment are capitalized as additions to the related assets. Retirements, sales and disposals of assets are recorded by removing the cost and accumulated depreciation from the asset and accumulated depreciation accounts with any resulting gain or loss reflected in the consolidated statements of (loss)/income.

Direct costs that are related to the construction of property and equipment, and incurred in connection with bringing the assets to their intended use are capitalized as construction in progress. Construction in progress is transferred to specific property and equipment, and the depreciation of these assets commences when the assets are ready for their intended use.

Segment reporting

In accordance with ASC 280, Segment Reporting, operating segments are defined as components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker ("CODM"), or decision making group, in deciding how to allocate resources and in assessing performance. The Group has only one reportable segment since the Group does not distinguish revenues, costs and expenses by operating segments in its internal reporting, and reports costs and expenses by nature as a whole. The Group's CODM, who has been identified as the Chief Executive Officer of the Group, reviews the consolidated results when making decisions about allocating resources and assessing performance of the Group as a whole. The Group does not distinguish among markets or segments for the purpose of internal reports. Substantially all of the Group's revenues for the years ended December 31, 2019, 2020 and 2021 were generated from the PRC. As of December 31, 2020, a majority of the long-lived assets of the Group are located in the PRC, and therefore, no geographical segments are presented. At the end of December 2021, the Group disposed all of the assets located in the PRC.

Troubled Debt Restructuring

The Group accounts for a debt amendment as a troubled debt restructuring when the transaction meets the two criteria: 1) The Group was experiencing financial difficulties; 2) the lender was granting a concession when the effective borrowing rate on the restructured debt is less than the effective borrowing on the original debt. If future undiscounted cash flows is greater than the net carrying value of the original debt, no gain is recognized, and a new effective interest rate is established based on the carrying value of the original debt and the revised cash flows. If future undiscounted cash flows is less than the net carrying value of the original debt, the difference between future undiscounted cash flows and the net carrying value of the original debt is recognized as gain on troubled debt restructuring, and the carrying value of the debt is adjusted to the future undiscounted cash flow amount. According to ASC205-20-45, when the debt will be not assumed by the buyer in the transaction and is required to be repaid as a result of the disposal, the interest cost on the debt should be allocated to discontinued operations and the debt should be allocated to continuing operations. For the year ended December 31, 2021, the Company recognized gain on debt distinguishment of RMB279,097 (US$43,796) in continuing operations.

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)**

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Non-controlling interests – Discontinued Operations

For certain subsidiaries of the VIE, a non-controlling interest is recognized to reflect the portion of their equity which is not attributable, directly or indirectly, to the Group. Consolidated net (loss)/income on the consolidated statements of (loss)/income, includes the net loss attributable to non-controlling interests. The cumulative results of operations attributable to non-controlling interests are recorded as non-controlling interests in the Group's consolidated balance sheets.

Goodwill – Discontinued Operations

The Group assesses goodwill for impairment in accordance with ASC 350-20, *Intangibles—Goodwill and Other: Goodwill* ("ASC 350-20"), which requires that goodwill be tested for impairment at the reporting unit level at least annually and more frequently upon the occurrence of certain events, as defined by ASC 350-20.

There was only one reporting unit (that also represented the operating segment) as of December 31, 2020 and 2021, respectively. Goodwill was allocated to the one reporting unit as of December 31, 2020 and 2021, respectively. The Group has the option to assess qualitative factors first to determine whether it is necessary to perform the two-step test in accordance with ASC 350-20. If the Group believes, as a result of the qualitative assessment, that it is more-likely-than-not that the fair value of the reporting unit is less than its carrying amount, the two-step quantitative impairment test described above is required. Otherwise, no further testing is required. In the qualitative assessment, the Group considers primary factors such as industry and market considerations, overall financial performance of the reporting unit, and other specific information related to the operations.

On January 1, 2020, the Group adopted ASU No. 2017-04, Simplifying the Test for Goodwill Impairment, which simplifies the accounting for goodwill impairment by eliminating Step two from the goodwill impairment test. Under the new guidance, if the fair value of a reporting unit exceeds its carrying amount, goodwill is not impaired and no further testing is required. If the fair value of a reporting unit is less than the carrying value, an impairment charge is recognized for the amount by which the carrying amount exceeds the reporting unit's fair value; however, the loss recognized should not exceed the total amount of goodwill allocated to that reporting unit. For the years ended December 31, 2019, 2020 and 2021, the Group recorded RMB nil, RMB nil and RMB nil impairment loss on goodwill respectively related to continuing operations, and RMB nil, RMB nil and RMB nil were related to discontinued operations for the years ended December 31, 2019, 2020 and 2021, respectively. Under ASC 810-10, when a reporting unit is to be disposed of in its entirety, the entity must include in the reporting unit's carrying amount the goodwill of that reporting unit in determining the gain or loss on disposal. The goodwill derecognized is no longer assigned to a reporting unit for purposes of impairment testing. As refer to Note 1, upon completion of the Sale, the Company has, through its subsidiaries, sold substantially all its assets. Therefore, the management of the Company did not perform goodwill impairment test at the end of December 31, 2021.

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Intangible assets - Discontinued Operations

Intangible assets with finite lives are carried at cost less accumulated amortization. Amortization of finite-lived intangible assets except for student base is computed using the straight-line method over the estimated useful lives. Student base is amortized using an accelerated pattern based on the estimated student attrition rate of the acquired schools. The estimated useful lives of intangible assets from the date of purchase are as follows:

Category	Estimated Useful Life
Courseware license	15 years
Franchise agreements	2.5-3 years
Student base	3-5 years
Trademarks	10-15 years
Purchased software	3-5 years
Licensed copyright	The shorter of contractual terms or estimated useful lives of the assets
Teaching course materials	10 years

Impairment of long-lived assets other than goodwill – Discontinued Operations

The Group evaluates its long-lived assets, including fixed assets, intangible assets and operating lease right-of-use assets with finite lives, for impairment whenever events or changes in circumstances, such as a significant adverse change to market conditions that will impact the future use of the assets, indicate that the carrying amount of an asset may not be fully recoverable. When these events occur, the Group evaluates the recoverability of long-lived assets by comparing the carrying amount of the assets to the future undiscounted cash flows expected to result from the use of the assets and their eventual disposition. If the sum of the expected undiscounted cash flows is less than the carrying amount of the assets, the Group recognizes an impairment loss based on the excess of the carrying amount of the assets over their fair value. Fair value is generally determined by discounting the cash flows expected to be generated by the assets, when the market prices are not readily available. As of December 31, 2021, there was a full impairment of RMB4,069 (US$639) for partial intangible assets related to discontinued operations as the Group decided such intangible assets do not satisfy its current need and cannot accommodate the Group's future strategy and thus the Group cannot benefit from existing implementation work nor re-sell/sublicense the license or work to others, which was recorded in other income, net.

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)**

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Business Combinations

The Group accounts for business combinations using the purchase method of accounting in accordance with ASC 805, *Business Combinations*. The purchase method accounting requires that the consideration transferred be allocated to the assets, including separately identifiable assets and liabilities the Group acquired, based on their estimated fair values. The consideration transferred in an acquisition is measured as the aggregate of the fair values at the date of exchange of the assets given, liabilities incurred, and equity instruments issued as well as the contingent considerations and all contractual contingencies as of the acquisition date. The costs directly attributable to the acquisition are expensed as incurred. Identifiable assets, liabilities and contingent liabilities acquired or assumed are measured separately at their fair value as of the acquisition date, irrespective of the extent of any non-controlling interests. The excess of (i) the total of cost of acquisition, fair value of the non-controlling interests and acquisition date fair value of any previously held equity interest in the acquiree over (ii) the fair value of the identifiable net assets of the acquiree, is recorded as goodwill. If the cost of acquisition is less than the fair value of the net assets of the subsidiary acquired, the difference is recognized directly in earnings.

In a business combination achieved in stages, the Group re-measured the Group's previously held equity interest in the acquiree immediately before obtaining control at its acquisition-date fair value and the re-measurement gain or loss, if any, is recognized in earnings.

The determination and allocation of fair values to the identifiable assets acquired, liabilities assumed and non-controlling interests is based on various assumptions and valuation methodologies requiring considerable judgment from management. The most significant variables in these valuations are discount rates, terminal values, the number of years on which to base the cash flow projections, as well as the assumptions and estimates used to determine the cash inflows and outflows. The group determine discount rates to be used based on the risk inherent in the related activity's current business model and industry comparisons. Terminal values are based on the expected life of assets, forecasted life cycle and forecasted cash flows over that period.

Fair value of financial instruments – Discontinued Operations

Financial instruments include cash and cash equivalents, short-term investments, restricted cash, certain other current assets, long-term investment, accounts payable, long-term loan, customer advances, lease liabilities and certain other current liabilities. For long-term investment, the Group elected to use the measurement alternative to measure those investments at cost, less any impairment, plus or minus changes resulting from observable price changes in orderly transactions for identical or similar investments of the same issuer, if any. The carrying amounts of remaining financial instruments, except for the long-term loan, approximate their fair values because of their short-term maturities. The carrying amount of the long-term loan approximates its fair value due to the fact that the related interest rate approximates the interest rates currently offered by financial institutions for similar debt instruments of comparable maturities.

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue recognition- Discontinued Operations

On January 1, 2018, the Group adopted ASC 606, *Revenue from contracts with customers* ("ASC 606") utilizing the modified retrospective method applied to those contracts which were not completed as of January 1, 2018. Accordingly, revenues for the years ended December 31, 2018 and the following years were presented in accordance with ASC 606, and revenues for the year ended December 31, 2017 was not adjusted and continued to be presented in accordance with ASC 605, *Revenue Recognition.* The cumulative effect of adopting ASC 606 resulted in an adjustment to increase the opening balance of accumulated deficit on January 1, 2018 by RMB44,122, with the impact related to the recognition of initial franchise fees. The Group's accounting policy before January 1, 2018 was to recognize initial franchise fees when franchisees commence operations under the RISE brand or upon the renewal of the franchise agreements. In accordance with ASC 606, the initial franchise services are not distinct from the continuing rights or services offered during the term of the franchise agreement, and will therefore, be treated as a single performance obligation. Therefore, initial franchise fees should be recognized over the franchise term, which is generally five years under ASC 606.

The Group's revenue recognition policies following the adoption of ASC 606 are as follows:

Revenue is recognized when a customer obtains control of promised goods or services, in an amount that reflects the consideration which the Group expects to receive in exchange for those goods or services. To determine revenue recognition for arrangements that the Group determines are within the scope of the new revenue recognition accounting standard, the Group performs the following five steps: (i) identify the contract with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligations in the contract; and (v) recognize revenue when (or as) the Group satisfies a performance obligation. The Group only applies the five-step model to contracts when it is probable that the Group will collect the consideration it is entitled to in exchange for the goods or services transferred to the customer. At contract inception, the Group assesses the goods or services promised within each contract to determine those that represent performance obligations, and assess whether each promised good or service is distinct. The Group then recognize as revenue the amount of the transaction price that is allocated to the respective performance obligation when (or as) the performance obligation is satisfied. Revenue is recognized net of business tax, value added taxes and tax surcharges.

Contract liabilities relate to contracts where the Group received payments but has not yet satisfied the related performance obligations. The advance consideration received from customers for the services is a contract liability until services are provided to the customer and are presented in "deferred revenue and customer advances" in the consolidated balance sheets.

Contract assets include costs to obtain contracts with customers. Costs to obtain contracts with customers are incremental costs to obtain franchise contracts, which are recorded as prepayment and other current assets, and other non-current assets depending on the estimated life of the underlying franchise contacts.

The primary sources of the Group's revenues are as follows:

(a) Educational programs

Educational programs' contracts generally consist of two performance obligations, English courses and course materials, which are both capable of being distinct and distinct in the context of the contract. The transaction price is stated in the contract and known at the time of contract inception, therefore no variable consideration exists. The Group may issue promotional coupons to attract enrollment for its courses. The promotional coupons are not issued in conjunction with a concurrent revenue transaction and are for a fixed RMB amount that can only be redeemed to reduce the amount of the tuition fees for future courses. The promotional coupons are accounted for as a reduction of the transaction price and are allocated across all performance obligations unless observable evidence exists that the discount relates to a specific performance obligation or obligations in the contract. Revenue is allocated to each performance obligation based on its standalone selling price. The Group generally determines standalone selling prices based on the prices charged to students. If the standalone selling price is not observable through past transactions, the Group estimates the standalone selling price taking into account available information such as market conditions and internally approved pricing guidelines related to the performance obligations.

Course fees are collected in full in advance of the commencement of each course and each course comprises of a fixed amount of classes. The Group uses the student's daily attendance records of both offline and online courses, an output measure, to recognize revenue over time as it best depicts the simultaneous consumption and delivery of educational program services. Students are allowed to return course materials if they are unused. However, once the student attends the first class of the respective course, course materials cannot be returned. Therefore, revenue associated with distinct course materials is recognized at the point in time when control transfers to the student, generally when the student attends the first class of the respective course.

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)**

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue recognition- Discontinued Operations (Continued)

(a) Educational programs (Continued)

According to local education bureau regulations, depending on a school's location and the amount of classes remaining for a course, the Group may be required to refund course fees for any remaining undelivered classes to students who withdraw from a course. The refund is recorded as a reduction of the related course fees received in advance and has no impact on recognized revenue. Refunds on recognized revenue were insignificant for all periods presented.

To be consistent with our management reporting framework, revenues from educational programs include revenues generated by The Edge starting from the first quarter of 2019 and revenues generated from Can-Talk starting from the first quarter of 2020. Revenues from educational programs in previous years have been adjusted to take this into account. The Edge offers admission consulting, academic tutoring and test preparation services for students who intend to study abroad and each service represents an individual performance obligation. For admission consulting services, the Group uses the input method by reference to the consulting hours incurred up to the end of reporting period as a percentage of total estimated hours to recognize revenue over a fixed contract period, which best depicts the Group's efforts toward satisfying the performance obligation relative to the total expected efforts. For academic tutoring and test preparation services, the Group use students' attendance records, an output measure, to recognize revenue over time as it best depicts the simultaneous consumption and delivery of such services.

(b) Franchise revenues

Franchise revenues includes non-refundable initial franchise fees and the recurring franchise fees from its franchisees. The initial franchise services to be performed under the franchise agreements to earn the initial franchise fees comprise of (i) authorizing franchisees to use the RISE brand and the Group's courseware, and (ii) initial setup services, including assisting with site selection and marketing strategy, training of franchisee management and teachers. The Group's franchise agreements do not include guarantees or other forms of financial assistance, refund provisions or options to repurchase franchises from franchisees. In accordance with the new revenue recognition standard, the initial franchise services are not distinct from the continuing rights offered during the term of the franchise agreement and will therefore be treated as a single performance obligation. As such, beginning in January 2018, initial franchise fees are deferred and recorded as "deferred revenue and customer advances", and are recognized over the franchise term as the performance obligation is satisfied, which is generally five years. The Group also receives sales-based recurring franchise fees from its franchisees, which include a fixed percentage of the franchisees' course fees and proceeds from the sale of related course materials. The recurring franchise fees are recognized at the time the underlying franchisees' sale of services occur.

(c) Other revenues

Other revenues comprise mainly of the provision of overseas and domestic study tour services. The Group determined the overseas study tours contract contains a single performance obligation and the Group is the principal in providing overseas study tours services as it controls such services before the services are transferred to the customer. Therefore, the Group recognizes study tours revenue on a gross basis. The Group recognize revenue over the service period of the study tour, which is, generally around two to three weeks, as it best depicts the simultaneous consumption and delivery of overseas study tours services.

Advertising expenditures- Discontinued Operations

Advertising costs are expensed when incurred and are included in selling expenses in the consolidated statements of (loss)/income.

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)**

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Leases - Discontinued Operations

The Group adopted ASU No. 2016-02, *Leases* (Topic 842) ("ASC 842") from January 1, 2019 by using the modified retrospective method and did not restate the comparable periods. The Group has elected the package of practical expedients, which allows the Group not to reassess (1) whether any expired or existing contracts as of the adoption date are or contain a lease, (2) lease classification for any expired or existing leases as of the adoption date and (3) initial direct costs for any expired or existing leases as of the adoption date. The Group elected the short-term lease exemption for all contracts with lease terms of 12 months or less. The Group have lease agreements with lease and non-lease components, which are generally accounted for separately.

The Group determines if an arrangement is a lease or contains a lease at lease inception. For operating leases, the Group recognizes a right-of-use ("ROU") asset and a lease liability based on the present value of the lease payments over the lease term on the consolidated balance sheets at commencement date. As most of the Group's leases do not provide an implicit rate, the Group estimates its incremental borrowing rate based on the information available at the commencement date in determining the present value of lease payments. The incremental borrowing rate is estimated to approximate the interest rate on a collateralized basis with similar terms and payments, and in economic environments where the leased asset is located. The ROU assets also include any lease payments made, net of lease incentives. Lease expense is recorded on a straight-line basis over the lease term. On April 10, 2020, the FASB issued guidance for lease concessions provided to lessees in response to the effects of COVID-19. Such guidance allows lessees to make an election not to evaluate whether a lease concession provided by a lessor should be accounted for as a lease modification, in the event the concession does not result in a substantial increase in the rights of the lessor or the obligations of the lessee. Such concessions would be recorded as negative lease expense in the period of relief. The Group elected this practical expedient in accounting for lease concessions provided for certain of the Group's learning center agreements.

Upon adoption of ASC 842, the Group recognized ROU assets of RMB601,610 and total lease liabilities (including current and non-current) RMB610,500 for operating leases as of January 1, 2019. The impact of adopting ASC 842 on the Group's opening retained earnings, current year net income and current year cash flow was insignificant.

The Group's operating leases mainly related to offices and classroom facilities.

Income/(loss) per share

In accordance with ASC 260, *Earnings Per Share*, basic (loss)/income per share is computed by dividing net (loss)/income attributable to the Company by the weighted average number of ordinary shares outstanding during the period. Diluted (loss)/income per share is calculated by dividing net (loss)/income attributable to the Company as adjusted for the effect of dilutive ordinary equivalent shares, if any, by the weighted average number of ordinary and dilutive ordinary equivalent shares outstanding during the period. Share options with market conditions, performance conditions, or any combination thereof, are considered contingently issuable shares and are included in the computation of diluted (loss)/income per share to the extent that market and performance conditions are met such that the share options are exercisable at the end of the reporting period, assuming it was the end of the contingency period. Ordinary equivalent shares consist of the ordinary shares issuable upon the conversion of the share options, using the treasury stock method. Ordinary equivalent shares are excluded from the computation of diluted per share if their effects would be anti-dilutive.

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)**

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Share-based compensation – Discontinued Operations

The Group applies ASC 718, *Compensation — Stock Compensation* ("ASC 718"), to account for its employee share-based payments. In accordance with ASC 718, the Group determines whether an award should be classified and accounted for as a liability award or an equity award. All the Group's share-based awards to employees were classified as equity awards.

In accordance with ASC 718, the Group recognizes share-based compensation cost for equity awards to employees with a performance condition based on the probable outcome of that performance condition — compensation cost is recognized if it is probable that the performance condition will be achieved and shall not be recognized if it is not probable that the performance condition will be achieved.

In accordance with ASC 718, the effect of a market condition is reflected in the grant-date fair value of the granted equity awards. The Group recognizes share-based compensation cost for equity awards with a market condition provided that the requisite service is rendered, regardless of when, if ever, the market condition is satisfied.

A change in any of the terms or conditions of the awards is accounted for as a modification of the award. When the vesting conditions (or other terms) of the equity awards granted to employees are modified, the Group first determines on the modification date whether the original vesting conditions were expected to be satisfied, regardless of the entity's policy election for accounting for forfeitures. If the original vesting conditions are not expected to be satisfied, the grant-date fair value of the original equity awards are ignored, and the fair value of the equity award measured at the modification date is recognized if the modified award ultimately vests. When a vesting condition that is probable of achievement is modified and the new vesting condition also is probable of achievement, the compensation cost to be recognized if either the original vesting condition or the new vesting condition is achieved cannot be less than the grant-date fair value of the original award. That compensation cost is recognized if either the original or modified vesting condition is achieved. Cancellation of the awards accompanied by the concurrent grant of a replacement award is also accounted for as a modification of the terms of the cancelled awards. Therefore, incremental compensation cost shall be measured as the excess of the fair value of the replacement award or other valuable consideration over the fair value of the cancelled award at the cancellation date.

Incremental compensation cost is measured as the excess, if any, of the fair value of the modified award over the fair value of the original award immediately before its terms are modified, measured based on the fair value of the awards and other pertinent factors at the modification date. For vested awards, the Group recognizes incremental compensation cost in the period the modification occurs. For unvested awards, the Group recognizes over the remaining requisite service period, the sum of the incremental compensation cost and the remaining unrecognized compensation cost for the original award on the modification date. If the fair value of the modified award is lower than the fair value of the original award immediately before modification, the minimum compensation cost the Group recognizes is the cost of the original award.

The Group uses the accelerated method for all awards granted with graded vesting service conditions, and the straight-line method for awards granted with non-graded vesting service conditions. The Group accounts for forfeitures as they occur. The Group, with the assistance of an independent valuation firm, determined the fair value of the stock options granted to employees. The binomial option pricing model and Monte Carlo simulation model were applied in determining the estimated fair value of the options granted to employees.

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income taxes

The Group accounts for income taxes under ASC 740, "Income Taxes" ("ASC 740"). ASC 740 requires the recognition of deferred tax assets and liabilities for both the expected impact of differences between the financial statement and tax basis of assets and liabilities and for the expected future tax benefit to be derived from tax loss and tax credit carry forwards. ASC 740 additionally requires a valuation allowance to be established when it is more likely than not that all or a portion of deferred tax assets will not be realized.

ASC 740 also clarifies the accounting for uncertainty in income taxes recognized in an enterprise's consolidated financial statements and prescribes a recognition threshold and measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. The Group recognizes accrued interest and penalties related to unrecognized tax benefits as income tax expense. There were no unrecognized tax benefits and no amounts accrued for interest and penalties as of December 31, 2020 and 2021. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position.

The Group is considered exempted Cayman Islands Companies and is presently not subject to income taxes or income tax filing requirements in the Cayman Islands or the United States.

Government subsidies- Discontinued Operations

Government subsidies primarily consist of financial subsidies received from local governments for operating a business in their jurisdictions and compliance with specific policies promoted by the local governments. There are no defined rules and regulations to govern the criteria necessary for companies to receive such benefits, and the amount of financial subsidy is determined at the discretion of the relevant government authorities. Government subsidies of non-operating nature and with no further conditions to be met are recorded as non-operating income in "Other income, net" of the consolidated statements of (loss)/income when received.

Employee benefit expenses- Discontinued Operations

All eligible employees of the Group are entitled to staff welfare benefits including medical care, welfare subsidies, unemployment insurance and pension benefits through a PRC government-mandated multi-employer defined contribution plan. The Group is required to accrue for these benefits based on certain percentages of the qualified employees' salaries. The Group is required to make contributions to the plans out of the amounts accrued. The PRC government is responsible for the medical benefits and the pension liability to be paid to these employees and the Group's obligations are limited to the amounts contributed. The Group has no further payment obligations once the contributions have been paid.

Comprehensive income/(loss)

Comprehensive (loss)/income is defined as the changes in equity of the Group during a period from transactions and other events and circumstances excluding transactions resulting from investments by owners and distributions to owners. Among other disclosures, ASC 220, *Comprehensive Income*, requires that all items that are required to be recognized under current accounting standards as components of comprehensive (loss)/income be reported in a financial statement that is displayed with the same prominence as other financial statements. For each of the periods presented, the Group's comprehensive (loss)/income includes net (loss)/income and foreign currency translation adjustments, and is presented in the consolidated statements of comprehensive (loss)/income.

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Treasury shares

In November 2018, the Board of Directors approved a share repurchase plan ("2018 repurchase plan"). The Company accounts for treasury shares using the cost method. Under this method, the cost incurred to purchase the shares is initially recorded in the "Treasury Shares" line item in the consolidated balance sheets. Upon retirement, the ordinary shares account will be debited only for the aggregate par value of the retired shares, and the excess of the acquisition cost of treasury shares over the aggregate par value is allocated to the additional paid-in capital. As of December 31, 2019, all treasury shares were fully retired.

Recent accounting pronouncements

In December 2019, the FASB issued ASU 2019-12, "*Income Tax (Topic 740): Simplifying the Accounting for Income Taxes*". This guidance removes certain exceptions to the general principles of ASC 740 and simplifies several other areas. For public business entities, the guidance is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15,2020. The Group adopted this ASU in the first quarter of 2021 and has identified no material effect on its financial statements or disclosures.

In March 2020, the FASB issued ASU No. 2020-04, Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting. The amendments in this ASU provide optional expedients and exceptions for applying GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. The amendments in this ASU apply only to contracts, hedging relationships, and other transactions that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform. LIBOR is expected to phased out by 2021. The amendments in this ASU are effective as of March 12, 2020 through December 31, 2022. The Group is currently evaluating the effect of this ASU on its financial statements and related disclosures.

In August 2020, the FASB issued ASU No. 2020-06, Debt—Debt with Conversion and Other Options (Subtopic 470- 20) and Derivatives and Hedging—Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity (ASU 2020-06), which simplifies the accounting for convertible instruments by reducing the number of accounting models available for convertible debt instruments. This guidance also eliminates the treasury stock method to calculate diluted earnings per share for convertible instruments and requires the use of the if-converted method. The amendments are effective for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years, with early adoption permitted. The Group is currently evaluating the impact of the new guidance on our consolidated financial statements.

In October 2020, the FASB issued ASU No. 2020-10, Codification Improvements. The amendments in this ASU improve the consistency of the codification and reorganize the guidance into appropriate sections providing less opportunities for disclosures to be missed. The amendments in this update do not change GAAP and are not expected to result in a significant change in practice. The amendments in this ASU are effective for fiscal years beginning after December 15, 2020. The Group adopted this ASU in the first quarter of 2021 and has identified no effect on its financial statements or disclosures.

In January 2021, the FASB issued ASU No. 2021-01, Reference Rate Reform (Topic 848). The amendments in this ASU clarify the scope of ASC 848 to include derivatives that are affected by a change in the interest rate used for discounting, margining, or contract price alignment that do not also reference LIBOR or another reference rate that is expected to be discontinued as a result of reference rate reform. Similar to ASU 2020-04, the guidance is effective for all entities immediately upon issuance on January 7, 2021. The Group adopted this ASU in the first quarter of 2021 and has identified no effect on its financial statements or disclosures.

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)**

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recent accounting pronouncements (Continued)

In May 2021, the FASB issued ASU No. 2021-04, Earnings Per Share (Topic 260), Debt — Modifications and Extinguishments (Subtopic 470-50), Compensation — Stock Compensation (Topic 718), and Derivatives and Hedging — Contracts in Entity's Own Equity (Subtopic 815-40) to clarify and reduce diversity in an issuer's accounting for modifications or exchanges of freestanding equity-classified written call options (for example, warrants) that remain equity classified after modification or exchange. The amendments in this update are effective for all entities for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. An entity should apply the amendments prospectively to modifications or exchanges occurring on or after the effective date of the amendments. The Group is currently evaluating the impact of the new guidance on our consolidated financial statements.

In October 2021, the FASB issued ASU No. 2021-08, Accounting for Contract Assets and Contract Liabilities from Contracts with Customers. The amendments in this ASU improve the accounting for acquired revenue contracts with customers in a business combination by addressing diversity in practice and inconsistency related to recognition of an acquired contract liability, and payment terms and their effect on subsequent revenue recognized by the acquirer. The amendments in this ASU are effective for fiscal years beginning after December 15, 2023, including the interim periods within those fiscal years. The Group is currently evaluating the effect of this ASU on its financial statements and related disclosures.

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$") except share and ADS data and per share and per ADS data)

3. DISCONTINUED OPERATIONS

The Company has sold (i) all of the equity interests in Rise (Tianjin) Education Information Consulting Co., Ltd. to Wuhan Xinsili Culture Development Co., Ltd. on December 28, 2021; and (ii) all of the equity interests in RISE Education International Limited and Rise IP (Cayman) Limited to Bain Capital Rise Education IV Cayman Limited on December 30, 2021. Upon completion of the Sale, the Company has, through its subsidiaries, sold substantially all its assets. See Note 1.

As refer to Note 2 – Principles of consolidation, in connection with the Sale, the Group evaluated and concluded that the subsidiaries in the Sale list should be accounted as discontinued operations during the year ended and as of December 31, 2021.

During the year ended December 31, 2021, prior to the Sale mentioned above, details of the Company's principal subsidiaries, the VIE and the VIE's subsidiaries and schools in the Sale list are as follows:

Name	Date of establishment	Place of establishment	Percentage of equity interest attributable to the company	Principal activity
Subsidiaries of the Company:				
Rise IP (Cayman) Limited ("Rise IP")	24-Jul-13	Cayman Islands	100%	Educational consulting
Edge Franchising Co., Limited ("Edge Franchising")	16-Mar-16	Hong Kong	100%	Educational consulting
Rise Education International Limited ("Rise HK")	24-Jun-13	Hong Kong	100%	Educational consulting
Edge Online Co., Limited	1-Apr-18	Hong Kong	100%	Educational consulting
Rise (Tianjin) Education Information Consulting Co., Ltd. ("Rise Tianjin" or "WFOE")	12-Aug-13	PRC	100%	Educational consulting, Sale of course materials, study tour service
VIE:				
Beijing Step Ahead Education Technology Development Co., Ltd.	2-Jan-08	PRC	—	Educational consulting
VIE's subsidiaries and schools:				
Beijing Haidian District Step Ahead Training School	18-Sep-08	PRC	—	Language education
Beijing Shijingshan District Step Ahead Training School	14-Jul-09	PRC	—	Language education
Beijing Changping District Step Ahead Training School	3-Jul-09	PRC	—	Language education
Beijing Chaoyang District Step Ahead Training School	20-Jul-09	PRC	—	Language education
Beijing Xicheng District RISE Immersion Subject English Training School	5-Feb-10	PRC	—	Language education
Beijing Dongcheng District RISE Immersion Subject English Training School	30-Jul-10	PRC	—	Language education
Beijing Tongzhou District RISE Immersion Subject English Training School	19-Apr-11	PRC	—	Language education
Beijing Daxing District RISE Immersion Subject English Training School	31-Mar-13	PRC	—	Language education
Beijing Fengtai District RISE Immersion Subject English Training School	28-Feb-12	PRC	—	Language education

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$") except share and ADS data and per share and per ADS data)

3. DISCONTINUED OPERATIONS (Continued)

Name	Date of establishment	Place of establishment	Percentage of equity interest attributable to the company	Principal activity
Beijing RISE Immersion Subject English Training School Co., Ltd.	26-Oct-18	PRC	—	Language education
Beijing Step Ahead Rise Education Technology Co., Ltd.	11-Dec-19	PRC	—	Language education
Beijing Huairou Ruida Education Training School	19-Jan-18	PRC		Language education
Shanghai Boyu Investment Management Co., Ltd.	29-Jan-12	PRC	—	Language education
Shanghai Riverdeep Education Information Consulting Co., Ltd.	8-Mar-10	PRC		Educational consulting services
Shanghai Ruiaidisi English Training School Co., Ltd.	5-Aug-19	PRC	—	Language education
Kunshan Ruiaidisi Education Technology Co., Ltd.	30-Jul-19	PRC	—	Language education
Guangzhou Ruisi Education Technology Development Co., Ltd.	17-Aug-12	PRC	—	Training services
Guangzhou Yuexiu District RISE Immersion Subject English Training School	29-Apr-14	PRC	—	Language education
Guangzhou Haizhu District RISE Immersion Subject English Training School-Chigang	8-Dec-14	PRC	—	Language education
Guangzhou Tianhe District RISE Immersion Subject English Training School	11-Jul-17	PRC	—	Language education
Guangzhou Liwan District Rise Education Training Center Co., Ltd.	25-Nov-19	PRC	—	Language education
Guangzhou Tianhe District Ruisi Education Consulting Co., Ltd.	11-Jul-17	PRC	—	Language education
Foshan Nanhai District Step Ahead Education Consulting Co., Ltd.	21-Jan-20	PRC	—	Language education
Shenzhen Mei Ruisi Education Management Co., Ltd.	28-Feb-14	PRC	—	Training services
Shenzhen Futian District Rise Training Center	8-Jan-15	PRC	—	Language education
Shenzhen Nanshan District Rise Training Center	26-May-15	PRC	—	Language education
Shenzhen Luohu District Rise Education Training Center	3-Aug-17	PRC	—	Language education
Shenzhen Longhua District Minzhi Rise Training Center	27-May-20	PRC	—	Language education

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$") except share and ADS data and per share and per ADS data)

3. DISCONTINUED OPERATIONS (Continued)

Name	Date of establishment	Place of establishment	Percentage of equity interest attributable to the company	Principal activity
Wuxi Rise Foreign Language Training Co., Ltd.	5-Jun-13	PRC	—	Training services
Wuxi Ruiying English Training Center Co., Ltd.	10-Jun-19	PRC	—	Language education
Ruisixing (Tianjin) Travel Services Co., Ltd.	3-Jul-18	PRC	—	Traveling services
Hebei Camphor Tree Information Technology Co., Ltd.	5-Nov-15	PRC	—	Investment holding
Shijiazhuang Forest Rock Education Technology Co., Ltd.	28-Aug-18	PRC	—	Investment holding
Shijiazhuang Xinhua District Oriental Red American Education Training School	14-Nov-19	PRC	—	Language education
Shijiazhuang Xinhua District Zhuoshuo Training School Co., Ltd.	13-Dec-19	PRC	—	Language education
Shijiazhuang Yuhua District Ai Ruisi Education Training School	1-Feb-19	PRC	—	Language education
Shijiazhuang Yuhua District Oriental Red Education Training School	1-Feb-19	PRC	—	Language education
Shijiazhuang Chang'an District Jinshuo Culture Education Training School Co., Ltd.	1-Apr-19	PRC	—	Language education
Shijiazhuang Qiaoxi District Deshuo Training School Co., Ltd.	27-Aug-20	PRC	—	Language education
Shijiazhuang Yuhua District Boshuo Training School Co., Ltd.	2-Jan-20	PRC	—	Language education

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)

3. DISCONTINUED OPERATIONS (Continued)

The following tables set forth the assets, liabilities, results of operations and cash flows of discontinued operations, that were included in the Group's consolidated financial statements (in thousands):

	As at December 31, 2020 RMB
ASSETS	
Current assets:	
Cash and cash equivalents	549,486
Restricted cash	79,320
Accounts receivable, net	2,281
Amounts due from related parties	552
Inventories	7,814
Prepayments and other current assets	90,047
Total current assets of discontinued operations	**729,500**
Non-current assets:	
Property and equipment, net	107,537
Intangible assets, net	185,647
Long-term investment	—
Goodwill	659,255
Deferred tax assets, net	34,241
Other non-current assets	55,853
Operating lease right-of-use assets	639,304
Total non-current assets of discontinued operations	**1,681,837**
Total assets belong to discontinued operations	**2,411,337**
LIABILITIES AND SHAREHOLDERS' EQUITY	
Current liabilities (including current liabilities of the variable interest entity ("VIE") without recourse to the Company amounting to RMB882,038 (US$135,178) as of December 31, 2020):	
Accounts payable	11,028
Accrued expenses and other current liabilities	162,724
Deferred revenue and customer advances	563,736
Income taxes payable	5,556
Current portion of operating lease liabilities	197,098
Total current liabilities of discontinued operations	**940,142**
Non-current liabilities (including non-current liabilities of the VIE without recourse to the Company amounting to RMB499,092 (US$76,489) as of December 31, 2020):	
Deferred revenue and customer advances	38,204
Operating lease liabilities	452,485
Deferred tax liabilities, net	24,011
Other non-current liabilities	50,447
Total non-current liabilities of discontinued operations	**565,147**
Total liabilities of discontinued operations	**1,505,289**

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)

3. DISCONTINUED OPERATIONS (Continued)

	2019 RMB	2020 RMB	2021 RMB
Revenues	1,529,447	958,467	890,386
Cost of revenues	(694,693)	(602,934)	(596,412)
Gross profit	**834,754**	**355,533**	**293,974**
Operating expenses:			
Selling and marketing	(307,339)	(233,687)	(191,816)
General and administrative	(289,351)	(242,633)	(417,381)
Research and development expenses	—	—	—
Total operating expenses	**(596,690)**	**(476,320)**	**(609,197)**
Operating income/(loss)	**238,064**	**(120,787)**	**(315,223)**
Interest income	17,872	15,078	8,640
Interest expense	(34,093)	(23,611)	(16,823)
Foreign currency exchange gain/(loss)	(1,506)	(187)	1,627
Other income, net	10,115	26,961	(78,908)
Impairment loss of long-term investment	—	(37,000)	—
Income/(loss) before income tax expense	**230,452**	**(139,546)**	**(400,687)**
Loss on sale of discontinued operations	—	—	**(97,777)**
Income tax (expense)/benefit	(70,697)	15,695	(8,816)
Net income/(loss) from discontinued operations	**159,755**	**(123,851)**	**(507,280)**
Net cash (used in) discontinued operating activities	**(19,696)**	**(187,127)**	**(509,825)**
Net cash (used in) discontinued investing activities	**(114,716)**	**(111,782)**	**(53,535)**
Net cash (used in) discontinued financing activities	**—**	**—**	**(23,308)**

4. CONCENTRATION OF RISKS

Concentration of credit risk

Financial instruments that potentially subject the Group to significant concentration of credit risk consist primarily of cash and cash equivalents, and restricted cash. As of December 31, 2021, substantially all of the Group's cash and cash equivalents, and restricted cash were deposited with financial institutions with high-credit ratings and quality.

PRC state-owned banks, such as Bank of China, are subject to a series of risk control regulatory standards, and PRC bank regulatory authorities are empowered to take over the operation and management when any of those banks faces a material credit crisis. The Group does not foresee substantial credit risk with respect to cash and cash equivalents, restricted cash and short-term investments held at the PRC state-owned banks. Meanwhile, China does not have an official deposit insurance program, nor does it have an agency similar to what was the Federal Deposit Insurance Corporation (FDIC) in the U.S. In the event of bankruptcy of one of the financial institutions in which the Group has deposits or investments, it may be unlikely to claim its deposits or investments back in full. The Group selected reputable international financial institutions with high rating rates to place its foreign currencies. The Group regularly monitors the rating of the international financial institutions to avoid any potential defaults. There has been no recent history of default in relation to these financial institutions.

Foreign currency exchange rate risk

From July 21, 2005, the RMB is permitted to fluctuate within a narrow and managed band against a basket of certain foreign currencies. For RMB against US$, there was appreciation of 1.3%, depreciation of 6.3% and 1.4% during the years ended December 31, 2019, 2020 and 2021. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the RMB and the US$ in the future.

To the extent that the Group needs to convert US$ into RMB for capital expenditures and working capital and other business purposes, appreciation of RMB against US$ would have an adverse effect on the RMB amount the Group would receive from the conversion. Conversely, if the Group decides to convert RMB into US$ for the purpose of making payments for dividends on ordinary shares, strategic acquisitions or investments or other business purposes, appreciation of US$ against RMB would have a negative effect on the US$ amount available to the Group. In addition, a significant depreciation of the RMB against the US$ may significantly reduce the US$ equivalent of the Group's earnings or losses.

Currency convertibility risk

The Group transacts all of its business in RMB, which is not freely convertible into foreign currencies. On January 1, 1994, the PRC government abolished the dual rate system and introduced a single rate of exchange as quoted daily by the People's Bank of China (the "PBOC"). However, the unification of the exchange rates does not imply that the RMB may be readily convertible into US$ or other foreign currencies. All foreign exchange transactions continue to take place either through the PBOC or other banks authorized to buy and sell foreign currencies at the exchange rates quoted by the PBOC. Approval of foreign currency payments by the PBOC or other institutions requires submitting a payment application form together with suppliers' invoices, shipping documents and signed contracts. The Group's cash and cash equivalents, and restricted cash denominated in RMB amounted to RMB16,027 (US$2,515) as of December 31, 2021.

(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)

5. BUSINESS COMBINATION

Shijiazhuang

On July 1, 2019, the Group acquired a 51% equity interest in 7 learning centers in Shijiazhuang certain fixed assets, student contracts and key employees of the educational consulting business from a franchisee of the Group. The acquisition is expected to complement the Group's existing business and achieve significant synergies.

Total consideration was RMB44,061 in cash, which was fully paid as of December 31, 2020.

The Group has completed the valuations necessary to assess the fair values of the tangible and intangible assets acquired and liabilities assumed, resulting from which the amount of goodwill was determined and recognized as of the acquisition date. The following table summarizes the estimated fair values of the assets acquired and liabilities assumed as of July 1, 2019, the date of acquisition:

	RMB
Purchase consideration	44,061
Net assets acquired, excluding intangible assets and the related deferred tax liabilities	(83,813)
Intangible assets	15,800
Student base	15,800
Deferred tax liabilities	(4,742)
Non-controlling interest	(33,866)
Goodwill	150,682

The non-controlling interests on acquisition date was measured by applying the equity percentage held by minority shareholders and a discount for lack of control premium to the fair value of the acquired business of Shijiazhuang, which was determined using an income approach. The significant inputs were revenue growth rates, gross margin rates, weighted-average cost of capital, discount rate and terminal values.

Goodwill recognized on the acquisition date is the expected synergies from combining operations of Shijiazhuang and the Group, which does not qualify for separate recognition. None of the goodwill recognized is expected to be deductible for income tax purposes.

The Group recognized RMB83 and RMB347 of acquisition related costs which were included in general and administrative expenses for the years ended December 31, 2019 and 2020, respectively.

The information of pro forma revenue and net loss for the year ended December 31, 2018 is not available and the cost to develop it would be excessive. The unaudited pro forma information for the year ended December 31, 2019 set forth below gives effect to the acquisition as if it had occurred at the beginning of the period. The pro forma results have been calculated after applying the Group's accounting policies and including adjustments primarily related to the amortization of acquired intangible assets, and income tax effects, as applicable. The pro forma information does not include any impact of transaction synergies and is presented for informational purposes only and is not necessarily indicative of the results of operations that actually would have been occurred had the acquisition been consummated as of that time or that may result in the future:

	For the year ended December 31, 2019	
	pro forma (unaudited)	As reported
	RMB	RMB
Revenues	1,555,302	1,529,447
Net income	152,669	148,100

In December 2021, the Group sold all of its investment in Shijiazhuang, and the disposal of Shijiazhuang was qualified for reporting as a "discontinued operation". See Note 3.

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)**

5. BUSINESS COMBINATION (Continued)

Changping

On November 1, 2019, the Group acquired certain fixed assets, intellectual properties, material contracts and key employees of a franchised learning center in Changping ("Changping") from a franchisee of the Group for a total cash consideration of RMB12,669, of which RMB1,050 was unpaid as of December 31, 2020.

Identifiable intangible assets acquired include student base of RMB4,500. Goodwill recognized on the acquisition date is not tax deductible and amounted to RMB18,986; and represents the expected synergies from combining the operations of Changping and the Group, which does not qualify for separate recognition.

The actual results of operation after the acquisition date and pro-forma results of operations for this acquisition have not been presented because the effects of this acquisition were insignificant.

In December 2021, the Group sold all of its investment in Changping, and the disposal of Changping was qualified for reporting as a "discontinued operation". See Note 3.

Huairou

On July 1, 2020, the Group acquired certain fixed assets, intellectual properties, material contracts and key employees of a franchised learning center in Huairou ("Huairou") from a franchisee of the Group for a total cash consideration of RMB8,075, of which RMB700 was unpaid as of December 31, 2020.

Identifiable intangible assets acquired include student base of RMB3,000. Goodwill recognized on the acquisition date is not tax deductible and amounted to RMB11,956; and represents the expected synergies from combining the operations of Huairou and the Group, which does not qualify for separate recognition.

The actual results of operation after the acquisition date and pro-forma results of operations for this acquisition have not been presented because the effects of this acquisition were insignificant.

In December 2021, the Group sold all of its investment in Huairou, and the disposal of Huairou was qualified for reporting as a "discontinued operation". See Note 3.

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)

6. PREPAYMENTS AND OTHER CURRENT ASSETS

Prepaid expenses and other current assets consisted of the following:

	As at December 31,		
	2020	2021	2021
	RMB	RMB	US$
Prepayments to suppliers	4,365	14,311	2,246
Deposits	144	140	22
	4,509	**14,451**	**2,268**

7. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accrued expenses and other liabilities consisted of the following:

	As at December 31,		
	2020	2021	2021
	RMB	RMB	US$
Accrued other operating expenses	1,469	7,889	1,238
Others	—	736	115
	1,469	**8,625**	**1,353**

8. TROUBLED DEBT RESTRUCTURING

On March 18, 2021, the Group entered into a Facility agreement with CTBC Bank Co., Ltd. for an aggregate amount of US$80,000 consisting of a five-year term loan facility of US$65,000 and a revolving credit facility of US$15,000. The Facility was used to repay its existing loans for amount of US$65,000 as of March 18, 2021. The repayment schedule of the five-year term loan facility is listed as the following:

	US$
March 18, 2022	3,250
March 18, 2023	8,125
March 18, 2024	11,375
March 18, 2025	16,250
March 18, 2026	26,000
	65,000

The loan facility is guaranteed by Rise IP, Rise HK, the WFOE and VIE. Further, the ordinary shares of certain subsidiaries of the Group were pledged as collateral for the loan facility. In addition, the Group maintained deposits held in a designated bank account as security for interest payments consisting of the DSRA and Domestic CTBC accounts.

The Group concluded that the modification on March 18, 2021 would be considered a troubled debt restructuring pursuant to ASC470-60. As the future undiscounted cash flows is greater than the net carrying value of the original debt, no gain is recognized.

On December 1, 2021, the Group entered into a settlement agreement (the "Settlement") with CTBC Bank Co., Ltd. (See Note 1). The Group evaluated the settlement in accordance with ASC 470, and determined the settlement is considered a troubled debt restructuring and an extinguishment of the existing debt. As a result of the settlement, the Group recognized a gain on troubled debt restructuring of RMB279,097 for the year ended December 31, 2021.

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$") except share and ADS data and per share and per ADS data)

9. RELATED PARTY TRANSACTIONS

a) Related parties

The direct controlling shareholder
Bain Capital Education IV

Entities controlled by the ultimate holding company
Lionbridge Limited ("Lionbridge")
Bain Capital Advisors (China) Ltd. ("Bain Advisors")

Investee
New York City Kids Club.("NYC")

Significant influence exercised by management of the Company
Wuhan Xinsili Culture Development Co., Ltd.

b) During the years ended December 31, 2019, 2020 and 2021, the Group had the following related party transactions:

	Notes	For the years ended December 31, 2019 RMB	2020 RMB	2021 RMB	2021 US$
Bain Capital Education IV	(i)	—	—	108,334	17,000
Bain Capital Education IV		—	—	15,932	2,500
Wuhan Xinsili Culture Development Co., Ltd.	(ii)	—	—	—	—

(i) The Company entered into a convertible loan deed with the Bain Capital Education IV (the "Shareholder") on December 1, 2021 (the "Convertible Loan Deed"), pursuant to which the Shareholder will provide an interest-free convertible loan of US$17,000 to the Company for the period ended June 30, 2023, convertible into ordinary shares of the Company at US$0.35 per share, or US$0.70 per ADS. If the Company fails to pay any amount payable under this Deed on its due date, interest shall accrue on such amount from the due date at a rate two percent. The Group determined the appropriate accounting treatment of its convertible debt in accordance with the terms in relation to the conversion feature. After considering the impact of such features, the Group may account for such instrument as a liability in its entirety, or separate the instrument into debt and equity components following the respective guidance described under ASC 815 Derivatives and Hedging and ASC 470 Debt. The Group evaluated the equity components immaterial, and accounted for the convertible loan as a non-current liability as of December 31, 2021

The loan transactions for the year ended December 31, 2021 with details set forth below:

Year ended December 31, 2021 Loan granted	Principal	Interest Rate	Period
Convertible loan	108,334	—	December 1, 2021 to June 30, 2023

(ii) The CEO of the Company, Ms. Lihong Wang is the chairman of Wuhan Xinsili Culture Development Co., Ltd. As refer to Note 1, pursuant to the WFOE Purchase Agreement, the Company has agreed to, through Rise HK, sell all of the equity interests in WFOE to Wuhan Xinsili Culture Development Co., Ltd., in consideration of the Buyer SPV (i) paying to Rise HK a nominal consideration, and (ii) assuming all liabilities of WFOE and its subsidiaries.

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)**

9. RELATED PARTY TRANSACTIONS (Continued)

c) The balances between the Group and its related parties as of December 31, 2020 and 2021 are listed below:

Amounts due from a related party

	As at December 31,		
	2020 RMB	2021 RMB	2021 US$
Bain Capital Education IV	181	177	28

Convertible loan from a replated party

	As at December 31,		
	2020 RMB	2021 RMB	2021 US$
Bain Capital Education IV	—	108,334	17,000

Amount due to related party is the balance of convertible loan with zero interest rate as of December 31, 2021.

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)

10. INCOME/(LOSS) PER SHARE

Basic and diluted income/(loss) per share and per ADS for each of the years presented are calculated as follows:

	For the years ended December 31,			
	2019	2020	2021	2021
	RMB	RMB	RMB	USD
Numerator:				
Net income/(loss) from continuing operations attributable to RISE Education Cayman Ltd	(15,195)	(17,593)	249,096	39,088
Net income/(loss) from discontinued operations attributable to RISE Education Cayman Ltd	163,295	(114,840)	(497,583)	(78,081)
Net income/(loss) attributable to RISE Education Cayman Ltd	148,100	(132,433)	(248,487)	(38,993)
Denominator:				
Weighted average number of ordinary shares outstanding-basic	113,187,721	112,813,031	112,868,532	112,868,532
Weighted average number of ordinary shares outstanding-diluted	114,464,108	112,813,031	112,868,532	112,868,532
Net income/(loss) per share - Basic:				
Continuing operations	(0.13)	(0.15)	2.21	0.35
Discontinued operations	1.44	(1.02)	(4.41)	(0.69)
Total net income/(loss) per share - Basic	1.31	(1.17)	(2.20)	(0.34)
Net income/(loss) per share - Diluted:				
Continuing operations	(0.13)	(0.15)	2.21	0.35
Discontinued operations	1.42	(1.02)	(4.41)	(0.69)
Total net income/(loss) per share - Diluted	1.29	(1.17)	(2.20)	(0.34)
Net income/(loss) per ADS - Basic:				
Continuing operations	(0.26)	(0.31)	4.42	0.70
Discontinued operations	2.88	(2.04)	(8.82)	(1.38)
Total net income/(loss) per ADS - Basic	2.62	(2.35)	(4.40)	(0.68)
Net income/(loss) per ADS - Diluted:				
Continuing operations	(0.25)	(0.31)	4.42	0.70
Discontinued operations	2.84	(2.04)	(8.82)	(1.38)
Total net income/(loss) per ADS - Diluted	2.59	(2.35)	(4.40)	(0.68)

Nil, 953,168 and 4,047,619 share options were excluded from the computation of diluted income per share for the year ended December 31, 2019, 2020 and 2021, respectively, because their effects would be anti-dilutive.

11. SHARE- BASED PAYMENTS

2016 Equity Incentive Plan

In 2016, the Board of Directors approved the Equity Option Plan (the "2016 Equity Incentive Plan"), which has a term of 10 years and is administrated by the Board of Directors. Under 2016 Equity Incentive Plan, the Company reserved options to its eligible employees, directors and officers of the Group for the purchase of 7,000,000 of the Company's ordinary shares in aggregate (excluding shares which have lapsed or have been forfeited).

In April 2016, the Board of Directors approved option grants to employees for the purchase of 5,985,000 of the Company's ordinary shares. 50% of the options granted will generally vest in four or five equal installments over a service period (the "2016 Service Options") while the remaining 50% of the options will vest in two equal installments of 25% each if a fixed targeted return on the Company's ordinary shares is achieved (the "2016 Market Options"). Both the Service Options and Market Options (collectively, the "2016 Options") are exercisable only upon the occurrence of an IPO or change of control (each or collectively, the "exercisability event"). The exercisability event constitutes a performance condition that is not considered probable until the completion of the IPO or change of control. The Company will not recognize any compensation expense until the exercisability event occurs. Upon the occurrence of the exercisability event, the effect of the change in this estimate will be accounted for in the period of change by cumulative compensation cost recognition as if the new estimate had been applied since the service inception date, with the remaining unrecognized compensation cost amortized over the remaining requisite service period. Upon the occurrence of the exercisability event (the IPO completion date), the Company immediately recognized expenses associated with options that were vested as of the IPO completion date amounting to RMB90,335. In addition, the Company also will recognize the remaining compensation expenses over the remaining service requisite period using the accelerated method.

Modification of options

In November 2017 ("2017 Modification Date"), the Board of Directors modified share options granted to six directors and officers to be fully vested on the 2017 Modification Date. On the 2017 Modification Date, the Company recognized compensation expenses amounting to RMB2,329 (US$358) associated with the fully vested share options. The fair value of the share options immediately after the modification was the same as that immediately before the modification and therefore, the Company did not recognize any incremental compensation costs related to such modification.

In 2018, the vesting of 432,500 options granted to seven employees was accelerated, and 50,000 options of one employee was cancelled and replaced with cash rewards (which was an isolated non-recurring event). As of the respective modification dates in December 2018, the original performance condition of the 2016 Options was not expected to be satisfied, therefore, the modification-date fair value of the grantees' respective 2016 Options instead of the original grant-date fair value was used to measure the modified 2016 Options. In 2019, the vesting of 309,000 options granted to four employees was accelerated. As of the respective modification dates in December 2019, the original performance condition of the 2016 Options was not expected to be satisfied, therefore, the modification-date fair value of the grantees' respective 2016 Options instead of the original grant-date fair value was used to measure the modified 2016 Options.

In December 2021("2021 Modification Date"), the Board of Directors modified the exercise price of Options to $0.25 per share, and such Options shall be exercised on or prior to December 31, 2022. There were no unvested options until 2021 Modification Date.

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)

11. SHARE-BASED PAYMENTS (Continued)

A summary of the equity award activity under 2016 Equity Incentive Plan is stated below:

	Number of options	Weighted–average exercise price US$	Weighted-average grant date fair value	Weighted-average remaining contractual term US$	Aggregate intrinsic value US$
Outstanding, December 31, 2020	1,861,474	1.44	N/A	4.61	2,988
Exercised	(50,000)	1.44	N/A	N/A	16
Forfeited/Cancelled	(110,000)	1.44	N/A	N/A	
Outstanding, December 31, 2021	1,701,474	0.64	N/A	1.00	—
Vested and expected to vest at December 31, 2021	1,701,474	0.64	N/A	1.00	—
Exercisable at December 31, 2021	1,701,474	0.64	N/A	1.00	—

The aggregate intrinsic value in the table above represents the difference between the fair value of the Company's ordinary share as of December 31, 2021 and the option's respective exercise price. Total intrinsic value of options exercised for the years ended December 31, 2019, 2020 and 2021 was RMB9,981, RMB2,380 and RMB104 (US$16).

There were nil awards were vested for the year ended December 31, 2021. There was nil of total unrecognized share-based compensation expenses.

2017 Share Incentive Plan

In 2017, the Board of Directors approved the Share Incentive Plan (the "2017 Share Incentive Plan"), which has a term of 10 years and is administrated by the Board of Directors. Under 2017 Share Incentive Plan, the Company reserved options to its eligible employees, directors and officers of the Group for the purchase of 5,000,000 of the Company's ordinary shares in aggregate (excluding shares which have lapsed or have been forfeited).

In April 2019, the Board of Directors approved option grants to employees for the purchase of 4,800,000 of the Company's ordinary shares. 60% of the options granted will generally vest in four equal installments over a prespecified service period (the "2017 Service Options") while the remaining 40% of the options will vest based on certain performance conditions (the "2017 Performance Options").

In May 2021, the Board of Directors approved option grants to employees for the purchase of 850,000 of the Company's ordinary shares. 60% of the options granted will generally vest in four equal installments over a prespecified service period (the "2017 Service Options") while the remaining 40% of the options will vest based on certain performance conditions (the "2017 Performance Options").

Modification of options

On August 12, 2020, considering the outstanding options granted under 2017 Share Incentive Plan was out-of-money, the Board of Directors and compensation committee modified the 2017 Share Incentive Plan (the "Modified 2017 Share Incentive Plan"), pursuant to which the exercise price was adjusted down to US$1.75 per option, the vesting period was extended to ranging from December 31, 2020 to December 31, 2023, and the performance conditions were replaced with market conditions. 2,550,000 options were modified and the total incremental cost resulted from this modification was RMB9,018 (US$1,382).

On September 11, 2020, 1,613,506 options were granted to an employee under the Modified 2017 Share Incentive Plan. 60% of the options granted will generally vest in four equal installments on an annual basis with first vesting date on December 31, 2021, and the vesting of the remaining 40% of the options is based on certain market condition.

On December 30, 2021, the Board of Directors modified 2017 Share Incentive Plan, pursuant to which the exercise price was adjusted down to US$0.25 per share, the exercise period was amended to December 31, 2022, the market conditions were cancelled, and the vesting of 746,552 options granted to 17 employees was accelerated. 1,433,104 options were modified and the total incremental cost resulted from this modification was RMB137(US$21).

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)

11. SHARE-BASED PAYMENTS (Continued)

A summary of the equity award activity under 2017 Share Incentive Plan and Modified 2017 Share Incentive Plan is stated below:

	Number of options	Weighted–average exercise price US$	Weighted-average grant date fair value	Weighted-average remaining contractual term US$	Aggregate intrinsic value US$
Outstanding, December 31, 2020	3,873,506	1.89	1.76	8.86	4,731
Granted	850,000	1.75	0.63		
Exercised	(23,300)	1.75	3.09		14
Forfeited/Cancelled	(3,030,852)	1.93	1.52		
Outstanding, December 31, 2021	1,669,354	0.46	2.15	1.00	—
Vested and expected to vest at December 31, 2021	1,669,354	0.46	2.15	1.00	—
Exercisable at December 31, 2021	1,669,354	0.46	2.15	1.00	—

The aggregate intrinsic value in the table above represents the difference between the fair value of the Company's ordinary share as of December 31, 2021 and the option's respective exercise price. Total intrinsic value of options exercised for the years ended December 31, 2021 was RMB87 (US$14).

1,157,328 awards were vested for the year ended December 31, 2021, and the weighted-average grant-date fair value for vested options is US$2.05. As of December 31, 2021, there was nil of total unrecognized share-based compensation expenses.

2020 Equity Incentive Plan

The Company adopted its 2020 Equity Incentive Plan on August 13, 2020, and the maximum aggregate number of ordinary shares which may be issued pursuant the plan is 4,147,494. 60% of the options granted will generally vest in four equal installments on an annual basis with first vesting dates varying from December 31, 2021 to December 31, 2022, and the remaining 40% of the options will vest based on certain market condition. A summary of the equity award activity under the 2020 Share Incentive Plan is as follows:

Modification of options

In December 2021, the Board of Directors modified 2020 Share Incentive Plan, pursuant to which the exercise price was adjusted down to US$0.25 per share, the exercise period was amended to December 31, 2022, the market conditions were cancelled, and the vesting of 277,048 options granted to 6 employees was accelerated. 554,096 options were modified and the total incremental cost resulted from this modification was RMB18(US$3).

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)**

11. SHARE-BASED PAYMENTS (Continued)

A summary of the equity award activity under the 2020 Share Incentive Plan is as follows:

	Number of options	Weighted–average exercise price US$	Weighted-average grant date fair value	Weighted-average remaining contractual term US$	Aggregate intrinsic value US$
Outstanding, December 31, 2020	3,645,494	1.75	1.49	9.70	4,721
Exercised	(5,860)	1.75	1.59		3
Forfeited/Cancelled	(2,932,538)	1.75	1.47		
Outstanding, December 31, 2021	707,096	0.57	1.60	1.00	—
Vested and expected to vest at December 31, 2021	707,096	0.57	1.60	1.00	—
Exercisable at December 31, 2021	707,096	0.57	1.60	1.00	—

The aggregate intrinsic value in the table above represents the difference between the fair value of the Company's ordinary share as of December 31, 2021 and the option's respective exercise price. Total intrinsic value of options exercised for the years ended December 31, 2021 was RMB 21 (US$3).

514,572 awards were vested for the year ended December 31, 2021, and the weighted-average grant-date fair value for vested options is US$1.60. As of December 31, 2021, there was nil of total unrecognized share-based compensation expenses.

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)

11. SHARE-BASED PAYMENTS (Continued)

The fair value of awards granted or modified under 2016 Equity Incentive Plan, 2017 Share Incentive Plan, modified 2017 Share Incentive Plan and 2020 Equity Incentive Plan were determined using the binomial option valuation model and Monte Carlo simulation model, respectively, with the assistance from an independent appraiser. The option valuation models required the input of highly subjective assumptions, including the expected share price volatility and the suboptimal early exercise factor. For expected volatilities, the Company has made reference to historical volatilities of several comparable companies. The suboptimal early exercise factor was estimated based on the Company's expectation of exercise behavior of the grantees. The risk-free rate for the period within the contractual life of the Options is based on the market yield of U.S. Treasury Bonds in effect at the time of grant. The estimated fair value of the ordinary shares, was determined with the assistance of an independent third-party appraiser. Subsequent to the IPO, fair value of the ordinary shares is the price of the Company's publicly traded shares. The Company's management is ultimately responsible for the determination of the estimated fair value of its ordinary shares.

The assumptions used to estimate the fair value of awards granted or modified under 2016 Equity Incentive Plan, 2017 Share Incentive Plan, modified 2017 Share Incentive Plan and 2020 Equity Incentive Plan are as follows:

	2016 Equity Incentive Plan For the years ended December 31,		
	2019	2020	2021
Risk-free interest rate	2.41%-3.34%	N/A	N/A
Expected volatility range	53.70%-55.20%	N/A	N/A
Suboptimal exercise factor	2.80	N/A	N/A
Fair value per ordinary share as at valuation date	US$4.11~US$5.37	N/A	N/A

	2017 Share Incentive Plan and Modified 2017 Share Incentive Plan For the years ended December 31,		
	2019	2020	2021
Risk-free interest rate	3.29%	1.65%~1.69%	1.00%~2.30%
Expected volatility range	54.80%	55.10%~55.80%	57.00%~114.50%
Suboptimal exercise factor	2.80	2.80	2.80
Fair value per ordinary share as at valuation date	US$4.94	US$1.99~US$2.69	US$0.25~US$1.60

	2020 Share Incentive Plan and Modified 2020 Share For the years ended December 31,		
	2019	2020	2021
Risk-free interest rate	N/A	1.69%~1.86%	1.00%
Expected volatility range	N/A	55.10%~55.80%	114.50%
Suboptimal exercise factor	N/A	2.80	2.80
Fair value per ordinary share as at valuation date	N/A	US$2.52~US$2.69	US$0.25

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$")
except share and ADS data and per share and per ADS data)**

11. SHARE-BASED PAYMENTS (Continued)

All of the share-based compensation is recognized in the discontinued operations. Total cost of the share-based payments is summarized as follows

	For the years ended December 31,			
	2019	2020	2021	2021
	RMB	RMB	RMB	USD
Cost of revenues	2,617	1,821	(895)	(141)
Selling and marketing expenses	1,016	1,497	(1,124)	(176)
General and administrative expenses	44,256	14,681	11,556	1,813
Total	**47,889**	**17,999**	**9,537**	**1,496**

RISE EDUCATION CAYMAN LTD

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Amounts in thousands of Renminbi ("RMB") and US dollars ("US$") except share and ADS data and per share and per ADS data)

12. ACCUMULATED OTHER COMPREHENSIVE INCOME

	Foreign currency translation adjustments
	RMB
Balance as of January 1, 2019	42,459
Foreign currency translation adjustments, net of tax of nil	(1,542)
Balance as of December 31, 2019	40,917
Foreign currency translation adjustments, net of tax of nil	(1,275)
Balance as of December 31, 2020	39,642
Foreign currency translation adjustments, net of tax of nil	(6,635)
Balance as of December 31, 2021	33,007
	US$
Balance as of December 31, 2021	5,181

There have been no reclassifications out of accumulated other comprehensive income to net income for the periods presented.

13. CONTINGENCIES

Contingencies

From time to time, the Group is also subject to legal proceedings, investigations, and claims incidental to the conduct of its business. The Group is currently not involved in any legal or administrative proceedings that may have a material adverse impact on the Group's business, financial position or results of operations.

14. SUBSEQUENT EVENT

Delisting

On January 11, 2022, the Company was notified by the Nasdaq Listing Qualifications Staff ("Staff") that the Staff had determined to delist the Company's securities unless the Company timely requested a hearing before a Nasdaq Hearings Panel (the "Panel"). The Staff's determination was based upon its conclusion that the Company is a "public shell" as that term is defined in Nasdaq Listing Rule 5101 as the result of the Company's sale of substantially all of its assets on December 30, 2021. On February 17, 2022, the Company's CEO and CFO attended along with its outside counsel, Kirkland & Ellis LLP, and Donohoe Advisory Associates LLC. Drew Chen of Bain Capital Asia ("Bain") attended the hearing. The Company advised that, it began exploring strategic alternatives, including business combinations. On February 8, 2022, the Company executed a definitive agreement with NaaS for an all-share merger. Finally, the Panel has determined to grant the Company's request for an exception until June 30, 2022, to allow it to complete a business combination with NaaS and evidence compliance with all initial listing standards of The Nasdaq Stock Market.

Plan of Merger

On February 8, 2022, the Company and Data Auto Inc. ("NaaS"), a leading operation and technology provider serving China's electric vehicle charging market, executed a definitive Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which the shareholders of NaaS will exchange all of the issued and outstanding share capital of NaaS for newly issued shares of the Company on the terms and conditions set forth therein in a transaction exempt from the registration requirements under the Securities Act of 1933 (the "Transaction"). Upon consummation of the Transaction, NaaS will become a wholly-owned subsidiary of the Company. On April 29, 2022, the Company's extraordinary general meeting of shareholders (the "EGM") was held. At the EGM, shareholders approved, through a special resolution, the transactions contemplated in the Merger Agreement.

Amendment on convertible loan maturity date

On March 28, 2022, the Company signed an amendment agreement of RMB108,334 (US$17,000) convertible loan with Bain Capital Education IV to extend the maturity date to June 30, 2023. As the amendment was made before the issuance of the consolidated financial statements for the year ended December 31, 2021, the convertible loan was presented as non-current liabilities in the consolidated balance sheet as of December 31, 2021.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Dada Auto Inc.

Opinion on the Financial Statements

We have audited the accompanying combined statements of financial position of Dada Auto Inc. (the "Company") and its subsidiaries combined (the "Group") as of December 31, 2021 and 2020, and the related combined statements of loss and other comprehensive loss, changes in equity and cash flows for each of the two years in the period ended December 31, 2021 and 2020, and the related notes (collectively referred to as the "financial statements"). In our opinion, the combined financial statements present fairly, in all material respects, the financial position of the Group as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2021 and 2020, in conformity with the International Financial Reporting Standards as issued by the International Accounting Standards Board.

Basis for Opinion

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

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

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

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the combined financial statements that was communicated or required to be communicated to the board of directors and that: (1) relates to accounts or disclosures that are material to the combined financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the combined financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing separate opinions on the critical audit matter or on the accounts or disclosures to which it relates.

Recognition of revenue generated from online platform

The Group's revenue was significantly contributed from an online platform of electrical vehicles charging solutions for mobility connectivity services to charging station operators, charging stations and charging piles and connects them to end-users. We identified the revenue recognition from online platform as a critical audit matter due to its significance to the combined financial statements. The recognition of such revenue is highly dependent on data flow accuracy of and the IT controls over the online platform.

The Group's revenue generated from online platform is recognized when or as the control of the goods or services is transferred to a customer. The accounting policy for revenue recognition and related performance obligations are disclosed in Note 2.14 and Note 14 to the combined financial statements, respectively.

How the Critical Audit Matter Was Addressed in the Audit:

Our procedures in relation to the recognition of revenue generated from online platform included:

- We have evaluated the appropriateness of the revenue recognition policies as adopted by the management;
- We have obtained an understanding of and assessing the design, implementation and operating effectiveness of key internal control including the information technology general control ("ITGC") and the information technology activity control ("ITAC") which govern such revenue recognition to ensure input and output information were properly recorded;
- We have performed ITGC audit procedures on the Company's IT system and the online platform to ensure that the database is reliable;
- We have engaged IT specialists to assist us in testing the data flow accuracy and the calculation logic relevant to the recognition of revenue;
- We have performed audit procedures that included, among others, testing the clerical accuracy and consistency with IFRS of the accounting model developed by the Company to recognize revenue;
- We have tested the payment receipts against third-party payments platforms and instruments such as Alipay and WeChat.

Based on the procedures performed, we found that the Group's revenue recognition was supported by the evidence obtained.

/s/ Centurion ZD CPA & Co.
Centurion ZD CPA & Co.
We have served as the Company's auditor since 2022
Hong Kong, China
May 30, 2022
PCAOB ID : 2769

DADA AUTO INC.

COMBINED STATEMENTS OF FINANCIAL POSITION

	Note	As of December 31, 2020 RMB'000	2021 RMB'000
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	5	3,665	8,726
Trade receivables	6	—	740
Prepayments, other receivables and other assets	7	44,693	117,498
Total current assets		**48,358**	**126,964**
Non-current assets			
Right-of-use assets	9	19,237	20,554
Financial asset at fair value through profit or loss	10	—	5,000
Property, plant and equipment	11	—	548
Deferred tax assets	18(b)	9	337
Total non-current assets		**19,246**	**26,439**
Total assets		**67,604**	**153,403**
LIABILITIES AND EQUITY			
Current liabilities			
Current lease liabilities	9	4,216	8,061
Trade payables		—	437
Other payables and accruals	12	39,234	107,440
Total current liabilities		**43,450**	**115,938**
Non-current liabilities			
Non-current lease liabilities	9	14,390	12,396
Total non-current liabilities		**14,390**	**12,396**
Total liabilities		**57,840**	**128,334**
EQUITY			
Combined capital	13	— *	— *
Additional paid in capital	13	147,986	415,601
Accumulated losses		(138,222)	(390,532)
Total equity		**9,764**	**25,069**
Total equity and liabilities		**67,604**	**153,403**

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

* Representing amount less than RMB1,000.

DADA AUTO INC.

COMBINED STATEMENTS OF LOSS AND OTHER COMPREHENSIVE LOSS

	Note	Year ended December 31, 2020 RMB'000	2021 RMB'000
Revenues, gross	14	37,206	160,916
Online EV Charging Solutions		36,498	153,246
Offline EV Charging Solutions		565	7,060
Non-Charging Solutions and Other Services		143	610
Incentive to end-users		(31,374)	(143,142)
Revenues, net		**5,832**	**17,774**
Other losses, net	15	**(19)**	**(1,402)**
Operating costs			
Cost of revenues	16	(8,625)	(18,863)
Selling and marketing expenses	16	(47,214)	(183,165)
Administrative expenses	16	(11,755)	(28,458)
Research and development expenses	16	(20,448)	(37,158)
Total operating costs		**(88,042)**	**(267,644)**
Operating loss		**(82,229)**	**(251,272)**
Finance income/(costs), net	17	89	(640)
Net loss before income tax		**(82,140)**	**(251,912)**

Income tax expenses	18	(42)	(398)
Net loss		**(82,182)**	**(252,310)**
Net loss attributable to:			
Equity holders of the Company		(82,182)	(252,310)
		(82,182)	**(252,310)**
Basic and diluted loss per share for loss attributable to the ordinary equity holders of the Company	19		
(Expressed in RMB per share)			
Basic loss per share		(55,906)	(50,462)
Diluted loss per share		(55,906)	(50,462)
Net loss		**(82,182)**	**(252,310)**
Total comprehensive loss		**(82,182)**	**(252,310)**
Total comprehensive loss attributable to:			
Equity holders of the Company		(82,182)	(252,310)
		(82,182)	**(252,310)**

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

DADA AUTO INC.

COMBINED STATEMENTS OF CHANGES IN EQUITY

	Note	Combined capital RMB'000	Additional paid-in capital RMB'000	Accumulated losses RMB'000	Total RMB'000
Balance at January 1, 2020		— *	**79,286**	**(56,040)**	**23,246**
Comprehensive loss					
Loss for the year		—	—	(82,182)	(82,182)
Total comprehensive loss for the year		—	—	**(82,182)**	**(82,182)**
Transactions with equity holders:					
Issuance of ordinary shares		— *	—	—	— *
Contribution from a shareholder	13	—	68,700	—	68,700
Balance at December 31, 2020 and January 1, 2021		— *	**147,986**	**(138,222)**	**9,764**
Comprehensive loss					
Loss for the year		—	—	(252,310)	(252,310)
Total comprehensive loss for the year		—	—	**(252,310)**	**(252,310)**
Transactions with equity holders:					
Contribution from a shareholder	13	—	267,615	—	267,615
Balance at December 31, 2021		— *	**415,601**	**(390,532)**	**25,069**

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

* Representing amount less than RMB1,000.

DADA AUTO INC.

COMBINED STATEMENTS OF CASH FLOWS

	Note	Year ended December 31, 2020 RMB'000	2021 RMB'000
Cash flows from operating activities			
Cash used in operations	20(a)	(63,297)	(250,153)
Interest received		283	118
Net cash used in operating activities		**(63,014)**	**(250,035)**
Cash flows from investing activities			
Purchase of property, plant and equipment		—	(606)
Purchase of financial asset at fair value through profit or loss	10	—	(5,000)
Net cash flows used in investing activities		—	**(5,606)**
Cash flows from financing activities			
Interests paid	9	(189)	(767)
Payments of lease liabilities	9	(3,956)	(6,146)
Contribution from a shareholder	13	68,700	267,615
Net cash flows generated from financing activities		**64,555**	**260,702**
Net increase in cash and cash equivalents		**1,541**	**5,061**
Cash and cash equivalents at the beginning of the financial year		2,124	3,665
Cash and cash equivalents at end of year	5	**3,665**	**8,726**

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

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

1. Corporate information

1.1 General information

Dada Auto Inc. (the "Company") was incorporated in the Cayman Islands on July 15, 2019 as an exempted company with limited liability.

The Company is a holding company. Since May 2022, upon the Reorganization, the Company and its subsidiaries comprised the Group, see Note 1.2 for details. The Company has not commenced any business or operation till December 31, 2021, since its incorporation other than the Reorganization.

The "Group", which means (i) prior to the completion of the Reorganization, subsidiaries of Newlinks Technology Limited ("Newlink") that provided electrical vehicle ("EV") charging services in China, and (ii) upon and after the completion of the Reorganization, the Company and its subsidiaries that provides the multiple kinds of services to EV charging stations operators (the "Listing Business").

1.2 History and reorganization of the Group

The EV charging services were launched in 2019 through Chezhubang (Beijing) Technology Co., Ltd. ("Chezhubang Technology"), and its subsidiaries Beijing Chezhubang New Energy Technology Co., Ltd. ("Beijing Chezhubang") and Kuaidian Power (Beijing) New Energy Technology Co., Ltd. ("Kuaidian Power Beijing"), which were established by Chezhubang Technology in July 2018 and August 2019, respectively. Chezhubang Technology was controlled by Newlink. Kuaidian Power Beijing subsequently acquired Shaanxi Kuaidian Mobility Technology Co., Ltd. ("Shaanxi Kuaidian") in May 2020. The consideration was immaterial, because no substantial operation was conducted by Shaanxi Kuaidian when acquired.

In July 2019, Dada Auto Inc. was established in the Cayman Islands as the holding company to facilitate the Group's offshore financing.

In September 2020, Kuaidian Power Beijing established a wholly-owned subsidiary, Zhidian Youtong Technology Co., Ltd. ("Zhidian Youtong").

In February 2021, Cosmo Light (Beijing) New Energy Technology Co., Ltd. ("Cosmo Light") was established. In April 2021, Xixian New District Constant Energy Joint New Energy Automobile Co., Ltd. ("XXND Automobile") and Qingdao Hill Matrix New Energy Technology Co., Ltd. ("QHM New Energy") were established. Ownership interests in Cosmo Light was held by Shandong Cosmo Light Co., Ltd, and XXND Automobile and QHM New Energy were held by Zhejiang Huzhou Matrix Co., Ltd. In September 2021, Beijing Chezhubang acquired 100% of the ownership interest in Shaanxi Kuaidian.

In early 2022, the Company entered into a series of transactions to restructure its organization and its EV charging service business (the "Reorganization"). In connection with the Reorganization, various intermediate holding companies were established, including Fleetin HK Limited in March 2020. Fleetin HK Limited further established Zhejiang Anji Intelligent Electronics Holding Co., Ltd. ("Anji Zhidian"), a wholly-owned subsidiary in China, in December 2021.

As part of the Reorganization, Anji Zhidian acquired 100% of the ownership interest in Beijing Chezhubang from Chezhubang Technology, and Beijing Chezhubang in turn acquired 100% of the ownership interest in Zhidian Youtong. In conjunction therewith the Company acquired: (a) 100% equity interests in Cosmo Light through Shandong Cosmo Light Limited in March 2022, and (b) 100% equity interests in QHM New Energy through Zhejiang Huzhou Hill Matrix Limited in March 2022, and (c) 80% equity interests in XXND Automobile through Zhejiang Huzhou Hill Matrix Limited in March 2022. Anji Zhidian also acquired 100% of the equity interests in Kuaidian Power Beijing as part of the Reorganization in April 2022.

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

1. Corporate information (Continued)

1.3 Subsidiaries

The Company's major subsidiaries as at December 31, 2021 are set out below. The country of incorporation or registration is also their principal place of business.

Name of entity	Place of incorporated	Date of incorporation/ establishment	Effective interest held upon completion of reorganization	Principal activities
Subsidiaries				
Kuaidian Power (Beijing) New Energy Technology Co., Ltd.	Beijing, China	August 20, 2019	100%	Online EV Charging Solutions, Non-Charging Solutions and Other Services
Beijing Chezhubang New Energy Technology Co., Ltd.	Beijing, China	July 18, 2018	100%	Online EV Charging Solutions
Zhidian Youtong Technology Co., Ltd.	Shandong, China	September 27, 2020	100%	Offline EV Charging Solutions
Shaanxi Kuaidian Mobility Technology Co., Ltd.	Shaanxi, China	May 29, 2018	100%	Offline EV Charging Solutions
Qingdao Hill Matrix New Energy Technology Co., Ltd.	Shandong, China	April 26, 2021	100%	Offline EV Charging Solutions

Cosmo Light (Beijing) New Energy Technology Co., Ltd.	Beijing, China	February 22, 2021	100%	Online EV Charging Solutions

1.4 Basis of presentation

Immediately prior to and after the Reorganization, the Listing Business was carried out by Newlinks Technology Limited and its subsidiaries. Pursuant to the Reorganization, the Listing Business is controlled by the Company, through direct equity holding. The Company and those companies newly set up during the Reorganization have not been involved in any other business prior to the Reorganization and their operations do not meet the definition of a business. The Reorganization is merely a reorganization of the Listing Business and does not result in any changes in business substance, nor in any management or owners of the Listing Business. Accordingly, the Group resulting from the Reorganization is regarded as a continuation of the Listing Business and the financial information of the companies now comprising the Group is presented using the carrying value of the Listing Business for all periods presented.

Intercompany transactions, balances and unrealized gains/losses on transactions between companies now comprising the Group are eliminated on combination.

2. Summary of significant accounting policies

The principal accounting policies applied in the preparation of these combined financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

2.1 Basis of preparation

The combined financial statements of the Group have been prepared in accordance with the International Financial Reporting Standards("IFRSs") as issued by International Accounting Standards Board ("IASB"). The combined financial statements have been prepared under the historical cost convention, as modified by the revaluation of financial asset at fair value through profit or loss which is carried at fair value.

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

2. Summary of significant accounting policies (Continued)

2.1 Basis of preparation (Continued)

The combined financial statements of the Group were authorized for issue in accordance with a resolution of the directors passed on May 30, 2022.

The combined financial statements are prepared on a going concern basis. See Note 2.2 for details.

The preparation of financial statements in conformity with IFRSs requires the use of certain critical accounting estimates. It also requires management to exercise its judgement in the process of applying the Group's accounting policies. The areas involving a higher degree of judgement or complexity, or areas where assumptions and estimates are significant to the combined financial statements are disclosed in Note 4.

2.1.1 New and amendments to the accounting standards adopted and recent accounting pronouncements

(a) Amendments to the accounting standards adopted

All effective standards, amendments to standards and interpretations, which are mandatory for the financial year beginning on January 1, 2020, are consistently applied to the Group for the years ended December 31, 2020 and 2021. The adoption of these amendments does not have any significant impact on the combined financial statements of the Group.

(b) New standards and interpretations not yet adopted

Standards, amendments and interpretations that have been issued but not yet effective and not been early adopted by the Group during the years ended December 31, 2020 and 2021 are as follows:

Standards and amendments	Effective for annual periods beginning on or after
IAS 16 (Amendment) 'Property, plant and equipment – proceeds before intended use'	January 1, 2022
IAS 37 (Amendment) 'Onerous contracts – cost of fulfilling a contract'	January 1, 2022
IFRS 3 (Amendment) 'Reference to the conceptual Framework'	January 1, 2022
Annual Improvements to IFRS Standards 2018-2020	January 1, 2022
IFRS 17 Insurance Contracts	January 1, 2023
IFRS 17 (Amendment) Insurance Contracts	January 1, 2023
IAS 1 (Amendment) 'Classification of liabilities as current or non-current'	January 1, 2023
IAS 1 and IFRS Practice Statement 2 (Amendment) - Disclosure of Accounting Policies	January 1, 2023
IAS 8 (Amendment) - Definition of Accounting Estimates	January 1, 2023
Amendments to IFRS 4 - Extension of the Temporary Exemption from Applying IFRS 9	January 1, 2023
Amendments to IAS 12 - Deferred Tax related to Assets and Liabilities arising from a Single Transaction Tax	January 1, 2023
Amendment to IFRS 10 and IAS 28 regarding sales or contribution assets between an investor and its associate or joint venture	To be determined

The Company anticipates that the application of the above new standard, amendments and annual improvements will have no material impact on the Group's combined financial statements in the foreseeable future.

Table of Contents

2. Summary of significant accounting policies (Continued)

2.2 Going concern basis

The Group incurred net losses of RMB82.2 million and RMB252.3 million for the years ended December 31, 2020 and 2021, respectively. Net cash used in operating activities was RMB63.0 million, and RMB250.0 million for the years ended December 31, 2020 and 2021, respectively. The Group assesses its liquidity by its ability to generate cash from operating activities and attract additional capital and/or finance funding.

In January 2022, the Group raised funding through issuing convertible redeemable preference shares, with a total cash consideration of US$87.3 million (RMB556.3 million), and the Group expects that its existing cash and cash equivalents will be sufficient to fund its operations and meet all of its obligations as they fall due for at least twelve months from the date of issuance of financial statements. The Group's ability to continue as a going concern is dependent on management's ability to successfully execute its business plan, which includes increasing revenues while controlling operating expenses, as well as, generating operational cash flows and continuing to gain support from outside sources of financing. Based on the above considerations, the Group believes that funds from the equity financing will be sufficient to meet the cash requirements to fund planned operations and other commitments for at least the next twelve months. The Group's combined financial statements have been prepared on a going concern basis, which contemplates the realization of assets and liquidation of liabilities in the normal course of business.

2.3 Subsidiaries and non-controlling interests

Subsidiaries are all entities over which the Group has control. The Group controls an entity when the Group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity. Subsidiaries are fully consolidated from the date on which control is transferred to the Group. They are deconsolidated from the date that control ceases.

Intercompany transactions, balances and unrealised gains on transactions between Group companies are eliminated. Unrealised losses are also eliminated unless the transaction provides evidence of an impairment of the transferred asset. Accounting policies of subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Group.

Non-controlling interests in the results and equity of subsidiaries are shown separately in the combined statements of loss and other comprehensive loss, combined statements of financial position, and combined statements of changes in equity, respectively. During the years ended December 31, 2020 and 2021, the net loss attributable to non-controlling interests were nil, respectively.

Entities acquired under common control or transactions accounted for in a manner similar to a pooling-of-interests (for example, a reorganization of entities under common control) are accounted under the "book value" accounting, where the Company recognizes the assets acquired and liabilities assumed using the book values of the transferor. When the combined financial statements are issued for a period that includes the date the common control transaction occurred, the Company's combined financial statements of all prior periods are retrospectively revised to the earliest date presented.

2.4 Segment reporting

Operating segments are reported in a manner consistent with the internal reporting provided to the chief operating decision-maker ("CODM"). The CODM, who is responsible for allocating resources and assessing performance of the operating segments and making strategic decisions, has been identified as the Chief Executive Officer of the Group, who reviews the consolidated results of operations when making decisions about allocating resources and assessing performance of the Group as a whole.

For the purpose of internal reporting and management's operation review, the CODM and management personnel do not segregate the Group's business by product or service lines. Hence, the Group has only one operating segment. In addition, the Group does not distinguish between markets or segments for the purpose of internal reporting. As the Group's assets and liabilities are substantially located in the PRC, substantially all revenues are earned and substantially all expenses are incurred in the PRC, no geographical segments are presented.

2.5 Foreign currency translation

(a) Functional and presentation currency

Items included in the financial information of each of the Group's entities are measured using the currency of the primary economic environment in which the entity operates (the "functional currency"). The functional currency of the Company and its overseas subsidiaries is USD. The functional currency of subsidiaries in the Group incorporated in the PRC, is the Renminbi ("RMB"). The Group presents its combined financial statements in RMB, unless otherwise stated.

Table of Contents

2. Summary of significant accounting policies (Continued)

2.5 Foreign currency translation (Continued)

(b) Group companies

The results and financial position of all the Group entities (none of which has the currency of a hyper-inflationary economy) that have a functional currency different from the presentation currency are translated into the presentation currency as follows:

(i) assets and liabilities for each statement of financial position presented are translated at the closing rate at the date of reporting period ended.

(ii) income and expenses for each income statement are translated at average exchange rates (unless this average is not a reasonable approximation of the cumulative effect of rates prevailing on the transaction dates, in which case income and expenses are translated at the rate on the dates of the transactions); and

(iii) all resulting currency translation differences are recognised in other comprehensive income or loss.

During years ended December 31, 2020 and 2021, there were no translation difference recognized for there was no overseas transactions led to translation differences.

2.6 Property, plant and equipment

All property, plant and equipment are stated at historical cost less accumulated depreciation and accumulated impairment losses (if any). Historical cost includes expenditures that are directly attributable to the acquisition of the items.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Group and the cost of the item can be measured reliably. The carrying amount of the replaced part is derecognised. All other repairs and maintenance are charged to profit or loss during the financial period in which they are incurred.

Depreciation is calculated using the straight-line method to allocate their cost amounts, net of their residual values, over their estimated useful lives, as follows:

– Electronic equipment	5 years

The asset's residual values and useful lives are reviewed, and adjusted of appropriate at the end of each reporting period.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with carrying amount, and are recognized in "Other losses, net" in the combined statement of loss and other comprehensive loss. During the years ended December 31, 2020 and 2021, no such disposal occurred.

2.7 Investments and other financial assets

(a) Classification

The Group classifies its financial assets in the following measurement categories:

- those to be measured subsequently at fair value (either through other comprehensive income or through profit or loss), and,
- those to be measured at amortised cost.

The classification depends on the entity's business model for managing the financial assets and the contractual terms of the cash flows.

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

2. Summary of significant accounting policies (Continued)

2.7 Investments and other financial assets (Continued)

For assets measured at fair value, gains and losses will either be recorded in profit or loss or other comprehensive income ("OCI"). For investments in equity instruments that are not held for trading, this will depend on whether the Group has made an irrevocable election at the time of initial recognition to account for the equity investment at fair value through other comprehensive income ("FVOCI").

(b) Recognition and derecognition

Regular way purchases and sales of financial assets are recognised on trade-date, the date on which the Group commits to purchase or sell the asset.

The Group derecognises a financial asset, if the part being considered for derecognition meets one of the following conditions: (i) the contractual rights to receive the cash flows of the financial asset expire; (ii) the contractual rights to receive the cash flows and substantially all the risks and rewards of ownership of the financial asset have been transferred; or (iii) the Group retains the contractual rights to receive the cash flows of the financial asset, but assumes a contractual obligation to pay the cash flows to the eventual recipient in an agreement that meets all the conditions of derecognition of transfer of cash flows ("pass through" requirements) and substantially all the risks and rewards of ownership of the financial asset have been transferred.

Where a transfer of a financial asset in its entirety meets the criteria for derecognition, the difference between the two amounts below is recognised in profit or loss or retained earnings:

- the carrying amount of the financial asset transferred; and
- the sum of the consideration received from the transfer and any cumulative gains or losses that has been recognised directly in equity.

(c) Measurement

At initial recognition, the Group measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss ("FVPL"), transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial asset carried at FVPL are expensed in profit or loss.

Equity instruments

The Group subsequently measures all equity investments at fair value. Where the Group's management has elected to present fair value gains and losses on equity investments in OCI, there is no subsequent reclassification of fair value gains and losses to profit or loss following the derecognition of the investment. Dividends from such investments continue to be recognised in profit or loss as other income when the Group's right to receive payments is established.

Changes in the fair value of financial asset at FVPL are recognized in profit or loss and presented within other losses in the statement of loss as applicable. Impairment losses (and reversal of impairment losses) on equity investments measured at FVOCI are not reported separately from other changes in fair value.

(d) Impairment

The Group assesses on a forward-looking basis the expected credit losses ("ECL") associated with its debt instruments carried at amortised cost and FVOCI. The impairment methodology applied depends on whether there has been a significant increase in credit risk.

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

2. Summary of significant accounting policies (Continued)

2.8 Trade receivables and other receivables

Trade receivables are amounts due from customers for goods sold or services performed in the ordinary course of business. Majority of other receivables and prepayments are from online EV charging solutions services. They are generally due for settlement within one year (or in the normal operating cycle of the business if longer) and therefore all classified as current.

Trade receivables and other receivables are recognized initially at the amount of consideration that is unconditional unless they contain significant financing components, when they are recognized at fair value. The Group holds the trade receivables and other receivables with the objective of collecting the contractual cash flows and therefore measures them subsequently at amortized cost using the effective interest method. See Note 7 for further information about other receivables and Note 3.1 for a description of the Group's financial risk.

Impairment on trade receivables and other receivables is measured as either 12-month expected credit losses or lifetime expected credit losses, depending on whether there has been a significant increase in credit risk since initial recognition. If a significant increase in credit risk of a deposit or receivable has occurred since initial recognition, the impairment is measured as lifetime expected credit losses. See Note 3.1 for details.

2.9 Cash and cash equivalents

For the purpose of presentation in the combined statements of cash flows, cash and cash equivalents includes cash on hand, cash at bank, and deposits held at licensed payment platforms that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value, having been within three months of maturity at acquisition.

2.10 Share capital

Ordinary shares are classified as equity. Incremental costs directly attributable to the issuance of new shares are shown in equity as a deduction, net of tax, from the proceeds.

2.11 Trade and other payables

Trade and other payables represent liabilities for goods and services provided to the Group prior to the end of financial year which are unpaid. These amounts are presented as current liabilities unless payment is not due within 12 months after the reporting period. They are recognised initially at their fair value and subsequently measured at amortized cost using the effective interest method.

2.12 Current and deferred income tax

The income tax expense or credit for the period is the tax payable on the current period's taxable income based on the applicable income tax rate for each jurisdiction adjusted by changes in deferred tax assets and liabilities attributable to temporary differences and to unused tax losses.

(a) Current income tax

The current income tax charge is calculated on the basis of the tax laws enacted or substantively enacted at the end of the reporting period in the countries where the Company's subsidiaries and associates operate and generate taxable income. Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions where appropriate on the basis of amounts expected to be paid to the tax authorities.

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

2. Summary of significant accounting policies (Continued)

2.12 Current and deferred income tax (Continued)

(b) Deferred income tax

Deferred income tax is recognized, using the liability method, on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the combined financial statements. However, the deferred income tax is not accounted for if it arises from initial recognition of an asset or liability in a transaction other than a business combination that at the time of the transaction affects neither accounting nor taxable profit or loss. Deferred income tax is determined using tax rates (and laws) that have been enacted or substantively enacted by the statement of financial position date and are expected to apply when the related deferred income tax asset is realized or the deferred income tax liability is settled.

Deferred tax assets are recognized only to the extent that it is probable that future taxable profit will be available against which the temporary differences can be utilized.

(c) Offsetting

Deferred tax assets and liabilities are offset where there is a legally enforceable right to offset current income tax assets and liabilities and when the deferred tax balances relate to the same taxation authority. Current tax assets and tax liabilities are offset where the entity has a legally enforceable right to offset and intends either to settle on a net basis, or to realize the asset and settle the liability simultaneously.

(d) Uncertain tax positions

In determining the amount of current and deferred income tax, the Group takes into account the impact of uncertain tax positions and whether additional taxes, interest or penalties may be due. This assessment relies on estimates and assumptions and may involve a series of judgments about future events. New information may become available that causes the Group to change its judgment regarding the adequacy of existing tax liabilities. Such changes to tax liabilities will impact tax expense in the period that such a determination is made.

2.13 Employee benefits

(a) Short-term obligations

Liabilities for wages and salaries, including non-monetary benefits and accumulating sick leave that are expected to be settled wholly within 12 months after the end of the period in which the employees render the related service are recognized in respect of employees' services up to the end of the reporting period and are measured at the amounts expected to be paid when the liabilities are settled. The liabilities are presented as current employee benefit obligations in the statement of financial position.

(b) Post-employment obligations

The Group has a defined contribution plan in which the Group pays fixed contributions to publicly administered pension insurance plans on a mandatory basis. The Group has no further payment obligations once the contributions have been paid. The contributions are recognised as employee benefit expenses when they are due.

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

2. Summary of significant accounting policies (Continued)

2.13 Employee benefits (Continued)

(c) Housing funds, medical insurances and other social insurances

Employees of the Group in the PRC are entitled to participate in various government-supervised housing funds, medical insurances and other social insurances plan. The Group contributes on a monthly basis to these funds based on certain percentages of the salaries of the employees, subject to certain ceiling. The Group's liability in respect of these funds is limited to the contributions payable in each year. Contributions to the housing funds, medical insurances and other social insurances are expensed as incurred.

(d) Bonus plan

The expected cost of bonuses is recognized as a liability when the Group has a present legal or constructive obligation for payment of bonus as a result of services rendered by employees and a reliable estimate of the obligation can be made. Liabilities for bonus plans are expected to be settled within 1 year and are measured at the amounts expected to be paid when they are settled.

2.14 Revenue recognition

Revenue is measured at the fair value of the consideration received or receivable for the sales of goods or services in the ordinary course of the Group's activities.

When another party is involved in providing goods or services to a customer, the Group determines whether the nature of its promise is a performance obligation to provide the specified goods or services itself (i.e., the Group is a principal) or to arrange for those goods or services to be provided by the other party (i.e., the Group is an agent).

The Group is a principal if it controls the specified goods or services before those goods or services are transferred to a customer.

The Group is an agent if its performance obligation is to arrange for the provision of the specified goods or services by another party. In this case, the Group does not control the specified goods or services provided by another party before those goods or services are transferred to the customer. When the Group acts as an agent, it recognises revenue in the amount of any fee or commission to which it expects to be entitled in exchange for arranging for the specified goods or services to be provided by the other party.

Revenue is recognized when or as the control of the goods or services is transferred to a customer. Depending on the terms of the contract and the laws that apply to the contract, control of the goods and services may be transferred over time or at a point in time.

Control of the goods and services is transferred over time if the Group's performance:

i. provides all of the benefits received and consumed simultaneously by the customer;

ii. creates and enhances an asset that the customer controls as the Group performs; or

iii. does not create an asset with an alternative use to the Group and the Group has an enforceable right to payment for performance completed to date.

If control of the goods or services transfers over time, revenue is recognized over the period of the contract by reference to the progress towards complete satisfaction of that performance obligation. Otherwise, revenue is recognized at a point in time when the customer obtains control of the goods and services.

Table of Contents

2. Summary of significant accounting policies (Continued)

2.14 Revenue recognition (Continued)

2.14.1 The accounting policy for the Group's principal revenue sources

Online EV charging solutions

The Group offers effective mobility connectivity services by a platform to connect charging station operators and end-users to facilitate the completion of successful EV charging. The performance obligations for the Group is to present the charging stations and charging piles on the platform, and provide such information for end-users who visit the platform, they could select charging stations and charging piles on their own. Upon the completion of an EV charging order, the Group recognises the service income charged to operators and end-users. The Group provides services to both charging station operators and end-users according to agreements, and the Group performs its obligations for both parties during one transaction, both charging stations and end-users are regarded as the customers of platform services.

The Group has determined that it acts as an agent in the online EV charging solutions services as (i) the Group does not obtain control of the services prior to its transfer to the end-user; (ii) the Group does not direct charging stations to perform the service on the Group's behalf, (iii) the Group is not primarily responsible for charging services provided to end-users, nor do the Group has inventory risk related to these services, and (iv) the Group facilitates setting the price for charging services, however, charging stations and end-users have the ultimate discretion in accepting the transaction price and this indicator alone does not result in controlling the services provided to end-users.

The Group pays to the charging station operators in advance before the delivery of service and records it as prepayment as it could be returned. In some cases, the Group may settle afterwards and the balance owed to operators is recorded as other payable. Besides that, the Group also provides other online solutions, such as software as a service ("SaaS") to charging stations to improve the digitalization and the management of them.

Offline EV charging solutions

The Group offers offline services to charging station operators related to their operations, including operation of EV charging station, hardware procurement, electricity procurement.

In case the Group leases certain EV charging stations and operates the EV charging stations on its own discretion, the Group has determined that it acts as a principal in the services as the Group is primarily responsible for providing the EV charging service to EV drivers. The Group provides charging services based on orders from its own platform as well as other third-party's platforms. Also, the Group has full discretion in establishing service fee rates for the charging services to customers. EV charging fee includes electricity bills and charging service fees. EV charging service fees received/receivable by the Group under such instances are recognised as revenue on a gross basis when the service is rendered. The electricity bills received will be remitted to the electricity providers and are recorded to deduct prepayment to the electricity providers.

For the hardware procurement services, the Group procures charger piles at bulk purchase prices from charger manufacturers and re-sells these charger piles to charging station operators at discounted prices. The Group has the discretion on prices, but the Group does not control the hardware during the transactions since the orders are on demand basis to the charger manufacturers. For the electricity procurement, the Group negotiates with State Grid for favourable prices, and charges charging station operators for a take rate on the procurement value, while the Group does not control the electricity before the service delivered. Therefore, the Group recognizes revenue of hardware procurement and electricity procurement on a net basis upon the completion of the transactions.

Non-charging solutions and other services

The Group provides charging station operators with additional retail services and other amenities and ancillary services. The Group charges commission fees based on the value of the facility and the merchandise supplied to charging station operators. Revenues for such services are recognized when the Group satisfies the performance obligations under the service contracts.

Table of Contents

2. Summary of significant accounting policies (Continued)

2.14 Revenue recognition (Continued)

2.14.2 Contract balances

When either party to a contract has performed, the Group presents the contract in the statement of financial position as a contract asset or a contract liability, depending on the relationship between the entity's performance and the customer's payment.

A contract asset is the Group's right to consideration in exchange for goods and services that the Group has transferred to a customer. A receivable is recorded when the Group has an unconditional right to consideration. A right to consideration is unconditional if only the passage of time is required before payment of that consideration is due.

If a customer pays consideration or the Group has a right to an amount of consideration that is unconditional, before the Group transfers a good or service to the customer, the Group presents the contract liability when the payment is made or a receivable is recorded (whichever is earlier). A contract liability is the Group's obligation to transfer goods or services to a customer for which the Group has received consideration (or an amount of consideration is due) from the customer.

2.14.3 Incentives

The Group offers discounts and promotions to end-users to encourage use of the platform in online EV charging solutions business. The Group records such incentives to end-users as reduction of revenue, to the extent of the revenue collected from the customers. In certain transactions, the incentives offered to the end-users exceed the revenue generated from the same transaction. The excess payment is presented as selling and marketing expense instead of negative revenue, as the payment does not relate to any other contracts (including past contracts or anticipated future contracts) with the customers.

2.15 Cost of revenue

Cost of revenues mainly consists of value-added tax ("VAT") surcharges, depreciation of right-of-use assets, payment processing cost, employee benefit expenses and others.

2.16 Selling and marketing expenses

Selling and marketing expenses mainly consist of expenses of certain discounts and promotions to end-users, salaries for sales and marketing personnel, and advertising expenses for branding and acquiring end-users for charging services. Advertising costs are expensed when the service is received.

In connection with the online EV charging solutions, the Group offers discounts and promotions to end-users to encourage use of the platform. Accordingly, the Group records the cost of these discounts and promotions as a reduction of revenue on a transaction-by-transaction basis at the time the transaction is completed. In certain transactions, the incentives offered to the end-users exceed the revenue generated from the customers for the same transaction. The excess part is presented as an expense instead of negative revenue, as it does not relate to any other contracts (including past contracts or anticipated future contracts) with the customers.

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

2. Summary of significant accounting policies (Continued)

2.17 Administrative expenses

Administrative expenses mainly consist of salaries and benefits for management and administrative personnel, rental and related expenses, professional fees and other general corporate expenses.

2.18 Research and development expenses

Research and development expenses mainly consist of salaries and benefits as well as related expenses by research and development team. All research and development costs are expensed as incurred.

2.19 Income tax

Income tax for each year comprises current tax and movements in deferred tax assets and liabilities. Current tax and movements in deferred tax assets and liabilities are recognized in profit or loss except to the extent that they relate to items recognized in other comprehensive income or directly in equity, in which case the relevant amounts of tax are recognized in other comprehensive income or directly in equity, respectively.

Current tax is the expected tax payable on the taxable income for the year, using tax rates enacted or substantively enacted at the end of the reporting year, and any adjustment to tax payable in respect of previous years. Deferred tax assets and liabilities arise from deductible and taxable temporary differences respectively, being the differences between the carrying amounts of assets and liabilities for financial reporting purposes and their tax bases.

2.20 Provisions and contingent liabilities

Provisions are recognized for other liabilities of uncertain timing or amount when the Company has a legal or constructive obligation arising as a result of past event, it is probable that an outflow of economic benefits will be required to settle the obligation and a reliable estimate can be made. Where the time value of money is material, provisions are stated at the present value of the expenditure expected to settle the obligation.

Where it is not probable that an outflow of resources will be required, or the amount cannot be estimated reliably, the obligation is disclosed as a contingent liability, unless the probability of outflow of resources is remote. Possible obligations, whose existence will only be confirmed by the occurrence or non-occurrence of one or more future events are also disclosed as contingent liabilities unless the probability of outflow of resources is remote.

2.21 Loss per share

(a) Basic earnings per share

Basic loss per share is calculated by dividing:

- the loss attributable to equity holders of the Company, excluding any costs of servicing equity other than ordinary shares; and
- by the weighted average number of ordinary shares outstanding during the financial year, adjusted for bonus elements in ordinary shares issued during the year/period and excluding treasury shares.

(b) Diluted earnings per share

Diluted loss per share adjusts the figures used in the determination of basic loss per share to take into account:

- the after-income tax effect of interest and other financing costs associated with dilutive potential ordinary shares; and
- the weighted average number of additional ordinary shares that would have been outstanding assuming the conversion of all dilutive potential ordinary shares.

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

2. Summary of significant accounting policies (Continued)

2.22 Leases

The Group, as a lessee, leases office buildings and charging stations. Lease contracts are typically made for fixed periods of two years to five years. Lease is recognised as a right-of-use asset and a corresponding lease liability at the date at which the leased asset is available for use by the Group.

Contracts may contain both lease and non-lease components. The Group allocates the consideration in the contract to the lease and non-lease components based on their relative stand-alone prices. Lease terms are negotiated on an individual basis and contain a wide range of different terms and

conditions. The lease agreements do not impose any covenants other than the security interests in the leased assets that are held by the lessor. Leased assets may not be used as security for borrowing purposes.

Assets and liabilities arising from a lease are initially measured on a present value basis. Lease liabilities include the net present value of the fixed payments (including in-substance fixed payments). Lease payments to be made under reasonably certain extension options are also included in the measurement of the liability.

The lease payments are discounted using the interest rate implicit in the lease. The Group uses the incremental borrowing rate, for the implicit rate cannot be readily determined, which is the rate that the Group would have to pay to borrow the funds necessary to obtain an asset of similar value to the right-of-use assets in a similar economic environment with similar terms, security and conditions.

Lease payments are allocated between principal and finance cost. The finance cost is charged to profit or loss over the lease period so as to produce a constant periodic rate of interest on the remaining balance of the liability for each period.

Right-of-use assets are measured at cost comprising the following:

- the amount of the initial measurement of lease liabilities;
- any lease payments made at or before the commencement date less any lease incentives received;
- any initial direct costs; and
- restoration costs.

Right-of-use assets are generally depreciated over the shorter of the asset's useful life and the lease term on a straight-line basis. If the Group is reasonably certain to exercise a purchase option, the right-of-use assets is depreciated over the underlying asset's useful life.

Payments associated with short-term leases of equipment and office buildings are recognised on a straight-line basis as an expense in profit or loss. Short-term leases are leases with a lease term of 12 months or less without a purchase option.

2.23 Finance income/(costs), net

Finance income/(costs), net mainly consists of finance costs related to operating lease, and interest income from bank deposits.

3. Financial risk management

3.1 Financial risk factors

The Group's activities expose it to a variety of financial risks: market risk, liquidity risk and credit risk. The Group's overall risk management program focuses on the unpredictability of financial markets and seeks to minimize potential adverse effects on the Group's financial performance. Risk management is carried out by the senior management of the Group.

(a) Market risk

(i) Foreign exchange risk

Foreign exchange risk primarily arises from recognised assets and liabilities denominated in a currency other than the functional currency of the Group's subsidiaries. The Group manages its foreign exchange risk by performing regular reviews of the Group's net foreign exchange exposures and tries to minimize non-functional currency transactions.

3. Financial risk management (Continued)

3.1 Financial risk factors (Continued)

The Group operates mainly in the PRC with most of the transactions settled in RMB. Management considers that the business is not exposed to significant foreign exchange risk as there are no significant assets or liabilities of the Group are denominated in the currencies other than the respective functional currencies of the Group's entities.

(b) Liquidity risk

The Group intends to maintain sufficient cash and cash equivalents. Due to the dynamic nature of the underlying business, the policy of the Group is to regularly monitor the Group's liquidity risk and to maintain adequate liquid assets such as cash and cash equivalents, or to retain adequate financing arrangements to meet the Group's liquidity requirements.

The Group expects that its existing cash and cash equivalents will be sufficient to fund its operations and meet all of its obligations as they fall due for at least twelve months from the date of issuance of financial statements. The Group raised funding through convertible redeemable preference shares on January 14 and January 26, 2022, with a total cash consideration of US$87.3 million (RMB556.3 million). See Note 2.2 for details related to going concern bases.

The table below analyses the Group's non-derivative financial liabilities into relevant maturity grouping based on the remaining period at each statement of financial position date to the contractual maturity date. The amounts disclosed in the table has been drawn up based on the undiscounted cash flows of

financial liabilities based on the earliest date on which the Group can be required to pay.

	Less than 1 year RMB'000	Between 1 and 2 years RMB'000	Between 2 and 5 years RMB'000	Total RMB'000	Carrying amount RMB'000
At December 31, 2020					
Other payables and accruals (excluding Employee benefit payables and taxes payables)	14,580	—	—	14,580	14,580
Lease liabilities	5,005	4,117	11,321	20,443	18,606
	19,585	4,117	11,321	35,023	33,186
At December 31, 2021					
Trade payables	437	—	—	437	437
Other payables and accruals (excluding Employee benefit payables and taxes payables)	52,009	—	—	52,009	52,009
Lease liabilities	8,265	6,191	7,204	21,660	20,457
	60,711	6,191	7,204	74,106	72,903

(c) Credit risk

Credit risk arises from cash and cash equivalents, trade receivables and other receivables. The carrying amount of each class of the above financial asset represents the Group's maximum exposure to credit risk in relation to the corresponding class of financial asset.

Credit risk is managed on group basis. Finance team is responsible for managing and analysing the credit risk for each of their new clients before standard payment and delivery terms and conditions are offered. The Group assesses the credit quality of its customers and other debtors by taking into account various factors including their financial position, past experience and other factors. There is no material balances of trade receivables as of December 31, 2020 and 2021.

Cash and cash equivalents are mainly placed with state-owned financial institutions in the PRC. There has been no recent history of default in relation to these financial institutions.

For other receivables, an impairment analysis is performed at each financial position date using a provision matrix to measure expected credit losses. The provision rates are based on days past due for groupings of various customer segments with similar loss patterns. The calculation reflects the probability-weighted outcome, the time value of money and reasonable and supportable information that is available at the financial position date about past events, current conditions and forecasts of future economic conditions. For the year ended December 31, 2020 and 2021, expected credit loss on other receivables are RMB 56 thousand and RMB 1.47 million, respectively.

Table of Contents

3. Financial risk management (Continued)

3.2 Capital management

The Group's objectives when managing capital are to safeguard the Group's ability to continue as a going concern in order to provide returns for shareholders and benefits for other stakeholders and to maintain an optimal capital structure to enhance shareholders' value in the long-term.

The Group monitors capital (including share capital, additional paid in capital and other reserves) by regularly reviewing the capital structure. As part of this review, the Group may adjust the amount of dividends paid to shareholders, return capital to shareholders, issue new shares or sell assets to reduce debt. In January 2022, the Group raised funding through issuing convertible redeemable preference shares, for a total cash consideration of US$87.3 million (RMB556.3 million). Given to the improvement on net debt position, it is considered that the capital risk of the Group is not significant.

This section sets out an analysis of net debt and the movements in the debt for each of the period presented.

	Year ended December 31,	
	2020 RMB'000	2021 RMB'000
Lease liabilities – repayable within one year	(4,216)	(8,061)
Lease liabilities – repayable after one year	(14,390)	(12,396)
Cash and cash equivalents	3,665	8,726
Net debt	(14,941)	(11,731)

	Cash and cash equivalents RMB'000	Lease liabilities RMB'000	Total RMB'000
Net debt as at January 1, 2020	2,124	(3,741)	(1,617)
Cash flows	1,541	4,145	5,686
Lease	—	(19,010)	(19,010)
Net debt as at December 31, 2020	3,665	(18,606)	(14,941)
Cash flows	5,061	6,913	11,974
Lease	—	(8,764)	(8,764)

Net debt as at December 31, 2021	8,726	(20,457)	(11,731)

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

3. Financial risk management (Continued)

3.3 Fair value estimation

The table below analyses the Group's financial instruments carried at fair value as of each statement of financial position date, by level of the inputs to valuation techniques used to measure fair value. Such inputs are categorized into three levels within a fair value hierarchy as follows:

(1) Quoted prices (unadjusted) in active markets for identical assets or liabilities (level 1);

(2) Inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly (that is, as prices) or indirectly (that is, derived from prices) (level 2); and

(3) Inputs for the asset or liability that are not based on observable market data (that is, unobservable inputs) (level 3).

The following table presents the Group's financial instruments that are measured at fair value at each statement of financial position date:

	Level 3 RMB'000	Total RMB'000
Recurring fair value measurements		
At December 31, 2021		
Financial asset at fair value through profit or loss	5,000	5,000

(a) Financial instruments in Level 3

If one or more of the significant inputs is not based on observable market data, the instrument is included in level 3.

Specific valuation techniques used to value financial instruments include:

- The use of quoted market prices or investor quotes for similar instruments; and
- The discounted cash flow model and unobservable inputs mainly including assumptions of expected future cash flows and discount rate; and
- The latest round financing, i.e. the prior transaction price or the third-party pricing information; and
- A combination of observable and unobservable inputs, including risk-free rate, expected volatility, discount rate for lack of marketability, market multiples, etc.

Level 3 instrument of the Group's assets include long-term investments measured at fair value through profit or loss (mainly investments in ordinary shares in unlisted companies with no significant influence) measured at fair value through profit or loss. As the investment is not traded in an active market, its fair value has been determined by using applicable valuation technique, such as market approach.

Details of movements and significant observable inputs used in the level 3 financial instruments are set out in Note 10.

The following table summarizes the quantitative information about the significant unobservable inputs used in recurring level 3 fair value measurements.

Description	Fair values as of December 31, 2020 RMB'000	Fair values as of December 31, 2021 RMB'000	Unobservable inputs	Change of inputs at December 31, 2020	Change of inputs at December 31, 2021	Relationship of unobservable inputs to fair value
Investments in unlisted companies	—	5,000	Expected volatility	—	51%	The higher the expected volatility, the lower the fair value
			Discount for lack of marketability ("DLOM")	—	19%	The higher the DLOM, the lower the fair value

The carrying amounts of the Group's financial asset not carrying at fair values, including cash and cash equivalents, trade receivables, other receivables and prepayments, and the Group's financial liabilities not carrying at fair values, including trade payables, other payables and accruals, approximate their fair values due to their short maturities or the interest rates are close to the market interest rates.

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

4. Critical accounting estimates and judgements

The preparation of financial statements requires the use of accounting estimates which will seldom equal the actual results. Management needs to exercise judgement in applying the Group's accounting policies.

Estimates and judgements are continually evaluated. They are based on historical experience and other factors, including expectations of future events that may have a financial impact on the entity and that are believed to be reasonable under the circumstances. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are addressed below.

(a) Revenue recognition

Determining whether the Group is acting as a principal or as an agent when third-party is involved in the provision of certain services to its customers requires judgement and consideration of all relevant facts and circumstances. In evaluation of the Group's role as a principal or agent, the Group considers factors to determine whether the Group controls the specified goods or service before it is transferred to the customer include, but are not limited to the following: (a) is primarily responsible for fulfilling the contract, (b) is subject to inventory risk, and (c) has discretion in establishing prices. Refer to Note 2.14 for details.

(b) Estimation of useful lives of property, plant and equipment

The Group determines the useful lives of property, plant and equipment on an annual basis. This requires an estimation of the number of years that future economic benefits can be generated by the property, plant and equipment taking into account the expected changes in the market demand for the products or services output from the property, plant and equipment and the expected actions by competitors or potential competitors.

(c) Deferred tax assets

In determining the recognition of deferred tax assets, the Group considers the realizability of the deferred tax asset on whether sufficient future profits or taxable temporary differences will be available in the future. In cases where the actual future profits generated are more or less than expected, a material recognition or reversal of deferred tax assets may arise, which would be recognized in the combined statement of loss for the period in which such a recognition or reversal takes place.

(d) Measurement of ECL

A number of significant judgements are required in applying the accounting requirements for measuring ECL, such as:

- Determining criteria for significant increase in credit risk;
- Selecting appropriate models and assumptions for the measurement of ECL;
- Establishing the relative probability weightings of forward-looking scenarios.

Significant increase in credit risk

ECL of different financial assets is measured by the Group on either a 12-month or lifetime basis depending on whether they are in Stage 1, 2 or 3. At each financial position date, the ECL of financial instruments at different stages are measured respectively. 12-month ECL is recognised for financial instruments in Stage 1 which don't have a significant increase in credit risk since initial recognition; lifetime ECL is recognised for financial instruments in Stage 2 which have had a significant increase in credit risk since initial recognition but are not deemed to be credit-impaired; and lifetime ECL is recognised for financial instruments in Stage 3 that are credit-impaired. A financial asset moves to Stage 2 when its credit risk has increased significantly since initial recognition, and it comes to Stage 3 when it is credit-impaired (but it is not purchased original credit impaired). In assessing whether the credit risk of a financial asset has significantly increased, the Group takes into account qualitative and quantitative reasonable and supportable forward-looking information with significant judgements involved. There is no movement of financial assets among Stage 1, 2 and 3 for the years ended December 31, 2020 and 2021.

Impairment assessment under ECL for accounts receivable and other receivables.

The Group uses a provision matrix to calculate ECL for the accounts receivable and other receivables. The provision rates are based on days past due for groupings of various customer segments with similar loss patterns. The calculation reflects the probability-weighted outcome, the time value of money and reasonable and supportable information that is available at the financial position date about past events, current conditions and forecasts of future economic conditions.

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

4. Critical accounting estimates and judgements (Continued)

(d) Measurement of ECL (Continued)

At every financial position date, the historical observed default rates are reassessed and changes in the forward-looking information is considered. In addition, accounts receivable with significant balances and credit impaired are assessed for ECL individually.

The provision of ECL is sensitive to changes in estimates. The information about the ECL is disclosed in note 3.1(c).

(i) Inputs, assumptions and estimation techniques

ECL is the discounted product of expected future cash flows by using the Probability of Default ("PD"), Loss Given Default ("LGD") and Exposure at Default ("EAD"), of which PD and LGD are estimates based on significant management judgement.

(ii) Forward-looking information

In measuring ECL in accordance with IFRS 9, it should consider forward-looking information. The calculation of ECL incorporates forward-looking information through the use of publicly available economic data and forecasts based on assumptions and management judgement to reflect the qualitative factors and through the use of multiple probability weighted scenarios.

(e) Determining the lease term

The lease liability is initially recognised at the present value of the lease payments payable over the lease term. In determining the lease term at the commencement date for leases that include renewal options exercisable by the Group, the Group evaluates the likelihood of exercising the renewal options taking into account all relevant facts and circumstances that create an economic incentive for the Group to exercise the option, including favorable terms, leasehold improvements undertaken and the importance of that underlying asset to the Group's operation. The lease term is reassessed when there is a significant event or significant change in circumstance that is within the Group's control. Any increase or decrease in the lease term would affect the amount of lease liabilities and right-of-use assets recognised in future years.

5. Cash and cash equivalents

	As of December 31,	
	2020	2021
	RMB'000	RMB'000
Cash at bank	1,210	3,971
Deposits held at licensed payment platforms	2,455	4,755
	3,665	8,726

As at December 31, 2020 and 2021, the Group's cash and cash equivalents were denominated in RMB.

6. Trade receivables

	As of December 31,	
	2020	2021
	RMB'000	RMB'000
Trade receivables	—	740
Provision on Impairment	—	—
	—	**740**

The following is an aged analysis of trade receivables presented based on the invoice date at the end of each reporting period, which approximated the respective revenue recognition dates.

	As of December 31,	
	2020	2021
	RMB'000	RMB'000
0 – 90 days	—	727
91 – 180 days	—	13
	—	**740**

The Group uses a provision matrix to calculate ECL for the accounts receivable that result from transactions within the scope of IFRS 15. The provision rates are based on debtor's aging as groupings of various debtors that have similar loss patterns. The provision matrix is based on the Group's historical default rates taking into consideration forward-looking information that is reasonable and supportable and available without undue costs and effort. During the reporting period, there is no such impairment recognized.

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

7. Prepayments, other receivables and other assets

The detail information of prepayments, other receivables and other assets for the years ended December 31, 2020 and 2021 is as below:

	As of December 31,	
	2020	2021
	RMB'000	RMB'000
Receivables for pile sales	2,783	36,113
Prepayments to charging stations	19,833	31,930
VAT recoverable	16,080	30,455
Prepayment for rental, facility and utilities	—	5,797
Prepayments for charging piles procurement	1,951	5,186
Receivables from other platforms	2,437	3,102
Prepayments for miscellaneous	293	2,250
Employee advances	654	1,507
Deposits	300	1,462
Others	418	1,168
Less: credit loss allowances	(56)	(1,472)
	44,693	**117,498**

8. Financial instruments by category

The detail information of financial instruments by category during the years ended December 31, 2020 and 2021 is as below:

	As of December 31,	
	2020	2021
	RMB'000	RMB'000
Assets as per statement of financial position		
Financial asset measured at fair value through profit or loss:		
—Financial asset at fair value through profit or loss	—	5,000
	—	5,000
Financial asset measured at amortized costs:		
Financial asset		
—Trade receivables	—	740
—Other receivables, prepayments and deposits (excluding prepayments to suppliers and prepaid expenses).	22,616	71,897
—Cash and cash equivalents	3,665	8,726
Total	**26,281**	**86,363**

	As of December 31,	
	2020	2021
	RMB'000	RMB'000
Liabilities as per statement of financial position		
Financial liabilities measured at amortized cost:		
— Trade payables	—	437
— Other payables and accruals (excluding employee benefit payables and taxes payables)	14,580	52,009
— Lease liabilities	18,606	20,457
Total	**33,186**	**72,903**

Table of Contents

9. Leases

The carrying amounts of right-of-use assets are as below:

	Office buildings	Charging stations	Total
	RMB'000	RMB'000	RMB'000
Year ended December 31, 2020			
Opening net book amount	3,955	—	3,955
Additions	18,822	—	18,822
Depreciation charge	(3,540)	—	(3,540)
Closing net book amount	**19,237**	**—**	**19,237**
As of December 31, 2020			
Cost	25,313	—	25,313
Accumulated depreciation	(6,076)	—	(6,076)
Net book value	**19,237**	**—**	**19,237**
Year ended December 31, 2021			
Opening net book amount	19,237	—	19,237
Additions	—	8,014	8,014
Depreciation charge	(4,723)	(1,974)	(6,697)
Closing net book amount	**14,514**	**6,040**	**20,554**

As of December 31, 2021			
Cost	25,313	8,014	33,327
Accumulated depreciation	(10,799)	(1,974)	(12,773)
Net book value	**14,514**	**6,040**	**20,554**

Additions to the right-of-use assets for the years ended December 31, 2020 and 2021 were RMB18.8 million, and RMB8.0 million, respectively.

(a) Items recognized in the combined statements of financial position

	As of December 31,	
	2020	2021
	RMB'000	RMB'000
Right-of-use assets		
Office buildings	19,237	14,514
Charging stations	—	6,040
	19,237	**20,554**

	As of December 31,	
	2020	2021
	RMB'000	RMB'000
Lease liabilities		
Current	4,216	8,061
Non-current	14,390	12,396
	18,606	**20,457**

Table of Contents

9. Leases (Continued)

(b) Items recognized in the combined statements of loss and other comprehensive loss

The combined statements of loss and other comprehensive loss shows the following amounts relating to leases:

	As of December 31,	
	2020	2021
	RMB'000	RMB'000
Depreciation charge of right-of-use assets		
Office buildings	3,540	4,723
Charging stations	—	1,974
Interest expense (included in finance cost)	189	748
Expense relating to short-term leases not included in lease liabilities (included in cost of revenues, selling and marketing expenses, administrative expenses and research and development expenses)	—	4,421
	3,729	**11,866**

The total cash outflows in financing activities for leases during the years ended December 31, 2020 and 2021 are as below:

	As of December 31,	
	2020	2021
	RMB'000	RMB'000
Principal elements of lease payments	3,956	6,146
Related interest paid	189	767
	4,145	**6,913**

The weighted average incremental borrowing rate applied to the lease liabilities was 3.85% per annum during the years ended December 31, 2020 and 2021.

10. Financial asset at fair value through profit or loss

	As of December 31,	
	2020	2021
	RMB'000	RMB'000
Investment(a)	—	5,000

As of December 31, 2021, all of financial investments at fair value through profit or loss was denominated in RMB.

(a) Investment

The Group invested in an investee company in the form of ordinary shares without significant influence, which is managed on fair value. For the major assumptions used in the valuation for the investment, please refer to Note 3.3.

	As of December 31,	
	2020	2021
	RMB'000	RMB'000
At the beginning of the year	—	—
Additions (Note i)	—	5,000
At the end of the year	**—**	**5,000**

(i) During the year ended December 31, 2021, the Group invested in a company engaging in EV charging hardware and technology industry for RMB5.0 million, and there is no fair value change within the year.

Table of Contents

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

11. Property, plant and equipment

	Electronic equipment
	RMB'000
Cost	
As of January 1, 2020 and 2021	—
Additions	606
As of December, 31, 2021	**606**
Accumulated depreciation	
As of January 1, 2020 and 2021	—
Depreciation Charge	(58)
As of December, 31, 2021	**(58)**
Carrying value	
As of December 31, 2020	**—**
As of December 31, 2021	**548**

12. Other payables and accruals

	As of December 31,	
	2020	2021
	RMB'000	RMB'000
VAT payable	19,546	41,111
Advances from transacting users	8,387	22,433
Payables to charging stations	3,836	12,657
Accrued expenses	775	10,605
Employee benefit payables	3,744	9,784
Payables for charging piles procurement	484	3,618
Income tax payable	51	777
Others	2,411	6,455
	39,234	**107,440**

13. Combined capital and additional paid in capital

	Number of ordinary shares	Nominal value of ordinary shares	Combined capital	Additional paid-in capital	Total
		USD	RMB	RMB'000	RMB'000
At January 1, 2020 (note i)	**1,000**	**— ***	**1**	**79,286**	**79,286**
Issuance of ordinary shares (note ii)	4,000	— *	3	—	— **
Contribution of a shareholder (note iii)	—	—	—	68,700	68,700
At December 31, 2020	**5,000**	**1**	**4**	**147,986**	**147,986**
At January 1, 2021	**5,000**	**1**	**4**	**147,986**	**147,986**
Contribution of a shareholder	—	—	—	267,615	267,615
At December 31, 2021	**5,000**	**1**	**4**	**415,601**	**415,601**

All issued shares are fully paid as at December 31, 2020 and 2021.

* Representing amount less than US$1.00.

** Representing amount less than RMB1,000.

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

13. Combined capital and additional paid in capital (Continued)

Notes:

On January 13, 2022, pursuant to shareholders' resolution, each existing issued and unissued share of US$0.001 each in the share capital of the Company were subdivided into 10 shares of US$0.0001 each ("Share Subdivision").

(i) In July 2019, 100 ordinary shares (1,000 ordinary shares in reflection of Share Subdivision) of the Company were allotted and issued to shareholders.

(ii) On November 19, 2020, 400 ordinary shares (4,000 ordinary shares in reflection of Share Subdivision) of the Company were allotted and issued to Newlink Technology Limited.

(iii) A shareholder offered financial support during years ended December 31, 2020 and 2021.

14. Revenues

	Year ended December 31,	
	2020	2021
	RMB'000	RMB'000
Revenue, gross	37,206	160,916
Revenue from Online EV Charging Solutions	36,498	153,246
Revenue from Offline EV Charging Solutions	565	7,060
Revenue from Non-Charging Solutions and Other Services	143	610
Incentive to end-users	(31,374)	(143,142)
Revenue, net	**5,832**	**17,774**

15. Other losses, net

	Year ended December 31,	
	2020	2021
	RMB'000	RMB'000
Credit loss allowances	(56)	(1,416)
Others	37	14
	(19)	**(1,402)**

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

16. Operating costs by nature

	Year ended December 31,	
	2020	2021
	RMB'000	RMB'000
End-user incentives	24,910	107,360
Employee benefit expenses	40,802	102,703
Promotion and advertising	3,597	10,403
Traveling, entertainment and general office expenses	3,125	8,249
Auditor's remuneration	—	7,066
VAT surcharges	6,089	6,839
Depreciation of right-of-use assets	3,540	6,697
Rental, facility and utilities	669	4,923
Bandwidth expenses and server custody costs	2,707	4,794
Payment processing cost	1,691	4,108
Online service costs	538	2,434
Professional service fee	203	1,365
Depreciation of property, plant and equipment	—	58
Others	171	645
Total operating costs	**88,042**	**267,644**

17. Finance income/(costs), net

	Year ended December 31,	
	2020	2021

	RMB'000	RMB'000
Interest income from bank deposits	283	118
Interest expense from lease liabilities	(189)	(748)
Bank charges	(5)	(10)
Finance income/(costs), net	**89**	**(640)**

18. Taxation

(a) Income tax expenses

Income tax expense is recognized based on management's best knowledge of the income tax rates expected for the financial year.

(i) Cayman Islands

The Company is incorporated as an exempted company with limited liability under the Companies Act of the Cayman Islands and is not subject to tax on income or capital gains. Additionally, the Cayman Islands do not impose a withholding tax on payments of dividends to shareholders. The Cayman Islands are not party to any double tax treaties that are applicable to any payments made by or to the Company.

Table of Contents

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

18. Taxation (Continued)

(a) Income tax expenses (Continued)

(ii) Hong Kong Income Tax

Entities incorporated in Hong Kong are subject to Hong Kong profits tax at a rate of 16.5% for taxable income earned in Hong Kong before April 1, 2018. Starting from the financial year commencing on April 1, 2018, the two-tiered profits tax regime took effect, under which the tax rate is 8.25% for assessable profits on the first HK$2 million and 16.5% for any assessable profits in excess of HK$2 million. No provision for Hong Kong profits tax was made as we had no estimated assessable profit that was subject to Hong Kong profits tax during the years ended December 31, 2020 and 2021.

(iii) PRC Enterprise Income Tax ("EIT")

The income tax provision of the Group in respect of its operations in PRC was subject to statutory tax rate of 25% on the assessable profits for the years ended December 31, 2020 and 2021 based on the existing legislation, interpretation and practices in respect thereof.

(iv) Withholding tax in mainland China ("WHT")

According to the New Corporate Income Tax Law ("New EIT Law"), beginning January 1, 2008, distribution of profits earned by companies in mainland China since January 1, 2008 to foreign investors is subject to withholding tax of 5% or 10%, depending on the country of incorporation of the foreign investor, upon the distribution of profits to overseas-incorporated immediate holding companies.

The Group does not have any plan in the foreseeable future to require its subsidiaries in mainland China to distribute their retained earnings and intends to retain them to operate and expand its business in mainland China. Accordingly, no deferred income tax liability related to WHT on undistributed earnings was accrued as of the end of each reporting period.

The income tax expenses of the Group during the years ended December 31, 2020 and 2021 are analysed as follows:

	Year ended December 31,	
	2020	2021
	RMB'000	RMB'000
Current income tax	51	726
Deferred income tax	(9)	(328)
Total income tax expense	42	398

The tax on the Group's loss before income tax differs from the theoretical amount that would arise using the statutory tax rate of 25% in mainland China, being the tax rate applicable to the majority of combined entities as follows:

	Year ended December 31,	
	2020	2021
	RMB'000	RMB'000
Loss before income tax	(82,140)	(251,912)
Tax calculated at statutory income tax rate of 25% in mainland China	(20,535)	(62,978)
Tax effects of:		
— Expenses not deductible for income tax purposes	469	1,069
— Tax losses for which no deferred tax assets were recognized	20,108	64,141
— Utilization of previously unrecognized tax losses	—	(1,834)
	42	398

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

18. Taxation (Continued)

(b) Deferred income tax

	As of December 31,	
	2020	2021
	RMB'000	RMB'000
The deferred tax assets comprise temporary differences attributable to:		
Credit loss allowances on financial asset	9	337
Total deferred tax assets	**9**	**337**

The recovery of deferred income tax:

	As of December 31,	
	2020	2021
	RMB'000	RMB'000
Deferred tax assets:		
to be recovered after more than 12 months	9	337
	9	**337**

The movements of deferred income tax assets were as follows:

	Prepayment, other receivables and other assets	Total
	RMB'000	RMB'000
At January 1, 2020	—	—
Credited to income statement	9	9
At December 31, 2020 and January 1, 2021	**9**	**9**
Credited to income statement	328	328
At December 31, 2021	**337**	**337**

The Group only recognizes deferred income tax assets for credit loss allowances on financial asset if it is probable that future taxable amounts will be available to utilize those credit loss allowances. Management will continue to assess the recognition of deferred income tax assets in future reporting periods. As at December 31, 2020 and 2021, the Group did not recognize deferred income tax assets from tax losses. The key factors which have influenced management in arriving at this evaluation are the fact that the Group has not yet a history of making profits and product development remains at an early stage.

The tax losses carried forward by the Group and their respective expiry dates are as follows:

	As of December 31,	
	2020	2021
	RMB'000	RMB'000
2023	34	34
2024	27,025	22,854
2025	61,781	58,165
2026	—	256,618
Total unrecorded tax losses carry forwards	**88,840**	**337,671**

As of December 31, 2021, the unrecorded tax losses carried forward increased to RMB337.7 million (2020: RMB88.8 million).

19. Loss per share

(a) Basic loss per share

Basic loss per share for the years ended December 31, 2020 and 2021 are calculated by dividing the loss attributable to the Company's equity holders by the weighted average number of ordinary shares in issue during the year.

DADA AUTO INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS

19. Loss per share (Continued)

(a) Basic loss per share (Continued)

In reflection of the Share Subdivision mentioned in Note 13, the weighted average number of ordinary shares for the purpose of basic and diluted earnings per share for the years ended December 31, 2020 and 2021 has been retrospectively adjusted.

	Year ended December 31,	
	2020	2021
Net loss attributable to equity holders of the Company (RMB'000)	82,182	252,310
Weighted average number of ordinary shares in issue	1,470	5,000
Basic loss per share (RMB per share)	55,906	50,462

(b) Diluted loss per share

Diluted loss per share is calculated by adjusting the weighted average number of ordinary shares outstanding to assume conversion of all dilutive potential ordinary shares. As of December 31, 2021, there are no diluted shares or potential diluted shares.

20. Cash flow information

(a) Cash used in operation

	Year ended December 31,	
	2020	2021
	RMB'000	RMB'000
Net Loss before income tax	(82,140)	(251,912)
Adjustments for:		
Depreciation of property, plant and equipment (Note 16)	—	58
Depreciation of right-of-use assets (Note 16)	3,540	6,697
Credit loss allowances on financial asset (Note 15)	56	1,416
Interest income (Note 17)	(283)	(118)
Interest expense (Note 17)	189	748
Increase in trade receivables	—	(740)
Increase in prepayments, other receivables and other assets	(11,666)	(74,221)
Increase in trade and other payables	27,007	67,919
Cash used in operations	**(63,297)**	**(250,153)**

21. Commitments

(a) Operating lease commitments

Operating lease commitments-as lessee

The future aggregate minimum lease payments under operating leases exempted to be recognized as lease liabilities are as follows:

	Year ended December 31,	
	2020	2021
	RMB'000	RMB'000
Within one year	—	7,491
Total	—	7,491

22. Contingencies

There is no contingencies as at December 31, 2020 and 2021.

23. Related party transactions

Related parties include members of Board of Directors of the Company and the executive management of the Group. The following transactions were carried out with related parties:

Table of Contents

23. Related party transactions (Continued)

(a) Key management personal compensation

The following table sets forth information regarding our directors and executive officers for the years ended December 31, 2020 and 2021.

	Year ended December 31,	
	2020	2021
	RMB'000	RMB'000
Short-term employee benefits	1,022	2,692
	1,022	**2,692**

24. Event occurring after the reporting period

(a) Option arrangement

On January 13, 2022, the 2022 Share Incentive Plan was approved by board of directors of the Company. According to the Plan, 6,818,182 ordinary shares of the Company are reserved to be issued to officers, directors, employees of the Company or other qualified personnel.

(b) Raise funding through convertible redeemable preference shares

On January 14 and January 26, 2022, the Company entered into share subscription agreements with 6 shareholders ("Purchasers"), according to which the Company issued 9,923,135 Series A convertible redeemable preference shares ("preferred shares") with an issuance price of US$8.8 per share, for a total cash consideration of US$87.3 million (RMB556.3 million). The issuance costs for Series A preferred shares were RMB8.6 million. These Purchasers are entitled to redemption rights, conversion rights and liquidation preferential rights and other shareholder rights. The preferred shares shall be redeemable upon events including, but not limited to, that the Company has not achieved a qualified IPO on or before September 30, 2022.

(c) Plan of Merger

On February 8, 2022, the Company and RISE Education Cayman Ltd ("RISE"), a company established in the Cayman Islands under the laws of Cayman Islands, executed a definitive Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which the shareholders of the Company will exchange all of the issued and outstanding share capital of the Company for newly issued shares of RISE on the terms and conditions set forth therein in a transaction exempt from the registration requirements under the Securities Act of 1933 (the "Transaction"). Upon consummation of the Transaction, the Company will become a wholly-owned subsidiary of RISE. On April 29, 2022, RISE's extraordinary general meeting of shareholders (the "EGM") was held. At the EGM, the shareholders of RISE approved the transactions contemplated in the Merger Agreement.

(d) Data Striping

In early 2022, the Group entered into a series of transactions to restructure its organization and its EV charging service business. As part of the restructuring, the ownership of mobile application and mini-program (the "Platforms") which connect EV drivers with charging stations and charging piles, as well as the rights to access and use certain data generated by or in the possession of the Platforms, have been transferred to a third party service provider.

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

Accounting for the Reverse Acquisition

The following unaudited pro forma condensed combined financial information was prepared under IFRS, and gives effect to the transaction between Rise Education Cayman Ltd (the "Company") and Dada Auto Inc. ("NaaS") to be accounted for as a reverse acquisition, with NaaS being deemed the acquiring company for accounting purpose. The Company does not operate any business upon the transaction, therefore the transaction is not qualified as a business combination under IFRS 3 Business Combination. In applying the reverse acquisition under IFRS 3 by analogy, NaaS is deemed to have issued shares to obtain control of the Company.

NaaS was determined to be the accounting acquirer based upon the terms of the Merger Agreement (as defined below) and other factors including:

(i) Shareholders of NaaS are expected to own approximately 93% of the fully-diluted ordinary shares of the combined company immediately following the closing of the transaction contemplated by the Merger Agreement (the "Transaction");

(ii) the largest individual shareholder of the combined entity is an existing shareholder of NaaS;

(iii) directors appointed by NaaS will hold a majority of board seats of the combined company; and

(iv) NaaS' senior management will be the senior management of the combined company following consummation of the Mergers (as defined below).

The Transaction is not qualified as a business combination on the basis of the guidance in paragraph B7 of IFRS 3. Hence, the Transaction is a share-based payment transaction which should be accounted for in accordance with IFRS 2 Share-based Payment. On the basis of the guidance in paragraph 13A of IFRS 2, any difference in the fair value of the shares deemed to have been issued by NaaS and the fair value of the Company's identifiable net assets represents a service received by the accounting acquirer.

The following unaudited pro forma condensed combined financial statements are based on NaaS' historical financial statements and the Company's historical financial statements, as adjusted to give effect to NaaS' acquisition of the Company and certain related transactions. The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2021 gives effect to these transactions as if they had occurred on January 1, 2021. The unaudited pro forma condensed combined statement of financial position as of December 31, 2021 gives effect to these transactions as if they had occurred on December 31, 2021.

The unaudited pro forma condensed combined financial information is preliminary and has been prepared for illustrative purposes only and is not necessarily indicative of the financial position or results of operations in future periods or the results that actually would have been realized had NaaS and the Company been a combined company during the specified periods. The unaudited pro forma condensed combined financial statements also may not be useful in predicting or otherwise be indicative of the future financial condition and results of operations of the combined company. The actual results reported in periods following the transaction may differ significantly from those reflected in the pro forma financial information presented herein for a number of reasons, including, but not limited to, differences between the assumptions used to prepare this pro forma financial information and actual results realized.

The assumptions and estimates underlying the unaudited adjustments to the pro forma condensed combined financial statements are described in the accompanying notes, which should be read together with the pro forma condensed combined financial statements. The unaudited pro forma condensed combined financial statements should also be read together with the audited financial statements and related notes of the Company as filed by the Company on May 13, 2022, as well as the audited combined financial statements of NaaS as filed by the Company on May 31, 2022.

Unless otherwise stated, all translations from Renminbi to U.S. dollars are made at a rate of RMB6.3726 to US$1.00, which was the certified noon buying rate in effect as of December 30, 2021, as set forth in the H.10 statistical release of The Board of Governors of the Federal Reserve System. The certified noon buying rate in effect as of May 27, 2022 was RMB6.6980 to US$1.00.

Pro Forma Condensed Combined Statement of Financial Position

As of December 31, 2021

	Company RMB'000	NaaS RMB'000	Pro Forma Adjustments RMB'000	Note 2	Pro Forma Combined RMB'000
ASSETS					
CURRENT ASSETS					
Cash and cash equivalents	16,027	8,726	556,356	(a)	581,109
Trade receivables	—	740	—		740
Prepayments, other receivables and other assets	14,451	117,498	—		131,949
Amounts due from related parties	177	—	—		177
Total current assets	**30,655**	**126,964**	**556,356**		**713,975**
Non-current assets					
Right-of-use assets	—	20,554	—		20,554
Financial asset at fair value through profit or loss	—	5,000	—		5,000
Property, plant and equipment	—	548	—		548
Deferred tax assets	—	337	—		337
Total non-current assets	**—**	**26,439**	**—**		**26,439**
Total assets	**30,655**	**153,403**	**556,356**		**740,414**
LIABILITIES AND EQUITY					
Current liabilities					
Current lease liabilities	—	8,061	—		8,061
Trade payables	—	437	—		437
Other payables and accruals	8,625	107,440	8,624	(a)	124,689
Total current liabilities	**8,625**	**115,938**	**8,624**		**133,187**
Non-current liabilities					
Non-current lease liabilities	—	12,396	—		12,396
Other non-current liabilities	2,838	—	—		2,838
Convertible loan from related parties	108,334	—	(108,334)	(b)	—
Total non-current liabilities	**111,172**	**12,396**	**(108,334)**		**15,234**
Total liabilities	**119,797**	**128,334**	**(99,710)**		**148,421**
EQUITY					
Ordinary shares	—	— *	136,475	(c)	136,475
	6,964	—	(6,964)	(d)	—
Additional paid in capital	274,036	415,601	547,732	(a)	1,237,369
	—	—	108,334	(b)	108,334
	—	—	(136,475)	(c)	(136,475)
	—	—	(363,178)	(d)	(363,178)
	—	—	375,909	(e)	375,909
Accumulated losses	(403,149)	(390,532)	403,149	(d)	(390,532)
	—	—	(375,909)	(e)	(375,909)
Accumulated other comprehensive income	33,007	—	(33,007)	(d)	—
Total equity	**(89,142)**	**25,069**	**656,066**		**591,993**
Total equity and liabilities	**30,655**	**153,403**	**556,356**		**740,414**

* Representing amount less than RMB1,000.

Pro Forma Condensed Combined Statement of Loss and Comprehensive Loss
Year Ended December 31, 2021

	Company RMB'000	NaaS RMB'000	Pro Forma Adjustments RMB'000	Note 2	Pro Forma Combined RMB'000
Revenues, gross	—	160,916	—		160,916
Online EV Charging Solutions	—	153,246	—		153,246
Offline EV Charging Solutions	—	7,060	—		7,060
Non-Charging Solutions and Other Services	—	610	—		610
Incentive to end-users	—	(143,142)	—		(143,142)
Revenues, net	**—**	**17,774**	**—**		**17,774**
Other losses, net	**—**	**(1,402)**	**—**		**(1,402)**
Operating costs					
Cost of revenues	—	(18,863)	—		(18,863)
Selling and marketing expenses	—	(183,165)	—		(183,165)
Administrative expenses	(30,003)	(28,458)	—		(58,461)
Research and development expenses	—	(37,158)	—		(37,158)
Total operating costs	**(30,003)**	**(267,644)**	**—**		**(297,647)**
Operating loss	**(30,003)**	**(251,272)**	**—**		**(281,275)**
Finance income/(costs), net	2	(640)	—		(638)
Gain on troubled debt restructuring	279,097	—	—		279,097
Equity-settled listing cost	—	—	(375,909)	(e)	(375,909)
Net loss before income tax	**249,096**	**(251,912)**	**(375,909)**		**(378,725)**
Income tax expenses	—	(398)	—		(398)
Net income/(loss) from continuing operations	**249,096**	**(252,310)**	**(375,909)**		**(379,123)**
Net loss from discontinued operations, net of tax	**(507,280)**	**—**	**—**		**(507,280)**
Net loss	**(258,184)**	**(252,310)**	**(375,909)**		**(886,403)**
Net loss attributable to parent company	(248,487)	(252,310)	(375,909)		(876,706)
Net loss attributable to non-controlling interests	(9,697)	—	—		(9,697)

Notes to the Unaudited Pro Forma Condensed Combined Financial Information

Note 1—Description of Transaction and Basis of Presentation

Description of the Mergers

Pursuant to the agreement and plan of merger, dated as of February 8, 2022 (the "Merger Agreement") by and among the Company, Dada Merger Sub Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and wholly-owned subsidiary of the Company ("Merger Sub"), Dada Merger Sub II Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and wholly owned subsidiary of the Company ("Merger Sub II") and NaaS, Merger Sub will merge (the "Merger") with and into NaaS, with NaaS surviving as the surviving entity (the "Surviving Entity"), followed by the merger (the "Second Merger," collectively with the Merger, the "Mergers") of the Surviving Entity with and into Merger Sub II, with Merger Sub II surviving as a wholly-owned subsidiary of the Company (the "Surviving Company"). As a result of the Mergers, all of the issued and outstanding shares of NaaS immediately prior to the Merger will be cancelled in exchange for the right to receive newly issued shares of the Company.

Following the consummation and as a result of the Mergers, NaaS' business will be wholly owned by the Company. Shareholders of NaaS are expected to own approximately 93% of the fully-diluted ordinary shares of the combined company immediately following the closing of the Transaction.

For more information about the Mergers, please refer to the report on Form 6-K furnished to the SEC on April 4, 2022, including the proxy statement exhibited thereto.

Basis of Presentation

The historical financial information has been adjusted to give pro forma effect to transaction accounting adjustments required under IFRS. The adjustments presented on the unaudited pro forma combined financial information have been identified and presented to provide an understanding of the combined company upon consummation of the reverse acquisition.

The unaudited pro forma condensed combined financial information does not give effect to the potential impact of current financial conditions, regulatory matters, operating efficiencies or other savings or expenses that may be associated with the integration of the two companies.

Note 2—Pro forma adjustments

(a) Reflects an adjustment for the pro forma effect of fund raising by NaaS through the issuance of convertible redeemable preference shares, as if it had occurred on December 31, 2021. NaaS entered into share subscription agreements on January 14 and January 26, 2022, according to which NaaS issued 9,923,135 Series A convertible redeemable preference shares with an issuance price of US$8.8 per share, for a total cash consideration of US$87.3 million (RMB556.3 million). The issuance costs for Series A preferred shares were RMB8.6 million, which is reflected in other payables and accruals.

(b) Reflects an adjustment for conversion of the convertible note previously issued by the Company to Bain Capital Rise Education IV Cayman Limited in the principal amount of $17 million at the conversion price that equals $0.70 per American Depositary Share, each representing two ordinary shares of the Company, par value $0.01 per share.

(c) The unaudited pro forma condensed combined financial statements assume there will be (i) 494,048,037 Class A ordinary shares outstanding par value $0.01 per share, of which 167,071,258 shares will be owned by shareholders of the Company as consideration for the Merger, (ii) 248,888,073 Class B ordinary shares outstanding par value $0.01 per share, and (iii) 1,398,659,699 Class C ordinary shares outstanding par value $0.01 per share, upon completion of the Mergers and conversion of the Series A preferred shares.

(d) Represents the elimination of the historical equity of the Company.

(e) Reflects an adjustment for deemed consideration in respect of the reverse acquisition. The fair value of the deemed consideration for the transaction is RMB286.8 million, and the fair value of the net liabilities acquired is RMB89.1 million, the difference of them is RMB375.9 million, which was recognized as expenses in the statement of operations in the year ended December 31, 2021, representing the cost of the listing under IFRS 2.

Exhibit 1.1

THE COMPANIES ACT (AS REVISED)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES
AMENDED AND RESTATED
MEMORANDUM OF ASSOCIATION
OF
NAAS TECHNOLOGY INC.

(Adopted by a Special Resolution passed on April 29, 2022 and effective immediately prior to the consummation of the mergers as contemplated in the Agreement and Plan of Merger dated February 8, 2022 by and between RISE Education Cayman Ltd, Dada Merger Sub Limited, Dada Merger Sub II Limited and Dada Auto Inc.)

1. The name of the Company is NaaS Technology Inc.

2. The Registered Office of the Company will be situated at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, or at such other location within the Cayman Islands as the Directors may from time to time determine.

3. The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the Companies Act or any other law of the Cayman Islands.

4. The Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit as provided by the Companies Act.

5. The Company will not trade in the Cayman Islands with any person, firm or corporation except in furtherance of the business of the Company carried on outside the Cayman Islands; provided that nothing in this section shall be construed as to prevent the Company effecting and concluding contracts in the Cayman Islands, and exercising in the Cayman Islands all of its powers necessary for the carrying on of its business outside the Cayman Islands.

6. The liability of each Shareholder is limited to the amount, if any, unpaid on the Shares held by such Shareholder.

7. The authorized share capital of the Company is US$25,000,000 divided into 2,500,000,000 shares comprising of (i) 700,000,000 Class A Ordinary Shares of a par value of US$0.01 each, (ii) 300,000,000 Class B Ordinary Shares of a par value of US$0.01 each, (iii) 1,400,000,000 Class C Ordinary Shares of a par value of US$0.01 each and (iv) 100,000,000 shares as such Class or series (however designated) as the board of directors of the Company may determine in accordance with the Articles. Subject to the Companies Act and the Articles, the Company shall have power to redeem or purchase any of its Shares and to increase or reduce its authorized share capital and to sub-divide or consolidate the said Shares or any of them and to issue all or any part of its capital whether original, redeemed, increased or reduced with or without any preference, priority, special privilege or other rights or subject to any postponement of rights or to any conditions or restrictions whatsoever and so that unless the conditions of issue shall otherwise expressly provide every issue of shares whether stated to be ordinary, preference or otherwise shall be subject to the powers on the part of the Company hereinbefore provided.

8. The Company has the power contained in the Companies Act to deregister in the Cayman Islands and be registered by way of continuation in some other jurisdiction.

9. Capitalized terms that are not defined in this Memorandum of Association bear the same meanings as those given in the Articles of Association of the Company.

THE COMPANIES ACT (AS REVISED)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES
AMENDED AND RESTATED
ARTICLES OF ASSOCIATION
OF
NAAS TECHNOLOGY INC.

(Adopted by a Special Resolution passed on April 29, 2022 and effective immediately prior to the consummation of the mergers as contemplated in the Agreement and Plan of Merger dated February 8, 2022 by and between RISE Education Cayman Ltd, Dada Merger Sub Limited, Dada Merger Sub II Limited and Dada Auto Inc.)

TABLE A

The regulations contained or incorporated in Table 'A' in the First Schedule of the Companies Act shall not apply to the Company and the following Articles shall comprise the Articles of Association of the Company.

INTERPRETATION

1. In these Articles the following defined terms will have the meanings ascribed to them, if not inconsistent with the subject or context:

"ADS"	means an American Depositary Share representing Class A Ordinary Shares;
"Affiliate"	means in respect of a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, and (i) in the case of a natural person, shall include, without limitation, such person's spouse, parents, children, siblings, mother-in-law, father-in-law, brothers-in-law and sisters-in-law, a trust for the benefit of any of the foregoing, and a corporation, partnership or any other entity wholly or jointly owned by any of the foregoing, and (ii) in the case of an entity, shall include a partnership, a corporation or any other entity or any natural person which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" shall mean the ownership, directly or indirectly, of shares possessing more than fifty percent (50%) of the voting power of the corporation, partnership or other entity (other than, in the case of a corporation, securities having such power only by reason of the happening of a contingency), or having the power to control the management or elect a majority of members to the board of directors or equivalent decision-making body of such corporation, partnership or other entity;

"Articles"	means these articles of association of the Company, as amended or substituted from time to time;
"Board" and **"Board of Directors"** and **"Directors"**	means the directors of the Company for the time being, or as the case may be, the directors assembled as a board or as a committee thereof;
"Business Combination Closing"	means the consummation of the mergers as contemplated in the Agreement and Plan of Merger dated February 8, 2022 by and between RISE Education Cayman Ltd, Dada Merger Sub Limited, Dada Merger Sub II Limited and Dada Auto Inc.
"Chairman"	means the chairman of the Board of Directors;
"Change of Control"	means any direct or indirect sale, transfer, assignment or disposition of a majority of the issued and outstanding voting securities of, or the direct or indirect transfer or assignment of the voting power attached to such voting securities through voting proxy or otherwise, or the direct or indirect sale, transfer, assignment or disposition of all or substantially all of the assets of, an entity
"Class" or "Classes"	means any class or classes of Shares as may from time to time be issued by the Company;
"Class A Ordinary Share"	means an Ordinary Share of a par value of US$0.01 in the capital of the Company, designated as a Class A Ordinary Shares and having the rights, preferences, privileges and restrictions provided for in these Articles;
"Class B Ordinary Share"	means an Ordinary Share of a par value of US$0.01 in the capital of the Company, designated as a Class B Ordinary Share and having the rights, preferences, privileges and restrictions provided for in these Articles;

"Class C Ordinary Share"	means an Ordinary Share of a par value of US$0.01 in the capital of the Company, designated as a Class C Ordinary Share and having the rights, preferences, privileges and restrictions provided for in these Articles;
"Commission"	means the Securities and Exchange Commission of the United States or any other federal agency for the time being administering the Securities Act;
"Communication Facilities"	means video, video-conferencing, internet or online conferencing applications, telephone or tele-conferencing or any other video-communications, internet or online conferencing application or telecommunications facilities by means of which all Persons participating in a meeting are capable of hearing and being heard by each other;
"Company"	means NaaS Technology Inc., a Cayman Islands exempted company;
"Companies Act"	means the Companies Act (As Revised) of the Cayman Islands and any statutory amendment or re-enactment thereof;
"Company's Website"	means the main corporate/investor relations website of the Company, the address or domain name of which has been disclosed in any registration statement filed by the Company with the Commission in connection with its initial public offering of ADSs, or which has otherwise been notified to Shareholders;
"Designated Stock Exchange"	means the stock exchange in the United States on which any Shares or ADSs are listed for trading;
"Designated Stock Exchange Rules"	means the relevant code, rules and regulations, as amended, from time to time, applicable as a result of the original and continued listing of any Shares or ADSs on the Designated Stock Exchange;
"electronic"	has the meaning given to it in the Electronic Transactions Act and any amendment thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor;

"electronic communication"	means electronic posting to the Company's Website, transmission to any number, address or internet website or other electronic delivery methods as otherwise decided and approved by not less than two-thirds of the vote of the Board;
"Electronic Transactions Act"	means the Electronic Transactions Act (As Revised) of the Cayman Islands and any statutory amendment or re-enactment thereof;
"electronic record"	has the meaning given to it in the Electronic Transactions Act and any amendment thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor;
"Founder"	means Mr. Zhen Dai;
"Founder Affiliate"	means an Affiliate of the Founder; provided, that Newlink shall not be deemed to be a Founder Affiliate.
"Memorandum of Association"	means the memorandum of association of the Company, as amended or substituted from time to time;
"Newlink"	means Newlinks Technology Limited.
"Ordinary Resolution"	means a resolution: (a) passed by a simple majority of the votes cast by such Shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy or, in the case of corporations, by their duly authorized representatives at a general meeting of the Company held in accordance with these Articles; or (b) approved in writing by all of the Shareholders entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of the Shareholders and the effective date of the resolution so adopted shall be the date on which the instrument, or the last of such instruments, if more than one, is executed;
"Ordinary Share"	means a Class A Ordinary Share or a Class B Ordinary Share or a Class C Ordinary Share;
"paid up"	means paid up as to the par value in respect of the issue of any Shares and includes credited as paid up;

"Person"	means any natural person, firm, company, joint venture, partnership, corporation, association or other entity (whether or not having a separate legal personality) or any of them as the context so requires;
"Present"	means in respect of any Person, such Person's presence at a general meeting of Shareholders (or any meeting of the holders of any Class of Shares), which may be satisfied by means of such Person or, if a corporation or other non-natural Person, its duly authorized representative (or, in the case of any Shareholder, a proxy which has been validly appointed by such Shareholder in accordance with these Articles), being: (a) physically present at the meeting; or (b) in the case of any meeting at which Communication Facilities are permitted in accordance with these Articles, including any Virtual Meeting, connected by means of the use of such Communication Facilities;
"Register"	means the register of Members of the Company maintained in accordance with the Companies Act;
"Registered Office"	means the registered office of the Company as required by the Companies Act;
"Retention Ratio"	means a fraction, the numerator of which is the number of shares of Newlink beneficially owned by the Founder and any and all Founder Affiliates as of the applicable date of determination, and the denominator of which is the number of shares of Newlink beneficially owned by the Founder and any and all Founder Affiliates as of immediately after the consummation of the Business Combination Closing.
"Seal"	means the common seal of the Company (if adopted) including any facsimile thereof;
"Secretary"	means any Person appointed by the Directors to perform any of the duties of the secretary of the Company;
"Securities Act"	means the Securities Act of 1933 of the United States, as amended, or any similar federal statute and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time;

"Share"	means a share in the capital of the Company. All references to "Shares" herein shall be deemed to be Shares of any or all Classes as the context may require. For the avoidance of doubt in these Articles the expression "Share" shall include a fraction of a Share;
"Shareholder" or "Member"	means a Person who is registered as the holder of one or more Shares in the Register;
"Share Premium Account"	means the share premium account established in accordance with these Articles and the Companies Act;
"signed"	means bearing a signature or representation of a signature affixed by mechanical means or an electronic symbol or process attached to or logically associated with an electronic communication and executed or adopted by a Person with the intent to sign the electronic communication;
"Special Resolution"	means a special resolution of the Company passed in accordance with the Companies Act, being a resolution: (a) passed by not less than two-thirds of the votes cast by such Shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy or, in the case of corporations, by their duly authorized representatives, at a general meeting of the Company of which notice specifying the intention to propose the resolution as a special resolution has been duly given; or (b) approved in writing by all of the Shareholders entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of the Shareholders and the effective date of the special resolution so adopted shall be the date on which the instrument or the last of such instruments, if more than one, is executed;
"Treasury Share"	means a Share held in the name of the Company as a treasury share in accordance with the Companies Act;
"United States"	means the United States of America, its territories, its possessions and all areas subject to its jurisdiction; and
"Virtual Meeting"	means any general meeting of the Shareholders (or any meeting of the holders of any Class of Shares) at which the Shareholders (and any other permitted participants of such meeting, including without limitation the chairman of the meeting and any Directors) are permitted to attend and participate solely by means of Communication Facilities.

2. In these Articles, save where the context requires otherwise:

(a) words importing the singular number shall include the plural number and vice versa;

(b) words importing the masculine gender only shall include the feminine gender and any Person as the context may require;

(c) the word "may" shall be construed as permissive and the word "shall" shall be construed as imperative;

(d) reference to a dollar or dollars (or US$) and to a cent or cents is reference to dollars and cents of the United States;

(e) reference to a statutory enactment shall include reference to any amendment or re-enactment thereof for the time being in force;

(f) reference to any determination by the Directors shall be construed as a determination by the Directors in their sole and absolute discretion and shall be applicable either generally or in any particular case;

(g) reference to "in writing" shall be construed as written or represented by any means reproducible in writing, including any form of print, lithograph, email, facsimile, photograph or telex or represented by any other substitute or format for storage or transmission for writing including in the form of an electronic record or partly one and partly another;

(h) any requirements as to delivery under the Articles include delivery in the form of an electronic record or an electronic communication;

(i) any requirements as to execution or signature under the Articles, including the execution of the Articles themselves, can be satisfied in the form of an electronic signature as defined in the Electronic Transactions Act; and

(j) Sections 8 and 19(3) of the Electronic Transactions Act shall not apply.

3. Subject to the last two preceding Articles, any words defined in the Companies Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

PRELIMINARY

4. The business of the Company may be conducted as the Directors see fit.

5. The Registered Office shall be at such address in the Cayman Islands as the Directors may from time to time determine. The Company may in addition establish and maintain such other offices and places of business and agencies in such places as the Directors may from time to time determine.

6. The expenses incurred in the formation of the Company and in connection with the offer for subscription and issue of Shares shall be paid by the Company. Such expenses may be amortized over such period as the Directors may determine and the amount so paid shall be charged against income or capital in the accounts of the Company as the Directors shall determine.

7. The Directors shall keep, or cause to be kept, the Register at such place as the Directors may from time to time determine and, in the absence of any such determination, the Register shall be kept at the Registered Office.

SHARES

8. Subject to these Articles, all Shares for the time being unissued shall be under the control of the Directors who may, in their absolute discretion and without the approval of the Members, cause the Company to:

   (a) issue, allot and dispose of Shares (including, without limitation, preferred shares) (whether in certificated form or non-certificated form) to such Persons, in such manner, on such terms and having such rights and being subject to such restrictions as they may from time to time determine;

   (b) grant rights over Shares or other securities to be issued in one or more classes or series as they deem necessary or appropriate and determine the designations, powers, preferences, privileges and other rights attaching to such Shares or securities, including dividend rights, voting rights, conversion rights, terms of redemption and liquidation preferences, any or all of which may be greater than the powers, preferences, privileges and rights associated with the then issued and outstanding Shares, at such times and on such other terms as they think proper; and

(c) grant options with respect to Shares and issue warrants or similar instruments with respect thereto.

9. The Directors may authorize the division of Shares into any number of Classes and the different Classes shall be authorized, established and designated (or re-designated as the case may be) and the variations in the relative rights (including, without limitation, voting, dividend and redemption rights), restrictions, preferences, privileges and payment obligations as between the different Classes (if any) may be fixed and determined by the Directors or by a Special Resolution. The Directors may issue Shares with such preferred or other rights, all or any of which may be greater than the rights of Ordinary Shares, at such time and on such terms as they may think appropriate. Notwithstanding Article 17, the Directors may issue from time to time, out of the authorised share capital of the Company (other than the authorised but unissued Ordinary Shares), series of preferred shares in their absolute discretion and without approval of the Members; provided, however, before any preferred shares of any such series are issued, the Directors shall by resolution of Directors determine, with respect to any series of preferred shares, the terms and rights of that series, including:

(a) the designation of such series, the number of preferred shares to constitute such series and the subscription price thereof if different from the par value thereof;

(b) whether the preferred shares of such series shall have voting rights, in addition to any voting rights provided by law, and, if so, the terms of such voting rights, which may be general or limited;

(c) the dividends, if any, payable on such series, whether any such dividends shall be cumulative, and, if so, from what dates, the conditions and dates upon which such dividends shall be payable, and the preference or relation which such dividends shall bear to the dividends payable on any shares of any other class or any other series of shares;

(d) whether the preferred shares of such series shall be subject to redemption by the Company, and, if so, the times, prices and other conditions of such redemption;

(e) whether the preferred shares of such series shall have any rights to receive any part of the assets available for distribution amongst the Members upon the liquidation of the Company, and, if so, the terms of such liquidation preference, and the relation which such liquidation preference shall bear to the entitlements of the holders of shares of any other class or any other series of shares;

(f) whether the preferred shares of such series shall be subject to the operation of a retirement or sinking fund and, if so, the extent to and manner in which any such retirement or sinking fund shall be applied to the purchase or redemption of the preferred shares of such series for retirement or other corporate purposes and the terms and provisions relative to the operation thereof;

(g) whether the preferred shares of such series shall be convertible into, or exchangeable for, shares of any other class or any other series of preferred shares or any other securities and, if so, the price or prices or the rate or rates of conversion or exchange and the method, if any, of adjusting the same, and any other terms and conditions of conversion or exchange;

(h) the limitations and restrictions, if any, to be effective while any preferred shares of such series are outstanding upon the payment of dividends or the making of other distributions on, and upon the purchase, redemption or other acquisition by the Company of, the existing shares or shares of any other class of shares or any other series of preferred shares;

(i) the conditions or restrictions, if any, upon the creation of indebtedness of the Company or upon the issue of any additional shares, including additional shares of such series or of any other class of shares or any other series of preferred shares; and

(j) any other powers, preferences and relative, participating, optional and other special rights, and any qualifications, limitations and restrictions thereof;

and, for such purposes, the Directors may reserve an appropriate number of Shares for the time being unissued. The Company shall not issue Shares to bearer.

10. The Company may insofar as may be permitted by law, pay a commission to any Person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any Shares. Such commissions may be satisfied by the payment of cash or the lodgment of fully or partly paid-up Shares or partly in one way and partly in the other. The Company may also pay such brokerage as may be lawful on any issue of Shares.

11. The Directors may refuse to accept any application for Shares, and may accept any application in whole or in part, for any reason or for no reason.

12. Holders of Class A Ordinary Shares, Class B Ordinary Shares and Class C Ordinary Shares shall at all times vote together as one class on all resolutions submitted to a vote by the Members. Each Class A Ordinary Share shall entitle the holder thereof to one (1) vote on all matters subject to vote at general meetings of the Company, each Class B Ordinary Share shall entitle the holder thereof to ten (10) votes on all matters subject to vote at general meetings of the Company, and each Class C Ordinary Share shall entitle the holder thereof to two (2) votes on all matters subject to vote at general meetings of the Company.

13. Each Class B Ordinary Share is convertible into one (1) Class A Ordinary Share at any time at the option of the holder thereof. Each Class C Ordinary Share is convertible into one (1) Class A Ordinary Share at any time at the option of the holder thereof. The right to convert shall be exercisable by the holder of the Class B Ordinary Share or Class C Ordinary Share (as the case may be) delivering a written notice to the Company that such holder elects to convert a specified number of Class B Ordinary Shares or Class C Ordinary Shares into Class A Ordinary Shares. In no event shall Class A Ordinary Shares be convertible into Class B Ordinary Shares or Class C Ordinary Shares. In no event shall Class B Ordinary Shares be convertible into Class C Ordinary Shares, nor shall Class C Ordinary Shares be convertible into Class B Ordinary Shares.

14. Any conversion of Class B Ordinary Shares or Class C Ordinary Shares (as the case may be) into Class A Ordinary Shares pursuant to these Articles shall be effected by means of the re-designation and re-classification of each relevant Class B Ordinary Share or Class C Ordinary Share (as the case may be) as a Class A Ordinary Share. Such conversion shall become effective forthwith upon entries being made in the Register to record the re-designation and re-classification of the relevant Class B Ordinary Shares or Class C Ordinary Shares (as the case may be) as Class A Ordinary Shares.

15.

(a) Any number of Class B Ordinary Shares held by the Founder or any Founder Affiliate shall be automatically and immediately converted into an equal number of Class A Ordinary Shares on the earlier to occur of (i) the total number of Class B Ordinary Shares directly and indirectly owned by the Founder and any and all Founder Affiliates, which shall equal the sum of (A) the total number of Class B Ordinary Shares directly held by the Founder and any and all Founder Affiliates, plus (B) the total number of Class B Ordinary Shares indirectly held by the Founder and any and all Founder Affiliates through Newlink, which shall be deemed as the product of the number of Class B Ordinary Shares then held by Newlink multiplied by the Retention Ratio, is smaller than 50% of the total number of the issued and outstanding Class B Ordinary Shares as of immediately after the consummation of the Business Combination Closing, and (ii) the Founder having been convicted in a final and non-appealable judgment of, or having entered a plea of guilty to, a felony or criminal act resulting in his inability to perform his official duties in the Company for a period of more than 90 days.

(b) Any number of Class B Ordinary Shares or Class C Ordinary Shares, as the case may be, held by a holder thereof will be automatically and immediately converted into an equal number of Class A Ordinary Shares upon the occurrence of any direct or indirect sale, transfer, assignment or disposition of such number of Class B Ordinary Shares and/or Class C Ordinary Shares by the holder thereof or the direct or indirect transfer or assignment of the voting power attached to such number of Class B Ordinary Shares and/or Class C Ordinary Shares through voting proxy or otherwise to any Person that is not the Founder or a Founder Affiliate. Notwithstanding the foregoing, the creation of any pledge, charge, encumbrance or other third party right of whatever description on any of Class B Ordinary Shares and/or Class C Ordinary Shares or on the issued and outstanding voting securities or the assets of a holder of Class B Ordinary Shares and/or Class C Ordinary Shares (as the case may be) to secure contractual or legal obligations shall not be deemed as a sale, transfer, assignment or disposition unless and until any such pledge, charge, encumbrance or other third party right is enforced and results in a third party that is not the Founder or a Founder Affiliate holding directly or indirectly beneficial ownership or voting power through voting proxy or otherwise to the related Class B Ordinary Shares and/or Class C Ordinary Shares or to the related issued and outstanding voting securities or the assets (as the case may be) of the holder of Class B Ordinary Shares and/or Class C Ordinary Shares, in which case all the related Class B Ordinary Shares and/or Class C Ordinary Shares shall be automatically converted into the same number of Class A Ordinary Shares.

(c) Any Class B Ordinary Shares held by Newlink shall not be sold, assigned, disposed of or otherwise transferred to any Person other than the Founder and Founder Affiliates.

16. Save and except for voting rights and conversion rights as set out in Articles 12 to 15 (inclusive) and Article 77, the Class A Ordinary Shares, the Class B Ordinary Shares and the Class C Ordinary Shares shall rank *pari passu* with one another and shall have the same rights, preferences, privileges and restrictions.

MODIFICATION OF RIGHTS

17. Whenever the capital of the Company is divided into different Classes the rights attached to any such Class may, subject to any rights or restrictions for the time being attached to any Class, only be materially and adversely varied with the consent in writing of the holders of at least two-thirds of the issued Shares of that Class or with the sanction of a Special Resolution passed at a separate meeting of the holders of the Shares of that Class. To every such separate meeting all the provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall, *mutatis mutandis*, apply, except that the necessary quorum shall be one or more Persons holding or representing by proxy at least one-third in nominal or par value amount of the issued Shares of the relevant Class (but so that if at any adjourned meeting of such holders a quorum as above defined is not Present, those Shareholders who are Present shall form a quorum) and that, subject to any rights or restrictions for the time being attached to the Shares of that Class, every Shareholder of the Class shall on a poll have one vote for each Share of the Class held by him. For the purposes of this Article the Directors may treat all the Classes or any two or more Classes as forming one Class if they consider that all such Classes would be affected in the same way by the proposals under consideration, but in any other case shall treat them as separate Classes.

18. The rights conferred upon the holders of the Shares of any Class issued with preferred or other rights shall not, subject to any rights or restrictions for the time being attached to the Shares of that Class, be deemed to be materially and adversely varied by, inter alia, the creation, allotment or issue of further Shares ranking *pari passu* with or subsequent to them or the redemption or purchase of any Shares of any Class by the Company. The rights of the holders of Shares shall not be deemed to be materially and adversely varied by the creation or issue of Shares with preferred or other rights including, without limitation, the creation of Shares with enhanced or weighted voting rights.

CERTIFICATES

19. Every Person whose name is entered as a Member in the Register may, without payment and upon its written request, request a certificate within two calendar months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) in the form determined by the Directors. All certificates shall specify the Share or Shares held by that Person, provided that in respect of a Share or Shares held jointly by several Persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a Share to one of several joint holders shall be sufficient delivery to all. All certificates for Shares shall be delivered personally or sent through the post addressed to the Member entitled thereto at the Member's registered address as appearing in the Register unless otherwise specified in writing by such Member.

20. Every share certificate of the Company shall bear legends required under the applicable laws, including the Securities Act.

21. Any two or more certificates representing Shares of any one Class held by any Member may at the Member's request be cancelled and a single new certificate for such Shares issued in lieu on payment (if the Directors shall so require) of one dollar (US$1.00) or such smaller sum as the Directors shall determine.

22. If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same Shares may be issued to the relevant Member upon request, subject to delivery up of the old certificate or (if alleged to have been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in connection with the request as the Directors may think fit.

23. In the event that Shares are held jointly by several Persons, any request may be made by any one of the joint holders and if so made shall be binding on all of the joint holders.

FRACTIONAL SHARES

24. The Directors may issue fractions of a Share and, if so issued, a fraction of a Share shall be subject to and carry the corresponding fraction of liabilities (whether with respect to nominal or par value, premium, contributions, calls or otherwise), limitations, preferences, privileges, qualifications, restrictions, rights (including, without prejudice to the generality of the foregoing, voting and participation rights) and other attributes of a whole Share. If more than one fraction of a Share of the same Class is issued to or acquired by the same Shareholder such fractions shall be accumulated.

LIEN

25. The Company has a first and paramount lien on every Share (whether or not fully paid) for all amounts (whether presently payable or not) payable at a fixed time or called in respect of that Share. The Company also has a first and paramount lien on every Share registered in the name of a Person indebted or under liability to the Company (whether he is the sole registered holder of a Share or one of two or more joint holders) for all amounts owing by him or his estate to the Company (whether or not presently payable). The Directors may at any time declare a Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share extends to any amount payable in respect of it, including but not limited to dividends.

26. The Company may sell, in such manner as the Directors in their absolute discretion think fit, any Share on which the Company has a lien, but no sale shall be made unless an amount in respect of which the lien exists is presently payable nor until the expiration of fourteen (14) calendar days after a notice in writing, demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the Share, or the Persons entitled thereto by reason of his death or bankruptcy.

27. For giving effect to any such sale the Directors may authorize a Person to transfer the Shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the Shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

28. The proceeds of the sale after deduction of expenses, fees and commissions incurred by the Company shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue shall (subject to a like lien for sums not presently payable as existed upon the Shares prior to the sale) be paid to the Person entitled to the Shares immediately prior to the sale.

CALLS ON SHARES

29. Subject to the terms of the allotment, the Directors may from time to time make calls upon the Shareholders in respect of any moneys unpaid on their Shares, and each Shareholder shall (subject to receiving at least fourteen (14) calendar days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on such Shares. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

30. The joint holders of a Share shall be jointly and severally liable to pay calls in respect thereof.

31. If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the Person from whom the sum is due shall pay interest upon the sum at the rate of eight percent per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.

32. The provisions of these Articles as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the amount of the Share, or by way of premium, as if the same had become payable by virtue of a call duly made and notified.

33. The Directors may make arrangements with respect to the issue of partly paid Shares for a difference between the Shareholders, or the particular Shares, in the amount of calls to be paid and in the times of payment.

34. The Directors may, if they think fit, receive from any Shareholder willing to advance the same all or any part of the moneys uncalled and unpaid upon any partly paid Shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate (not exceeding without the sanction of an Ordinary Resolution, eight percent per annum) as may be agreed upon between the Shareholder paying the sum in advance and the Directors. No such sum paid in advance of calls shall entitle the Member paying such sum to any portion of a dividend declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

FORFEITURE OF SHARES

35. If a Shareholder fails to pay any call or instalment of a call in respect of partly paid Shares on the day appointed for payment, the Directors may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

36. The notice shall name a further day (not earlier than the expiration of fourteen (14) calendar days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed, the Shares in respect of which the call was made will be liable to be forfeited.

37. If the requirements of any such notice as aforesaid are not complied with, any Share in respect of which the notice has been given may at any time thereafter, before the payment required by notice has been made, be forfeited by a resolution of the Directors to that effect.

38. A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

39. A Person whose Shares have been forfeited shall cease to be a Shareholder in respect of the forfeited Shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which at the date of forfeiture were payable by him to the Company in respect of the Shares forfeited, but his liability shall cease if and when the Company receives payment in full of the amount unpaid on the Shares forfeited.

40. A certificate in writing under the hand of a Director that a Share has been duly forfeited on a date stated in the certificate shall be conclusive evidence of the facts in the declaration as against all Persons claiming to be entitled to the Share.

41. The Company may receive the consideration, if any, given for a Share on any sale or disposition thereof pursuant to the provisions of these Articles as to forfeiture and may execute a transfer of the Share in favour of the Person to whom the Share is sold or disposed of and that Person shall be registered as the holder of the Share and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the disposition or sale.

42. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a Share becomes due and payable, whether on account of the amount of the Share, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

TRANSFER OF SHARES

43. The instrument of transfer of any Share shall be in writing and in any usual or common form or such other form as the Directors may, in their absolute discretion, approve and be executed by or on behalf of the transferor and if in respect of a nil or partly paid up Share, or if so required by the Directors, shall also be executed on behalf of the transferee and shall be accompanied by the certificate (if any) of the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The transferor shall be deemed to remain a Shareholder until the name of the transferee is entered in the Register in respect of the relevant Shares.

44. (a) The Directors may in their absolute discretion decline to register any transfer of Shares which is not fully paid up or on which the Company has a lien.

(b) The Directors may decline to register any transfer of any Share unless:

(i) the instrument of transfer is lodged with the Company, accompanied by the certificate for the Shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;

(ii) the instrument of transfer is in respect of only one Class of Shares;

(iii) the instrument of transfer is properly stamped, if required;

(iv) in the case of a transfer to joint holders, the number of joint holders to whom the Share is to be transferred does not exceed four; and

(v) a fee of such maximum sum as the Designated Stock Exchange may determine to be payable, or such lesser sum as the Board of Directors may from time to time require, is paid to the Company in respect thereof.

45. The registration of transfers may, on ten (10) calendar days' notice being given by advertisement in such one or more newspapers, by electronic means or by any other means in accordance with the Designated Stock Exchange Rules, be suspended and the Register closed at such times and for such periods as the Directors may, in their discretion, from time to time determine.

46. All instruments of transfer that are registered shall be retained by the Company. If the Directors refuse to register a transfer of any Shares, they shall within three calendar months after the date on which the transfer was lodged with the Company send notice of the refusal to each of the transferor and the transferee.

TRANSMISSION OF SHARES

47. The legal personal representative of a deceased sole holder of a Share shall be the only Person recognized by the Company as having any title to the Share. In the case of a Share registered in the name of two or more holders, the survivors or survivor, or the legal personal representatives of the deceased survivor, shall be the only Person recognized by the Company as having any title to the Share.

48. Any Person becoming entitled to a Share in consequence of the death or bankruptcy of a Shareholder shall, upon such evidence being produced as may from time to time be required by the Directors, have the right either to be registered as a Shareholder in respect of the Share or, instead of being registered himself, to make such transfer of the Share as the deceased or bankrupt Person could have made; but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the deceased or bankrupt Person before the death or bankruptcy.

49. A Person becoming entitled to a Share by reason of the death or bankruptcy of a Shareholder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered Shareholder, except that he shall not, before being registered as a Shareholder in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company, provided however, that the Directors may at any time give notice requiring any such Person to elect either to be registered himself or to transfer the Share, and if the notice is not complied with within ninety (90) calendar days, the Directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the Share until the requirements of the notice have been complied with.

REGISTRATION OF EMPOWERING INSTRUMENTS

50. The Company shall be entitled to charge a fee not exceeding one U.S. dollar (US$1.00) on the registration of every probate, letters of administration, certificate of death or marriage, power of attorney, notice in lieu of distringas, or other instrument.

ALTERATION OF SHARE CAPITAL

51. The Company may from time to time by Ordinary Resolution increase the share capital by such sum, to be divided into Shares of such Classes and amount, as the resolution shall prescribe.

52. The Company may by Ordinary Resolution:

(a) increase its share capital by new Shares of such amount as it thinks expedient;

(b) consolidate and divide all or any of its share capital into Shares of a larger amount than its existing Shares;

(c) subdivide its Shares, or any of them, into Shares of an amount smaller than that fixed by the Memorandum, provided that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced Share shall be the same as it was in case of the Share from which the reduced Share is derived; and

(d) cancel any Shares that, at the date of the passing of the resolution, have not been taken or agreed to be taken by any Person and diminish the amount of its share capital by the amount of the Shares so cancelled.

53. The Company may by Special Resolution reduce its share capital and any capital redemption reserve in any manner authorized by the Companies Act.

REDEMPTION, PURCHASE AND SURRENDER OF SHARES

54. Subject to the provisions of the Companies Act and these Articles, the Company may:

    (a) issue Shares that are to be redeemed or are liable to be redeemed at the option of the Shareholder or the Company. The redemption of Shares shall be effected in such manner and upon such terms as may be determined, before the issue of such Shares, by either the Board or by the Shareholders by Special Resolution;

    (b) purchase its own Shares (including any redeemable Shares) on such terms and in such manner and terms as have been approved by the Board or by the Members by Ordinary Resolution, or are otherwise authorized by these Articles; and

    (c) make a payment in respect of the redemption or purchase of its own Shares in any manner permitted by the Companies Act, including out of capital.

55. The purchase of any Share shall not oblige the Company to purchase any other Share other than as may be required pursuant to applicable law and any other contractual obligations of the Company.

56. The holder of the Shares being purchased shall be bound to deliver up to the Company the certificate(s) (if any) thereof for cancellation and thereupon the Company shall pay to him the purchase or redemption monies or consideration in respect thereof.

57. The Directors may accept the surrender for no consideration of any fully paid Share.

TREASURY SHARES

58. The Directors may, prior to the purchase, redemption or surrender of any Share, determine that such Share shall be held as a Treasury Share.

59. The Directors may determine to cancel a Treasury Share or transfer a Treasury Share on such terms as they think proper (including, without limitation, for nil consideration).

GENERAL MEETINGS

60. All general meetings other than annual general meetings shall be called extraordinary general meetings.

61. (a) The Company may (but shall not be obliged to) in each calendar year hold a general meeting as its annual general meeting and shall specify the meeting as such in the notices calling it. The annual general meeting shall be held at such time and place as may be determined by the Directors.

(b) At these meetings the report of the Directors (if any) shall be presented.

62. (a) The Chairman or a majority of the Directors may call general meetings, and they shall on a Shareholders' requisition forthwith proceed to convene an extraordinary general meeting of the Company.

(b) A Shareholders' requisition is a requisition of Members holding at the date of deposit of the requisition Shares which carry in aggregate not less than one-third (1/3) of all votes attaching to all issued and outstanding Shares of the Company that as at the date of the deposit carry the right to vote at general meetings of the Company.

(c) The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more requisitionists.

(d) If there are no Directors as at the date of the deposit of the Shareholders' requisition, or if the Directors do not within twenty-one (21) calendar days from the date of the deposit of the requisition duly proceed to convene a general meeting to be held within a further forty-five (45) calendar days, the requisitionists, or any of them representing more than one-half (1/2) of the total voting rights of all of them, may themselves convene a general meeting, but any meeting so convened shall not be held after the expiration of three calendar months after the expiration of the said forty-five (45) calendar days.

(e) A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

NOTICE OF GENERAL MEETINGS

63. At least seven (7) calendar days' notice shall be given for any general meeting. Every notice shall be exclusive of the day on which it is given or deemed to be given and of the day for which it is given and shall specify the place, the day and the hour of the meeting and the general nature of the business and shall be given in the manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company, provided that a general meeting of the Company shall, whether or not the notice specified in this Article has been given and whether or not the provisions of these Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed:

(a) in the case of an annual general meeting, by all the Shareholders (or their proxies) entitled to attend and vote thereat; and

(b) in the case of an extraordinary general meeting, by two-thirds (2/3) of the Shareholders having a right to attend and vote at the meeting, Present at the meeting.

64. The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by any Shareholder shall not invalidate the proceedings at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

65. No business except for the appointment of a chairman for the meeting shall be transacted at any general meeting unless a quorum of Shareholders is Present at the time when the meeting proceeds to business. One or more Shareholders holding Shares which carry in aggregate (or representing by proxy) not less than one-third (1/3) of all votes attaching to all Shares in issue and entitled to vote at such general meeting and Present at the meeting shall be a quorum for all purposes.

66. If within half an hour from the time appointed for the meeting a quorum is not Present, the meeting shall be dissolved.

67. If the Directors wish to make this facility available for a specific general meeting or all general meetings of the Company, attendance and participation in any general meeting of the Company may be by means of Communication Facilities. Without limiting the generality of the foregoing, the Directors may determine that any general meeting may be held as a Virtual Meeting. The notice of any general meeting at which Communication Facilities will be utilized (including any Virtual Meeting) must disclose the Communication Facilities that will be used, including the procedures to be followed by any Shareholder or other participant of the meeting who wishes to utilize such Communication Facilities for the purposes of attending and participating in such meeting, including attending and casting any vote thereat.

68. The Chairman, if any, shall preside as chairman at every general meeting of the Company.

69. If there is no such Chairman, or if at any general meeting he is not Present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman of the meeting, any Director or Person nominated by the Directors shall preside as chairman of that meeting, failing which the Shareholders Present shall choose any Person Present to be chairman of that meeting.

70. The chairman of any general meeting (including any Virtual Meeting) shall be entitled to attend and participate at any such general meeting by means of Communication Facilities, and to act as the chairman of such general meeting, in which event the following provisions shall apply:

(a) The chairman of the meeting shall be deemed to be Present at the meeting; and

(b) If the Communication Facilities are interrupted or fail for any reason to enable the chairman of the meeting to hear and be heard by all other Persons participating in the meeting, then the other Directors Present at the meeting shall choose another Director Present to act as chairman of the meeting for the remainder of the meeting; provided that if no other Director is Present at the meeting, or if all the Directors Present decline to take the chair, then the meeting shall be automatically adjourned to the same day in the next week and at such time and place as shall be decided by the Board of Directors.

71. The chairman of the meeting may with the consent of any general meeting at which a quorum is Present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting, or adjourned meeting, is adjourned for fourteen (14) calendar days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

72. The Directors may cancel or postpone any duly convened general meeting at any time prior to such meeting, except for general meetings requisitioned by the Shareholders in accordance with these Articles, for any reason or for no reason, upon notice in writing to Shareholders. A postponement may be for a stated period of any length or indefinitely as the Directors may determine.

73. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman of the meeting or any Shareholder holding not less than ten percent (10%) of the votes attaching to the Shares Present, and unless a poll is so demanded, a declaration by the chairman of the meeting that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favor of, or against, that resolution.

74. If a poll is duly demanded it shall be taken in such manner as the chairman of the meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

75. All questions submitted to a meeting shall be decided by an Ordinary Resolution except where a greater majority is required by these Articles or by the Companies Act. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

76. A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.

VOTES OF SHAREHOLDERS

77. Subject to any rights and restrictions for the time being attached to any Share, on a show of hands every Shareholder Present at the meeting shall, at a general meeting of the Company, each have one vote and on a poll every Shareholder Present at the meeting shall have one (1) vote for each Class A Ordinary Share, ten (10) votes for each Class B Ordinary Share and two (2) votes for each of Class C Ordinary Share of which it is the holder.

78. In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy (or, if a corporation or other non-natural person, by its duly authorized representative or proxy) shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register.

79. Shares carrying the right to vote that are held by a Shareholder of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may be voted, whether on a show of hands or on a poll, by his committee, or other Person in the nature of a committee appointed by that court, and any such committee or other Person may vote in respect of such Shares by proxy.

80. No Shareholder shall be entitled to vote at any general meeting of the Company unless all calls, if any, or other sums presently payable by him in respect of Shares carrying the right to vote held by him have been paid.

81. On a poll votes may be given either personally or by proxy.

82. Each Shareholder, other than a recognized clearing house (or its nominee(s)) or depositary (or its nominee(s)), may only appoint one proxy on a show of hand. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing or, if the appointor is a corporation, either under Seal or under the hand of an officer or attorney duly authorized. A proxy need not be a Shareholder.

83. An instrument appointing a proxy may be in any usual or common form or such other form as the Directors may approve.

84. The instrument appointing a proxy shall be deposited at the Registered Office or at such other place as is specified for that purpose in the notice convening the meeting, or in any instrument of proxy sent out by the Company:

    (a) not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

    (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

    (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded be delivered at the meeting at which the poll was demanded to the chairman of the meeting or to the secretary or to any Director;

    provided that the Directors may in the notice convening the meeting, or in an instrument of proxy sent out by the Company, direct that the instrument appointing a proxy may be deposited at such other time (no later than the time for holding the meeting or adjourned meeting) at the Registered Office or at such other place as is specified for that purpose in the notice convening the meeting, or in any instrument of proxy sent out by the Company. The chairman of the meeting may in any event at his discretion direct that an instrument of proxy shall be deemed to have been duly deposited. An instrument of proxy that is not deposited in the manner permitted shall be invalid.

85. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

86. A resolution in writing signed by all the Shareholders for the time being entitled to receive notice of and to attend and vote at general meetings of the Company (or being corporations by their duly authorized representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

87. Any corporation which is a Shareholder or a Director may by resolution of its directors or other governing body authorize such Person as it thinks fit to act as its representative at any meeting of the Company or of any meeting of holders of a Class or of the Directors or of a committee of Directors, and the Person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Shareholder or Director.

DEPOSITARY AND CLEARING HOUSES

88. If a recognized clearing house (or its nominee(s)) or depositary (or its nominee(s)) is a Member of the Company it may, by resolution of its directors or other governing body or by power of attorney, authorize such Person(s) as it thinks fit to act as its representative(s) at any general meeting of the Company or of any Class of Shareholders provided that, if more than one Person is so authorized, the authorization shall specify the number and Class of Shares in respect of which each such Person is so authorized. A Person so authorized pursuant to this Article shall be entitled to exercise the same powers on behalf of the recognized clearing house (or its nominee(s)) or depositary (or its nominee(s)) which he represents as that recognized clearing house (or its nominee(s)) or depositary (or its nominee(s)) could exercise if it were an individual Member holding the number and Class of Shares specified in such authorization, including the right to vote individually on a show of hands.

DIRECTORS

89. (a) Unless otherwise determined by the Company in general meeting, the number of Directors shall not be less than three (3) Directors, the exact number of Directors to be determined from time to time by the Board of Directors.

(b) The Chairman shall be the Founder, as long as the Founder is a Director. In the event that the Founder is not a Director, the Board of Directors shall elect and appoint a Chairman by a majority of the Directors then in office. The period for which the Chairman will hold office will also be determined by a majority of all of the Directors then in office. The Chairman shall preside as chairman at every meeting of the Board of Directors. To the extent the Chairman is not present at a meeting of the Board of Directors within thirty (30) minutes after the time appointed for holding the same, the attending Directors may choose one of their number to be the chairman of the meeting.

(c) The Company may by Ordinary Resolution appoint any person to be a Director.

(d) Notwithstanding anything to the contrary in these Articles, if a Member holds no less than sixty percent (60%) of the total number of issued and outstanding shares of the Company, such Member shall be entitled to nominate four (4) individuals to serve as Directors.

(e) The Board may, by the affirmative vote of a simple majority of the remaining Directors present and voting at a Board meeting, appoint any person as a Director, to fill a casual vacancy on the Board or as an addition to the existing Board.

(f) An appointment of a Director may be on terms that the Director shall automatically retire from office (unless he has sooner vacated office) at the next or a subsequent annual general meeting or upon any specified event or after any specified period in a written agreement between the Company and the Director, if any; but no such term shall be implied in the absence of express provision. Each Director whose term of office expires shall be eligible for re-election at a meeting of the Shareholders or re-appointment by the Board.

90. A Director may be removed from office by Ordinary Resolution (except with regard to the Chairman, who may be removed from office by Special Resolution), notwithstanding anything in these Articles or in any agreement between the Company and such Director (but without prejudice to any claim for damages under such agreement). A vacancy on the Board created by the removal of a Director under the previous sentence may be filled by Ordinary Resolution or by the affirmative vote of a simple majority of the remaining Directors present and voting at a Board meeting. The notice of any meeting at which a resolution to remove a Director shall be proposed or voted upon must contain a statement of the intention to remove that Director and such notice must be served on that Director not less than ten (10) calendar days before the meeting. Such Director is entitled to attend the meeting and be heard on the motion for his removal.

91. The Board may, from time to time, and except as required by applicable law or Designated Stock Exchange Rules, adopt, institute, amend, modify or revoke the corporate governance policies or initiatives of the Company and determine on various corporate governance related matters of the Company as the Board shall determine by resolution of Directors from time to time.

92. A Director shall not be required to hold any Shares in the Company by way of qualification. A Director who is not a Member of the Company shall nevertheless be entitled to attend and speak at general meetings.

93. The remuneration of the Directors may be determined by the Directors or by Ordinary Resolution.

94. The Directors shall be entitled to be paid for their travelling, hotel and other expenses properly incurred by them in going to, attending and returning from meetings of the Directors, or any committee of the Directors, or general meetings of the Company, or otherwise in connection with the business of the Company, or to receive such fixed allowance in respect thereof as may be determined by the Directors from time to time, or a combination partly of one such method and partly the other.

ALTERNATE DIRECTOR OR PROXY

95. Any Director may in writing appoint another Person to be his alternate and, save to the extent provided otherwise in the form of appointment, such alternate shall have authority to sign written resolutions on behalf of the appointing Director, but shall not be required to sign such written resolutions where they have been signed by the appointing director, and to act in such Director's place at any meeting of the Directors at which the appointing Director is unable to be present. Every such alternate shall be entitled to attend and vote at meetings of the Directors as a Director when the Director appointing him is not personally present and where he is a Director to have a separate vote on behalf of the Director he is representing in addition to his own vote. A Director may at any time in writing revoke the appointment of an alternate appointed by him. Such alternate shall be deemed for all purposes to be a Director of the Company and shall not be deemed to be the agent of the Director appointing him. The remuneration of such alternate shall be payable out of the remuneration of the Director appointing him and the proportion thereof shall be agreed between them.

96. Any Director may appoint any Person, whether or not a Director, to be the proxy of that Director to attend and vote on his behalf, in accordance with instructions given by that Director, or in the absence of such instructions at the discretion of the proxy, at a meeting or meetings of the Directors which that Director is unable to attend personally. The instrument appointing the proxy shall be in writing under the hand of the appointing Director and shall be in any usual or common form or such other form as the Directors may approve, and must be lodged with the chairman of the meeting of the Directors at which such proxy is to be used, or first used, prior to the commencement of the meeting.

POWERS AND DUTIES OF DIRECTORS

97. Subject to the Companies Act, these Articles and to any resolutions passed in a general meeting, the business of the Company shall be managed by the Directors, who may pay all expenses incurred in setting up and registering the Company and may exercise all powers of the Company. No resolution passed by the Company in general meeting shall invalidate any prior act of the Directors that would have been valid if that resolution had not been passed.

98. Subject to these Articles, the Directors may from time to time appoint any natural person or corporation, whether or not a Director to hold such office in the Company as the Directors may think necessary for the administration of the Company, including but not limited to, chief executive officer, and for such term and at such remuneration (whether by way of salary or commission or participation in profits or partly in one way and partly in another), and with such powers and duties as the Directors may think fit. Any natural person or corporation so appointed by the Directors may be removed by the Directors. The Directors may also appoint one or more of their number to the office of managing director upon like terms, but any such appointment shall ipso facto terminate if any managing director ceases for any cause to be a Director, or if the Company by Ordinary Resolution resolves that his tenure of office be terminated.

99. The Directors may appoint any natural person or corporation to be a Secretary (and if need be an assistant Secretary or assistant Secretaries) who shall hold office for such term, at such remuneration and upon such conditions and with such powers as they think fit. Any Secretary or assistant Secretary so appointed by the Directors may be removed by the Directors or by the Company by Ordinary Resolution.

100. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

101. The Directors may from time to time and at any time by power of attorney (whether under Seal or under hand) or otherwise appoint any company, firm or Person or body of Persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys or authorized signatory (any such Person being an "Attorney" or "Authorized Signatory", respectively) of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney or other appointment may contain such provisions for the protection and convenience of Persons dealing with any such Attorney or Authorized Signatory as the Directors may think fit, and may also authorize any such Attorney or Authorized Signatory to delegate all or any of the powers, authorities and discretion vested in him.

102. The Directors may from time to time provide for the management of the affairs of the Company in such manner as they shall think fit and the provisions contained in the three next following Articles shall not limit the general powers conferred by this Article.

103. The Directors from time to time and at any time may establish any committees, local boards or agencies for managing any of the affairs of the Company and may appoint any natural person or corporation to be a member of such committees or local boards and may appoint any managers or agents of the Company and may fix the remuneration of any such natural person or corporation.

104. The Directors from time to time and at any time may delegate to any such committee, local board, manager or agent any of the powers, authorities and discretions for the time being vested in the Directors and may authorize the members for the time being of any such local board, or any of them to fill any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit and the Directors may at any time remove any natural person or corporation so appointed and may annul or vary any such delegation, but no Person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

105. Any such delegates as aforesaid may be authorized by the Directors to sub-delegate all or any of the powers, authorities, and discretion for the time being vested in them.

BORROWING POWERS OF DIRECTORS

106. The Directors may from time to time at their discretion exercise all the powers of the Company to raise or borrow money and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital or any part thereof, to issue debentures, debenture stock, bonds and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

THE SEAL

107. The Seal shall not be affixed to any instrument except by the authority of a resolution of the Directors provided always that such authority may be given prior to or after the affixing of the Seal and if given after may be in general form confirming a number of affixing of the Seal. The Seal shall be affixed in the presence of a Director or a Secretary (or an assistant Secretary) or in the presence of any one or more Persons as the Directors may appoint for the purpose and every Person as aforesaid shall sign every instrument to which the Seal is so affixed in their presence.

108. The Company may maintain a facsimile of the Seal in such countries or places as the Directors may appoint and such facsimile Seal shall not be affixed to any instrument except by the authority of a resolution of the Directors provided always that such authority may be given prior to or after the affixing of such facsimile Seal and if given after may be in general form confirming a number of affixing of such facsimile Seal. The facsimile Seal shall be affixed in the presence of such Person or Persons as the Directors shall for this purpose appoint and such Person or Persons as aforesaid shall sign every instrument to which the facsimile Seal is so affixed in their presence and such affixing of the facsimile Seal and signing as aforesaid shall have the same meaning and effect as if the Seal had been affixed in the presence of and the instrument signed by a Director or a Secretary (or an assistant Secretary) or in the presence of any one or more Persons as the Directors may appoint for the purpose.

109. Notwithstanding the foregoing, a Secretary or any assistant Secretary shall have the authority to affix the Seal, or the facsimile Seal, to any instrument for the purposes of attesting authenticity of the matter contained therein but which does not create any obligation binding on the Company.

DISQUALIFICATION OF DIRECTORS

110. The office of Director shall be vacated, if the Director:

(a) becomes bankrupt;

(b) dies or is found to be or becomes of unsound mind;

(c) resigns his office by notice in writing to the Company;

(d) without leave of absence from the Board, is absent from meetings of the Board for three consecutive meetings and the Board resolves that his office be vacated; or

(e) is removed from office pursuant to any other provision of these Articles.

PROCEEDINGS OF DIRECTORS

111. The Directors may meet together (either within or outside the Cayman Islands) for the dispatch of business, adjourn, and otherwise regulate their meetings and proceedings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. At any meeting of the Directors, each Director present in person or represented by his proxy or alternate shall be entitled to one (1) vote. In case of an equality of votes the Chairman shall have a second or casting vote. A Director may, and a Secretary or assistant Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

112. A Director may participate in any meeting of the Directors, or of any committee appointed by the Directors of which such Director is a member, by means of telephone or similar communication equipment by way of which all Persons participating in such meeting can communicate with each other and such participation shall be deemed to constitute presence in person at the meeting.

113. The quorum necessary for the transaction of the business of the Board may be fixed by the Directors, and unless so fixed, the quorum shall be a majority of Directors then in office, including the Chairman; provided, however, a quorum shall nevertheless exist at a meeting at which a quorum would exist but for the fact that the Chairman is absent from the meeting and notifies the Board of his decision to be absent from that meeting, before or at the meeting. A Director represented by proxy or by an alternate Director at any meeting shall be deemed to be present for the purposes of determining whether or not a quorum is present.

114. A Director who is in any way, whether directly or indirectly, interested in a contract or transaction or proposed contract or transaction with the Company shall declare the nature of his interest at a meeting of the Directors. A general notice given to the Directors by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract or transaction which may thereafter be made with that company or firm shall be deemed a sufficient declaration of interest in regard to any contract so made or transaction so consummated. Subject to the Designated Stock Exchange Rules and disqualification by the chairman of the relevant Board meeting, a Director may vote in respect of any contract or transaction or proposed contract or transaction notwithstanding that he may be interested therein and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of the Directors at which any such contract or transaction or proposed contract or transaction shall come before the meeting for consideration.

115. A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established. A Director, notwithstanding his interest, may be counted in the quorum present at any meeting of the Directors whereat he or any other Director is appointed to hold any such office or place of profit under the Company or whereat the terms of any such appointment are arranged and he may vote on any such appointment or arrangement.

116. Any Director may act by himself or through his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorize a Director or his firm to act as auditor to the Company.

117. The Directors shall cause minutes to be made for the purpose of recording:

(a) all appointments of officers made by the Directors;

(b) the names of the Directors present at each meeting of the Directors and of any committee of the Directors; and

(c) all resolutions and proceedings at all meetings of the Company, and of the Directors and of committees of Directors.

118. When the chairman of a meeting of the Directors signs the minutes of such meeting the same shall be deemed to have been duly held notwithstanding that all the Directors have not actually come together or that there may have been a technical defect in the proceedings.

119. A resolution in writing signed by all the Directors or all the members of a committee of Directors entitled to receive notice of a meeting of Directors or committee of Directors, as the case may be (an alternate Director, subject as provided otherwise in the terms of appointment of the alternate Director, being entitled to sign such a resolution on behalf of his appointer), shall be as valid and effectual as if it had been passed at a duly called and constituted meeting of Directors or committee of Directors, as the case may be. When signed a resolution may consist of several documents each signed by one or more of the Directors or his duly appointed alternate.

120. The continuing Directors may act notwithstanding any vacancy in their body but if and for so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number, or of summoning a general meeting of the Company, but for no other purpose.

121. Subject to any regulations imposed on it by the Directors, a committee appointed by the Directors may elect a chairman of its meetings. If no such chairman is elected, or if at any meeting the chairman is not present within fifteen minutes after the time appointed for holding the meeting, the committee members present may choose one of their member to be chairman of the meeting.

122. A committee appointed by the Directors may meet and adjourn as it thinks proper. Subject to any regulations imposed on it by the Directors, questions arising at any meeting shall be determined by a majority of votes of the committee members present and in case of an equality of votes the chairman shall have a second or casting vote.

123. All acts done by any meeting of the Directors or of a committee of Directors, or by any Person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or Person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Person had been duly appointed and was qualified to be a Director.

PRESUMPTION OF ASSENT

124. A Director who is present at a meeting of the Board of Directors at which an action on any Company matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent from such action with the person acting as the chairman or secretary of the meeting before the adjournment thereof or shall forward such dissent by registered post to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

DIVIDENDS

125. Subject to any rights and restrictions for the time being attached to any Shares, the Directors may from time to time declare dividends (including interim dividends) and other distributions on Shares in issue and authorize payment of the same out of the funds of the Company lawfully available therefor.

126. Subject to any rights and restrictions for the time being attached to any Shares, the Company by Ordinary Resolution may declare dividends, but no dividend shall exceed the amount recommended by the Directors.

127. The Directors may, before recommending or declaring any dividend, set aside out of the funds legally available for distribution such sums as they think proper as a reserve or reserves which shall, in the absolute discretion of the Directors, be applicable for meeting contingencies or for equalizing dividends or for any other purpose to which those funds may be properly applied, and pending such application may in the absolute discretion of the Directors, either be employed in the business of the Company or be invested in such investments (other than Shares of the Company) as the Directors may from time to time think fit.

128. Any dividend payable in cash to the holder of Shares may be paid in any manner determined by the Directors. If paid by cheque it will be sent by mail addressed to the holder at his address in the Register, or addressed to such person and at such addresses as the holder may direct. Every such cheque or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the Register in respect of such Shares, and shall be sent at his or their risk and payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company.

129. The Directors may determine that a dividend shall be paid wholly or partly by the distribution of specific assets (which may consist of the shares or securities of any other company) and may settle all questions concerning such distribution. Without limiting the generality of the foregoing, the Directors may fix the value of such specific assets, may determine that cash payment shall be made to some Shareholders in lieu of specific assets and may vest any such specific assets in trustees on such terms as the Directors think fit.

130. Subject to any rights and restrictions for the time being attached to any Shares, all dividends shall be declared and paid according to the amounts paid up on the Shares, but if and for so long as nothing is paid up on any of the Shares dividends may be declared and paid according to the par value of the Shares. No amount paid on a Share in advance of calls shall, while carrying interest, be treated for the purposes of this Article as paid on the Share.

131. If several Persons are registered as joint holders of any Share, any of them may give effective receipts for any dividend or other moneys payable on or in respect of the Share.

132. No dividend shall bear interest against the Company.

133. Any dividend unclaimed after a period of six calendar years from the date of declaration of such dividend may be forfeited by the Board of Directors and, if so forfeited, shall revert to the Company.

ACCOUNTS, AUDIT AND ANNUAL RETURN AND DECLARATION

134. The books of account relating to the Company's affairs shall be kept in such manner as may be determined from time to time by the Directors.

135. The books of account shall be kept at the Registered Office, or at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.

136. The Directors may from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Shareholders not being Directors, and no Shareholder (not being a Director) shall have any right to inspect any account or book or document of the Company except as conferred by law or authorized by the Directors or by Ordinary Resolution.

137. The accounts relating to the Company's affairs shall be audited in such manner and with such financial year end as may be determined from time to time by the Directors or failing any determination as aforesaid shall not be audited.

138. The Directors may appoint an auditor of the Company who shall hold office until removed from office by a resolution of the Directors and may fix his or their remuneration.

139. Every auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the auditors.

140. The auditors shall, if so required by the Directors, make a report on the accounts of the Company during their tenure of office at the next annual general meeting following their appointment, and at any time during their term of office, upon request of the Directors or any general meeting of the Members.

141. The Directors in each calendar year shall prepare, or cause to be prepared, an annual return and declaration setting forth the particulars required by the Companies Act and deliver a copy thereof to the Registrar of Companies in the Cayman Islands.

CAPITALISATION OF RESERVES

142. Subject to the Companies Act, the Directors may:

(a) resolve to capitalize an amount standing to the credit of reserves (including a Share Premium Account, capital redemption reserve and profit and loss account), which is available for distribution;

(b) appropriate the sum resolved to be capitalized to the Shareholders in proportion to the nominal amount of Shares (whether or not fully paid) held by them respectively and apply that sum on their behalf in or towards:

(i) paying up the amounts (if any) for the time being unpaid on Shares held by them respectively, or

(ii) paying up in full unissued Shares or debentures of a nominal amount equal to that sum,

and allot the Shares or debentures, credited as fully paid, to the Shareholders (or as they may direct) in those proportions, or partly in one way and partly in the other, but the Share Premium Account, the capital redemption reserve and profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued Shares to be allotted to Shareholders credited as fully paid;

(c) make any arrangements they think fit to resolve a difficulty arising in the distribution of a capitalized reserve and in particular, without limitation, where Shares or debentures become distributable in fractions the Directors may deal with the fractions as they think fit;

(d) authorize a Person to enter (on behalf of all the Shareholders concerned) into an agreement with the Company providing for either:

(i) the allotment to the Shareholders respectively, credited as fully paid, of Shares or debentures to which they may be entitled on the capitalization, or

(ii) the payment by the Company on behalf of the Shareholders (by the application of their respective proportions of the reserves resolved to be capitalized) of the amounts or part of the amounts remaining unpaid on their existing Shares,

and any such agreement made under this authority being effective and binding on all those Shareholders; and

(e) generally do all acts and things required to give effect to the resolution.

143. Notwithstanding any provisions in these Articles and subject to the Companies Act, the Directors may resolve to capitalize an amount standing to the credit of reserves (including the share premium account, capital redemption reserve and profit and loss account) or otherwise available for distribution by applying such sum in paying up in full unissued Shares to be allotted and issued to:

(a) employees (including Directors) or service providers of the Company or its Affiliates upon exercise or vesting of any options or awards granted under any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Directors or the Members;

(b) any trustee of any trust or administrator of any share incentive scheme or employee benefit scheme to whom shares are to be allotted and issued by the Company in connection with the operation of any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Directors or Members; or

(c) any depositary of the Company for the purposes of the issue, allotment and delivery by the depositary of ADSs to employees (including Directors) or service providers of the Company or its Affiliates upon exercise or vesting of any options or awards granted under any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Directors or the Members.

SHARE PREMIUM ACCOUNT

144. The Directors shall in accordance with the Companies Act establish a Share Premium Account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any Share.

145. There shall be debited to any Share Premium Account on the redemption or purchase of a Share the difference between the nominal value of such Share and the redemption or purchase price provided always that at the discretion of the Directors such sum may be paid out of the profits of the Company or, if permitted by the Companies Act, out of capital.

NOTICES

146. Except as otherwise provided in these Articles, any notice or document may be served by the Company or by the Person entitled to give notice to any Shareholder either personally, or by posting it by airmail or a recognized courier service in a prepaid letter addressed to such Shareholder at his address as appearing in the Register unless otherwise specified in writing by such Shareholder, or by electronic mail to any electronic mail address such Shareholder may have specified in writing for the purpose of such service of notices, or by facsimile to any facsimile number such Shareholder may have specified in writing for the purpose of such service of notices, or by placing it on the Company's Website should the Directors deem it appropriate. In the case of joint holders of a Share, all notices shall be given to that one of the joint holders whose name stands first in the Register in respect of the joint holding, and notice so given shall be sufficient notice to all the joint holders.

147. Notices sent from one country to another shall be sent or forwarded by prepaid airmail or a recognized courier service.

148. Any Shareholder Present, at any meeting of the Company shall for all purposes be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.

149. Any notice or other document, if served by:

(a) post, shall be deemed to have been served five (5) calendar days after the time when the letter containing the same is posted;

(b) facsimile, shall be deemed to have been served upon production by the transmitting facsimile machine of a report confirming transmission of the facsimile in full to the facsimile number of the recipient;

(c) recognized courier service, shall be deemed to have been served 48 hours after the time when the letter containing the same is delivered to the courier service; or

(d) electronic means, shall be deemed to have been served immediately (i) upon the time of the transmission to the electronic mail address supplied by the Shareholder to the Company or (ii) upon the time of its placement on the Company's Website.

In proving service by post or courier service it shall be sufficient to prove that the letter containing the notice or documents was properly addressed and duly posted or delivered to the courier service.

150. Any notice or document delivered or sent by post to or left at the registered address of any Shareholder (unless otherwise specified in writing by such Shareholder) in accordance with the terms of these Articles shall notwithstanding that such Shareholder be then dead or bankrupt, and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any Share registered in the name of such Shareholder as sole or joint holder, unless his name shall at the time of the service of the notice or document have been removed from the Register as the holder of the Share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all Persons interested (whether jointly with or as claiming through or under him) in the Share.

151. Notice of every general meeting of the Company shall be given to:

(a) all Shareholders holding Shares with the right to receive notice and who have supplied to the Company an address for the giving of notices to them; and

(b) every Person entitled to a Share in consequence of the death or bankruptcy of a Shareholder, who but for his death or bankruptcy would be entitled to receive notice of the meeting.

No other Person shall be entitled to receive notices of general meetings.

INFORMATION

152. Subject to the relevant laws, rules and regulations applicable to the Company, no Member shall be entitled to require discovery of any information in respect of any detail of the Company's trading or any information which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Board would not be in the interests of the Members of the Company to communicate to the public.

153. Subject to due compliance with the relevant laws, rules and regulations applicable to the Company, the Board shall be entitled to release or disclose any information in its possession, custody or control regarding the Company or its affairs to any of its Members including, without limitation, information contained in the Register and transfer books of the Company.

INDEMNITY

154. Every Director (including for the purposes of this Article any alternate Director appointed pursuant to the provisions of these Articles), Secretary, assistant Secretary, or other officer for the time being and from time to time of the Company (but not including the Company's auditors) and the personal representatives of the same (each an "Indemnified Person") shall be indemnified and secured harmless against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such Indemnified Person, other than by reason of such Indemnified Person's own dishonesty, willful default or fraud, in or about the conduct of the Company's business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such Indemnified Person in defending (whether successfully or otherwise) any civil proceedings concerning the Company or its affairs in any court whether in the Cayman Islands or elsewhere.

155. No Indemnified Person shall be liable:

(a) for the acts, receipts, neglects, defaults or omissions of any other Director or officer or agent of the Company; or

(b) for any loss on account of defect of title to any property of the Company; or

(c) on account of the insufficiency of any security in or upon which any money of the Company shall be invested; or

(d) for any loss incurred through any bank, broker or other similar Person; or

(e) for any loss occasioned by any negligence, default, breach of duty, breach of trust, error of judgement or oversight on such Indemnified Person's part; or

(f) for any loss, damage or misfortune whatsoever which may happen in or arise from the execution or discharge of the duties, powers, authorities, or discretions of such Indemnified Person's office or in relation thereto;

unless the same shall happen through such Indemnified Person's own dishonesty, willful default or fraud.

FINANCIAL YEAR

156. Unless the Directors otherwise prescribe, the financial year of the Company shall end on December 31st in each calendar year and shall begin on January 1st in each calendar year.

NON-RECOGNITION OF TRUSTS

157. No Person shall be recognized by the Company as holding any Share upon any trust and the Company shall not, unless required by law, be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any Share or (except only as otherwise provided by these Articles or as the Companies Act requires) any other right in respect of any Share except an absolute right to the entirety thereof in each Shareholder registered in the Register.

WINDING UP

158. If the Company shall be wound up the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Companies Act, divide amongst the Members in species or in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.

159. If the Company shall be wound up, and the assets available for distribution amongst the Members shall be insufficient to repay the whole of the share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the par value of the Shares held by them. If in a winding up the assets available for distribution amongst the Members shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus shall be distributed amongst the Members in proportion to the par value of the Shares held by them at the commencement of the winding up subject to a deduction from those Shares in respect of which there are monies due, of all monies payable to the Company for unpaid calls or otherwise. This Article is without prejudice to the rights of the holders of Shares issued upon special terms and conditions.

AMENDMENT OF ARTICLES OF ASSOCIATION

160. Subject to the Companies Act, the Company may at any time and from time to time by Special Resolution alter or amend these Articles in whole or in part.

CLOSING OF REGISTER OR FIXING RECORD DATE

161. For the purpose of determining those Shareholders that are entitled to receive notice of, attend or vote at any meeting of Shareholders or any adjournment thereof, or those Shareholders that are entitled to receive payment of any dividend, or in order to make a determination as to who is a Shareholder for any other purpose, the Directors may provide that the Register shall be closed for transfers for a stated period which shall not exceed in any case thirty (30) calendar days in any calendar year.

162. In lieu of or apart from closing the Register, the Directors may fix in advance a date as the record date for any such determination of those Shareholders that are entitled to receive notice of, attend or vote at a meeting of the Shareholders and for the purpose of determining those Shareholders that are entitled to receive payment of any dividend the Directors may, at or within ninety (90) calendar days prior to the date of declaration of such dividend, fix a subsequent date as the record date for such determination.

163. If the Register is not so closed and no record date is fixed for the determination of those Shareholders entitled to receive notice of, attend or vote at a meeting of Shareholders or those Shareholders that are entitled to receive payment of a dividend, the date on which notice of the meeting is posted or the date on which the resolution of the Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Shareholders. When a determination of those Shareholders that are entitled to receive notice of, attend or vote at a meeting of Shareholders has been made as provided in this Article, such determination shall apply to any adjournment thereof.

REGISTRATION BY WAY OF CONTINUATION

164. The Company may by Special Resolution resolve to be registered by way of continuation in a jurisdiction outside the Cayman Islands or such other jurisdiction in which it is for the time being incorporated, registered or existing. In furtherance of a resolution adopted pursuant to this Article, the Directors may cause an application to be made to the Registrar of Companies to deregister the Company in the Cayman Islands or such other jurisdiction in which it is for the time being incorporated, registered or existing and may cause all such further steps as they consider appropriate to be taken to effect the transfer by way of continuation of the Company.

DISCLOSURE

165. The Directors, or any service providers (including the officers, the Secretary and the Registered Office provider of the Company) specifically authorized by the Directors, shall be entitled to disclose to any regulatory or judicial authority or to any stock exchange on which securities of the Company may from time to time be listed any information regarding the affairs of the Company including without limitation information contained in the Register and books of the Company.

EXCLUSIVE FORUM

166. For the avoidance of doubt and without limiting the jurisdiction of the Cayman Courts to hear, settle or determine disputes related to the Company, the courts of the Cayman Islands shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim of breach of a fiduciary duty owed by any Director, officer, or other employee of the Company to the Company or the Members, (iii) any action asserting a claim arising pursuant to any provision of the Companies Act or these Articles including but not limited to any purchase or acquisition of Shares, security, or guarantee provided in consideration thereof, or (iv) any action asserting a claim against the Company which if brought in the United States would be a claim arising under the internal affairs doctrine (as such concept is recognized under the laws of the United States from time to time).

167. Unless the Company consents in writing to the selection of an alternative forum, the United States District Court for the Southern District of New York (or, if the United States District Court for the Southern District of New York lacks subject matter jurisdiction over a particular dispute, the state courts in New York County, New York) shall be the exclusive forum within the United States for the resolution of any complaint asserting a cause of action arising out of or relating in any way to the federal securities laws of the United States, regardless of whether such legal suit, action, or proceeding also involves parties other than the Company. Any person or entity purchasing or otherwise acquiring any Share or other securities in the Company, or purchasing or otherwise acquiring American depositary shares issued pursuant to deposit agreements, shall be deemed to have notice of and consented to the provisions of this Article. Without prejudice to the foregoing, if the provision in this Article is held to be illegal, invalid or unenforceable under applicable law, the legality, validity or enforceability of the rest of these Articles shall not be affected and this Article shall be interpreted and construed to the maximum extent possible to apply in the relevant jurisdiction with whatever modification or deletion may be necessary so as best to give effect to the intention of the Company.

Exhibit 2.2

NaaS Technology Inc. - Class A Ordinary Shares

(Incorporated under the laws of the Cayman Islands)

Number Shares

Share capital is US$25,000,000 divided into
(i) 700,000,000 Class A ordinary shares of a par value of US$0.01 each;
(ii) 300,000,000 Class B ordinary shares of a par value of US$0.01 each;
(iii) 1,400,000,000 Class C ordinary shares of a par value of US$0.01 each;
and (iv) 100,000,000 shares of a par value of US$0.01 each of such class or series (however designated)
as the board of directors of the Company may determine in accordance with the articles of association.

THIS IS TO CERTIFY THAT

is the registered holder of

Shares in the above-named Company subject to the Memorandum and Articles of Association thereof .

EXECUTED for and on behalf of the said Company on by:

DIRECTOR _____

Exhibit 4.5

AMENDMENT TO THE SUPPORT AGREEMENT

THIS AMENDMENT TO THE SUPPORT AGREEMENT (this "Amendment"), dated as of June 10, 2022, is made by and between each of the undersigned parties.

Reference is made to that certain Support Agreement, dated as of February 8, 2022, by and between RISE Education Cayman Limited, an exempted company incorporated with limited liability under the laws of Cayman Islands ("ListCo"), Dada Auto Inc., an exempted company incorporated with limited liability under the laws of Cayman Islands (the "Company") and Bain Capital Rise Education IV Cayman Limited, an exempted company incorporated with limited liability under the laws of Cayman Islands ("Shareholder") (the "Support Agreement"). Capitalized terms used and not defined in this Amendment shall have the meanings given to them in the Support Agreement, unless otherwise indicated.

WHEREAS, each of the undersigned, being a party to the Support Agreement, desires to effect certain amendments to the Support Agreement;

WHEREAS, pursuant to Section 5.2 of the Support Agreement, the Support Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by all parties thereto;

WHEREAS, the undersigned together constitute all parties to the Support Agreement; and

WHEREAS, the ListCo Shareholder Approval as defined in that certain agreement and plan of merger dated as of February 8, 2022 by and between Listco, the Company and certain other parties thereto (as amended, the "Merger Agreement") has been duly obtained.

NOW, **THEREFORE**, each of the undersigned agrees to the amendment to the Support Agreement and certain other matters as set forth below.

Section 1. Termination of the Support Agreement. Section 4.5 of the Support Agreement shall be deleted in its entirety and replaced by the following:

4.5 Termination. This Agreement shall terminate upon the earlier of:

(a) the end of the calendar year subsequent to the calendar year in which the Closing occurs, *provided*, that upon such termination, this Section 4.5, Section 5.1 and Section 5.4 shall survive indefinitely; *provided*, *further*, that, notwithstanding the foregoing, Section 4.2 of this Agreement shall terminate and be of no further force or effect upon the Closing; and

(b) the termination of the Merger Agreement in accordance with its terms, and upon such termination, no party shall have any liability hereunder other than for its breach of this Agreement prior to such termination.

Section 2. ListCo Shareholder Approval. Shareholder hereby acknowledges that it has duly voted the Subject Shares in favor of the ListCo Shareholder Approval (as defined in the Merger Agreement) at its extraordinary general meeting of shareholders held on April 29, 2022 (the "April 2022 EGM"). Shareholder hereby acknowledges that the ListCo Shareholder Approval was duly obtained in the April 2022 EGM. Shareholder hereby agrees to do all things and execute all documents as Listco or the Company may request to re-affirm its vote in favor of or consent to all transactions contemplated in the Merger Agreement including the Transactions (as defined in the Merger Agreement) and all other matters put forward in the April 2022 EGM, namely, (a) change of the name of ListCo from "RISE Education Cayman Ltd" to "NaaS Technology Inc.", (b) increase and re-designation of the authorized share capital of ListCo such that following such changes, the authorized share capital of ListCo will be US$25,000,000 divided into (i) 700,000,000 Class A ordinary shares of US$0.01 each, (ii) 300,000,000 Class B ordinary shares of US$0.01 each, (iii) 1,400,000,000 Class C ordinary shares of US$0.01 each and (iv) 100,000,000 shares as such class or series (however designated) as the board of directors of ListCo may determine in accordance with the memorandum and articles of association of ListCo, (c) amendment and restatement of the amended and restated memorandum and article of association of ListCo, and (d) authorization of each of the directors and officers of ListCo to do all things necessary to give effect to the foregoing.

Section 3. Effectiveness. This Amendment shall become effective immediately on the date hereof.

Section 4. Effect. Except as expressly amended by this Amendment, the Support Agreement shall remain in full force and effect as the same was in effect immediately prior to the effectiveness of this Amendment. All references in the Support Agreement to "this Agreement" shall be deemed to refer to the Support Agreement as amended by this Amendment.

Section 5. Further Assurance. Each of the undersigned hereby agrees to execute and deliver all such other and additional instruments and documents and do all such other acts and things as may be necessary or appropriate to effect this Amendment.

Section 6. Miscellaneous. Section 5.1 (*Notice),* Section 5.4 (*Governing Law*) and Section 5.6 (*Counterparts*) of the Support Agreement are hereby incorporated into this Amendment, mutatis mutandis.

[*remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Amendment to be duly executed as of the date hereof.

RISE EDUCATION CAYMAN LIMITED

By: /s/ Alex Wu
Name: Alex Wu
Title: Acting Chief Financial Officer

[*Signature Page to Amendment to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Amendment to be duly executed as of the date hereof.

DADA AUTO INC.

By: /s/ WANG Yang
Name: WANG Yang
Title: Director

[*Signature Page to Amendment to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Amendment to be duly executed as of the date hereof.

BAIN CAPITAL RISE EDUCATION IV CAYMAN LIMITED

By: /s/ Lihong Wang
Name: Lihong Wang
Title: Director

[*Signature Page to Amendment to Support Agreement*]

Exhibit 4.8

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made as of June 10, 2022, by and among RISE Education Cayman Ltd., an exempted company incorporated under the laws of the Cayman Islands with limited liability, which, upon completion of the Mergers (as defined below), is expected to be known as NaaS Technology Inc. (Nasdaq: NAAS) (the "Company"), Bain Capital RISE Education IV Cayman Limited, an exempted company incorporated under the laws of the Cayman Islands with limited liability (the "Bain Investor"), and each Person who executes a Joinder to this Agreement. Except as otherwise specified herein, all capitalized terms used in this Agreement are defined in Exhibit A attached hereto.

WHEREAS, the Company, Dada Auto Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands ("Dada"), Dada Merger Sub Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("Merger Sub") and Dada Merger Sub II Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("Merger Sub II") are parties to an agreement and plan of merger, dated as of February 8, 2022 (as may be amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Merger Agreement"), which provides, among other things, for the merger of Merger Sub with and into Dada, with Dada continuing as the surviving corporation (the "Merger") and for the merger of the surviving corporation from the Merger with and into Merger Sub II, with Merger Sub II continuing as the surviving corporation and a wholly-owned subsidiary of the Company (the "Second Merger", together with the Merger, the "Mergers"), upon the terms and subject to the conditions set forth in the Merger Agreement; upon completion of the Mergers (the "Closing"), the Company is expected to be known as NaaS Technology Inc.;

WHEREAS, the Bain Investor, as of the date hereof and immediately prior to the completion of the Mergers, holds 119,372,236 ordinary shares of the Company, par value $0.01 per share ("Company Ordinary Shares", and together with any equity securities of the Company issued or issuable with respect to such Company Ordinary Shares held by the Bain Investor as of the date hereof by way of dividend, distribution, split or combination of securities, or any recapitalization, re-designation, re-classification, merger, consolidation or other reorganization, including, for the avoidance of doubt, such Company Ordinary Shares held by the Bain Investor immediately prior to the Closing that will be re-designated as Company Class A Shares upon the Closing, the "Registrable Securities"); and

WHEREAS, the Bain Investor and the Company desire to enter into this Agreement in connection with the Closing to provide certain registration rights with respect to the Registrable Securities, on the terms and subject to the conditions set forth in this Agreement.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

Section 1 Demand Registrations.

(a) Requests for Registration. At any time and from time to time, any Holder holding at least twenty percent (20%) of the Registrable Securities then outstanding (such Holder, the "Requesting Holder") may request registration under the Securities Act of all or any portion of the Registrable Securities on Form F-1 or any similar long-form registration statement ("Long-Form Registrations") or on Form F-3 or any similar short-form registration statement ("Short-Form Registrations"), if available. The Requesting Holder may request that any Demand Registration be made pursuant to Rule 415 under the Securities Act (a "Shelf Registration") and (if the Company is a WKSI at the time any such request is submitted to the Company or will become one by the time of the filing of such Shelf Registration) that such Shelf Registration be an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) (an "Automatic Shelf Registration Statement"). All registrations requested pursuant to this Section 1 are referred to herein as "Demand Registrations". Each request for a Demand Registration must specify the approximate number or dollar value of Registrable Securities requested to be registered by the Requesting Holder and (if known) the intended method of distribution. Any Holder holding at least twenty percent (20%) of the Registrable Securities then outstanding will be entitled to request an unlimited number of Demand Registrations for which the Company will pay all Registration Expenses, whether or not any such registration is consummated.

(b) Notice to Other Holders. Within ten (10) Business Days after receipt of any such request, the Company will give written notice of the Demand Registration to all other Holders and, subject to the terms of Section 1(e), will include in such Demand Registration (and in all related registrations and qualifications under state blue sky laws and in any related underwriting) all Registrable Securities with respect to which the Company has received written requests for inclusion therein within twenty (20) days after the receipt of the Company's notice; provided that, with the written consent of the Requesting Holder, the Company may, or at the written request of the Requesting Holder, the Company shall, instead provide notice of the Demand Registration to all other Holders within three (3) Business Days following the non-confidential filing of the registration statement with respect to the Demand Registration so long as such registration statement is not an Automatic Shelf Registration Statement.

(c) Form of Registrations. All Long-Form Registrations will be underwritten registrations unless otherwise approved by the Requesting Holder. Demand Registrations will be Short-Form Registrations whenever the Company is permitted to use any applicable short form unless otherwise requested by the Requesting Holder.

(d) Shelf Registrations.

(i) For so long as a registration statement for a Shelf Registration (a "Shelf Registration Statement") is and remains effective, the Requesting Holder will have the right at any time or from time to time to elect to sell pursuant to an offering (including an underwritten offering) Registrable Securities pursuant to such registration statement ("Shelf Registrable Securities"). If the Requesting Holder desires to sell Registrable Securities pursuant to an underwritten offering, then the Requesting Holder may deliver to the Company a written notice (a "Shelf Offering Notice") specifying the number of Shelf Registrable Securities that the Requesting Holder desires to sell pursuant to such underwritten offering (the "Shelf Offering"). As promptly as practicable, but in no event later than two (2) Business Days after receipt of a Shelf Offering Notice, the Company will give written notice of such Shelf Offering Notice to all other Holders of Shelf Registrable Securities that have been identified as selling stockholders in such Shelf Registration Statement and are otherwise permitted to sell in such Shelf Offering, which such notice shall request that each such Holder specify, within seven (7) days after the Company's receipt of the Shelf Offering Notice, the maximum number of Shelf Registrable Securities such Holder desires to be disposed of in such Shelf Offering. The Company, subject to Section 1(e) and Section 6, will include in such Shelf Offering all Shelf Registrable Securities with respect to which the Company has received timely written requests for inclusion. The Company will, as expeditiously as possible (and in any event within fourteen (14) days after the receipt of a Shelf Offering Notice), but subject to Section 1(e), use its best efforts to consummate such Shelf Offering.

(ii) If the Requesting Holder desires to engage in an underwritten block trade or bought deal pursuant to a Shelf Registration Statement (either through filing an Automatic Shelf Registration Statement or through a take-down from an already existing Shelf Registration Statement) (each, an "Underwritten Block Trade"), then notwithstanding the time periods set forth in Section 1(d)(i), such Requesting Holder may notify the Company of the Underwritten Block Trade not less than two (2) Business Days prior to the day such offering is first anticipated to commence. If requested by the Requesting Holder, the Company will promptly notify other Holders of such Underwritten Block Trade and such notified Holders (each, a "Potential Participant") may elect whether or not to participate no later than the next Business Day (i.e. one (1) Business Day prior to the day such offering is to commence) (unless a longer period is agreed to by the Requesting Holder), and the Company will as expeditiously as possible use its best efforts to facilitate such Underwritten Block Trade (which may close as early as two (2) Business Days after the date it commences). Any Potential Participant's request to participate in an Underwritten Block Trade shall be binding on the Potential Participant.

(iii) All determinations as to whether to complete any Shelf Offering and as to the timing, manner, price and other terms of any Shelf Offering contemplated by this Section 1(d) shall be determined by the Requesting Holder, and the Company shall use its best efforts to cause any Shelf Offering to occur in accordance with such determinations as promptly as practicable.

(iv) The Company will, at the request of the Requesting Holder, file any prospectus supplement or any post-effective amendments and otherwise take any action necessary to include therein all disclosure and language deemed necessary or advisable by the Requesting Holder to effect such Shelf Offering.

(e) Priority on Demand Registrations and Shelf Offerings. The Company will not include in any Demand Registration any securities which are not Registrable Securities without the prior written consent of the Requesting Holder. If a Demand Registration or a Shelf Offering is an underwritten offering and the managing underwriters advise the Company in writing that in their opinion the number of Registrable Securities and (if permitted hereunder) other securities requested to be included in such offering exceeds the number of Registrable Securities and other securities (if any), which can be sold therein without adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, then the Company will include in such offering the number of Registrable Securities requested to be included which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among the respective Holders on the basis of the number of Registrable Securities owned by each such Holder. Unless otherwise consented to in writing by the Company and the Requesting Holder, any Persons other than Holders who participate in Demand Registrations which are not at the Company's expense must pay their share of the Registration Expenses as provided in Section 5 hereto.

(f) Restrictions on Demand Registration and Shelf Offerings.

(i) The Company may postpone, for up to forty-five (45) days from the date of the request (the "Suspension Period"), the filing or the effectiveness of a registration statement for a Demand Registration or suspend the use of a prospectus that is part of a Shelf Registration Statement (and therefore suspend sales of the Shelf Registrable Securities) by providing written notice to the Holders if the following conditions are met: (A) the Company determines that the offer or sale of Registrable Securities would reasonably be expected to have a material adverse effect on any proposal or plan by the Company or any Subsidiary to engage in any material acquisition of assets or shares (other than in the ordinary course of business) or any material merger, consolidation, tender offer, recapitalization, reorganization, financing or other transaction involving the Company and (B) upon advice of counsel, the sale of Registrable Securities pursuant to the registration statement would require disclosure of material non-public information not otherwise required to be disclosed under applicable law, and either (x) the Company has a bona fide business purpose for preserving the confidentiality of such transaction, (y) disclosure would have a material adverse effect on the Company or the Company's ability to consummate such transaction, or (z) such transaction renders the Company unable to comply with SEC requirements, in each case under circumstances that would make it impractical or inadvisable to cause the registration statement for a Demand Registration or the Shelf Registration Statement (or such filings) to become effective or to promptly amend or supplement the registration statement for a Demand Registration or the Shelf Registration Statement on a post effective basis, as applicable. The Company may delay or suspend the effectiveness of a Demand Registration or Shelf Registration Statement pursuant to this Section 1(f)(i) only once in any twelve (12)-month period (for avoidance of doubt, in addition to the Company's rights and obligations under Section 3(a)(vi)).

(ii) In the case of an event that causes the Company to suspend the use of a Shelf Registration Statement as set forth in Section 1(f)(i) above or pursuant to Section 3(a)(vi) (a "Suspension Event"), the Company will give a written notice to the Holders whose Registrable Securities are registered pursuant to such Shelf Registration Statement (a "Suspension Notice") to suspend sales of such Registrable Securities and such notice must state generally the basis for such notice and that such suspension will continue only for so long as the Suspension Event or its effect is continuing. Each Holder agrees not to effect any sales of its Registrable Securities pursuant to such Shelf Registration Statement (or such filings) at any time after it has received a Suspension Notice from the Company and prior to receipt of an End of Suspension Notice. A Holder may recommence effecting sales of the Registrable Securities pursuant to the Shelf Registration Statement (or such filings) following further written notice to such effect (an "End of Suspension Notice") from the Company, which End of Suspension Notice will be given by the Company to the Holders promptly following the conclusion of any Suspension Event (and in any event during the permitted Suspension Period).

(iii) Notwithstanding any provision herein to the contrary, if the Company gives a Suspension Notice with respect to any Shelf Registration Statement pursuant to this Section 1(f), the Company will extend the period of time during which such Shelf Registration Statement will be maintained effective pursuant to this Agreement by the number of days during the period from the date of receipt by the Holders of the Suspension Notice to and including the date of receipt by the Holders of the End of Suspension Notice and provide copies of the supplemented or amended prospectus necessary to resume sales, with respect to each Suspension Event.

(g) Selection of Underwriters. The Requesting Holder and the Company shall jointly select the legal counsel to the Company, the investment banker(s) and manager(s) to administer any underwritten offering in connection with any Demand Registration or Shelf Offering.

(h) Revocation of Demand Notice or Shelf Offering Notice. At any time prior to the effective date of the registration statement relating to a Demand Registration or the "pricing" of any offering relating to a Shelf Offering Notice, any Holder may revoke or withdraw such notice of a Demand Registration or Shelf Offering Notice on behalf of itself without liability to other Holders, in each case by providing written notice to the Company.

(i) Confidentiality. Each Holder agrees to treat as confidential the receipt of any notice hereunder (including notice of a Demand Registration, a Shelf Offering Notice and a Suspension Notice) and the information contained therein, and not to disclose or use the information contained in any such notice (or the existence thereof) without the prior written consent of the Company until such time as the information contained therein is or becomes available to the public generally (other than as a result of disclosure by such Holder in breach of the terms of this Agreement), and other than as required by applicable law or the rules or regulations of the SEC or any applicable securities exchange.

Section 2 Piggyback Registrations.

(a) Right to Piggyback. Whenever the Company proposes to register any of its equity securities under the Securities Act (including primary and secondary registrations, and other than pursuant to an Excluded Registration) and the registration form to be used may be used for the registration of Registrable Securities (a "Piggyback Registration"), the Company will give prompt written notice (and in any event thirty (30) days prior to the anticipated filing of the registration statement relating to the Piggyback Registration) to all Holders of its intention to effect such Piggyback Registration and, subject to the terms of Section 2(b) and Section 2(c), will include in such Piggyback Registration (and in all related registrations or qualifications under blue sky laws and in any related underwriting) all Registrable Securities with respect to which the Company has received written requests for inclusion therein within twenty (20) days after delivery of the Company's notice. Each Holder may withdraw its request for inclusion at any time prior to executing the underwriting agreement, or if none, prior to the applicable registration statement becoming effective.

(b) Priority on Primary Registrations. If a Piggyback Registration is an underwritten primary registration on behalf of the Company, and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in such offering without adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, the Company will include in such registration (i) first, the securities the Company proposes to sell that, in the opinion of such underwriters, can be sold without any such adverse effect, (ii) second, the Registrable Securities requested to be included in such registration which, in the opinion of the underwriters, can be sold without any such adverse effect, pro rata among the requesting Holders of such Registrable Securities on the basis of the number of Registrable Securities owned by each such Holder, and (iii) third, other securities requested to be included in such registration which, in the opinion of the underwriters, can be sold without any such adverse effect.

(c) Priority on Secondary Registrations. If a Piggyback Registration is an underwritten secondary registration on behalf of holders of the Company's equity securities (other than pursuant to Section 1 hereof), and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in such offering without adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, the Company will include in such registration (i) first, the securities requested to be included therein by the holders initially requesting such registration which, in the opinion of the underwriters, can be sold without any such adverse effect, (ii) second, the Registrable Securities requested to be included in such registration which, in the opinion of the underwriters, can be sold without any such adverse effect, pro rata among the Holders of such Registrable Securities on the basis of the number of Registrable Securities owned by each such Holder, and (iii) third, other securities requested to be included in such registration which, in the opinion of the underwriters, can be sold without any such adverse effect.

(d) Right to Terminate Registration. The Company will have the right to terminate or withdraw any registration initiated by it under this Section 2, whether or not any holder of Registrable Securities has elected to include securities in such registration.

(e) Selection of Underwriters. If any Piggyback Registration is an underwritten offering, the selection of the legal counsel, the investment banker(s) and manager(s) of the Company for the offering shall be approved by the Holders of a majority of all Registrable Securities then outstanding (the "Majority Holders"), which approval shall not be unreasonably withheld, conditioned or delayed.

Section 3 Registration Procedures.

(a) Company Obligations. Whenever the Holders have requested that any Registrable Securities be registered pursuant to this Agreement or have initiated a Shelf Offering, the Company will use its best efforts to effect the registration and the sale of such Registrable Securities in accordance with the intended method of disposition thereof, and pursuant thereto the Company will as expeditiously as possible:

(i) prepare and file with (or submit confidentially to) the SEC a registration statement, and all amendments and supplements thereto and related prospectuses, with respect to such Registrable Securities and use its best efforts to cause such registration statement to become effective, all in accordance with the Securities Act and all applicable rules and regulations promulgated thereunder (provided that before filing or confidentially submitting a registration statement or prospectus or any amendments or supplements thereto, the Company will furnish to the counsel selected by the relevant Holder covered by such registration statement copies of all such documents proposed to be filed or submitted, which documents will be subject to the review and comment of such counsel);

(ii) notify each Holder of (A) the issuance by the SEC of any stop order suspending the effectiveness of any registration statement or the initiation of any proceedings for that purpose, (B) the receipt by the Company or its counsel of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, and (C) the effectiveness of each registration statement filed hereunder;

(iii) prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for a period ending when all of the securities covered by such registration statement have been disposed of in accordance with the intended methods of distribution by the sellers thereof set forth in such registration statement (but not in any event before the expiration of any longer period required under the Securities Act or, if such registration statement relates to an underwritten Public Offering, such longer period as in the opinion of counsel for the underwriters a prospectus is required by law to be delivered in connection with sale of Registrable Securities by an underwriter or dealer) and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such registration statement;

(iv) furnish, without charge, to each seller of Registrable Securities thereunder and each underwriter, if any, such number of copies of such registration statement, each amendment and supplement thereto, the prospectus included in such registration statement (including each preliminary prospectus) (in each case including all exhibits and documents incorporated by reference therein), each amendment and supplement thereto, each Free Writing Prospectus and such other documents as such seller or such underwriter, if any, may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller (the Company hereby consenting to the use in accordance with all applicable laws of each such registration statement, each such amendment and supplement thereto, and each such prospectus (or preliminary prospectus or supplement thereto) or Free Writing Prospectus by each such seller of Registrable Securities and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such registration statement or prospectus);

(v) use its best efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions as any seller reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller (provided that the Company will not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(a)(v) or (B) consent to general service of process in any such jurisdiction or (C) subject itself to taxation in any such jurisdiction);

(vi) notify in writing each seller of such Registrable Securities (A) promptly after it receives notice thereof, of the date and time when such registration statement and each post-effective amendment thereto has become effective or a prospectus or supplement to any prospectus relating to a registration statement has been filed and when any registration or qualification has become effective under a state securities or blue sky law or any exemption thereunder has been obtained, (B) promptly after receipt thereof, of any comment or request by the SEC for the amendment or supplementing of such registration statement or prospectus or for additional information, and (C) at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event or of any information or circumstances as a result of which the prospectus included in such registration statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading, and, subject to Section 1(f), if required by applicable law or to the extent requested by any such seller, the Company will use its best efforts to promptly prepare and file a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading and (D) if at any time the representations and warranties of the Company in any underwriting agreement, securities sale agreement, or other similar agreement, relating to the offering shall cease to be true and correct;

(vii) (A) use best efforts to cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed and, if not so listed, to be listed on a securities exchange and, without limiting the generality of the foregoing, to arrange for at least two market markers to register as such with respect to such Registrable Securities with FINRA, and (B) comply (and continue to comply) with the requirements of any self-regulatory organization applicable to the Company, including without limitation all corporate governance requirements;

(viii) cooperate with each Holder and each underwriter or agent participating in the disposition of Registrable Securities and their respective counsel in connection with any filings required to be made by FINRA;

(ix) use best efforts to provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such registration statement;

(x) enter into and perform such customary agreements (including, as applicable, underwriting agreements in customary form) and take all such other actions as the holders of the majority of the Registrable Securities being sold or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities (including, without limitation, making available the executive officers of the Company and participating in "road shows," investor presentations, marketing events and other selling efforts and effecting a share split or combination, recapitalization or reorganization);

(xi) make available for inspection by any seller of Registrable Securities, any underwriter participating in any disposition or sale pursuant to such registration statement and any attorney, accountant or other agent retained by any such seller or underwriter, all financial and other records, pertinent corporate and business documents and properties of the Company as will be necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors, employees, agents, representatives and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement and the disposition of such Registrable Securities pursuant thereto;

(xii) take all actions to ensure that any Free-Writing Prospectus utilized in connection with any Demand Registration or Piggyback Registration or Shelf Offering hereunder complies in all material respects with the Securities Act, is filed in accordance with the Securities Act to the extent required thereby, is retained in accordance with the Securities Act to the extent required thereby and, when taken together with the related prospectus, prospectus supplement and related documents, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(xiii) comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the registration statement, which earnings statement will satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(xiv) permit any Holder which in its sole and exclusive judgment, might be deemed to be an underwriter or a controlling person of the Company, to participate in the preparation of such registration or comparable statement and to allow such Holder to provide language for insertion therein, in form and substance satisfactory to the Company, which in the reasonable judgment of such Holder and its counsel should be included;

(xv) use best efforts to (A) make Short-Form Registration available for the sale of Registrable Securities and (B) prevent the issuance of any stop order suspending the effectiveness of a registration statement, or the issuance of any order suspending or preventing the use of any related prospectus or suspending the qualification of any Common Equity included in such registration statement for sale in any jurisdiction, and in the event any such order is issued, use best efforts to obtain promptly the withdrawal of such order;

(xvi) use its best efforts to cause such Registrable Securities covered by such registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the sellers thereof to consummate the disposition of such Registrable Securities;

(xvii) cooperate with the Holders covered by the registration statement and the managing underwriter or agent, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends (or arrange for book entry transfer of securities in the case of uncertificated securities), and enable such Registrable Securities to be in such denominations and registered in such names as the managing underwriter, or agent, if any, or such Holders may request;

(xviii) if requested by any managing underwriter, include in any prospectus or prospectus supplement updated financial or business information for the Company's most recent period or current quarterly period (including estimated results or ranges of results) if required for purposes of marketing the offering in the view of the managing underwriter;

(xix) take no direct or indirect action prohibited by Regulation M under the Exchange Act; provided, however, that to the extent that any prohibition is applicable to the Company, the Company will take such action as is necessary to make any such prohibition inapplicable;

(xx) cooperate with each Holder covered by the registration statement and each underwriter or agent participating in the disposition of such Registrable Securities and their respective counsel in connection with the preparation and filing of applications, notices, registrations and responses to requests for additional information with FINRA, the New York Stock Exchange, Nasdaq or any other national securities exchange on which the shares of Common Equity are or are to be listed, and to the extent required by the rules and regulations of FINRA, retain a Qualified Independent Underwriter acceptable to the managing underwriter;

(xxi) in the case of any underwritten offering, use its best efforts to obtain, and deliver to the underwriter(s), in the manner and to the extent provided for in the applicable underwriting agreement, one or more cold comfort letters from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by cold comfort letters;

(xxii) use its best efforts to provide (A) a legal opinion of the Company's outside counsel, dated the effective date of such registration statement addressed to the Company, (B) on the date that such Registrable Securities are delivered to the underwriters for sale in connection with a Demand Registration or Shelf Offering, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the closing date of the applicable sale, (1) one or more legal opinions of the Company's outside counsel, dated such date, in form and substance as customarily given to underwriters in an underwritten public offering or, in the case of a non-underwritten offering, to the broker, placement agent or other agent of the Holders assisting in the sale of the Registrable Securities and (2) one or more "negative assurances letters" of the Company's outside counsel, dated such date, in form and substance as is customarily given to underwriters in an underwritten public offering or, in the case of a non-underwritten offering, to the broker, placement agent or other agent of the Holders assisting in the sale of the Registrable Securities, in each case, addressed to the underwriters, if any, or, if requested, in the case of a non-underwritten offering, to the broker, placement agent or other agent of the Holders assisting in the sale of the Registrable Securities and (3) customary certificates executed by authorized officers of the Company as may be requested by any Holder or any underwriter of such Registrable Securities;

(xxiii) if the Company files an Automatic Shelf Registration Statement covering any Registrable Securities, use its best efforts to remain a WKSI (and not become an ineligible issuer (as defined in Rule 405 under the Securities Act)) during the period during which such Automatic Shelf Registration Statement is required to remain effective;

(xxiv) if the Company does not pay the filing fee covering the Registrable Securities at the time an Automatic Shelf Registration Statement is filed, pay such fee at such time or times as the Registrable Securities are to be sold; and

(xxv) if the Automatic Shelf Registration Statement has been outstanding for at least three (3) years, at the end of the third year, refile a new Automatic Shelf Registration Statement covering the Registrable Securities, and, if at any time when the Company is required to re-evaluate its WKSI status the Company determines that it is not a WKSI, use its best efforts to refile the Shelf Registration Statement on Form F-3 and, if such form is not available, Form F-1 and keep such registration statement effective during the period during which such registration statement is required to be kept effective.

(b) Officer Obligations. Each Holder that is an officer of the Company agrees that if and for so long as he or she is employed by the Company or any Subsidiary thereof, he or she will participate fully in the sale process in a manner customary for persons in like positions and consistent with his or her other duties with the Company, including the preparation of the registration statement and the preparation and presentation of any road shows (including taking such actions as set forth in Section 3(a)(x)).

(c) Automatic Shelf Registration Statements. If the Company files any Automatic Shelf Registration Statement for the benefit of the holders of any of its securities other than the Holders, and none of the Holders requests that its Registrable Securities be included in such Shelf Registration Statement, the Company agrees that, at the request of any Holder, it will include in such Automatic Shelf Registration Statement such disclosures as may be required by Rule 430B in order to ensure that such Holder may be added to such Shelf Registration Statement at a later time through the filing of a prospectus supplement rather than a post-effective amendment. If the Company has filed any Automatic Shelf Registration Statement for the benefit of the holders of any of its securities other than the Holders, the Company shall, at the request of any Holder, file any post-effective amendments necessary to include therein all disclosure and language necessary to ensure that the Holders of Registrable Securities may be added to such Shelf Registration Statement.

(d) Additional Information. If any registration is being effected as to any Registrable Securities, the Company may require each seller of Registrable Securities to furnish the Company such information regarding such seller and the distribution of such securities as the Company may from time to time reasonably request in writing, as a condition to such seller's participation in such registration.

(e) In-Kind Distributions. If any Holder (and/or any of its Affiliates) seeks to effectuate an in-kind distribution of all or part of their Registrable Securities to its respective direct or indirect equityholders, the Company will work with the foregoing Persons to facilitate such in-kind distribution in the manner reasonably requested and consistent with the Company's obligations under the Securities Act.

(f) Suspended Distributions. Each Person participating in a registration hereunder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(a)(vi), such Person will immediately discontinue the disposition of its Registrable Securities pursuant to the registration statement until such Person's receipt of the copies of a supplemented or amended prospectus as contemplated by Section 3(a)(vi), subject to the Company's compliance with its obligations under Section 3(a)(vi).

(g) Registerable Securities Transactions. If requested by any Holder in connection with any transaction involving any Registrable Securities (including any sale or other transfer of such securities without registration under the Securities Act, any margin loan with respect to such securities and any pledge of such securities), the Company agrees to provide such Holder with customary and reasonable assistance to facilitate such transaction, including, without limitation, (i) such action as such Holder may reasonably request from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act and (ii) entering into an "issuer's agreement" in connection with any margin loan with respect to such securities in customary form.

(h) Other. To the extent that any of the Holders is or may be deemed to be an "underwriter" of Registrable Securities pursuant to any SEC comments or policies, the Company agrees that (i) the indemnification and contribution provisions contained in Section 5 shall be applicable to the benefit of such Holder in their role as an underwriter or deemed underwriter in addition to their capacity as a Holder and (ii) such Holder shall be entitled to conduct the due diligence which they would normally conduct in connection with an offering of securities registered under the Securities Act, including without limitation receipt of customary opinions and comfort letters addressed to such Holder.

Section 4 Registration Expenses.

Except as expressly provided herein, all out-of-pocket expenses incurred by the Company or the Requesting Holder (or, with respect to any particular Demand Registration, Shelf Offering, Piggyback Registration or Underwritten Block Trade, any Holder that has been the requesting Holder thereof) in connection with the performance of or compliance with this Agreement and/or in connection with any Demand Registration, Piggyback Registration or Shelf Offering or Underwritten Block Trade, whether or not the same shall become effective, shall be paid by the Company, including, without limitation: (a) all registration and filing fees, and any other fees and expenses associated with filings required to be made with the SEC or FINRA, (b) all fees and expenses in connection with compliance with any securities or "blue sky" laws, (c) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses (including expenses of printing certificates for the Registrable Securities in a form eligible for deposit with The Depository Trust Company or other depositary and of printing prospectuses and Company Free Writing Prospectuses), (d) all fees and disbursements of counsel for the Company and of all independent certified public accountants of the Company (including the expenses of any special audit and cold comfort letters required by or incident to such performance), (e) Securities Act liability insurance or similar insurance if the Company so desires or the underwriters so require in accordance with then-customary underwriting practice, (f) all fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange on which similar securities of the Company are then listed, (g) all applicable rating agency fees with respect to the Registrable Securities, (h) all fees and disbursements of legal counsel for the Company, (i) all reasonable fees and disbursements of one legal counsel selected by the selling Holder (which may be the same counsel as selected for the Company) together with any necessary local counsel as may be required by the selling Holder, (j) any fees and disbursements of underwriters customarily paid by issuers or sellers of securities, (k) all fees and expenses of any special experts or other Persons retained by the Company or the Requesting Holder in connection with any Registration, (l) all of the Company's internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties) and (m) all expenses related to the "road-show" for any underwritten offering, including all travel, meals and lodging. All such expenses are referred to herein as "Registration Expenses." The Company shall not be required to pay (except in the case of a Piggyback Registration in which the Company is selling on its own account), and each Person that sells securities pursuant to a Demand Registration, Shelf Offering or Piggyback Registration hereunder will bear and pay, all underwriting discounts and commissions and all transfer taxes (if any) attributable to the sale of Registrable Securities on a pro rata basis based on the number of Registrable Securities or shares included in such Demand Registration, Shelf Offering or Piggyback Registration.

Section 5 Indemnification and Contribution.

(a) By the Company. The Company will indemnify and hold harmless, to the fullest extent permitted by law and without limitation as to time, each Holder, such Holder's officers, directors employees, agents, fiduciaries, stockholders, managers, partners, members, affiliates, direct and indirect equityholders, consultants and representatives, and any successors and assigns thereof, and each Person who controls such holder (within the meaning of the Securities Act) (the "Indemnified Parties") against all losses, claims, actions, damages, liabilities and expenses (including with respect to actions or proceedings, whether commenced or threatened, and including reasonable attorney fees and expenses) (collectively, "Losses") caused by, resulting from, arising out of, based upon or related to any of the following (each, a "Violation") by the Company: (i) any untrue or alleged untrue statement of material fact contained in (A) any registration statement, prospectus, preliminary prospectus or Free-Writing Prospectus, or any amendment thereof or supplement thereto or (B) any application or other document or communication (in this Section 5, collectively called an "application") executed by or on behalf of the Company or based upon written information furnished by or on behalf of the Company filed in any jurisdiction in order to qualify any securities covered by such registration under the "blue sky" or securities laws thereof, (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading or (iii) any violation or alleged violation by the Company of the Securities Act or any other similar federal or state securities laws or any rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, qualification or compliance. In addition, the Company will reimburse such Indemnified Party for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such Losses. Notwithstanding the foregoing, the Company will not be liable in any such case to the extent that any such Losses directly result from, arise out of, are based upon, or relate to an untrue statement or omission, made in such registration statement, any such prospectus, preliminary prospectus or Free-Writing Prospectus or any amendment or supplement thereto, or in any application, in reliance upon, and in conformity with, written information prepared and furnished in writing to the Company by such Indemnified Party expressly for use therein or by such Indemnified Party's failure to deliver a copy of the registration statement or prospectus or any amendments or supplements thereto after the Company has furnished such Indemnified Party with a sufficient number of copies of the same. In connection with an underwritten offering, the Company will indemnify such underwriters, their officers and directors, and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Indemnified Parties or as otherwise agreed to in the underwriting agreement executed in connection with such underwritten offering. Such indemnity and reimbursement of expenses shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of such securities by such seller.

(b) By Holder. In connection with any registration statement in which a Holder is participating, each such Holder will furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such registration statement or prospectus and, to the extent permitted by law, will indemnify the Company, its officers, directors, employees, agents and representatives, and each Person who controls the Company (within the meaning of the Securities Act) against any Losses resulting from (as determined by a final and non-appealable judgment, order or decree of a court of competent jurisdiction) any untrue statement of material fact contained in the registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission was made in reliance upon, and in conformity with, written information or affidavit prepared and furnished in writing to the Company by such Holder expressly for use therein; provided that the obligation to indemnify will be individual, not joint and several, for each Holder and will be limited to the net amount of proceeds received by such Holder from the sale of Registrable Securities pursuant to such registration statement.

(c) Claim Procedure. Any Person entitled to indemnification hereunder will (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice will impair any Person's right to indemnification hereunder only to the extent such failure has prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party will not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent will not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. In such instance, the conflicted indemnified parties will have a right to retain one separate counsel, chosen by the majority of the conflicted indemnified parties involved in the indemnification and approved by the indemnifying party, at the expense of the indemnifying party.

(d) Contribution. If the indemnification provided for in this Section 5 is held by a court of competent jurisdiction to be unavailable to, or is insufficient to hold harmless, an indemnified party or is otherwise unenforceable with respect to any Loss referred to herein, then such indemnifying party will contribute to the amounts paid or payable by such indemnified party as a result of such Loss, (i) in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other hand in connection with the statements or omissions which resulted in such Loss as well as any other relevant equitable considerations or (ii) if the allocation provided by clause (i) of this Section 5(d) is not permitted by applicable law, then in such proportion as is appropriate to reflect not only such relative fault but also the relative benefit of the Company on the one hand and of the sellers of Registrable Securities and any other sellers participating in the registration statement on the other hand in connection with the statement or omissions which resulted in such Losses, as well as any other relevant equitable considerations; provided that the maximum amount of liability in respect of such contribution will be limited, in the case of each seller of Registrable Securities, to an amount equal to the net proceeds actually received by such seller from the sale of Registrable Securities effected pursuant to such registration. The relative fault of the indemnifying party and of the indemnified party will be determined by reference to, among other things, whether the untrue (or, as applicable alleged) untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just or equitable if the contribution pursuant to this Section 5(d) were to be determined by pro rata allocation or by any other method of allocation that does not take into account such equitable considerations. The amount paid or payable by an indemnified party as a result of the Losses referred to herein will be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending against any action or claim which is the subject hereof. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who is not guilty of such fraudulent misrepresentation.

(e) Release. No indemnifying party will, except with the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

(f) Non-exclusive Remedy; Survival. The indemnification and contribution provided for under this Agreement will be in addition to any other rights to indemnification or contribution that any indemnified party may have pursuant to law or contract (and the Company and its Subsidiaries shall be considered the indemnitors of first resort in all such circumstances to which this Section 5 applies) and will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and will survive the transfer of Registrable Securities and the termination or expiration of this Agreement.

Section 6 Cooperation with Underwritten Offerings. No Person may participate in any underwritten registration hereunder unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements (including, without limitation, pursuant to the terms of any over-allotment or "green shoe" option requested by the underwriters; provided that no Holder will be required to sell more than the number of Registrable Securities such Holder has requested to include in such registration) and (ii) completes, executes and delivers all questionnaires, powers of attorney, stock powers, custody agreements, indemnities, underwriting agreements and other documents and agreements required under the terms of such underwriting arrangements or as may be reasonably requested by the Company and the lead managing underwriter(s); provided that no Holder included in any underwritten registration shall be required to make any representations or warranties to the Company or the underwriters, other than customary representations or warranties for minority selling shareholders to make in an underwriting agreement (including with respect to such Holder's Registrable Securities free and clear of liens or encumbrances, due authorization and due execution by such Holder, due organization of such Holder and the absence of conflicts with respect to such Holder's organizational documents, applicable laws and agreements binding upon such Holder, and not including any representations or warranties in respect of the business of the Company or its subsidiaries or regarding statements of fact contained in the registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission of a fact required to be stated therein or necessary to make the statements therein not misleading (except to the extent that such untrue statement or omission was made in reliance upon, and in conformity with, written information or an affidavit prepared and furnished in writing to the Company by such Holder expressly for use therein) ("Customary Warranties)), or to undertake any indemnification obligations in respect of such representations or warranties (other than those Customary Warranties), except as otherwise provided in Section 6. To the extent that any such agreement is entered into pursuant to, and consistent with, Section 3 and/or this Section 6, the respective rights and obligations created under such agreement will supersede the respective rights and obligations of the Holders, the Company and the underwriters created thereby with respect to such registration.

Section 7 Subsidiary Public Offering.

If, after an initial Public Offering of the equity securities of one of its Subsidiaries, the Company distributes securities of such Subsidiary to its equityholders, then the rights and obligations of the Company pursuant to this Agreement will apply, *mutatis mutandis*, to such Subsidiary, and the Company will cause such Subsidiary to comply with such Subsidiary's obligations under this Agreement as if it were the Company hereunder.

Section 8 Assignment of Registration Right.

(a) Assignment. The right to cause the Company to register Registrable Securities pursuant to this Agreement may be assigned (with all related obligations) by any Holder to an Affiliate of such Holder or a third party transferee of at least twenty percent (20%) of the Registrable Securities held by such Holder immediately prior to the transfer (the "Assignee Holder"); provided that (i) the Company is furnished with written notice of the name of such Assignee Holder and the amount of Registrable Securities with respect to which such rights are being transferred, and (ii) such Assignee Holder delivers to the Company a copy of the Joinder duly executed by such Assignee Holder. Reference to the Holder in this Agreement shall include such Assignee Holder as a right holder, with the rights and obligations of any other Holder and such Assignee Holder being in proportion to their then respective holding of the Registrable Securities unless otherwise agreed between the transferring Holder and such Assignee Holder. For the avoidance of doubt, depositing Registrable Securities with a depositary shall not be deemed as a transfer and such depositary shall not be deemed as the Assignee Holder.

(b) Legend. Each certificate (if any) evidencing any Registrable Securities and each certificate issued in exchange for or upon the transfer of any Registrable Securities (unless such Registrable Securities would no longer be Registrable Securities after such transfer) will be stamped or otherwise imprinted with a legend in substantially the following form:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND OTHER PROVISIONS SET FORTH IN A REGISTRATION RIGHTS AGREEMENT DATED AS OF JUNE 10, 2022 AMONG THE ISSUER OF SUCH SECURITIES (THE "COMPANY") AND CERTAIN OF THE COMPANY'S EQUITYHOLDERS, AS AMENDED. A COPY OF SUCH AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST."

The Company will imprint such legend on certificates evidencing Registrable Securities outstanding prior to the date hereof. The legend set forth above will be removed from the certificates evidencing any securities that have ceased to be Registrable Securities.

Section 9 No Inconsistent Agreements.

The Company shall not hereafter enter into, and is not currently a party to, any agreement with respect to its securities that is inconsistent in any material respect with, or superior to, the registration rights granted to the Holders hereunder, including any agreement that would allow any current or future holder of equity securities of the Company to require the Company to include securities in any registration statement filed by the Company for the Holders hereunder on a basis other than *pari passu* with, or expressly subordinate to, the registration rights of the Holders hereunder provided. Notwithstanding any other rights and remedies the Holders may have in respect of the Company pursuant to this Agreement, if the Company enters into any other registration rights or similar agreement with respect to any of its securities that contains provisions that violate the preceding sentence, the terms and conditions of this Agreement shall immediately be deemed to have been amended without further action by the Company or the Holders, so that the Holders shall be entitled to the benefit of any such more favorable or less restrictive terms or conditions, as the case may be.

Section 10 General Provisions.

(a) Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may be amended, modified or waived only with the prior written consent of the Company and the Bain Investor (or, if the Bain Investor ceases to be a Holder, the Majority Holders). The failure or delay of any Person to enforce any of the provisions of this Agreement will in no way be construed as a waiver of such provisions and will not affect the right of such Person thereafter to enforce each and every provision of this Agreement in accordance with its terms. A waiver or consent to or of any breach or default by any Person in the performance by that Person of his, her or its obligations under this Agreement will not be deemed to be a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person under this Agreement.

(b) Remedies. The parties to this Agreement will be entitled to enforce their rights under this Agreement specifically (without posting a bond or other security), to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights existing in their favor. The parties hereto agree and acknowledge that a breach of this Agreement would cause irreparable harm and money damages would not be an adequate remedy for any such breach and that, in addition to any other rights and remedies existing hereunder, any party will be entitled to specific performance and/or other injunctive relief from any court of law or equity of competent jurisdiction (without posting any bond or other security) in order to enforce or prevent violation of the provisions of this Agreement.

(c) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited, invalid, illegal or unenforceable in any respect under any applicable law or regulation in any jurisdiction, such prohibition, invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision of this Agreement in such jurisdiction or in any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such prohibited, invalid, illegal or unenforceable provision had never been contained herein.

(d) Entire Agreement. Except as otherwise provided herein, this Agreement contains the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way.

(e) Successors and Assigns. Except as otherwise provided herein, this Agreement will bind and inure to the benefit and be enforceable by the Company and its successors and permitted assigns and the Holders and their respective successors and permitted assigns (whether so expressed or not).

(f) Notices. Any notice, demand or other communication to be given under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (i) when delivered personally to the recipient, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; but if not, then on the next Business Day, (iii) one Business Day after it is sent to the recipient by reputable overnight courier service (charges prepaid) or (iv) three (3) Business Days after it is mailed to the recipient by first class mail, return receipt requested. Such notices, demands and other communications will be sent to the Company at the address specified on the signature page hereto or any Joinder and to any holder, or at such address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. Any party may change such party's address for receipt of notice by giving prior written notice of the change to the sending party as provided herein. The Company's address is:

or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

(g) Business Days. If any time period for giving notice or taking action hereunder expires on a day that is not a Business Day, the time period will automatically be extended to the Business Day immediately following such Saturday, Sunday or legal holiday.

(h) Governing Law. The corporate law of the State of New York will govern all issues and questions concerning the relative rights of the Company and its equityholders. All other issues and questions concerning the construction, validity, interpretation and enforcement of this Agreement and the exhibits and schedules hereto will be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal law of the State of New York will control the interpretation and construction of this Agreement (and all schedules and exhibits hereto), even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

(i) MUTUAL WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

(j) CONSENT TO JURISDICTION AND SERVICE OF PROCESS. EACH OF THE PARTIES IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW YORK, FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT, ANY RELATED AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. EACH OF THE PARTIES HERETO FURTHER AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY U.S. REGISTERED MAIL TO SUCH PARTY'S RESPECTIVE ADDRESS SET FORTH ABOVE WILL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION, SUIT OR PROCEEDING WITH RESPECT TO ANY MATTERS TO WHICH IT HAS SUBMITTED TO JURISDICTION IN THIS PARAGRAPH. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS AGREEMENT, ANY RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW YORK, AND HEREBY AND THEREBY FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(k) No Recourse. Notwithstanding anything to the contrary in this Agreement, the Company and each Holder agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement, will be had against any current or future director, officer, employee, general or limited partner or member of any Holder or any Affiliate or assignee thereof, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by any current or future officer, agent or employee of any Holder or any current or future member of any Holder or any current or future director, officer, employee, partner or member of any Holder or of any Affiliate or assignee thereof, as such for any obligation of any Holder under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

(l) Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The use of the word "including" in this Agreement will be by way of example rather than by limitation.

(m) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party.

(n) Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same agreement.

(o) Electronic Delivery. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent executed and delivered by means of a photographic, photostatic, facsimile or similar reproduction of such signed writing using a facsimile machine or electronic mail will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument will raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

(p) Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Holder agrees to execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and the transactions contemplated hereby.

(q) Termination. The rights of any particular Holder to require the Company to register securities under Section 1 shall terminate with respect to such Holder when such Holder no longer holds any Registrable Securities.

(r) Dividends, Recapitalizations, Etc. If at any time or from time to time there is any change in the capital structure of the Company by way of a share split, share dividend, combination or reclassification, or through a merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment will be made in the provisions hereof so that the rights and privileges granted hereby will continue.

(s) No Third-Party Beneficiaries. Other than as provided in Section 6, no term or provision of this Agreement is intended to be, or shall be, for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder, except as otherwise expressly provided herein.

(t) Current Public Information. At all times after the Company has filed a registration statement with the SEC pursuant to the requirements of either the Securities Act or the Exchange Act, the Company will file all reports required to be filed by it under the Securities Act and the Exchange Act and will take such further action as any Holder may reasonably request, all to the extent required to enable such Holder to sell Registrable Securities, unless otherwise agreed by such Holder.

[*Signature pages follow*]

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

RISE EDUCATION CAYMAN LTD.

By: /s/ Alex Wu
Name: Alex Wu
Title: Acting Chief Financial Officer

BAIN CAPITAL RISE EDUCATION IV CAYMAN LIMITED

By: /s/ Lihong Wang
Name: Lihong Wang
Title: Directors

EXHIBIT A

DEFINITIONS

EXHIBIT B

DADA AUTO INC.
2022 SHARE INCENTIVE PLAN

ARTICLE 1.

PURPOSE

The purpose of this DADA AUTO INC. Share Incentive Plan (the "Plan") is to promote the success and enhance the value of DADA AUTO INC. (the "Company") by linking the personal interests of the members of the Board, Employees, and Consultants to those of Company shareholders and by providing such individuals with an incentive for outstanding performance to generate superior returns to Company shareholders. The Plan is further intended to provide flexibility to the Company in its ability to motivate, attract, and retain the services of members of the Board, Employees, and Consultants upon whose judgment, interest, and special effort the successful conduct of the Company's operation is largely dependent.

ARTICLE 2.

DEFINITIONS AND CONSTRUCTION

Wherever the following terms are used in the Plan they shall have the meanings specified below, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates.

2.1 "Administrator" shall mean the entity (in such capacity and, in the event of an entity that is not the Board, within its delegated authority) that conducts the general administration of the Plan as provided in Article 9. With reference to the duties of the Committee under the Plan which have been delegated to one or more persons pursuant to Section 9.2, or as to which the Board has assumed, the term "Administrator" shall refer to such person(s) unless the Committee or the Board has revoked such delegation or the Board has terminated the assumption of such duties.

2.2 "Applicable Laws" means (i) the laws of the Cayman Islands as they relate to the Company and its Shares; (ii) the legal requirements relating to the Plan and the Awards under applicable provisions of the corporate, securities, tax and other laws, rules, regulations and government orders of any jurisdiction applicable to Awards granted to residents; and, (iii) if applicable, the rules of any applicable securities exchange, national market system or automated quotation system on which the Shares are listed, quoted or traded.

2.3 "Article" means an article of this Plan.

2.4 "Award" shall mean an Option, a Restricted Share or a Restricted Share Unit award pursuant to the Plan or any other equity incentive award granted to a Holder by the Company pursuant to the authorizations of the Administrator under the Plan.

2.5 "Award Agreement" shall mean any written notice, agreement, terms and conditions, contract or other instrument or document evidencing an Award, including through electronic medium.

2.6 "Board" shall mean the Board of Directors of the Company.

2.7 "Cause" with respect to a Holder means (unless otherwise expressly provided in the applicable Award Agreement, or another applicable contract with the Holder that defines such term for purposes of determining the effect that a "for cause" termination has on the Holder's Awards) a termination of employment or service based upon a finding by the Service Recipient, acting in good faith and based on its reasonable belief at the time, that the Holder:

(a) has been negligent in the discharge of his or her duties to the Service Recipient, has refused to perform stated or assigned duties or is incompetent in or (other than by reason of a disability or analogous condition) incapable of performing those duties;

(b) has been dishonest or committed or engaged in an act of theft, embezzlement or fraud, a breach of confidentiality, an unauthorized disclosure or use of inside information, customer lists, trade secrets or other confidential information;

(c) has breached a fiduciary duty, or willfully and materially violated any other duty, law, rule, regulation or policy of the Service Recipient; or has been convicted of, or plead guilty or nolo contendere to, a felony or misdemeanor (other than minor traffic violations or similar offenses);

(d) has materially breached any of the provisions of any agreement with or any policy of the Service Recipient;

(e) has engaged in unfair competition with, or otherwise acted intentionally in a manner injurious to the reputation, business or assets of, the Service Recipient; or

(f) has improperly induced a vendor or customer to break or terminate any contract with the Service Recipient or induced a principal for whom the Service Recipient acts as agent to terminate such agency relationship.

A termination for Cause shall be deemed to occur (subject to reinstatement upon a contrary final determination by the Administrator) on the date on which the Service Recipient first delivers written notice to the Holder of a finding of termination for Cause.

2.8 "Code" shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

2.9 "Committee" shall have the meaning as set forth in Section 9.1.

2.10 "Company" shall mean DADA AUTO INC., a Cayman Islands corporation.

2.11 "Consultant" means any consultant or adviser if: (a) the consultant or adviser renders bona fide services to a Service Recipient; (b) the services rendered by the consultant or adviser are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company's securities; and (c) the consultant or adviser is a natural person who has contracted directly with the Service Recipient to render such services.

2.12 "Corporate Transaction" means, except in connection with any initial public offering of Shares, any of the following transactions, *provided, however*, that the Committee shall determine under (f) and (g) whether multiple transactions are related, and its determination shall be final, binding and conclusive:

(a) an amalgamation, arrangement, consolidation or scheme of arrangement in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the jurisdiction in which the Company is incorporated or which following such transaction the holders of the Company's voting securities immediately prior to such transaction own fifty percent (50%) or more of the surviving entity;

(b) the direct or indirect acquisition by any person or related group of persons (other than an acquisition from or by the Company or by a Company-sponsored employee benefit plan or by a person that directly or indirectly controls, is controlled by, or is under common control with, the Company) of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities pursuant to a tender or exchange offer made directly to the Company's shareholders which a majority of the Incumbent Board (as defined below) who are not affiliates or associates of the offeror under Rule 12b-2 promulgated under the Exchange Act do not recommend such shareholders accept;

(c) the individuals who, as of the Effective Date, are members of the Board (the "Incumbent Board"), cease for any reason to constitute at least fifty percent (50%) of the Board; *provided, that* if the election, or nomination for election by the Company's shareholders, of any new member of the Board is approved by a vote of at least fifty percent (50%) of the Incumbent Board, such new member of the Board shall be considered as a member of the Incumbent Board.

(d) the sale, transfer or other disposition of all or substantially all of the assets of the Company (other than to a Parent, Subsidiary or Related Entity);

(e) the completion of a voluntary or insolvent liquidation or dissolution of the Company;

(f) any reverse takeover or scheme of arrangement, or series of related transactions culminating in a reverse takeover or scheme of arrangement (including, but not limited to, a tender offer followed by a reverse takeover) in which the Company survives but (A) the Shares of the Company outstanding immediately prior to such transaction are converted or exchanged by virtue of the transaction into other property, whether in the form of securities, cash or otherwise, or (B) in which securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities are transferred to a person or persons different from those who held such securities immediately prior to such transaction culminating in such takeover or scheme of arrangement, but excluding any such transaction or series of related transactions that the Committee determines shall not be a Corporate Transaction; or

(g) acquisition in a single or series of related transactions by any person or related group of persons (other than the Company or by a Company-sponsored employee benefit plan) of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities but excluding any such transaction or series of related transactions that the Committee determines shall not be a Corporate Transaction. "Director" shall mean a member of the Board, as constituted from time to time.

2.13 "Effective Date" shall have the meaning set forth in Section 11.1.

2.14 "Eligible Individual" shall have the meaning set forth in Section 4.1.

2.15 "Employee" means any person, including an officer or a Director, who is in the employment of a Service Recipient, subject to the control and direction of the Service Recipient as to both the work to be performed and the manner and method of performance. The payment of a director's fee by a Service Recipient shall not be sufficient to constitute "employment" by the Service Recipient.

2.16 "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

2.17 "Fair Market Value" means, as of any date, the value of Shares determined as follows:

(a) If the Shares are listed on one or more established and regulated securities exchanges, national market systems or automated quotation system on which Shares are listed, quoted or traded, its Fair Market Value shall be the closing sales price for such shares (or the closing bid, if no sales were reported) as quoted on the principal exchange or system on which the Shares are listed (as determined by the Administrator) on the date of determination (or, if no closing sales price or closing bid was reported on that date, as applicable, on the last trading date such closing sales price or closing bid was reported), as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or

(b) In the absence of an established market for the Shares of the type described in (a), above, the Fair Market Value thereof shall be determined by the Administrator in good faith and in its discretion by reference to (i) the placing price of the latest private placement of the Shares and the development of the Company's business operations and the general economic and market conditions since such latest private placement, (ii) other third party transactions involving the Shares and the development of the Company's business operation and the general economic and market conditions since such sale, (iii) an independent valuation of the Shares, or (iv) such other methodologies or information as the Administrator determines to be indicative of Fair Market Value, relevant.

2.18 "Holder" shall mean a person who has been granted an Award.

2.19 "Incentive Option" shall mean an Option that is intended to meet the applicable provisions of Section 422 of the Code.

2.20 "Non-Employee Director" shall mean a Director of the Company who is not an Employee.

2.21 "Non-Qualified Option" shall mean an Option that is not an Incentive Option.

2.22 "Option" shall mean a right to purchase of Shares at a specified exercise price, granted under Article 5. An Option shall be either a Non-Qualified Option or an Incentive Option; *provided, however*, that Incentive Options may only be granted to Employees.

2.23 "Parent" means any entity whether domestic or foreign, in an unbroken chain of entities ending with the Company, if each of the entities other than the Company beneficially owns, at the time of the determination, securities or interests representing more than fifty percent (50%) of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

2.24 "Plan" shall mean this DADA AUTO INC. Share Incentive Plan, as it may be amended or restated from time to time.

2.25 "Related Entity" means any business, corporation, partnership, limited liability company or other entity in which the Company, a Parent or Subsidiary of the Company holds a substantial economic interest, directly or indirectly, through ownership or contractual arrangements but which is not a Subsidiary and which the Board designates as a Related Entity for purposes of the Plan.

2.26 "Restricted Share" shall mean Shares awarded under Article 6 that is subject to certain restrictions and may be subject to risk of forfeiture or repurchase.

2.27 "Restricted Share Units" shall mean the right to receive Shares awarded under Article 7.

2.28 "Securities Act" shall mean the Securities Act of 1933, as amended.

2.29 "Service Recipient" means the Company, any Parent or Subsidiary of the Company and any Related Entity to which an Eligible Individual provides services as an Employee, Consultant or as a Director.

2.30 "Share" means an ordinary share of the Company, and such other securities of the Company that may be substituted for Shares pursuant to Article 10.

2.31 "Subsidiary" means any entity (other than the Company), whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing more than fifty percent (50%) of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

2.32 "Termination of Service" shall mean,

(a) As to a Consultant, the time when the engagement of a Holder as a Consultant to a Service Recipient is terminated for any reason, with or without cause, including, without limitation, by resignation, discharge, death or retirement, but excluding terminations where the Consultant simultaneously commences or remains in employment or service with the Company, any Parent, any Subsidiary or any Related Entity.

(b) As to a Non-Employee Director, the time when a Holder who is a Non-Employee Director ceases to be a Director for any reason, including, without limitation, a termination by resignation, failure to be elected, death or retirement, but excluding terminations where the Holder simultaneously commences or remains in employment or service with the Company, any Parent, any Subsidiary or any Related Entity.

(c) As to an Employee, the time when the employee-employer relationship between a Holder and the Service Recipient is terminated for any reason, including, without limitation, a termination by resignation, discharge, death, disability or retirement; but excluding terminations where the Holder simultaneously commences or remains in employment or service with the Company, any Parent, any Subsidiary or any Related Entity.

The Administrator, in its sole discretion, shall determine the effect of all matters and questions relating to Terminations of Service, including, without limitation, the question of whether a Termination of Service resulted from a discharge for cause and all questions of whether particular leaves of absence constitute a Termination of Service; provided, however, that, with respect to Incentive Options, unless the Administrator otherwise provides in the terms of the Award Agreement or otherwise, a leave of absence, change in status from an employee to an independent contractor or other change in the employee-employer relationship shall constitute a Termination of Service only if, and to the extent that, such leave of absence, change in status or other change interrupts employment for the purposes of Section 422(a)(2) of the Code and the then applicable regulations and revenue rulings under said Section. For purposes of the Plan, subject to Sections 10.2 and 10.3, a Holder's employee-employer relationship or consultancy relations shall be deemed to be terminated in the event that the Parent, Subsidiary or Related Entity employing or contracting with such Holder ceases to remain a Parent, Subsidiary or Related Entity following any merger, sale of securities or other corporate transaction or event (including, without limitation, a spin-off).

ARTICLE 3.

SHARES SUBJECT TO THE PLAN

3.1 Number of Shares.

(a) Subject to Section 10.1 and Section 3.1(b) the aggregate number of shares of Share which may be issued or transferred pursuant to Awards under the Plan is (A) 6,818,182 Shares outstanding (on an as converted basis) or (B) such greater number of shares of Share as determined by the Committee and approved by the shareholders of the Company.

(b) To the extent that an Award terminates, expires, or lapses for any reason, or is settled in cash and not Shares, then any Shares subject to the Award shall again be available for the grant of an Award pursuant to the Plan. Shares delivered by the Holder or withheld by the Company upon the exercise of any Award under the Plan, in payment of the exercise price thereof or tax withholding thereon, may again be optioned, granted or awarded hereunder, subject to the limitations of Section 3.1(a). If any Shares forfeited by the Holder or repurchased by the Company, such Shares may again be optioned, granted or awarded hereunder, subject to the limitations of Section 3.1(a). Notwithstanding the provisions of this Section 3.1(b), no Shares may again be optioned, granted or awarded if such action would cause an Incentive Option to fail to qualify as an incentive stock option under Section 422 of the Code.

3.2 Share Distributed. Any Shares distributed pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares, treasury Shares (subject to Applicable Laws) or Shares purchased on the open market.

ARTICLE 4.

GRANTING OF AWARDS

4.1 Eligibility. Persons eligible to participate in this Plan may include Employees, Consultants, and Directors, the general scope of which shall be determined by the Committee ("Eligible Individuals").

4.2 Participation. The Administrator may, from time to time, select from among all Eligible Individuals, those to whom an Award will be granted and shall determine the nature and amount of each Award, which shall not be inconsistent with the requirements of the Plan. No Eligible Individual shall have any right to be granted an Award pursuant to the Plan.

4.3 Award Agreement. Each Award shall be evidenced by an Award Agreement. Award Agreements evidencing Incentive Options shall contain such terms and conditions as may be necessary to meet the applicable provisions of Section 422 of the Code.

4.4 Jurisdictions. Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws in the jurisdictions in which the Service Recipients are formed, operate or have Eligible Individuals, or in order to comply with the requirements of any securities exchange, the Administrator, in its sole discretion, shall have the power and authority to: (a) determine which Company, Parents, Subsidiaries and Related Entities shall be covered by the Plan; (b) determine which Eligible Individuals are eligible to participate in the Plan; (c) modify the terms and conditions of any Award granted to Eligible Individuals to comply with Applicable Laws; (d) establish subplans and modify exercise procedures and other terms and procedures, to the extent such actions may be necessary or advisable (any such subplans and/or modifications shall be attached to the Plan as appendices); *provided, however*, that no such subplans and/or modifications shall increase the share limitations contained in Sections 3.1; and (e) take any action, before or after an Award is made, that it deems advisable to obtain approval under or comply with any Applicable Laws including necessary local governmental regulatory exemptions or approvals or listing requirements of any such securities exchange. Notwithstanding the foregoing, the Administrator may not take any actions hereunder, and no Awards shall be granted, that would violate the any Applicable Laws.

ARTICLE 5.

OPTIONS

5.1 General. The Administrator is authorized to grant Options to Eligible Individuals on the following terms and conditions:

(a) Exercise Price. The exercise price per Share subject to an Option shall be determined by the Administrator and set forth in the Award Agreement which may be a fixed or variable price related to the Fair Market Value of the Shares; *provided*, *however*, that no Option may be granted to an individual subject to taxation in the United States at less than the Fair Market Value on the date of grant, without compliance with Section 409A of the Code, or the Holder's consent. The exercise price per Share subject to an Option may be amended or adjusted in the absolute discretion of the Administrator, the determination of which shall be final, binding and conclusive. For the avoidance of doubt, to the extent not prohibited by Applicable Laws (including any applicable exchange rule), a downward adjustment of the exercise prices of Options mentioned in the preceding sentence shall be effective without the approval of the Company's shareholders or the approval of the affected Holders and in no event shall the exercise price after the downward adjustment be lower than the par value of the relevant underlying shares.

(b) Vesting. The period during which the right to exercise, in whole or in part, an Option vests in the Holder shall be set by the Administrator and the Administrator may determine that an Option may not be exercised in whole or in part for a specified period after it is granted. Such vesting may be based on service with the Service Recipient or any other criteria selected by the Administrator. At any time after grant of an Option, the Administrator may, in its sole discretion and subject to whatever terms and conditions it selects, accelerate the period during which an Option vests. No portion of an Option which is unexercisable at a Holder's Termination of Service shall thereafter become exercisable, except as may be otherwise provided by the Administrator either in the Award Agreement or by action of the Administrator following the grant of the Option.

(c) Time and Conditions of Exercise. The Administrator shall determine the time or times at which an Option may be exercised in whole or in part, including exercise prior to vesting and that a partial exercise must be with respect to a minimum number of shares. The Administrator shall also determine any conditions, if any, that must be satisfied before all or part of an Option may be exercised.

(d) Partial Exercise. An exercisable Option may be exercised in whole or in part. However, an Option shall not be exercisable with respect to fractional shares and the Administrator may require that, by the terms of the Option, a partial exercise must be with respect to a minimum number of shares.

(e) Manner of Exercise. All or a portion of an exercisable Option shall be deemed exercised upon delivery of all of the following to the Secretary of the Company, or such other person or entity designated by the Administrator, or his, her or its office, as applicable:

(i) A written or electronic notice complying with the applicable rules established by the Administrator stating that the Option, or a portion thereof, is exercised. The notice shall be signed by the Holder or other person then entitled to exercise the Option or such portion of the Option;

(ii) Such representations and documents as the Administrator, in its sole discretion, deems necessary or advisable to effect compliance with all Applicable Laws. The Administrator may, in its sole discretion, also take whatever additional actions it deems appropriate to effect such compliance including, without limitation, placing legends on share certificates and issuing stop-transfer notices to agents and registrars;

(iii) In the event that the Option shall be exercised pursuant to Section 8.3 by any person or persons other than the Holder, appropriate proof of the right of such person or persons to exercise the Option, as determined in the sole discretion of the Administrator; and

(iv) Full payment of the exercise price and applicable withholding taxes to share administrator of the Company for the Shares with respect to which the Option, or portion thereof, is exercised, in a manner permitted by Section 8.1 and 8.2.

(f) Term. The term of any Option granted under the Plan shall not exceed ten years. Except as limited by the requirements of Section 409A or Section 422 of the Code and regulations and rulings thereunder, the Administrator may extend the term of any outstanding Option, and may extend the time period during which vested Options may be exercised, in connection with any Termination of Service of the Holder, and may amend any other term or condition of such Option relating to such a Termination of Service.

(g) Evidence of Grant. All Options shall be evidenced by an Award Agreement between the Company and the Holder. The Award Agreement shall include such additional provisions as may be specified by the Administrator.

(h) Effects of Termination of Employment or Service on Options. Termination of employment or service shall have the following effects on Options granted to the Holders unless otherwise provided in the Award Agreement:

(i) Dismissal for Cause. Unless otherwise provided in the Award Agreement, if a Holder's employment by or service to the Service Recipient is terminated by the Service Recipient for Cause, the Holder's Options will terminate upon such termination, whether or not the Option is then vested and/or exercisable;

(ii) Death or Disability. Unless otherwise provided in the Award Agreement, if a Holder's employment by or service to the Service Recipient terminates as a result of the Holder's death or disability:

(A) the Holder (or his or her legal representative or beneficiary, in the case of the Holder's disability or death, respectively), will have until the date that is 90 days after the Holder's termination of employment or service to exercise the Holder's Options (or portion thereof) to the extent that such Options were vested and exercisable on the date of the Holder's termination of employment or service on account of death or disability;

(B) the Options, to the extent not vested and exercisable on the date of the Holder's termination of employment or service, shall terminate upon the Holder's termination of employment or service on account of death or disability; and

(C) the Options, to the extent exercisable for the 90-day period following the Holder's termination of employment or service and not exercised during such period, shall terminate at the close of business on the last day of the 90-day period.

(iii) Other Terminations of Employment or Service. Unless otherwise provided in the Award Agreement, if a Holder's employment by or service to the Service Recipient terminates for any reason other than a termination by the Service Recipient for Cause or because of the Holder's death or disability:

(A) the Holder will have until the date that is 30 days after the Holder's termination of employment or service to exercise his or her Options (or portion thereof) to the extent that such Options were vested and exercisable on the date of the Holder's termination of employment or service;

(B) the Options, to the extent not vested and exercisable on the date of the Holder's termination of employment or service, shall terminate upon the Holder's termination of employment or service; and

(C) the Options, to the extent exercisable for the 30-day period following the Holder's termination of employment or service and not exercised during such period, shall terminate at the close of business on the last day of the 30-day period.

5.2 Incentive Options. Incentive Options may be granted to Employees of the Company, a Parent or Subsidiary of the Company. Incentive Options may not be granted to Employees of a Related Entity or to Non-Employee Directors or Consultants. The terms of any Incentive Options granted pursuant to the Plan, in addition to the requirements of Section 5.1, must comply with the following additional provisions of this Section 5.2:

(a) Expiration of Option. No Award of an Incentive Option may be made pursuant to this Plan after the tenth anniversary of the Effective Date.

(b) Individual Dollar Limitation. The aggregate Fair Market Value (determined as of the time the Option is granted) of all Shares with respect to which Incentive Options are first exercisable by a Holder in any calendar year may not exceed U.S. $100,000 or such other limitation as imposed by Section 422(d) of the Code, or any successor provision. To the extent that Incentive Options are first exercisable by a Holder in excess of such limitation, the excess shall be considered Non-Qualified Options.

(c) Ten Percent Owners. An Incentive Option shall be granted to any individual who, at the date of grant, owns Shares possessing more than ten percent of the total combined voting power of all classes of shares of the Company only if such Option is granted at a price that is not less than 110% of Fair Market Value on the date of grant and the Option is exercisable for no more than five years from the date of grant.

(d) Transfer Restriction. The Holder shall give the Company prompt notice of any disposition of Shares acquired by exercise of an Incentive Option within (i) two years from the date of grant of such Incentive Option or (ii) one year after the transfer of such Shares to the Holder, whichever period ends later.

(e) Expiration of Incentive Options. No Award of an Incentive Option may be made pursuant to this Plan after the tenth anniversary of the Effective Date.

(f) Right to Exercise. During a Holder's lifetime, an Incentive Option may be exercised only by the Holder.

ARTICLE 6.

AWARD OF RESTRICTED STOCK

6.1 Grant of Restricted Shares. The Administrator, at any time and from time to time, may grant Restricted Shares to Eligible Individuals as the Administrator, in its sole discretion, shall determine. The Administrator, in its sole discretion, shall determine the number of Restricted Shares to be granted to each Holder.

6.2 Restricted Shares Award Agreement. Each Award of Restricted Shares shall be evidenced by an Award Agreement that shall specify the period of restriction, the number of Restricted Shares granted, and such other terms and conditions as the Administrator, in its sole discretion, shall determine. Unless the Administrator determines otherwise, Restricted Shares shall be held by the Company as escrow agent until the restrictions on such Restricted Shares have lapsed.

6.3 Restrictions. All Restricted Shares (including any shares received by Holders thereof with respect to Restricted Shares as a result of share dividends, share splits or any other form of recapitalization) shall, in the terms of each individual Award Agreement, be subject to such restrictions and vesting requirements as the Administrator shall provide. Such restrictions may include, without limitation, restrictions concerning voting rights and transferability and such restrictions may lapse separately or in combination at such times and pursuant to such circumstances or based on such criteria as selected by the Administrator, including, without limitation, criteria based on the Holder's duration of employment, directorship or consultancy with the Service Recipient, or other criteria selected by the Administrator. By action taken after the Restricted Shares are issued, the Administrator may, on such terms and conditions as it may determine to be appropriate, accelerate the vesting of such Restricted Shares by removing any or all of the restrictions imposed by the terms of the Award Agreement. Unless otherwise provided in the applicable Award Agreement, Restricted Shares may not be sold, transferred or encumbered until all applicable restrictions are terminated or expire.

6.4 Certificates for Restricted Share. Restricted Shares granted pursuant to the Plan may be evidenced in such manner as the Administrator shall determine. Certificates or book entries evidencing Restricted Shares must include an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Share, and the Company may, in it sole discretion, retain physical possession of any share certificate until such time as all applicable restrictions lapse.

ARTICLE 7.

RESTRICTED SHARE UNITS

7.1 Grant of Restricted Share Units. The Administrator, at any time and from time to time, may grant Restricted Share Units to Eligible Individuals as the Administrator, in its sole discretion, shall determine. The Administrator, in its sole discretion, shall determine the number of Restricted Share Units to be granted to each Holder.

7.2 Restricted Share Units Award Agreement. Each Award of Restricted Share Units shall be evidenced by an Award Agreement that shall specify any vesting conditions, the number of Restricted Share Units granted, and such other terms and conditions as the Administrator, in its sole discretion, shall determine.

7.3 Form and Timing of Payment of Restricted Share Units. At the time of grant, the Administrator shall specify the date or dates on which the Restricted Share Units shall become fully vested and nonforfeitable. Upon vesting, the Administrator, in its sole discretion, may pay Restricted Share Units in the form of cash, Shares or a combination thereof.

ARTICLE 8.

ADDITIONAL TERMS OF AWARDS

8.1 Payment. The Administrator shall determine the methods by which payments by any Holder with respect to any Awards granted under the Plan shall be made, including, without limitation: (a) cash or check, (b) Shares (including, in the case of payment of the exercise price of an Award, Shares issuable pursuant to the exercise of the Award) or Shares held for such period of time as may be required by the Administrator in order to avoid adverse accounting consequences under the applicable accounting standards, in each case, having a Fair Market Value on the date of delivery equal to the aggregate payments required, (c) following the trading date, delivery of a notice that the Holder has placed a market sell order with a broker with respect to Shares then issuable upon exercise or vesting of an Award, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the aggregate payments required, *provided,* that payment of such proceeds is then made to the Company upon settlement of such sale, or (d) other form of legal consideration acceptable to the Administrator. The Administrator shall also determine the methods by which Shares shall be delivered or deemed to be delivered to Holders. Notwithstanding any other provision of the Plan to the contrary, no Holder shall be permitted to make payment with respect to any Awards granted under the Plan to the extent prohibited by Applicable Laws.

8.2 Tax Withholding. Unless otherwise approved by the Administrator, no Shares shall be delivered under the Plan to any Holder until such Holder has made arrangements acceptable to the Administrator for the satisfaction of any income, employment, social welfare or other tax withholding obligations under Applicable Laws. Each Service Recipient shall have the authority and the right to deduct or withhold, or require a Holder to remit to the applicable Service Recipient, an amount sufficient to satisfy federal, state, local and foreign taxes (including the Holder's employment, social welfare or other tax obligations) required by Applicable Laws to be withheld with respect to any taxable event concerning a Holder arising as a result of the Plan. The Administrator may in its sole discretion and in satisfaction of the foregoing requirement allow a Holder to elect to have the Company withhold Shares otherwise issuable under an Award (or allow the surrender of Shares). The number of Shares which may be so withheld or surrendered shall, unless otherwise approved by the Administrator, be limited to the number of Shares which have a Fair Market Value on the date of withholding or repurchase equal to the aggregate amount of such liabilities based on the minimum statutory withholding rates for tax purposes that are applicable to such taxable income.

8.3 Transferability of Awards.

(a) Except as otherwise provided in Section 8.3(b):

(i) No Award under the Plan may be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution or, subject to the consent of the Administrator, as required under applicable domestic relations laws, unless and until such Award has been exercised, or the shares underlying such Award have been issued, and all restrictions applicable to such shares have lapsed;

(ii) No Award or interest or right therein shall be liable for the debts, contracts or engagements of the Holder or his successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, hypothecation, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence; and

(iii) During the lifetime of the Holder, only the Holder (or in the case of disability of the Holder, its representative pursuant to Applicable Laws) may exercise an Award (or any portion thereof) granted to him under the Plan, unless it has been disposed of pursuant to applicable domestic relations law; after the death of the Holder, any exercisable portion of an Award may, prior to the time when such portion becomes unexercisable under the Plan or the applicable Award Agreement, be exercised by his personal representative or by any person empowered to do so under the deceased Holder's will or under the then Applicable Laws of descent and distribution.

(b) Notwithstanding Section 8.3(a), the Administrator, in its sole discretion, may determine to permit a Holder to transfer an Award other than an Incentive Option to certain persons or entities related to the Holder, including but not limited to members of the Holder's family, charitable institutions, or trusts or other entities whose beneficiaries or beneficial owners are members of the Holder's family and/or charitable institutions, pursuant to such conditions and procedures as the Administrator may establish, including the following conditions: (i) an Award transferred shall not be assignable or transferable other than by will or the laws of descent and distribution; (ii) an Award transferred shall continue to be subject to all the terms and conditions of the Award as applicable to the original Holder (other than the ability to further transfer the Award); and (iii) the Holder and the permitted transferee shall execute any and all documents requested by the Administrator, including, without limitation documents to (A) confirm the status of the transferee as a permitted transferee, (B) satisfy any requirements for an exemption for the transfer under Applicable Laws and (C) evidence the transfer.

8.4 Conditions to Issuance of Shares.

(a) Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any certificates or make any book entries evidencing Shares pursuant to the exercise of any Award, unless and until the Administrator has determined, with advice of counsel, that the issuance of such Shares is in compliance with all Applicable Laws and the Shares are covered by an effective registration statement or applicable exemption from registration. In addition to the terms and conditions provided herein, the Administrator may require that a Holder make such reasonable covenants, agreements, and representations as the Administrator, in its discretion, deems advisable in order to comply with any such laws, regulations, or requirements.

(b) All Share certificates delivered pursuant to the Plan and all Shares issued pursuant to book entry procedures are subject to any stop-transfer orders and other restrictions as the Administrator deems necessary or advisable to comply with all Applicable Laws. The Administrator may place legends on any Shares certificate or book entry to reference restrictions applicable to the Shares.

(c) The Administrator shall have the right to require any Holder to comply with any timing or other restrictions with respect to the settlement, distribution or exercise of any Award, including a window-period limitation, as may be imposed in the sole discretion of the Administrator.

(d) No fractional Shares shall be issued and the Administrator shall determine, in its sole discretion, whether cash shall be given in lieu of fractional shares or whether such fractional shares shall be eliminated by rounding down.

(e) Notwithstanding any other provision of the Plan, unless otherwise determined by the Administrator or required by any Applicable Laws, the Company shall not deliver to any Holder certificates evidencing Shares issued in connection with any Award and instead such Shares shall be recorded in the books of the Company (or, as applicable, the Administrator or the transfer agent of the Company).

8.5 Forfeiture Provisions. Pursuant to its general authority to determine the terms and conditions applicable to Awards under the Plan, the Administrator shall have the right to provide, in the terms of Awards made under the Plan, or to require a Holder to agree by separate written instrument, that the Awards are subject to certain forfeiture/repurchase restrictions as determined by the Administrator.

8.6 Applicable Currency. Unless otherwise required by Applicable Laws, or as determined in the discretion of the Administrator, all Awards shall be designated in U.S. dollars. A Holder may be required to provide evidence that any currency used to pay the exercise price of any Award were acquired and taken out of the jurisdiction in which the Holder resides in accordance with Applicable Laws, including foreign exchange control laws and regulations. In the event the exercise price for an Award is paid in another foreign currency, as permitted by the Administrator, the amount payable will be determined by conversion from U.S. dollars at the exchange rate as selected by the Administrator on the date of exercise.

ARTICLE 9.

ADMINISTRATION

9.1 Administration. This Plan shall be administered by and all Awards under this Plan shall be authorized by the Board or one or more committees consisting of Directors appointed by the Board (the "Committee") or another committee (within its delegated authority pursuant to Section 9.2 below) that has the authority to administer all or certain aspects of this Plan pursuant to Section 9.2 below. Reference to the Committee shall refer to the Board in absence of the Committee. Notwithstanding the foregoing, the full Board, acting by majority of its members in office, shall conduct the general administration of the Plan if required by Applicable Laws.

9.2 Delegation of Authority. To the extent permitted by Applicable Laws, the Board or Committee may from time to time delegate to a committee of one or more officers of the Company the authority to grant or amend Awards or to take other administrative actions; *provided, however*, that in no event shall an officer be delegated the authority to grant awards to, or amend awards held by the officers of the Company (or Directors) to whom authority to grant or amend Awards has been delegated hereunder. Any delegation hereunder shall be subject to the restrictions and limits that the Board or Committee specifies at the time of such delegation, and the Board may at any time rescind the authority so delegated or appoint a new delegatee. At all times, the delegatee appointed under this Section 9.2 shall serve in such capacity at the pleasure of the Board and the Committee.

9.3 Duties and Powers of Administrator. It shall be the duty of the Administrator to conduct the general administration of the Plan in accordance with its provisions. The Administrator shall have the power to interpret the Plan and the Award Agreement, and to adopt such rules for the administration, interpretation and application of the Plan as are not inconsistent therewith, to interpret, amend or revoke any such rules and to amend any Award Agreement provided that the rights or obligations of the Holder of the Award that is the subject of any such Award Agreement are not affected adversely by such amendment, unless the consent of such Holder is obtained or such amendment is otherwise permitted under this Plan. Any such grant or award under the Plan need not be the same with respect to each Holder. Any such interpretations and rules with respect to Incentive Options shall be consistent with the provisions of Section 422 of the Code. In its sole discretion, the Board may at any time and from time to time exercise any and all rights and duties of the Administrator under the Plan.

9.4 Authority of Administrator. Subject to any specific designation in the Plan, the Administrator has the exclusive power, authority and sole discretion to:

(a) Designate Eligible Individuals to receive Awards;

(b) Determine the type or types of Awards to be granted to each Eligible Individual;

(c) Determine the number of Awards to be granted and the number of shares of Shares to which an Award will relate;

(d) Determine the terms and conditions of any Award granted pursuant to the Plan, including, but not limited to, the exercise price, grant price, or purchase price, any reload provision, any restrictions or limitations on the Award, any schedule for vesting, lapse of forfeiture restrictions or restrictions on the exercisability of an Award, and accelerations or waivers thereof, and any provisions related to non-competition and recapture of gain on an Award, based in each case on such considerations as the Administrator in its sole discretion determines;

(e) Determine whether, to what extent, and pursuant to what circumstances an Award may be settled in, or the exercise price of an Award may be paid in cash, Shares, other Awards, or other property, or an Award may be canceled, forfeited, or surrendered;

(f) Prescribe the form of each Award Agreement, which need not be identical for each Holder;

(g) Decide all other matters that must be determined in connection with an Award;

(h) Establish, adopt, or revise any rules and regulations as it may deem necessary or advisable to administer the Plan;

(i) Interpret the terms of, and any matter arising pursuant to, the Plan or any Award Agreement; and

(j) Make all other decisions and determinations that may be required pursuant to the Plan or as the Administrator deems necessary or advisable to administer the Plan.

9.5 Decisions Binding. The Administrator's interpretation of the Plan, any Awards granted pursuant to the Plan, any Award Agreement and all decisions and determinations by the Administrator with respect to the Plan are final, binding, and conclusive on all parties.

ARTICLE 10.

CHANGES IN CAPITAL STRUCTURE

10.1 Adjustments. In the event of any distribution, share split, combination or exchange of Shares, amalgamation, arrangement or consolidation, reorganization of the Company, including the Company becoming a subsidiary in a transaction not involving a Corporate Transaction, spin-off, recapitalization or other distribution (other than normal cash dividends) of Company assets to its shareholders, or any other change affecting the Shares or the share price of a Share, the Administrator shall make such proportionate and equitable adjustments, if any, to reflect such change with respect to (a) the aggregate number and type of shares that may be issued under the Plan (including, but not limited to, adjustments of the limitations in Section 3.1 and substitutions of shares in a parent or surviving company); (b) the terms and conditions of any outstanding Awards (including, without limitation, any applicable performance targets or criteria with respect thereto); and (c) the grant or exercise price per share for any outstanding Awards under the Plan. The form and manner of any such adjustments shall be determined by the Administrator in its sole discretion.

10.2 Corporate Transactions. Except as may otherwise be provided in any Award Agreement or any other written agreement entered into by and between the Company and a Holder, if a Corporate Transaction occurs and a Holder's Awards are not converted, assumed, or replaced by a successor as provided in Section 10.3, such Awards shall become fully exercisable and all forfeiture restrictions on such Awards shall lapse. Upon, or in anticipation of, a Corporate Transaction, the Administrator may in its sole discretion provide for (a) any and all Awards outstanding hereunder to terminate at a specific time in the future and shall give each Holder the right to exercise such Awards during a period of time as the Administrator shall determine, (b) either the purchase of any Award for an amount of cash equal to the amount that could have been attained upon the exercise of such Award or realization of the Holder's rights had such Award been currently exercisable or payable or fully vested (and, for the avoidance of doubt, if as of such date the Administrator determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Holder's rights, then such Award may be terminated by the Company without payment), or (c) the replacement of such Award with other rights or property selected by the Administrator in its sole discretion or the assumption of or substitution of such Award by the successor or surviving corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of Shares and prices.

10.3 Assumption of Awards – Corporate Transactions. In the event of a Corporate Transaction, each Award may be assumed by the successor entity or Parent thereof in connection with the Corporate Transaction. Except as provided otherwise in an individual Award Agreement, an Award will be considered assumed if the Award either is (a) assumed by the successor entity or Parent thereof or replaced with a comparable award (as determined by the Administrator) with respect to capital shares (or equivalent) of the successor entity or Parent thereof or (b) replaced with a cash incentive program of the successor entity which preserves the compensation element of such Award existing at the time of the Corporate Transaction and provides for subsequent payout in accordance with the same vesting schedule applicable to such Award. If an Award is assumed in a Corporate Transaction, then such Award, the replacement award or the cash incentive program automatically shall become fully vested, exercisable and payable and be released from any restrictions on transfer (other than transfer restrictions applicable to Options) and repurchase or forfeiture rights, immediately upon termination of the Holder's employment or service with all Service Recipients within twelve (12) months of the Corporate Transaction without Cause.

10.4 Outstanding Awards – Other Changes. In the event of any other change in the capitalization of the Company or corporate change other than those specifically referred to in this Article 10, the Administrator may, in its absolute discretion, make such adjustments in the number and class of shares subject to Awards outstanding on the date on which such change occurs and in the per share grant or exercise price of each Award as the Administrator may consider appropriate to prevent dilution or enlargement of rights.

10.5 No Other Rights. Except as expressly provided in the Plan, no Holder shall have any rights by reason of any subdivision or consolidation of shares of any class, the payment of any dividend, any increase or decrease in the number of shares of any class or any dissolution, liquidation, merger, or consolidation of the Company or any other corporation. Except as expressly provided in the Plan or pursuant to action of the Administrator under the Plan, no issuance by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of shares subject to an Award or the grant or exercise price of any Award.

ARTICLE 11.

MISCELLANEOUS PROVISIONS

11.1 Effective Date. The Plan will be effective as of the date it is approved by the Board (the "Effective Date").

11.2 Expiration Date. The Plan will expire on, and no Award may be granted pursuant to the Plan after, the tenth anniversary of the Effective Date. Any Awards that are outstanding on the tenth anniversary of the Effective Date shall remain in force according to the terms of the Plan and the applicable Award Agreement.

11.3 Amendment, Suspension or Termination of the Plan. Except as otherwise provided in this Section 11.3, at any time and from time to time, the Committee may terminate, amend or modify the Plan; *provided, however*, that (a) to the extent necessary and desirable to comply with Applicable Laws the Company shall obtain shareholder approval of any Plan amendment in such a manner and to such a degree as required, and (b) shareholder approval is required for any amendment to the Plan that (i) increases the number of Shares available under the Plan (other than any adjustment as provided by Article 10), (ii) permits the Administrator to extend the term of the Plan or the exercise period for an Option beyond ten years from the date of grant, or (iii) results in a material increase in benefits.

11.4 No Shareholders Rights. Except as otherwise provided herein, a Holder shall have none of the rights of a shareholder with respect to Shares covered by any Award until the Holder becomes the record owner of such Shares.

11.5 Paperless Administration. In the event that the Company establishes, for itself or using the services of a third party, an automated system for the documentation, granting or exercise of Awards, such as a system using an internet website or interactive voice response, then the paperless documentation, granting or exercise of Awards by a Holder may be permitted through the use of such an automated system.

11.6 Effect of Plan upon Other Compensation Plans. The adoption of the Plan shall not affect any other compensation or incentive plans in effect for a Service Recipient. Nothing in the Plan shall be construed to limit the right of a Service Recipient: (a) to establish any other forms of incentives or compensation for Eligible Individuals or other persons, or (b) to grant or assume options or other rights or awards otherwise than under the Plan in connection with any proper corporate purpose including without limitation, the grant or assumption of options in connection with the acquisition by purchase, lease, merger, consolidation or otherwise, of the business, securities or assets of any corporation, partnership, limited liability company, firm or association.

11.7 Compliance with Laws. The Plan, the granting and vesting of Awards under the Plan and the issuance and delivery of Shares and the payment of money under the Plan or under Awards granted or awarded hereunder are subject to compliance with all Applicable Laws (including but not limited to securities law and margin requirements), and to such approvals by any listing, regulatory or governmental authority as may, in the opinion of counsel for the Company, be necessary or advisable in connection therewith. Any securities delivered under the Plan shall be subject to such restrictions, and the person acquiring such securities shall, if requested by the Company, provide such assurances and representations to the Company as the Company may deem necessary or desirable to assure compliance with all applicable legal requirements. To the extent permitted by Applicable Laws, the Plan and Awards granted or awarded hereunder shall be deemed amended to the extent necessary to conform to such Applicable Laws.

11.8 Titles and Headings, References to Sections of the Code or Exchange Act. The titles and headings of the Sections in the Plan are for convenience of reference only and, in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control. References to sections of the Code or the Exchange Act shall include any amendment or successor thereto.

11.9 Governing Law. The Plan and any agreements hereunder shall be administered, interpreted and enforced under the internal laws of the Cayman Islands without regard to conflicts of laws thereof.

11.10 Section 409A. To the extent that the Administrator determines that any Award granted under the Plan is subject to Section 409A of the Code, the Award Agreement evidencing such Award shall incorporate the terms and conditions required by Section 409A of the Code. To the extent applicable, the Plan and Award Agreements shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date. Notwithstanding any provision of the Plan to the contrary, in the event that following the Effective Date the Administrator determines that any Award may be subject to Section 409A of the Code and related Department of Treasury guidance (including such Department of Treasury guidance as may be issued after the Effective Date), the Administrator may adopt such amendments to the Plan and the applicable Award Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Administrator determines are necessary or appropriate to (a) exempt the Award from Section 409A of the Code and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section 409A of the Code and related Department of Treasury guidance and thereby avoid the application of any penalty taxes under such Section.

11.11 No Rights to Awards. No Eligible Individual or other person shall have any claim to be granted any Award pursuant to the Plan, and neither the Company nor the Administrator is obligated to treat Eligible Individuals, Holders or any other persons uniformly.

11.12 No Right to Employment or Services. Nothing in the Plan or any Award Agreement shall interfere with or limit in any way the right of the Service Recipient to terminate any Holder's employment or services at any time, nor confer upon any Holder any right to continue in the employment or service of any Service Recipient.

11.13 Unfunded Status of Awards. The Plan is intended to be an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Holder pursuant to an Award, nothing contained in the Plan or any Award Agreement shall give the Holder any rights that are greater than those of a general creditor of the Company, any Subsidiary or any Related Entity.

11.14 Indemnification. To the extent allowable pursuant to Applicable Laws, each member of the Committee or of the Board and each Administrator shall be indemnified and held harmless by the Company from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by such member in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action or failure to act pursuant to the Plan and against and from any and all amounts paid by him or her in satisfaction of judgment in such action, suit, or proceeding against him or her; *provided* he or she gives the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled pursuant to the Company's Amended and Restated Memorandum of Association and Articles of Association, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

11.15 Relationship to other Benefits. No payment pursuant to the Plan shall be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of any Service Recipient except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

11.16 Expenses. The expenses of administering the Plan shall be borne by the Service Recipients.

Exhibit 4.10

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (this "Agreement") dated as of _____, by and between NaaS Technology Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Company"), and (the "Indemnitee").

RECITALS

A. The Company (f/k/a RISE Education Cayman Ltd), Dada Auto Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands ("Dada"), Dada Merger Sub Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("Merger Sub") and Dada Merger Sub II Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("Merger Sub II") are parties to an agreement and plan of merger, dated as of February 8, 2022 (as may be amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Merger Agreement"), which provides, among other things, for the merger of Merger Sub with and into Dada, with Dada continuing as the surviving corporation (the "Merger") and for the merger of the surviving corporation from the Merger with and into Merger Sub II, with Merger Sub II continuing as the surviving corporation and a wholly-owned subsidiary of the Company (the "Second Merger", together with the Merger, the "Mergers"), upon the terms and subject to the conditions set forth in the Merger Agreement.

B. At the Closing (as defined in the Merger Agreement), the board of directors of the Company (the "Company Board") intends to appoint certain individuals to serve on the Company Board and certain directors serving on the Company Board immediately prior to the Closing intend to resign from their positions on the Company Board.

C. Pursuant to Section 8.03 of the Merger Agreement, the Company wishes to provide indemnification and expense advances to each such resigning director and each new director appointed to serve on the Company Board after the Closing.

D. In view of the considerations set forth above, the Company desires that the Indemnitee be indemnified by the Company as set forth herein.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and the Indemnitee hereby agree as follows:

1. Indemnification.

(a) Indemnification. Subject to Section 8 below, the Company shall indemnify and hold harmless the Indemnitee to the fullest extent permitted by law if the Indemnitee was or is or becomes a party to or witness of or other participant in, or is threatened to be made a party to or witness of, any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, or any hearing, inquiry or investigation that the Indemnitee reasonably believes might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, investigative or other (including any appeal therefrom, and any direct or derivative action by or in the right of the Company) (hereinafter, a "Claim") (i) by reason of the fact that the Indemnitee is or was a director or officer of the Company or any subsidiary of the Company, or is or was serving at the request of the Company as a director or an officer of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, or by reason of any action or inaction on the part of the Indemnitee while serving in such capacity, or (ii) as a direct or indirect result of any Claim (A) made by any shareholder of the Company or any subsidiary of the Company against the Indemnitee, or (B) made by a third party (including any Governmental Authorities) against the Indemnitee based on any misstatement or omission of a material fact by the Company (regardless of whether such misstatement or omission of a material fact was made after the Closing, or prior to the Closing by the Company in connection with the Mergers, Dada or the business of Dada or any subsidiary of Dada) in violation of any duty of disclosure imposed on the Company or any subsidiary of the Company by any federal or state securities or common laws (each event as set forth in clauses (i) or (ii), an "Indemnification Event") against any and all Expenses (as defined in Section 10(c) hereof), judgment, fines, penalties and amounts paid in settlement reasonably incurred by the Indemnitee in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness of, or responding to, or objecting to, a request to provide discovery in, or participating in (including on appeal) such Claim.

(b) Contribution. If the indemnification provided for in Section 1(a) for any reason other than the statutory limitations of applicable law or as provided in Section 8, is held by a final decision by a court of competent jurisdiction or an arbitral tribunal to be unavailable to the Indemnitee in respect of any losses, claims, damages, expenses or liabilities in which the Company is jointly liable with the Indemnitee, as the case may be (or would be jointly liable if joined), then the Company, in lieu of indemnifying the Indemnitee thereunder, shall contribute to the amount actually and reasonably incurred and paid or payable by the Indemnitee as a result of such losses, claims, damages, expenses or liabilities in such proportion as is appropriate to reflect (i) the relative benefits received by the Company and the Indemnitee, and (ii) the relative fault of the Company and the Indemnitee in connection with the action or inaction that resulted in such losses, claims, damages, expenses or liabilities, as well as any other relevant equitable considerations. The relative fault of the Company and the Indemnitee shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Indemnitee and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such losses, claims, damages, expenses or liabilities.

The Company and the Indemnitee agree that it would not be just and equitable if contribution pursuant to this Section 1(b) were determined by pro rata or per capita allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding paragraph. No person found guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act of 1933, as amended) shall be entitled to contribution from any person who was not found guilty of such fraudulent misrepresentation.

(c) Survival Regardless of Investigation. The indemnification and contribution provided for in this Section 1 will remain in full force and effect regardless of any investigation made by or on behalf of the Indemnitee.

2. Expenses; Indemnification Procedure.

(a) Advancement of Expenses. Except as prohibited by applicable law, the Company shall advance all Expenses incurred by the Indemnitee in connection with any Indemnification Event (including all Expenses incurred by the Indemnitee in connection with the investigation, defense, settlement or appeal of any Claim relating to such Indemnification Event). Subject to Section 8, the Indemnitee hereby undertakes to promptly repay such amounts advanced only if, and to the extent that, a final decision by a court of competent jurisdiction or an arbitral tribunal shall determine that the Indemnitee is not entitled to be indemnified by the Company under the provisions of this Agreement, the memorandum and articles of association of the Company, or applicable law. The advances to be made hereunder shall be paid by the Company to the Indemnitee as soon as practicable but in any event no later than fifteen (15) days after written demand by the Indemnitee therefor to the Company.

(b) Notice by Indemnitee. The Indemnitee shall give the Company notice in writing promptly after receipt of notice of commencement of any Claim or the threat of the commencement of any Claim, made against the Indemnitee for which indemnification will or could be sought under this Agreement. Notice to the Company shall be delivered in accordance with Section 14 hereof. The failure of the Indemnitee to so notify the Company shall not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement or otherwise.

(c) No Presumptions; Burden of Proof. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that the Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law.

(d) Notice to Insurers. If, at the time of the receipt by the Company of a notice of a Claim pursuant to Section 2(b), the Company has liability insurance in effect which may cover such Claim, the Company shall give prompt written notice of the commencement of such Claim to the insurers in accordance with the procedures set forth in any applicable policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee in connection with the Claim, all amounts payable as a result of such Claim in accordance with the terms of such policies, provided, however, that nothing contained in this Section 2(d) shall excuse the Company from its obligations to pay or advance any Expenses to the Indemnitee as provided herein.

(e) Application for Enforcement. In the event the Company fails to make timely payments as set forth in this Agreement, the Indemnitee shall have the right to apply to any court of competent jurisdiction or an arbitral tribunal for the purpose of specifically enforcing the Indemnitee's right to indemnification or advancement of expenses pursuant to this Agreement.

(f) Selection of Counsel. In the event the Company shall be obligated hereunder to pay the Expenses of any Claim, the Company shall be entitled to assume the defense of such Claim, with counsel reasonably approved by the Indemnitee, upon the delivery to the Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by the Indemnitee and the retention of such counsel by the Company, the Company will not be liable to the Indemnitee under this Agreement for any fees of counsel subsequently incurred by the Indemnitee with respect to the same Claim; provided that, (i) the Indemnitee shall have the right to employ the Indemnitee's counsel in any such Claim at the Indemnitee's expense; (ii) the Indemnitee shall have the right to employ its own counsel in connection with any such proceeding, at the expense of the Company, if such counsel serves in a review, observer, advice and counseling capacity and does not otherwise materially control or participate in the defense of such proceeding; and (iii) if (A) the employment of counsel by the Indemnitee has been previously authorized by the Company, (B) the Indemnitee shall have reasonably concluded that there is a conflict of interest between the Company and the Indemnitee in the conduct of any such defense, or (C) the Company shall not in fact continue to retain such counsel to defend such Claim, then the fees and expenses of the Indemnitee's counsel shall be at the expense of the Company. The Company shall conduct the defense of such Claim in good faith and in consultation with the Indemnitee and legal counsel, and the Company shall not settle any claim against the Indemnitee without the express written consent of the Indemnitee which shall not be unreasonably withheld.

3. Additional Indemnification Rights; Non-exclusivity.

(a) Scope. The Company hereby agrees to indemnify the Indemnitee to the fullest extent permitted by law (except as provided in Section 8) with respect to Claims for Indemnification Events, even if such indemnification is not specifically authorized by the other provisions of this Agreement, any other agreement or by statute. In the event of any change after the date of this Agreement in any applicable law, statute or rule which expands the right of a Cayman Islands company to indemnify a member of its Board of Directors or an officer, it is the intent of the parties hereto that the Indemnitee shall enjoy by this Agreement the greater benefits afforded by such change. In the event of any change in any applicable law, statute or rule which narrows the right of a Cayman Islands company to indemnify a member of its Board of Directors or an officer, such change, to the extent not otherwise required by such law, statute or rule to be applied to this Agreement, shall have no effect on this Agreement or the parties' rights and obligations hereunder except as set forth in Section 8.

(b) Non-exclusivity. Notwithstanding anything in this Agreement, the right to indemnification provided by this Agreement shall be in addition to any rights to which the Indemnitee may be entitled under any applicable law (including the laws of the Cayman Islands), any agreement, any vote of shareholders or disinterested directors, or otherwise. Notwithstanding anything in this Agreement, the indemnification provided under this Agreement shall continue as to the Indemnitee for any action the Indemnitee took or did not take while serving in an indemnified capacity even though the Indemnitee may have ceased to serve in such capacity and such indemnification shall inure to the benefit of the Indemnitee from and after the Indemnitee's first day of service as a director or an officer of the Company or affiliation with a director or an officer from and after the date the Indemnitee commences services as the Indemnitee a director or an officer of the Company.

4. No Duplication of Payments. Notwithstanding anything to the contrary in this Agreement, the Company shall not be liable under this Agreement to make any payment in connection with any Claim made against the Indemnitee to the extent the Indemnitee has otherwise actually received payment under any directors' and officers' liability insurance policy maintained by the Company of the amounts otherwise indemnifiable hereunder.

5. Partial Indemnification. If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for any portion of Expenses incurred in connection with any Claim, but not, however, for all of the total amount thereof, the Company shall nevertheless indemnify the Indemnitee for the portion of such Expenses to which the Indemnitee is entitled.

6. Mutual Acknowledgement. The Company and the Indemnitee acknowledge that in certain instances, applicable law or public policy may prohibit the Company from indemnifying its directors, officers, employees, controlling persons, agents or fiduciaries under this Agreement or otherwise.

7. Liability Insurance. To the extent the Company maintains liability insurance applicable to its directors or officers, the Company shall use commercially reasonable efforts to provide that the Indemnitee shall be covered by such policies in such a manner as to provide the Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Company's directors and officers.

8. Exceptions. Any other provision herein to the contrary notwithstanding but without prejudice to the Company's obligations under Section 2, the Company shall not be obligated pursuant to the terms of this Agreement:

(a) Claims under Section 16(b). to indemnify the Indemnitee for expenses and the payment of profits or an accounting thereof arising from the purchase and sale by the Indemnitee of securities in violation the provisions of Section 16(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any similar provisions of any international, federal, state or local statutory law;

(b) Unauthorized Settlements. to indemnify the Indemnitee hereunder for any amounts paid in settlement of a proceeding unless the Company consents in advance in writing to such settlement, which consent shall not be unreasonably withheld;

(c) Unlawful Indemnification. to indemnify the Indemnitee if a final decision by a court of competent jurisdiction or an arbitral tribunal shall determine that such indemnification is not lawful under applicable law; in this respect, the Company and the Indemnitee have been advised that the Securities and Exchange Commission takes the position that indemnification for liabilities arising under the federal securities laws is against public policy and is, therefore, unenforceable and that claims for indemnification should be submitted to appropriate courts for adjudication;

(d) Fraud. to indemnify the Indemnitee if a final decision by a court of competent jurisdiction in the matter or an arbitral tribunal shall determine that the Indemnitee has committed fraud on the Company; or

(e) Company Contracts. subject to Section 13, to indemnify the Indemnitee with respect to any Claim related to any dispute or breach arising under any contract or similar obligation between the Company and the Indemnitee.

9. Period of Limitations. No legal action shall be brought and no cause of action shall be asserted by or in the right of the Company against the Indemnitee, the Indemnitee's estate, spouse, heirs, executors or personal or legal representatives after the expiration of five (5) years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such five (5)-year period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action, such shorter period shall govern.

10. Construction of Certain Phrases and Interpretation.

(a) For purposes of this Agreement, references to the "Company" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors and officers, so that if the Indemnitee is or was or may be deemed a director or officer of such constituent corporation, or is or was or may be deemed to be serving at the request of such constituent corporation as a director or officer of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, the Indemnitee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving corporation as the Indemnitee would have with respect to such constituent corporation if its separate existence had continued. For the avoidance of doubt, the "Company" as used in this Agreement shall include the Company's predecessor, RISE Education Cayman Ltd. and the subsidiaries of the Company as used in this Agreement shall include the subsidiaries of the Company's predecessor, RISE Education Cayman Ltd.

(b) For purposes of this Agreement, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on the Director with respect to an employee benefit plan; and references to "serving at the request of the Company" shall include any service as a director or officer of the Company which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or its beneficiaries.

(c) For the purpose of this Agreement, "Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Claim, or responding to, or objecting to, a request to provide discovery in any Claim. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Claim and any federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, including without limitation the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by the Indemnitee without the Company's prior written consent or the amount of judgments or fines against the Indemnitee.

(d) For the purpose of this Agreement, "Governmental Authority" means any nation or government, any state, province or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any court, arbitrator or arbitral panel (public or private) or other body or administrative, regulatory or quasi-judicial authority, self-regulated organization, stock exchange, or quasi-governmental authority, or any agency, department, board, commission or instrumentality of any federal, state, local or foreign jurisdiction.

(e) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply: (i) any reference in this Agreement to a Section shall mean a Section of this Agreement; (ii) any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and *vice versa*; (iii) the word "including" or any variation thereof means (unless the context of its usage otherwise requires) "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; (iv) words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires; and (v) the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and such phrase shall not mean simply "if".

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same agreement.

12. Binding Effect; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company, spouses, heirs, and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance reasonably satisfactory to the Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. This Agreement shall continue in effect with respect to Claims relating to Indemnification Events regardless of whether the Indemnitee continues to serve as a director or an officer of the Company or of any other enterprise, including subsidiaries of the Company, at the Company's request.

13. Attorneys' Fees. Subject to Section 8 and except as prohibited by applicable law, in the event that any action is instituted by the Indemnitee under this Agreement or under any liability insurance policies maintained by the Company to enforce or interpret any of the terms hereof or thereof, the Indemnitee shall be entitled to be paid all Expenses actually incurred by the Indemnitee with respect to such action if the Indemnitee is ultimately successful in such action. In the event of an action instituted by or in the name of the Company under this Agreement to enforce or interpret any of the terms of this Agreement, the Indemnitee shall be entitled to be paid Expenses actually incurred by the Indemnitee in defense of such action (including costs and expenses incurred with respect to the Indemnitee's counterclaims and cross-claims made in such action), and shall be entitled to the advancement of Expenses with respect to such action in accordance with the procedures set forth in Section 2(a).

14. Notice. All notices and other communications required or permitted hereunder shall be in writing, shall be deemed to have been duly given when delivered in person or upon receipt of confirmation of error-free transmission when transmitted by email or on the next business day if transmitted by international overnight courier (fees prepaid), and shall be addressed at the addresses as set forth beneath the parties' signatures to this Agreement, or at such other address as such party may designate by ten (10) days' advance written notice to the other parties hereto.

15. Severability. The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction or an arbitral tribunal to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitations, each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

16. Choice of Law. This Agreement shall be governed by and its provisions construed and enforced in accordance with the laws of Hong Kong, without regard to the conflict of laws principles thereof.

17. Dispute Resolution.

(a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the interpretation, breach, termination or validity hereof, shall be resolved through consultation. Such consultation shall begin immediately after one party hereto has delivered to the other party hereto a written request for such consultation. If within thirty (30) days following the date on which such notice is given the dispute cannot be resolved, the dispute shall be submitted to arbitration upon the request of any party with notice to the other.

(b) The arbitration shall be conducted in Hong Kong Special Administrative Region of the People's Republic of China under the auspices of the Hong Kong International Arbitration Centre (the "Centre"). There shall be three arbitrators. The Indemnitee shall appoint one member of the arbitral tribunal and the Company shall appoint one member of the arbitral tribunal. The appointment of the third arbitrator shall be jointly agreed by the first two members of the arbitral tribunal. If they fail to reach such an agreement, the Centre shall appoint the third arbitrator.

(c) The arbitration proceedings shall be conducted in English. The arbitral tribunal shall apply the Hong Kong International Arbitration Centre Administered Arbitration Rules in force at the time of the arbitration.

(d) In the course of arbitration, the parties shall continue to implement the terms of this Agreement except (as between the disputing parties) for the matters under arbitration.

(e) The award of the arbitral tribunal shall be final and binding upon the disputing parties, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

(f) Any party shall be entitled to seek preliminary injunctive relief from any court of competent jurisdiction pending the constitution of the arbitral tribunal.

18. Subrogation. In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the applicable Indemnitee who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Company to effectively bring suit to enforce such rights.

19. Amendment and Termination. Except as provided in Section 21, no amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in writing signed by the parties to be bound thereby. Notice of same shall be provided to all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

20. No Construction as Employment Agreement. Nothing contained in this Agreement shall be construed as giving the Indemnitee any right to be retained in the employment or service of the Company or any of its subsidiaries.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, written and oral, between the parties with respect to the subject matter of this Agreement; provided, however, that this Agreement is a supplement to and in furtherance of the constitutional documents of the Company and any other applicable law, and shall not be deemed a substitute therefor, and does not diminish or abrogate any rights of Indemnitee thereunder. Without limiting the generality of the foregoing, to the extent that there was an existing indemnification agreement or other similar agreement, understanding or negotiation, written and oral, between the Indemnitee and RISE Education Cayman Ltd prior to the Closing, such agreement, understanding or negotiation shall automatically terminate upon the effectiveness of this Agreement.

22. Other Indemnitors. The Company hereby acknowledges that the Indemnitee may have certain rights to indemnification, advancement of expenses and/or insurance provided by other indemnitors (collectively, the "Other Indemnitors"). The Company hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to the Indemnitee are primary and any obligation of the Other Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by Indemnitee are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by the Indemnitee and shall be liable for the full amount of all Expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement, the constitutional documents of the Company and any other agreement between the Company and the Indemnitee, without regard to any rights the Indemnitee may have against the Other Indemnitors, and (iii) that it irrevocably waives, relinquishes and releases the Other Indemnitors from any and all claims against the Other Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Other Indemnitors on behalf of the Indemnitee with respect to any claim for which the Indemnitee have sought indemnification from the Company shall affect the foregoing and the Other Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Indemnitee against the Company. The Company and the Indemnitee agree that the Other Indemnitors are express third party beneficiaries of the terms of this Section 22.

[*The remainder of this page is intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

NaaS Technology, Inc.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

Indemnitee:

_____

Name:
Address:

Exhibit 4.11

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of _____, 2022 by and between NaaS Technology Inc., an exempted company incorporated and existing under the laws of the Cayman Islands (the "Company") and _____ (Passport/ID Card No. _____) (the "Executive").

RECITALS

WHEREAS, the Company desires to employ the Executive and to assure itself of the services of the Executive during the term of Employment (as defined below) and under the terms and conditions of the Agreement;

WHEREAS, the Executive desires to be employed by the Company during the term of Employment and under the terms and conditions of the Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the Company and the Executive agree as follows:

1. **EMPLOYMENT**

The Company hereby agrees to employ the Executive and the Executive hereby accepts such employment, on the terms and conditions hereinafter set forth (the "Employment").

2. **TERM**

Subject to the terms and conditions of the Agreement, the initial term of the Employment shall be _____ years, commencing on _____, 2022 (the "Effective Date") and ending on _____, _____ (the "Initial Term"), unless terminated earlier pursuant to the terms of the Agreement. Upon expiration of the Initial Term of the Employment, the Employment shall be automatically extended for successive periods of _____ months each (each, an "Extension Period") unless either party shall have given 60 days advance written notice to the other party, in the manner set forth in Section 19 below, prior to the end of the Initial Term or the Extension Period in question, as applicable, that the term of this Agreement that is in effect at the time such written notice is given is not to be extended or further extended, as the case may be (the period during which this Agreement is effective being referred to hereafter as the "Term").

3. **POSITION AND DUTIES**

(a) During the Term, the Executive shall serve as the _____ of the Company or in such other position or positions with a level of duties and responsibilities consistent with the foregoing with the Company and/or its subsidiaries and affiliates as the Board of Directors of the Company (the "Board") may specify from time to time and shall have the duties, responsibilities and obligations customarily assigned to individuals serving in the position or positions in which the Executive serves hereunder and as assigned by the Board, or with the Board's authorization, by the Company's Chief Executive Officer.

(b) The Executive agrees to serve without additional compensation, if elected or appointed thereto, as a director of the Company or any subsidiaries or affiliated entity of the Company (collectively, the "Group") and as a member of any committees of the board of directors of any such entity, provided that the Executive is indemnified for serving in any and all such capacities on a basis no less favorable than is currently provided to any other director of any member of the Group.

(c) The Executive agrees to devote all of his/her working time and efforts to the performance of his/her duties for the Company and to faithfully and diligently serve the Company in accordance with the Agreement and the guidelines, policies and procedures of the Company approved from time to time by the Board.

4. **NO BREACH OF CONTRACT**

The Executive hereby represents to the Company that: (i) the execution and delivery of the Agreement by the Executive and the performance by the Executive of the Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any other agreement or policy to which the Executive is a party or by which the Executive is otherwise bound, except that the Executive does not make any representation with respect to agreements required to be entered into by and between the Executive and any member of the Group pursuant to the applicable law of the jurisdiction in which the Executive is based, if any; (ii) that the Executive is not in possession of any information (including, without limitation, confidential information and trade secrets) the knowledge of which would prevent the Executive from freely entering into the Agreement and carrying out his/her duties hereunder; and (iii) that the Executive is not bound by any confidentiality, trade secret or similar agreement with any person or entity other than any member of the Group.

5. **LOCATION**

The Executive will be based in _____, China or any other location as requested by the Company during the Term.

6. **COMPENSATION AND BENEFITS**

(a) Cash Compensation. As compensation for the performance by the Executive of his/her obligations hereunder, during the Term, the Company shall pay the Executive cash compensation (inclusive of the statutory benefit contributions that the Company is required to set aside for the Executive under applicable law) pursuant to Schedule A hereto, subject to annual review and adjustment by the Board or any committee designated by the Board.

(b) Equity Incentives. During the Term, the Executive shall be eligible to participate, at a level comparable to similarly situated executives of the Company, in such long-term compensation arrangements as may be authorized from time to time by the Board, including any share incentive plan the Company may adopt from time to time in its sole discretion.

(c) Benefits. During the Term, the Executive shall be entitled to participate in all of the employee benefit plans and arrangements made available by the Company to its similarly situated executives, including, but not limited to, any retirement plan, medical insurance plan and travel/holiday policy, subject to and on a basis consistent with the terms, conditions and overall administration of such plans and arrangements.

7. **TERMINATION OF THE AGREEMENT**

The Employment may be terminated as follows:

(a) Death. The Employment shall terminate upon the Executive's death.

(b) Disability. The Employment shall terminate if the Executive has a disability, including any physical or mental impairment which, as reasonably determined by the Board, renders the Executive unable to perform the essential functions of his/her position at the Company, even with reasonable accommodation that does not impose an undue burden on the Company, for more than 180 days in any 12-month period, unless a longer period is required by applicable law, in which case that longer period shall apply.

(c) Cause. The Company may terminate the Executive's employment hereunder for Cause. The occurrence of any of the following, as reasonably determined by the Company, shall be a reason for Cause, provided that, if the Company determines that the circumstances constituting Cause are curable, then such circumstances shall not constitute Cause unless and until the Executive has been informed by the Company of the existence of Cause and given an opportunity of ten business days to cure, and such Cause remains uncured at the end of such ten-day period:

(1) continued failure by the Executive to satisfactorily perform his/her duties;

(2) willful misconduct or gross negligence by the Executive in the performance of his/her duties hereunder, including insubordination;

(3) the Executive's conviction or entry of a guilty or *nolo contendere* plea of any felony or any misdemeanor involving moral turpitude;

(4) the Executive's commission of any act involving dishonesty that results in material financial, reputational or other harm, monetary or otherwise, to any member of the Group, including but not limited to an act constituting misappropriation or embezzlement of the property of any member of the Group as determined in good faith by the Board; or

(5) any material breach by the Executive of this Agreement.

(d) Good Reason. The Executive may terminate his/her employment hereunder for "Good Reason" upon the occurrence, without the written consent of the Company, of an event constituting a material breach of this Agreement by the Company that has not been fully cured within ten business days after written notice thereof has been given by the Executive to the Company setting forth in sufficient detail the conduct or activities the Executive believes constitute grounds for Good Reason, including but not limited to:

(1) the failure by the Company to pay to the Executive any portion of the Executive's current compensation or to pay to the Executive any portion of an installment of deferred compensation under any deferred compensation program of the Company, within 20 business days of the date such compensation is due; or

(2) any material breach by the Company of this Agreement.

(e) Without Cause by the Company; Without Good Reason by the Executive. The Company may terminate the Executive's employment hereunder at any time without Cause upon 60-day prior written notice to the Executive. The Executive may terminate the Executive's employment voluntarily for any reason or no reason at any time by giving 60-day prior written notice to the Company.

(f) Notice of Termination. Any termination of the Executive's employment under the Agreement shall be communicated by written notice of termination ("Notice of Termination") from the terminating party to the other party. The notice of termination shall indicate the specific provision(s) of the Agreement relied upon in effecting the termination.

(g) Date of Termination. The "Date of Termination" shall mean (1) the date set forth in the Notice of Termination, or (2) if the Executive's employment is terminated by the Executive's death, the date of his/her death.

(h) Compensation upon Termination.

(1) Death. If the Executive's employment is terminated by reason of the Executive's death, the Company shall have no further obligations to the Executive under this Agreement and the Executive's benefits shall be determined under the Company's retirement, insurance and other benefit and compensation plans or programs then in effect in accordance with the terms of such plans and programs.

(2) By Company without Cause or by the Executive for Good Reason. If the Executive's employment is terminated by the Company other than for Cause or by the Executive for Good Reason, the Company shall (A) continue to pay and otherwise provide to the Executive, during any notice period, all compensation, base salary and previously earned but unpaid incentive compensation, if any, and shall continue to allow the Executive to participate in any benefit plans in accordance with the terms of such plans during such notice period; and (B) pay to the Executive, in lieu of benefits under any severance plan or policy of the Company, any such amount as may be agreed between the Company and the Executive.

(3) By Company for Cause or by the Executive other than for Good Reason. If the Executive's employment shall be terminated by the Company for Cause or by the Executive other than for Good Reason, the Company shall pay the Executive his/her base salary at the rate in effect at the time Notice of Termination is given through the Date of Termination, and the Company shall have no additional obligations to the Executive under this Agreement.

(i) Return of Company Property. The Executive agrees that following the termination of the Executive's employment for any reason, or at any time prior to the Executive's termination upon the request of the Company, he/she shall return all property of the Group that is then in or thereafter comes into his/her possession, including, but not limited to, any Confidential Information (as defined below) or Intellectual Property (as defined below), or any other documents, contracts, agreements, plans, photographs, projections, books, notes, records, electronically stored data, and all copies, excerpts, or summaries of the foregoing, as well as any automobile or other materials or equipment supplied by the Group to the Executive, if any.

(j) Requirement for a Release. Notwithstanding the foregoing, the Company's obligations to pay or provide any benefits shall (1) cease as of the date the Executive breaches any of the provisions of Sections 8, 9, and 11 hereof, and (2) be conditioned on the Executive signing the Company's customary release of claims in favor of the Group and the expiration of any revocation period provided for in such release.

8. **CONFIDENTIALITY AND NONDISCLOSURE**

(a) Confidentiality and Non-Disclosure.

(1) The Executive acknowledges and agrees that: (A) the Executive holds a position of trust and confidence with the Company and that his/her employment by the Company will require that the Executive have access to and knowledge of valuable and sensitive information, material, and devices relating to the Company and/or its business, activities, products, services, customers, and vendors, including, but not limited to, the following, regardless of the form in which the same is accessed, maintained or stored: the identity of the Company's actual and prospective customers and, as applicable, their representatives; prior, current or future research or development activities of the Company; the products and services provided or offered by the Company to customers or potential customers and the manner in which such services are performed or to be performed; the product and/or service needs of actual or prospective customers; pricing and cost information; information concerning the development, engineering, design, specifications, acquisition or disposition of products, and/or services of the Company; user base personal data, programs, software and source codes, licensing information, personnel information, advertising client information, vendor information, marketing plans and techniques, forecasts, and other trade secrets ("Confidential Information"); and (B) the direct and indirect disclosure of any such Confidential Information would place the Company at a competitive disadvantage and would do damage, monetary or otherwise, to the Company's business.

(2) During the Term and at all times thereafter, the Executive shall not, directly or indirectly, whether individually, as a director, stockholder, owner, partner, employee, consultant, principal or agent of any business, or in any other capacity, publish or make known, disclose, furnish, reproduce, make available, or utilize any of the Confidential Information without the prior express written approval of the Company, other than in the proper performance of the duties contemplated herein, unless and until such Confidential Information is or shall become general public knowledge through no fault of the Executive.

(3) In the event that the Executive is required by law to disclose any Confidential Information, the Executive agrees to give the Company prompt advance written notice thereof and to provide the Company with reasonable assistance in obtaining an order to protect the Confidential Information from public disclosure.

(4) The failure to mark any Confidential Information as confidential shall not affect its status as Confidential Information under this Agreement.

(c) Third Party Information in the Executive's Possession. The Executive agrees that he/she shall not, during the Term, (1) improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity with which the Executive has an agreement or duty to keep in confidence information acquired by Executive, if any, or (2) bring into the premises of Company any document or confidential or proprietary information belonging to such former employer, person or entity unless consented to in writing by such former employer, person or entity. The Executive will indemnify the Company and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys' fees and costs of litigation, arising out of or in connection with any violation of the foregoing.

(d) Third Party Information in the Company's Possession. The Executive recognizes that the Company may have received, and in the future may receive, from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Executive agrees that the Executive owes the Company and such third parties, during the Term and thereafter, a duty to hold all such confidential or proprietary information in strict confidence and not to disclose such information to any person or firm, or otherwise use such information, in a manner inconsistent with the limited purposes permitted by the Company's agreement with such third party.

This Section 8 shall survive the termination of the Agreement for any reason. In the event the Executive breaches this Section 8, the Company shall have right to seek remedies permissible under applicable law.

9. **INTELLECTUAL PROPERTY**

(a) Prior Inventions. The Executive has attached hereto, as Schedule B, a list describing all inventions, ideas, improvements, designs and discoveries, whether or not patentable and whether or not reduced to practice, original works of authorship and trade secrets made or conceived by or belonging to the Executive (whether made solely by the Executive or jointly with others) that (1) were developed by Executive prior to the Executive's employment by the Company (collectively, "Prior Inventions"), (2) relate to the Company' actual or proposed business, products or research and development, and (3) are not assigned to the Company hereunder; or, if no such list is attached, the Executive represents that there are no such Prior Inventions. Except to the extent set forth in Schedule B, the Executive hereby acknowledges that, if in the course of his/her service for the Company, the Executive incorporates into a Company product, process or machine a Prior Invention owned by the Executive or in which he/she has an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide right and license (which may be freely transferred by the Company to any other person or entity) to make, have made, modify, use, sell, sublicense and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

(b) Assignment of Intellectual Property. The Executive hereby assigns to the Company or its designees, without further consideration and free and clear of any lien or encumbrance, the Executive's entire right, title, and interest (within the United States and all foreign jurisdictions) to any and all inventions, discoveries, improvements, developments, works of authorship, concepts, ideas, plans, specifications, software, formulas, databases, designees, processes and contributions to Confidential Information created, conceived, developed or reduced to practice by the Executive (alone or with others) during the Term which (1) are related to the Company's current or anticipated business, activities, products, or services, (2) result from any work performed by Executive for the Company, or (3) are created, conceived, developed or reduced to practice with the use of Company property, including any and all Intellectual Property Rights (as defined below) therein ("Work Product"). Any Work Product which falls within the definition of "work made for hire," as such term is defined in the U.S. Copyright Act, shall be considered a "work made for hire," the copyright in which vests initially and exclusively in the Company. The Executive waives any rights to be attributed as the author of any Work Product and any "droit morale" (moral rights) in Work Product. The Executive agrees to immediately disclose to the Company all Work Product. For purposes of this Agreement, "Intellectual Property" shall mean any patent, copyright, trademark or service mark, trade secret, or any other proprietary rights protection legally available.

(c) Patent and Copyright Registration. The Executive agrees to execute and deliver any instruments or documents and to do all other things reasonably requested by the Company in order to more fully vest the Company with all ownership rights in the Work Product. If any Work Product is deemed by the Company to be patentable or otherwise registrable, the Executive shall assist the Company (at the Company's expense) in obtaining letters of patent or other applicable registration therein and shall execute all documents and do all things, including testifying (at the Company's expense) as necessary or appropriate to apply for, prosecute, obtain, or enforce any Intellectual Property right relating to any Work Product. Should the Company be unable to secure the Executive's signature on any document deemed necessary to accomplish the foregoing, whether due to the Executive's disability or other reason, the Executive hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as the Executive's agent and attorney-in-fact to act for and on the Executive's behalf and stead to take any of the actions required of Executive under the previous sentence, with the same effect as if executed and delivered by the Executive, such appointment being coupled with an interest.

This Section 9 shall survive the termination of the Agreement for any reason. In the event the Executive breaches this Section 9, the Company shall have right to seek remedies permissible under applicable law.

10. CONFLICTING EMPLOYMENT

The Executive hereby agrees that, during the Term, he/she will not engage in any other employment, occupation, consulting or other business activity related to the business in which the Company is now involved or becomes involved during the Term, nor will the Executive engage in any other activities that conflict with his/her obligations to the Company without the prior written consent of the Company.

11. NON-COMPETITION AND NON-SOLICITATION

(a) Non-Competition. In consideration of the compensation provided to the Executive by the Company hereunder, the adequacy of which is hereby acknowledged by the parties hereto, the Executive agree that during the Term and for a period of _____ year(s) following the termination of the Employment for whatever reason, the Executive shall not engage in Competition (as defined below) with the Group. For purposes of this Agreement, "Competition" by the Executive shall mean the Executive's engaging in, or otherwise directly or indirectly being employed by or acting as a consultant or lender to, or being a director, officer, employee, principal, agent, stockholder, member, owner or partner of, or permitting the Executive's name to be used in connection with the activities of, any other business or organization which competes, directly or indirectly, with the Group in the Business; provided, however, it shall not be a violation of this Section 11(a) for the Executive to become the registered or beneficial owner of up to five percent (5%) of any class of the capital stock of a publicly traded corporation in Competition with the Group, provided that the Executive does not otherwise participate in the business of such corporation.

For purposes of this Agreement, "Business" means the operation of electric vehicle charging services and any other business which the Group engages in, or is preparing to become engaged in, during the Term.

(b) Non-Solicitation; Non-Interference. During the Term and for a period of one year following the termination of the Executive's employment for any reason, the Executive agrees that he/she will not, directly or indirectly, for the Executive's benefit or for the benefit of any other person or entity, do any of the following:

(1) solicit from any customer doing business with the Group during the Term business of the same or of a similar nature to the Business;

(2) solicit from any known potential customer of the Group business of the same or of a similar nature to that which has been the subject of a known written or oral bid, offer or proposal by the Group, or of substantial preparation with a view to making such a bid, proposal or offer;

(3) solicit the employment or services of, or hire or engage, any person who is known to be employed or engaged by the Group; or

(4) otherwise interfere with the business or accounts of the Group, including, but not limited to, with respect to any relationship or agreement between the Group and any vendor or supplier.

(c) Injunctive Relief; Indemnity of Company. The Executive agrees that any breach or threatened breach of subsections (a) and (b) of this Section 11 would result in irreparable injury and damage to the Company for which an award of money to the Company would not be an adequate remedy. The Executive therefore also agrees that in the event of said breach or any reasonable threat of breach, the Company shall be entitled to seek an immediate injunction and restraining order to prevent such breach and/or threatened breach and/or continued breach by the Executive and/or any and all persons and/or entities acting for and/or with the Executive. The terms of this paragraph shall not prevent the Company from pursuing any other available remedies for any breach or threatened breach hereof, including, but not limited to, remedies available under this Agreement and the recovery of damages. The Executive and the Company further agree that the provisions of this Section 11 are reasonable. The Executive agrees to indemnify and hold harmless the Company from and against all reasonable expenses (including reasonable fees and disbursements of counsel) which may be incurred by the Company in connection with, or arising out of, any violation of this Agreement by the Executive. This Section 11 shall survive the termination of the Agreement for any reason.

12. WITHHOLDING TAXES

Notwithstanding anything else herein to the contrary, the Company may withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to the Agreement such national, state, provincial, local or any other income, employment, or other taxes as may be required to be withheld pursuant to any applicable law or regulation.

13. ASSIGNMENT

The Agreement is personal in its nature and neither of the parties hereto shall, without the consent of the other, assign or transfer the Agreement or any rights or obligations hereunder; provided, however, that the Company may assign or transfer the Agreement or any rights or obligations hereunder to any member of the Group without such consent. If the Executive should die while any amounts would still be payable to the Executive hereunder if the Executive had continued to live, all such amounts unless otherwise provided herein shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or other designee or, if there be no such designee, to the Executive's estate. The Company will require any and all successors (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if the Company had terminated the Executive's employment other than for Cause, except that for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination. As used in this Section 13, "Company" shall mean the Company as herein before defined and any successor to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Section 13 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

14. SEVERABILITY

If any provision of the Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of the Agreement are declared to be severable.

15. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement and understanding between the Executive and the Company regarding the terms of the Employment and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The Executive acknowledges that he/she has not entered into the Agreement in reliance upon any representation, warranty or undertaking which is not set forth in the Agreement.

16. GOVERNING LAW

The Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands.

17. AMENDMENT

The Agreement may not be amended, modified or changed (in whole or in part), except by a formal, definitive written agreement expressly referring to the Agreement, which agreement is executed by both of the parties hereto.

18. WAIVER

Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

19. NOTICES

All notices, requests, demands, and other communications required or permitted under the Agreement shall be in writing and shall be deemed to have been duly given and made if (i) delivered by hand, (ii) otherwise delivered against receipt therefor, (iii) sent by a recognized courier with next-day or second-day delivery to the last known address of the other party; or (iv) sent by e-mail with confirmation of receipt.

20. COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. The Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

21. NO INTERPRETATION AGAINST DRAFTER

Each party recognizes that the Agreement is a legally binding contract and acknowledges that such party has had the opportunity to consult with legal counsel of choice. In any construction of the terms of the Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

[Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, the Agreement has been executed as of the date first written above.

COMPANY:

NaaS Technology Inc.
a Cayman Islands exempted company

By: _____
Name:
Title:

EXECUTIVE:

_____
Name:
Address:

Schedule A

Cash Compensation

	Amount	**Pay Period**
Base Salary		
Cash Bonus		

Schedule B

List of Prior Inventions

Title	Date	Identifying Number or Brief Description

_____ No inventions or improvements

_____ Additional Sheets Attached

Signature of Executive: _____

Print Name of Executive: _____

Date: _____

THE SYMBOL "[Redacted]" DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL, AND (II) IS THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL

Investment Agreement

This Investment Agreement (this "**Agreement**") is made on December 31, 2021 (the "**Date of Signing**") by and between:

A. **Newlinks Technology Limited**, a limited liability company duly established and validly existing under the laws of the Cayman Islands ("**Party A**");

B. **Dada Auto Inc.**, a limited liability company duly established and validly existing under the laws of the Cayman Islands ("**Party B**");

Party A and Party B are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

Recital

WHEREAS,

1) Party A and its controlled affiliates (collectively, "**Newlinks Group**", which, for the purpose of this Agreement, excludes Party B and its controlling entities) are comprehensive internet platforms mainly supplying Al, SaaS and other products and services to help the players in energy retail sectors such as gas stations to participate in the digital transformation to reduce costs and increase efficiency. Party B and its controlled affiliates (collectively, "**NaaS**") are mainly engaged in the business negotiation services and related value-added services for new energy vehicle charging facility operators to access the Kuaidian platforms.

2) As at the Date of Signing, Party A holds 500 ordinary shares of Party B, accounting for 100% shares of Party B;

3) As at the Date of Signing, Newlinks Group has provided a total of RMB [Redacted] million to NaaS to support its daily operation;

4) Party B plans to split its shares at the ratio of 1:10 in the near future and issue new shares to Party A.

NOW THEREFORE, following the principle of equality and mutual benefit and through friendly negotiation, both Parties agree on investment related matters as follows.

Chapter 1 Investment

1.1 Issuance of Shares

Both Parties acknowledge that within one month after the Date of Signing, Party B shall split its shares at the ratio of 1:10, and issue 49,9995,000 ordinary shares ("**Newly Issued Shares**") to Party A, so that Party A holds 50,000,000 ordinary shares of Party B. After the issuance of shares, Party B's shareholding structure is shown in the table below.

Shareholder	Number of shares held	Shareholding ratio
Newlinks Technology Limited	50,000,000	100.00%
Total	50,000,000	**100.00%**

1.2 Payment of Investment Amount

Both Parties acknowledge that the total amount of funds that Newlinks Group has provided to NaaS is RMB [Redacted] million ("**Investment Amount**"), which shall be regarded as the consideration for the Newly Issued Shares issued by Party B to Party A. Except for that, Newlinks Group does not need to pay any other consideration for the Newly Issued Shares. After Party A obtains the Newly Issued Shares, Newlinks Group shall have no right to require NaaS to return such Investment Amount.

For the avoidance of doubt, both Parties acknowledge that the Investment Amount is not actually the loan provided by Newlinks Group to NaaS. After Party A obtains the Newly Issued Shares, Newlinks Group will no longer have any creditor's rights against NaaS with respect to the Investment Amount.

Notwithstanding the foregoing, if, for tax planning or other considerations, Party A actually pays any other amount to Party B overseas after the signing of this Agreement as the consideration for the Newly Issued Shares ("**Additional Investment Amount**"), Party B shall pay the Additional Investment Amount to its subsidiary established in China as soon as possible, and shall cause such subsidiary to immediately return the Additional Investment Amount to the entity designated by Party A.

Chapter 2 Representations and Warranties

Each Party represents and warrants to the other Party that:

1) It is an entity duly incorporated or registered and validly existing under the applicable laws of the place of its incorporation or registration. It has the capacity for civil rights and civil conduct to execute this Agreement and perform its obligations hereunder.

2) It has effectively executed this Agreement and obtained all necessary authorizations, licenses and approvals for its execution, delivery and performance of this Agreement, and its exercise of its rights and fulfillment of its obligations hereunder. Its obligations and liabilities hereunder are legal, valid and enforceable.

3) Its execution, delivery and performance of this Agreement and its exercise of its rights and fulfillment of its obligations hereunder will not violate any laws and regulations applicable to it, its assets or business, or violate its articles of association or other organizational documents (if applicable), or violate any court judgment, ruling, arbitral award, administrative decision or order binding upon or applicable to it.

Chapter 3 Breach

3.1 Breach and Early Termination

(a) Either Party (the "**Breaching Party**") who fails to perform its obligations hereunder shall constitute a breach of this Agreement ("**Breach**");

(b) In case of serious Breach by the Breaching Party, the non-breaching Party (the "**Non-breaching Party**") shall have the right to notify the Breaching Party in writing of its Breach, and the Breaching Party shall remedy its Breach within thirty (30) days from the date of the notice. If the Breaching Party fails to remedy the Breach at the expiration of such thirty (30) days, the Non-breaching Party shall have the right to terminate this Agreement. If either Party has already made it clear (orally, in writing or by act) before the expiration of the term hereof that it will not perform its major obligations hereunder, or the Breach of the Breaching Party (including a Breach caused by force majeure) has made both Parties unable to achieve the basic purpose of this Agreement, the Non-breaching Party shall have the right to terminate this Agreement.

3.2 Compensation for Breach

The Breaching Party shall compensate the Non-breaching Party for all direct costs, liabilities, or losses incurred due to its Breach.

3.3 Specific Performance

In addition to other rights and remedies hereunder, the Non-breaching Party shall also have the right to require the Breaching Party to specifically and fully perform its obligations hereunder.

Chapter 4 Termination

4.1 Termination

This Agreement shall be terminated under any of the following circumstances: (1) in case either Party goes bankrupt, becomes insolvent, goes into liquidation or dissolution procedures, suspends business or cannot pay off its due debts or cannot exist for other reasons during the cooperation period, the Party shall submit a written explanation to the other Party, and the other Party shall have the right to send a written notice to terminate this Agreement thirty (30) days in advance; (2) both Parties agree to rescind or terminate this Agreement through consultation in writing.

4.2 Effect of Termination

If this Agreement is terminated in accordance with the provisions of this Chapter 4, the rights and obligations hereunder shall be terminated as well, and this Agreement will no longer be binding upon either Party, provided that (1) the provisions of Chapter 3 (Breach), Chapter 4 (Termination), Chapter 5 (Confidentiality) and Chapter 6 (Governing Law and Dispute Resolution) shall survive; and (2) the termination of this Agreement shall not exempt either Party's liability for its Breach hereunder.

Chapter 5 Confidentiality

5.1 Confidential Information

Both Parties acknowledge that this Agreement, the contents of this Agreement and the transactions contemplated hereunder shall be treated as confidential information.

5.2 Confidentiality Obligations

Both Parties agree that they shall, and shall ensure that their affiliates and their respective officers, directors, employees, agents, representatives, accountants and legal advisers to, keep all confidential information received or obtained by them confidential and shall not disclose to any third party or use it.

5.3 Excluded Disclosure

The confidentiality obligations under this Chapter shall not apply to: (i) any information permitted to be disclosed in accordance with the provisions hereof; (ii) any information that is publicly available at the time of disclosure and is not disclosed due to any breach of this Agreement by either Party or its affiliates, or its or its affiliates' officers, employees, agents, representatives, accountants and legal advisers; (iii) any information obtained by either Party from a bona fide third party without confidentiality obligations; or (iv) any information disclosed to the extent mutually agreed by both Parties. In addition, each Party may disclose the said information to its affiliates and its or its affiliates' investors, officers, directors, employees, partners, shareholders, agents, representatives, accountants and legal advisers to the extent necessary for the purpose of performing this Agreement, provided that it shall ensure that such persons undertake the same confidentiality obligations.

Chapter 6 Governing Law and Dispute Resolution

6.1 Governing Law

The conclusion, validity, interpretation and performance of this Agreement and the resolution of any dispute arising therefrom shall be governed by the laws of China.

6.2 Dispute Resolution

(a) Any dispute, controversy or claim arising from or in connection with this Agreement or its Breach, termination or invalidity (collectively, "**Disputes**") shall be resolved by both Parties through friendly negotiation. If such negotiation fails, either Party may submit the dispute to the court with jurisdiction for litigation;

(b) The above provisions of this Article 6.2 shall not prevent the Parties from applying for any pre-litigation preservation or injunctive relief available for any reason, including but not limited to the subsequent application for enforcement of the judgment of the litigation.

Chapter 7 General Provisions

7.1 Fees and Taxes

Any costs, expenses and taxes incurred by each Party for the execution of this Agreement and the performance of the transactions contemplated hereunder shall be borne by each Party respectively in accordance with the applicable laws of China.

7.2 Assignment and Succession

Unless otherwise expressly agreed herein or agreed by both Parties in writing, neither Party shall transfer this Agreement or any of its rights and obligations hereunder for any reason. Notwithstanding the foregoing, each Party may transfer its rights and obligations hereunder to its affiliates without the consent of the other Party, but the transferring Party shall notify the other Party in advance of the transfer and the information of its affiliate to which its rights and obligations are transferred, and such affiliate shall have the qualification and ability to conduct the investment as agreed in Chapter 1 hereof. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

7.3 Severability

If any term or other provision of this Agreement is deemed invalid, illegal or unenforceable in accordance with any laws, regulations or public policies, all other terms and provisions of this Agreement shall remain in full force and effect as long as the economic or legal substance of the transactions contemplated hereunder has not been materially and adversely affected to either Party in any form. When any term or other provision of this Agreement is deemed invalid, illegal or unenforceable, both Parties shall negotiate in good faith to amend this Agreement to realize the original intention of both Parties as close as possible in an acceptable manner, so as to complete the transactions contemplated hereunder as far as possible according to the original plan.

7.4 Entire Agreement

This Agreement contains all understandings and agreements between the Parties with respect to the transactions contemplated hereunder, and shall supersede all written and oral agreements and commitments between the Parties with respect to the transactions contemplated hereunder prior to the Date of Signing.

7.5 Waiver

Either Party may (a) extend the period for the other Party to perform any obligation or take any action, (b) waive the right to hold the other Party accountable for any inaccuracy of the representations and warranties made by it in this Agreement or any other transaction document, or (c) waive the right to request the other Party's compliance with any covenant or condition contained herein. Such extension or waiver shall be effective only after the Party bound has signed a written document expressly stating the extension or waiver. Either Party's waiver of any breach of the terms of this Agreement shall not be deemed or construed as a further waiver or continuing waiver of such breach, or a waiver of any other breach or subsequent breach. Except as otherwise provided herein, either Party's failure to exercise or delay in exercising any right, power or remedy under this Agreement or otherwise available in accordance with laws and regulations shall not be deemed as its waiver of such right, power or remedy, nor such Party's single or partial exercise of such right, power or remedy shall exclude any other or further exercise of such right, power or remedy, or the exercise of any other right, power or remedy.

7.6 Amendment

No modification or amendment to this Agreement shall take effect unless it is made and signed by both Parties in writing.

7.7 Counterpart

This Agreement is made in two (2) copies, one (1) for each Party respectively, which shall be deemed as an original once signed.

(Followed by Signature Pages.)

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date first above written.

Newlinks Technology Limited

Signature: /s/ DAI Zhen
Name: DAI Zhen
Title: Director

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date first above written.

Dada Auto Inc.

Signature: /s/ WANG Yang
Name: WANG Yang
Title: Director

THE SYMBOL "[Redacted]" DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL, AND (II) IS THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL

Assets Transfer Agreement

On

Kuaidian Platforms

Between

Kuaidian Power (Beijing) New Energy Technology Co., Ltd.

And

Zhejiang Anji Jiayu Big Data Technology Service Co., Ltd

Signed at: Chaoyang, Beijing

Signed on: February 1, 2022

Party A (Transferor): Kuaidian Power (Beijing) New Energy Technology Co., Ltd.

Legal representative: Zheng Linyi

Address: Room 202, 2/F, Block G, Building 7, Yard 1, Yaojiayuan South Road, Chaoyang District, Beijing

Party B (Transferee): Zhejiang Anji Jiayu Big Data Technology Service Co., Ltd

Legal Representative: Yang Tianyue

Address: 205, Building 8, Lingfeng Street Resort Management Committee, Fuyu South Road, Lingfeng Street, Anji County, Huzhou City, Zhejiang Province (self declaration)

WHEREAS:

(A) Party A owns the Transferred Fixed Assets (as defined below); and

(B) Party A agrees to sell to Party B, and Party B agrees to acquire from Party A, the Transferred Fixed Assets according to the terms and conditions hereof.

NOW THEREFORE, both Parties, through friendly negotiation, agree on the transfer of the said fixed assets as follows.

1. Definition

Unless otherwise defined in the terms or context of this Agreement, the following terms shall have the meanings as follows.

1.1 **Kuaidian Platforms**: refer to an APP program independently developed by Party A for mobile internet charging service (i.e., Kuaidian APP) and other online applications.

1.2 **Users**: refer to the natural persons registered on the Kuaidian Platforms, including the users merely registered and the users who have transactions on the platform, etc.

1.3 **Operator**: refers to the new energy vehicle charging facilities operator who has reached an interconnection cooperation with Party A, and such operator can provide charging services to Users with new energy charging needs through the Kuaidian Platforms.

1.4 **Commercial Contracts**: refer to the cooperation agreements signed by Party A with other companies and institutions to ensure the normal operation of the Kuaidian Platforms, such as the interconnection cooperation agreement signed with the Operator, the payment cooperation agreement signed with third-Party payment institutions, etc.

1.5 **Transferred Fixed Assets**: refer to the Kuaidian Platforms and all technical and commercial information and records related to the Kuaidian Platforms, including but not limited to the following assets. For details, see Article 3 hereof "Details of Asset Transfer".

1.5.1 All past transaction data, including but not limited to the list of validated User, information and materials of Users (including those provided by validated Users and those obtained by Party A), past transaction records, and other information and data of Users;

1.5.2 Relevant systems serving the charge poles operator and the transaction data recorded in the systems;

1.5.3 Commercial Contracts;

1.5.4 For all of the above cases, no matter in what form or medium the information or record is contained or recorded.

1.6 **Closing Date**: refers to the date when the Transferred Fixed Assets hereof are transferred by Party A to Party B. As of the Closing Date, Party B has the ownership of the Transferred Fixed Assets and has the right to dispose of them at its own discretion.

2. Outline of the Transfer

2.1 Background

With the continuous improvement of the *National Security Law*, the *Network Security Law*, the *Data Security Law*, the *Network Security Review Measures* and other relevant laws, data compliance plays a crucial role in a company's business compliance, sustainable operation and capital market operation. In order to strengthen the compliance with respect to network security, data security and personal information protection, reduce the possibility of endangering national security, and ensure that Party A's capital market operation in the future will not endanger national security, both Parties concluded a *Restructuring Agreement* on [], under which Party A will complete the data stripping from the aspects of equity structure and business adjustment. Specifically, for the business adjustment, Party A will transfer to Party B the Transferred Fixed Assets such as relevant businesses operated based on Kuaidian App and other online applications (collectively, "**Kuaidian Platforms**") and data (including the Users' personal information collected and held based on the Kuaidian Platforms and charging pile data that may be considered as important data).

2.2 Transfer Intention

Party A has held a shareholders' meeting at the workplace of Building 7, Yard 1, Yaojiayuan South Road, Chaoyang District, Beijing and formed a resolution ("**Resolution of the Shareholders' Meeting**") on the transfer of the Transferred Fixed Assets such as the Kuaidian Platforms and relevant businesses and data.

After conducting due diligence on Party A's Transferred Fixed Assets, Party B agrees to acquire such Transferred Fixed Assets so transferred by Party A within the scope agreed herein.

3. Details of the Transferred Fixed Assets

The assets to be transferred by Party A to Party B are as follows:

3.1 Kuaidian App, including but not limited to the Kuaidian App itself and all source codes, databases, documents, technical data, graphics, pictures, images and other data and information in various forms, formats and media.

3.2 Kuaidian applet, including WeChat applet, Alipay applet and Kuaidian EE applet.

3.3 Social media accounts, including WeChat official account and Tiktok account opened in the name of Party A, subject to the final confirmation of both Parties.

3.4 All business data of the Kuaidian Platforms as of the Closing Date, including but not limited to member Users' purchase records, Users' activity participation records, etc.

3.5 Kuaidian merchant system, including but not limited to all source codes, databases, documents, technical data, graphics, pictures, images and other data and information in various forms, formats and media.

3.6 All business data of the Kuaidian merchant system as of the Closing Date, including but not limited to the list of operators, operators' system docking technical documents, and all the charging pile data collected by the Kuaidian merchant system as of the Closing Date.

4. Transfer Process and Schedule

In view of the large amount of the Transferred Fixed Assets, both Parties need to carry out assets docking, system online implementing / commissioning and other works several times, so both Parties agree to form a special project team for unified deployment and implementation.

4.1 Both Parties jointly designated Zhang Youxing (title: CTO; contact information: [Redacted]) as the general person in charge of the project and to be responsible for the overall implementation, follow-up and supervision of the asset transfer, and handling the problems arising from the asset transfer. The general person in charge may designate the persons in charge of each itemized work in the asset transfer, and give guidance on relevant matters to ensure that the asset transfer is completed on time and as scheduled.

4.2 The asset transfer shall commence in February 2022 and complete no later than June 2022. In case the period of asset transfer needs to be postponed due to the occurrence of any unforeseen and uncontrollable event, or an itemized work needs to be adjusted or changed during the process of asset transfer, both Parties shall conclude a supplementary agreement separately.

4.3 Specific schedule of asset transfer:

4.3.1 Stage I: Counting of the Transferred Fixed Assets

The project team shall organize the personnel of both Parties to count the transferred assets.

4.3.2 Stage II: Delivery of the Transferred Fixed Assets

1) After both Parties complete the counting in Stage I, the project team shall, within 3 working days, organize the personnel of both Parties to jointly effect the transfer and handle the handover procedures according to the transfer list, hand over all source codes, documents, technical materials, etc. related to the Kuaidian App and merchant management system, and assist Party B in online operation test, transfer all business data and other business materials and information. When all of the said conditions are satisfied, the transaction of asset transfer can be legally closed on the same day.

4.3.3 Stage III: Subsequent matters

As of the Closing Date, Party B will become the legal owner of the Transferred Fixed Assets and enjoy all the rights and undertake all the obligations related to the Transferred Fixed Assets, while Party A shall no longer enjoy any rights or undertake any obligations and liabilities related to the Transferred Fixed Assets (unless otherwise specified herein). That is, Party B shall perform corresponding obligations in accordance with the Commercial Contracts and the supplementary agreement related to this transfer, and bear all liabilities arising therefrom.

4.4 Even if a successful transfer of the Transferred Fixed Assets, after the closing of the transfer transaction, Party A still needs to assist Party B in handling the disputes or events arising or occurring prior to the Closing Date until the disputes or events are resolved or handled.

4.5 Use and license of trademarks

Party A guarantees that the trademark owner will grant Party B the license to use relevant trademarks free of charge, subject to the *Trademark License Contract* signed between Party B and the trademark owner.

4.6 Arrangement of relevant employees

For the employees who intend to sign a labor contract with Party B, Party A will terminate the labor contracts with them in accordance with the labor contract law, so that such employees can sign the labor contract with Party B.

5. Arrangement for the Transition Period

5.1 The period from the Closing Date to June 2022 shall be the transition period of the Transferred Fixed Assets. During the transition period, Party A shall assist Party B in maintaining the normal operation of the businesses related to the Transferred Fixed Assets.

5.2 During the transition period, Party A undertakes to take all necessary measures to assist Party B in concluding relevant Commercial Contracts with its partners, or concluding relevant tripartite supplementary agreements and new business agreements. Both Parties shall reach an agreement with other parties to the said contracts on matters related to the transfer, so that Party B can obtain all the interests under the said contracts and perform its obligations thereunder from the date of successful transfer.

5.3 Party A shall assist Party B in updating the Users' contracts on the Kuaidian Platforms.

5.4 During the transition period, all expenses and income arising from business operation shall be owned by Party B.

6. Representations and Warranties

6.1 Party A warrants to transfer the Transferred Fixed Assets to Party B on the Closing Date specified herein and complete the works required in the transition period with due diligence.

6.2 As of the date of signing this Agreement until the handover of the Transferred Fixed Assets in accordance with the provisions hereof, Party A represents and warrants to Party B as follows:

6.2.1 Party A has legal, effective and full ownership of the Transferred Fixed Assets, and guarantees that it has not created any creditor's right, mortgage, pledge, recourse or any other security agreement or third-party interest on the Transferred Fixed Assets.

6.2.2 Party A's transfer of its company assets is legal and effective under the laws and regulations and other relevant provisions of China and the articles of association of Party A, and Party A's shareholders' meeting has adopted a resolution unanimously approving the assets transfer.

6.2.3 The documents and materials related to Party A and the Transferred Fixed Assets that Party A submitted to Party B are true, accurate and complete.

6.3 Party B undertakes and warrants that its execution of this Agreement and acquisition of the Transferred Fixed Assets hereunder have been approved and authorized by the management organ of the company, and its execution of this Agreement is a legal and effective act of the company.

7. Confidentiality

Both Parties shall keep confidential the contents of this Agreement and the other Party's trade secrets, technical secrets, Users' resources and other information obtained hereunder, and shall not disclose them to a third party without prior written consent of the other Party. Otherwise, the disclosing Party shall bear all the liabilities with respect thereto. For any confidentiality agreement signed or reached between Party A and the Users prior to the Closing Date, Party B agrees and guarantees to succeed Party A's obligations thereunder to Users.

8. Liability for Breach

Each Party shall exercise its rights and perform its obligations in accordance with this Agreement. Unless otherwise agreed herein, either Party who fails to perform its obligations hereunder or in accordance with the provisions hereof and thus cause loss to the other Party shall compensate the other Party accordingly.

9. Dispute Resolution

9.1 For any dispute arising from or in connection with this Agreement, both Parties shall try their best to settle them amicably.

9.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, including disputes related to the existence, effectiveness, establishment, validity, interpretation, performance or termination of this Agreement, shall be submitted to arbitration for final resolution. The arbitration shall be conducted by the Beijing Arbitration Commission in accordance with its current arbitration rules, which will be incorporated into this Article by reference. The place of arbitration shall be Beijing, China. The number of arbitrators shall be three, all appointed in accordance with the arbitration rules. The arbitration award shall be final and binding upon both Parties.

10. Force Majeure

10.1 In case of an unforeseen or force majeure event as a result of which the Agreement cannot be performed or cannot be fully performed and which is confirmed by both Parties in writing, neither Party shall be held liable for breach of contract.

10.2 The Party suffering force majeure event shall notify the other Party of the event, preliminary loss and preliminary analysis of the cause of the event within one day after the occurrence of the event. After the event is eliminated, both Parties shall actively cooperate with each other to resume the performance of their respective obligations.

11. Miscellaneous

11.1 After the signing of this Agreement, no modification or amendment shall be made to this Agreement unless it is made by both Parties through a written supplement / amendment agreement.

11.2 A Party’s waiver of any provision of this Agreement shall take effect only after such Party signs a written document confirming the waiver. A Party’s failure to exercise or delay in exercising any right, power or remedy hereunder shall not constitute such Party’s waiver of such right, power or remedy, nor a single or partial exercise of any right, power or remedy hereunder shall preclude its further exercise of such right, power or remedy or the exercise of any other right, power or remedy. Without limiting the generality of the foregoing provisions, a Party’s waiver of the other Party’s breach of any provision of this Agreement shall not be deemed as a waiver of any subsequent breach of that provision, nor shall it be deemed as a waiver of a breach of any other provision of this Agreement.

11.3 Each provision of this Agreement shall be deemed to be an independent obligation and shall be enforceable separately, even if any obligation is unenforceable in whole or in part. If any provision of this Agreement is enforceable, such provision shall be deemed to be deleted from this Agreement, and such deletion shall not affect the enforceability of other provisions of this Agreement.

11.4 Any and all taxes and fees (including but not limited to value-added tax) arising from the execution and performance of this Agreement shall be borne by Party A. In case Party B incurs any taxes or fees due to the execution and performance of this Agreement, Party A shall make full compensation.

11.5 This Agreement shall come into force after being sealed by both Parties. This Agreement is made in two (2) copies, with each Party holding one of them.

(End of the Body Text)

(This is the signature page of the *Asset Transfer Agreement* only).

Party A:

Kuaidian Power (Beijing) New Energy Technology Co., Ltd.. (seal)

Signature: /s/ ZHENG Linyi
Name: ZHENG Linyi
Title: Legal Representative

(This is the signature page of the *Asset Transfer Agreement* only).

Party B:

Zhejiang Anji Jiayu Big Data Technology Service Co., Ltd. (seal)

Signature: /s/ YANG Tianyue
Name: YANG Tianyue
Title: Legal Representative

THE SYMBOL "[Redacted]" DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (I)NOT MATERIAL, AND (II)IS THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL

DADA AUTO INC.

SERIES A SHARE PURCHASE AGREEMENT

Date: January 14, 2022

TABLE OF CONTENTS

EXHIBITS

Schedule of Notice

Exhibit A-1	List of Investors
Exhibit A-2	List of PRC Subsidiaries
Exhibit B	List of Key Employees
Exhibit C	Capitalization Table
Exhibit D	Disclosure Schedule
Exhibit E	Amended M&AA
Exhibit F	Shareholders' Agreement
Exhibit G	Onshore Investment Agreements
Exhibit H	Warrants
Exhibit I	Conduct of Group Companies Pre-Closing
Exhibit J	Reorganization Plan

THIS SERIES A SHARE PURCHASE AGREEMENT (the "Agreement") is made and entered into as of January 14, 2022 by and among:

(1) Dada Auto Inc., an exempted company duly incorporated and validly existing under the Laws of the Cayman Islands with its registered address at Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the "Company");

(2) Fleetin HK Limited, a company duly incorporated and validly existing under the Laws of Hong Kong with its registered address at Suite 3101, Everbright Centre 108, Gloucester Road, Wanchai, Hong Kong (the "HK Company");

(3) Zhejiang Anji Intelligent Electronics Holding Co., Ltd. (浙江安吉智电控股有限公司), a limited liability company duly incorporated and validly existing under the Laws of the PRC (the "WFOE");

(4) Each of the Major PRC Subsidiaries listed in Part I of Exhibit A-2;

(5) Kuaidian Power (Beijing) New Energy Technology Co., Ltd. (快电动力（北京）新能源科技有限公司), a limited liability company duly incorporated and validly existing under the Laws of the PRC (the "Domestic Company");

(6) Newlinks Technology Limited, an exempted company duly incorporated and validly existing under the Laws of the Cayman Islands (the "Controlling Shareholder");

(7) DAI Zhen (戴震), a Chinese citizen, ID number [Redacted] (the "Founder"); and

(8) Each of the entities listed in Exhibit A-1 (collectively the "Investors" and each an "Investor").

The Company, the HK Company, the WFOE, the Domestic Company, the Major PRC Subsidiaries, the Controlling Shareholder and the Investors may hereinafter collectively be referred to as the "Parties" and respectively referred to as a "Party".

Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings ascribed to them in Section 1.

RECITALS

A. The Domestic Company, the Investors, and certain other parties thereto shall enter into certain onshore investment agreements (境内投资协议) (the "Onshore Investment Agreements"), in substantially the form attached hereto as Exhibit G, for the funds in a principal amount set forth opposite the name of the Investors in Exhibit A-1 (the "Advanced Investment Funds").

B. Subject to the terms and conditions set forth in this Agreement, the Company desires to issue and sell to the Investors the Warrants (as defined below), pursuant to which 9,495,072 Series A Preferred Shares would be allotted and issued to the Investors upon the exercise of such Warrants, and the Investors intend to subscribe for and purchase such Warrants from the Company.

C. The Parties intend to enter into this Agreement and make the respective representations, warranties, covenants and agreements set forth herein.

1. DEFINITIONS.

1.1 Certain Defined Terms.

For purposes of this Agreement:

"Action" means any notice, charge, claim, action, demand, complaint, petition, investigation, suit or other proceeding, whether administrative, civil or criminal, whether at law or in equity, and whether or not before any mediator, arbitrator or Governmental Authority.

"Additional HK Companies" means the Hong Kong companies that shall have been established by the Company prior to the Closing Date in accordance with the Reorganization Plan and Section 7.11 of this Agreement.

"Additional WFOEs" means the wholly foreign owned enterprises that the relevant Additional HK Companies will establish under the Laws of PRC after the Closing Date in accordance with the Reorganization Plan and Section 6.17 of this Agreement.

"Affiliate" means, (a) with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person; and (b) in the case of an individual, shall include immediate family members of such individual (including his spouse, child, brother, sister, parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, collectively, his "Immediate Family Members"), and trustee of any trust in which such individual or any of his Immediate Family Members is a beneficiary or a discretionary object, or any entity or company Controlled by any of the aforesaid persons. In the case of an Investor, the term "Affiliate" also includes (v) any direct or indirect shareholder of such Investor, (w) any of such shareholder's or such Investor's general partners or limited partners, (x) the fund manager managing or advising such shareholder or such Investor (and general partners, limited partners and officers thereof) and other funds managed or advised by such fund manager, and (y) trusts controlled by or for the benefit of any such Person referred to in (v), (w) or (x), and (z) any fund or holding company formed for investment purposes that is promoted, sponsored, managed, advised or serviced by such Investor. For the avoidance of doubt, the Investors shall not be deemed to be an Affiliate of any Group Company.

"Approval" means any approval, license, permit, authorization, release, order, consent or franchise required to be obtained from, or any registration, qualification, certificate, designation, declaration, filing, notice, statement or other communication required to be filed with or delivered to, any Governmental Authority or any other Person, or any waiver of any of the foregoing.

"Benefit Plan" means any deferred compensation agreement, bonus plan, incentive plan, profit sharing plan, retirement agreement or other employment compensation agreement or any other plan established or maintained by any Group Company (or any predecessor of a Group Company) which provides or provided benefits for any employee of any Group Company or with respect to which contributions are or have been made by any Group Company on account of an employee of any Group Company.

"Business Day" means any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks are required or authorized by Law to be closed in the PRC or the Cayman Islands.

"Business" means the business any Group Company conducts or proposes to conduct from time to time.

"Captive Structure" means the structure under which the WFOE Controls Domestic Company through the Restructuring Documents and the financial statements of Domestic Company will be fully consolidated with those of the Company and the WFOE in accordance with the applicable accounting standards.

"CFC" means a controlled foreign corporation as defined in the Code.

"Charter Documents" means, as to a Person, such Person's certificate of incorporation, formation or registration (including, if relevant, certificates of change of name), memorandum of association, articles of association or incorporation, charter, by-laws, trust deed, trust instrument, joint venture or shareholders' agreement or equivalent documents, and business license, in each case as amended; and means, as to PRC limited liability companies, the business license, articles of association, shareholders' agreement or equivalent documents.

"Circular 37" means the Circular 37, issued by SAFE on July 4, 2014, titled "Circular on Issues concerning Foreign Exchange Administration over the Overseas Investment and Financing and Round-trip Investment by Domestic Residents via Special Purpose Vehicles (关于境内居民通过特殊目的公司境外投融资及返程投资外汇管理有关问题的通知)", effective as of July 4, 2014, and any implementation successor rule or regulation under the PRC Law, and in each case, as amended.

"CICC" means CICC (Changde) Emerging Industry Venture Capital Partnership L.P. (中金（常德）新兴产业创业投资合伙企业（有限合伙）).

"Code" means the Internal Revenue Code of 1986, as amended.

"Contract" means, as to any Person, any contract, agreement, undertaking, understanding, indenture, note, bond, loan, instrument, lease, mortgage, deed of trust, franchise, or license to which such Person is a party or by which such Person or any of its property is bound, whether oral or written.

"Control" of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of more than fifty percent (50%) of the board of directors of such Person; the term "Controlled" and "Controlling" have the meaning correlative to the foregoing.

"Contributed Assets" means the Transferred Assets, the Transferred Contracts, and the Transferred Employees.

"Disclosure Schedule" means the Disclosure Schedule attached to this Agreement as Exhibit D, dated as of the date hereof delivered by the Warrantors to the Investors on the date hereof in connection with this Agreement. Notwithstanding anything to the contrary contained in the Disclosure Schedule or in this Agreement, the information and disclosures contained in any section of the Disclosure Schedule shall be deemed to be disclosed and incorporated by reference in any other section of the Disclosure Schedule as though fully set forth in such other section for which the applicability of such information and disclosure is reasonably apparent on the face of such information or disclosure.

"Domestic Resident" has the meaning set forth in Circular 37 and/or other Law related to Circular 37.

"Equity Securities" means, with respect to a Person, any shares, share capital, registered capital, ownership interest, equity interest, or other securities of such Person, and any option, warrant, or right to subscribe for, acquire or purchase any of the foregoing, or any other security or instrument convertible into or exercisable or exchangeable for any of the foregoing, or any equity appreciation, phantom equity, equity plans or similar rights with respect to such Person, or any Contract of any kind for the purchase or acquisition from such Person of any of the foregoing, either directly or indirectly.

"Fully Diluted Basis" means the calculation is to be made assuming the exercise of all options, warrants or other securities that are convertible, exercisable or exchangeable into Company's shares and the conversion of all outstanding Preferred Shares (or would be outstanding assuming full exercise of all options, warrants or other securities that are convertible, exercisable or exchangeable into Company's Preferred Shares) into Company's Ordinary Shares.

"Governmental Authority" means any nation or government, or any federation, province or state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the PRC, the Cayman Islands, Hong Kong or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

"Governmental Order" means any applicable order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any Governmental Authority.

"Group Companies" means the Company and its Subsidiaries (including the HK Company, the WFOE, the Domestic Company, the PRC Subsidiaries, each Person (except individuals) Controlled by the Company and their respective Subsidiaries from time to time), and "Group Company" means any of them, unless otherwise specified in this Agreement. For the avoidance of doubt, "Group Companies" shall include the Additional WFOEs and the Additional HK Companies (upon their incorporation or establishment under the Laws of applicable jurisdictions).

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"IFRS" means the International Financial Reporting Standards promulgated by the International Accounting Standards Board (IASB) (which includes standards and interpretations approved by the IASB and International Accounting Principles issued under previous constitutions), together with its pronouncements thereon from time to time, and applied on a consistent basis.

"Indemnifiable Loss" means, with respect to any Person, any action, claim, cost, damage, diminution in value, disbursement, expense, liability, loss, obligation, penalty, settlement, or suit of any kind or nature, together with all interest, penalties, and reasonable and documented legal, accounting and other professional fees and expenses incurred in the investigation, collection, prosecution and defense of claims and amounts paid in settlement, that have been actually imposed on or otherwise actually incurred or suffered by such Person, whether directly or indirectly.

"Intellectual Property" means any and all intellectual property, industrial property and proprietary rights in any jurisdiction throughout the world, including: (a) patents, all patent rights and all applications therefor and all reissues, reexaminations, continuations, continuations-in-part, divisions, and patent term extensions thereof, (b) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (c) registered and unregistered copyrights, copyright registrations and applications, author's rights, moral rights, mask works, copyrightable works, and works of authorship (including artwork of any kind and software of all types in whatever medium, inclusive of computer programs, and related documentation), (d) domain names and social media accounts, and any part thereof, (e) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications for parts and devices, quality assurance and control procedures, design tools, manuals, research data concerning historic and current research and development efforts, and confidential information, including the results of successful and unsuccessful designs, databases and proprietary data, (f) proprietary processes, technology, engineering, formulae, algorithms and operational procedures, (g) trade names, corporate names, trade dress, trademarks, service marks, other indicia of source, origin or quality, and registrations and applications therefor, and (h) the goodwill of the business symbolized or represented by the foregoing, customer lists and other proprietary information and common-law rights.

"Key Employees" means the key employees of the Group Companies listed in Exhibit B, and each a "Key Employee".

"Knowledge" including the phrase "to the best Knowledge of the Warrantors" or "to the Knowledge of the Warrantor" means, (i) with respect to a Warrantor that is an individual, the actual knowledge of such Warrantor, and that knowledge which should have been acquired by such individual after making such due inquiry and exercising such due diligence as a prudent business person would have made or exercised in the management of his or her business affairs, and (ii) with respect to a Warrantor that is an institution, the Warrantor will be deemed to have Knowledge of a particular fact or other matter if any of its officers at the department head level or above, directors, Key Employees, consultants and professional advisers (including attorneys, accountants and auditors and to the extent of such individuals who are principally responsible for handling current matters for the Group Companies) is actually aware of such fact or other matter or should have become aware of such fact or other matter after making such due inquiry and exercising such due diligence as a prudent business person would have made or exercised in the management of his or her business affairs, and where any statement in the representations and warranties hereunder is expressed to be given or made to a Person's Knowledge, or so far as a party is aware, or is qualified in some other manner having a similar effect, the statement shall be deemed to be supplemented by the additional statement that such party has made such due inquiry and due diligence.

"Law" or "Laws" means any constitutional provision, statute or other law, rule, regulation, official policy or interpretation of any Governmental Authority and any Governmental Order.

"Liabilities" means, with respect to any Person, all debts, obligations, liabilities owed by such Person of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due.

"Lien" means any mortgage, pledge, claim, security interest, encumbrance, title defect, lien, charge, easement, adverse claim, restrictive covenant, or other restriction or limitation of any kind whatsoever, including any restriction on the use, voting, transfer, receipt of income, or exercise of any attributes of ownership.

"Material Adverse Effect" means any (a) event, occurrence, fact, condition, change or development that has had, has, or would reasonably be expected to have a material adverse effect on the business, properties, assets, results of operations, condition (financial or otherwise), prospects or liabilities of the Group Companies taken as a whole, (b) material impairment of the ability of any Warrantor to perform its obligations under any Transaction Document or the Restructuring Documents that are material to the transactions contemplated therein; or (c) material impairment on the validity or enforceability of the Transaction Documents or the Restructuring Documents against the Warrantors which are a party thereto; provided, however, that in no event shall any change or event generally affecting the economic, financial market or political conditions in which the Group Companies operate be deemed to constitute a Material Adverse Effect unless such event has had a disproportionate impact on the Group Companies compared to other companies that operate in the territories or industries in which the Group Companies operate.

"MIIT" mean the Ministry of Industry and Information Technology of the PRC, including its local counterparts.

"MOFCOM" means the Ministry of Commerce of the PRC, including its local counterparts.

"NDRC" means the National Development and Reform Commission of the PRC, including its local counterparts.

"Ordinary Shares" means the ordinary shares in the capital of the Company with a par value of US$0.0001 per share.

"PBOC" means the People's Bank of China or any of its local branches.

"Person" means any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

"PFIC" means a passive foreign investment company as defined in the Code.

"PRC Anti-Corruption Law" means any Laws, regulations, rules, provisions, implementation regulations, orders, notices, guidance and procedures issued by legislators and/or empowered Governmental Authorities of the PRC, that are effective and are amended from time to time, regulating corruption, governmental bribery, commercial and private bribery, bribery facilitation, unfair-competition, unlawful solicitation and any other related activity or conduct, which includes, but is not limited to, the Criminal Law of the People's Republic of China, the Anti-Unfair Competition Law of the People's Republic of China, the Interim Provisions on the Prohibition of Commercial Bribery, the Implementation Measures for the Code of Ethics for Officials of the Communist Party of China, the rules and procedures set by the Supreme People's Court of the People's Republic of China and the Supreme People's Procuratorate of the People's Republic of China, and the rules and procedures of the Commission for Discipline Inspection of the Central Committee of the Chinese Communist Party and its local counterparts.

"PRC Companies" means the WFOE, the Domestic Company, and the PRC Subsidiaries.

"PRC Subsidiaries" means the entities listed in Exhibit A.

"PRC GAAP" means the generally accepted accounting principles in the PRC in effect from time to time.

"PRC" means the People's Republic of China but solely for purposes of this Agreement, does not include Hong Kong, the Macau Special Administrative Region and Taiwan.

"Preferred Shares" means the Series A Preferred Shares.

"Public Official" means (a) any employee or official of any Governmental Authority, including any employee or official of any entity owned or controlled by a Governmental Authority, (b) any employee or official of a political party, (c) any candidate for political office or his employee or associate, (d) any employee or official of an international organization, or (e) any person who acts in an official capacity for or on behalf of any of the foregoing.

"Reorganization Plan" means the transactions for the transfer of the Contributed Assets to the Group Companies from third parties and from other Subsidiaries of the Controlling Shareholder.

"Restructuring Documents" means the restructuring documents executed by the WFOE, the Domestic Company, the shareholders of the Domestic Company and other relevant parties on January 5, 2022, which includes the Exclusive Business Cooperation Agreement, Equity Interest Pledge Agreement, Exclusive Option Agreement and Power of Attorney.

"RMB" means Renminbi, the lawful currency of the PRC.

"SAFE" means the State Administration of Foreign Exchange of the PRC, including its local counterparts.

"SAMR" means the State Administration for Market Regulation of the PRC, including its local counterparts.

"Securities Act" means the U.S. Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder.

"Series A Preferred Shares" means series A preferred shares in the capital of the Company then outstanding and issued, with a par value of US$0.0001 per share, having the rights and privileges in the Shareholders' Agreement and Amended M&AA.

"Statement Date" means July 31, 2021.

"Subsidiary" means, with respect to a specific entity, (i) any entity (x) more than fifty percent (50%) of whose shares or other interests entitled to vote or (y) more than a fifty percent (50%) of whose interests in the profits or capital of such entity are owned or Controlled directly or indirectly by the subject entity or through one (1) or more Subsidiaries of the subject entity; (ii) any entity whose assets, or portions thereof, are consolidated with the net earnings of the subject entity and are recorded on the books of the subject entity for financial reporting purposes in accordance with PRC GAAP, U.S. GAAP or IFRS; or (iii) any entity with respect to which the subject entity has the power to otherwise direct the business and policies of that entity directly or indirectly. For the avoidance of doubt, the Subsidiaries of the Company shall include the HK Company, the WFOE, the Domestic Company, the PRC Subsidiaries, the Additional HK Companies and the Additional WFOEs (upon their incorporation or establishment under the Laws of applicable jurisdictions) and any other Subsidiary to be established by any of them from time to time.

"Tax Return" means any return, declaration, report, estimate, claim for refund, claim for extension, information return, or statement relating to any Tax, including any schedule or attachment thereto.

"Tax" means any national, provincial or local income, sales and use, excise, franchise, real and personal property, gross receipt, capital stock, production, business and occupation, disability, employment, payroll, severance or withholding tax or any other type of tax, levy, assessment, custom duty or charge imposed by any Governmental Authority, any interest and penalties (civil or criminal) related thereto or to the non-payment thereof, and any loss or tax Liability incurred in connection with the determination, settlement or litigation of any Liability arising therefrom.

"Transaction Documents" means this Agreement, the Amended M&AA, the Shareholders' Agreement, the Warrants, the Onshore Investment Agreements, the Restructuring Documents, the exhibits attached to any of the foregoing and each of the agreements and other documents otherwise required in connection with implementing the transactions contemplated by any of the foregoing.

"Transferred Assets" means all the assets (whether tangible and intangible, including without limitation the Intellectual Property), which were not currently owned by any Group Company that are wholly attributable to the Business and set forth with particularly in the Reorganization Plan.

"Transferred Contracts" means all the Contracts, which were not previously signed by any Group Company that are wholly attributable to the Business and set forth with particularly in the Reorganization Plan.

"Transferred Employees" means all the employees, who are not currently employed by a Group Company but who will be employed by a Group Company as set forth with particularity in the Reorganization Plan.

"U.S." means the United States of America.

"U.S. GAAP" means the generally accepted accounting principles in the U.S. in effect from time to time.

"US$" or "$" means the lawful currency of the U.S.

1.2 Definitions.

The following terms have the meanings set forth in the Sections set forth below:

Advanced Investment Funds	Recital
Agreement	Preamble
Amended M&AA	Section 2.1
Anti-Corruption Laws	Section 3.18(d)
Arbitration Rules	Section 10.13
Board	Section 3.2(a)
Capital Injection Amount	Section 6.16
Closing	Section 2.3
Closing Date	Section 2.3
Company	Preamble
Confidential Information	Section 10.10(a)
Conversion Shares	Section 3.2(c)
Disclosing Party	Section 10.10(c)
Domestic Company	Preamble
ESOP	Section 3.2(a)(iii)
FCPA	Section 3.18(d)
Financial Statements	Section 3.13(a)
HK Company	Preamble
HKIAC	Section 10.13
Immediate Family Members	Section 1.1
Indemnified Person	Section 9.1
Investor or Investors	Preamble
Material Contracts	Section 3.17(a)

Money Laundering Laws	Section 3.20
Onshore Investment Agreements	Recital
Party or Parties	Preamble
Permits	Section 3.22
Proceeds	Section 6.1
Prohibited Person	Section 3.19(a)
Related Party	Section 3.24
Related Party Contract	Section 3.24
Representatives	Section 3.18(d)
Reserved Preferred Shares	Section 3.2(c)
Sanctioned Country	Section 3.19(a)(ii)
Sanctions	Section 3.19(a)(i)
Shareholders' Agreement	Section 2.1
Social Welfare	Section 3.26(c)
Warrants	Section 2.2(a)
Warrantor or Warrantors	Section 3
WFOE	Preamble

1.3 Interpretation and Rules of Construction.

In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

(a) when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated;

(b) the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

(c) whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation";

(d) the words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(e) all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;

(f) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

(g) references to a Person are also to its successors and permitted assigns;

(h) the use of "or" is not intended to be exclusive unless expressly indicated otherwise;

(i) any reference to a contract or document is to that contract or document as amended, novated, supplemented, restated or replaced from time to time; and

(j) if any rights or obligations under this Agreement fall on a day or date which is not a Business Day, such rights or obligations shall instead fall on the next succeeding Business Day after such stated day or date.

2. SALE AND PURCHASE, CLOSING

2.1 Authorization.

As of the Closing, the Company will have authorized the issuance, pursuant to the terms and conditions of this Agreement, of a total of 9,495,072 Series A Preferred Shares, each having the rights, preferences, privileges and restrictions set forth in the Second Amended and Restated Memorandum and Articles of Association of the Company attached hereto as Exhibit E (the "Amended M&AA") and the Shareholders' Agreement attached hereto as Exhibit F (the "Shareholders' Agreement").

2.2 Agreement to Purchase and Sale.

(a) Agreement to Issue the Warrants.

(i) Subject to the terms and conditions hereof and entering into the Onshore Investment Agreements, at the Closing, the Company shall issue to each of the Investors, and each of the Investors hereby agrees to accept from the Company a warrant in the form attached hereto as Exhibit H respectively (the "Warrants") to purchase such number of Series A Preferred Shares set forth opposite the name of such Investor in Exhibit A-1;

(ii) The Warrants shall be issued by the Company, and subscribed for by the Investors, for no additional consideration other than the Investors' provision of the principal amount of the Advanced Investment Funds to be provided to the Domestic Company in accordance with the terms under the Onshore Investment Agreements.

(b) Exercise of the Warrants. Each Party hereby agrees that, subject to Section 2.2(a), within ten (10) Business Days after the relevant Investor and/or its Affiliates has completed the ODI Approvals (as defined in its Warrant), such Investor shall deliver the exercise notice to the Company to exercise its Warrant pursuant to the terms and conditions of its Warrant. The Company and each other Party undertake to use their best efforts to cooperate with and assist, and undertake to procure that each shareholder of the Company use its best efforts to cooperate with and assist in completing the exercise of such Investor's Warrant, including executing any and all necessary agreements and documents to approve such transactions, waiving any pre-emptive right, right of first refusal, anti-dilution rights and any other similar rights, and amending the relevant Transaction Documents.

2.3 Closing.

The consummation of the purchase and sale of the Warrants shall be conducted remotely by exchange of documents and signatures, on a date no later than fifteen (15) Business Days after the fulfilment or waiver of the conditions to the Closing as set forth in Section 7 and Section 8 respectively, or at such other place and time, with respect to each Investor, as the Company and such Investor may mutually agree upon (with respect to such Investor, the "Closing", and the date of the Closing, the "Closing Date"). For avoidance of any doubt, the Closing may occur respectively for each Investor without being conditional or dependent on the occurrence of the Closing(s) between any other Investors and the Company.

2.4 Pre-Money Valuation.

The total price payable by the Investors for purchasing the Warrants represents a pre-money valuation of the Company equal to US$500,000,000, including 6,818,182 Ordinary Shares reserved under the ESOP.

2.5 Deliverables by the Company at the Closing.

Subject to Sections 7 and 8, prior to or at the Closing, the Company shall deliver the following items to each Investor:

(a) subject to Section 2.2, the Warrant issued by the Company to such Investor, in substantially the form attached hereto as Exhibit H;

(b) the counterparts of each Transaction Document duly executed by each of the parties thereto (other than such Investor);

(c) the certified true copies of the board and/or shareholders resolutions of each Warrantor approving, among other things, the transactions contemplated by this Agreement and any other Transaction Documents to which it is a party;

(d) a compliance certificate dated as of the Closing signed by each Warrantor or a duly authorized representative of each Warrantor, as applicable, certifying that all of the conditions set forth in Section 7 have been fulfilled.

2.6 Deliverables by the Investors at the Closing.

Subject to the satisfaction or waiver of all the conditions set forth in Section 7 below and against the delivery of applicable items set for the in Section 2.5 above, (i) on the Closing Date, each Investor shall have entered into the relevant Onshore Investment Agreement, and (ii) subject to the satisfaction of the conditions set forth in the relevant Onshore Investment Agreement, each Investor shall extend the applicable Advanced Investment Funds in the amount as set forth in the Exhibit A-1 hereto in accordance with such Investor's Onshore Investment Agreement by remittance of immediately available funds to the bank account as designated in writing by the Domestic Company and delivered to it at least fifteen (15) Business Days prior to the funding of such Advance Investment Funds.

2.7 Several and Not Joint Obligations.

The Investors' respective obligations, undertakings, warranties, representations and liabilities under this Agreement are several and not joint. In the event that any Investor fails to or decides not to close the purchase and sale of the Purchase Shares or the Warrants, the other Investors shall not be subject to any liability or claim or otherwise adversely affected and may elect at its sole discretion to proceed or not to proceed with the Closing, provided that if any of such other Investors elects to proceed with the Closing, the relevant provisions under the Transaction Documents shall be adjusted accordingly as appropriate.

3. REPRESENTATIONS AND WARRANTIES OF THE WARRANTORS

Each of the Founder, the Controlling Shareholder, the Company, the HK Company, the WFOE, the Domestic Company and the Major PRC Subsidiaries (collectively the "Warrantors" and each a "Warrantor") hereby jointly and severally represents and warrants to the Investors that, except as set forth in the Disclosure Schedule, which exceptions shall be deemed to be part of the representations and warranties made hereunder, each of the statements contained in this Section 3 is true, accurate and complete from the date hereof to the Closing Date (unless otherwise specified) hereunder (or, if such representations and warranties are made with respect to a certain date, as of such date).

3.1 Organization, Good Standing and Qualification.

Each Group Company is duly organized, validly existing and in good standing (or equivalent status in the relevant jurisdiction) under, or by virtue of, the Laws of the jurisdiction of its incorporation or establishment. Each Group Company has all requisite legal and corporate power and authority to own, lease and operate its properties and assets and to carry on the Business, and is duly qualified to transact business in each jurisdiction in which the failure to so qualify would reasonably be expected to result in a Material Adverse Effect. Each of the Company and the HK Company was formed solely to acquire and hold the equity interests in the other Group Companies and since its formation has not engaged in any other business and has not incurred any Liability. No order has been made or petition presented or resolution passed for the winding up, liquidation or dissolution of any Group Company and no distress, execution or other process has been levied on any Group Company's assets.

3.2 Capitalization.

Immediately prior to the Closing (but after giving effect to the adoption of the Amended M&AA, which will become effective on the Closing Date), the authorized share capital of the Company consists of the following:

(a) Ordinary Shares. 490,504,928 Ordinary Shares, par value US$0.0001 per share, of which:

(i) 50,000,000 shares are issued and outstanding;

(ii) 9,495,072 shares are reserved for issuance upon conversion of the Series A Preferred Shares; and

(iii) 6,818,182 shares are reserved for issuance to the selected employees and members of the Group Companies' management team as approved by the board of directors of the Company (the "Board") pursuant to the Company's employee share option plan (or any equivalent equity incentive program or arrangement) (the "ESOP") adopted by the Company.

(b) Series A Preferred Shares. 9,495,072 Series A Preferred Shares, par value US$0.0001 per share, none of which are issued and outstanding.

(c) Options, Warrants, Reserved Shares. The Company has reserved sufficient Ordinary Shares for issuance (i) upon the conversion of the Preferred Shares, and (ii) pursuant to ESOP (collectively, the "Conversion Shares"). The Company has reserved sufficient Preferred Shares for issuance upon the exercise of the Warrants (the "Reserved Preferred Shares"). Except (i) as described above and (ii) as contemplated under the Transaction Documents, there are no options, warrants, conversion privileges or other rights, or agreements with respect to the issuance thereof, presently outstanding to purchase any of the Equity Securities of the Group Companies. Apart from the exceptions noted in this Section 3.2 and the Transaction Documents, no shares (including the Ordinary Shares and Series A Preferred 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 pre-emptive rights, rights of first refusal or other rights to purchase such shares (whether in favor of the Company or any other Person).

(d) Section 3.2(d) of the Disclosure Schedule completely and accurately lists, as of (i) immediately prior to the Closing; (ii) immediately after the Closing, the outstanding and authorized Equity Securities of each Group Company, and the record and beneficial holders thereof.

(e) The registered capital of the Domestic Company has been timely paid in accordance with the PRC Law and its articles of association as of the date hereof.

(f) All presently outstanding Equity Securities of each of the Company or the HK Company were duly and validly issued (or subscribed for) in compliance with all applicable Laws, pre-emptive rights of any Person, and applicable Contracts, and are fully paid and non-assessable. All share capital of each Group Company is and as of the Closing shall be free and clear of any and all Liens or other third-party rights, claims or interests (except as provided under the Transaction Documents). Except as contemplated under the Transaction Documents, there are no (a) resolutions pending to increase the share capital of any Group Company or cause the liquidation, winding up, or dissolution of any Group Company or (b) dividends which have accrued or been declared but are unpaid by any Group Company.

(g) Other than the Transaction Documents, no Group Company's Contracts relating to its Equity Securities that are subject to any vesting schedule provides for acceleration of vesting (or lapse of a repurchase right) or other changes in the vesting provisions or other terms of such agreement or understanding upon the occurrence of any event or combination of events. Other than those contemplated in the Transaction Documents, no Group Company has ever adjusted or amended the exercise price of any share options previously awarded (if any), whether through amendment, cancellation, replacement grant, repricing, or any other means.

(h) After giving effect to the transactions contemplated in the Transaction Documents, except as provided in the Shareholders' Agreement, the Company has not granted or agreed to grant any person or entity any registration rights (including piggyback registration rights).

3.3 Subsidiaries.

Section 3.3 of the Disclosure Schedule sets forth a complete structure chart showing the Group Companies, and indicating the ownership and Control relationships among all Group Companies, the Controlling Shareholder and other shareholders (if any). The Company is the sole legal and beneficial owner of the HK Company free and clear of any and all Liens or other third-party rights, claims or interests, and the HK Company is the sole legal and beneficial owner of the WFOE free and clear of any and all Liens or other third-party rights, claims or interests. Except for the Restructuring Documents, there is no agreement among the Controlling Shareholder or any Group Company, on one hand, and any Group Company, any other shareholder of any Group Company and/or any other Person, on the other hand, with respect to the ownership or Control of any of the Group Companies. No Group Company currently owns or Controls, directly or indirectly, any interest or share in any other Person (other than another Group Company) or is currently a participant in any joint venture, partnership or similar arrangement. No Group Company is obligated to make any investment in or capital contribution in or on behalf of any other Person. Other than the Warrants, no Group Company has or is bound by any outstanding subscriptions, options, warrants, calls, commitments, rights agreements or agreements of any character calling for it to issue, deliver or sell, or cause to be issued, delivered or sold, any of its Equity Securities. Other than the Transaction Documents, there are no outstanding contractual obligations of any Group Company to repurchase, redeem or otherwise acquire any of its Equity Securities.

3.4 PRC Companies.

Except as disclosed in Section 3.4 of the Disclosure Schedule:

(a) The registered capital of the WFOE is fully paid as required under its articles of association and one hundred percent (100%) of the equity interest of the WFOE is duly vested in the HK Company as the sole investor in and owner of the WFOE in accordance with applicable PRC Law.

(b) One hundred percent (100%) of the equity interests of each PRC Company is duly vested in its shareholders as its sole investors and owners in accordance with applicable PRC Law.

(c) Except as provided under the Restructuring Documents, there are no outstanding rights, or commitments made by each of the PRC Companies to issue or sell or any of its investors and owners, to purchase any equity interest in each of the PRC Companies.

(d) Except as contemplated under the Transaction Documents, there are no bonds, debentures, notes or other indebtedness of any of the PRC Companies having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of equity interests of each of the PRC Companies may vote.

(e) Each of the WFOE and the Domestic Company has operations in its respective registered office.

(f) The incorporation documents relating to each of the PRC Companies are valid and have been duly approved or issued (as applicable) by the appropriate PRC authorities and are valid and in full force.

(g) Except as disclosed in Section 3.4(g) of the Disclosure Schedule, all material Approvals from Governmental Authorities required for the qualifications of each PRC Companies for its Businesses under PRC Laws as currently operated, or contemplated to be operated, have been duly obtained from the appropriate PRC authorities and are in full force and effect.

(h) All filings and registrations with the PRC Governmental Authorities required in respect of each of the PRC Companies and its operations, including MOFCOM, SAMR, SAFE, MIIT, PBOC, the supervision and administration department of safety in production, tax bureau, customs authorities, product registration authorities and health regulatory authorities, as applicable, have been duly completed, in all material respects, in accordance with the relevant Laws.

(i) None of the PRC Companies has received any letter or notice from any relevant Governmental Authority notifying each of the PRC Companies of the revocation of any Approvals from Governmental Authorities issued to it for non-compliance or the need for compliance or remedial actions in respect of the activities carried out directly or indirectly by each of the PRC Companies.

(j) No Group Company has any reason to believe that any Approvals from Governmental Authorities requisite for the conduct of any part of each of the PRC Companies' Business which are subject to periodic renewal will not be granted or renewed by the relevant PRC Governmental Authorities.

(k) With respect to any land use right, building, property and investment held or leased by each of the PRC Companies, it has exclusive, full and unimpaired legal and beneficial ownership of its rights, leasehold interests, property and investments free from any mortgages or security interests of any nature, third party rights, conditions, orders or other restrictions and has obtained all material Approvals and effected all material registrations with Government Authorities with respect thereto.

(l) All applicable Laws with respect to the opening and operation of foreign exchange accounts and foreign exchange activities of each of the PRC Companies have been complied with in all material respects, and all material Approvals from the SAFE in relation thereto have been duly obtained.

(m) With regard to employment and staff or labour management, each of the PRC Companies has complied in all material respects with all applicable PRC Laws, other than Laws pertaining to Social Welfare, with regard to which each of the PRC Companies has complied with all such Laws, except for any such failure to comply with Laws pertaining to Social Welfare that would not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect.

(n) There are no outstanding stock options with respect to each of the PRC Companies.

3.5 Restructuring Documents.

(a) The execution, delivery and performance by each and all of the Warrantors of their respective obligations under each and all of the Restructuring Documents, and the consummation of the transactions contemplated thereunder, do not and will not result in any violation of their respective Charter Documents or any applicable PRC Laws.

(b) Each Restructuring Document is, and all the Restructuring Documents taken as a whole are, legal, valid, enforceable and admissible as evidence under PRC Laws, and constitute the legal and binding obligations of the relevant parties.

(c) As of the Closing Date, the WFOE shall have effective control of the Domestic Company and is the sole beneficiary of the Domestic Company, such that the financial statements of the Domestic Company can be consolidated with those of the other Group Companies in accordance with the applicable accounting principles. There have been no disputes, disagreements, claims or any legal proceedings of any nature, raised by any Governmental Authority or any other party, pending or, to the Knowledge of the Warrantors, threatened against or affecting any of the Company, WFOE or the Domestic Company that: (i) challenge the validity or enforceability of any part or all of the Restructuring Documents taken as whole; (ii) challenge the Captive Structure as set forth in the Restructuring Documents; (iii) claim any ownership, share, equity or interest in WFOE or the Domestic Company, or claim any compensation for not being granted any ownership, share, equity or interest in WFOE or the Domestic Company; or (iv) claim any of the Restructuring Documents or the Captive Structure thereof or any arrangements or performance of or in accordance with the Restructuring Documents was, is or will violate any PRC Laws.

3.6 Due Authorization.

Each Warrantor has all requisite power and authority to execute and deliver the Transaction Documents to which it is a party and to carry out and perform its obligations thereunder. All action on the part of each Warrantor (and, as applicable, its officers, directors and shareholders) necessary for the authorization, execution and delivery of the Transaction Documents to which it is a party, the performance of all obligations of each Warrantor thereunder, and, in the case of the Company, the authorization, issuance (or reservation for issuance), sale, transfer and delivery of the Purchased Shares, the Warrants, the Reserved Preferred Shares and the Conversion Shares issuable upon conversion of the Series A Preferred Shares, will be taken at the Closing pursuant to Section 2.3. The Company has, prior to the date hereof, obtained irrevocable waivers from all existing shareholders or warrant holders of the Company of their pre-emptive rights to subscribe for the Purchased Shares, the Warrants and the Reserved Preferred Shares. This Agreement has been duly executed and delivered by each Warrantor. This Agreement and each of the other Transaction Documents are, or when executed and delivered by such Warrantor shall be, valid and legally binding obligations of such Warrantor, enforceable against such Warrantor in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3.7 Valid Issuance.

(a) The Purchased Shares, the Warrants and the Reserved Preferred Shares, when issued, sold and delivered in accordance with the terms of this Agreement and the Warrants for the consideration expressed herein, will be duly and validly issued, fully paid and non-assessable, free and clear of any Liens (except as provided under applicable securities Laws and under the Transaction Documents). The Conversion Shares with respect to the Purchased Shares and the Reserved Preferred Shares have been duly and validly reserved for issuance and, upon issuance in accordance with the terms of the Amended M&AA, will be duly and validly issued, fully paid and non-assessable (except as provided under the Transaction Documents and applicable Laws).

(b) All currently outstanding Equity Securities of the Company are duly and validly issued, fully paid and non-assessable and free of any Liens, and in each case such Equity Securities have been issued in full compliance with the requirements of all applicable securities Laws and regulations, including the Securities Act, and all other antifraud and other provisions of applicable securities Laws.

3.8 Governmental Consents.

No Approval from Governmental Authorities with respect to or on the part of any Group Company or the Controlling Shareholder is required in connection with its valid execution, delivery, or performance of this Agreement, Restructuring Documents or the other Transaction Documents or the offer, sale, issuance, transfer or reservation for issuance of any Purchased Shares and/or the Warrants in accordance with and as contemplated by this Agreement.

3.9 Exempt Offering.

The offer, sale, transfer and issuance of the Purchased Shares and/or the Warrants as contemplated by the Transaction Documents, are exempt from the qualification, registration and prospectus delivery requirements of the Securities Act and any other applicable securities Laws of any Governmental Authorities.

3.10 Regulatory Matters.

(a) Without limiting any particular representations and warranties of the foregoing, (i) the Founder and the Group Companies have obtained any and all material Approvals from applicable Governmental Authorities and have fulfilled any and all material filings and registration requirements with applicable Governmental Authorities necessary with respect to the Group Companies and their operations; and (ii) all material filings and registrations with applicable Governmental Authorities required with respect to the Group Companies and the Founder have been duly completed in accordance with applicable Laws. No Group Company or Founder has received any letter or notice from any applicable Governmental Authorities notifying it of the revocation of any Approval issued to it or the need for compliance or remedial actions with respect to the activities carried out directly or indirectly by such Person. Each Group Company has been substantively conducting its Business activities within the permitted scope of business or is otherwise operating its Businesses in substantive compliance with all relevant Laws in all material respects. There are no outstanding fines or penalties asserted against the Group Companies by any Governmental Authority, and none of the Founder and the Group Companies has reason to believe that any authorization of any Governmental Authority, license or permit required for the conduct of any part of its Business which is subject to periodic renewal will not be granted or renewed by the relevant Governmental Authorities.

(b) The Founder has completed the reporting and registration requirements for the Founder under Circular 37 or any other applicable SAFE rules and regulations (collectively, the "SAFE Rules and Regulations") in order to effect his indirect holding of Ordinary Shares of the Company and believes that he can update the Circular 37 Registration in connection with the transactions as contemplated under the Transaction Documents if required by applicable Laws (including the SAFE Rules and Regulations) or by SAFE. To the best Knowledge of the Warrantors, each holder of any Equity Securities of the Company (for the avoidance of doubt, excluding the holders of the Preferred Shares and the holders of the preferred shares of the Controlling Shareholder) (each, a "Company Security Holder"), who is a Domestic Resident (or has Domestic Resident(s) as its beneficial owner) and subject to any of the registration or reporting requirements of SAFE Rules and Regulations, will complete such reporting and registration requirements under the SAFE Rules and Regulations in order to effect his or her direct or indirect holding of Ordinary Shares of the Company, prior to the recording to the name of such Company Security Holder on the register of members of the Company. Neither the Warrantors nor, to the best Knowledge of the Warrantors, any of the Company Security Holders has received any oral or written inquiries, notifications, orders or any other forms of official correspondence from SAFE or any of its local branches with respect to any actual or alleged non-compliance with the SAFE Rules and Regulations and the Company and, to the best Knowledge of the Warrantors, the Company Security Holders have made all written filings, registrations, reporting or any other communications required by SAFE or any of its local branches. The Domestic Company has not conducted any foreign exchange transactions or other transactions subject to Approvals from SAFE. To the best Knowledge of the Warrantors, there exists no grounds on which any of the Group Companies may be subject to liability or penalties for any Person's failure or defect of registration, misrepresentation or failure to disclose any material information to the issuing SAFE authority.

3.11 Tax Matters.

(a) Each Group Company (i) has timely filed (taking into account any extension of time within which to file) all Tax Returns that are required to be filed by it with any Governmental Authority, (ii) has timely paid all Taxes owed by it which are due and payable (whether or not shown on any Tax Return) and withheld and remitted to the appropriate Governmental Authority all Taxes which it is obligated to withhold and remit from amounts owing to any employee, creditor, customer or third party, and (iii) has not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency other than, in the case of clauses (i) and (ii), unpaid Taxes that are in contest with the Tax authority by any Group Company in good faith or are nonmaterial in amount.

(b) Each Tax Return referred to in paragraph (a) above was properly prepared in compliance with applicable Laws and was (and will be) true, correct and complete in all respects. None of such Tax Returns contains a statement that is false or misleading or omits any matter that is required to be included or without which the statement would be false or misleading. No reporting position was taken on any such Tax Return which has not been disclosed to the appropriate Tax authority or in such Tax Return, as may be required by Law. All records relating to such Tax Returns or to the preparation thereof required by applicable Law to be maintained by applicable Group Company have been duly maintained. No written claim has been made by a Governmental Authority in a jurisdiction where any Group Company does not file Tax Returns that such Group Company is or may be subject to taxation by that jurisdiction.

(c) The assessment of any additional Taxes with respect to the applicable Group Company for periods for which Tax Returns have been filed is not expected to exceed the recorded Liability therefor in the most recent balance sheet in the Financial Statements, and to the Knowledge of the Warrantors, there are no unresolved questions or claims concerning any Tax Liability of any Group Company. Since the Statement Date, no Group Company has incurred any Liability for Taxes outside the ordinary course of business or otherwise inconsistent with past custom and practice. There is no pending dispute with, or notice from, any Tax authority relating to any of the Tax Returns filed by any Group Company, and to the best Knowledge of the Warrantors, there is no proposed Liability for a deficiency in any Tax to be imposed upon the properties or assets of any Group Company.

(d) No Group Company has been the subject of any examination or investigation by any Tax authority relating to the conduct of its Business or the payment or withholding of Taxes that has not been resolved or is currently the subject of any examination or investigation by any Tax authority relating to the conduct of its Business or the payment or withholding of Taxes. No Group Company is responsible for the Taxes of any other Person by reason of contract, successor liability or otherwise.

(e) No Group Company is or has ever been a PFIC or CFC. To the best Knowledge of the Warrantors, no Group Company anticipates that it will become a PFIC or CFC for the current taxable year or any future taxable year.

3.12 Charter Documents; Books and Records.

The Charter Documents of each Group Company are in the form provided to the Investors. Each Group Company has made available to the Investors or its counsel a copy of its minute books. Such copy is true, correct and complete, and contains all amendments and all minutes of meetings and actions taken by its shareholders and directors since the time of formation through the date hereof and reflects in all material respects all transactions referred to in such minutes accurately. Each Group Company maintains its books of accounts and records in the usual, regular and ordinary manner, on a basis consistent with prior practice.

3.13 Financial Statements and Internal Controls.

(a) The Warrantors have provided the Investors with the financial statements of the Group Companies consisting of the unaudited balance sheet, income statement and cash flow statement of the Group Companies for the period from January 1, 2019 to the Statement Date prepared by the respective Group Company in accordance with PRC GAAP applied on a consistent basis (the "Financial Statements"). The Financial Statements (i) have been prepared in accordance with the books and records of the relevant Group Company, (ii) are true, correct and complete to the extent that they fairly present, in accordance with PRC GAAP, the financial condition and position of the relevant Group Company as of the dates indicated therein and the results of operations and cash flows of the relevant Group Company for the periods indicated therein in all material respects, and (iii) were prepared in accordance with PRC GAAP applied on a consistent basis throughout the periods involved, except for the omission of notes thereto and normal year-end audit adjustments. All of the accounts receivable owing to any of the Group Companies, including all accounts receivable set forth on the Financial Statements, constitute valid and enforceable claims and are good and collectible in the ordinary course of business, net of any reserves shown on the Financial Statements (which reserves are adequate and were calculated on a basis consistent with PRC GAAP), and no further goods or services are required to be provided in order to complete the sales and to entitle the applicable Group Company to collect in full. To the best Knowledge of the Warrantors, there are no material contingent or asserted claims, refusals to pay, or other rights of set-off with respect to any accounts receivable of the Group Companies. The Group Companies have good and marketable title to all assets set forth on the Financial Statements, except for such assets as have been spent, sold or transferred in the ordinary course of business since the Statement Date. 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.

(b) Each Group Company has maintained its (x) books and records reflecting its assets and liabilities that are accurate in all material respects, and (y) adequate and effective internal accounting controls which provide the assurance that (i) such system is in accordance with applicable Laws and applicable accounting principles, (ii) transactions by it are executed in accordance with management's general or specific authorization, (iii) transactions by it are recorded as necessary to permit preparation of financial statements in conformity with the applicable accounting principles and to maintain asset accountability, (iv) access to assets of it is permitted only in accordance with management's general or specific authorization, (v) the recorded inventory of assets is compared with the existing tangible assets at reasonable intervals and appropriate action is taken with respect to any material differences, (vi) segregating duties for cash deposits, cash reconciliation, cash payment, proper approval is established, and (vii) no personal assets or bank accounts of the employees, directors, officers are mingled with the corporate assets or corporate bank account, and no Group Company uses any personal bank accounts of any employees, directors, officers thereof during the operation of the Business.

3.14 Activities since the Statement Date.

Since the Statement Date and except as provided by or contemplated under the Transaction Documents or otherwise disclosed in Section 3.14 of the Disclosure Schedule, the Group Companies have (i) operated the Business in the ordinary course of business consistent with past practice, (ii) used its reasonable best efforts to preserve its Business, (iii) collected receivables and paid payables and similar obligations in the ordinary course of business consistent with past practice, and (iv) not engaged in any new line of business outside the Business or entered into any material agreement, transaction or activity or made any commitment with respect to the following, except those in the ordinary course of business or pursuant to the Reorganization Plan, and there has not been any material adverse change in the way the Group Companies conduct the Business, including that there has not been by or with respect to any Group Company, except any act taken or omission made in accordance with paragraph 2 of Exhibit I:

(a) any purchase, acquisition, sale, lease, disposal of or other transfer of any assets (including any (i) license of, grant of other rights under, Intellectual Property rights to third parties, (ii) abandonment or permission to lapse of, or permission to be subject to any Lien with respect to, Intellectual Property rights, or (iii) other than in the ordinary course of business consistent with past practice and under appropriate confidentiality agreements, disclosure of confidential information) that are individually or in the aggregate material to its Business, whether tangible or intangible, other than the purchase or sale of inventory in the ordinary course of business consistent with past practice, and no acquisition (by merger, consolidation or other combination, or acquisition of stock or assets, or otherwise) of any business or other Person or division thereof;

(b) any waiver, termination, settlement or compromise of a right, debt or claim exceeding RMB5,000,000;

(c) any incurrence, creation, assumption, repayment, satisfaction, or discharge of (i) any Lien in an amount exceeding RMB5,000,000 or (ii) any indebtedness or guarantee, or the making of any loan or advance (other than reasonable and normal advances to employees for bona fide expenses that are incurred in the ordinary course of business consistent with past practice), or the making of any investment or capital contribution;

(d) any amendment to any Material Contract, any entering of any new Contract, or any termination of any Contract that would have been a Material Contract if in effect on the date hereof, or any amendment to any Charter Document, or any amendment to or waiver under any Charter Document;

(e) any material change in any compensation arrangement or agreement with the Key Employee, or adoption of any new Benefit Plan, or any change in any existing Benefit Plan;

(f) any resignation or termination of any Key Employee;

(g) any declaration, setting aside or payment or other distribution with respect to any Equity Securities, or any direct or indirect redemption, purchase or other acquisition of any Equity Securities;

(h) any damage, destruction or loss, whether or not covered by insurance, that would have a Material Adverse Effect to any Group Company;

(i) any material change in accounting methods or practices or any revaluation of any of its assets other than those contemplated in the Financial Statements;

(j) except in the ordinary course of business consistent with past practice, entry into any closing agreement with respect to Taxes, settlement of any claim or assessment with respect to any Taxes, or consent to any extension or waiver of the limitation period applicable to any claim or assessment with respect to any Taxes, entry or change of any Tax election, change of any method of accounting resulting in any amount of additional Tax or filing of any amended Tax Return;

(k) any commencement or settlement of any Action;

(l) except for the issuance of Equity Securities as contemplated in the Transaction Documents, any action to authorize, create or issue new shares or new securities of any class or series of any Group Company;

(m) to the Knowledge of the Warrantors, any other event or condition of any character which is reasonably expected to have, individually or in the aggregate, a Material Adverse Effect; or

(n) any agreement or commitment to do any of the things described above in this Section 3.14.

3.15 Action and Governmental Orders.

There is no Governmental Order restraining, enjoining or otherwise prohibiting the operation of the Business or the consummation of the transactions contemplated by this Agreement, Restructuring Documents or any other Transaction Documents. Except as set forth in Section 3.15 of the Disclosure Schedule, there is no Action pending or, to the best Knowledge of the Warrantors, currently threatened against any Group Company or any of the directors or Key Employees of any Group Company with respect to the respective businesses or proposed business activities of each Group Company, nor is any Warrantor aware of any basis for any of the foregoing, including with respect to any Action involving the prior employment of any employees of any Group Company, their use in connection with such Group Company's Business of any information or technologies allegedly proprietary to any of their former employers or their obligations under any agreements with prior employers.

3.16 Liabilities.

Except as set forth in Section 3.16 of the Disclosure Schedule, no Group Company has any Liabilities except for (i) Liabilities set forth in the Financial Statements that have not been satisfied since the Statement Date, and (ii) current Liabilities incurred since the Statement Date in the ordinary course of business consistent with past practice. None of the Group Companies is a guarantor or indemnitor of any Liabilities of any other Person that is not a Group Company.

3.17 Material Contracts.

(a) Section 3.17 of the Disclosure Schedule contains the Contracts the term of which has not yet expired and to which a Group Company is bound that (i) are material operating agreements, (ii) are material strategic cooperation agreements, (iii) are agreements in relation to the sale, issuance, purchase, repurchase or redemption of Series A Preferred Shares, (iv) are preferred equity financing agreements or debt financing, (v) are material real property lease agreements and material service agreements, (vi) if any, are material agreements involving Intellectual Property that is material to a Group Company (other than generally-available "off-the-shelf" shrink-wrap software licenses obtained by the Group Companies on non-exclusive and non-negotiated terms), (vii) if any, restrict the ability of a Group Company to compete or to conduct or engage in any business or activity in any territory, (viii) if any, are with a Related Party (as defined below), (ix) if any, involve the lease, license, sale, use, disposition or acquisition of a material amount of assets (including any Intellectual Property rights) or of a business, (x) if any, involve the establishment, contribution to, or operation of a partnership, joint venture or involving a sharing of profits or losses, or any investment in, loan to or acquisition or sale of the securities, equity interests or assets of any Person, (xi) are with any Governmental Authority, (xii) are with any state-owned enterprise and material to the Group Companies, (xi) are with any commercial bank or any other financial institution, and (xiii) contain any performance metrics provision (collectively, the "Material Contracts").

(b) A complete, accurate, true, and fully-executed copy of each Material Contract has been delivered to the Investors. Each Material Contract is a valid and binding agreement of the Group Company that is a party thereto, the performance of which does not and will not violate any applicable Law in any material respect, and is in full force and effect, and such Group Company has duly performed all of its material obligations under each Material Contract to the extent that such obligations to perform have accrued, and no material breach or default, alleged material breach or default, or event which would (with the passage of time, notice or both) constitute a material breach or default thereunder by such Group Company or any other party or obligor with respect thereto, has occurred, or as a result of the execution, delivery, and performance of the Restructuring Documents and the other Transaction Documents will occur. No Group Company has given notice (whether or not written) that it intends to terminate a Material Contract or that any other party thereto has breached, violated or defaulted under any Material Contract. No Group Company has received any notice (whether written or not) that it has breached, violated or defaulted under any Material Contract or that any other party thereto intends to terminate such Material Contract.

3.18 Compliance with Laws.

(a) Each Group Company has been and is in compliance with all Laws in all material respects that are applicable to it or to the conduct or operation of its Business or the ownership or use of any of its assets or properties.

(b) To the Knowledge of the Warrantors, no event has occurred and no circumstance exists that (with or without notice or lapse of time) (i) may constitute or result in a violation by any Group Company of, or a failure on the part of such Group Company to comply with, any Law, in any material respect, or (ii) may give rise to any obligation on the part of a Group Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature in order to comply with applicable Laws in all material respects.

(c) No Group Company (i) has received any notice from any Governmental Authority regarding any actual, alleged, possible or potential violation of, or failure to comply with, any Law or (ii) has received any notice from any Governmental Authority regarding any actual, alleged, possible or potential obligation on the part of such Group Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature or (iii) is under investigation by any Governmental Authority with respect to a violation of any Law of which it has received notice from such Governmental Authority.

(d) Each Group Company, and each of its directors, officers, employees, agents and other persons explicitly authorized to act on its behalf (collectively, the "Representatives"), are familiar with and are in compliance with and have complied with, in all material respects, all applicable anti-bribery, anti-corruption, anti-money laundering, recordkeeping and internal controls Laws (collectively, the "Anti-Corruption Laws") including the Foreign Corrupt Practices Act of the United States of America (the "FCPA") as if it were a U.S. Person. Without limiting the foregoing, neither any Group Company nor any Representative has, directly or indirectly, in any material respect, offered, authorized, promised, condoned, participated in, or received notice of any allegation of the following: (i) the making of any gift or payment of anything of value to any Public Official by any Person to obtain any improper advantage, affect or influence any act or decision of any such Public Official with respect to any Group Company or the Business of any Group Company, or assist any Group Company in obtaining or retaining business for, or with, or directing business to, any Person; (ii) the taking of any action by any Person which would violate the PRC Anti-Corruption Law; (iii) the taking of any action by any Person which would violate the FCPA, as amended, if taken by an entity subject to the FCPA, or could reasonably be expected to constitute a violation of any applicable Law; (iv) the making of any false or fictitious entries in the books or records of any Group Company by any Person; or (v) the using of any assets of any Group Company for the establishment of any unlawful or unrecorded fund of monies or other assets, or the making of any unlawful or undisclosed payment. No Group Company or any of its Representatives has ever been found by a Governmental Authority to have violated any criminal or securities Laws or is subject to any indictment or any government investigation for bribery. No Public Official (a) holds an ownership or other economic interest, direct or indirect, in any of the Group Companies or in the contractual relationship formed hereunder, or (b) serves as an officer, director or employee of any Group Company. Neither the Company nor any of its Affiliates has violated the applicable anti-bribery Laws by offering or taking property or other interests to obtain improper benefits, such as corruptly paying anything of value to business partners, including but not limited to Governmental Authorities, non-government customers, suppliers or distributors, owners, directors, managers or other employees of the entities identified above ("Business Partners"), that would result in a violation of any applicable anti-bribery Laws, or receiving anything of value from Business Partners that constitutes commercial bribery in violation of applicable anti-bribery Laws.

(e) The Business of each Group Company as now conducted is, in compliance with all Laws and regulations that may be applicable, including all Laws of the PRC with respect to telecommunication, dangerous chemicals, mergers, acquisitions, foreign investment and foreign exchange transactions.

3.19 Compliance with OFAC.

(a) No Group Company or, to the best Knowledge of the Warrantors, any of its directors, officers, employees, Affiliates, shareholders or any other Person acting on behalf thereof is, or is Controlled or 50% or more owned in the aggregate by or is acting on behalf of, one or more individuals or entities (collectively, the "Prohibited Person") that are:

(i) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), the United Nations Security Council (UN), the European Union (EU), Her Majesty's Treasury (UK HMT), the Swiss Secretariat of Economic Affairs (SECO), the Hong Kong Monetary Authority (HKMA), the Monetary Authority of Singapore (MAS), or other relevant sanctions authority (collectively, "Sanctions"); nor

(ii) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Crimea, Burma/Myanmar, Cuba, Iran, North Korea, Venezuela and Syria) (each a "Sanctioned Country").

and no one that to the Knowledge of the Warrantors is a Prohibited Person has been given or will be given an offer to become an employee, officer, consultant or director of any Group Company.

(b) The Company represents and covenants that it will not, directly or indirectly, use any Proceeds, or lend, contribute or otherwise make available such Proceeds to any Subsidiary, joint venture partner or other person or entity:

(i) to fund or facilitate any activities of or business with any Person that, at the time of such funding or facilitation, is the subject or the target of any Sanctions,

(ii) to fund or facilitate any activities of or any business in any Sanctioned Country, or

(iii) in any other manner that will result in a violation by any Person of any Sanctions.

(c) The Group Companies have not conducted or agreed to conduct any business, or entered into or agreed to enter into any dealings or transactions, and will not conduct or agree to conduct any business, or enter into or agree to enter into any dealings or transactions, with any Prohibited Person or Sanctioned Country, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions.

3.20 Compliance with Money Laundering Laws.

The operations of each Group Company are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting and other requirements of the money laundering Laws of all relevant jurisdictions (collectively, the "Money Laundering Laws"), and no Action by or before any Governmental Authority involving any Group Company with respect to the Money Laundering Laws is pending or, to the best of the Warrantors' Knowledge, threatened.

3.21 Titles and Properties.

(a) Except as s described in the Financial Statements, the Group Companies have good and valid title to, or a valid leasehold interest in, all of their material assets they use or may need to use in the conduct of their respective Businesses, whether real, personal or mixed (including but not limited to all such assets reflected in the Financial Statements), free and clear of any and all Liens or third party claims, including any creditors' rights. The foregoing assets collectively represent all material assets, rights and properties necessary for the conduct of the Business of the Group Companies in the manner conducted during the periods covered by the Financial Statements. All material leases of real or personal property to which a Group Company is a party are fully effective and afford the Group Company valid leasehold possession and subletting rights of the real or personal property that is the subject of such lease.

(b) All machinery, vehicles, equipment and other tangible personal property owned or leased by a Group Company that are material to the Business of the Group Companies are (i) in good condition and repair (reasonable wear and tear excepted) and (ii) not obsolete or in need of renewal or replacement, except for renewal or replacement in the ordinary course of business.

3.22 Permits.

Each Group Company has all Approvals, except for absence of which would not be reasonably expected to have Material Adverse Effect to the Group Companies, including any special approval or permits required under the Laws of the PRC (the "Permits"), necessary for its incorporation, existence and qualification for respective Business as now conducted. Each such Permit is valid and in full force and effect; no Group Company is in default or violation in any respect of any such Permit; no Group Company has received any written notice from any Governmental Authority regarding any actual or possible default or violation of any such Permit; and to the Knowledge of the Warrantors, no suspension, cancellation or termination of any such Permits is threatened or imminent.

3.23 Compliance with Other Instruments.

No Group Company is in violation, breach or default of its Charter Documents. The execution, delivery and performance by each Group Company of and compliance by each Group Company with each of the Transaction Documents to which it is a party, and the consummation by it of the transactions contemplated hereby and thereby, will not result in (a) any 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, a default under (i) the Charter Documents of any Group Company, (ii) any Material Contract, or (iii) any applicable Law in any material respect, (b) the creation or imposition of any Lien upon, or with respect to, any of the properties, assets or rights of any Group Company, or (c) any termination, modification, cancellation, or suspension of any right of, or any augmentation or acceleration of any obligation of, any Group Company (other than those contemplated or intended by the Restructuring Documents, the Warrants, and any other Transaction Documents).

3.24 Related Party Transactions.

Except as set forth in Section 3.24 of the Disclosure Schedule, the Restructuring Documents to which the relevant Group Companies are parties, the Reorganization Plan, the employment agreements, confidentiality agreements, non-compete agreements and other Contracts (each of which Contract, to the extent entered into by a Founder or any Key Employee or any of his or her Affiliates, is disclosed in Section 3.24 of the Disclosure Schedule) in similar nature with any Group Company, and in any Contract between a Group Company and a Subsidiary of the Controlling Shareholder that is not a Group Company (a) neither the Controlling Shareholder, nor any shareholder that beneficially owns five percent (5%) or more of the share capital of the Company or the Domestic Company, or any director or Key Employee of any Group Company, or any Affiliate of any of them (other than another Group Company) (each of the foregoing, a "Related Party"), has any Contract (whether oral or written, each, a "Related Party Contract"), understanding, proposed transaction with, or is indebted to, any Group Company, nor is there currently any proposed Related Party Contract and nor is any Group Company indebted (or committed to make loans or extend or guarantee credit) to any of such Related Party (other than for accrued salaries, reimbursable expenses or other standard employee benefits). Except for the transactions under the Reorganization Plan and any Contract between a Group Company and a Subsidiary of the Controlling Shareholder that is not a Group Company, (a) each Related Party Contract is on terms and conditions as favorable to the applicable Group Company as would have been obtainable by it at the time in a comparable arm's-length transaction with an unrelated party; (b) no Related Party has any direct or indirect ownership interest in any Person (other than a Group Company) with which a Group Company is affiliated or with which a Group Company has a business relationship, or any Person (other than a Group Company) that directly or indirectly competes with any Group Company (except that a Related Party may have a passive investment of less than 1% of the stock of any publicly traded company that engages in the foregoing); and (c) no Related Party has any right, title or interest, either directly or indirectly, in (i) any Person which purchases from or sells, licenses, grants or furnishes to a Group Company any goods, property, Intellectual Property or other property rights or services or (ii) any Contract to which a Group Company is a party or by which it may be bound or affected.

3.25 Intellectual Property Rights.

(a) To the best Knowledge of the Warrantors, the Group Companies own or otherwise have the sufficient right or license to use all Intellectual Property that is used in, held for use in, or necessary to conduct their Businesses, free and clear of any and all Liens. There is no pending or, to the best Knowledge of the Warrantors, threatened Action against any Group Company contesting the ownership of, or right to use, such Intellectual Property, asserting the misuse, invalidity or unenforceability thereof, or asserting the infringement, misappropriation or other violation of any Intellectual Property of any third party (including any demand or offer to license any Intellectual Property). All inventions, know-how and other Intellectual Property conceived, created or developed by employees or contractors of the Group Companies, to the extent they are used in, held for use in, or necessary to the Businesses of the Group Companies, are "works made for hire", and all right, title, and interest therein, including any applications therefor, have been transferred and assigned to, and are currently exclusively owned by, the Group Companies. The Group Companies have complied with all remuneration and compensation requirements relating to such Intellectual Property under applicable Laws. Section 3.25 of the Disclosure Schedule contains a true, complete and accurate list of all Intellectual Property for which registrations or patents are owned by or held in the name of, or for which applications have been made in the name of, any Group Company, including for each such registration, patent or application, the relevant name or description, registration or certification or application number, filing or registration or issue date.

(b) No Actions in which any Group Company alleges that any Person is infringing, misappropriating, or otherwise violating, any Group Company's Intellectual Property rights are pending, and none has been served, instituted or asserted by any Group Company. Neither the Business nor any Group Company has infringed, misappropriated or violated during the past four (4) years, or is infringing, misappropriating or violating, any Intellectual Property rights of any Person. To the best Knowledge of the Warrantors, no Person has infringed, misappropriated or violated, or is infringing, misappropriating or violating, any Intellectual Property rights of any Group Company.

(c) To the best Knowledge of the Warrantors, none of the Key Employees is obligated under any Contract, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with the use of his or her best efforts to promote the interests of the Group Companies or that would conflict with the Business of any Group Company as presently conducted. It will not be necessary to utilize in the course of any Group Company's business operations any inventions of any of the respective Key Employees of the Group Companies made prior to their employment by the Group Companies, except for inventions that have been validly and properly assigned or licensed to the Group Companies as of the date hereof.

(d) The Group Companies have each taken all reasonable security measures that are commercially prudent in order to protect the secrecy, confidentiality and value of their respective Intellectual Property and the confidentiality, integrity and security of the Business IT Systems. The Business IT Systems (i) are sufficient for the immediate and currently anticipated future needs of the Business, and (ii) are in sufficiently good working condition to effectively perform all information technology operations and include a sufficient number of licenses for all software as necessary for the Business.

(e) Except for those data that shall remain the sole property of users and thus are not permitted to be disclosed or disposed of by the Group Companies pursuant to applicable Laws, each Group Company owns all right, title and interest in and to all data it collects from or discloses about users of its products and services. Its practices regarding the collection and use of consumer personal information are and have been in accordance in all material respects with applicable Laws of all jurisdictions in which it operates and does not violate any Person's right, title or interest in any material respect. The Group Companies (i) maintain policies and procedures regarding data security and privacy and maintain administrative, technical, and physical safeguards that are commercially reasonable and, in any event, in compliance in all material respects with all applicable Laws and Contracts applicable to any Group Company, and (ii) are and have been in compliance with such policies and procedures in all material respects. To the Knowledge of the Warrantors, there have been no security breaches relating to, or violations of any security policy regarding, any data or information of Group Companies' customers or used by the Group Companies or any Business IT Systems. There has been no loss, unauthorized access or alteration, misappropriation, or misuse of any data or information of Group Companies' customers or used by the Group Companies to conduct the Business or any Business IT Systems. There is no pending or, to the best Knowledge of the Warrantors, threatened Action against any Group Company relating to any of the foregoing or any non-compliance with any such Laws, policies or procedures.

(f) No source code for any software owned by any Group Company has been disclosed, licensed, distributed or otherwise made available to any Person, and no Group Company has any obligation (whether present, contingent or otherwise) to disclose, license, distribute or otherwise make available any such source code to any Person. No free or open source or similar software has been incorporated in, bundled with, or used, distributed or made available in connection with, any software owned by any Group Company.

3.26 Labor and Employment Matters.

(a) Each Key Employee is currently devoting substantially all of his or her business time to the conduct of the business of the respective Group Company. No Key Employee has given any notice of an intention to resign, and, to the best Knowledge of the Warrantors, no Group Company has any intention of terminating the employment of any Key Employee. No Group Company is a party to any collective bargaining agreements or other Contract with any union or guild, and none of the Group Companies has been informed by their employees regarding the establishment of any trade union, work council or other organizations representing the employees of the Group Company. Each employee, officer and director (other than those appointed by the holders of Preferred Shares) of the Group Companies has duly executed the employment and confidential information and invention assignment agreement in the form reasonably satisfactory to the Investors. To the best Knowledge of the Warrantors, no Key Employee is obligated under, or in violation of any term of, any Contract or any Governmental Order relating to the right of any such Key Employee to be employed by, or to contract with, such Group Company. No Group Company has received any written notice alleging that any such violation has occurred.

(b) There is no pending or threatened claim or litigation against any Key Employee or PRC Companies in respect of full commitment, non-competition, non-solicitation or confidentiality obligation of any Key Employee.

(c) Except as set forth in Section 3.26(c) of the Disclosure Schedule, (i) there is no, and there has not been during the previous three (3) years, any material Action relating to the violation or alleged violation of any Law by any Group Company pertaining to labor relations or employment matters, including any charge or complaint filed by an employee with any Governmental Authority or any Group Company; (ii) each Group Company has complied with Laws in all material respects relating to employment, wages, hours, overtime, working conditions, benefits, retirement, termination, Taxes, and health and safety; (iii) each Group Company has withheld and reported all amounts required by any applicable Law or any Contract to be withheld and reported with respect to wages, salaries and other payments to employees (including employees who have been treated as consultants); (iv) other than the statutory social insurance plans and the housing fund plan (the "Social Welfare") operated under the applicable PRC Laws, each Group Company has no Liability for any payment to any trust or fund governed by or maintained by or on behalf of any Governmental Authority with respect to unemployment compensation benefits, social security or social insurance, housing or other benefits or obligations for employees; and (v) each Group Company is in compliance with each applicable Law relating to its payment and provision of any form of Social Welfare operated under the applicable PRC Laws and has made all contributions to the statutory social insurance plans and housing fund plan as required to be made under applicable PRC Laws, except any such non-compliance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. To the Knowledge of the Warrantors, there has not been, and there is not now pending or, threatened, any strike, union organization activity, lockout, slowdown, picketing, or work stoppage with respect to the employees of any Group Company or any unfair labor practice charge against any Group Company.

(d) Except for statutory social insurance schemes and housing fund schemes, the Group Companies have not adopted or implemented any Benefit Plan. There are no material actual, threatened or pending investigations by any Governmental Authority involving any Benefit Plan and no material actual, threatened or pending claims against any Benefit Plan. All contributions to, and payments from, each Benefit Plan have been timely made. Each Group Company maintains, and has fully funded, in all material respects, any pension plan and any other labor-related plans that it is required by Law or by Contract to maintain.

(e) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated by this Agreement, any other Transaction Documents or the Restructuring Documents will (i) entitle any current or former employee or director of any Group Company to severance pay, or any payment contingent upon a change in control of any Group Company, (ii) increase or enhance any benefits payable under any Benefit Plan, or (iii) accelerate the time of payment or vesting, or increase the amount of any compensation due to any employee or former employee.

3.27 Insurance.

Each Group Company has obtained the insurance coverage of the types and at the coverage levels as would be reasonable and customary for other similar situated companies. No Group Company has done or omitted to do or suffered anything to be done or not to be done other than any acts in the ordinary course of business which has or would render any policies of insurance taken out by it or by any other Person in relation to any of such Group Company's assets void or voidable or which would result in an increase in the rate of premiums on the said policies. There is no claim pending, and no Group Company has made since its formation any claim individually or in the aggregate in excess of RMB1,000,000, under the insurance policies and bonds maintained by each Group Company as to which, in each case, coverage has been questioned, denied or disputed. No Group Company has suffered any uninsured loss individually or in the aggregate in excess of RMB1,000,000 or waived any rights or claims of material or substantial value with respect to any insurance policy or bond or allowed any insurance policy or bond to lapse since its formation. All premiums due and payable under all such policies and bonds have been timely paid, and each Group Company is otherwise in compliance in all respects with the terms of such policies and bonds. All such policies and bonds are in full force and effect and will not terminate or lapse by reason of the transactions contemplated by this Agreement or any other Transaction Documents.

3.28 No Brokers.

None of the Warrantors has any Contract with or retained any broker, finder or similar agent with respect to or in connection with the transactions contemplated by this Agreement, any other Transaction Documents or the Restructuring Documents, and none of them has incurred any Liability for any brokerage fees, agents' fees, commissions or finders' fees in connection with any of the Transaction Documents or the Restructuring Documents, or the consummation of the transactions contemplated therein.

3.29 Power of Attorney.

Except as contemplated in the Transaction Documents, none of the Group Companies has granted any power of attorney or similar power or authorization to any other Person (including any director or shareholder) in respect of its equity interest, voting rights or substantial assets, other than powers of attorney issued to their directors, officers, or employees for purpose of executing contracts or agreements or conducting operations for and on behalf of the Group Companies, as the case may be, in the ordinary course of business.

3.30 No Winding-up; No Insolvency.

None of the Group Companies has engaged in any discussion (i) with any Person or Persons or any representative thereof regarding the consolidation or merger of such Group Company with or into any such Person or Persons; (ii) with any Person regarding the sale, conveyance, or disposition of all or substantially all of the assets of such Group Company, or a transaction or series of related transactions in which more than fifty percent (50%) of the voting power of such Group Company is disposed of, or (iii) regarding any other form of liquidation, dissolution or winding up, of such Group Company. Each Group Company is not bankrupt, insolvent or unable to pay its debts and there is no unfulfilled decree or court order outstanding against it. No Governmental Order has been made or petition presented or resolution passed for the bankruptcy, liquidation, dissolution or winding up (as applicable) of such Group Company, and no process has been levied against such Group Company.

3.31 Disclosure.

Each Warrantor has provided the Investors with all the information regarding the Group Companies requested by the Investors for deciding whether to purchase the Purchased Shares and/or the Warrants and all the information that such Warrantor believes is reasonably necessary to enable the Investors to make such decision. No representation or warranty of the Warrantors contained in this Agreement or any certificate furnished or to be furnished to the Investors at the Closing under this Agreement, and no information set forth in the Disclosure Schedule, when taken as a whole, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. Except as set forth in this Agreement or the Disclosure Schedule, there is no fact that the Warrantors have not disclosed to the Investors in response to the Investors' enquiry and of which any of its officers, directors or executive employees has Knowledge and that has had or would reasonably be expected to have a Material Adverse Effect.

4. REPRESENTATIONS AND WARRANTIES OF THE FOUNDER AND THE CONTROLLING SHAREHOLDER

In addition to those representations and warranties made in Section 3 above, the Founder and the Controlling Shareholder hereby jointly and severally represents and warrants the following to the Investors from the date hereof to the Closing Date (or, if such representations and warranties are made with respect to a certain date, as of such date).

4.1 Conflicting Agreements.

The Founder is not, as a result of the nature of the Business or for any other reason, in violation of (a) any fiduciary or confidential relationship, (b) any term of any Contract or covenant (either with any Group Company or with another entity) relating to employment, Intellectual Property, confidentiality, proprietary information disclosure, non-competition or non-solicitation, or (c) any material respect of any other Contract or Governmental Order binding on the Founder and relating to or affecting the right of the Founder to be employed by or serve as a director or consultant to any Group Company. No such relationship, term, Contract, or Governmental Order conflicts with the Founder's or Controlling Shareholder's obligations to use its best efforts to promote the interests of any Group Company nor does the execution and delivery of this Agreement and other Transaction Documents, nor the Founder's carrying on any Group Company's Business as a director, officer, consultant or Founder of any Group Company, conflict with any such relationship, term, Contract or Governmental Order.

4.2 Litigation.

There is no material Action pending or, to the Founder's Knowledge, threatened against the Founder, and there is no basis for any such material Action.

4.3 Shareholders Agreement.

Except as contemplated by or disclosed in the Transaction Documents or the Restructuring Documents, neither the Founder nor the Controlling Shareholder is a party to or has Knowledge of any agreements, written or oral, relating to the acquisition, disposition, registration under the Securities Act or any equivalent Law in another jurisdiction, or voting, of the Equity Securities of any Group Company.

4.4 Prior Legal Matters.

The Founder has not been (a) subject to voluntary or involuntary petition under any bankruptcy or insolvency Law or the appointment of a receiver, fiscal agent or similar officer by a court for his business or property; (b) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses); (c) subject to any order, judgment, or decree (not subsequently reversed, suspended, or vacated) of any court of competent jurisdiction permanently or temporarily enjoining him from engaging, or otherwise imposing limits or conditions on his engagement in any securities, investment advisory, banking, insurance, or other type of business or acting as an officer or director of a public company; or (d) found by a court of competent jurisdiction in a civil action or by any governmental or regulatory authority to have violated any securities, commodities or unfair trade practices Law, which such judgment or finding has not been subsequently reversed, suspended, or vacated.

4.5 Founder's Intellectual Property Rights.

The Founder has assigned to the Group Companies all Intellectual Property rights owned by the Founder that are related to the Group Companies' Business.

4.6 Non-Compete.

Other than through the Group Companies, the Founder, either on his own account or through any of his Affiliates, or in conjunction with or on behalf of any other Person, does not carry on or is engaged, concerned or interested directly or indirectly whether as shareholder, director, employee, partner, agent or otherwise carries on any business that competes with the Business of the Group Companies. The Founder is not subject to any Contracts or any other obligations which prohibit, restrict or otherwise adversely affect the Founder's investment or involvement in any Group Company.

4.7 No Liabilities and Claims.

Except as otherwise contemplated under the Reorganization Plan, (i) there are no outstanding loans, amounts payable or any other Liabilities between any Group Company, on the one hand, and the Founder or the Controlling Shareholder or any of its Affiliates, on the other hand, and (ii) none of the Founder, the Controlling Shareholder or its Affiliates has, may have or may claim to have any claims, obligations or Liabilities against any Group Company, other than, in each case of clauses (i) and (ii), any salaries and other compensations, business expense advancements and reimbursements in the ordinary course of business consistent with past practice.

4.8 Authorizations.

Each of the Controlling Shareholder and the Founder has all requisite power and authority to execute and deliver the Transaction Documents to which it is a party and to carry out and perform its obligations thereunder. All action on the part of the Controlling Shareholder necessary for the authorization, execution and delivery of the Transaction Documents to which it is a party, and the performance of all obligations of it thereunder, has been taken or will be taken prior to the Closing. This Agreement has been duly executed and delivered by the Controlling Shareholder. This Agreement, each of the other Transaction Documents to which the Controlling Shareholder is a party are, or when executed and delivered by it shall be, valid and legally binding obligations of it, enforceable against it in accordance with its terms, except (i) as limited by applicable Laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

4.9 Holding for Own Account.

Each of the Founder and the Controlling Shareholder holds and has been holding its Equity Securities in the Company solely for his or its own account. He or it is not, nor has he or it been, holding the Equity Securities in the Company, as a nominee or agent, or with a view to the resale or distribution of any part thereof, and he or it does not have any present intention of selling, granting any participation in, or otherwise distributing the same.

4.10 No Other Agreements.

There is no Contract between or among the Founder, the Controlling Shareholder or any of their Affiliates, on the one hand, and any other shareholder or other equity holder of any Group Company or any Affiliate of such shareholder or equity holder, on the other hand, in each case, with respect to the ownership or control of any Group Company or relating to such shareholder or equity holder's investment in such Group Company.

5. REPRESENTATIONS AND WARRANTIES OF THE INVESTORS

Each of the Investors hereby independently and separately, but not jointly, represents and warrants to the Company merely with respect to itself (and not the other Investors), as follows as of the date hereof and the Closing Date:

5.1 Organization and Good Standing.

It is an entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or formation.

5.2 Authorization.

(a) It has all requisite power and authority to execute and deliver the Transaction Documents to which it is a party and to carry out and perform its obligations thereunder. All action on the part of such Investor (and, as applicable, its officers, directors and shareholders) necessary for the authorization, execution and delivery of the Transaction Documents to which it is a party, and the performance of all obligations of such Investor thereunder, has been taken or will be taken prior to the Closing. This Agreement has been duly executed and delivered by such Investor. Each of this Agreement and the other Transaction Documents to which such Investor is a party is, or when executed and delivered by such Investor shall be, valid and legally binding obligations of such Investor, enforceable against such Investor in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(b) The execution and delivery of this Agreement and other Transaction Documents to which it is a party by such Investor do not, and the performance of this Agreement and other Transaction Documents to which it is a party by such Investor and the consummation by such Investor of the transactions as contemplated hereby and thereby will not, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority except for the ODI Approvals (as defined in the Warrants) with respect to the exercise of the Warrants.

5.3 Purchase for Own Account

The Purchased Shares and/or the Warrants purchased by such Investor will be acquired for investment purposes for such Investor's own account or the account of one or more of such Investor's Affiliates, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof.

5.4 Status of Investor.

If applicable to the Company's compliance with U.S. securities Law, such Investor is either (a) an "accredited investor" within the meaning of Securities and Exchange Commission Rule 501 of Regulation D, as presently in effect, under the Securities Act, or (b) not a "U.S. person" as defined in Rule 902 of Regulation S of the Securities Act. Such Investor is not with a view or any present intention toward effecting a distribution, or resale in violation of any applicable securities Laws.

5.5 Sufficiency of Funds.

The Investor will have all funds necessary to consummate the transactions contemplated hereby and pay its portion of the Advanced Investment Funds in accordance with Section 2.6. Such funds will be readily available in RMB for immediate payment without further approval required by any corporate body, third party or Governmental Authority on the date of payment of such Advanced Investment Funds in accordance with Section 2.6. The Investor is not required to obtain debt financing in order to pay its portion of the Advanced Investment Funds or otherwise perform any of its obligation under this Agreement.

6. COVENANTS OF THE WARRANTORS

The Warrantors jointly and severally covenant to each of the Investors as follows:

6.1 Use of Proceeds.

The Company shall use the Advanced Investment Funds and the proceeds received from the issuance, sale and exercise of the Warrants (collectively the "Proceeds") to finance the research and development, business expansion, marketing, working capital and for other general corporate purposes of the Group Companies and the Persons that will become Group Companies pursuant to the Reorganization Plan, and in accordance with the business plan or budget as approved by the Board.

Unless otherwise agreed to in writing by the Investors, or otherwise contemplated in the preceding paragraph, no Proceeds shall be used (i) in the purchase of Equity Securities of any Person other than any Group Companies except for the Persons that may be acquired pursuant to the Reorganization Plan, (ii) in the investment of any Person other than any Group Companies except for investments that may be contemplated under the Reorganization Plan, (iii) in the repayment of any loan or debt of any Group Companies except as otherwise contemplated under the Reorganization Plan, (iv) in the repurchase, redemption or cancellation of Equity Securities of any Group Company held by any shareholders of such Group Company, or (v) in the payments to shareholders, directors or officers of any Group Company outside the ordinary course of business of the Group Companies.

6.2 No Solicitation or Negotiation.

During the period between the date of this Agreement and the earlier of (a) the Closing and (b) the termination of this Agreement, none of the Warrantors shall (and each Warrantor shall cause its representatives, advisors and agents and, as applicable to such Warrantor, its officers, directors and employees, not to) (i) solicit, initiate, consider, encourage or accept any other proposals or offers from any Person (A) relating to any acquisition or purchase of all or any portion of the Equity Securities of any Group Company or assets of any Group Company, (B) to enter into any merger, consolidation or other business combination with any Group Company or the business of any Group Company or (C) to enter into a recapitalization, reorganization or any other extraordinary business transaction involving or otherwise relating to any Group Company or (ii) participate in any discussions, conversations, negotiations and other communications regarding, or furnish to any other Person any information with respect to, or otherwise cooperate in any way, assist or participate in, facilitate or encourage any effort or attempt by any other Person to seek to do any of the forgoing. The Warrantors shall immediately cease and cause to be terminated all existing discussions, conversations, negotiations and such proposal or offer, or any inquiry or other contact with any Person with respect thereto. The Warrantors shall notify the Investors promptly if any such proposal or offer, or any inquiry or other contact with any Person with respect thereto is made and shall, in any such notice to the Investors, indicate in reasonable detail the identity of the Person making such proposal, offer, inquiry or contact and the terms and conditions of such proposal, offer, inquiry or other contact. Each of the Warrantors agrees not to, without the prior written consent of the Investors, release any Person from, or waive any provision of, any confidentiality or standstill agreement to which such Warrantor is a party.

6.3 Conduct of Group Companies Pre-Closing.

Unless otherwise expressly required by this Agreement, during the period between the date of this Agreement and the Closing Date, the Group Companies shall, and the Warrantors shall use their respective reasonable best efforts to cause each of the Group Companies to, carry on their respective businesses in the ordinary course consistent with past practice (which includes implementing the Reorganization Plan in accordance with its terms), and shall comply with its obligations set out in Exhibit I.

6.4 Satisfaction of Condition Precedent.

The Warrantors shall use their respective reasonable best efforts to cause each of the conditions precedent as set forth in Section 7 to be satisfied as soon as reasonably practicable.

6.5 Compliance with Applicable Law.

Each of the Group Companies shall, and the Controlling Shareholder shall cause each of the Group Companies to, in all material respects, comply with all applicable Laws, including applicable PRC Laws relating to retail of refined oil, third-party payment, telecommunication business, insurance intermediary business, medical services, publication, advertisement, culture, Intellectual Property (including software), anti-monopoly, Taxes, employment, Social Welfare and benefits and foreign exchange (including Circular 37 and the foreign exchange procedures governing individuals participating in employee stock option plans as defined in Circular 7 issued by the SAFE on February 15, 2012).

Each of the Group Companies shall, and the Controlling Shareholder shall cause each of the Group Companies to (i) conduct its operations in compliance with Sanctions, and Money Laundering Laws applicable to the Business and (ii) ensure that no officer, director, employee, or agent of the Group Companies is a Prohibited Person.

6.6 Validity of Approvals.

Each of the Group Companies shall, and the Controlling Shareholder shall cause each of the Group Companies to, in all material respects, at all times maintain the validity of, and comply with the legal and regulatory requirements with respect to, the Approvals and Permits that it has obtained and shall be obtained after the Closing for its qualification for its then current or intended Business (other than any portion of the Business that the Company will not maintain as approved pursuant to the Shareholders' Agreement and the Amended M&AA).

6.7 ESOP.

From time to time, the Company may grant options to employees, advisors, officers, and directors of, and consultants to, the Company and other Group Companies pursuant to ESOP, provided that the total number of shares issued or issuable under any such ESOP shall not exceed 6,818,182 Ordinary Shares as proportionally adjusted to reflect any share dividends, share splits, or similar transactions.

6.8 Additional Covenants.

If at any time before the Closing, any of the Warrantors comes to know of any fact or event which (i) shall have been in any way materially inconsistent with any of the representations and warranties given by any of the Warrantors, and/or (ii) shall have caused any material fact as warranted becoming untrue, or inaccurate in material aspects, after the date of this Agreement, and such inconsistency or untruth is not curable, then the Warrantors shall give immediate written notice thereof to the Investors, in which event any Investor may within fifteen (15) Business Days of receiving such notice terminate this Agreement by written notice without any penalty or future obligations whatsoever; provided, however, nothing herein shall relieve the Warrantors from liability for any breach of this Agreement.

6.9 Anti-corruption.

The Company represents that it shall not and shall not permit any of its Subsidiaries or Affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents to promise, authorize, make or cause to be made any payment to, or otherwise contribute any item of value to, directly or indirectly, any Public Official, in each case, in violation of the FCPA, the PRC Anti-Corruption Law or any other applicable Anti-Corruption Laws. The Company further represents that it shall and shall cause each of its Subsidiaries and Affiliates to cease all of its or their respective activities, as well as remediate any actions taken by the Company, its Subsidiaries or Affiliates, or any of their respective directors, officers, managers, employees, independent contractors, representatives or agents in violation of the FCPA, the PRC Anti-Corruption Law or any other applicable anti-bribery or anti-corruption Law. The Company further represents that it shall and shall cause each of its Subsidiaries and Affiliates to maintain systems of internal controls (including, but not limited to, policies, training programs, accounting systems, purchasing systems and billing systems) sufficient to ensure compliance with the FCPA, the PRC Anti-Corruption Law or any other applicable Anti-Corruption Laws. The Company further represents that it shall not permit any Public Official to (i) hold an ownership or other economic interest, direct or indirect, in any of the Group Companies, or (ii) serve as an officer, director or employee of any Group Company.

6.10 Filing of Amended M&AA.

The Company shall file the Amended M&AA with the Registrar of Companies of the Cayman Islands within five (5) days after the Closing and shall provide each Investor a copy of the duly registered Amended M&AA with the official seal affixed by the Registrar of Companies in the Cayman Islands within ten (10) days after the Closing.

6.11 Compliance with Overseas Investment Laws.

The Founder shall comply with the SAFE Rules and Regulations applicable to him in all material respects, including completing all necessary filings or registrations with the relevant local SAFE in connection with the Founder's participation in the investment and operations of the Group Companies and the consummation of the transactions as contemplated by this Agreement and other Transaction Documents, and applying for and complete all necessary filings or registrations (including filing the amendments to the previous registrations under Circular 37) as required by the SAFE Rules and Regulations.

6.12 Legal Compliance of Business.

Following the Closing, each Warrantor shall use its respective reasonable best efforts to take, or cause to be taken, all actions and shall do, or cause to be done, all things that are necessary, desirable or appropriate to develop the Business of the Group Companies in compliance with, in all material respects, legal requirements as may be promulgated by the PRC Governmental Authority from time to time, including but not limited to, as soon as practicable after the Closing, and to the extent necessary, (i) any applicable Group Company shall complete requisite procedures (including making public announcements in electricity exchange centres) with respect to the sales of electricity within the applicable territory in accordance with applicable Laws, and (ii) upon the request of any applicable Governmental Authority, the Group Companies shall, and the Warrantors shall cause the applicable Group Company to, (x) apply for, or otherwise obtain Control over a company which holds, the Payment Business License (支付业务许可证), (y) improve their business processes in connection with online payment element in their businesses, and/or (z) cooperate with commercial banks or other qualified online payment service providers for the purposes of ensuring that any Group Company no longer holds, clears or transfers funds of its users, customers or clients, and the operation of such business is in compliance with applicable Laws in the PRC relating to online payment.

6.13 Intellection Property Protection.

The Group Companies shall establish and maintain appropriate system to protect the Intellectual Property of the Group Companies, and file and prosecute applications for registration and patent and maintain registrations and patents with relevant authorities in respect of any Intellectual Property of the Group Companies, to the extent applicable, in accordance with applicable Laws and regulations. The Group Companies shall, and the Controlling Shareholder shall cause the Group Companies to comply with the Laws in all material respects in respect of the protection of the Intellectual Property and refrain from infringing, misappropriating or otherwise violating, in any manner, any Intellectual Property of other Persons.

6.14 Employee Matters.

The Group Companies shall comply with, in all material respects, applicable Laws with respect to labour and employment, including Laws pertaining to welfare funds, social benefits, medical benefits, insurance, retirement benefits and pensions in a manner appropriate to the business needs of the Group Companies.

6.15 Tax Matters.

The Group Companies shall comply with, in all material respects, applicable Laws with respect to tax, including Laws pertaining to income tax, value added tax and business tax.

6.16 Tax Basis in Relation to an Indirect Transfer.

As of the date hereof, the WFOE has not yet paid its registered capital in full. The Company undertakes to inject all or substantially all of the Proceeds into the registered capital of the WFOE (the "Capital Injection Amount") following the Closing or the exercise of the Warrants (as the case may be), so that in the event of any subsequent sale of Equity Securities in the Company by the Investors, to the extent permitted by the applicable Law, the Investors could be entitled to apply the entire Capital Injection Amount that corresponds to the Investors' purchase price under this Agreement and the Warrant holder's exercise price payable upon exercise of the Warrants, to the Investors' indirect basis in the equity of any Subsidiary of the Company in the PRC with respect to any Tax filing, Tax position and other communication with the relevant PRC Tax Governmental Authorities for purposes of determining any income Tax, capital gains Tax or any other Tax calculated with reference to gains made through the subscription, purchase and sale of the Company's Equity Securities. The Company further undertakes to use reasonable efforts to assist the Investors to communicate with the competent Tax Governmental Authorities and provide any and all information required by competent Tax Governmental Authorities in connection with the filing and payment of any applicable Taxes (if any) with respect to any subsequent sale of Equity Securities in the Company by the Investors.

6.17 Reorganization Plan.

The Warrantors shall use best efforts to implement the transactions under the Reorganization Plan that have not been completed as of the Closing as soon as practicable after the Closing, but in no event later than the date of the submission of prospectus materials for a Qualified IPO.

Notwithstanding the foregoing, no later than one (1) month after the Closing Date, the relevant Group Companies shall, and the Warrantors shall procure such Group Companies to, duly establish Additional WFOEs pursuant to the Laws of PRC in accordance with the Reorganization Plan, and relevant Additional HK Companies shall have acquired and held all the equity interests in the respective Additional WFOEs in accordance with the Reorganization Plan.

6.18 Other Issues in the Disclosure Schedule.

As soon as practicable after the Closing and at any time upon the request of the Investors, the relevant Group Companies shall, to the satisfaction of the Investors, resolve the issues in a practically reasonable manner, which are disclosed in the Disclosure Schedule but not expressly specified as a specific covenant under this Section 6 or a specific condition for any Closing under Section 7.

6.19 Termination.

The provisions under this Section 6 shall terminate upon the earlier of (a) the consummation of a Qualified IPO (as defined in the Amended M&AA) or (b) the date on which all Investors cease to hold any Equity Securities in the Company.

7. CONDITIONS TO INVESTORS' OBLIGATIONS AT THE CLOSING

The obligation of each Investor to purchase the Warrants at the Closing is subject to the fulfilment of each of the following conditions at or prior to the Closing, unless otherwise waived by such Investor:

7.1 Representations and Warranties.

The representations and warranties made by each Warrantor in Section 3 and the representations and warranties made by the Controlling Shareholder in Section 4 shall be true, 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, unless any representations and warranties are made with respect to a specified date, in which case, as of such date.

7.2 Performance of Obligations.

Each Warrantor shall have performed and complied with all covenants, agreements, obligations and conditions contained in the Transaction Documents and the Restructuring Documents that are required to be performed or complied with by it on or before the Closing.

7.3 Proceedings and Documents.

All corporate and other proceedings of the Warrantors in connection with the transactions contemplated hereby at the Closing and all documents incidental to such proceedings shall have been completed or produced, and such Investor shall have received all such counterpart copies of the board and/or shareholders resolutions of each Warrantor.

7.4 Approvals, Consents and Waivers.

Each Warrantor shall have obtained any and all Approvals, if any, necessary for consummation of the transactions contemplated by this Agreement and other Transaction Documents, including the waiver from all existing shareholders or warrant holders of the Group Companies (if applicable) of any anti-dilution rights, rights of first refusal, pre-emptive rights and all similar rights in connection with the issuance of the Warrants and the Reserved Preferred Shares and such waiver is irrevocable.

7.5 Compliance Certificate.

Each Warrantor shall have delivered to such Investor a certificate (together with all potent supporting documents), dated the Closing Date, certifying that the conditions specified in Section 7 have been fulfilled and stating that there shall have been no Material Adverse Effect since the Statement Date.

7.6 Constitutional Documents.

The Amended M&AA shall have been duly adopted by the Company by all necessary corporate action of its shareholders and its Board, and shall have become and remain effective under the Laws of the Cayman Islands, pursuant to which CICC shall be entitled to designate one person as observer to the Board.

7.7 Execution and Delivery of Transaction Documents.

The Company shall have delivered to such Investor the Transaction Documents, other than the Amended M&AA, which shall be duly executed by the Company and/or all the other Parties thereto.

7.8 Internal Approval.

Such Investor shall have received internal approval and authorization for the transactions contemplated hereunder.

7.9 Legal Opinions.

Such Investor shall have received (i) from the Cayman Islands counsel for the Company, an opinion, dated as of the Closing, and (ii) from the PRC counsel for the Company, an opinion, dated as of the Closing, each in form and substance satisfactory to such Investor.

7.10 Due Diligence.

Such Investor shall have completed its legal, financial, commercial, technical and Intellectual Property due diligence investigation and other investigations on the business of the Group Companies to its satisfaction.

7.11 Reorganization

The following procedures and steps of the Reorganization Plan shall have been completed, (a) WFOE shall have acquired and held all the equity interests of Beijing Chezhubang New Energy Technology Co., Ltd.(北京车主邦新能源科技有限公司), (b) WFOE shall have entered into the Restructuring Documents with the Domestic Company and other relevant parties thereto, and the Restructuring Documents shall have taken effect and been binding upon and enforceable by the parties thereto, and (c) Additional HK Companies shall have been duly established and validly existing under the Laws of Hong Kong, and the Company shall have been the sole shareholder of the Additional HK Companies.

7.12 No Material Adverse Effect.

There shall not have been any Material Adverse Effect since the Statement Date. There shall not be on the Closing Date any Governmental Order or any condition imposed under any applicable Law which would, (a) prohibit or restrict (i) the sale and issuance of the Warrants, or (ii) the consummation of the transactions contemplated by this Agreement, (b) subject such Investor to any material penalty or onerous condition under or pursuant to any Law if the Warrants were to be sold and issued hereunder to such Investor or (c) restrict the operation of the Business of any Group Company in a manner that would have a Material Adverse Effect.

8. CONDITIONS TO COMPANY'S OBLIGATIONS AT THE CLOSING

The obligations of the Company under this Agreement to consummate the Closing with respect to any Investor are subject to the fulfilment of each of the following conditions by such Investor at or prior to the Closing, unless otherwise waived by the Company:

8.1 Representations and Warranties.

The representations and warranties of such Investor contained in Section 5 shall be true, 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, unless any representations and warranties are made with respect to a specified date, in which case, as of such date.

8.2 Performance of Obligations.

Such Investor shall have performed and complied with all covenants, agreements, obligations and conditions contained in the Transaction Documents that are required to be performed or complied with by it on or before the Closing.

8.3 Approvals.

Such Investor shall have obtained any and all Approvals necessary for consummation of the transactions contemplated by this Agreement, except the ODI Approvals with respect to the exercise of the Warrant, as applicable.

8.4 Execution of Transaction Documents.

Such Investor shall have executed and delivered to the Company the Transaction Documents to which it is a party.

9. INDEMNIFICATION.

9.1 Each of the Warrantors hereby agrees to jointly and severally indemnify and hold harmless each Investor, and such Investor's Affiliates, shareholders, partners, directors, officers, agents and assigns, from and against any and all Indemnifiable Losses suffered by such Investor, or such Investor's Affiliates, shareholders, partners, directors, officers, agents and assigns (each, an "Indemnified Person"), directly or indirectly, as a result of, or based upon or arising from (i) any breach or violation of, or inaccuracy or misrepresentation in, any representation or warranty made by the Warrantors contained herein or any other Transaction Documents or the Restructuring Documents, or (ii) any breach or violation of any covenant or agreement by the Warrantors contained herein or any other Transaction Documents or the Restructuring Documents. The rights contained in this Section 9 shall not be deemed to preclude or otherwise limit in any way the exercise of any other rights or pursuit of other remedies for the breach of this Agreement or with respect to any misrepresentation. This Section 9 shall survive any termination of this Agreement.

9.2 Without limiting generality of the foregoing, each of the Group Companies hereby agrees to jointly and severally indemnify and hold harmless each Indemnified Person from and against any and all Indemnifiable Loss, directly or indirectly, as a result of, or based upon or arising from:

(a) any Tax Liability of any Group Company not reflected in the Financial Statements or arising out of any failure, whether intentional or not, by any Warrantor to comply with any applicable Laws of the PRC or of any other applicable jurisdiction relating to Tax,

(b) any Liability of any Group Company arising out of any failure, whether intentional or not, by any Warrantor to comply with any applicable Laws of the PRC or of any other applicable jurisdiction relating to Social Welfare,

(c) any business activities of any Group Company at any time from its establishment including any non-compliance with any applicable Laws, and any failure to obtain, renew and keep effective of any requisite Approval or Permit for any Group Company to conduct its Business, and

(d) any Action against the Group Companies due to any event occurred or existed prior to the Closing.

9.3 The indemnification under Section 9.2 shall not be prejudiced by or be otherwise subject to any disclosure (in the Disclosure Schedule or otherwise) and shall apply regardless of whether the Group Companies have any actual or constructive knowledge with respect thereto.

9.4 The representations and warranties made by the Warrantors herein shall survive the Closing for a period of five (5) years, or, if the applicable statute of limitation for the relevant claims expires prior to the end of such five (5)-year period for such statutes of limitation. Such representations and warranties of the Warrantors shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of the Investors. All covenants or agreements shall survive the Closing Date and remain in full force and effect in accordance with their terms.

9.5 Any Indemnified Person seeking indemnification with respect to any Indemnifiable Loss shall give written notice to any of the Warrantors. The Warrantors shall not be liable pursuant to this Section 9 for any Indemnifiable Loss that arise from any individual item, occurrence, circumstance, act or omission (or series of related items, occurrences, circumstances, acts or omissions) unless and until the aggregate amount of Indemnifiable Losses resulting therefrom exceeds US$150,000, after which and in which case the Warrantors shall be liable for the total aggregated amounts of such Indemnifiable Loss back to the first dollar and not for the excess amount only. To the extent permitted by applicable Law, upon and following receipt of the written notice above, the Company shall use best efforts to procure that the profits of each Subsidiary of the Company (including the Major PRC Subsidiaries and other PRC Subsidiaries) for the time being available for distribution shall be paid to the Company by way of dividend if and to the extent that, but for such payment, the Company would not itself otherwise have sufficient profits available to indemnify and hold harmless any Indemnified Person from and against any and all Indemnifiable Loss pursuant to this Section 9 and such written notice above.

9.6 Except for fraud, intentional breach, wilful misconduct and gross negligence, the Founder's accumulative liability to all Indemnified Persons for breaches of the representations and warranties under this Agreement but exclusive of the covenants and undertakings under this Agreement and the other Transaction Documents, shall be limited to the fair market value of the Equity Securities owned or held directly or indirectly by the Founder, or by other parties for the benefit of the Founder (including those held by the Founder's Immediate Family Members of the Founder), in the Group Companies; provided that the fair market value of such Equity Securities shall be the higher of (a) such value determined by an independent appraiser mutually agreed upon by the claiming Investor and the Company; or (b) such value calculated based on the post-money valuation of the latest round of financing of the Company.

9.7 For purpose of clarity, in the event a breach or violation of representations, warranties or covenants made by the Warrantors contained herein or any other Transaction Documents or the Restructuring Documents also constitutes a breach or violation of other agreements by and between the relevant Warrantors and the Indemnified Persons, or their respective Affiliates, the liabilities of the Warrantors should not be duplicated and the Indemnified Persons shall only enforce indemnification liability against the Warrantors under either of these agreements (but not both) with respect to the same loss.

10. MISCELLANEOUS

10.1 Successors and Assigns.

Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto whose rights or obligations hereunder are affected by such terms and conditions. This Agreement, and the rights and obligations hereunder, shall not be assigned without the mutual written consent of the Controlling Shareholder, the Investors and the Company, *provided* that any Investor may assign its rights and obligations hereunder without the written consent of any other Parties to this Agreement (i) prior to or after the Closing, to an Affiliate of such Investor or (ii) after the Closing, to any Person in connection with a transfer of the Warrants that is permitted under the terms of the Shareholders' Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any Party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. A Person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of this Agreement, but this does not effect any right or remedy of a third party which exists or is available apart from the said Ordinance.

10.2 Entire Agreement.

This Agreement, Restructuring Documents, the other Transaction Documents and the schedules and exhibits hereto and thereto, which are hereby expressly incorporated herein by this reference, constitute the entire agreement and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the Parties, with respect to the subject matter hereof.

10.3 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 Parties; (b) when sent by facsimile at the number set forth in the Schedule of Notice attached hereto; (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 Schedule of Notice; or (d) three (3) Business Days after deposit with an overnight delivery service, postage prepaid, addressed to the Parties as set forth in the Schedule of Notice 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 10.3 by giving, the other Parties written notice of the new address in the manner set forth above.

10.4 Amendments and Waivers.

Any term of this Agreement may be amended only with the written consent of all the Parties hereto.

10.5 Delays or Omissions.

No delay or omission to exercise any right, power or remedy accruing to any Warrantor or any Investor, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of such Warrantor or Investor nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or 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 Warrantor or any Investor of any breach or default under this Agreement or any waiver on the part of any Warrantor or any Investor 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 Warrantors and the Investors shall be cumulative and not alternative.

10.6 Finder’s Fees.

Unless otherwise disclosed, each Party hereto (a) represents and warrants to each other Party hereto that it has retained no finder or broker in connection with the transactions contemplated by this Agreement, and (b) 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.

10.7 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.

10.8 Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by electronic signature, signature image or digital signature (including but not limited to portable document format, facsimile or email) by any Party and the Parties consent to the receipt of such counterpart(s) so executed and delivered electronically as if the original had been received. Any Party in executing this Agreement electronically acknowledges that having regard to all the relevant signature is reliable and appropriate for the purpose for which the information contained in this Agreement is communicated.

10.9 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 closely effectuates the Parties' intent in entering into this Agreement.

10.10 Confidentiality and Non-Disclosure.

(a) The terms and conditions of this Agreement, Restructuring Documents and the other Transaction Documents, any term sheet or memorandum of understanding entered into in connection with the transactions contemplated hereby, all exhibits and schedules attached hereto and thereto, the transactions contemplated hereby and thereby, including their existence, and all information furnished by any Party hereto and by representatives of such Party to any other Party hereof or any of the representatives of such Parties (collectively, the "Confidential Information"), shall be considered confidential information and shall not be disclosed by any Party hereto to any third party except in accordance with the provisions set forth below. The obligations of each Party hereto under this Section 10.10 shall survive and continue to be binding upon such Party after the termination of this Agreement.

(b) Notwithstanding the foregoing, the Company and the Investors may disclose (i) the Confidential Information to its current or bona fide prospective investor, Affiliates of the Company and the Investors and their respective directors, officers, employees, bankers, lenders, accountants, legal counsels, business partners or representatives or advisors who need to know such information, in each case only where such persons or entities are informed of the confidential nature of the Confidential Information and are under appropriate nondisclosure obligations substantially similar to those set forth in this Section 10.10, (ii) such Confidential Information as is required to be disclosed pursuant to routine examination requests from Governmental Authorities with authority to regulate such Party's operations, in each case as such Party deems appropriate in its sole discretion, and (iii) the Confidential Information to any Person to which disclosure is approved in writing by the other Parties hereto. Any Party hereto may also provide disclosure in order to comply with applicable Laws, as set forth in Section 10.10(c) below.

(c) Except as set forth in Section 10.10(b) above, in the event that any Party is requested or becomes legally compelled (including pursuant to any applicable Tax, securities, or other Laws and regulations of any jurisdiction or the rules of any stock exchange) to disclose any Confidential Information, such Party (the "Disclosing Party") shall, to the extent legally permitted and reasonably possible, provide the other Parties hereto with prompt written notice of that fact and consult with the other Parties hereto regarding such disclosure. At the request of the other Parties, the Disclosing Party shall, to the extent reasonably possible and with the cooperation and reasonable efforts of the other Parties, seek a protective order, confidential treatment or other appropriate remedy. In any event, the Disclosing Party shall furnish only that portion of the information that is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such information.

(d) Notwithstanding any other provision of this Section 10.10, the confidentiality obligations of the Parties shall not apply to: (i) information which a Party learns from a third party which the receiving Party reasonably believes to have the right to make the disclosure, provided the receiving Party complies with any restrictions imposed by the third party; (ii) information which is rightfully in the receiving Party's possession prior to the time of disclosure by the Disclosing Party and not acquired by the receiving Party under a confidentiality obligation; or (iii) information which enters the public domain without breach of confidentiality by the receiving Party.

10.11 Further Assurances.

Each Party shall from time to time and at all times hereafter make, do, execute, or cause 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.

10.12 Use of Name or Logo of the Investors.

Without the prior written consent of each Investor and whether or not such Investor is then a shareholder of the Company, none of the Warrantors shall use, publish or reproduce the name of such Investor or its trademark or logo in any advertisement, press release, professional or trade publication, marketing or advertising or promotional materials, or in any other manner.

Without prior written consent of CICC, under no circumstance shall any other Party hereto (i) publicly use "中国国际金融股份有限公司", "中金","CICC", "China International Corporation Limited" or any names, tradenames, trademarks, service marks, symbols or any other short names, abbreviations or logos similar to those aforementioned that are owned or used by any Affiliate of CICC, or use the name of the partners or the employees of CICC or any of its Affiliates (but such name that is duplicate and does not refer to the partners or the employees of CICC or any of its Affiliates based on the judgment of good faith, is not subject to this restriction) for advertising, promotion or other purposes; or (ii) directly or indirectly declare that any product or service provided by it have been licensed and supported by CICC or its Affiliates.

10.13 Governing Law.

This Agreement shall be governed by and construed under the Laws of Hong Kong, without regard to principles of conflict of Laws thereunder.

Each of the Parties hereto irrevocably (i) agrees that any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Hong Kong which shall be administered by the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force at the time of the commencement of the arbitration (the "Arbitration Rules"), (ii) waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such arbitration, and (iii) submits to the exclusive jurisdiction of Hong Kong in any such arbitration. There shall be three (3) arbitrators. The claimant shall select one (1) arbitrator, and the respondent shall select one (1) arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be jointly appointed by the claimant and respondent. If either the claimant or the respondent fails to select the third arbitrator or the parties fail to agree on the choice of the third arbitrator, HKIAC shall make the appointment on their behalf. The arbitration shall be conducted in English. The decision of the arbitration tribunal shall be final, conclusive and binding on the Parties to the arbitration. Judgment may be entered on the arbitration tribunal's decision in any court having jurisdiction. The Parties to the arbitration shall each pay an equal share of the costs and expenses of such arbitration, and each Party shall separately pay for its respective counsel fees and expenses; provided, however, that the prevailing Party in any such arbitration shall be entitled to recover from the non-prevailing Party its reasonable costs and attorney fees. The Parties acknowledge and agree that, in addition to contract damages, the arbitrator may award provisional and final equitable relief, including injunctions, specific performance, and lost profits. The validity, construction and interpretation of this dispute resolution clause shall be governed by the Laws of Hong Kong.

10.14 Expenses.

The Group Companies shall pay all of their own costs and expenses incurred in connection with the negotiation, execution, delivery and performance of this Agreement and any other Transaction Documents and the transactions contemplated hereby and thereby, including all legal fees incurred by the Group Companies.

If the Closing does not occur due to the causes that cannot be attributable to the Investors, the Group Companies shall reimburse all reasonable, out-of-pocket documented legal, professional and other third-party fees, costs and expenses incurred by the Investors in connection with the conduct of its industry, legal and financial due diligence and its negotiation, preparation, execution and completion of this Agreement and any other Transaction Documents hereunder and thereunder, which, however, shall be capped at US$100,000.

10.15 Termination of this Agreement.

This Agreement may be terminated at any time prior to the Closing as between the Company and the Investors:

(a) by mutual written consent of the Parties; or

(b) by any Investor (with respect to such Investor only) or the Company, after the ninetieth (90th) day following the execution of this Agreement, by written notice to all the Parties hereto, if the Closing has not occurred on or prior to such date; *provided* that neither Investor may terminate this Agreement pursuant to this Section 10.15(b) if the reason the Closing has not occurred on or prior to such date is due to a breach of this Agreement by such Investor, and the Company may not terminate this Agreement pursuant to this Section 10.15(b) if the reason the Closing has not occurred on or prior to such date is due to a breach of this Agreement by any Warrantor. Such termination under this Section 10.15 shall be without prejudice to any claims for damages or other remedies that any Investor may have under this Agreement or applicable Law.

If this Agreement is terminated pursuant to this Section 10.15, then all provisions of this Agreement will thereupon become void without any Liability on the part of any Party hereto to any other Party hereto except that (x) this Section 10.15, Section 9 and Section 10 will survive any such termination, and (y) nothing herein will relieve any Party from any Liability for any breach hereof occurring prior to such termination nor prejudice the right of any Party to seek indemnification under Section 9 in respect of such breach.

10.16 Supremacy of this Agreement.

If and to the extent that there are inconsistencies between the provisions of this Agreement and those of the Amended M&AA, the terms of this Agreement shall prevail as between the Parties hereto only (with the exception of the Company), who hereby undertake to take all actions necessary or advisable, as promptly as practicable after the discovery of such inconsistency, to amend the Amended M&AA so as to eliminate such inconsistency to the largest extent as permitted by the applicable Law.

10.17 Specific Performance.

Notwithstanding anything to the contrary set forth herein, the Parties acknowledge and agree that irreparable harm may occur for which money damages would not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or otherwise breached. It is accordingly agreed that the Parties shall be entitled to enforce specifically the terms and provisions of this Agreement.

10.18 Cumulative Rights in Transaction Documents.

Except as expressly otherwise stated in the Transaction Documents, all remedies, privileges, rights and benefits of each Investor under the Transaction Documents (or by law or otherwise afforded to such Investor) shall be cumulative and not alternative. Notwithstanding any provisions to the contrary, the execution, delivery and performance of this Agreement shall not prejudice any remedy, privilege, right or benefit of such Investor under any other Transaction Documents or any other Contract or document, and vice versa.

— REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK —

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

THE COMPANY:

Dada Auto Inc.

By: /s/ WANG Yang
Name: WANG Yang
Title: Director

HK COMPANY:

Fleetin HK Limited

By: /s/ DAI Zhen
Name: DAI Zhen
Title: Director

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

WFOE:

Zhejiang Anji Intelligent Electronics Holding Co., Ltd.

(浙江安吉智电控股有限公司) (Seal)

By: /s/ WANG Yang
Name: WANG Yang
Title: Legal Representative

DOMESTIC COMPANY:

Kuaidian Power (Beijing) New Energy Technology Co., Ltd. (快电动力 **(**北京**)** 新能源科技有限公司**)** (Seal)

By: /s/ ZHENG Linyi
Name: ZHENG Linyi
Title: Legal Representative

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

CONTROLLING SHAREHOLDER:

Newlinks Technology Limited

By: /s/ DAI Zhen
Name: DAI Zhen
Title: Director

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

FOUNDER:

DAI Zhen (戴震)

By: /s/ DAI Zhen

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

MAJOR PRC SUBSIDIARIES:

(北京车主邦新能源科技有限公司) (Seal)

By: /s/ DAI Zhen
Name: DAI Zhen
Title: Legal Representative

智电优通科技有限公司 (Seal)

By: /s/ DAI Zhen
Name: DAI Zhen
Title: Legal Representative

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

INVESTOR:

Shenzhen Haiju Xinneng Investment Partnership L.P.

(深圳市海聚新能投资合伙企业 (有限合伙)) (Seal)

By: /s/ LI Shiwei
Name: LI Shiwei
Title: Authorized Signatory

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

INVESTOR:

Anji Zhenwei Liangshan Venture Capital Partnership L.P.

(安吉真为两山创业投资合伙企业 (有限合伙)) (Seal)

By: /s/ WANG Zeqi
Name: WANG Zeqi
Title: Authorized Signatory

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

INVESTOR:

Ningbo Zhenwei Qihang Equity Investment Partnership L.P.

(宁波真为起航股权投资合伙企业 (有限合伙)) (Seal)

By: /s/ LIU Bin
Name: LIU Bin
Title: Authorized Signatory

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

INVESTOR:

CICC (Changde) Emerging Industry Venture Capital Partnership L.P.

(中金(常德)新兴产业创业投资合伙企业 (有限合伙)) (Seal)

By: /s/ SHEN Yuanjiang
Name: SHEN Yuanjiang
Title: Authorized Signatory

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

INVESTORS:

Jiaxing Haohe Equity Investment Partnership L.P.

(嘉兴浩和股权投资合伙企业 (有限合伙)) (Seal)

By: /s/ PAN Xiaofeng
Name: PAN Xiaofeng
Title: Authorized Signatory

SCHEDULE OF NOTICE

EXHIBIT A-1
LIST OF INVESTORS

EXHIBIT A-2
LIST OF PRC SUBSIDIARIES

EXHIBIT B
LIST OF KEY EMPLOYEES

EXHIBIT C
CAPITALIZATION TABLE

EXHIBIT D
DISCLOSURE SCHEDULE

EXHIBIT E
AMENDED M&AA

EXHIBIT F
SHAREHOLDERS' AGREEMENT

EXHIBIT G
ONSHORE INVESTMENT AGREEMENTS

EXHIBIT H
WARRANTS

EXHIBIT I
CONDUCT OF GROUP COMPANIES PRE-CLOSING

EXHIBIT J
REORGANIZATION PLAN

THE SYMBOL "[Redacted]" DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL, AND (II) IS THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL

DADA AUTO INC.

SERIES A SHARE PURCHASE AGREEMENT

Date: January 26, 2022

TABLE OF CONTENTS

EXHIBITS

Schedule of Notice

Exhibit A List of PRC Subsidiaries

Exhibit B List of Key Employees

Exhibit C Capitalization Table

Exhibit D Disclosure Schedule

Exhibit E Amended M&AA

Exhibit F Shareholders' Agreement

Exhibit G Conduct of Group Companies Pre-Closing

Exhibit H Reorganization Plan

THIS SERIES A SHARE PURCHASE AGREEMENT (the "Agreement") is made and entered into as of January 26, 2022 by and among:

(1) Dada Auto Inc., an exempted company duly incorporated and validly existing under the Laws of the Cayman Islands with its registered address at Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the "Company");

(2) Fleetin HK Limited, a company duly incorporated and validly existing under the Laws of Hong Kong with its registered address at Suite 3101, Everbright Centre 108, Gloucester Road, Wanchai, Hong Kong (the "HK Company");

(3) Zhejiang Anji Intelligent Electronics Holding Co., Ltd. (浙江安吉智电控股有限公司), a limited liability company duly incorporated and validly existing under the Laws of the PRC (the "WFOE");

(4) Each of the Major PRC Subsidiaries listed in Part I of Exhibit A;

(5) Kuaidian Power (Beijing) New Energy Technology Co., Ltd. (快电动力（北京）新能源科技有限公司), a limited liability company duly incorporated and validly existing under the Laws of the PRC (the "Domestic Company");

(6) Newlinks Technology Limited, an exempted company duly incorporated and validly existing under the Laws of the Cayman Islands (the "Controlling Shareholder");

(7) DAI Zhen (戴震), a Chinese citizen, ID number [Redacted] (the "Founder"); and

(8) BCPE Nutcracker Cayman, L.P. (the "Investor").

The Company, the HK Company, the WFOE, the Domestic Company, the Major PRC Subsidiaries, the Controlling Shareholder and the Investor may hereinafter collectively be referred to as the "Parties" and respectively referred to as a "Party".

Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings ascribed to them in Section 1.

RECITALS

A. Subject to the terms and conditions set forth in this Agreement, the Company desires to issue and sell to the Investor certain number of series A preferred shares par value of US$0.0001 each of the Company (the "Series A Preferred Shares"), and the Investor intends to subscribe for and purchase such Series A Preferred Shares from the Company.

B. The Parties intend to enter into this Agreement and make the respective representations, warranties, covenants and agreements set forth herein.

1. DEFINITIONS.

1.1 Certain Defined Terms.

For purposes of this Agreement:

"Action" means any notice, charge, claim, action, demand, complaint, petition, investigation, suit or other proceeding, whether administrative, civil or criminal, whether at law or in equity, and whether or not before any mediator, arbitrator or Governmental Authority.

"Additional HK Companies" means the Hong Kong companies that shall have been established by the Company prior to the Closing Date in accordance with the Reorganization Plan and Section 7.11 of this Agreement.

"Additional WFOEs" means the wholly foreign owned enterprises that the relevant Additional HK Companies will establish under the Laws of PRC after the Closing Date in accordance with the Reorganization Plan and Section 6.17 of this Agreement.

"Affiliate" means, (a) with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person; and (b) in the case of an individual, shall include immediate family members of such individual (including his spouse, child, brother, sister, parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, collectively, his "Immediate Family Members"), and trustee of any trust in which such individual or any of his Immediate Family Members is a beneficiary or a discretionary object, or any entity or company Controlled by any of the aforesaid persons. In the case of an Investor, the term "Affiliate" also includes (v) any direct or indirect shareholder of such Investor, (w) any of such shareholder's or such Investor's general partners or limited partners, (x) the fund manager managing or advising such shareholder or such Investor (and general partners, limited partners and officers thereof) and other funds managed or advised by such fund manager, (y) trusts controlled by or for the benefit of any such Person referred to in (v), (w) or (x), and (z) any fund or holding company formed for investment purposes that is promoted, sponsored, managed, advised or serviced by such Investor. For the avoidance of doubt, the Investor shall not be deemed to be an Affiliate of any Group Company.

"Approval" means any approval, license, permit, authorization, release, order, consent or franchise required to be obtained from, or any registration, qualification, certificate, designation, declaration, filing, notice, statement or other communication required to be filed with or delivered to, any Governmental Authority or any other Person, or any waiver of any of the foregoing.

"Benefit Plan" means any deferred compensation agreement, bonus plan, incentive plan, profit sharing plan, retirement agreement or other employment compensation agreement or any other plan established or maintained by any Group Company (or any predecessor of a Group Company) which provides or provided benefits for any employee of any Group Company or with respect to which contributions are or have been made by any Group Company on account of an employee of any Group Company.

"Business Day" means any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks are required or authorized by Laws to be closed in the PRC or the Cayman Islands.

"Business" means the business any Group Company conducts or proposes to conduct from time to time.

"Captive Structure" means the structure under which the WFOE Controls Domestic Company through the Restructuring Documents and the financial statements of Domestic Company will be fully consolidated with those of the Company and the WFOE in accordance with the applicable accounting standards.

"CFC" means a controlled foreign corporation as defined in the Code.

"Charter Documents" means, as to a Person, such Person's certificate of incorporation, formation or registration (including, if relevant, certificates of change of name), memorandum of association, articles of association or incorporation, charter, by-laws, trust deed, trust instrument, joint venture or shareholders' agreement or equivalent documents, and business license, in each case as amended; and means, as to PRC limited liability companies, the business license, articles of association, shareholders' agreement or equivalent documents.

"Circular 37" means the Circular 37, issued by SAFE on July 4, 2014, titled "Circular on Issues concerning Foreign Exchange Administration over the Overseas Investment and Financing and Round-trip Investment by Domestic Residents via Special Purpose Vehicles (关于境内居民通过特殊目的公司境外投融资及返程投资外汇管理有关问题的通知)", effective as of July 4, 2014, and any implementation successor rule or regulation under the PRC Law, and in each case, as amended.

"CICC" means CICC (Changde) Emerging Industry Venture Capital Partnership L.P. (中金（常德）新兴产业创业投资合伙企业（有限合伙）).

"Code" means the Internal Revenue Code of 1986, as amended.

"Contract" means, as to any Person, any contract, agreement, undertaking, understanding, indenture, note, bond, loan, instrument, lease, mortgage, deed of trust, franchise, or license to which such Person is a party or by which such Person or any of its property is bound, whether oral or written.

"Control" of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of more than fifty percent (50%) of the board of directors of such Person; the term "Controlled" and "Controlling" have the meaning correlative to the foregoing.

"Contributed Assets" means the Transferred Assets, the Transferred Contracts, and the Transferred Employees.

"Disclosure Schedule" means the Disclosure Schedule attached to this Agreement as Exhibit D, dated as of the date hereof delivered by the Warrantors to the Investor on the date hereof in connection with this Agreement. Notwithstanding anything to the contrary contained in the Disclosure Schedule or in this Agreement, the information and disclosures contained in any section of the Disclosure Schedule shall be deemed to be disclosed and incorporated by reference in any other section of the Disclosure Schedule as though fully set forth in such other section for which the applicability of such information and disclosure is reasonably apparent on the face of such information or disclosure.

"Domestic Resident" has the meaning set forth in Circular 37 and/or other Law related to Circular 37.

"Equity Securities" means, with respect to a Person, any shares, share capital, registered capital, ownership interest, equity interest, or other securities of such Person, and any option, warrant, or right to subscribe for, acquire or purchase any of the foregoing, or any other security or instrument convertible into or exercisable or exchangeable for any of the foregoing, or any equity appreciation, phantom equity, equity plans or similar rights with respect to such Person, or any Contract of any kind for the purchase or acquisition from such Person of any of the foregoing, either directly or indirectly.

"Fully Diluted Basis" means the calculation is to be made assuming the exercise of all options, warrants or other securities that are convertible, exercisable or exchangeable into Company's shares and the conversion of all outstanding Preferred Shares (or would be outstanding assuming full exercise of all options, warrants or other securities that are convertible, exercisable or exchangeable into Company's Preferred Shares) into Company's Ordinary Shares.

"Governmental Authority" means any nation or government, or any federation, province or state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the PRC, the Cayman Islands, Hong Kong or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

"Governmental Order" means any applicable order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any Governmental Authority.

"Group Companies" means the Company and its Subsidiaries (including the HK Company, the WFOE, the Domestic Company, the PRC Subsidiaries, each Person (except individuals) Controlled by the Company and their respective Subsidiaries from time to time), and "Group Company" means any of them, unless otherwise specified in this Agreement. For the avoidance of doubt, "Group Companies" shall include the Additional WFOEs and the Additional HK Companies (upon their incorporation or establishment under the Laws of applicable jurisdictions).

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"IFRS" means the International Financial Reporting Standards promulgated by the International Accounting Standards Board (IASB) (which includes standards and interpretations approved by the IASB and International Accounting Principles issued under previous constitutions), together with its pronouncements thereon from time to time, and applied on a consistent basis.

"Indemnifiable Loss" means, with respect to any Person, any action, claim, cost, damage, diminution in value, disbursement, expense, liability, loss, obligation, penalty, settlement, or suit of any kind or nature, together with all interest, penalties, and reasonable and documented legal, accounting and other professional fees and expenses incurred in the investigation, collection, prosecution and defense of claims and amounts paid in settlement, that have been actually imposed on or otherwise actually incurred or suffered by such Person, whether directly or indirectly.

"Intellectual Property" means any and all intellectual property, industrial property and proprietary rights in any jurisdiction throughout the world, including: (a) patents, all patent rights and all applications therefor and all reissues, reexaminations, continuations, continuations-in-part, divisions, and patent term extensions thereof, (b) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (c) registered and unregistered copyrights, copyright registrations and applications, author's rights, moral rights, mask works, copyrightable works, and works of authorship (including artwork of any kind and software of all types in whatever medium, inclusive of computer programs, and related documentation), (d) domain names and social media accounts, and any part thereof, (e) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications for parts and devices, quality assurance and control procedures, design tools, manuals, research data concerning historic and current research and development efforts, and confidential information, including the results of successful and unsuccessful designs, databases and proprietary data, (f) proprietary processes, technology, engineering, formulae, algorithms and operational procedures, (g) trade names, corporate names, trade dress, trademarks, service marks, other indicia of source, origin or quality, and registrations and applications therefor, and (h) the goodwill of the business symbolized or represented by the foregoing, customer lists and other proprietary information and common-law rights.

"Key Employees" means the key employees of the Group Companies listed in Exhibit B, and each a "Key Employee".

"Knowledge" including the phrase "to the best Knowledge of the Warrantors" or "to the Knowledge of the Warrantor" means, (i) with respect to a Warrantor that is an individual, the actual knowledge of such Warrantor, and that knowledge which should have been acquired by such individual after making such due inquiry and exercising such due diligence as a prudent business person would have made or exercised in the management of his or her business affairs, and (ii) with respect to a Warrantor that is an institution, the Warrantor will be deemed to have Knowledge of a particular fact or other matter if any of its officers at the department head level or above, directors, Key Employees, consultants and professional advisers (including attorneys, accountants and auditors and to the extent of such individuals who are principally responsible for handling current matters for the Group Companies) is actually aware of such fact or other matter or should have become aware of such fact or other matter after making such due inquiry and exercising such due diligence as a prudent business person would have made or exercised in the management of his or her business affairs, and where any statement in the representations and warranties hereunder is expressed to be given or made to a Person's Knowledge, or so far as a party is aware, or is qualified in some other manner having a similar effect, the statement shall be deemed to be supplemented by the additional statement that such party has made such due inquiry and due diligence.

"Law" or "Laws" means any constitutional provision, statute or other law, rule, regulation, official policy or interpretation of any Governmental Authority and any Governmental Order.

"Liabilities" means, with respect to any Person, all debts, obligations, liabilities owed by such Person of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due.

"Lien" means any mortgage, pledge, claim, security interest, encumbrance, title defect, lien, charge, easement, adverse claim, restrictive covenant, or other restriction or limitation of any kind whatsoever, including any restriction on the use, voting, transfer, receipt of income, or exercise of any attributes of ownership.

"Material Adverse Effect" means any (a) event, occurrence, fact, condition, change or development that has had, has, or would reasonably be expected to have a material adverse effect on the business, properties, assets, results of operations, condition (financial or otherwise), prospects or liabilities of the Group Companies taken as a whole, (b) material impairment of the ability of any Warrantor to perform its obligations under any Transaction Document or the Restructuring Documents that are material to the transactions contemplated therein, or (c) material impairment on the validity or enforceability of the Transaction Documents or the Restructuring Documents against the Warrantors which are a party thereto; provided, however, that in no event shall any change or event generally affecting the economic, financial market or political conditions in which the Group Companies operate be deemed to constitute a Material Adverse Effect unless such event has had a disproportionate impact on the Group Companies compared to other companies that operate in the territories or industries in which the Group Companies operate.

"MIIT" mean the Ministry of Industry and Information Technology of the PRC, including its local counterparts.

"MOFCOM" means the Ministry of Commerce of the PRC, including its local counterparts.

"NDRC" means the National Development and Reform Commission of the PRC, including its local counterparts.

"Ordinary Shares" means the ordinary shares in the capital of the Company with a par value of US$0.0001 per share.

"PBOC" means the People's Bank of China or any of its local branches.

"Person" means any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

"PFIC" means a passive foreign investment company as defined in the Code.

"PRC Anti-Corruption Law" means any Laws, regulations, rules, provisions, implementation regulations, orders, notices, guidance and procedures issued by legislators and/or empowered Governmental Authorities of the PRC, that are effective and are amended from time to time, regulating corruption, governmental bribery, commercial and private bribery, bribery facilitation, unfair-competition, unlawful solicitation and any other related activity or conduct, which includes, but is not limited to, the Criminal Law of the People's Republic of China, the Anti-Unfair Competition Law of the People's Republic of China, the Interim Provisions on the Prohibition of Commercial Bribery, the Implementation Measures for the Code of Ethics for Officials of the Communist Party of China, the rules and procedures set by the Supreme People's Court of the People's Republic of China and the Supreme People's Procuratorate of the People's Republic of China, and the rules and procedures of the Commission for Discipline Inspection of the Central Committee of the Chinese Communist Party and its local counterparts.

"PRC Companies" means the WFOE, the Domestic Company, and the PRC Subsidiaries.

"PRC Subsidiaries" means the entities listed in Exhibit A.

"PRC GAAP" means the generally accepted accounting principles in the PRC in effect from time to time.

"PRC" means the People's Republic of China but solely for purposes of this Agreement, does not include Hong Kong, the Macau Special Administrative Region and Taiwan.

"Preferred Shares" means the Series A Preferred Shares.

"Public Official" means (a) any employee or official of any Governmental Authority, including any employee or official of any entity owned or controlled by a Governmental Authority, (b) any employee or official of a political party, (c) any candidate for political office or his employee or associate, (d) any employee or official of an international organization, or (e) any person who acts in an official capacity for or on behalf of any of the foregoing.

"Reorganization Plan" means the transactions for the transfer of the Contributed Assets to the Group Companies from third parties and from other Subsidiaries of the Controlling Shareholder.

"Restructuring Documents" means the restructuring documents executed by the WFOE, the Domestic Company, the shareholders of the Domestic Company and other relevant parties on January 5, 2022, which includes the Exclusive Business Cooperation Agreement, Equity Interest Pledge Agreement, Exclusive Option Agreement and Power of Attorney.

"RMB" means Renminbi, the lawful currency of the PRC.

"SAFE" means the State Administration of Foreign Exchange of the PRC, including its local counterparts.

"SAMR" means the State Administration for Market Regulation of the PRC, including its local counterparts.

"Securities Act" means the U.S. Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder.

"Statement Date" means July 31, 2021.

"Subsidiary" means, with respect to a specific entity, (i) any entity (x) more than fifty percent (50%) of whose shares or other interests entitled to vote or (y) more than fifty percent (50%) of whose interests in the profits or capital of such entity are owned or Controlled directly or indirectly by the subject entity or through one (1) or more Subsidiaries of the subject entity; (ii) any entity whose assets, or portions thereof, are consolidated with the net earnings of the subject entity and are recorded on the books of the subject entity for financial reporting purposes in accordance with PRC GAAP, U.S. GAAP or IFRS; or (iii) any entity with respect to which the subject entity has the power to otherwise direct the business and policies of that entity directly or indirectly. For the avoidance of doubt, the Subsidiaries of the Company shall include the HK Company, the WFOE, the Domestic Company, the PRC Subsidiaries, the Additional HK Companies and the Additional WFOEs (upon their incorporation or establishment under the Laws of applicable jurisdictions) and any other Subsidiary to be established by any of them from time to time.

"Tax Return" means any return, declaration, report, estimate, claim for refund, claim for extension, information return, or statement relating to any Tax, including any schedule or attachment thereto.

"Tax" means any national, provincial or local income, sales and use, excise, franchise, real and personal property, gross receipt, capital stock, production, business and occupation, disability, employment, payroll, severance or withholding tax or any other type of tax, levy, assessment, custom duty or charge imposed by any Governmental Authority, any interest and penalties (civil or criminal) related thereto or to the non-payment thereof, and any loss or tax Liability incurred in connection with the determination, settlement or litigation of any Liability arising therefrom.

"Transaction Documents" means this Agreement, the Amended M&AA, the Shareholders' Agreement, the Restructuring Documents, the exhibits attached to any of the foregoing and each of the agreements and other documents otherwise required in connection with implementing the transactions contemplated by any of the foregoing.

"Transferred Assets" means all the assets (whether tangible and intangible, including without limitation the Intellectual Property), which are not currently owned by any Group Company that are wholly attributable to the Business and set forth with particularity in the Reorganization Plan.

"Transferred Contracts" means all the Contracts, which were not previously signed by any Group Company that are wholly attributable to the Business and set forth with particularity in the Reorganization Plan.

"Transferred Employees" means all the employees, who are not currently employed by a Group Company but who will be employed by a Group Company as set forth with particularity in the Reorganization Plan.

"U.S." means the United States of America.

"U.S. GAAP" means the generally accepted accounting principles in the

U.S. in effect from time to time.

"US$" or "$" means the lawful currency of the U.S.

"Warrants" means certain warrants to be issued by the Company to certain investors, pursuant to which and under the conditions provided therein the investors are granted with warrants to acquire 9,354,953 Series A Preferred Shares.

1.2 Definitions.

The following terms have the meanings set forth in the Sections set forth below:

Agreement	Preamble
Amended M&AA	Section 2.1
Anti-Corruption Laws	Section 3.18(d)
Arbitration Rules	Section 10.13
Board	Section 3.2(a)
Capital Injection Amount	Section 6.16
Closing	Section 2.2
Closing Date	Section 2.2
Company	Preamble
Confidential Information	Section 10.10(a)
Conversion Shares	Section 3.2(c)
Disclosing Party	Section 10.10(c)
Domestic Company	Preamble
ESOP	Section 3.2(a)(iii)
FCPA	Section 3.18(d)
Financial Statements	Section 3.13(a)
HK Company	Preamble
HKIAC	Section 10.13
Immediate Family Members	Section 1.1
Indemnified Person	Section 9.1
Investor	Preamble
Material Contracts	Section 3.17(a)
Money Laundering Laws	Section 3.20
Party or Parties	Preamble
Permits	Section 3.22
Per Share Purchase Price	Section 2.1
Purchase Price	Section 2.1
Purchased Shares	Section 2.1
Proceeds	Section 6.1
Prohibited Person	Section 3.19(a)

Related Party	Section 3.24
Related Party Contract	Section 3.24
Representatives	Section 3.18(d)
Sanctioned Country	Section 3.19(a)(ii)
Sanctions	Section 3.19(a)(i)
Shareholders' Agreement	Section 2.1
Series A Preferred Shares	Recitals
Social Welfare	Section 3.26(c)
Warrantor or Warrantors	Section 3
WFOE	Preamble

1.3 Interpretation and Rules of Construction.

In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

(a) when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated;

(b) the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

(c) whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation";

(d) the words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(e) all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;

(f) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

(g) references to a Person are also to its successors and permitted assigns;

(h) the use of "or" is not intended to be exclusive unless expressly indicated otherwise;

(i) any reference to a contract or document is to that contract or document as amended, novated, supplemented, restated or replaced from time to time; and

(j) if any rights or obligations under this Agreement fall on a day or date which is not a Business Day, such rights or obligations shall instead fall on the next succeeding Business Day after such stated day or date.

2. SALE AND PURCHASE, CLOSING

2.1 Subscription of Preferred Shares.

As of the Closing, the Company shall issue and sell to the Investor, pursuant to the terms and conditions of this Agreement, a total of 568,182 Series A Preferred Shares (the "Purchased Shares"), for an aggregate purchase price of US$5,000,000 (the "Purchase Price"), at a per share purchase price of US$8.8000 (the "Per Share Purchase Price"), each having the rights, preferences, privileges and restrictions set forth in the Third Amended and Restated Memorandum and Articles of Association of the Company attached hereto as Exhibit E (the "Amended M&AA") and the Amended and Restated Shareholders' Agreement attached hereto as Exhibit F (the "Shareholders' Agreement").

2.2 Closing.

The consummation of the purchase and sale of the Purchased Shares shall be conducted remotely by exchange of documents and signatures, on a date no later than fifteen (15) Business Days after the fulfilment or waiver of the conditions to the Closing as set forth in Section 7 and Section 8 respectively, or at such other place and time as the Company and the Investor may mutually agree upon (the "Closing", and the date of the Closing, the "Closing Date").

2.3 Pre-Money Valuation.

The Purchase Price and the Per Share Purchase Price payable by the Investor for purchasing the Purchased Shares represents a pre-money valuation of the Company equal to US$500,000,000, including 6,818,182 Ordinary Shares reserved under the ESOP but excluding the Series A Preferred Shares to be issued pursuant to the Warrants.

2.4 Deliverables by the Company at the Closing.

Subject to Sections 7 and 8, prior to or at the Closing, the Company shall deliver the following items to the Investor:

(a) the counterparts of each Transaction Document duly executed by each of the parties thereto (other than the Investor);

(b) the certified true copies of the board and/or shareholders resolutions of each Warrantor approving, among other things, the transactions contemplated by this Agreement and any other Transaction Documents to which it is a party;

(c) a copy of updated register of members of the Company dated as of the Closing Date, reflecting the issuance of the Purchased Shares to the Investor;

(d) scanned copies of duly executed share certificates representing the Purchased Shares subscribed for by the Investor at the Closing, original copies of which shall be delivered to the Investor after the Closing; and

(e) a compliance certificate dated as of the Closing signed by each Warrantor or a duly authorized representative of each Warrantor, as applicable, certifying that all of the conditions set forth in Section 7 have been fulfilled.

2.5 Deliverables by the Investor at the Closing.

Subject to the satisfaction or waiver of all the conditions set forth in Section 7 below and against the delivery of applicable items set forth in Section 2.4 above, on the Closing Date, the Investor shall pay the Purchase Price by wire transfer of United States dollars in immediately available funds to the bank account as designated in writing by the Company.

3. REPRESENTATIONS AND WARRANTIES OF THE WARRANTORS

Each of the Founder, the Controlling Shareholder, the Company, the HK Company, the WFOE, the Domestic Company and the Major PRC Subsidiaries (collectively the "Warrantors" and each a "Warrantor") hereby jointly and severally represents and warrants to the Investor that, except as set forth in the Disclosure Schedule, which exceptions shall be deemed to be part of the representations and warranties made hereunder, each of the statements contained in this Section 3 is true, accurate and complete from the date hereof to the Closing Date (unless otherwise specified) hereunder (or, if such representations and warranties are made with respect to a certain date, as of such date).

3.1 Organization, Good Standing and Qualification.

Each Group Company is duly organized, validly existing and in good standing (or equivalent status in the relevant jurisdiction) under, or by virtue of, the Laws of the jurisdiction of its incorporation or establishment. Each Group Company has all requisite legal and corporate power and authority to own, lease and operate its properties and assets and to carry on the Business, and is duly qualified to transact business in each jurisdiction in which the failure to so qualify would reasonably be expected to result in a Material Adverse Effect. Each of the Company and the HK Company was formed solely to acquire and hold the equity interests in the other Group Companies and since its formation has not engaged in any other business and has not incurred any Liability. No order has been made or petition presented or resolution passed for the winding up, liquidation or dissolution of any Group Company and no distress, execution or other process has been levied on any Group Company's assets.

3.2 Capitalization.

Immediately prior to the Closing (but after giving effect to the adoption of the Amended M&AA, which will become effective on the Closing Date), the authorized share capital of the Company consists of the following:

(a) Ordinary Shares. 490,076,865 Ordinary Shares, par value US$0.0001 per share, of which:

(i) 50,000,000 shares are issued and outstanding;

(ii) 9,923,135 shares are reserved for issuance upon conversion of the Series A Preferred Shares; and

(iii) 6,818,182 shares are reserved for issuance to the selected employees and members of the Group Companies' management team as approved by the board of directors of the Company (the "Board") pursuant to the Company's employee share option plan (or any equivalent equity incentive program or arrangement) (the "ESOP") adopted by the Company.

(b) Series A Preferred Shares. 9,923,135 Series A Preferred Shares, par value US$0.0001 per share, none of which are issued and outstanding.

(c) Options, Warrants, Reserved Shares. The Company has reserved sufficient Ordinary Shares for issuance (i) upon the conversion of the Preferred Shares, and (ii) pursuant to ESOP (collectively, the "Conversion Shares"). The Company has reserved sufficient Preferred Shares for issuance upon the exercise of the Warrants. Except (i) as described above and (ii) as contemplated under the Transaction Documents, there are no options, warrants, conversion privileges or other rights, or agreements with respect to the issuance thereof, presently outstanding to purchase any of the Equity Securities of the Group Companies. Apart from the exceptions noted in this Section 3.2 and the Transaction Documents, no shares (including the Ordinary Shares and Series A Preferred 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 pre-emptive rights, rights of first refusal or other rights to purchase such shares (whether in favor of the Company or any other Person).

(d) Section 3.2(d) of the Disclosure Schedule completely and accurately lists, as of (i) immediately prior to the Closing; (ii) immediately after the Closing, the outstanding and authorized Equity Securities of each Group Company, and the record and beneficial holders thereof.

(e) The registered capital of the Domestic Company has been timely paid in accordance with the PRC Law and its articles of association as of the date hereof.

(f) All presently outstanding Equity Securities of each of the Company or the HK Company were duly and validly issued (or subscribed for) in compliance with all applicable Laws, pre-emptive rights of any Person, and applicable Contracts, and are fully paid and non-assessable. All share capital of each Group Company is and as of the Closing shall be free and clear of any and all Liens or other third-party rights, claims or interests (except as provided under the Transaction Documents). Except as contemplated under the Transaction Documents, there are no

(a) resolutions pending to increase the share capital of any Group Company or cause the liquidation, winding up, or dissolution of any Group Company or (b) dividends which have accrued or been declared but are unpaid by any Group Company.

(g) Other than the Transaction Documents, no Group Company's Contracts relating to its Equity Securities that are subject to any vesting schedule provides for acceleration of vesting (or lapse of a repurchase right) or other changes in the vesting provisions or other terms of such agreement or understanding upon the occurrence of any event or combination of events. Other than those contemplated in the Transaction Documents, no Group Company has ever adjusted or amended the exercise price of any share options previously awarded (if any), whether through amendment, cancellation, replacement grant, repricing, or any other means.

(h) After giving effect to the transactions contemplated in the Transaction Documents, except as provided in the Shareholders' Agreement, the Company has not granted or agreed to grant any person or entity any registration rights (including piggyback registration rights).

3.3 Subsidiaries.

Section 3.3 of the Disclosure Schedule sets forth a complete structure chart showing the Group Companies, and indicating the ownership and Control relationships among all Group Companies, the Controlling Shareholder and other shareholders (if any). The Company is the sole legal and beneficial owner of the HK Company free and clear of any and all Liens or other third-party rights, claims or interests, and the HK Company is the sole legal and beneficial owner of the WFOE free and clear of any and all Liens or other third-party rights, claims or interests. Except for the Restructuring Documents, there is no agreement among the Controlling Shareholder or any Group Company, on one hand, and any Group Company, any other shareholder of any Group Company and/or any other Person, on the other hand, with respect to the ownership or Control of any of the Group Companies. No Group Company currently owns or Controls, directly or indirectly, any interest or share in any other Person (other than another Group Company) or is currently a participant in any joint venture, partnership or similar arrangement. No Group Company is obligated to make any investment in or capital contribution in or on behalf of any other Person. Other than the Warrants, no Group Company has or is bound by any outstanding subscriptions, options, warrants, calls, commitments, rights agreements or agreements of any character calling for it to issue, deliver or sell, or cause to be issued, delivered or sold, any of its Equity Securities. Other than the Transaction Documents, there are no outstanding contractual obligations of any Group Company to repurchase, redeem or otherwise acquire any of its Equity Securities.

3.4 PRC Companies.

Except as disclosed in Section 3.4 of the Disclosure Schedule:

(a) The registered capital of the WFOE is fully paid as required under its articles of association and one hundred percent (100%) of the equity interest of the WFOE is duly vested in the HK Company as the sole investor in and owner of the WFOE in accordance with applicable PRC Law.

(b) One hundred percent (100%) of the equity interests of each PRC Company is duly vested in its shareholders as its sole investors and owners in accordance with applicable PRC Law.

(c) Except as provided under the Restructuring Documents, there are no outstanding rights, or commitments made by each of the PRC Companies to issue or sell or any of its investors and owners, to purchase any equity interest in each of the PRC Companies.

(d) Except as contemplated under the Transaction Documents, there are no bonds, debentures, notes or other indebtedness of any of the PRC Companies having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of equity interests of each of the PRC Companies may vote.

(e) Each of the WFOE and the Domestic Company has operations in its respective registered office.

(f) The incorporation documents relating to each of the PRC Companies are valid and have been duly approved or issued (as applicable) by the appropriate PRC authorities and are valid and in full force.

(g) Except as disclosed in Section 3.4(g) of the Disclosure Schedule, all material Approvals from Governmental Authorities required for the qualifications of each PRC Companies for its Businesses under PRC Laws as currently operated, or contemplated to be operated, have been duly obtained from the appropriate PRC authorities and are in full force and effect.

(h) All filings and registrations with the PRC Governmental Authorities required in respect of each of the PRC Companies and its operations, including MOFCOM, SAMR, SAFE, MIIT, PBOC, the supervision and administration department of safety in production, tax bureau, customs authorities, product registration authorities and health regulatory authorities, as applicable, have been duly completed, in all material respects, in accordance with the relevant Laws.

(i) None of the PRC Companies has received any letter or notice from any relevant Governmental Authority notifying each of the PRC Companies of the revocation of any Approvals from Governmental Authorities issued to it for non-compliance or the need for compliance or remedial actions in respect of the activities carried out directly or indirectly by each of the PRC Companies.

(j) No Group Company has any reason to believe that any Approvals from Governmental Authorities requisite for the conduct of any part of each of the PRC Companies' Business which are subject to periodic renewal will not be granted or renewed by the relevant PRC Governmental Authorities.

(k) With respect to any land use right, building, property and investment held or leased by each of the PRC Companies, it has exclusive, full and unimpaired legal and beneficial ownership of its rights, leasehold interests, property and investments free from any mortgages or security interests of any nature, third party rights, conditions, orders or other restrictions and has obtained all necessary Approvals and effected all necessary registrations with Government Authorities with respect thereto.

(l) All applicable Laws with respect to the opening and operation of foreign exchange accounts and foreign exchange activities of each of the PRC Companies have been fully complied with in all material respects, and all requisite Approvals from the SAFE in relation thereto have been duly obtained.

(m) With regard to employment and staff or labour management, each of the PRC Companies has complied in material respects with all applicable PRC Laws, other than Laws pertaining to Social Welfare, with regard to which each of the PRC Companies has complied with all such Laws, except for any such failure to comply with Laws pertaining to Social Welfare that would not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect.

(n) There are no outstanding stock options with respect to each of the PRC Companies.

3.5 Restructuring Documents.

(a) The execution, delivery and performance by each and all of the Warrantors of their respective obligations under each and all of the Restructuring Documents, and the consummation of the transactions contemplated thereunder, do not and will not result in any violation of their respective Charter Documents or any applicable PRC Laws.

(b) Each Restructuring Document is, and all the Restructuring Documents taken as a whole are, legal, valid, enforceable and admissible as evidence under PRC Laws, and constitute the legal and binding obligations of the relevant parties.

(c) As of the Closing Date, the WFOE shall have effective control of the Domestic Company and is the sole beneficiary of the Domestic Company, such that the financial statements of the Domestic Company can be consolidated with those of the other Group Companies in accordance with the applicable accounting principles. There have been no disputes, disagreements, claims or any legal proceedings of any nature, raised by any Governmental Authority or any other party, pending or, to the Knowledge of the Warrantors, threatened against or affecting any of the Company, WFOE or the Domestic Company that: (i) challenge the validity or enforceability of any part or all of the Restructuring Documents taken as whole; (ii) challenge the Captive Structure as set forth in the Restructuring Documents; (iii) claim any ownership, share, equity or interest in WFOE or the Domestic Company, or claim any compensation for not being granted any ownership, share, equity or interest in WFOE or the Domestic Company; or (iv) claim any of the Restructuring Documents or the Captive Structure thereof or any arrangements or performance of or in accordance with the Restructuring Documents was, is or will violate any PRC Laws.

3.6 Due Authorization.

Each Warrantor has all requisite power and authority to execute and deliver the Transaction Documents to which it is a party and to carry out and perform its obligations thereunder. All action on the part of each Warrantor (and, as applicable, its officers, directors and shareholders) necessary for the authorization, execution and delivery of the Transaction Documents to which it is a party, the performance of all obligations of each Warrantor thereunder, and, in the case of the Company, the authorization, issuance (or reservation for issuance), sale, transfer and delivery of the Purchased Shares and the Conversion Shares issuable upon conversion of the Series A Preferred Shares, will be taken at the Closing pursuant to Section 2.2. The Company has, prior to the date hereof, obtained irrevocable waivers from all existing shareholders or warrant holders of the Company of their pre-emptive rights to subscribe for the Purchased Shares. This Agreement has been duly executed and delivered by each Warrantor. This Agreement and each of the other Transaction Documents are, or when executed and delivered by such Warrantor shall be, valid and legally binding obligations of such Warrantor, enforceable against such Warrantor in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3.7 Valid Issuance.

(a) The Purchased Shares when issued, sold and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid and non-assessable, free and clear of any Liens (except as provided under applicable securities Laws and under the Transaction Documents). The Conversion Shares with respect to the Purchased Shares have been duly and validly reserved for issuance and, upon issuance in accordance with the terms of the Amended M&AA, will be duly and validly issued, fully paid and non-assessable (except as provided under the Transaction Documents and applicable Laws).

(b) All currently outstanding Equity Securities of the Company are duly and validly issued, fully paid and non-assessable and free of any Liens, and in each case such Equity Securities have been issued in full compliance with the requirements of all applicable securities Laws and regulations, including the Securities Act, and all other antifraud and other provisions of applicable securities Laws.

3.8 Governmental Consents.

No Approval from Governmental Authorities with respect to or on the part of any Group Company or the Controlling Shareholder is required in connection with its valid execution, delivery, or performance of this Agreement, Restructuring Documents or the other Transaction Documents or the offer, sale, issuance, transfer or reservation for issuance of any Purchased Shares in accordance with and as contemplated by this Agreement.

3.9 Exempt Offering.

The offer, sale, transfer and issuance of the Purchased Shares as contemplated by the Transaction Documents, are exempt from the qualification, registration and prospectus delivery requirements of the Securities Act and any other applicable securities Laws of any Governmental Authorities.

3.10 Regulatory Matters.

(a) Without limiting any particular representations and warranties of the foregoing, (i) the Founder and the Group Companies have obtained any and all material Approvals from applicable Governmental Authorities and have fulfilled any and all material filings and registration requirements with applicable Governmental Authorities necessary with respect to the Group Companies and their operations; and (ii) all material filings and registrations with applicable Governmental Authorities required with respect to the Group Companies and the Founder have been duly completed in accordance with applicable Laws. No Group Company or Founder has received any letter or notice from any applicable Governmental Authorities notifying it of the revocation of any Approval issued to it or the need for compliance or remedial actions with respect to the activities carried out directly or indirectly by such Person. Each Group Company has been substantively conducting its Business activities within the permitted scope of business or is otherwise operating its Businesses in substantive compliance with all relevant Laws in all material respects. There are no outstanding fines or penalties asserted against the Group Companies by any Governmental Authority, and none of the Founder and the Group Companies has reason to believe that any authorization of any Governmental Authority, license or permit required for the conduct of any part of its Business which is subject to periodic renewal will not be granted or renewed by the relevant Governmental Authorities.

(b) The Founder has completed the reporting and registration requirements for the Founder under Circular 37 or any other applicable SAFE rules and regulations (collectively, the "SAFE Rules and Regulations") in order to effect his indirect holding of Ordinary Shares of the Company and believes that he can update the Circular 37 Registration in connection with the transactions as contemplated under the Transaction Documents if required by applicable Laws (including the SAFE Rules and Regulations) or by SAFE. To the best Knowledge of the Warrantors, each holder of any Equity Securities of the Company (for the avoidance of doubt, excluding the holders of the Preferred Shares and the holders of the preferred shares of the Controlling Shareholder) (each, a "Company Security Holder"), who is a Domestic Resident (or has Domestic Resident(s) as its beneficial owner) and subject to any of the registration or reporting requirements of SAFE Rules and Regulations, will complete such reporting and registration requirements under the SAFE Rules and Regulations in order to effect his or her direct or indirect holding of Ordinary Shares of the Company, prior to the recording to the name of such Company Security Holder on the register of members of the Company. Neither the Warrantors nor, to the best Knowledge of the Warrantors, any of the Company Security Holders has received any oral or written inquiries, notifications, orders or any other forms of official correspondence from SAFE or any of its local branches with respect to any actual or alleged non-compliance with the SAFE Rules and Regulations and the Company and, to the best Knowledge of the Warrantors, the Company Security Holders have made all written filings, registrations, reporting or any other communications required by SAFE or any of its local branches. The Domestic Company has not conducted any foreign exchange transactions or other transactions subject to Approvals from SAFE. To the best Knowledge of the Warrantors, there exists no grounds on which any of the Group Companies may be subject to liability or penalties for any Person's failure or defect of registration, misrepresentation or failure to disclose any material information to the issuing SAFE authority.

3.11 Tax Matters.

(a) Each Group Company (i) has timely filed (taking into account any extension of time within which to file) all Tax Returns that are required to be filed by it with any Governmental Authority, (ii) has timely paid all Taxes owed by it which are due and payable (whether or not shown on any Tax Return) and withheld and remitted to the appropriate Governmental Authority all Taxes which it is obligated to withhold and remit from amounts owing to any employee, creditor, customer or third party, and (iii) has not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency other than, in the case of clauses (i) and (ii), unpaid Taxes that are in contest with the Tax authority by any Group Company in good faith or are nonmaterial in amount.

(b) Each Tax Return referred to in paragraph (a) above was properly prepared in compliance with applicable Laws and was (and will be) true, correct and complete in all respects. None of such Tax Returns contains a statement that is false or misleading or omits any matter that is required to be included or without which the statement would be false or misleading. No reporting position was taken on any such Tax Return which has not been disclosed to the appropriate Tax authority or in such Tax Return, as may be required by Law. All records relating to such Tax Returns or to the preparation thereof required by applicable Law to be maintained by applicable Group Company have been duly maintained. No written claim has been made by a Governmental Authority in a jurisdiction where any Group Company does not file Tax Returns that such Group Company is or may be subject to taxation by that jurisdiction.

(c) The assessment of any additional Taxes with respect to the applicable Group Company for periods for which Tax Returns have been filed is not expected to exceed the recorded Liability therefor in the most recent balance sheet in the Financial Statements, and to the Knowledge of the Warrantors, there are no unresolved questions or claims concerning any Tax Liability of any Group Company. Since the Statement Date, no Group Company has incurred any Liability for Taxes outside the ordinary course of business or otherwise inconsistent with past custom and practice. There is no pending dispute with, or notice from, any Tax authority relating to any of the Tax Returns filed by any Group Company, and to the best Knowledge of the Warrantors, there is no proposed Liability for a deficiency in any Tax to be imposed upon the properties or assets of any Group Company.

(d) No Group Company has been the subject of any examination or investigation by any Tax authority relating to the conduct of its Business or the payment or withholding of Taxes that has not been resolved or is currently the subject of any examination or investigation by any Tax authority relating to the conduct of its Business or the payment or withholding of Taxes. No Group Company is responsible for the Taxes of any other Person by reason of contract, successor liability or otherwise.

(e) No Group Company is or has ever been a PFIC or CFC. To the best Knowledge of the Warrantors, no Group Company anticipates that it will become a PFIC or CFC for the current taxable year or any future taxable year.

3.12 Charter Documents; Books and Records.

The Charter Documents of each Group Company are in the form provided to the Investor. Each Group Company has made available to the Investor or its counsel a copy of its minute books. Such copy is true, correct and complete, and contains all amendments and all minutes of meetings and actions taken by its shareholders and directors since the time of formation through the date hereof and reflects in all material respects all transactions referred to in such minutes accurately. Each Group Company maintains its books of accounts and records in the usual, regular and ordinary manner, on a basis consistent with prior practice.

3.13 Financial Statements and Internal Controls.

(a) The Warrantors have provided the Investor with the financial statements of the Group Companies consisting of the unaudited balance sheet, income statement and cash flow statement of the Group Companies for the period from January 1, 2019 to the Statement Date prepared by the respective Group Company in accordance with PRC GAAP applied on a consistent basis (the "Financial Statements"). The Financial Statements (i) have been prepared in accordance with the books and records of the relevant Group Company, (ii) are true, correct and complete to the extent that they fairly present, in accordance with PRC GAAP, the financial condition and position of the relevant Group Company as of the dates indicated therein and the results of operations and cash flows of the relevant Group Company for the periods indicated therein in all material respects, and (iii) were prepared in accordance with PRC GAAP applied on a consistent basis throughout the periods involved, except for the omission of notes thereto and normal year-end audit adjustments. All of the accounts receivable owing to any of the Group Companies, including all accounts receivable set forth on the Financial Statements, constitute valid and enforceable claims and are good and collectible in the ordinary course of business, net of any reserves shown on the Financial Statements (which reserves are adequate and were calculated on a basis consistent with PRC GAAP), and no further goods or services are required to be provided in order to complete the sales and to entitle the applicable Group Company to collect in full. To the best Knowledge of the Warrantors, there are no material contingent or asserted claims, refusals to pay, or other rights of set-off with respect to any accounts receivable of the Group Companies. The Group Companies have good and marketable title to all assets set forth in the Financial Statements, except for such assets as have been spent, sold or transferred in the ordinary course of business since the Statement Date. 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.

(b) Each Group Company has maintained its (x) books and records reflecting its assets and liabilities that are accurate in all material respects, and (y) adequate and effective internal accounting controls which provide the assurance that (i) such system is in accordance with applicable Laws and applicable accounting principles, (ii) transactions by it are executed in accordance with management's general or specific authorization, (iii) transactions by it are recorded as necessary to permit preparation of financial statements in conformity with the applicable accounting principles and to maintain asset accountability, (iv) access to assets of it is permitted only in accordance with management's general or specific authorization, (v) the recorded inventory of assets is compared with the existing tangible assets at reasonable intervals and appropriate action is taken with respect to any material differences, (vi) segregating duties for cash deposits, cash reconciliation, cash payment, proper approval is established, and (vii) no personal assets or bank accounts of the employees, directors, officers are mingled with the corporate assets or corporate bank account, and no Group Company uses any personal bank accounts of any employees, directors, officers thereof during the operation of the Business.

3.14 Activities since the Statement Date.

Since the Statement Date and except as provided by or contemplated under the Transaction Documents or otherwise disclosed in Section 3.14 of the Disclosure Schedule, the Group Companies have (i) operated the Business in the ordinary course of business consistent with past practice, (ii) used its reasonable best efforts to preserve its Business, (iii) collected receivables and paid payables and similar obligations in the ordinary course of business consistent with past practice, and (iv) not engaged in any new line of business outside the Business or entered into any material agreement, transaction or activity or made any commitment with respect to the following, except those in the ordinary course of business or pursuant to the Reorganization Plan, and there has not been any material adverse change in the way the Group Companies conduct the Business, including that there has not been by or with respect to any Group Company, except any act taken or omission made in accordance with paragraph 2 of Exhibit G:

(a) any purchase, acquisition, sale, lease, disposal of or other transfer of any assets (including any (i) license of, grant of other rights under, Intellectual Property rights to third parties, (ii) abandonment or permission to lapse of, or permission to be subject to any Lien with respect to, Intellectual Property rights, or (iii) other than in the ordinary course of business consistent with past practice and under appropriate confidentiality agreements, disclosure of confidential information) that are individually or in the aggregate material to its Business, whether tangible or intangible, other than the purchase or sale of inventory in the ordinary course of business consistent with past practice, and no acquisition (by merger, consolidation or other combination, or acquisition of stock or assets, or otherwise) of any business or other Person or division thereof;

(b) any waiver, termination, settlement or compromise of a right, debt or claim exceeding RMB5,000,000;

(c) any incurrence, creation, assumption, repayment, satisfaction, or discharge of (i) any Lien in an amount exceeding RMB5,000,000 or (ii) any indebtedness or guarantee, or the making of any loan or advance (other than reasonable and normal advances to employees for bona fide expenses that are incurred in the ordinary course of business consistent with past practice), or the making of any investment or capital contribution;

(d) any amendment to any Material Contract, any entering of any new Contract, or any termination of any Contract that would have been a Material Contract if in effect on the date hereof, or any amendment to any Charter Document, or any amendment to or waiver under any Charter Document;

(e) any material change in any compensation arrangement or agreement with the Key Employee, or adoption of any new Benefit Plan, or any change in any existing Benefit Plan;

(f) any resignation or termination of any Key Employee;

(g) any declaration, setting aside or payment or other distribution with respect to any Equity Securities, or any direct or indirect redemption, purchase or other acquisition of any Equity Securities;

(h) any damage, destruction or loss, whether or not covered by insurance, that would have a Material Adverse Effect to any Group Company;

(i) any material change in accounting methods or practices or any revaluation of any of its assets other than those contemplated in the Financial Statements;

(j) except in the ordinary course of business consistent with past practice, entry into any closing agreement with respect to Taxes, settlement of any claim or assessment with respect to any Taxes, or consent to any extension or waiver of the limitation period applicable to any claim or assessment with respect to any Taxes, entry or change of any Tax election, change of any method of accounting resulting in any amount of additional Tax or filing of any amended Tax Return;

(k) any commencement or settlement of any Action;

(l) except for the issuance of Equity Securities as contemplated in the Transaction Documents, any action to authorize, create or issue new shares or new securities of any class or series of any Group Company;

(m) to the Knowledge of the Warrantors, any other event or condition of any character which is reasonably expected to have, individually or in the aggregate, a Material Adverse Effect; or

(n) any agreement or commitment to do any of the things described above in this Section 3.14.

3.15 Action and Governmental Orders.

There is no Governmental Order restraining, enjoining or otherwise prohibiting the operation of the Business or the consummation of the transactions contemplated by this Agreement, Restructuring Documents or any other Transaction Documents. Except as set forth in Section 3.15 of the Disclosure Schedule, there is no Action pending or, to the best Knowledge of the Warrantors, currently threatened against any Group Company or any of the directors or Key Employees of any Group Company with respect to the respective businesses or proposed business activities of each Group Company, nor is any Warrantor aware of any basis for any of the foregoing, including with respect to any Action involving the prior employment of any employees of any Group Company, their use in connection with such Group Company's Business of any information or technologies allegedly proprietary to any of their former employers or their obligations under any agreements with prior employers.

3.16 Liabilities.

Except as set forth in Section 3.16 of the Disclosure Schedule, no Group Company has any Liabilities except for (i) Liabilities set forth in the Financial Statements that have not been satisfied since the Statement Date, and (ii) current Liabilities incurred since the Statement Date in the ordinary course of business consistent with past practice. None of the Group Companies is a guarantor or indemnitor of any Liabilities of any other Person that is not a Group Company.

3.17 Material Contracts.

(a) Section 3.17 of the Disclosure Schedule contains the Contracts the term of which has not yet expired and to which a Group Company is bound that (i) are material operating agreements, (ii) are material strategic cooperation agreements, (iii) are agreements in relation to the sale, issuance, purchase, repurchase or redemption of Series A Preferred Shares, (iv) are preferred equity financing agreements or debt financing, (v) are material real property lease agreements and material service agreements, (vi) if any, are material agreements involving Intellectual Property that is material to a Group Company (other than generally-available "off-the-shelf" shrink-wrap software licenses obtained by the Group Companies on non-exclusive and non-negotiated terms), (vii) if any, restrict the ability of a Group Company to compete or to conduct or engage in any business or activity in any territory, (viii) if any, are with a Related Party (as defined below), (ix) if any, involve the lease, license, sale, use, disposition or acquisition of a material amount of assets (including any Intellectual Property rights) or of a business, (x) if any, involve the establishment, contribution to, or operation of a partnership, joint venture or involving a sharing of profits or losses, or any investment in, loan to or acquisition or sale of the securities, equity interests or assets of any Person, (xi) are with any Governmental Authority, (xii) are with any state-owned enterprise and material to the Group Companies, (xiii) are with any commercial bank or any other financial institution, and (xiv) contain any performance metrics provision (collectively, the "Material Contracts").

(b) A complete, accurate, true, and fully-executed copy of each Material Contract has been delivered to the Investor. Each Material Contract is a valid and binding agreement of the Group Company that is a party thereto, the performance of which does not and will not violate any applicable Law in any material respect, and is in full force and effect, and such Group Company has duly performed all of its material obligations under each Material Contract to the extent that such obligations to perform have accrued, and no material breach or default, alleged material breach or default, or event which would (with the passage of time, notice or both) constitute a material breach or default thereunder by such Group Company or any other party or obligor with respect thereto, has occurred, or as a result of the execution, delivery, and performance of the Restructuring Documents and the other Transaction Documents will occur. No Group Company has given notice (whether or not written) that it intends to terminate a Material Contract or that any other party thereto has breached, violated or defaulted under any Material Contract. No Group Company has received any notice (whether written or not) that it has breached, violated or defaulted under any Material Contract or that any other party thereto intends to terminate such Material Contract.

3.18 Compliance with Laws.

(a) Each Group Company has been and is in compliance with all Laws in all material respects that are applicable to it or to the conduct or operation of its Business or the ownership or use of any of its assets or properties.

(b) To the Knowledge of the Warrantors, no event has occurred and no circumstance exists that (with or without notice or lapse of time) (i) may constitute or result in a violation by any Group Company of, or a failure on the part of such Group Company to comply with, any Law, in any material respect, or (ii) may give rise to any obligation on the part of a Group Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature in order to comply with applicable Laws in all material respects.

(c) No Group Company (i) has received any notice from any Governmental Authority regarding any actual, alleged, possible or potential violation of, or failure to comply with, any Law or (ii) has received any notice from any Governmental Authority regarding any actual, alleged, possible or potential obligation on the part of such Group Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature or (iii) is under investigation by any Governmental Authority with respect to a violation of any Law of which it has received notice from such Governmental Authority.

(d) Each Group Company, and each of its directors, officers, employees, agents and other persons explicitly authorized to act on its behalf (collectively, the "Representatives"), are familiar with and are in compliance with and have complied with, in all material respects, all applicable anti-bribery, anti-corruption, anti-money laundering, recordkeeping and internal controls Laws (collectively, the "Anti-Corruption Laws") including the Foreign Corrupt Practices Act of the United States of America (the "FCPA") as if it were a U.S. Person, the UK Bribery Act of 2020, and the PRC Anti-Corruption Law. Without limiting the foregoing, neither any Group Company nor any Representative has, directly or indirectly, in any material respect, offered, authorized, promised, condoned, participated in, or received notice of any allegation of the following: (i) the making of any gift or payment of anything of value to any Public Official by any Person to obtain any improper advantage, affect or influence any act or decision of any such Public Official with respect to any Group Company or the Business of any Group Company, or assist any Group Company in obtaining or retaining business for, or with, or directing business to, any Person; (ii) the taking of any action by any Person which would violate the PRC Anti-Corruption Law; (iii) the taking of any action by any Person which would violate the FCPA, as amended, if taken by an entity subject to the FCPA, or could reasonably be expected to constitute a violation of any applicable Law; (iv) the making of any false or fictitious entries in the books or records of any Group Company by any Person; or (v) the using of any assets of any Group Company for the establishment of any unlawful or unrecorded fund of monies or other assets, or the making of any unlawful or undisclosed payment. No Group Company or any of its Representatives has ever been found by a Governmental Authority to have violated any criminal or securities Laws or is subject to any indictment or any government investigation for bribery. No Public Official (a) holds an ownership or other economic interest, direct or indirect, in any of the Group Companies or in the contractual relationship formed hereunder, or (b) serves as an officer, director or employee of any Group Company. Neither the Company nor any of its Affiliates has violated the applicable anti-bribery Laws by offering or taking property or other interests to obtain improper benefits, such as corruptly paying anything of value to business partners, including but not limited to Governmental Authorities, non-government customers, suppliers or distributors, owners, directors, managers or other employees of the entities identified above ("Business Partners"), that would result in a violation of any applicable anti-bribery Laws, or receiving anything of value from Business Partners that constitutes commercial bribery in violation of applicable anti-bribery Laws.

(e) The Business of each Group Company as now conducted is, in compliance with all Laws and regulations that may be applicable, including all Laws of the PRC with respect to telecommunication, dangerous chemicals, mergers, acquisitions, foreign investment and foreign exchange transactions.

3.19 Compliance with OFAC.

(a) No Group Company or, to the best Knowledge of the Warrantors, any of its directors, officers, employees, Affiliates, shareholders or any other Person acting on behalf thereof is, or is Controlled or 50% or more owned in the aggregate by or is acting on behalf of, one or more individuals or entities (collectively, the "Prohibited Person") that are:

(i) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), the United Nations Security Council (UN), the European Union (EU), Her Majesty's Treasury (UK HMT), the Swiss Secretariat of Economic Affairs (SECO), the Hong Kong Monetary Authority (HKMA), the Monetary Authority of Singapore (MAS), or other relevant sanctions authority (collectively, "Sanctions"); nor

(ii) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Crimea, Burma/Myanmar, Cuba, Iran, North Korea, Venezuela and Syria) (each a "Sanctioned Country"). and no one that to the Knowledge of the Warrantors is a Prohibited Person has been given or will be given an offer to become an employee, officer, consultant or director of any Group Company.

(b) The Company represents and covenants that it will not, directly or indirectly, use any Proceeds, or lend, contribute or otherwise make available such Proceeds to any Subsidiary, joint venture partner or other person or entity:

(i) to fund or facilitate any activities of or business with any Person that, at the time of such funding or facilitation, is the subject or the target of any Sanctions,

(ii) to fund or facilitate any activities of or any business in any Sanctioned Country, or

(iii) in any other manner that will result in a violation by any Person of any Sanctions.

(c) The Group Companies have not conducted or agreed to conduct any business, or entered into or agreed to enter into any dealings or transactions, and will not conduct or agree to conduct any business, or enter into or agree to enter into any dealings or transactions, with any Prohibited Person or Sanctioned Country, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions.

3.20 Compliance with Money Laundering Laws.

The operations of each Group Company are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting and other requirements of the money laundering Laws of all relevant jurisdictions (including but not limited to the PRC Anti-Money Laundering Law, applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the U.S. Money Laundering Control Act of 1986, as amended) (collectively, the "Money Laundering Laws"), and no Action by or before any Governmental Authority involving any Group Company or the Founder with respect to the Money Laundering Laws is pending or, to the best of the Warrantors' Knowledge, threatened.

3.21 Titles and Properties.

(a) Except as described in the Financial Statements, the Group Companies have good and valid title to, or a valid leasehold interest in, all of their material assets they use or may need to use in the conduct of their respective Businesses, whether real, personal or mixed (including but not limited to all such assets reflected in the Financial Statements), free and clear of any and all Liens or third party claims, including any creditors' rights. The foregoing assets collectively represent all material assets, rights and properties necessary for the conduct of the Business of the Group Companies in the manner conducted during the periods covered by the Financial Statements. All material leases of real or personal property to which a Group Company is a party are fully effective and afford the Group Company valid leasehold possession and subletting rights of the real or personal property that is the subject of such lease.

(b) All machinery, vehicles, equipment and other tangible personal property owned or leased by a Group Company that are material to the Business of the Group Companies are (i) in good condition and repair (reasonable wear and tear excepted) and (ii) not obsolete or in need of renewal or replacement, except for renewal or replacement in the ordinary course of business.

3.22 Permits.

Each Group Company has all Approvals, including any special approval or permits required under the Laws of the PRC (the "Permits"), necessary for its incorporation, existence and qualification for respective Business as now conducted. Each such Permit is valid and in full force and effect; no Group Company is in default or violation in any respect of any such Permit; no Group Company has received any written notice from any Governmental Authority regarding any actual or possible default or violation of any such Permit; and to the Knowledge of the Warrantors, no suspension, cancellation or termination of any such Permits is threatened or imminent.

3.23 Compliance with Other Instruments.

No Group Company is in violation, breach or default of its Charter Documents. The execution, delivery and performance by each Group Company of and compliance by each Group Company with each of the Transaction Documents to which it is a party, and the consummation by it of the transactions contemplated hereby and thereby, will not result in (a) any 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, a default under (i) the Charter Documents of any Group Company, (ii) any Material Contract, or (iii) any applicable Law in any material respect, (b) the creation or imposition of any Lien upon, or with respect to, any of the properties, assets or rights of any Group Company, or (c) any termination, modification, cancellation, or suspension of any right of, or any augmentation or acceleration of any obligation of, any Group Company (other than those contemplated or intended by the Restructuring Documents, the Warrants and any other Transaction Documents).

3.24 Related Party Transactions.

Except as set forth in Section 3.24 of the Disclosure Schedule, the Restructuring Documents to which the relevant Group Companies are parties, the Reorganization Plan, the employment agreements, confidentiality agreements, non-compete agreements and other Contracts (each of which Contract, to the extent entered into by a Founder or any Key Employee or any of his or her Affiliates, is disclosed in Section 3.24 of the Disclosure Schedule) in similar nature with any Group Company, and in any Contract between a Group Company and a Subsidiary of the Controlling Shareholder that is not a Group Company (a) neither the Controlling Shareholder, nor any shareholder that beneficially owns five percent (5%) or more of the share capital of the Company or the Domestic Company, or any director or Key Employee of any Group Company, or any Affiliate of any of them (other than another Group Company) (each of the foregoing, a "Related Party"), has any Contract (whether oral or written, each, a "Related Party Contract"), understanding, proposed transaction with, or is indebted to, any Group Company, nor is there currently any proposed Related Party Contract and nor is any Group Company indebted (or committed to make loans or extend or guarantee credit) to any of such Related Party (other than for accrued salaries, reimbursable expenses or other standard employee benefits). Except for the transactions under the Reorganization Plan and any Contract between a Group Company and a Subsidiary of the Controlling Shareholder that is not a Group Company, (a) each Related Party Contract is on terms and conditions as favorable to the applicable Group Company as would have been obtainable by it at the time in a comparable arm's-length transaction with an unrelated party; (b) no Related Party has any direct or indirect ownership interest in any Person (other than a Group Company) with which a Group Company is affiliated or with which a Group Company has a business relationship, or any Person (other than a Group Company) that directly or indirectly competes with any Group Company (except that a Related Party may have a passive investment of less than 1% of the stock of any publicly traded company that engages in the foregoing); and (c) no Related Party has any right, title or interest, either directly or indirectly, in (i) any Person which purchases from or sells, licenses, grants or furnishes to a Group Company any goods, property, Intellectual Property or other property rights or services or (ii) any Contract to which a Group Company is a party or by which it may be bound or affected.

3.25 Intellectual Property Rights.

(a) To the best Knowledge of the Warrantors, the Group Companies own or otherwise have the sufficient right or license to use all Intellectual Property that is used in, held for use in, or necessary to conduct their Businesses, free and clear of any and all Liens. There is no pending or, to the best Knowledge of the Warrantors, threatened Action against any Group Company contesting the ownership of, or right to use, such Intellectual Property, asserting the misuse, invalidity or unenforceability thereof, or asserting the infringement, misappropriation or other violation of any Intellectual Property of any third party (including any demand or offer to license any Intellectual Property). All inventions, know-how and other Intellectual Property conceived, created or developed by employees or contractors of the Group Companies, to the extent they are used in, held for use in, or necessary to the Businesses of the Group Companies, are "works made for hire", and all right, title, and interest therein, including any applications therefor, have been transferred and assigned to, and are currently exclusively owned by, the Group Companies. The Group Companies have complied with all remuneration and compensation requirements relating to such Intellectual Property under applicable Laws. Section 3.25 of the Disclosure Schedule contains a true, complete and accurate list of all Intellectual Property for which registrations or patents are owned by or held in the name of, or for which applications have been made in the name of, any Group Company, including for each such registration, patent or application, the relevant name or description, registration or certification or application number, filing or registration or issue date.

(b) No Actions in which any Group Company alleges that any Person is infringing, misappropriating, or otherwise violating, any Group Company's Intellectual Property rights are pending, and none has been served, instituted or asserted by any Group Company. Neither the Business nor any Group Company has infringed, misappropriated or violated during the past four (4) years, or is infringing, misappropriating or violating, any Intellectual Property rights of any Person. To the best Knowledge of the Warrantors, no Person has infringed, misappropriated or violated, or is infringing, misappropriating or violating, any Intellectual Property rights of any Group Company.

(c) To the best Knowledge of the Warrantors, none of the Key Employees is obligated under any Contract, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with the use of his or her best efforts to promote the interests of the Group Companies or that would conflict with the Business of any Group Company as presently conducted. It will not be necessary to utilize in the course of any Group Company's business operations any inventions of any of the respective Key Employees of the Group Companies made prior to their employment by the Group Companies, except for inventions that have been validly and properly assigned or licensed to the Group Companies as of the date hereof.

(d) The Group Companies have each taken all reasonable security measures that are commercially prudent in order to protect the secrecy, confidentiality and value of their respective Intellectual Property and the confidentiality, integrity and security of the Business IT Systems. The Business IT Systems (i) are sufficient for the immediate and currently anticipated future needs of the Business, and (ii) are in sufficiently good working condition to effectively perform all information technology operations and include a sufficient number of licenses for all software as necessary for the Business.

(e) Except for those data that shall remain the sole property of users and thus are not permitted to be disclosed or disposed of by the Group Companies pursuant to applicable Laws, each Group Company owns all right, title and interest in and to all data it collects from or discloses about users of its products and services. Its practices regarding the collection and use of consumer personal information are and have been in accordance in all material respects with applicable Laws of all jurisdictions in which it operates and does not violate any Person's right, title or interest in any material respect. The Group Companies (i) maintain policies and procedures regarding data security and privacy and maintain administrative, technical, and physical safeguards that are commercially reasonable and, in any event, in compliance in all material respects with all applicable Laws and Contracts applicable to any Group Company, and (ii) are and have been in compliance with such policies and procedures in all material respects. To the Knowledge of the Warrantors, there have been no security breaches relating to, or violations of any security policy regarding, any data or information of Group Companies' customers or used by the Group Companies or any Business IT Systems. There has been no loss, unauthorized access or alteration, misappropriation, or misuse of any data or information of Group Companies' customers or used by the Group Companies to conduct the Business or any Business IT Systems. There is no pending or, to the best Knowledge of the Warrantors, threatened Action against any Group Company relating to any of the foregoing or any non-compliance with any such Laws, policies or procedures.

(f) No source code for any software owned by any Group Company has been disclosed, licensed, distributed or otherwise made available to any Person, and no Group Company has any obligation (whether present, contingent or otherwise) to disclose, license, distribute or otherwise make available any such source code to any Person. No free or open source or similar software has been incorporated in, bundled with, or used, distributed or made available in connection with, any software owned by any Group Company.

3.26 Labor and Employment Matters.

(a) Each Key Employee is currently devoting substantially all of his or her business time to the conduct of the business of the respective Group Company. No Key Employee has given any notice of an intention to resign, and, to the best Knowledge of the Warrantors, no Group Company has any intention of terminating the employment of any Key Employee. No Group Company is a party to any collective bargaining agreements or other Contract with any union or guild, and none of the Group Companies has been informed by their employees regarding the establishment of any trade union, work council or other organizations representing the employees of the Group Company. Each employee, officer and director (other than those appointed by the holders of Preferred Shares) of the Group Companies has duly executed the employment and confidential information and invention assignment agreement in the form reasonably satisfactory to the Investor. To the best Knowledge of the Warrantors, no Key Employee is obligated under, or in violation of any term of, any Contract or any Governmental Order relating to the right of any such Key Employee to be employed by, or to contract with, such Group Company. No Group Company has received any written notice alleging that any such violation has occurred.

(b) There is no pending or threatened claim or litigation against any Key Employee or PRC Companies in respect of full commitment, non-competition, non-solicitation or confidentiality obligation of any Key Employee.

(c) Except as set forth in Section 3.26(c) of the Disclosure Schedule, (i) there is no, and there has not been during the previous three (3) years, any material Action relating to the violation or alleged violation of any Law by any Group Company pertaining to labor relations or employment matters, including any charge or complaint filed by an employee with any Governmental Authority or any Group Company; (ii) each Group Company has complied with Laws in all material respects relating to employment, wages, hours, overtime, working conditions, benefits, retirement, termination, Taxes, and health and safety; (iii) each Group Company has withheld and reported all amounts required by any applicable Law or any Contract to be withheld and reported with respect to wages, salaries and other payments to employees (including employees who have been treated as consultants); (iv) other than the statutory social insurance plans and the housing fund plan (the "Social Welfare") operated under the applicable PRC Laws, each Group Company has no Liability for any payment to any trust or fund governed by or maintained by or on behalf of any Governmental Authority with respect to unemployment compensation benefits, social security or social insurance, housing or other benefits or obligations for employees; and (v) each Group Company is in compliance with each applicable Law relating to its payment and provision of any form of Social Welfare operated under the applicable PRC Laws and has made all contributions to the statutory social insurance plans and housing fund plan as required to be made under applicable PRC Laws, except any such non-compliance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. To the Knowledge of the Warrantors, there has not been, and there is not now pending or, threatened, any strike, union organization activity, lockout, slowdown, picketing, or work stoppage with respect to the employees of any Group Company or any unfair labor practice charge against any Group Company.

(d) Except for statutory social insurance schemes and housing fund schemes, the Group Companies have not adopted or implemented any Benefit Plan. There are no material actual, threatened or pending investigations by any Governmental Authority involving any Benefit Plan and no material actual, threatened or pending claims against any Benefit Plan. All contributions to, and payments from, each Benefit Plan have been timely made. Each Group Company maintains, and has fully funded, in all material respects, any pension plan and any other labor-related plans that it is required by Law or by Contract to maintain.

(e) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated by this Agreement, any other Transaction Documents or the Restructuring Documents will (i) entitle any current or former employee or director of any Group Company to severance pay, or any payment contingent upon a change in control of any Group Company, (ii) increase or enhance any benefits payable under any Benefit Plan, or (iii) accelerate the time of payment or vesting, or increase the amount of any compensation due to any employee or former employee.

3.27 Insurance.

Each Group Company has obtained the insurance coverage of the types and at the coverage levels as would be reasonable and customary for other similar situated companies. No Group Company has done or omitted to do or suffered anything to be done or not to be done other than any acts in the ordinary course of business which has or would render any policies of insurance taken out by it or by any other Person in relation to any of such Group Company's assets void or voidable or which would result in an increase in the rate of premiums on the said policies. There is no claim pending, and no Group Company has made since its formation any claim individually or in the aggregate in excess of RMB1,000,000, under the insurance policies and bonds maintained by each Group Company as to which, in each case, coverage has been questioned, denied or disputed. No Group Company has suffered any uninsured loss individually or in the aggregate in excess of RMB1,000,000 or waived any rights or claims of material or substantial value with respect to any insurance policy or bond or allowed any insurance policy or bond to lapse since its formation. All premiums due and payable under all such policies and bonds have been timely paid, and each Group Company is otherwise in compliance in all respects with the terms of such policies and bonds. All such policies and bonds are in full force and effect and will not terminate or lapse by reason of the transactions contemplated by this Agreement or any other Transaction Documents.

3.28 No Brokers.

None of the Warrantors has any Contract with or retained any broker, finder or similar agent with respect to or in connection with the transactions contemplated by this Agreement, any other Transaction Documents or the Restructuring Documents, and none of them has incurred any Liability for any brokerage fees, agents' fees, commissions or finders' fees in connection with any of the Transaction Documents or the Restructuring Documents, or the consummation of the transactions contemplated therein.

3.29 Power of Attorney.

Except as contemplated in the Transaction Documents, none of the Group Companies has granted any power of attorney or similar power or authorization to any other Person (including any director or shareholder) in respect of its equity interest, voting rights or substantial assets, other than powers of attorney issued to their directors, officers, or employees for purpose of executing contracts or agreements or conducting operations for and on behalf of the Group Companies, as the case may be, in the ordinary course of business.

3.30 No Winding-up; No Insolvency.

None of the Group Companies has engaged in any discussion (i) with any Person or Persons or any representative thereof regarding the consolidation or merger of such Group Company with or into any such Person or Persons; (ii) with any Person regarding the sale, conveyance, or disposition of all or substantially all of the assets of such Group Company, or a transaction or series of related transactions in which more than fifty percent (50%) of the voting power of such Group Company is disposed of, or (iii) regarding any other form of liquidation, dissolution or winding up, of such Group Company. Each Group Company is not bankrupt, insolvent or unable to pay its debts and there is no unfulfilled decree or court order outstanding against it. No Governmental Order has been made or petition presented or resolution passed for the bankruptcy, liquidation, dissolution or winding up (as applicable) of such Group Company, and no process has been levied against such Group Company.

3.31 Disclosure.

Each Warrantor has provided the Investor with all the information regarding the Group Companies requested by the Investor for deciding whether to purchase the Purchased Shares and all the information that such Warrantor believes is reasonably necessary to enable the Investor to make such decision. No representation or warranty of the Warrantors contained in this Agreement or any certificate furnished or to be furnished to the Investor at the Closing under this Agreement, and no information set forth in the Disclosure Schedule, when taken as a whole, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. Except as set forth in this Agreement or the Disclosure Schedule, there is no fact that the Warrantors have not disclosed to the Investor in response to the Investor's enquiry and of which any of its officers, directors or executive employees has Knowledge and that has had or would reasonably be expected to have a Material Adverse Effect.

4. REPRESENTATIONS AND WARRANTIES OF THE FOUNDER AND THE CONTROLLING SHAREHOLDER

In addition to those representations and warranties made in Section 3 above, the Founder and the Controlling Shareholder hereby jointly and severally represent and warrant the following to the Investor from the date hereof to the Closing Date (or, if such representations and warranties are made with respect to a certain date, as of such date).

4.1 Conflicting Agreements.

The Founder is not, as a result of the nature of the Business or for any other reason, in violation of (a) any fiduciary or confidential relationship, (b) any term of any Contract or covenant (either with any Group Company or with another entity) relating to employment, Intellectual Property, confidentiality, proprietary information disclosure, non-competition or non-solicitation, or (c) any material respect of any other Contract or Governmental Order binding on the Founder and relating to or affecting the right of the Founder to be employed by or serve as a director or consultant to any Group Company. No such relationship, term, Contract, or Governmental Order conflicts with the Founder's or Controlling Shareholder's obligations to use its best efforts to promote the interests of any Group Company nor does the execution and delivery of this Agreement and other Transaction Documents, nor the Founder's carrying on any Group Company's Business as a director, officer, consultant or Founder of any Group Company, conflict with any such relationship, term, Contract or Governmental Order.

4.2 Litigation.

There is no material Action pending or, to the Founder's Knowledge, threatened against the Founder, and there is no basis for any such material Action.

4.3 Shareholders Agreement.

Except as contemplated by or disclosed in the Transaction Documents or the Restructuring Documents, neither the Founder nor the Controlling Shareholder is a party to or has Knowledge of any agreements, written or oral, relating to the acquisition, disposition, registration under the Securities Act or any equivalent Law in another jurisdiction, or voting, of the Equity Securities of any Group Company.

4.4 Prior Legal Matters.

The Founder has not been (a) subject to voluntary or involuntary petition under any bankruptcy or insolvency Law or the appointment of a receiver, fiscal agent or similar officer by a court for his business or property; (b) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses); (c) subject to any order, judgment, or decree (not subsequently reversed, suspended, or vacated) of any court of competent jurisdiction permanently or temporarily enjoining him from engaging, or otherwise imposing limits or conditions on his engagement in any securities, investment advisory, banking, insurance, or other type of business or acting as an officer or director of a public company; or (d) found by a court of competent jurisdiction in a civil action or by any governmental or regulatory authority to have violated any securities, commodities or unfair trade practices Law, which such judgment or finding has not been subsequently reversed, suspended, or vacated.

4.5 Founder's Intellectual Property Rights.

The Founder has assigned to the Group Companies all Intellectual Property rights owned by the Founder that are related to the Group Companies' Business.

4.6 Non-Compete.

Other than through the Group Companies, the Founder, either on his own account or through any of his Affiliates, or in conjunction with or on behalf of any other Person, does not carry on or is engaged, concerned or interested directly or indirectly whether as shareholder, director, employee, partner, agent or otherwise carries on any business that competes with the Business of the Group Companies. The Founder is not subject to any Contracts or any other obligations which prohibit, restrict or otherwise adversely affect the Founder's investment or involvement in any Group Company.

4.7 No Liabilities and Claims.

Except as otherwise contemplated under the Reorganization Plan, (i) there are no outstanding loans, amounts payable or any other Liabilities between any Group Company, on the one hand, and the Founder or the Controlling Shareholder or any of its Affiliates, on the other hand, and (ii) none of the Founder, the Controlling Shareholder or its Affiliates has, may have or may claim to have any claims, obligations or Liabilities against any Group Company, other than, in each case of clauses (i) and (ii), any salaries and other compensations, business expense advancements and reimbursements in the ordinary course of business consistent with past practice.

4.8 Authorizations.

Each of the Controlling Shareholder and the Founder has all requisite power and authority to execute and deliver the Transaction Documents to which it is a party and to carry out and perform its obligations thereunder. All action on the part of the Controlling Shareholder necessary for the authorization, execution and delivery of the Transaction Documents to which it is a party, and the performance of all obligations of it thereunder, has been taken or will be taken prior to the Closing. This Agreement has been duly executed and delivered by the Controlling Shareholder. This Agreement, each of the other Transaction Documents to which the Controlling Shareholder is a party are, or when executed and delivered by it shall be, valid and legally binding obligations of it, enforceable against it in accordance with its terms, except (i) as limited by applicable Laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

4.9 Holding for Own Account.

Each of the Founder and the Controlling Shareholder holds and has been holding its Equity Securities in the Company solely for his or its own account. He or it is not, nor has he or it been, holding the Equity Securities in the Company, as a nominee or agent, or with a view to the resale or distribution of any part thereof, and he or it does not have any present intention of selling, granting any participation in, or otherwise distributing the same.

4.10 No Other Agreements.

There is no Contract between or among the Founder, the Controlling Shareholder or any of their Affiliates, on the one hand, and any other shareholder or other equity holder of any Group Company or any Affiliate of such shareholder or equity holder, on the other hand, in each case, with respect to the ownership or control of any Group Company or relating to such shareholder or equity holder's investment in such Group Company.

5. REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor hereby represents and warrants to the Company as follows as of the date hereof and the Closing Date:

5.1 Organization and Good Standing.

It is an entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or formation.

5.2 Authorization.

(a) It has all requisite power and authority to execute and deliver the Transaction Documents to which it is a party and to carry out and perform its obligations thereunder. All action on the part of the Investor (and, as applicable, its officers, directors and shareholders) necessary for the authorization, execution and delivery of the Transaction Documents to which it is a party, and the performance of all obligations of the Investor thereunder, has been taken or will be taken prior to the Closing. This Agreement has been duly executed and delivered by the Investor. Each of this Agreement and the other Transaction Documents to which the Investor is a party is, or when executed and delivered by the Investor shall be, valid and legally binding obligations of the Investor, enforceable against the Investor in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(b) The execution and delivery of this Agreement and other Transaction Documents to which it is a party by the Investor do not, and the performance of this Agreement and other Transaction Documents to which it is a party by the Investor and the consummation by the Investor of the transactions as contemplated hereby and thereby will not, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority.

5.3 Purchase for Own Account.

The Purchased Shares purchased by the Investor will be acquired for investment purposes for the Investor's own account or the account of one or more of the Investor's Affiliates, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof.

5.4 Status of Investor.

If applicable to the Company's compliance with U.S. securities Law, the Investor is either (a) an "accredited investor" within the meaning of Securities and Exchange Commission Rule 501 of Regulation D, as presently in effect, under the Securities Act, or (b) not a "U.S. person" as defined in Rule 902 of Regulation S of the Securities Act. The Investor is not with a view or any present intention toward effecting a distribution, or resale in violation of any applicable securities Laws.

5.5 Sufficiency of Funds.

The Investor will have all funds necessary to consummate the transactions contemplated hereby and pay the Purchase Price in accordance with Section 2.5.

6. COVENANTS OF THE WARRANTORS

The Warrantors jointly and severally covenant to the Investor as follows:

6.1 Use of Proceeds.

The Company shall use the proceeds received from the issuance and sale of the Purchased Shares (the "Proceeds") to finance the research and development, business expansion, marketing, working capital and for other general corporate purposes of the Group Companies and the Persons that will become Group Companies pursuant to the Reorganization Plan, and in accordance with the business plan or budget as approved by the Board.

Unless otherwise agreed to in writing by the Investor, or otherwise contemplated in the preceding paragraph, no Proceeds shall be used (i) in the purchase of Equity Securities of any Person other than any Group Companies except for the Persons that may be acquired pursuant to the Reorganization Plan, (ii) in the investment of any Person other than any Group Companies except for investments that may be contemplated under the Reorganization Plan, (iii) in the repayment of any loan or debt of any Group Companies except as otherwise contemplated under the Reorganization Plan, (iv) in the repurchase, redemption or cancellation of Equity Securities of any Group Company held by any shareholders of such Group Company, or (v) in the payments to shareholders, directors or officers of any Group Company outside the ordinary course of business of the Group Companies.

6.2 No Solicitation or Negotiation.

During the period between the date of this Agreement and the earlier of (a) the Closing and (b) the termination of this Agreement, none of the Warrantors shall (and each Warrantor shall cause its representatives, advisors and agents and, as applicable to such Warrantor, its officers, directors and employees, not to) (i) solicit, initiate, consider, encourage or accept any other proposals or offers from any Person (A) relating to any acquisition or purchase of all or any portion of the Equity Securities of any Group Company or assets of any Group Company, (B) to enter into any merger, consolidation or other business combination with any Group Company or the business of any Group Company or (C) to enter into a recapitalization, reorganization or any other extraordinary business transaction involving or otherwise relating to any Group Company or (ii) participate in any discussions, conversations, negotiations and other communications regarding, or furnish to any other Person any information with respect to, or otherwise cooperate in any way, assist or participate in, facilitate or encourage any effort or attempt by any other Person to seek to do any of the forgoing. The Warrantors shall immediately cease and cause to be terminated all existing discussions, conversations, negotiations and such proposal or offer, or any inquiry or other contact with any Person with respect thereto. The Warrantors shall notify the Investor promptly if any such proposal or offer, or any inquiry or other contact with any Person with respect thereto is made and shall, in any such notice to the Investor, indicate in reasonable detail the identity of the Person making such proposal, offer, inquiry or contact and the terms and conditions of such proposal, offer, inquiry or other contact. Each of the Warrantors agrees not to, without the prior written consent of the Investor, release any Person from, or waive any provision of, any confidentiality or standstill agreement to which such Warrantor is a party.

6.3 Conduct of Group Companies Pre-Closing.

Unless otherwise expressly required by this Agreement, during the period between the date of this Agreement and the Closing Date, the Group Companies shall, and the Warrantors shall use their respective reasonable best efforts to cause each of the Group Companies to, carry on their respective businesses in the ordinary course consistent with past practice (which includes implementing the Reorganization Plan in accordance with its terms), and shall comply with its obligations set out in Exhibit G.

6.4 Satisfaction of Condition Precedent.

The Warrantors shall use their respective reasonable best efforts to cause each of the conditions precedent as set forth in Section 7 to be satisfied as soon as reasonably practicable.

6.5 Compliance with Applicable Law.

Each of the Group Companies shall, and the Founder and the Controlling Shareholder shall cause each of the Group Companies to, in all material respects, comply with all applicable Laws, including applicable PRC Laws relating to retail of refined oil, third-party payment, telecommunication business, insurance intermediary business, medical services, publication, advertisement, culture, Intellectual Property (including software), anti-monopoly, Taxes, employment, Social Welfare and benefits and foreign exchange (including Circular 37 and the foreign exchange procedures governing individuals participating in employee stock option plans as defined in Circular 7 issued by the SAFE on February 15, 2012).

Each of the Group Companies shall, and the Founder and the Controlling Shareholder shall cause each of the Group Companies to (i) conduct its operations in compliance with Sanctions, and Money Laundering Laws applicable to the Business and (ii) ensure that no officer, director, employee, or agent of the Group Companies is a Prohibited Person.

6.6 Validity of Approvals.

Each of the Group Companies shall, and the Founder and the Controlling Shareholder shall cause each of the Group Companies to, in all material respects, at all times maintain the validity of, and comply with the legal and regulatory requirements with respect to, the Approvals and Permits that it has obtained and shall be obtained after the Closing for its qualification for its then current or intended Business (other than any portion of the Business that the Company will not maintain as approved pursuant to the Shareholders' Agreement and the Amended M&AA).

6.7 ESOP.

From time to time, the Company may grant options to employees, advisors, officers, and directors of, and consultants to, the Company and other Group Companies pursuant to ESOP, provided that the total number of shares issued or issuable under any such ESOP shall not exceed 6,818,182 Ordinary Shares as proportionally adjusted to reflect any share dividends, share splits, or similar transactions.

6.8 Additional Covenants.

If at any time before the Closing, any of the Warrantors comes to know of any fact or event which (i) shall have been in any way materially inconsistent with any of the representations and warranties given by any of the Warrantors, and/or (ii) shall have caused any material fact as warranted becoming untrue, or inaccurate in material aspects, after the date of this Agreement, and such inconsistency or untruth is not curable, then the Warrantors shall give immediate written notice thereof to the Investor, in which event the Investor may within fifteen (15) Business Days of receiving such notice terminate this Agreement by written notice without any penalty or future obligations whatsoever; provided, however, nothing herein shall relieve the Warrantors from liability for any breach of this Agreement.

6.9 Anti-corruption.

The Company represents that it shall not and shall not permit any of its Subsidiaries or Affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents to promise, authorize, make or cause to be made any payment to, or otherwise contribute any item of value to, directly or indirectly, any Public Official, in each case, in violation of the FCPA, the PRC Anti-Corruption Law or any other applicable Anti-Corruption Laws. The Company further represents that it shall and shall cause each of its Subsidiaries and Affiliates to cease all of its or their respective activities, as well as remediate any actions taken by the Company, its Subsidiaries or Affiliates, or any of their respective directors, officers, managers, employees, independent contractors, representatives or agents in violation of the FCPA, the PRC Anti-Corruption Law or any other applicable anti-bribery or anti-corruption Law. The Company further represents that it shall and shall cause each of its Subsidiaries and Affiliates to maintain systems of internal controls (including, but not limited to, policies, training programs, accounting systems, purchasing systems and billing systems) sufficient to ensure compliance with the FCPA, the PRC Anti-Corruption Law or any other applicable Anti-Corruption Laws. The Company further represents that it shall not permit any Public Official to (i) hold an ownership or other economic interest, direct or indirect, in any of the Group Companies, or (ii) serve as an officer, director or employee of any Group Company.

6.10 Filing of Amended M&AA.

The Company shall file the Amended M&AA with the Registrar of Companies of the Cayman Islands within five (5) days after the Closing and shall provide the Investor a copy of the duly registered Amended M&AA with the official seal affixed by the Registrar of Companies in the Cayman Islands within ten (10) days after the Closing.

6.11 Compliance with Overseas Investment Laws.

The Founder shall comply with the SAFE Rules and Regulations applicable to him in all material respects, including completing all necessary filings or registrations with the relevant local SAFE in connection with the Founder's participation in the investment and operations of the Group Companies and the consummation of the transactions as contemplated by this Agreement and other Transaction Documents, and applying for and complete all necessary filings or registrations (including filing the amendments to the previous registrations under Circular 37) as required by the SAFE Rules and Regulations.

6.12 Legal Compliance of Business.

Following the Closing, each Warrantor shall use its respective reasonable best efforts to take, or cause to be taken, all actions and shall do, or cause to be done, all things that are necessary, desirable or appropriate to develop the Business of the Group Companies in compliance with, in all material respects, legal requirements as may be promulgated by the PRC Governmental Authority from time to time, including but not limited to, as soon as practicable after the Closing, and to the extent necessary, (i) any applicable Group Company shall complete requisite procedures (including making public announcements in electricity exchange centres) with respect to the sales of electricity within the applicable territory in accordance with applicable Laws, and (ii) upon the request of any applicable Governmental Authority, the Group Companies shall, and the Warrantors shall cause the applicable Group Company to, (x) apply for, or otherwise obtain Control over a company which holds, the Payment Business License (支付业务许可证), (y) improve their business processes in connection with online payment element in their businesses, and/or (z) cooperate with commercial banks or other qualified online payment service providers for the purposes of ensuring that any Group Company no longer holds, clears or transfers funds of its users, customers or clients, and the operation of such business is in compliance with applicable Laws in the PRC relating to online payment.

6.13 Intellectual Property Protection.

The Group Companies shall establish and maintain appropriate system to protect the Intellectual Property of the Group Companies, and file and prosecute applications for registration and patent and maintain registrations and patents with relevant authorities in respect of any Intellectual Property of the Group Companies, to the extent applicable, in accordance with applicable Laws and regulations. The Group Companies shall, and the Founder and the Controlling Shareholder shall cause the Group Companies to comply with the Laws in all material respects in respect of the protection of the Intellectual Property and refrain from infringing, misappropriating or otherwise violating, in any manner, any Intellectual Property of other Persons.

6.14 Employee Matters.

The Group Companies shall comply with, in all material respects, applicable Laws with respect to labour and employment, including Laws pertaining to welfare funds, social benefits, medical benefits, insurance, retirement benefits and pensions in a manner appropriate to the business needs of the Group Companies.

6.15 Tax Matters.

The Group Companies shall comply with, in all material respects, applicable Laws with respect to tax, including Laws pertaining to income tax, value added tax and business tax.

6.16 Tax Basis in Relation to an Indirect Transfer.

As of the date hereof, the WFOE has not yet paid its registered capital in full. The Company undertakes to inject all or substantially all of the Proceeds into the registered capital of the WFOE (the "Capital Injection Amount") following the Closing, so that in the event of any subsequent sale of Equity Securities in the Company by the Investor, to the extent permitted by the applicable Law, the Investor could be entitled to apply the entire Capital Injection Amount that corresponds to the Investor's purchase price under this Agreement, to the Investor's indirect basis in the equity of any Subsidiary of the Company in the PRC with respect to any Tax filing, Tax position and other communication with the relevant PRC Tax Governmental Authorities for purposes of determining any income Tax, capital gains Tax or any other Tax calculated with reference to gains made through the subscription, purchase and sale of the Company's Equity Securities. The Company further undertakes to use reasonable efforts to assist the Investor to communicate with the competent Tax Governmental Authorities and provide any and all information required by competent Tax Governmental Authorities in connection with the filing and payment of any applicable Taxes (if any) with respect to any subsequent sale of Equity Securities in the Company by the Investor.

6.17 Reorganization Plan.

The Warrantors shall use best efforts to implement the transactions under the Reorganization Plan that have not been completed as of the Closing as soon as practicable after the Closing, but in no event later than the date of the submission of prospectus materials for a Qualified IPO.

Notwithstanding the foregoing, no later than one (1) month after the Closing Date, the relevant Group Companies shall, and the Warrantors shall procure such Group Companies to, duly establish Additional WFOEs pursuant to the Laws of PRC in accordance with the Reorganization Plan, and relevant Additional HK Companies shall have acquired and held all the equity interests in the respective Additional WFOEs in accordance with the Reorganization Plan.

6.18 Other Issues in the Disclosure Schedule.

As soon as practicable after the Closing and at any time upon the request of the Investor, the relevant Group Companies shall, to the satisfaction of the Investor, resolve the issues in a practically reasonable manner, which are disclosed in the Disclosure Schedule but not expressly specified as a specific covenant under this Section 6 or a specific condition for any Closing under Section 7.

6.19 Termination.

The provisions under this Section 6 shall terminate upon the earlier of (a) the consummation of a Qualified IPO (as defined in the Amended M&AA) or (b) the date on which the Investor ceases to hold any Equity Securities in the Company.

7. CONDITIONS TO INVESTOR'S OBLIGATIONS AT THE CLOSING

The obligation of the Investor to purchase the Purchased Shares at the Closing is subject to the fulfilment of each of the following conditions at or prior to the Closing, unless otherwise waived by such Investor:

7.1 Representations and Warranties.

The representations and warranties made by each Warrantor in Section 3 and the representations and warranties made by the Founder and the Controlling Shareholder in Section 4 shall be true, 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, unless any representations and warranties are made with respect to a specified date, in which case, as of such date.

7.2 Performance of Obligations.

Each Warrantor shall have performed and complied with all covenants, agreements, obligations and conditions contained in the Transaction Documents and the Restructuring Documents that are required to be performed or complied with by it on or before the Closing.

7.3 Proceedings and Documents.

All corporate and other proceedings of the Warrantors in connection with the transactions contemplated hereby at the Closing and all documents incidental to such proceedings shall have been completed or produced, and the Investor shall have received all such counterpart copies of the board and/or shareholders resolutions of each Warrantor.

7.4 Approvals, Consents and Waivers.

Each Warrantor shall have obtained any and all Approvals, if any, necessary for consummation of the transactions contemplated by this Agreement and other Transaction Documents, including the waiver from all existing shareholders or warrant holders of the Group Companies (if applicable) of any anti-dilution rights, rights of first refusal, pre-emptive rights and all similar rights in connection with the issuance of the Purchased Shares and such waiver is irrevocable.

7.5 Compliance Certificate.

Each Warrantor shall have delivered to the Investor a certificate (together with all potent supporting documents), dated the Closing Date, certifying that the conditions specified in Section 7 have been fulfilled and stating that there shall have been no Material Adverse Effect since the Statement Date.

7.6 Constitutional Documents.

The Amended M&AA shall have been duly adopted by the Company by all necessary corporate action of its shareholders and its Board, and shall have become and remain effective under the Laws of the Cayman Islands, pursuant to which CICC shall be entitled to designate one person as observer to the Board.

7.7 Execution and Delivery of Transaction Documents.

The Company shall have delivered to the Investor the Transaction Documents, other than the Amended M&AA, which shall be duly executed by the Company and/or all the other Parties thereto.

7.8 Internal Approval.

The Investor shall have received internal approval and authorization for the transactions contemplated hereunder.

7.9 Legal Opinions.

The Investor shall have received (i) from the Cayman Islands counsel for the Company, an opinion, dated as of the Closing, and (ii) from the PRC counsel for the Company, an opinion, dated as of the Closing, each in form and substance satisfactory to the Investor.

7.10 Due Diligence.

The Investor shall have completed its legal, financial, commercial, technical and Intellectual Property due diligence investigation and other investigations on the business of the Group Companies to its satisfaction.

7.11 Reorganization.

The following procedures and steps of the Reorganization Plan shall have been completed, (a) WFOE shall have acquired and held all the equity interests of Beijing Chezhubang New Energy Technology Co., Ltd.(北京车主邦新能源科技有限公司), (b) WFOE shall have entered into the Restructuring Documents with the Domestic Company and other relevant parties thereto, and the Restructuring Documents shall have taken effect and been binding upon and enforceable by the parties thereto, and (c) Additional HK Companies shall have been duly established and validly existing under the Laws of Hong Kong, and the Company shall have been the sole shareholder of the Additional HK Companies.

7.12 No Material Adverse Effect.

There shall not have been any Material Adverse Effect since the Statement Date. There shall not be on the Closing Date any Governmental Order or any condition imposed under any applicable Law which would, (a) prohibit or restrict (i) the sale and issuance of the Purchased Shares, or (ii) the consummation of the transactions contemplated by this Agreement, (b) subject the Investor to any material penalty or onerous condition under or pursuant to any Law if the Purchased Shares were to be sold and issued hereunder to the Investor or (c) restrict the operation of the Business of any Group Company in a manner that would have a Material Adverse Effect.

8. CONDITIONS TO COMPANY'S OBLIGATIONS AT THE CLOSING

The obligations of the Company under this Agreement to consummate the Closing with respect to the Investor are subject to the fulfilment of each of the following conditions by the Investor at or prior to the Closing, unless otherwise waived by the Company:

8.1 Representations and Warranties.

The representations and warranties of the Investor contained in Section 5 shall be true, 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, unless any representations and warranties are made with respect to a specified date, in which case, as of such date.

8.2 Performance of Obligations.

The Investor shall have performed and complied with all covenants, agreements, obligations and conditions contained in the Transaction Documents that are required to be performed or complied with by it on or before the Closing.

8.3 Approvals.

The Investor shall have obtained any and all Approvals necessary for consummation of the transactions contemplated by this Agreement.

8.4 Execution of Transaction Documents.

The Investor shall have executed and delivered to the Company the Transaction Documents to which it is a party.

9. INDEMNIFICATION

9.1 Each of the Warrantors hereby agrees to jointly and severally indemnify and hold harmless the Investor, and the Investor's Affiliates, shareholders, partners, directors, officers, agents and assigns, from and against any and all Indemnifiable Losses suffered by the Investor, or the Investor's Affiliates, shareholders, partners, directors, officers, agents and assigns (each, an "Indemnified Person"), directly or indirectly, as a result of, or based upon or arising from (i) any breach or violation of, or inaccuracy or misrepresentation in, any representation or warranty made by the Warrantors contained herein or any other Transaction Documents or the Restructuring Documents, or (ii) any breach or violation of any covenant or agreement by the Warrantors contained herein or any other Transaction Documents or the Restructuring Documents. The rights contained in this Section 9 shall not be deemed to preclude or otherwise limit in any way the exercise of any other rights or pursuit of other remedies for the breach of this Agreement or with respect to any misrepresentation. This Section 9 shall survive any termination of this Agreement.

9.2 Without limiting generality of the foregoing, each of the Group Companies hereby agrees to jointly and severally indemnify and hold harmless each Indemnified Person from and against any and all Indemnifiable Loss, directly or indirectly, as a result of, or based upon or arising from:

(a) any Tax Liability of any Group Company not reflected in the Financial Statements or arising out of any failure, whether intentional or not, by any Warrantor to comply with any applicable Laws of the PRC or of any other applicable jurisdiction relating to Tax,

(b) any Liability of any Group Company arising out of any failure, whether intentional or not, by any Warrantor to comply with any applicable Laws of the PRC or of any other applicable jurisdiction relating to Social Welfare,

(c) any business activities of any Group Company at any time from its establishment including any non-compliance with any applicable Laws, and any failure to obtain, renew and keep effective of any requisite Approval or Permit for any Group Company to conduct its Business, and

(d) any Action against the Group Companies due to any event occurred or existed prior to the Closing.

9.3 The indemnification under Section 9.2 shall not be prejudiced by or be otherwise subject to any disclosure (in the Disclosure Schedule or otherwise) and shall apply regardless of whether the Group Companies have any actual or constructive knowledge with respect thereto.

9.4 The representations and warranties made by the Warrantors herein shall survive the Closing for a period of five (5) years, or, if the applicable statute of limitation for the relevant claims expires prior to the end of such five (5)-year period for such statutes of limitation. Such representations and warranties of the Warrantors shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of the Investor. All covenants or agreements shall survive the Closing Date and remain in full force and effect in accordance with their terms.

9.5 Any Indemnified Person seeking indemnification with respect to any Indemnifiable Loss shall give written notice to any of the Warrantors. The Warrantors shall not be liable pursuant to this Section 9 for any Indemnifiable Loss that arise from any individual item, occurrence, circumstance, act or omission (or series of related items, occurrences, circumstances, acts or omissions) unless and until the aggregate amount of Indemnifiable Losses resulting therefrom exceeds US$150,000, after which and in which case the Warrantors shall be liable for the total aggregated amounts of such Indemnifiable Loss back to the first dollar and not for the excess amount only. To the extent permitted by applicable Law, upon and following receipt of the written notice above, the Company shall use best efforts to procure that the profits of each Subsidiary of the Company (including the Major PRC Subsidiaries and other PRC Subsidiaries) for the time being available for distribution shall be paid to the Company by way of dividend if and to the extent that, but for such payment, the Company would not itself otherwise have sufficient profits available to indemnify and hold harmless any Indemnified Person from and against any and all Indemnifiable Loss pursuant to this Section 9 and such written notice above.

9.6 Except for fraud, intentional breach, wilful misconduct and gross negligence, the Founder's accumulative liability to all Indemnified Persons for breaches of the representations and warranties under this Agreement but exclusive of the covenants and undertakings under this Agreement and the other Transaction Documents, shall be limited to the fair market value of the Equity Securities owned or held directly or indirectly by the Founder, or by other parties for the benefit of the Founder (including those held by the Founder's Immediate Family Members of the Founder), in the Group Companies; provided that the fair market value of such Equity Securities shall be the higher of (a) such value determined by an independent appraiser mutually agreed upon by the claiming Investor and the Company; or (b) such value calculated based on the post-money valuation of the latest round of financing of the Company.

9.7 For purpose of clarity, in the event a breach or violation of representations, warranties or covenants made by the Warrantors contained herein or any other Transaction Documents or the Restructuring Documents also constitutes a breach or violation of other agreements by and between the relevant Warrantors and the Indemnified Persons, or their respective Affiliates, the liabilities of the Warrantors should not be duplicated and the Indemnified Persons shall only enforce indemnification liability against the Warrantors under either of these agreements (but not both) with respect to the same loss.

10. MISCELLANEOUS

10.1 Successors and Assigns.

Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto whose rights or obligations hereunder are affected by such terms and conditions. This Agreement, and the rights and obligations hereunder, shall not be assigned without the mutual written consent of the Controlling Shareholder, the Investor and the Company, *provided* that the Investor may assign its rights and obligations hereunder without the written consent of any other Parties to this Agreement to an Affiliate of the Investor. Nothing in this Agreement, express or implied, is intended to confer upon any Party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. A Person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the said Ordinance.

10.2 Entire Agreement.

This Agreement, Restructuring Documents, the other Transaction Documents and the schedules and exhibits hereto and thereto, which are hereby expressly incorporated herein by this reference, constitute the entire agreement and supersede all other prior agreements, understandings, representations and warranties, both written and oral, among the Parties, with respect to the subject matter hereof.

10.3 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 Parties; (b) when sent by facsimile at the number set forth in the Schedule of Notice attached hereto; (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 Schedule of Notice; or (d) three (3) Business Days after deposit with an overnight delivery service, postage prepaid, addressed to the Parties as set forth in the Schedule of Notice 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 10.3 by giving, the other Parties written notice of the new address in the manner set forth above.

10.4 Amendments and Waivers.

Any term of this Agreement may be amended only with the written consent of all the Parties hereto.

10.5 Delays or Omissions.

No delay or omission to exercise any right, power or remedy accruing to any Warrantor or the Investor, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of such Warrantor or Investor nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or 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 Warrantor or the Investor of any breach or default under this Agreement or any waiver on the part of any Warrantor or the Investor 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 Warrantors and the Investor shall be cumulative and not alternative.

10.6 Finder's Fees.

Unless otherwise disclosed, each Party hereto (a) represents and warrants to each other Party hereto that it has retained no finder or broker in connection with the transactions contemplated by this Agreement, and (b) 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.

10.7 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.

10.8 Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by electronic signature, signature image or digital signature (including but not limited to portable document format, facsimile or email) by any Party and the Parties consent to the receipt of such counterpart(s) so executed and delivered electronically as if the original had been received. Any Party in executing this Agreement electronically acknowledges that having regard to all the relevant signature is reliable and appropriate for the purpose for which the information contained in this Agreement is communicated.

10.9 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 closely effectuates the Parties' intent in entering into this Agreement.

10.10 Confidentiality and Non-Disclosure.

(a) The terms and conditions of this Agreement, Restructuring Documents and the other Transaction Documents, any term sheet or memorandum of understanding entered into in connection with the transactions contemplated hereby, all exhibits and schedules attached hereto and thereto, the transactions contemplated hereby and thereby, including their existence, and all information furnished by any Party hereto and by representatives of such Party to any other Party hereof or any of the representatives of such Parties (collectively, the "Confidential Information"), shall be considered confidential information and shall not be disclosed by any Party hereto to any third party except in accordance with the provisions set forth below. The obligations of each Party hereto under this Section 10.10 shall survive and continue to be binding upon such Party after the termination of this Agreement.

(b) Notwithstanding the foregoing, the Company and the Investor may disclose (i) the Confidential Information to its current or bona fide prospective investor, Affiliates of the Company and the Investor and their respective directors, officers, employees, bankers, lenders, accountants, legal counsels, business partners or representatives or advisors who need to know such information, in each case only where such persons or entities are informed of the confidential nature of the Confidential Information and are under appropriate nondisclosure obligations substantially similar to those set forth in this Section 10.10, (ii) such Confidential Information as is required to be disclosed pursuant to routine examination requests from Governmental Authorities with authority to regulate such Party's operations, in each case as such Party deems appropriate in its sole discretion, and (iii) the Confidential Information to any Person to which disclosure is approved in writing by the other Parties hereto. Any Party hereto may also provide disclosure in order to comply with applicable Laws, as set forth in Section 10.10(c) below.

(c) Except as set forth in Section 10.10(b) above, in the event that any Party is requested or becomes legally compelled (including pursuant to any applicable Tax, securities, or other Laws and regulations of any jurisdiction or the rules of any stock exchange) to disclose any Confidential Information, such Party (the "Disclosing Party") shall, to the extent legally permitted and reasonably possible, provide the other Parties hereto with prompt written notice of that fact and consult with the other Parties hereto regarding such disclosure. At the request of the other Parties, the Disclosing Party shall, to the extent reasonably possible and with the cooperation and reasonable efforts of the other Parties, seek a protective order, confidential treatment or other appropriate remedy. In any event, the Disclosing Party shall furnish only that portion of the information that is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such information.

(d) Notwithstanding any other provision of this Section 10.10, the confidentiality obligations of the Parties shall not apply to: (i) information which a Party learns from a third party which the receiving Party reasonably believes to have the right to make the disclosure, provided the receiving Party complies with any restrictions imposed by the third party; (ii) information which is rightfully in the receiving Party's possession prior to the time of disclosure by the Disclosing Party and not acquired by the receiving Party under a confidentiality obligation; or (iii) information which enters the public domain without breach of confidentiality by the receiving Party.

10.11 Further Assurances.

Each Party shall from time to time and at all times hereafter make, do, execute, or cause 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.

10.12 Use of Name or Logo of the Investor.

Without the prior written consent of the Investor and whether or not the Investor is then a shareholder of the Company, none of the Warrantors shall use, publish or reproduce the name of the Investor or its trademark or logo in any advertisement, press release, professional or trade publication, marketing or advertising or promotional materials, or in any other manner.

10.13 Governing Law.

This Agreement shall be governed by and construed under the Laws of Hong Kong, without regard to principles of conflict of Laws thereunder.

Each of the Parties hereto irrevocably (i) agrees that any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Hong Kong which shall be administered by the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force at the time of the commencement of the arbitration (the "Arbitration Rules"), (ii) waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such arbitration, and (iii) submits to the exclusive jurisdiction of Hong Kong in any such arbitration. There shall be three (3) arbitrators. The claimant shall select one (1) arbitrator, and the respondent shall select one (1) arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be jointly appointed by the claimant and respondent. If either the claimant or the respondent fails to select the third arbitrator or the parties fail to agree on the choice of the third arbitrator, HKIAC shall make the appointment on their behalf. The arbitration shall be conducted in English. The decision of the arbitration tribunal shall be final, conclusive and binding on the Parties to the arbitration. Judgment may be entered on the arbitration tribunal's decision in any court having jurisdiction. The Parties to the arbitration shall each pay an equal share of the costs and expenses of such arbitration, and each Party shall separately pay for its respective counsel fees and expenses; provided, however, that the prevailing Party in any such arbitration shall be entitled to recover from the non-prevailing Party its reasonable costs and attorney fees. The Parties acknowledge and agree that, in addition to contract damages, the arbitrator may award provisional and final equitable relief, including injunctions, specific performance, and lost profits. The validity, construction and interpretation of this dispute resolution clause shall be governed by the Laws of Hong Kong.

10.14 Expenses.

The Group Companies shall pay all of their own costs and expenses incurred in connection with the negotiation, execution, delivery and performance of this Agreement and any other Transaction Documents and the transactions contemplated hereby and thereby, including all legal fees incurred by the Group Companies.

If the Closing does not occur due to the causes that cannot be attributable to the Investor, the Group Companies shall reimburse all reasonable, out-of-pocket documented legal, professional and other third-party fees, costs and expenses incurred by the Investor in connection with the conduct of its industry, legal and financial due diligence and its negotiation, preparation, execution and completion of this Agreement and any other Transaction Documents hereunder and thereunder, which, however, shall be capped at US$100,000.

10.15 Termination of this Agreement.

This Agreement may be terminated at any time prior to the Closing as between the Company and the Investor:

(a) by mutual written consent of the Parties; or

(b) by the Investor or the Company, after the ninetieth (90th) day following the execution of this Agreement, by written notice to all the Parties hereto, if the Closing has not occurred on or prior to such date; *provided* that neither Investor may terminate this Agreement pursuant to this Section 10.15(b) if the reason the Closing has not occurred on or prior to such date is due to a breach of this Agreement by the Investor, and the Company may not terminate this Agreement pursuant to this Section 10.15(b) if the reason the Closing has not occurred on or prior to such date is due to a breach of this Agreement by any Warrantor. Such termination under this Section 10.15 shall be without prejudice to any claims for damages or other remedies that the Investor may have under this Agreement or applicable Law.

If this Agreement is terminated pursuant to this Section 10.15, then all provisions of this Agreement will thereupon become void without any Liability on the part of any Party hereto to any other Party hereto except that (x) this Section 10.15, Section 9 and Section 10 will survive any such termination, and (y) nothing herein will relieve any Party from any Liability for any breach hereof occurring prior to such termination nor prejudice the right of any Party to seek indemnification under Section 9 in respect of such breach.

10.16 Supremacy of this Agreement.

If and to the extent that there are inconsistencies between the provisions of this Agreement and those of the Amended M&AA, the terms of this Agreement shall prevail as between the Parties hereto only (with the exception of the Company), who hereby undertake to take all actions necessary or advisable, as promptly as practicable after the discovery of such inconsistency, to amend the Amended M&AA so as to eliminate such inconsistency to the largest extent as permitted by the applicable Law.

10.17 Specific Performance.

Notwithstanding anything to the contrary set forth herein, the Parties acknowledge and agree that irreparable harm may occur for which money damages would not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or otherwise breached. It is accordingly agreed that the Parties shall be entitled to enforce specifically the terms and provisions of this Agreement.

10.18 Cumulative Rights in Transaction Documents.

Except as expressly otherwise stated in the Transaction Documents, all remedies, privileges, rights and benefits of the Investor under the Transaction Documents (or by law or otherwise afforded to the Investor) shall be cumulative and not alternative. Notwithstanding any provisions to the contrary, the execution, delivery and performance of this Agreement shall not prejudice any remedy, privilege, right or benefit of the Investor under any other Transaction Documents or any other Contract or document, and vice versa.

— REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK —

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

THE COMPANY:

Dada Auto Inc.

By: /s/ WANG Yang
Name: WANG Yang
Title: Director

HK COMPANY:

Fleetin HK Limited

By: /s/ DAI Zhen
Name: DAI Zhen
Title: Director

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

WFOE:

Zhejiang Anji Intelligent Electronics Holding Co., Ltd.
(浙江安吉智电控股有限公司) (Seal)

By: /s/ WANG Yang
Name: WANG Yang
Title: Legal Representative

DOMESTIC COMPANY:

Kuaidian Power (Beijing) New Energy Technology Co., Ltd. (快电动力 (北京) 新能源科技有限公司) (Seal)

By: /s/ ZHENG Linyi
Name: ZHENG Linyi
Title: Legal Representative

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

CONTROLLING SHAREHOLDER:

Newlinks Technology Limited

By: /s/ DAI Zhen
Name: DAI Zhen
Title: Director

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

FOUNDER:

DAI Zhen

By: /s/ DAI Zhen

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

MAJOR PRC SUBSIDIARIES:

北京车主邦新能源科技有限公司 (Seal)

By: /s/ DAI Zhen (戴震)
Name: DAI Zhen (戴震)
Title: Legal Representative

智电优通科技有限公司 (Seal)

By: /s/ DAI Zhen (戴震)
Name: DAI Zhen (戴震)
Title: Legal Representative

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

INVESTOR:

BCPE Nutcracker Cayman, L.P.

By: BCPE Nutcracker GP, LLC
its general partner
By: Bain Capital Asia Fund IV, L.P.
its member
By: Bain Capital Investors Asia IV, LLC
its general partner
By: Bain Capital Investors, LLC
its manager

By: /s/ David Gross-Loh
Name: David Gross-Loh
Title: Authorized Signatory

SCHEDULE OF NOTICE

EXHIBIT A
LIST OF PRC SUBSIDIARIES

EXHIBIT B
LIST OF KEY EMPLOYEES

EXHIBIT C
CAPITALIZATION TABLE

EXHIBIT D
DISCLOSURE SCHEDULE

EXHIBIT E
AMENDED M&AA

EXHIBIT F
SHAREHOLDERS' AGREEMENT

EXHIBIT G
CONDUCT OF GROUP COMPANIES PRE-CLOSING

EXHIBIT H
REORGANIZATION PLAN

Exhibit 4.16

THE SYMBOL "[Redacted]" DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (I)NOT MATERIAL, AND (II)IS THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL

DADA AUTO INC.

AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT

March 18, 2022

TABLE OF CONTENTS

EXHIBITS

Schedule of Notice

Exhibit A List of Investors

Exhibit B List of Competitors of the Group Companies

Exhibit C Schedule of PRC Subsidiaries

THIS AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT (this "Agreement") is made and entered into as of March 18, 2022 by and among:

(1) Dada Auto Inc., an exempted company duly incorporated and validly existing under the Laws of the Cayman Islands with its registered address at Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the "Company");

(2) Fleetin HK Limited, a company duly incorporated and validly existing under the Laws of Hong Kong with its registered address at Suite 3101, Everbright Centre 108, Gloucester Road, Wanchai, Hong Kong (the "HK Company");

(3) Zhejiang Anji Intelligent Electronics Holding Co., Ltd. (浙江安吉智电控股有限公司), a limited liability company duly incorporated and validly existing under the Laws of the PRC (the "WFOE");

(4) Kuaidian Power (Beijing) New Energy Technology Co., Ltd. (快电动力（北京）新能源科技有限公司), a limited liability company duly incorporated and validly existing under the Laws of the PRC (the "Domestic Company");

(5) Each of the Major PRC Subsidiaries listed in Part I of Exhibit C;

(6) Newlinks Technology Limited, an exempted company duly incorporated and validly existing under the Laws of the Cayman Islands (the "Controlling Shareholder");

(7) DAI Zhen (戴震), a Chinese citizen, ID number [Redacted] (the "Founder"); and

(8) Each of the entities listed in Exhibit A (collectively the "Investors" and each an "Investor").

Each of the Controlling Shareholder, the Investors and any and all other persons and entities holding any shares of the Company from time to time shall be hereinafter referred to as a "Shareholder" and collectively, the "Shareholders". The Company, the HK Company, the WFOE, the Domestic Company, the Major PRC Subsidiaries, the Controlling Shareholder, the Founder and the Investors may hereinafter collectively be referred to as the "Parties" and respectively referred to as a "Party". Capitalized terms used in this Agreement shall have the meanings ascribed to them in Section 1, and capitalized terms used herein without definition shall have the meanings set forth in the Series A Purchase Agreements (as defined below).

RECITALS

A. On January 14, 2022, a Series A Purchase Agreement (the "First Series A Purchase Agreement") was entered into by and among the Investors (except for Bain), the Company, the Controlling Shareholder, the HK Company, the Domestic Company and certain other parties, pursuant to which the Company agreed to sell to the Investors (except for Bain) certain Warrants (as defined below).

B. On January 26, 2022, a Series A Purchase Agreement (the " Bain Series A Purchase Agreement", together with the First Series A Purchase Agreement, the "Series A Purchase Agreements") was entered into by and among Bain, the Company, the Controlling Shareholder, the HK Company, the Domestic Company and certain other parties, pursuant to which the Company agreed to sell to Bain certain Series A Preferred Shares.

C. The Company has issued certain warrants (the "Warrants") to the Investors (except for Bain), pursuant to which and under the conditions provided therein the Investors (except for Bain) are granted with warrants to acquire 9,354,953 Series A Preferred Shares of the Company. The Parties hereby waive any and all of their rights of participation, pre-emptive rights, rights of the first offer or other similar rights with respect to the Shares to be issued pursuant to the Warrants.

D. The Company, Founder, the Investors (except for Bain) and certain other Parties entered into the shareholders' agreement to record the respective information, registration and other rights and obligations of the shareholders of the Company on January 26, 2022 (as amended from time to time, the "Prior Agreement").

E. It is a condition precedent of the closing under the Bain Series A Purchase Agreement that the parties hereto enter into this Agreement. The Parties desire to enter into this Agreement, which shall amend, replace and supersede the Prior Agreement in its entirety, make the respective representations, warranties, covenants and agreements and accept the rights, covenants and obligations set forth herein on the terms and conditions set forth herein.

F. For the purpose of this Agreement and the Amended M&AA (as defined below), subject to terms and conditions herein and therein and to the maximum extent legally permissible under applicable Laws, any series of Preferred Shares referred to in this Agreement shall include such series of Preferred Shares issuable under any Warrant, whether such Warrant has been exercised, and the Warrant Holders (as defined below) shall be deemed as the holders of the corresponding series of Preferred Shares of the Company and shall be entitled to all the rights and privileges the holders of the corresponding series of the Preferred Shares have under this Agreement and the Amended M&AA in each case as if all the Preferred Shares issuable to the relevant Investors upon exercise of the Warrants had been issued and such Investor had been registered as a Shareholder holding the corresponding number of Preferred Shares of the Company. To the maximum extent permitted by applicable Laws and without prejudice to the rights and privileges of the Shareholders under this Agreement and the Amended M&AA, any economic interest actually payable by the Company to any Investor that holds any Warrants pursuant to the foregoing may be paid by one or more Group Companies in the PRC to such Investor as long as the payment is agreed on and recorded as the consideration for the corresponding Advanced Investment Funds which are required to provide to the Domestic Company and the fees associated therewith under the Onshore Investment Agreements. If the full and effective exercise of any rights by any Warrant Holder under this Agreement and the Amended M&AA requires its prior exercise of the Warrant, all the Shareholders shall, subject to applicable Laws, use their voting and management power to allow the exercise of such Warrant or allow such rights of the Warrant Holders to be exercised to the maximum extent permitted under the applicable Laws, and to provide such commercially reasonable assistance (including the reasonable extension of any time constraint pertaining to the exercise of any rights of the Warrant Holders) as may be reasonably requested by such Warrant Holders.

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:

AGREEMENT

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

"Additional HK Companies" has the meaning set forth in the Series A Purchase Agreements.

"Additional Number" has the meaning set forth in Section 4.3(b).

"Additional WFOEs" has the meaning set forth in the Series A Purchase Agreements.

"Additional Offered Shares" has the meaning set forth in Section 5.2(a)(iv).

"Advanced Investment Funds" has the meaning set forth in the First Series A Purchase Agreement.

"Affiliate" means, (a) with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person; and (b) in the case of an individual, shall include immediate family members of such individual (including his spouse, child, brother, sister, parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, collectively, his "Immediate Family Members"), and trustee of any trust in which such individual or any of his Immediate Family Members is a beneficiary or a discretionary object, or any entity or company Controlled by any of the aforesaid persons. In the case of an Investor, the term "Affiliate" also includes (v) any shareholder of such Investor, (w) any of such shareholder's or such Investor's general partners or limited partners, (x) the fund manager managing or advising such shareholder or such Investor (and general partners, limited partners and officers thereof) and other funds managed or advised by such fund manager, and (y) trusts controlled by or for the benefit of any such Person referred to in (v), (w) or (x), and (z) any fund or holding company formed for investment purposes that is promoted, sponsored, managed, advised or serviced by such Investor. For the avoidance of doubt, the Investors shall not be deemed to be an Affiliate of any Group Company.

"Agreement" has the meaning set forth in the preamble.

"Amended M&AA" means the Third Amended and Restated Memorandum and Articles of Association of the Company.

"As Adjusted" means as appropriately adjusted for any subsequent bonus issue, share split, consolidation, subdivision, reclassification, recapitalization or similar arrangement.

"Bain" means BCPE Nutcracker Cayman, L.P..

"Bain Series A Purchase Agreement" has the meaning set forth in the recitals.

"Board" means the board of directors of the Company.

"Business Days" means any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks are required or authorized by Law to be closed in the PRC or the Cayman Islands.

"Business" means the business that any Group Company conducts or proposes to conduct from time to time.

"Buyer" or "Buyers" has the meaning set forth in Section 5.10(b).

"CFC" has the meaning set forth in Section 11.2(a).

"CICC" means CICC (Changde) Emerging Industry Venture Capital Partnership L.P. (中金（常德） 新兴产业创业投资合伙企业（有限合伙）). "Circular 37" means the Circular 37, issued by SAFE on July 4, 2014, titled "Circular on Issues concerning Foreign Exchange Administration over the Overseas Investment and Financing and Round-trip Investment by Domestic Residents via Special Purpose Vehicles (关于境内居民通过特殊目的公司境外投融资及返程投资外汇管理有关问题的通知)," effective as of July 4, 2014, and any implementation successor rule or regulation under the PRC Law.

"Code" has the meaning set forth in Section 11.2(a).

"Combined Meeting" has the meaning set forth in Section 8.2.

"Company" has the meaning set forth in the preamble.

"Competitor" has the meaning set forth in Section 5.10(b).

"Confidential Information" has the meaning set forth in Section 9.1.

"Control" of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of more than fifty percent (50%) of the board of directors of such Person; the term "Controlled" has the meaning correlative to the foregoing.

"Conversion Shares" means the Ordinary Shares issued or issuable pursuant to conversion of the Preferred Shares.

"Co-Sale Holder" has the meaning set forth in Section 5.3.

"Co-Sale Notice" has the meaning set forth in Section 5.3.

"Co-Sale Pro Rata Portion" has the meaning set forth in Section 5.3(a).

"Co-Sale Subscription Amount" has the meaning set forth in Section 5.3(e).

"Closing Date" has the meaning set forth in the Bain Series A Purchase Agreement.

"Disclosing Party" has the meaning set forth in Section 9.4.

"Directors" or "Director" means members or a member of the Board.

"Domestic Company" has the meaning set forth in the preamble.

"Effective Date" has the meaning set forth in Section 12.15(a).

"Equity Securities" means, with respect to a Person, any shares, share capital, registered capital, ownership interest, equity interest, or other securities of such Person, and any option, warrant, or right to subscribe for, acquire or purchase any of the foregoing, or any other security or instrument convertible into or exercisable or exchangeable for any of the foregoing, or any equity appreciation, phantom equity, equity plans or similar rights with respect to such Person, or any Contract of any kind for the purchase or acquisition from such Person of any of the foregoing, either directly or indirectly.

"Extension Period" has the meaning set forth in Section 5.2(a)(iv).

"Financing Terms" has the meaning set forth in Section 9.1.

"First Participation Notice" has the meaning set forth in Section 4.3(a).

"First Refusal Expiration Notice" has the meaning set forth in Section 5.2(d).

"First Refusal Period" has the meaning set forth in Section 5.2(a)(i).

"First Series A Purchase Agreement" has the meaning set forth in the recitals.

"Fully Diluted Basis" means assuming the exercise of all options, warrants or other securities that are convertible, exercisable or exchangeable into Company's Shares and the conversion of all outstanding Preferred Shares (or would be outstanding assuming full exercise of all options, warrants or other securities that are convertible, exercisable or exchangeable into Company's Preferred Shares) into Company's Ordinary Shares.

"Fully Participating Investors" has the meaning set forth in Section 4.3(b).

"Governmental Authority" means any nation or government or any province or state or any other political subdivision thereof, or any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

"Governmental Order" means any applicable order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any Governmental Authority.

"Group Companies" means the Company and its Subsidiaries (including the HK Company, the WFOE, the Domestic Company, the PRC Subsidiaries, each Person (except individuals) Controlled by the Company and their respective Subsidiaries from time to time), and "Group Company" means any of them, unless otherwise specified in this Agreement. For the avoidance of doubt, "Group Companies" shall include the Additional WFOEs and the Additional HK Companies (upon their incorporation or establishment under the Laws of applicable jurisdictions).

"HK Company" has the meaning set forth in the preamble.

"HKIAC" has the meaning set forth in Section 12.12.

"Hong Kong" means the Hong Kong Special Administrative Region of the PRC.

"IFRS" means the International Financial Reporting Standards promulgated by the International Accounting Standards Board (IASB) (which includes standards and interpretations approved by the IASB and International Accounting Principles issued under previous constitutions), together with its pronouncements thereon from time to time, and applied on a consistent basis.

"Information Rights" has the meaning set forth in Section 2.1(a)(v).

"Initial Redemption Notice" has the meaning specified in Section 7.1(a)(ii).

"Initiating Holders" has the meaning set forth in Section 3.3(c).

"Inspection Rights" has the meaning set forth in Section 2.1(b).

"Investor Notice" has the meaning set forth in Section 5.10(b).

"Investors" has the meaning set forth in the preamble.

"Law" or "Laws" means any constitutional provision, statute or other law, rule, regulation, official policy or interpretation of any Governmental Authority and any Governmental Order.

"Liquidation Event" has the meaning specified in Section 6.2.

"Majority Shareholders" means the holders of more than fifty percent (50%) of the then outstanding Equity Securities of the Company (calculated on a Fully Diluted Basis), including the affirmative vote or prior written consent of the Preferred Majority.

"New Securities" has the meaning set forth in Section 4.2.

"Non-Competition Period" has the meaning set forth in Section 11.1(a).

"Non-Selling Shareholders" has the meaning set forth in Section 5.1.

"Observers" has the meaning set forth in Section 2.2(a).

"Offered Shares" has the meaning set forth in Section 5.1.

"Onshore Investment Agreements" has the meaning set forth in the First Series A Purchase Agreement.

"Ordinary Director" or "Ordinary Directors" has the meaning set forth in Section 2.2(a).

"Ordinary Shares" means the ordinary shares in the capital of the Company with par value of US$0.0001 per share.

"Original Series A Preferred Issue Price" means a price of US$8.80 per Series A Preferred Share.

"Overallotment New Securities" has the meaning set forth in Section 4.3(b).

"Over-Purchasing Holder" has the meaning set forth in Section 5.2(a)(iv).

"Oversubscribing Fully Participating Investor" has the meaning set forth in Section 4.3(b).

"Participation Rights Holder" has the meaning set forth in Section 4.

"Party" or "Parties" has the meaning set forth in the preamble.

"Permitted Transfer" has the meaning set forth in Section 5.5.

"Permitted Transferee" has the meaning set forth in Section 5.5.

"Person" means any individual, sole proprietorship, partnership, limited partnership, limited liability company, firm, joint venture, estate, trust, unincorporated organization, association, corporation, institution, public benefit corporation, entity or governmental or regulatory authority or other enterprise or entity of any kind or nature.

"PFIC" has the meaning set forth in Section 11.1(b).

"PRC Companies" means the WFOE, the Domestic Company and the PRC Subsidiaries; and "PRC Company" means any of them.

"PRC Subsidiaries" means the entities listed in Exhibit C, which are referred to collectively as the "PRC Subsidiaries" and each a "PRC Subsidiary".

"PRC" or "China" means the People's Republic of China but solely for the purposes of this Agreement, excluding Hong Kong, the Macau Special Administrative Region and Taiwan.

"Preferred Majority" means the holders of at least fifty percent (50%) of the Preferred Shares (calculated on a Fully Diluted Basis).

"Preferred Shares" means the Series A Preferred Shares.

"Prohibited Transfer" has the meaning set forth in 5.3(f).

"Pro Rata Share" has the meaning set forth in Section 4.1.

"Purchase Period" has the meaning set forth in Section 5.10(b).

"Purchasing Holders" has the meaning set forth in Section 5.2(a)(iv).

"Put Right" has the meaning set forth in 5.3(f).

"Qualified IPO" has the meaning given to such term in the Amended M&AA.

"Re-allotment Notice" has the meaning set forth in Section 5.2(a)(iv).

"Redeeming Preferred Shares" has the meaning specified in Section 7.1(a)(ii).

"Redeeming Preferred Shareholder" has the meaning specified in Section 7.1(a)(ii).

"Redemption Date" has the meaning specified in Section 7.1(a)(ii).

"Redemption Event" has the meaning specified in Section 7.1(a)(i).

"Redemption Notice" has the meaning specified in Section 7.1(a)(ii).

"Redemption Participation Notice" has the meaning specified in Section 7.1(a)(ii).

"Redemption Price" has the meaning specified in Section 7.1(a)(iii).

"Remaining Offered Shares" has the meaning set forth in Section 5.2(a)(iv).

"Request Notice" has the meaning set forth in Section 3.3(a).

"Respective Liquidation Amount" has the meaning specified in Section 6.3.

"Restructuring Documents" means the restructuring documents executed by the WFOE, the Domestic Company, the shareholders of the Domestic Company and other relevant parties on January 5, 2022, which includes Exclusive Business Cooperation Agreement, Equity Interest Pledge Agreement, Exclusive Option Agreement and Power of Attorney.

"Right of First Refusal Closing" has the meaning set forth in Section 5.2(a)(vi).

"Right of Participation" has the meaning set forth in Section 4.

"SAFE" means the State Administration of Foreign Exchange of the PRC, including its local counterparts.

"Second Participation Notice" has the meaning set forth in Section 4.3(b).

"Securities Act" means the U.S. Securities Act of 1933, as amended and interpreted from time to time.

"Selling Shareholder" has the meaning set forth in Section 5.1.

"Series A Liquidation Preference Amount" has the meaning specified in Section 6.1(a).

"Series A Original Issue Date" means (i) January 26, 2022, with respect to the Investors other than Bain and Jiaxing Haohe Equity Investment Partnership L.P.; (ii) March 18, 2022, with respect to Bain and Jiaxing Haohe Equity Investment Partnership L.P..

"Series A Preferred Shares" means the series A preferred shares in the capital of the Company then outstanding and issued and Series A Preferred Shares to be issued pursuant to the Warrants, whether such Warrant has been exercised (calculated on a Fully Diluted Basis), par value US$0.0001 per share, having the rights and privileges in this Agreement and Amended M&AA.

"Series A Purchase Agreements" has the meaning set forth in the recitals.

"Shareholder" or "Shareholders" has the meaning set forth in the preamble.

"Shares" means the Ordinary Shares, the Series A Preferred Shares, and shares of any other class or series in the share capital of the Company, and includes any fraction of a share.

"Special Warrant" has the meaning set forth in Section 4.3(c).

"Statute" means the Companies Law (as amended) of the Cayman Islands, as amended, and every statutory modification or re-enactment thereof for the time being in force.

"Subsidiary" means, with respect to a specific entity, (i) any entity (x) more than fifty percent (50%) of whose shares or other interests entitled to vote in the election of directors or (y) more than a fifty percent (50%) of whose interests in the profits or capital of such entity are owned or Controlled directly or indirectly by the subject entity or through one (1) or more Subsidiaries of the subject entity; (ii) any entity whose assets and financial results are consolidated with the net earnings of the subject entity and are recorded on the books of the subject entity for financial reporting purposes in accordance with U.S. GAAP or IFRS; or (iii) any entity with respect to which the subject entity has the power to otherwise direct the business and policies of that entity directly or indirectly through another subsidiary. For the avoidance of doubt, the Subsidiaries of the Company shall include the HK Company, the PRC Companies, the Additional HK Companies and the Additional WFOEs (upon their incorporation or establishment under the Laws of applicable jurisdictions) and any other Subsidiary to be established by any of them from time to time.

"Trade Sale" means (i) a merger, amalgamation, consolidation or other business combination of any Group Company with or into any Person, or any other transaction or series of transactions, as a result of which the Shareholders of the Company immediately prior to such transaction or series of transactions will cease to own a majority of the voting power of the surviving entity immediately after consummation of such transaction or series of transactions, (ii) the sale, lease, transfer, exclusive license to a third party or other disposition of all or substantially all of the assets of the Group Companies taken as a whole (including the Equity Securities and/or contractual arrangements by which any Group Company owns and/or Controls any other Group Company, the licenses and permits necessary to conduct the business of the Group Companies in the PRC and the intellectual property assets of the Group Companies taken as a whole) or (iii) the sale (whether by merger, reorganization or other transaction) of a majority of the issued and outstanding share capital of the Company or a majority of the voting power of the Company, provided, that in the case of each of (i) through (iii), a transaction that qualifies as a Qualified IPO shall not be deemed to be a Trade Sale.

"Transaction Documents" means this Agreement, the Series A Purchase Agreements, the Amended M&AA, the Warrants, the Onshore Investment Agreements, the Restructuring Documents, the exhibits attached to any of the foregoing and each of the agreements and other documents otherwise required in connection with implementing the transactions contemplated by any of the foregoing.

"Transfer" has the meaning set forth in Section 5.6(a).

"Transfer Notice" has the meaning set forth in Section 5.1.

"Transferred Preferred Shares" has the meaning set forth in Section 5.10(b).

"U.S. GAAP" means the generally accepted accounting principles in the United States of America in effect from time to time.

"Violation" has the meaning set forth in Section 3.9(a).

"Warrants" has the meaning set forth in the recitals. After issuance of any Special Warrants, the reference to "Warrants" in this Agreement shall deem to include such Special Warrants as well.

"Warrant Holders" has the meaning set forth in Section 4.3(c).

"WFOE" has the meaning set forth in the preamble.

"WH Shares" has the meaning set forth in Section 5.2(a)(viii).

"Zhenwei" means Anji Zhenwei Liangshan Venture Capital Partnership L.P. (安吉真为两山创业投资合伙企业（有限合伙）) and Ningbo Zhenwei Qihang Equity Investment Partnership L.P. (宁波真为起航股权投资合伙企业（有限合伙）), collectively.

"Zhenwei Director" has the meaning set forth in Section 2.2(a).

1A. INTERPRETATION AND RULES OF CONSTRUCTION.

In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

(a) when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated;

(b) the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

(c) whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation";

(d) the words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(e) all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;

(f) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

(g) references to a Person are also to its successors and permitted assigns;

(h) the use of "or" is not intended to be exclusive unless expressly indicated otherwise;

(i) any reference to a contract or document is to that contract or document as amended, novated, supplemented, restated or replaced from time to time; and

(j) if any rights or obligations under this Agreement fall on a day or date which is not a Business Day, such rights or obligations shall instead fall on the next succeeding Business Day after such stated day or date.

2. INFORMATION RIGHTS, INSPECTION RIGHTS AND BOARD REPRESENTATION

2.1 Information Rights and Inspection Rights.

(a) Information Rights.

The Company covenants and agrees that, commencing on the Effective Date, so long as any Investor holds any Preferred Share, Conversion Share and/or Warrant, the Company will deliver to such Investor:

(i) within ninety (90) days after the end of each fiscal year, audited annual consolidated financial statements of the Group Companies for such fiscal year, audited by an accounting firm approved by the Board in accordance with IFRS or U.S. GAAP;

(ii) within sixty (60) days after the end of the first six (6) months of each fiscal year, an unaudited semi-annual consolidated financial statements of the Group Companies for such six-month period;

(iii) within thirty (30) days after the end of each calendar quarter, unaudited quarterly consolidated financial statements and a quarterly operational report of the Group Companies;

(iv) prompt written notice of any material litigation, material judgment against any of the Group Companies, and any notice from any Governmental Authority of the material non-compliance with, or any regulation by any of the Group Companies; and

(v) no later than thirty (30) days before the beginning of each fiscal year, an annual consolidated budget and business plan of the Group Companies for such fiscal year (the rights to have access to the information set out in (i) and (iv) collectively, the "Information Rights").

All the financial statements to be provided to the Investors pursuant to this Section 2.1(a) shall be prepared in conformance with IFRS, U.S. GAAP or other accounting principles as approved by the Board and shall consolidate all of the financial results of the Group Companies. All the information (including the financial statements) provided by the Company to the Investors pursuant to clauses (i) and (ii) of this Section 2.1(a) shall be verified and certified as true, correct and not misleading by the Chief Executive Officer or the Chief Financial Officer of the Company.

(b) Inspection Rights.

Each of the Group Companies covenants and agrees that, commencing on the Effective Date, so long as any Investor holds any Preferred Share, Conversion Share and/or Warrant, such Investor and Persons appointed by such Investor shall have the right to (i) visit and inspect the facilities and properties of each of the Group Companies, and examine and copy records, accounting vouchers and books of each of the Group Companies at any time during regular working hours upon reasonable prior notice to the relevant Group Company without disrupting the normal business of the relevant Group Company; and (ii) discuss the business, operations and conditions of the Group Companies with their respective directors, officers, employees, accountants and legal counsel, during regular working hours upon reasonable prior notice to the relevant Group Company without disrupting the normal business of the relevant Group Company; provided that such Investor agrees to keep confidential any information so obtained in accordance with Section 9 (*Confidentiality and Non-Disclosure*) (the "Inspection Rights").

(c) Termination of Rights.

The Information Rights and Inspection Rights shall terminate upon consummation of a Qualified IPO.

2.2 Board of Directors.

(a) Number of Directors.

The Company's Amended M&AA shall provide that the Board consists of up to four (4) members, and the maximum number of directors shall not be changed except pursuant to an amendment to the Amended M&AA. The holders of a majority of the Ordinary Shares, voting as a separate class, may appoint three (3) Directors (the "Ordinary Directors" and each an "Ordinary Director") and may in like manner remove with or without cause any Ordinary Director so appointed and may in like manner appoint another person in his/her stead. Zhenwei may appoint one (1) Director (the "Zhenwei Director") and may in like manner remove with or without cause the Zhenwei Director so appointed and may in like manner appoint another Person in his/her stead.

Each of Bain and CICC shall be entitled to appoint one observer (the "Observers") to the Board to attend board meetings of the Company in a non-voting observer capacity. The Company shall provide the Observers copies of all notices and materials at the same time and in the same manner as the same are provided to the Directors.

(b) Expenses.

The Company shall reimburse the Zhenwei Director and the Observers for all reasonable and documented out-of-pocket expenses incurred by such Zhenwei Director and Observers in attending Board meetings and for any other services as a Director or an Observer of the Company and/or any Subsidiary in accordance with the expenses reimbursement policy of the Company.

(c) Termination.

This Section 2.2 shall terminate upon consummation of a Qualified IPO and thereafter election and removal of the Directors shall be made pursuant to the Amended M&AA or other constitutional documents of the Company to be effective upon or after the consummation of the Qualified IPO, provided that, the Directors appointed before the consummation of a Qualified IPO shall have the right but not the obligation to resign or be removed from the Board.

3. REGISTRATION RIGHTS

3.1 Applicability of Rights.

The Investors shall be entitled to the following rights with respect to any potential public offering of the Company's Ordinary Shares in the United States and shall be entitled to reasonably analogous or equivalent rights with respect to any other offering of the Company's securities in any other jurisdiction in which the Company undertakes to publicly offer or list such securities for trading on a recognized securities exchange. These rights set forth in this Section 3 shall survive an IPO of the Company in the United States.

3.2 Definitions.

For purposes of this Section 3:

(a) Registration. The terms "register," "registered," and "registration" refer to a registration effected by filing a registration statement which is in a form which complies with, and is declared effective by the SEC (as defined below) in accordance with, the Securities Act.

(b) "Excluded Registration" means (i) a registration relating to the sale or grant of securities to employees of the Company or a Subsidiary pursuant to a stock option, stock purchase, equity incentive or similar plan; (ii) a registration relating to an SEC Rule 145 transaction or other acquisition, amalgamation, merger, arrangement, business combination or similar transaction by any Group Company of or with any other businesses; (iii) a registration in which the only Ordinary Shares being registered is Ordinary Shares issuable upon conversion of debt securities that are also being registered, or (iv) a registration on any registration form that does not permit secondary sales.

(c) Registrable Securities. The term "Registrable Securities" means: (1) any Ordinary Shares of the Company issued or issuable pursuant to conversion of any of the Preferred Shares, and (2) any Ordinary Shares issued (or issuable upon the conversion or exercise of any warrant, right or other security which is issued) as a dividend or other distribution with respect to, or in exchange for or in replacement of, any Preferred Shares described in clause (1) of this subsection (c), and (3) Ordinary Shares issued or issuable in respect of the Ordinary Shares described in clauses (1) and (2) above upon any share split, share dividend, share combination or consolidation, recapitalization, reclassification or other similar event in relation to the Shares, and (4) any depositary receipts issued by an institutional depositary representing any of the foregoing. Notwithstanding the foregoing, "Registrable Securities" shall exclude any Registrable Securities sold by a Person in a transaction in which rights under this Section 3 are not assigned in accordance with this Agreement, and any Registrable Securities which are sold in a registered public offering under the Securities Act or analogous statute of another jurisdiction, or sold pursuant to Rule 144 promulgated under the Securities Act or analogous rule of another jurisdiction.

(d) Registrable Securities Then Outstanding. The number of shares of "Registrable Securities Then Outstanding" shall mean the number of Ordinary Shares of the Company that are Registrable Securities and are then issued and outstanding or would be outstanding assuming full conversion of all securities, warrants or other rights which are, directly or indirectly, convertible, exercisable or exchangeable into or for Registrable Securities.

(e) IPO. The term "IPO" means the firm-commitment underwritten initial public offering by the Company of its Ordinary Shares pursuant to a registration statement that is filed with and declared effective by either the SEC under the Securities Act or another Governmental Authority for a Registration in a jurisdiction other than the United States.

(f) Holder. For purposes of this Section 3, the term "Holder" means any person owning or having the rights to acquire Registrable Securities or any permitted assignee of record of such Registrable Securities to whom rights under this Section 3 have been duly assigned in accordance with this Agreement.

(g) Form F-3 or Form S-3. The term "Form F-3" or "Form S-3" means such respective form under the Securities Act (including Form S-3 or Form F-3, as appropriate) or any successor registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

(h) SEC. The term "SEC" means the U.S. Securities and Exchange Commission.

(i) Registration Expenses. The term "Registration Expenses" shall mean all expenses incurred by the Company in complying with Sections 3.3, 3.4 and 3.5 hereof, including all registration and filing fees, printing expenses, fees, disbursements of counsels for the Company, reasonable and documented fees and disbursements of one counsel for the Holders, fees and disbursements for any special legal opinions as requested by the Company, the underwriters or their counsels, "blue sky" fees and expenses and the expense of any special audits incidental to or required by any such registration (but excluding any Selling Expenses, fees and disbursement of other counsel for the Holders, and the compensation of regular employees of the Company which shall be paid in any event by the Company).

(j) "Rule 144 Qualified Holder" or "Rule 144 Qualified Holders" has the meaning set forth in Section 3.10 below.

(k) Selling Expenses. The term "Selling Expenses" shall mean all underwriting discounts and selling commissions applicable to the sale of Registrable Securities pursuant to Sections 3.3, 3.4 or 3.5 hereof.

(l) Exchange Act. The term "Exchange Act" shall mean the United States Securities Exchange Act of 1934, as amended, and any successor statute.

(m) "Restricted Securities" has the meaning set forth in SEC Rule 144(a)(3).

(n) "SEC Rule 144" means Rule 144 promulgated by the SEC under the Securities Act.

(o) "SEC Rule 145" means Rule 145 promulgated by the SEC under the Securities Act.

3.3 Demand Registration.

(a) Request by Holders. Subject to the terms of this Agreement, if the Company shall, at any time after the earlier of (i) the fifth (5^{th}) anniversary of the Closing Date, or (ii) expiry of one hundred eighty (180) days following the effective date of a registration statement for an IPO, receive a written request from the Holders of at least fifty percent (50%) of the Registrable Securities Then Outstanding that the Company file a registration statement under the Securities Act (other than Form F-3 or Form S-3) covering the registration of a minimum twenty percent (20%) of the Registrable Securities of such requesting Holders (or any lesser percentage if the anticipated gross proceeds to the Company from the registration shall exceed US$5,000,000) pursuant to this Section 3.3, then the Company shall, within ten (10) Business Days of the receipt of such written request, give written notice of such request ("Request Notice") to all the Holders, and use its best efforts to effect, as soon as practicable, the registration under the Securities Act of all the Registrable Securities that the Holders request to be registered and included in such registration by written notice given by such Holders to the Company within twenty (20) days after receipt of the Request Notice.

(b) Limitations on Requested Registration. The Company shall not be obligated to effect, or to take any action to effect, any such registration pursuant to this Section 3.3:

(i) in any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, qualification, or compliance, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(ii) during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of filing of, and ending on a date one hundred twenty (120) days after the effective date of, a Company-initiated registration; provided that the Company is actively employing in good faith reasonable best efforts to cause such registration statement to become effective; or

(iii) if the Initiating Holders (as defined below) propose to dispose of shares of Registrable Securities that may be immediately registered on Form S-3 or F-3 pursuant to a request made pursuant to Section 3.5 below.

(c) Underwriting. If the Holders initiating the registration request under this Section 3.3 (the "Initiating Holders") intend to distribute the Registrable Securities covered by their request by means of an underwriting, then they shall so advise the Company as a part of their request made pursuant to this Section 3.3 and the Company shall include such information in the Request Notice. In such event, the right of any Holder to include its Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting by the Company and reasonably acceptable to the Holders of a majority of the Registrable Securities being registered. Notwithstanding any other provision of this Section 3.3, if the underwriter(s) advise(s) the Company in writing that marketing factors require a limitation of the number of securities to be underwritten, then the Company shall so advise all Holders of Registrable Securities which would otherwise be registered and underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be reduced as required by the underwriter(s) and allocated among the Holders of Registrable Securities on a pro rata basis according to the number of Registrable Securities Then Outstanding held by each Holder requesting registration (including the Initiating Holders); provided, however, that the number of shares of Registrable Securities to be included in such underwriting and registration shall not be reduced unless all other securities are first entirely excluded from the underwriting and registration including all shares that are not Registrable Securities and are held by any other Person, including any Person who is an employee, officer or director of the Company or any Subsidiary of the Company.

(d) Maximum Number of Demand Registrations. The Company shall not be obligated to effect more than two (2) such demand registrations as requested by the Holders of the Registrable Securities pursuant to this Section 3.3 provided that if the sale of all of the Registrable Securities sought to be included pursuant to this Section 3.3 is not consummated for any reason other than due to the action or inaction of the Holders including Registrable Securities in such Registration, such Registration shall not be deemed to constitute one of the Registration rights granted pursuant to this Section 3.3.

(e) Deferral. Notwithstanding the foregoing, if the Company shall furnish to the Holders requesting registration pursuant to this Section 3.3, a certificate signed by the President or Chief Executive Officer of the Company stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its shareholders for such registration statement to be filed at such time, then the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders; provided, however, that the Company may not utilize this right more than once in any twelve (12) month period; provided further, that the Company shall not register any other of its Shares during such ninety (90) day period (other than an Excluded Registration). A demand right shall not be deemed to have been exercised until such deferred registration shall have been effected.

(f) Other Shares. For the avoidance of doubt, the registration statement filed pursuant to the request of the Initiating Holders may, subject to the provisions of Section 3.3(c), include securities of the Company being sold for the account of the Company.

3.4 Piggyback Registrations.

Subject to the terms of this Agreement, if the Company proposes to register for its own account any of its Ordinary Shares (or Ordinary Share equivalent) in connection with the public offering of such securities, or if any demand registration of Equity Securities is requested by investors making equity investment in the Company subsequent to the equity investment in the Company by the Holders, the Company shall notify all the Holders of the Registrable Securities in writing at least thirty (30) days (or such a shorter period of time reasonably determined by the Company (after consultation with counsel) in order to avoid selected disclosure of material non-public information in violation of, or other violation of, any applicable securities law) prior to the anticipated filing of any registration statement under the Securities Act for purposes of effecting a public offering of securities of the Company (including, but not limited to, registration statements relating to secondary offerings of securities of the Company, but excluding registration statement for the IPO, registration statements relating to any registration under Section 3.3 or Section 3.5 of this Agreement, an Excluded Registration or any exchange offer of the Company for purposes of retiring or repurchasing any securities of any Group Company), and shall afford each such Holder an opportunity to include in such registration statement all or any part of the Registrable Securities then held by such Holder. Each Holder desiring to include in any such registration statement all or any part of the Registrable Securities held by it shall within twenty (20) days (or such a shorter period of time reasonably determined by the Company (after consultation with counsel) as specified in the Company's notice if the Company's notification period is less than thirty (30) days pursuant to this provision) after receipt of the above described notice from the Company, so notify the Company in writing, and in such notice shall inform the Company of the number of Registrable Securities such Holder wishes to include in such registration statement. If a Holder decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company or any subsequent investors, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company or any subsequent investors with respect to offerings of its securities, all upon the terms and conditions set forth herein.

(a) Underwriting. If a registration statement under which the Company gives notice under this Section 3.4 is for an underwritten offering, then the Company shall so advise the Holders of the Registrable Securities. In such event, the right of any such Holder's Registrable Securities to be included in a registration pursuant to this Section 3.4 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All the Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting. Notwithstanding any other provision of this Agreement but subject to Section 3.13, if the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of shares to be underwritten, then the managing underwriter(s) may exclude shares from the registration and the underwriting, and the number of shares that may be included in the registration and the underwriting shall be allocated, first, to the Company, second, to each of the Holders requesting inclusion of their Registrable Securities in such registration statement on a pro rata basis based on the total number of shares of Registrable Securities then held by each such Holder, and third, to holders of other securities of the Company; provided, however, that the right of the underwriter(s) to exclude shares (including the Registrable Securities) from the registration and underwriting as described above shall be restricted so that (i) the number of the Registrable Securities included in any such registration is not reduced below thirty percent (30%) of the aggregate number of shares of the Registrable Securities, on a pro rata basis, for which inclusion has been requested; and (ii) all shares that are not Registrable Securities and are held by any other Person, including any Person who is an employee, officer or director of the Company (or any subsidiary of the Company) shall first be excluded from such registration and underwriting before any Registrable Securities are so excluded.

(b) Not Demand Registration. Registration pursuant to this Section 3.4 shall not be deemed to be a demand registration as described in Section 3.3 above. There shall be no limit on the number of times the Holders may request registration of Registrable Securities under this Section 3.4.

(c) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 3.4 before or after the effective date of such registration, whether or not any Holder has elected to include Registrable Securities in such registration.

3.5 Form F-3 or Form S-3 Registration.

If at any time when it is eligible to use a Form S-3 or Form F-3 registration statement, in case the Company shall receive from the Holders of at least fifty percent (50%) of the Registrable Securities Then Outstanding a written request or requests that the Company effect (i) a registration on Form F-3 or Form S-3 for which the reasonably anticipated aggregate offering price to the public would be no less than US$5,000,000 and (ii) any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder or Holders, then the Company will:

(a) Notice. Promptly give written notice of the proposed registration and the Holder's or Holders' request therefor, and any related qualification or compliance, to all other Holders of the Registrable Securities; and

(b) Registration. As soon as practicable, effect such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holder's or Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder or Holders joining in such request as are specified in a written request given within twenty (20) days after the Company provides the notice contemplated by Section 3.5(a); provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section 3.5:

(i) if Form F-3 or Form S-3 is not available for such offering by the Holders;

(ii) if the Company shall furnish to the Holders a certificate signed by the Chief Executive Officer of the Company stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its shareholders for such Form F-3 or Form S-3 registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form F- 3 or Form S-3 registration statement no more than once during any twelve (12) month period for a period of not more than sixty (60) days after receipt of the request of the Holder or Holders initiating such registration request pursuant to this Section 3.5; provided that the Company shall not register any of its other Shares during such sixty (60) day period (other than an Excluded Registration). A registration right under Section 3.5 shall not be deemed to have been exercised until such deferred registration shall have been effected;

(iii) if the Company has, within the twelve (12) month period preceding the date of such request, already effected two Form F-3 or Form S-3 registrations pursuant to this Section 3.5;

(iv) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance; or

(v) during the period starting with the date thirty (30) days prior to the Company's good faith estimate of the date of filing of, and ending on a date ninety (90) days after the effective date of, a Company-initiated registration; provided that the Company is actively employing in good faith reasonable best efforts to cause such registration statement to become effective.

Subject to the foregoing, the Company shall file a Form F-3 or Form S-3 registration statement covering the Registrable Securities and other securities so requested to be registered as soon as practicable after receipt of the request or requests of the Holders.

(c) Not Demand Registration. Form F-3 or Form S-3 registrations shall not be deemed to be demand registrations as described in Section 3.3 above.

(d) Maximum Number of Form F-3 or Form S-3 Registration. The Company shall not be obligated to effect more than two (2) such F-3 or Form S-3 registrations as requested by the Holders of the Registrable Securities within twelve (12) months and pursuant to this Section 3.5 provided that if the sale of all of the Registrable Securities sought to be included pursuant to this Section 3.5 is not consummated for any reason other than due to the action or inaction of the Holders including Registrable Securities in such Registration, such Registration shall not be deemed to constitute one of the Registration rights granted pursuant to this Section 3.5.

(e) Underwriting. If the Holders of Registrable Securities requesting registration under this Section 3.5 intend to distribute the Registrable Securities covered by their request by means of an underwriting, the provisions of Section 3.3(c) shall apply to such registration.

(f) Other Shares. For the avoidance of doubt, the registration statement filed pursuant to the request of the Initiating Holders may, subject to the provisions of Section 3.5(e), include securities of the Company being sold for the account of the Company.

3.6 Expenses.

All Registration Expenses incurred in connection with any registration pursuant to Sections 3.3, 3.4 or 3.5 (but excluding the Selling Expenses) shall be borne by the Company, provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding for demand registration or registration on Form S-3 or Form F-3 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case all selling Holders shall bear such expenses pro rata based upon the number of Registrable Securities that were to be included in the withdrawn registration), unless the Holders of a majority of the Registrable Securities agree to forfeit their right to one registration pursuant to provisions herein. Each Holder participating in a registration pursuant to Sections 3.3, 3.4 or 3.5 shall bear such Holder's proportionate share (based on the total number of shares sold in such registration other than for the account of the Company) of all the Selling Expenses, in connection with such offering by the Holders.

3.7 Obligations of the Company.

Whenever required to affect the registration of any Registrable Securities under this Agreement the Company shall, as expeditiously as reasonably possible:

(a) Registration Statement. Prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its best efforts to cause such registration statement to become effective, and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to ninety (90) days or if earlier, until the distribution contemplated in the registration statement has been completed; provided, however, that (i) such ninety (90) day period shall be extended for a period of time equal to the period any Holder refrains from selling any securities included in such registration at the request of the underwriter(s), and (ii) in the case of any registration of the Registrable Securities on Form S-3 or Form F-3 which are intended to be offered on a continuous or delayed basis, in accordance with Rule 415 under the Securities Act or a successor rule, such ninety (90) day period shall be extended, if necessary, to keep the registration statement effective until all such Registrable Securities are sold.

(b) Amendments and Supplements. Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement.

(c) Prospectuses. Furnish to the Holders such number of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of the Registrable Securities owned by them that are included in such registration.

(d) Blue Sky. Use its best efforts to register and qualify the securities covered by such registration statement under such other securities or "blue sky" laws of such jurisdictions as shall be reasonably requested by the Holders; provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act.

(e) Underwriting. In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement in usual and customary form, with the managing underwriter(s) of such offering.

(f) Notification. Notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of (i) the issuance of any stop order by the SEC in respect of such registration statement, or (ii) the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.

(g) Opinion and Comfort Letter. Furnish, at the request of any Holder requesting registration of the Registrable Securities, on the date that such Registrable Securities are delivered to the underwriter(s) for sale, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the registration statement with respect to such securities becomes effective, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering and reasonably satisfactory to Holders of at least fifty percent (50%) of the Registrable Securities being included in such sale, or in an underwritten offering, to the lead underwriter(s), addressed to the underwriters, and (ii) letters dated as of (x) the effective date of the registration statement covering such Registrable Securities, or the date of, or required in, the underwriting agreement, as the case may be. and (y) the closing date of the offering, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering and reasonably satisfactory to Holders of at least fifty percent (50%) of the Registrable Securities being included in such sale, or in an underwritten offering, to the lead underwriter(s), addressed to the underwriters, if any.

3.8 Furnish Information.

It shall be a condition precedent to the obligations of the Company to take any action pursuant to Sections 3.3, 3.4 or 3.5 that the selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition of such securities as shall be required to timely effect the registration of their Registrable Securities.

3.9 Indemnification.

In the event any Registrable Securities are included in a registration statement under Sections 3.3, 3.4 or 3.5:

(a) By the Company. To the extent permitted by applicable Laws, the Company will indemnify and hold harmless each Holder, its partners, officers, directors, legal counsel, any underwriter (as defined in the Securities Act) for such Holder and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act, or other United States federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "Violation"):

(i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto;

(ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or

(iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any United States federal or state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any United States federal or state securities law in connection with the offering covered by such registration statement;

and the Company will reimburse each such Holder, its partner, officer, director, legal counsel, underwriter or controlling Person for any legal or other expenses reasonably incurred by them and documented, as such expenses are incurred, in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this subsection (a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, partner, officer, director, legal counsel, underwriter or controlling Person of such Holder.

(b) By Selling Holders. To the extent permitted by applicable Laws, each selling Holder will, if the Registrable Securities held by such Holder are included in the securities as to which such registration qualifications or compliance is being effected, indemnify and hold harmless the Company, each of its partners, officers, directors, legal counsel, each Person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling securities under such registration statement or any of such other Holder's partners, directors, officers, legal counsel or any Person who controls such Holder within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer, legal counsel, controlling Person, underwriter or such other Holder, partner or director, officer or controlling Person of such other Holder may become subject under the Securities Act, the Exchange Act or other United States federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration; and each such Holder will reimburse any legal or other expenses reasonably incurred (and documented) by the Company or any such director, officer, controlling Person, underwriter or other Holder, partner, officer, director or controlling Person of such other Holder in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this subsection (b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; and provided, further, that in no event shall any indemnity under this subsection (b) exceed the net proceeds received by such Holder in the registered offering out of which the applicable Violation arises.

(c) Notice. Promptly after receipt by an indemnified party under this Section 3.9 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 3.9, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential conflict of interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of liability to the indemnified party under this Section 3.9 to the extent the indemnifying party is prejudiced as a result thereof, but the omission to so deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 3.9.

(d) Contribution. In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any indemnified party makes a claim for indemnification pursuant to this Section 3.9 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 3.9 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any indemnified party in circumstances for which indemnification is provided under this Section 3.9; then, and in each such case, the indemnified party and the indemnifying party will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion so that a Holder (together with its related persons) is responsible for the portion represented by the percentage that the public offering price of its Registrable Securities offered by and sold under the registration statement bears to the public offering price of all securities offered by and sold under such registration statement, and the Company and other selling Holders are responsible for the remaining portion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions, or other actions that resulted in such loss, claim, damage, liability, or expense, as well as to reflect any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case: (A) no Holder will be required to contribute any amount in excess of the net proceeds to such Holder from the sale of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement, except in the case of willful misconduct or fraud by such Holder; and (B) no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

(e) Survival; Consents to Judgments and Settlements. Unless otherwise superseded by an underwriting agreement entered into in connection with the underwritten public offering, the obligations of the Company and Holders under this Section 3.9 shall survive the completion of any offering of Registrable Securities in a registration statement, regardless of the expiration of any statutes of limitation or extensions of such statutes. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

3.10 Termination of the Company's Obligations.

The Company's obligations under Sections 3.3, 3.4 and 3.5 with respect to any Registrable Securities proposed to be sold by a Holder in a registration pursuant to Section 3.3, 3.4 or 3.5 shall terminate upon the earlier of (i) such time after consummation of the Company's first registered public offering of Ordinary Shares as Rule 144 or another similar exemption under the Securities Act is available for the sale of all of such Holder's shares of Registrable Securities during a three-month period without registration (such a Holder, a "Rule 144 Qualified Holder"); and (ii) the fifth (5th) anniversary of the Qualified IPO; provided, however, that notwithstanding anything to the contrary in clause (i) of this Section 3.10, prior to the fifth (5th) anniversary of the Qualified IPO, in the event that any Rule 144 Qualified Holder holds Registrable Securities that represent more than five percent (5%) of the Ordinary Shares of the Company that are issued and outstanding or would be outstanding assuming full conversion of all securities, warrants or other rights which are, directly or indirectly, convertible, exercisable or exchangeable into or for the Ordinary Shares of the Company (with depositary receipts being calculated in the corresponding number of Ordinary Shares), at the proposed time of the registration of securities for an offering (or for the avoidance of doubt, if the offering is made under a shelf registration, at the proposed time of filing the prospectus supplement for such offering) as contemplated in Section 3.4, such Rule 144 Qualified Holder shall continue to be entitled to the piggyback right for such registration for such offering as set forth in Section 3.4; provided further that notwithstanding anything to the contrary in this Section 3 (Registration Rights), the aggregate number of all Registrable Securities that are so included in such registration for being part of such offering pursuant to requests of Rule 144 Qualified Holders shall not exceed twenty percent (20%) of the aggregate number of all securities included in such registration for being part of such offering (each measured in the number of corresponding Ordinary Shares).

3.11 No Registration Rights to Third Parties.

Without the prior written consent of the Holders of a majority of the Registrable Securities Then Outstanding, the Company covenants and agrees that it shall not grant, or cause or permit to be created, for the benefit of any Person any registration rights of any kind (whether similar to the demand, "piggyback" or Form F- 3 or Form S-3 registration rights described in this Section 3, or otherwise) relating to any securities of the Company which are senior to, or on a parity with, those granted to the Holders of Registrable Securities. In any event, if the Company grants to any holder of the Company's security any registration right of any nature that are superior to the Holders, as determined in good faith by the Board, the Company shall grant such superior registration right to the Holders as well.

3.12 Assignment of Registration Rights.

Subject to prior written notification by the Holder to the Company, the right to cause the Company to register Registrable Securities pursuant to this Agreement may be assigned by a Holder provided that: (i) the Holder is transferring all its Registrable Securities; (ii) the Holder is transferring at least 100,000 Registrable Securities; (iii) the Holder is transferring its Registrable Securities to a constituent partner or shareholder who agrees to act through a single representative; or (iv) the Holder is transferring its Registrable Securities to an Affiliate of such Holder; provided that: (a) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned; and (b) such transferee or assignee agrees in writing to be bound by and subject to the terms and conditions of this Agreement. In the event of a transfer or assignment of Registrable Securities which does not satisfy the conditions set forth above, such securities shall no longer be deemed to constitute "Registrable Securities" for purposes of this Agreement.

3.13 Market Stand-Off.

Each of the Controlling Shareholder, the Investors and other Shareholders hereby agrees that, if and to the extent requested by the Company or the underwriters managing the initial public offering of the Company's securities, it will not (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right, or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any securities of the Company (other than those permitted to be included in the registration and other transfers to Affiliates (which shall be subject to the same market stand-off provisions as the Investor/Shareholder transferor) permitted by law), or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Ordinary Shares or other securities, in cash, or otherwise (including to make any short sale of, or enter into any hedging or similar transaction with the same economic effect as a sale), without the prior written consent of the Company or such underwriters, as the case may be, for a period of time specified by the representative of the underwriters not to exceed one hundred and eighty (180) days from the effective date of the registration statement covering such initial public offering or the pricing date of such offering as may be requested by the underwriters. The foregoing provision of this Section 3.13 applies only to the IPO, but not to the Registrable Securities actually sold pursuant to such registration statement, and shall only be applicable to the Holders if all officers, directors and holders of five percent (5%) or more of the Company's outstanding share capital enter into similar agreements, and if the Company or any underwriter releases any officer, director or holder of five percent (5%) or more of the Company's outstanding share capital from his or her sale restrictions so undertaken, then each Holder shall be notified prior to such release and shall itself be simultaneously released to the same proportional extent (other than the release of any officer or director for bona fide tax or estate planning purposes). The Company shall require all future acquirers of the Company's securities holding at least five percent (5%) of the then outstanding share capital of the Company to execute prior to a Qualified IPO a market stand-off agreement containing substantially similar provisions as those contained in this Section 3.13. The underwriters in connection with such registration are intended third-party beneficiaries of this Section 3.13 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 3.13 or that are necessary to give further effect thereto.

3.14 Rule 144 Reporting.

With a view to making available to the Holders the benefits of certain rules and regulations of the SEC which may at any time permit the sale of the Registrable Securities to the public without registration or pursuant to a registration on Form F-3 or Form S-3, after such time as a public market exists for the Ordinary Shares, the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times after the effective date of the first registration under the Securities Act filed by the Company for an offering of its securities to the general public;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements); and

(c) so long as a Holder owns any Registrable Securities, to furnish to such Holder forthwith upon request (i) a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time after ninety (90) days after the effective date of the Company's initial public offering), the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), or its qualification as a registrant whose securities may be resold pursuant to Form F-3 or Form S-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company, and (iii) such other reports and documents of the Company as a Holder may reasonably request in availing itself of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to Form F-3 or Form S-3.

3.15 Delay of Registration.

No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any registration pursuant to this Agreement as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 3.

3.16 Restrictions on Transfer. The provisions of Section 3.16(a) will take effect only if and when the Company becomes a "reporting company" under the Exchange Act, or before the Company becomes a "reporting company", if and when the proposed sale, assignment, transfer, pledge or other disposition may constitute a distribution or public offering within the meaning of the Securities Act or other similar Laws in other applicable jurisdictions.

(a) The Holder of each certificate representing Registrable Securities by acceptance thereof agrees to comply in all respects with the provisions of this Section 3.16. Each Holder agrees not to make any sale, assignment, transfer, pledge or other disposition of all or any portion of the Restricted Securities, or any beneficial interest therein, unless and until:

(i) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) Such Holder shall have given prior written notice to the Company of such Holder's intention to make such disposition and shall have furnished the Company with a detailed description of the manner and circumstances of the proposed disposition, and, if reasonably requested by the Company, such Holder shall have furnished the Company, at its expense, with (A) an opinion of counsel, reasonably satisfactory to the Company, to the effect that such disposition will not require registration of such Restricted Securities under the Securities Act, (B) a "no action" letter from the SEC to the effect that the transfer of such securities without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto, or (C) any other evidence reasonably satisfactory to counsel to the Company to the effect that the proposed sale, pledge, or transfer of the Restricted Securities may be effected without registration under the Securities Act, whereupon the Holder of such Restricted Securities shall be entitled to transfer such Restricted Securities in accordance with the terms of the notice delivered by the Holder to the Company.

(b) Each certificate representing Registrable Securities shall (unless otherwise permitted by the provisions of this Agreement) be stamped or otherwise imprinted with a legend substantially similar to the following (in addition to any legend required under applicable state securities laws):

> "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS."
>
> "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, INCLUDING A LOCK-UP PERIOD OF UP TO 180 DAYS IN THE EVENT OF A PUBLIC OFFERING, AS SET FORTH IN A SHAREHOLDERS' AGREEMENT, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY."

The Holders consent to the Company making a notation on its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer established in this Section 3.16.

(c) The first legend referring to federal and state securities laws identified in Section 3.16(b) hereof stamped on a certificate evidencing the Restricted Securities and the share transfer instructions and record notations with respect to such Restricted Securities shall be removed and the Company shall issue a certificate without such legend to the holder of such Restricted Securities if (i) such securities are registered under the Securities Act, or (ii) such holder provides the Company with an opinion of counsel reasonably acceptable to the Company to the effect that a public sale or transfer of such securities may be made without registration under the Securities Act.

(d) A transferring Holder will cause any proposed purchaser, pledgee, or transferee of the Preferred Shares and/or the Registrable Securities held by such Holder to agree to take and hold such securities subject to the provisions and upon the conditions specified in this Agreement.

4. RIGHT OF PARTICIPATION

The Investors, any other holder of the Preferred Shares to which rights under this Section 4 have been duly assigned in accordance with Section 10.1 (each hereinafter referred to as a "Participation Rights Holder", collectively the "Participation Rights Holders") shall have the right of first refusal to purchase such Participation Rights Holder's Pro Rata Share (as defined in Section 4.1), of all (or any part) of any New Securities (as defined in Section 4.2) that the Company may from time to time issue after the Effective Date (the "Right of Participation"). Each Participation Rights Holder may apportion, at its sole discretion, its Pro Rata Shares among its Affiliates in any proportion.

4.1 Pro Rata Share.

A Participation Rights Holder's "Pro Rata Share" for purposes of the Right of Participation is the ratio of (a) the number of Ordinary Shares (calculated on a Fully Diluted Basis) held by such Participation Rights Holder, to (b) the total number of the Ordinary Shares (calculated on a Fully Diluted Basis) then outstanding immediately prior to the issuance of the New Securities giving rise to the Right of Participation.

4.2 New Securities.

"New Securities" shall mean any Preferred Shares, any other Shares of the Company designated as "preferred shares", Ordinary Shares or other Shares of the Company, whether now authorized or not, or rights, options or warrants to purchase such Equity Securities, or securities of any class whatsoever that are, or may become, convertible or exchangeable into such Equity Securities, provided, however, that the term "New Securities" shall not include:

(a) any Ordinary Shares issued as a dividend or distribution on the Preferred Shares;

(b) any Ordinary Shares issued or issuable upon conversion or exercise of the Preferred Shares;

(c) up to 6,818,182 Ordinary Shares (or options, warrants or other Equity Securities therefor) issued or issuable to the Group Companies' employees, officers, directors, contractors, advisors, consultants or any other Persons qualified pursuant to the equity incentive plans approved by the Board;

(d) any Equity Securities issued or issuable under Series A Purchase Agreements, including such Equity Securities issued or issuable pursuant to the exercise of the Warrants;

(e) any Equity Securities issued or issuable in connection with any share split, share dividend, share combination, recapitalization or other similar transaction of the Company in which all the Participation Rights Holders are entitled to participate on a pro rata basis or which have an anti-dilution effect in accordance with the Amended M&AA;

(f) any Equity Securities issued in connection with a Qualified IPO; and

(g) any Equity Securities issued or issuable in connection with a Trade Sale or an acquisition of another corporation or a joint venture approved pursuant to Section 8.

4.3 Procedures.

(a) First Participation Notice. In the event that the Company proposes to undertake an issuance of any New Securities (in a single transaction or a series of related transactions), it shall give to each Participation Rights Holder written notice of its intention to issue such New Securities (the "First Participation Notice"), describing the amount and class of the New Securities, the price and the general terms upon which the Company proposes to issue such New Securities. Each Participation Rights Holder shall have thirty (30) days from the date of receipt of any such First Participation Notice to agree on behalf of itself or its Affiliates in writing to purchase such Participation Rights Holder's Pro Rata Share of such New Securities for the price and upon the terms and conditions specified in the First Participation Notice by giving written notice to the Company and stating therein the quantity of the New Securities to be purchased (not to exceed such Participation Rights Holder's Pro Rata Share). If any Participation Rights Holder fails to so agree in writing within such thirty (30) day period to purchase such Participation Rights Holder's full Pro Rata Share of an offering of such New Securities, then such Participation Rights Holder shall forfeit the right hereunder to purchase that part of its Pro Rata Share of such New Securities that it did not agree to purchase.

(b) Second Participation Notice; Oversubscription. If any Participating Rights Holder fails or declines to fully exercise its Right of Participation in accordance with subsection (a) above, the Company shall promptly give notice (the "Second Participation Notice") to the other Participation Rights Holders who have fully exercised their Right of Participation (the "Fully Participating Investors") in accordance with subsection (a) above, which notice shall set forth the number of the New Securities not purchased by the other Participating Rights Holders pursuant to subsection (a) above (such shares, the "Overallotment New Securities"). Each Fully Participating Investor shall have thirty (30) days from the date of receipt of the Second Participation Notice to notify the Company of its desire to purchase more than its Pro Rata Share of the New Securities, stating the number of the additional New Securities it proposes to buy (the "Additional Number"). Such notice may be made by telephone if confirmed in writing within two (2) Business Days. If, as a result thereof, the total number of additional New Securities the Fully Participating Investors propose to buy exceeds the total number of the Overallotment New Securities, each Fully Participating Investor who proposes to buy more than such number of additional New Securities equal to the product obtained by multiplying (i) the number of the Overallotment New Securities by (ii) a fraction, the numerator of which is the number of the Ordinary Shares (calculated on a Fully Diluted Basis) held by such Fully Participating Investor and the denominator of which is the total number of Ordinary Shares (calculated on a Fully Diluted Basis) held by all Fully Participating Investors (an "Oversubscribing Fully Participating Investor") will be cut back by the Company with respect to its oversubscription to that number of the Overallotment New Securities equal to the lesser of (x) its Additional Number and (y) the product obtained by multiplying (i) the number of the Overallotment New Securities available for subscription by (ii) a fraction, the numerator of which is the number of the Ordinary Shares (calculated on a Fully Diluted Basis) held by such Oversubscribing Fully Participating Investor and the denominator of which is the total number of the Ordinary Shares (calculated on a Fully Diluted Basis) held by all the Oversubscribing Fully Participating Investors. Each Fully Participating Investor shall be obligated to buy such number of New Securities as determined by the Company pursuant to this Section 4.3 and the Company shall so notify the Fully Participating Investors within thirty (30) days following the date of the Second Participation Notice.

(c) Notwithstanding the foregoing, with respect to the Investors holding Warrants (the "Warrant Holders"), in the event any Warrant Holder exercises its Right of Participation (if such Warrant Holder is an entity incorporated in PRC) in accordance with this Section 4.3, at the election of the Warrant Holder, either (i) an offshore Affiliate of such Warrant Holder shall be entitled to purchase the Participation Rights Holder's Pro Rata Share and the Additional Number of such New Securities, which such Warrant Holder is entitled to purchase, for the price and upon the terms and conditions specified in the First Participation Notice and the Second Participation Notice, or (ii) subject to Section 12.14, the Company shall issue a warrant (the "Special Warrant") to such Warrant Holder, under which such Warrant Holder shall be entitled to exercise such Special Warrant in whole to purchase its Participation Rights Holder's Pro Rata Share and the Additional Number of such New Securities for the price and upon the terms and conditions specified in the First Participation Notice and the Second Participation Notice and in accordance with the terms and conditions as provided in such Special Warrant, and the Warrant Holder, as the case may be, shall enter into an onshore loan agreement with the Domestic Company and disburse an amount equal to the price of the New Securities which the Warrant Holder is entitled to purchase to the Domestic Company simultaneously with other Participating Participation Rights Holders.

4.4 Failure to Exercise.

If Participating Rights Holders fail or decline to exercise their rights or purchase all New Securities included in the First Participation Notice in accordance with Section 4.3, the Company shall have ninety (90) days following the expiration of the date of the First Participation Notice or the Second Participation Notice, as the case may be, to sell the New Securities described in the First Participation Notice (with respect to which the Right of Participation hereunder were not exercised) at the same or higher price and upon non-price terms no more favorable to the purchasers thereof than those specified in the First Participation Notice. In the event that the Company has not issued and sold such New Securities within such ninety (90)-day period, then the Company shall not thereafter issue or sell any New Securities without again first offering such New Securities to the Participation Rights Holders pursuant to this Section 4.

4.5 Termination.

The Right of Participation shall terminate upon consummation of a Qualified IPO.

5. TRANSFER RESTRICTIONS

5.1 Sale by Shareholder; Notice of Sale.

Subject to Sections 5.5 of this Agreement, if the Controlling Shareholder and any other holder of the Ordinary Shares (excluding any Ordinary Shares converted from the Preferred Shares held by any Investor pursuant to the Amended M&AA), any of his/her/its Affiliates and/or any of his/her/its permitted assignees to whom his/her/its rights under this Section 5 have been duly assigned in accordance with this Agreement and the Amended M&AA (the "Selling Shareholder") proposes to sell or transfer or exchange all or any Shares or other securities of the Company held by it/him/her directly or indirectly, then the Selling Shareholder shall promptly give written notice (the "Transfer Notice") to the Investors and other holders of the Preferred Shares (collectively, the "Non-Selling Shareholders") and the Company prior to such sale or transfer or exchange. The Transfer Notice shall describe in reasonable detail the proposed sale or transfer or exchange including the number of Shares to be sold or transferred or exchanged (the "Offered Shares"), the nature of such sale or transfer or exchange, the consideration to be paid, and the name and address of each prospective purchaser or transferee or acquirer.

5.2 Right of First Refusal.

(a) Non-Selling Shareholders' Right of First Refusal.

(i) Each Non-Selling Shareholder shall have the right for a period of thirty (30) days following the Non-Selling Shareholder's receipt of the Transfer Notice (the "First Refusal Period") to elect to purchase its respective pro rata share of the Offered Shares at the same price and subject to the same material terms and conditions as described in the Transfer Notice.

(ii) Each Non-Selling Shareholder may exercise such right of first refusal and, thereby, purchase all or any portion of its pro rata share of the Offered Shares, by notifying the Selling Shareholder and the Company in writing, before expiration of the thirty (30) day period as to the number of such Offered Shares that it wishes to purchase.

(iii) Each Non-Selling Shareholder's pro rata share of the Offered Shares shall be a fraction, the numerator of which shall be the total number of the Shares and other Equity Securities of the Company (calculated on a Fully Diluted Basis) owned by such Non-Selling Shareholder on the date of the Transfer Notice and the denominator of which shall be the total number of the Shares and other Equity Securities of the Company (calculated on a Fully Diluted Basis) held by all the Non- Selling Shareholders on such date.

(iv) If any Non-Selling Shareholder elects not to exercise or fully exercise or fails to fully exercise such right of first refusal pursuant to Section 5.2(a)(ii), the Selling Shareholder shall give notice of such election or failure to elect (the "Re-allotment Notice") to each other Non-Selling Shareholder that elected to purchase its entire pro rata share of the Offered Shares (the "Purchasing Holders"), which notice shall set forth the number of the Offered Shares not purchased by the other Non-Selling Shareholders pursuant to Section 5.2(a)(ii) (such shares, the "Remaining Offered Shares"). Such Re-allotment Notice may be made by telephone if confirmed in writing within two (2) Business Days. The Purchasing Holders shall have a right of re-allotment such that they shall have thirty (30) days from the date such Re-allotment Notice was given (the "Extension Period") to elect to increase the number of the Offered Shares they agreed to purchase under Section 5.2(a)(ii). Such right of re-allotment shall be subject to the following conditions: each Purchasing Holder shall first notify the Selling Shareholder of its desire to increase the number of the Offered Shares it agreed to purchase under Section 5.2(a)(ii), stating the number of the additional Offered Shares it proposes to buy (the "Additional Offered Shares"). Such notice may be made by telephone if confirmed in writing within two (2) Business Days. If, as a result thereof, the total number of Additional Offered Shares the Purchasing Holders propose to buy exceeds the total number of the Remaining Offered Shares, each Purchasing Holder who proposes to buy more than such number of additional Offered Shares equal to the product obtained by multiplying (i) the number of the Remaining Offered Shares by (ii) a fraction, the numerator of which is the number of the Ordinary Shares (calculated on a Fully Diluted Basis) held by such Purchasing Holder and the denominator of which is the total number of Ordinary Shares (calculated on a Fully Diluted Basis) held by all Purchasing Holders (an "Over-Purchasing Holder") will be cut back by the Selling Shareholder with respect to its over-purchase to that number of the Remaining Offered Shares equal to the lesser of (x) its Additional Offered Shares and (y) the product obtained by multiplying (i) the number of the Remaining Offered Shares available for over-purchase by (ii) a fraction, the numerator of which is the number of the Ordinary Shares (calculated on a Fully Diluted Basis) held by such Over-Purchasing Holder and the denominator of which is the total number of the Ordinary Shares (calculated on a Fully Diluted Basis) held by all the Over- Purchasing Holders.

(v) Subject to applicable securities Laws, the Investors and other holders of the Preferred Shares shall be entitled to apportion the Offered Shares to be purchased among its partners and Affiliates upon written notice to the Company and the Selling Shareholder.

(vi) If a Non-Selling Shareholder gives the Selling Shareholder notice that it desires to purchase the Offered Shares, then payment for the Offered Shares to be purchased shall be made by check or wire transfer in immediately available funds of the appropriate currency, against delivery of such Offered Shares to be purchased at a place agreed by the Selling Shareholder and all the participating Non- Selling Shareholders and at the time of the scheduled closing therefor (the "Right of First Refusal Closing"), which shall be no later than ninety (90) days after the Non- Selling Shareholder's receipt of the Transfer Notice, unless such notice contemplated a later closing with the prospective third party transferee or unless the value of the purchase price has not yet been established pursuant to Section 5.2(b).

(vii) Calculation of Shares. The number of Shares shall be calculated on a Fully Diluted Basis.

(viii) Rights of Investor as a Warrant Holder. Notwithstanding the foregoing, with respect to any Warrant Holder, in the event it exercises its right of first refusal to purchase the Offered Shares in accordance with subsections (i) to (vi) above, at the election of the Warrant Holder, either (x) subject to Section 12.14, the Company shall issue a Special Warrant to such Warrant Holder, under which the Warrant Holder shall be entitled to purchase its initial pro rata share of the Offered Shares and re-allotment pro rata share of the Additional Offered Shares (as the case may be, the "WH Shares") for the price and upon the terms and conditions specified in the Transfer Notice and in accordance with the terms and conditions as provided in such Special Warrant, and after the payment of the price of the WH Shares specified in the Transfer Notice by such Warrant Holder to the Domestic Company pursuant to an onshore loan agreement with the Domestic Company, the Company shall repurchase the WH Shares from the Selling Shareholder for the same price and reserve such number of shares for future issuance to such Warrant Holder upon exercise of the Special Warrant; or (y) an offshore Affiliate of such Warrant Holder shall be entitled to purchase the WH Shares for the price and upon the terms and conditions specified in the Transfer Notice.

(b) Purchase Price. The purchase price for the Offered Shares to be purchased by the Non-Selling Shareholders exercising their right of first refusal will be the price set forth in the Transfer Notice. If the purchase price in the Transfer Notice includes consideration other than cash, the cash equivalent value of the non-cash consideration will be as previously determined by the Board in good faith, which determination will be binding upon the Company and the Non-Selling Shareholder, absent fraud or error.

(c) Rights of Selling Shareholder. If any Non-Selling Shareholder exercises its right of first refusal to purchase the Offered Shares, then, upon the Right of First Refusal Closing, the Selling Shareholder will have no further rights as a holder of such Offered Shares except the right to receive outstanding payment for such Offered Shares from the Non-Selling Shareholder in accordance with the terms of this Agreement, and the Selling Shareholder will forthwith cause all certificate(s) evidencing such Offered Shares to be surrendered to the Non-Selling Shareholder for transfer to the Non-Selling Shareholder.

(d) Application of Co-Sale Right. Within ten (10) days after expiration of the First Refusal Period or the Extension Period, as applicable, the Selling Shareholder shall give each Non-Selling Shareholder a written notice (the "First Refusal Expiration Notice") specifying either (i) that all of the Offered Shares have been subscribed by the Non-Selling Shareholders exercising rights of first refusal, or (ii) that the Non-Selling Shareholders have not subscribed for all of the Offered Shares and that such Offered Shares that have not been subscribed by the Non-Selling Shareholders shall be subject to the co-sale right of the Co-Sale Holder (as defined in Section 5.3 below) described in Section 5.3 below, in which case the First Refusal Expiration Notice shall specify the Co-Sale Pro Rata Portion (as defined in Section 5.3 below) of the Offered Shares for the purpose of such co-sale right.

5.3 Co-Sale Right.

Each of the Non-Selling Shareholders that has not exercised its right of first refusal with respect to the Offered Shares proposed to be sold or transferred or exchanged by the Selling Shareholder (the "Co-Sale Holder") shall have the right, exercisable upon written notice to the Selling Shareholder and the Company (the "Co- Sale Notice") within thirty (30) days after receipt of the First Refusal Expiration Notice, to participate in the sale of the Offered Shares at the same price and subject to the same terms and conditions as set forth in the Transfer Notice. The Co-Sale Notice shall set forth the number of Shares (on a Fully Diluted Basis) that such Co-Sale Holder wishes to include in such sale or transfer or exchange, which amount shall not exceed the Co- Sale Pro Rata Portion (as defined below) of such Co-Sale Holder. To the extent the Co- Sale Holder exercises such right of co-sale in accordance with the terms and conditions set forth below, the number of the Offered Shares that the Selling Shareholder may sell in the transaction shall be correspondingly reduced. The co-sale right of each Co-Sale Holder shall be subject to the following terms and conditions:

(a) Co-Sale Pro Rata Portion. A Co-Sale Holder may sell all or any part of that number of Ordinary Shares held by it (on a Fully Diluted Basis) that is equal to the product obtained by multiplying (x) the aggregate number of the Offered Shares subject to the co-sale right hereunder by (y) a fraction, the numerator of which is the number of Ordinary Shares (on a Fully Diluted Basis) owned by such Co-Sale Holder at the time of the sale or transfer or exchange and the denominator of which is the combined number of Ordinary Shares (on a Fully Diluted Basis) at the time owned by all the Co-Sale Holders exercising the co-sale right hereunder and the Selling Shareholder (the "Co-Sale Pro Rata Portion"). The co-sale right under this Section 5.3 shall not apply with respect to any Shares sold or to be sold to the Non-Selling Shareholders under the right of first refusal under Section 5.2.

(b) Transferred Shares. A Co-Sale Holder shall effect its participation in the sale by promptly delivering to the Selling Shareholder for transfer to the prospective purchaser one or more certificates, properly endorsed for transfer, which represent:

(i) the number of Ordinary Shares which such Co-Sale Holder elects to sell;

(ii) such number of Preferred Shares that are at such time convertible into the number of Ordinary Shares that the Co-Sale Holder elects to sell (on a Fully Diluted Basis); provided in such case that, if the prospective purchaser objects to the sale, transfer or exchange of the Preferred Shares in lieu of the Ordinary Shares, the Co-Sale Holder shall convert such Preferred Shares into Ordinary Shares and deliver certificates for Ordinary Shares as provided in subsection 5.3(b)(i) above. The Company agrees to make any such conversion concurrent with the actual transfer of such shares to the prospective purchaser; or

(iii) a combination of the above.

(c) Payment to Co-Sale Holders; Registration of Transfer. The share certificate or certificates that a Co-Sale Holder delivers to the Selling Shareholder pursuant to subsection (b) above shall be transferred to the prospective purchaser upon consummation of the sale of the Offered Shares pursuant to the terms and conditions specified in the Transfer Notice, and the Selling Shareholder shall concurrently therewith remit to the Co-Sale Holder exercising the co-sale right that portion of the sale proceeds to which the Co-Sale Holder is entitled by reason of its participation in such sale. To the extent that any prospective purchaser or purchasers prohibits such assignment or otherwise refuses to purchase shares or other securities from the Co-Sale Holders exercising the co-sale right hereunder, the Selling Shareholder shall not sell to such prospective purchaser or purchasers any Offered Shares unless and until, simultaneously with such sale, the Selling Shareholder shall purchase such shares or other securities from the Co-Sale Holders exercising the co-sale right. The Company shall, upon surrendering by the prospective purchaser or the Selling Shareholder of the certificates for the Preferred Shares or Ordinary Shares being transferred from the Co- Sale Holders as provided above, make proper entries in the register of members of the Company and cancel the surrendered certificates and issue any new certificates in the name of the prospective purchase or the Selling Shareholder, as the case may be, as necessary to consummate the transactions in connection with the exercise by the Co- Sale Holder of its co-sale rights under this Section 5.3.

(d) Calculation of Shares. The number of Shares shall be calculated on a Fully Diluted Basis.

(e) Rights of Investor as a Warrant Holder. Notwithstanding the foregoing, in the event any Warrant Holder exercises its co-sale right in accordance with subsections (a) to (c) above, such Warrant Holder shall have the right to transfer such number of Shares issued or issuable upon exercise of its Warrant equal to its Co- Sale Pro Rata Portion (on a Fully Diluted Basis) at the same price and subject to commercially the same terms and conditions as set forth in the Transfer Notice to the prospective purchaser in accordance with the transfer mechanism as set forth in the Warrants. For the purposes of such transfer or assignment, upon the request of the relevant Warrant Holder, the Company and the Selling Shareholder shall procure the prospective purchaser to subscribe for the respective Co-Sale Pro Rata Portion of the Offered Shares from the Company, and upon receipt of the subscription price (the "Co- Sale Subscription Amount" of such Warrant Holder) for such Shares from the prospective purchaser by the Company, the Group Companies and the Selling Shareholder shall (i) pay its Co-Sale Subscription Amount to an offshore designee of the Warrant Holder, or (ii) use its commercially reasonable best efforts to assist such Warrant Holder to receive considerations, distributions or proceeds equal to its Co-Sale Subscription Amount in Renminbi within the PRC by the means permitted by applicable Laws (the exchange rate under this subsection (e) shall be the central parity rate of Renminbi against US dollars published by the People's Bank of China on the date such payment in Renminbi is made), and for the avoidance of doubt, in no event shall any Warrant Holder be entitled to any duplication of payments (in foreign exchange or in Renminbi) or any claim thereof for its Co-Sale Subscription Amount. Upon completion of the transfer or assignment, such Warrant Holder's Warrant shall be amended so as to reflect the transfer or assignment.

(f) Prohibited Transfer. In the event the Selling Shareholder transfers any Equity Securities of the Company in contravention of the co-sale right of the Co-Sale Holders hereunder (a "Prohibited Transfer"), each of the Co-Sale Holders, in addition to such other remedies as may be available at Law, in equity or hereunder, shall have the right (the "Put Right") to sell to the Selling Shareholder, at the same price and subject to commercially the same terms and conditions as set forth in the Transfer Notice, the number of Shares equal to the number of Shares such Co-Sale Holder would have been entitled to transfer to the prospective purchaser hereunder had the Prohibited Transfer been effected pursuant to and in compliance with the terms hereof.

5.4 Right to Transfer.

To the extent the Non-Selling Shareholders do not elect to purchase, and the Co-Sale Holders do not elect to participate in the sale of, the Offered Shares subject to the Transfer Notice, the Selling Shareholder may, not later than ninety (90) days following delivery to the Company and the Non-Selling Shareholders of the Transfer Notice, conclude a transfer of the Offered Shares covered by the Transfer Notice which shall have not been elected to be purchased by the Non-Selling Shareholders and the number of which shall have not been reduced pursuant to the co-sale right of the Co-Sale Holders hereunder, provided that, in each case, (i) such transfer shall be at the same or higher price and upon non-price terms no more favorable to the transferees thereof than those described in the Transfer Notice; and (ii) the third-party transferee of such Offered Shares shall have executed a deed of accession in form and substance approved by the Board (and such approval shall not be unreasonably delayed) and become a party to, and to be bound by, this Agreement (and each other relevant Transaction Documents), assuming all the rights and obligations of the Selling Shareholder under this Agreement (and each other relevant Transaction Documents) with respect to such Offered Shares. Any proposed transfer at lower price or upon non-price terms more favorable to the transferees thereof than or otherwise different from those described in the Transfer Notice, as well as any subsequent proposed transfer of any Offered Shares by the Selling Shareholder, shall again be subject to the right of first refusal of the Non-Selling Shareholders and the co-sale rights of the Co-Sale Holders and shall require compliance by the Selling Shareholder with the procedures described in Sections 5.2 and 5.3 of this Agreement.

5.5 Permitted Transfers.

The right of first refusal of the Non-Selling Shareholders and the co-sale rights of the Co-Sale Holders hereunder and the restrictions under Section 5.6 shall not apply to (a) a repurchase of Shares from a Selling Shareholder by the Company or its Subsidiaries at a price no greater than that originally paid by such Selling Shareholder for such Shares and pursuant to an agreement containing vesting and/or repurchase provisions approved by the Board; (b) any sale or transfer of Shares to the Company or its Subsidiaries pursuant to any Transaction Document or the terms of the equity incentive plans approved by the Board, (c) if a Selling Shareholder is an entity, any sale or transfer of any Shares to any Affiliate wholly owned by such Selling Shareholder, (d) any bona fide gift or sale or transfer to an Affiliate or other affiliated Persons for tax or estate planning purposes, and (e) any sales or transfer, or acquisition by designated Persons, as permitted or contemplated in the Warrants and Restructuring Documents (each such transfer, a "Permitted Transfer", collectively the "Permitted Transfers" and each foregoing transferee, a "Permitted Transferee", collectively the "Permitted Transferees"), provided, that adequate documentation therefor shall be provided to the Company and each Non-Selling Shareholder and that any Permitted Transferee (other than the Company) shall agree in writing to be bound by this Agreement (and each other relevant Transaction Documents) in place of the relevant transferor and shall execute a deed of accession in form and substance approved by the Board (and such approval shall not be unreasonably delayed) and become a party to, and to be bound by, this Agreement (and each other relevant Transaction Documents) as was the Selling Shareholder and that the Permitted Transferee shall not transfer its Shares except to the Selling Shareholder or other Permitted Transferee(s) of the Selling Shareholder.

5.6 Restriction on Transfers of Shares of the Company.

(a) Notwithstanding anything to the contrary contained herein, without the prior written consent of the Preferred Majority, the Founder, the Controlling Shareholder, or any Shareholder who is manager of any Group Company (or an Affiliate of such manager), shall not, and shall cause his/her/its Permitted Transferees not to, directly or indirectly (a "Transfer"):

(i) sell, assign, exchange or transfer through one or a series of transactions any Shares or securities of the Company held directly or indirectly by such Person to any other Person before a Qualified IPO or Trade Sale of the Company; or

(ii) pledge, hypothecate, mortgage, encumber or otherwise dispose of through one or a series of transactions any Shares or securities of the Company held directly or indirectly by such Person to any other Person before a Qualified IPO or Trade Sale of the Company.

(b) Following the Qualified IPO, the Founder, the Controlling Shareholder, or any Shareholder who is senior management of the Company shall comply with all applicable rules and requirements in connection with lock-up or disposal of shares imposed by the stock exchange where the Qualified IPO has occurred.

(c) Any attempt by any Selling Shareholder to transfer any Shares or securities of the Company in violation of this Section 5 shall be void and the Company hereby agrees it will not effect such a transfer nor will it treat any alleged transferee as the holder of such Shares or securities without the prior written approval of the Preferred Majority.

(d) Each of the Selling Shareholders shall not, and shall cause his/her/its Permitted Transferees not to, without the prior written consent of the Board, transfer or dispose of any of his/her/its Shares to any person or entity that at the time of the transfer such Selling Shareholder or Permitted Transferee knows, or has reasonable grounds to know, to be engaging in a business that is in direct competition with the Business of the Group Companies, or to any third party acting on behalf of such Person, unless such transfers or sales are on the open market after the date of a Qualified IPO.

(e) Notwithstanding anything to the contrary contained herein, without the prior written consent of the Preferred Majority:

(i) Except as provided in the Restructuring Documents, the Founder shall not, and shall not cause or permit any other Person to, directly or indirectly, sell, assign, transfer, pledge, mortgage, encumber or otherwise dispose through one or a series of transactions any equity interest held or controlled by him/her in any PRC Company to any Person. Any transfer in violation of this Section shall be void and each PRC Company hereby agrees it will not effect such a transfer nor will it treat any alleged transferee as the holder of such equity interest.

(ii) Except as provided in this Agreement, the Series A Purchase Agreements and the Restructuring Documents, each PRC Company shall not, and the Founders shall cause each PRC Company not to, issue to any Person any Equity Securities of such PRC Company or any options or warrants for, or any other securities exchangeable for or convertible into, such Equity Securities of each PRC Company.

(f) For the avoidance of doubt, any Transfer of Equity Securities of the Controlling Shareholder by the holders of the preferred shares of the Controlling Shareholder shall not deemed a Transfer of Shares of the Company, and shall not be subject to the restrictions under this Section 5.

5.7 Term.

The provisions under this Section 5 shall terminate upon consummation of a Qualified IPO.

5.8 Legend.

Each certificate representing the Ordinary Shares (excluding the Ordinary Shares issued or issuable pursuant to conversion of the Preferred Shares) shall bear legends in the following form (in addition to any legend required under any other applicable securities laws):

THE ORDINARY SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AS SET FORTH IN THE SHAREHOLDERS' AGREEMENT, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES.

5.9 Accession to this Agreement.

Each party agrees that, if any Shareholder transfers any Shares to any third party transferee, such Shareholder shall cause such third party transferee to execute a deed of accession in form and substance approved by the Board (and such approval shall not be unreasonably delayed) and become a party to, and to be bound by, this Agreement (and each other relevant Transaction Documents), assuming, subject to Sections 10.1 and 12.5, all the rights and obligations of such Shareholder under this Agreement (and each other relevant Transaction Documents) with respect to the Shares to be transferred.

5.10 Transfer by the Investors.

(a) For the avoidance of doubt, any Investor (including for the avoidance of doubt holders of Warrants) may assign and transfer any Shares of the Company held by it to any Person (other than the transactions restricted pursuant to Section 5.10(b)), provided that such Investor shall notify the Company of such proposed transfer and assignment in advance. The transfer restrictions and requirements provided in this Section 5 (except for Section 5.8 and Section 5.10(b)) shall not apply to any sale or transfer of any Shares by any Investor.

(b) In the event that any Investor proposes to transfer any of its Preferred Shares, Conversion Shares and/or other Equity Securities of any Group Company (the "Transferred Preferred Shares") to (x) any Competitor (as defined below), (y) any Person that is, directly or indirectly, Controlled by any Competitor, or (z) any limited partnership or fund with any Competitor (A) acting as its general partner or fund manager or (B) holding, directly or indirectly, two-thirds (2/3) or more limited partnership interest thereof and also controlling a majority of seats in a decision-making committee, such Investor shall give to the Controlling Shareholder a written notice of the transfer of its Transferred Preferred Shares (the "Investor Notice"), describing (I) the number of its Transferred Preferred Shares to be transferred, (II) the consideration and the general terms upon which such Investor proposes to transfer such Transferred Preferred Shares, (III) the name and address of the prospective transferee, (IV) to the best knowledge of such Investor, whether such prospective transferee constitutes as a Person that is, directly or indirectly, Controlled by any Competitor, and (V) to the best knowledge of such Investor, whether such prospective transferee constitutes as a limited partnership or fund with any Competitor acting as its general partner or fund manager or holding, directly or indirectly, two-thirds (2/3) or more limited partnership interest thereof and also controlling a majority of seats in a decision-making committee; provided that the foregoing shall not apply to any proposed transfer of Transferred Preferred Shares by any Investor to any of its Affiliates or to any other Person, which holds a passive minority investment in any Competitor, directly or indirectly, and does not possess the power or authority to direct, directly or indirectly, the business, management and policies of such Person other than certain protective rights for minority investors. Each of the holders of the Ordinary Shares, the Controlling Shareholder, the designated Persons of the Controlling Shareholder (collectively, the "Buyers", and each a "Buyer") shall have one (1) month (the "Purchase Period") following receipt of the Investor Notice to elect to purchase all (but not part) the Transferred Preferred Shares at the same price and subject to the same material terms and conditions as described in the Investor Notice, by notifying such Investor in writing before expiration of the Purchase Period as to its decision. In the event the Buyers fail to notify their intention to exercise their right of first refusal within the Purchase Period in accordance with the terms hereof, the right of first refusal of the Buyers shall be terminated. To the extent the Buyers do not elect to purchase or fail to exercise such right of first refusal pursuant to this Section 5.10(b), the Transferred Preferred Shares subject to the Investor Notice, such Investor may conclude a transfer of the Transferred Preferred Shares covered by the Investor Notice which shall have not been elected to be purchased by the Buyers, provided that, in each case, (i) such transfer shall be at the same or higher price and upon non-price terms no more favorable to the transferee thereof than those described in the Investor Notice; and (ii) the transferee of such Transferred Preferred Shares shall have executed a deed of accession and become a party to, and to be bound by, this Agreement, assuming, subject to Sections 10.1 and 12.5, all the rights and obligations of such Investor under this Agreement with respect to such Transferred Preferred Shares. A "Competitor" shall mean such Persons whose business is in direct competition with the Business of the Group Companies, with the list of which attached as Exhibit B hereto. The list of Competitors may be updated by the Controlling Shareholder once every six (6) months, subject to the prior written consent of the Board, and provided that the total number of the Competitors under the updated list shall in no event exceed five (5).

6. LIQUIDATION

6.1 Liquidation Preferences. Upon the occurrence of any Liquidation Event, whether voluntary or involuntary, the assets of the Company legally available for distribution or the proceeds from a Trade Sale (as the case may be) shall be distributed among the holders of the outstanding Shares in the following order and manner:

(a) In priority to any payment to the holders of Ordinary Shares and any other Shares, pay to each holder of Series A Preferred Shares, an amount per Series A Preferred Share equal to (w) 100% of the Original Series A Preferred Issue Price (As Adjusted), plus (x) annual interest calculated at an interest rate of eight percent (8%) per annum on Original Series A Preferred Issue Price (As Adjusted), compounded annually from the date of the Series A Original Issue Date and up to and including the date of receipt by the holder thereof of the full Series A Liquidation Preference Amount (as defined below), plus (y) all accrued declared but unpaid dividends (collectively, the "Series A Liquidation Preference Amount"). If the Company has insufficient assets to permit payment of the Series A Liquidation Preference Amount in full to all holders of Series A Preferred Shares, then the assets of the Company shall be distributed to the holders of the Series A Preferred Shares in proportion to the full Series A Liquidation Preference Amount each such holder of Series A Preferred Shares would otherwise be entitled to receive under this Section 6.

(b) After the payment of Series A Liquidation Preference Amount has been fully made in accordance with Section 6.1(a), pay and distribute all of the remaining assets and/or the remaining proceeds resulting from the Trade Sale (as the case may be) of the Company available for distribution ratably among all the Shareholders (including the holders of Series A Preferred Shares who has received its applicable Preference Amount) according to the relative number of Ordinary Shares held by such Shareholders (calculated on a Fully Diluted Basis).

6.2 Liquidation Event. Any of the following events shall be treated as a liquidation (each, a "Liquidation Event") under this Section 6 unless waived in writing by the Preferred Majority (i) any voluntary or involuntary liquidation, winding-up, or dissolution of the Company and (ii) any Trade Sale.

6.3 Rights of Investor as a Warrant Holder. For the avoidance of doubt and notwithstanding any other provision of this Agreement and Amended M&AA to the contrary, upon the occurrence of any Liquidation Event, each Warrant Holder shall be entitled to exercise its Warrant (pursuant to its terms and conditions) immediately before the closing of such Liquidation Event, and thereafter enjoy the rights to receive its respective distributions as the holders of relevant Preferred Shares (as the case may be) pursuant to this Section 6 (the "Respective Liquidation Amount"), and each of the Group Companies and other shareholders shall, upon the request of the relevant Warrant Holder, use its commercially reasonable best efforts to assist such Warrant Holder to exercise its Warrant (pursuant to its terms and conditions) and provide commercially reasonable assistance. In the event that such Warrant Holder has not completed the requisite registrations and/or fillings and obtain relevant approvals from the competent Governmental Authority of the PRC with respect to its outbound direct investment to the Company or fails to exercise its Warrant (pursuant to its terms and conditions) due to other reasons, upon the request of the relevant Warrant Holder, the Group Companies shall (i) pay such amount of the Respective Liquidation Amount to an offshore designee of such Warrant Holder or (ii) use its commercially reasonable best efforts to assist such Warrant Holder to receive considerations, distributions or proceeds equal to its Respective Liquidation Amount in Renminbi within the PRC by the means permitted by applicable Laws (the exchange rate under this Section 6.3 shall be the central parity rate of Renminbi against US dollars published by the People's Bank of China on the date such payment in Renminbi is made), and for the avoidance of doubt, in no event shall any Warrant Holder be entitled to any duplication of payments (in foreign exchange or in Renminbi) for its Respective Liquidation Amount.

7. REDEMPTION AND PURCHASE OF SHARES

7.1 The Preferred Shares shall be redeemable at the option of holders of such Preferred Shares in accordance with this Section 7.1:

(a) Optional Redemption

(i) At any time and from time to time,

(1) in the event that the Company has not achieved a Qualified IPO or a Trade Sale approved pursuant to the Amended M&AA and this Agreement on or before September 30, 2022;

(2) in the event that there is any material breach by any Warrantor (as defined in the Series A Purchase Agreements) of any of the Transaction Documents applicable to the Investors (including but not limited to that any Group Company fails to obtain or maintain any consent, license or permit from the competent Government Authority to the extent that (x) such consent, license or permit is necessary for the operation of the Business, (y) such Business has been or may be otherwise expected to be suspended or terminated without such consent, license or permit, at the time of delivery of the Initial Redemption Notice, and (z) such Group Company fails to obtain or maintain such consent, license or permit (or alternatively provide any alternative plan) satisfactory to the Investors within ninety (90) days (or such a longer period of time agreed by the Investors) of the receipt of such Investors' written request);

(3) in the event that (A) there is any material breach of the Restructuring Documents by any of the parties thereto, or (B) there is any material adverse change in the regulatory environment, under which circumstance the Restructuring Documents have become or will become invalid, illegal or unenforceable, or (C) the validity and/or enforceability of the Restructuring Documents is being materially impaired, as a result of which impairment the assets and net earnings of the Domestic Company can no longer be consolidated with the assets and net earnings of the Company or can no longer be recorded on the books of the Company for financial reporting purposes in accordance with applicable accounting principles, and without limiting the application of other Redemption Events and in and only in the case of (B) and (C), the Company fails to provide any alternative restructuring plan in such form and substance satisfactory to the Investor, within nine (9) months of the receipt of such Investor' written request;

(4) in the event that there is any Warrantor's conviction of breaches or violation of applicable Laws and/or regulations which is reasonably expected to have a Material Adverse Effect (as defined in the Series A Purchase Agreements) on the Group Companies (including but not limited to the violation by the Founder of any criminal Laws, misrepresentation or moral turpitude or violation of applicable securities Law, violation of any anti-corruption/anti-bribery Laws, regulations or policies or any conviction, in each case causing the Founder unable to perform his duties to the Group Companies); or

(5) in the event that any other Shareholder requests the Company to redeem its Shares pursuant to the terms and the conditions of this Agreement, the Amended M&AA or other instrument entitling them to such redemption right (together with the events set out in (1) through (4) collectively, the "Redemption Events"),

each Investor may require the Company to redeem or purchase, as applicable, up to all of the then outstanding Series A Preferred Shares held by such Investor subject to and in accordance with this Section 7.1.

(ii) Any Investor electing redemption pursuant to Section 7.1(a)(i) shall deliver a written notice (the "Initial Redemption Notice") to the Company specifying the intended date of redemption and the number of its Series A Preferred Shares to be redeemed pursuant to this Section 7.1, in which case the Company shall (1) promptly thereafter provide all of the other Investors notice of the Initial Redemption Notice and of their right to participate in such redemption ("Redemption Participation Notice"), which right is exercisable by each such holder in their own discretion by delivering a written notice (each, a "Redemption Notice") to the Company within fifteen (15) days of the giving of such notice by the Company, requesting and specifying redemption of all or part of their Series A Preferred Shares (together with the Series A Preferred Shares requested to be redeemed in the Initial Redemption Notice, the "Redeeming Preferred Shares", each, a "Redeeming Preferred Share"), and (2) subject to Section 7.1(b), pay to each Investor (each, a "Redeeming Preferred Shareholder") for which an Initial Redemption Notice or a Redemption Notice has been timely submitted in respect of such Redeeming Preferred Shares, the Redemption Price for each Redeeming Preferred Share, in any event within sixty (60) days of the date of the delivery of Initial Redemption Notice (such date of payment, the "Redemption Date").

(iii) In the event of any redemption pursuant to this Section 7.1(a), the redemption price per Series A Preferred Share shall be the sum of (x) the Original Series A Preferred Issue Price (As Adjusted), and (y) interest calculated at an interest rate of eight percent (8%) per annum on Original Series A Preferred Issue Price (As Adjusted), compounded annually from the date of the Series A Original Issue Date and up to and including the date of receipt by the holder thereof of the full redemption amount (the "Redemption Price").

(iv) If the Company's assets and funds which are legally available on the date that any amount of aggregate Redemption Price for the Preferred Shares under this Section 7.1 is due are insufficient to pay in full such amount of aggregate Redemption Price to be paid on such due date, or if the Company is otherwise prohibited by applicable Law from making such redemption, the funds that are legally available shall nonetheless be paid and applied on the Redemption Date in a pro-rata manner against each Redeeming Preferred Share in accordance with the relative full amounts owed thereon, and the shortfall shall be paid and applied from time to time out of legally available funds immediately as and when such funds become legally available in a pro-rata manner against each Redeeming Preferred Share in accordance with the relative remaining amounts owed thereon. Notwithstanding any provision to the contrary in this Agreement and the Amended M&AA, none of any other class of Shares of the Company (except the Preferred Shares) shall be redeemed, and no redemption or repurchase payment for any such other class of Shares of the Company shall be paid, unless and until all of the Preferred Shares have been redeemed and the applicable aggregate Redemption Price for all Preferred Shares have been fully and irrevocably paid pursuant to this Section 7.1, if a Redemption Event occurs. Once the Company has received the Redemption Notice, it shall not, and shall procure that none of the Group Companies shall, take any action which might have the effect of delaying, undermining or restricting the redemption, and the Company shall in good faith use all best efforts to increase as expeditiously as possible the amount of legally available redemption funds including causing any other Group Companies to distribute any and all available funds to the Company for purposes of paying the applicable Redemption Price for all redeeming Preferred Shares on the Redemption Date. If the Company fails (for any reason other than the failure of any Redeeming Preferred Shareholder to take any action or do anything required by such Redeeming Preferred Shareholder in connection with the redemption of such Redeeming Preferred Shareholder's shares) to redeem any Preferred Shares on its due date for redemption then, as from such date until the date on which the same are redeemed, the Company shall not declare or pay any dividend nor otherwise make any distribution of or otherwise decrease its profits available for distribution.

(b) For the avoidance of doubt, any Redeeming Preferred Shareholder shall have the right to elect in writing at any time prior to the Redemption Date to convert any or all of its Preferred Shares into Ordinary Shares at the then- effective Applicable Conversion Price (as defined in the Amended M&AA), in which case such Redeeming Preferred Shareholder shall not be entitled to or receive any Redemption Price in respect of any Redeeming Preferred Shares converted (or to be converted).

(c) Before any Redeeming Preferred Shareholder shall be entitled to receive the aggregate Redemption Price under this Section 7.1, such Redeeming Preferred Shareholder shall deliver a duly executed instrument of transfer in favor of the Company and shall surrender such Redeeming Preferred Shareholder's certificate or certificates, in each case representing such Redeeming Preferred Shares, to the Company, and thereupon the applicable amount of the aggregate Redemption Price shall be payable to the order of the Person whose name appears on the Register of Members of the Company as the owner of such Shares and each such certificate shall be cancelled after all the Shares represented by such certificate are redeemed. In the event less than all the Shares represented by any such certificate are redeemed, a new certificate shall be promptly issued representing the unredeemed Shares. Unless there has been a default in payment of the applicable amount of the aggregate Redemption Price, upon cancellation of the certificate representing such Redeeming Preferred Shares, all dividends on such Preferred Shares designated for redemption on the Redemption Date shall cease to accrue and all rights of the Redeeming Preferred Shareholders thereof, except the right to receive the applicable amount of the aggregate Redemption Price thereof (including all declared and unpaid dividend up to the applicable Redemption Date), without interest, shall cease and terminate and such Redeeming Preferred Shares shall cease to be issued shares of the Company.

(d) Without limiting any rights of the Redeeming Preferred Shareholders which are set forth in the Amended M&AA and this Agreement, or are otherwise available under applicable Laws, the balance of any Redeeming Preferred Shares subject to redemption hereunder with respect to which the Company has become obligated to pay the applicable amount of aggregate Redemption Price but which it has not paid in full shall not be redeemed until the Company has paid in full the Redemption Price required with respect to the redemption of such Redeeming Preferred Shares, and prior to such payment and redemption, such Redeeming Preferred Shares shall continue to have all the powers, designations, preferences and relative participating, optional, and other special rights (including rights to dividends) which such Shares had prior to such date. Nothing in this Section 7.1 shall be deemed to limit in any way the obligation of the Company to effect the redemption of any Redeeming Preferred Shares, or to make any payment required, pursuant to this Section 7.1.

(e) For the avoidance of doubt and notwithstanding any other provision of the Transaction Documents to the contrary, upon the occurrence of the Redemption Event, each Warrant Holder shall be entitled to exercise its Warrant (pursuant to its terms and conditions) immediately before the closing of such Redemption Event, and thereafter enjoy the rights to initiate or participate in the redemption by delivering the Initial Redemption Notice or the Redemption Notice to the Company as the holders of relevant Preferred Shares (as the case may be) pursuant to this Section 7.1, and each of the Group Companies and other Shareholders shall, upon the request of the relevant Warrant Holder, use its commercially reasonable best efforts to assist such Warrant Holder to exercise its Warrant (pursuant to its terms and conditions) and provide commercially reasonable assistance. In the event that such Warrant Holder has not completed the requisite registrations and/or fillings and obtain relevant approvals from the competent Governmental Authority of the PRC with respect to its outbound direct investment to the Company or fails to exercise its Warrant (pursuant to its terms and conditions) due to other reasons, upon the request of the relevant Warrant Holder, the Group Companies shall (i) pay the respective Redemption Price to an offshore designee of such Warrant Holder or (ii) use its commercially reasonable best efforts to assist such Warrant Holder to receive considerations, distributions or proceeds equal to its respective Redemption Price in Renminbi within the PRC by the means permitted by applicable Laws (the exchange rate under this subsection (e) shall be the central parity rate of Renminbi against US dollars published by the People's Bank of China on the date such payment in Renminbi is made), and for the avoidance of doubt, in no event shall any Warrant Holder be entitled to any duplication of payments (in foreign exchange or in Renminbi) for its respective Redemption Price.

(f) The Controlling Shareholder hereby irrevocably and unconditionally guarantees to the Redeeming Preferred Shareholders the proper and punctual performance by the Company of the Company's obligations under this Section 7. The Controlling Shareholder further undertakes and covenants to the Redeeming Preferred Shareholders that, upon the occurrence of any event set forth in Section 7(a)(i), and if the Company's assets or funds legally available are insufficient to pay the Redemption Price of such Redeeming Preferred Shareholders in full, such Redeeming Preferred Shareholders shall have a put option to sell to the Controlling Shareholder or any party designated by the foregoing all or any portion of the Redeeming Preferred Shares which has not been redeemed by the Company at the per share price equal to the Redemption Price. The Founder further undertakes and covenants to the Redeeming Preferred Shareholders that, upon the occurrence of any event set forth in Section 7(a)(i), and if the Company's assets or funds legally available are insufficient to pay the Redemption Price of such Redeeming Preferred Shareholders in full and the Controlling Shareholder fails to pay all the outstanding Redemption Price, such Redeeming Preferred Shareholders shall have a put option to sell to the Founder or any party designated by the foregoing all or any portion of the Redeeming Preferred Shares which has not been redeemed by the Company and purchased by the Controlling Shareholder at the per share price equal to the Redemption Price. For the avoidance of doubt, the obligations of the Company, the Controlling Shareholder and the Founder under this Section 7 shall be on a joint and several basis. Notwithstanding the foregoing, the obligations of each of the Controlling Shareholder and the Founder hereunder shall be limited to the value of the Shares of the Company directly or indirectly owned by it/him and the proceeds received by the foregoing by selling such Shares of the Company.

8. PROTECTIVE PROVISIONS

8.1 Matters Requiring Consent of the Majority Shareholders.

In addition to any other vote or consent required elsewhere in this Agreement, the Amended M&AA or by any applicable statute, each Group Company shall not, and the Controlling Shareholder shall procure that each Group Company shall not, take any of the following actions without the affirmative vote or prior written consent of the Majority Shareholders:

(a) adoption, change or waiver of any provision of the memorandum and articles of association or other charter documents of any Group Company;

(b) any increase, decrease, cancellation, or alteration of authorized share capital of any Group Company;

(c) any Trade Sale, Liquidation Event, reorganization, split or any filing by or against any Group Company for the appointment of a receiver, administrator or other form of external manager, or the winding up, liquidation, bankruptcy or insolvency of any Group Company;

(d) change the number or composition of the board of directors of any Group Company, or establishment of any committees of the board of directors of any Group Company;

(e) any amendment or change of the rights, preferences, privileges or powers of, or the restrictions provided for the benefit of the Preferred Shares;

(f) any authorization, creation or issuance by the Company of any class or series of securities, any instruments that are convertible into securities, or the reclassification of any outstanding securities into other securities (in each case excluding the issuance of Equity Securities described in any of subsections (a) to (e) of Section 4.2 and subsection (g) of Section 4.2);

(g) any repurchase, redemption or cancellation of any Equity Securities of the Company other than pursuant to (x) the respective redemption right of the holders of the Preferred Shares as provided in this Agreement and the Amended M&AA, (y) contractual rights to repurchase Ordinary Shares from the employees, officers, directors or consultants of the Group Companies upon termination of their employment or services pursuant to an agreement containing vesting and/or repurchase provisions approved pursuant to Section 8.1 of this Agreement, or (z) the Warrants; and

(h) adoption, termination or material amendment of any employee stock option plan and determination of terms and conditions thereof (including total number of shares to be granted, exercise price and vesting schedule), or any other agreement containing vesting and/or repurchase provisions to repurchase Ordinary Shares from the employees, officers, directors or consultants of the Group Companies upon termination of their employment or services,

provided that, where a special resolution or an ordinary resolution, as the case may be, is required by applicable statute to approve any of the matters listed above, and such matter has not received the affirmative vote or prior written consent of the Majority Shareholders, then the Shares held by the holders who voted against the special resolution or the ordinary resolution, as the case may be, shall together carry the number of votes equal to the votes of all members who voted for the resolution plus one.

8.2 Voting With Warrant Holders.

For the purpose of all shareholders' meetings of the Company, and voting on corporate matters in accordance with the Amended M&AA and this Agreement in respect of the Company, all Parties hereto agree to convene a meeting of all holders of Equity Securities of the Company, including the Warrant Holders (such meeting, a "Combined Meeting"), prior to any shareholders' meeting of the Company or action of the Shareholders of the Company by resolution in writing or written consent, in order to solicit the votes of all holders of Shares of the Company, including the Warrant Holders, calculated on a Fully Diluted Basis. The provisions of this Agreement and the Amended M&AA applicable to shareholders' meetings of the Company shall apply to any such Combined Meeting, *mutatis mutandis*, unless otherwise agreed by such holders who are entitled to participate in the Combined Meeting. Each Party hereby agrees to exercise its respective voting rights: (i) at any shareholders' meeting of the Company in the same proportion and manner as the votes of each class of Shares of the Company were cast (on a Fully Diluted Basis) at the Combined Meeting held to consider the same subject matter as such shareholders' meeting; (ii) upon a resolution in writing or written consent of the shareholders of the Company, in such manner as to ensure such a resolution in writing or written consent is consistent with the decision of the applicable Combined Meeting; or (iii) to, subject to applicable Laws, procure the Board of the Company and the board of directors of the Domestic Company to adopt the same resolution on the same matters resolved by the Combined Meeting, so as to have the resolutions made by the Combined Meeting fully honored and executed.

8.3 Qualified IPO.

Each Shareholder agrees that, notwithstanding anything set forth in Section 8.1, in the event that a Qualified IPO is to be consummated, such Shareholder will vote, and to the extent applicable cause any Director appointed by it to vote (i) in favor of such Qualified IPO and (ii) against any action, agreement or transaction that is intended to prevent, impede, or, in any material respect, interfere with, delay or adversely affect, such Qualified IPO.

8.4 Termination of Protective Provisions.

The provisions under Sections 8.1, 8.2 and 8.3 shall be terminated upon consummation of a Qualified IPO.

9. CONFIDENTIALITY AND NON-DISCLOSURE

9.1 Disclosure of Terms.

The terms and conditions of this Agreement and the other Transaction Documents, any term sheet or memorandum of understanding entered into pursuant to the transactions contemplated hereby and thereby, all exhibits and schedules attached hereto and thereto, the transactions contemplated hereby and thereby, the documents, materials, and other information obtained by the holders of the Preferred Shares upon exercising the Information Rights and Inspection Rights (collectively, the "Financing Terms"), including their existence and all information of a confidential nature furnished by any party hereto and by representatives of such party to any other party hereto or any of the representatives of such party shall be considered confidential information (the "Confidential Information") and shall not be disclosed by any party hereto to any third party except in accordance with the provisions set forth below.

9.2 Press Release.

No announcement regarding any of the Financing Terms in a press release, conference, advertisement, announcement, professional or trade publication, mass marketing materials or otherwise to the general public may be made without the prior consent of the Board.

Without prior written consent of CICC, under no circumstance shall any other Party hereto (i) publicly use "中国国际金融股份有限公司", "中金","CICC", "China International Corporation Limited" or any names, tradenames, trademarks, service marks, symbols or any other short names, abbreviations or logos similar to those aforementioned that are owned or used by any Affiliate of CICC, or use the name of the partners or the employees of CICC or any of its Affiliates (but such name that is duplicate and does not refer to the partners or the employees of CICC or any of its Affiliates based on the judgment of good faith, is not subject to this restriction) for advertising, promotion or other purposes; or (ii) directly or indirectly declare that any product or service provided by it have been licensed and supported by CICC or its Affiliates.

9.3 Permitted Disclosures.

Notwithstanding the foregoing, the Company and the Investors may disclose (i) the Confidential Information to its Affiliates, its or its Affiliates' current or bona fide prospective investors, and their respective directors, officers, employees, bankers, lenders, accountants, legal counsels, business partners or representatives or advisors who need to know such information, in each case only where such Persons are informed of the confidential nature of the Confidential Information and are under appropriate nondisclosure obligations substantially similar to those set forth in this Section 9, provided, however, that the Company may not disclose any Financing Terms (including any terms of Sections 4 and 5 of this Agreement) to any of its prospective investors, Affiliates and their respective directors, officers, employees, bankers, lenders, accountants, legal counsels, business partners or representatives or advisors unless such prospective investors have executed a term sheet or similar instrument with the Company, (ii) such Confidential Information as is required to be disclosed pursuant to routine examination requests from governmental authorities with authority to regulate such party's operations, in each case as such party reasonably deems appropriate, and (iii) the Confidential Information to any Person to which disclosure is approved in writing by the other parties hereto. Any Party hereto may also provide disclosure in order to comply with applicable Laws, as set forth in Section 9.4 below.

9.4 Legally Compelled Disclosure.

Except as set forth in Section 9.2 above, in the event that any Party is requested or becomes legally compelled (including pursuant to any applicable tax, securities, or other Laws and regulations of any jurisdiction) to disclose any Confidential Information, such party (the "Disclosing Party") shall, to the extent legally permitted and reasonably possible, provide the other parties hereto with prompt written notice of that fact and consult with the other parties hereto regarding such disclosure. At the request of the other parties, the Disclosing Party shall, to the extent reasonably possible and with the cooperation and reasonable efforts of the other parties, seek a protective order, confidential treatment or other appropriate remedy. In any event, the Disclosing Party shall furnish only that portion of the information that is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such information.

9.5 Other Exceptions.

Notwithstanding any other provision of this 9 10, the confidentiality obligations of the parties shall not apply to: (i) information which a restricted party learns from a third party having the right to make the disclosure, provided the restricted party complies with any restrictions imposed by the third party; (ii) information which is rightfully in the restricted party's possession prior to the time of disclosure by the protected party and not acquired by the restricted party under a confidentiality obligation; or (iii) information which enters the public domain without breach of confidentiality by the restricted party.

9.6 Other Information.

The provisions of this Section 9 shall be in addition to, and not in substitution for, the provisions of any separate nondisclosure agreement executed by any of the parties with respect to the transactions contemplated hereby.

9.7 Survival.

The obligations of each Party hereto under this Section 9 shall survive and continue to be binding upon such Party regardless of the termination of this Agreement.

10. ASSIGNMENT AND AMENDMENT

10.1 Assignment.

Notwithstanding anything herein to the contrary:

(a) Information Rights, Inspection Rights. The rights of any Investor under Section 2.1 may be assigned to any holder of Preferred Shares in connection with such holder's acquisition of Preferred Shares from such Investor to the extent that such acquisition is permitted under this Agreement; provided, however, that no party may be assigned any of the foregoing rights (except for assignment of any of the foregoing rights by any Investor to its Affiliate) unless the Company is given written notice by the assigning party stating the name and address of the assignee and identifying the securities of the Company as to which the rights in question are being assigned; and provided further, that any such assignee shall receive such assigned rights subject to all the terms and conditions of this Agreement, including the provisions of this Section 10.

(b) Rights of Participation; Right of First Refusal; Co-Sale Rights; Protective Provisions; other Preference Rights. In connection with a transfer of any Shares by any Investor in accordance with Sections 5.9 and 5.10, (i) the rights of such Investor under Sections 4, 5, 6 and 7 with respect to such Shares are fully assignable to the transferee of such transfer, and (ii) the rights of such Investor under Sections 2.2 and 8 with respect to such Shares, (A) if the transfer is made to the Investor's Affiliates, are fully assignable to such Affiliates, and (B) if the transfer is made to any Persons other than Investor's Affiliates, shall not be assignable until the Investor obtains the Company's prior written consent; provided, however, that no party may be assigned any of the foregoing rights (except for any assignment of any of the foregoing rights by any Investor to its Affiliate) unless the Company is given written notice by such assigning party at the time of such assignment, stating the name and address of the assignee and identifying the securities of the Company as to which the rights in question are being assigned; and provided further, that any such assignee shall receive such assigned rights subject to all the terms and conditions of this Agreement, including the provisions of this Section 10.

10.2 Amendment of Rights.

Any provision in this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only by the written consent of

(i) as to the Company, only by the Company; (ii) as to the Investors, only by the Investors that would be affected by such amendment; and (iii) as to the Controlling Shareholder, only by the Controlling Shareholder; provided, however, that any of the Persons described in clauses (i) to (iii) of this Section 10.2 may waive any of its/his/her own rights hereunder without obtaining the consent of any other Shareholders. Any amendment or waiver effected in accordance with this Section 10 shall be binding upon the Company, the Investors, the Controlling Shareholder and each holder of the Shares and their respective Permitted Transferees.

11. OTHER UNDERTAKINGS OF THE COMPANY

11.1 Non-Competition.

(a) Each of the Founder and the Controlling Shareholder undertakes and covenants to the Investors that commencing from the Effective Date until twenty four (24) months after the date he/it ceases to beneficially own any shares or securities of any Group Company (the "Non-Competition Period"), the Neither the Founder nor the Controlling Shareholder will, without the prior written consent of the Investors, either on his/its own account or through any of his/its Affiliates (for the avoidance of doubt, other than through any Group Company) or in conjunction with or on behalf of any other Person: (i) carry out, be engaged, concerned or interested directly or indirectly whether as shareholder, director, employee, partner, agent in any business in direct competition with the principal business engaged by the Group Companies taken as a whole except for a passive investment of less than one percent (1%) of the stock of any publicly traded company that engages in the foregoing; and (ii) solicit or entice away or attempt to solicit or entice away from any Group Company, any Person, firm, company or organization who is an employee, customer, client, representative or agent of such Group Company.

(b) During the Non-Competition Period, in the event any entity directly or indirectly established or managed by the Founder or Controlling Shareholder (other than any Group Company), engages or will engage in any business which is the same or similar to or otherwise directly competes with the principal business of the Group Companies, he/it shall transfer such lawful business to a third party that is not an Affiliate within three (3) months after the Closing Date.

11.2 Tax Matters.

(a) The Company shall not, without the written consent of the Majority Shareholders, issue or transfer securities in the Company to any investor if following such issuance or transfer the Company, in the determination of counsel or accountants for any Investor, would be a "Controlled Foreign Corporation" ("CFC") as defined in the U.S. Internal Revenue Code of 1986, as amended (or any successor thereto) (the "Code") with respect to the securities held by investor. No later than two (2) months following the end of each Company taxable year, the Company shall provide the following information to each Investor: (i) the Company's capitalization table as of the end of the last day of such taxable year and (ii) a report regarding the Company's status as a CFC. In addition, the Company shall provide each Investor with access to such other Company information as may be required by such Investor to determine the Company's status as a CFC to determine whether such Investor is required to report its pro rata portion of the Company's "Subpart F income" (as defined in Section 952 of the Code) on its United States federal income tax return, or to allow such Investor to otherwise comply with applicable United States federal income tax laws. The Company shall make due inquiry with its tax advisors on at least an annual basis regarding its status as a CFC and regarding whether any portion of the Company's income is Subpart F income. In the event that the Company is determined by the Company's tax advisors or by counsel or accountants for any Investor to be a CFC with respect to the securities held by such Investor, the Company agrees to use commercially reasonable efforts to avoid generating Subpart F income. In the event that the Company is reasonably determined by counsel or accountants for any Investor to be a CFC for any taxable year with respect to the securities held by such Investor, the Company agrees, to the extent permitted by applicable Laws, to make dividend distributions to such Investor in an amount equal to the reasonably estimated amount of income tax on any income deemed distributed to such Investor for such year pursuant to Section 951(a) of the Code (for the avoidance of doubt, after giving effect to any applicable reduction therein).

(b) The Company will not be at any time during the calendar year in which the Closing (as defined in the Series A Purchase Agreements) occurs a "passive foreign investment company" within the meaning of Section 1297 of the Code (a "PFIC"). The Company shall use its best efforts to avoid being a PFIC. The Company shall make due inquiry with its tax advisors on at least an annual basis regarding its status as a PFIC, and if the Company is informed by its tax advisors that it has become a PFIC, or that there is a reasonable likelihood of the Company being classified as a PFIC for any taxable year, the Company shall promptly notify each Investor of such status or risk, as the case may be. In connection with a "Qualified Electing Fund" election made by any Investor pursuant to Section 1295 of the Code or a "Protective Statement" filed by such Investor pursuant to Treasury Regulation Section 1.1295-3, as amended (or any successor thereto), the Company shall provide annual financial information to any Investor in the form satisfactory to such Investor as soon as reasonably practicable following the end of each taxable year of such Investor (but in no event later than 90 days following the end of each such taxable year), and shall provide such Investor with access to such other Company information as may be required for purposes of filing U.S. federal income tax returns in connection with such Qualified Electing Fund election or Protective Statement. In the event that any Investor who has made a "Qualified Electing Fund" election must include in its gross income for a particular taxable year its pro rata share of the Company's earnings and profits pursuant to Section 1293 of the Code, the Company agrees, to the extent permitted by applicable Laws, to make a dividend distribution to such Investor (no later than 90 days following the end of such Investor's taxable year or, if later, 90 days after the Company is informed by such Investor that such Investor has been required to recognize such an income inclusion) in an amount equal to the reasonably estimated amount of income tax on of the amount so included by the Investors.

(c) The Company shall take such actions, including making an election to be treated as a corporation or refraining from making an election to be treated as a partnership, as may be required to ensure that at all times the Company is treated as corporation for United States federal income tax purposes.

(d) Subject to Investors' provision of information necessary for the Company to make such determination, the Company shall make due inquiry with its tax advisors on at least an annual basis regarding whether any Investor's interest in the Company is subject to the reporting requirements of either or both of Sections 6038 and 6038B (and the Company shall duly inform such Investor of the results of such determination), and in the event that the Company's tax advisors or any Investor's tax advisors determine that such Investor's interest in the Company is subject to any such reporting requirements, the Company agrees, upon a request from such Investor, to provide such information to such Investor as may be necessary to fulfill such Investor's obligations thereunder.

11.3 Control of Subsidiaries.

(a) All material aspects of the formation, maintenance and compliance of any direct or indirect Subsidiary or entity Controlled by the Company, whether now in existence or formed in the future, shall be subject to the review and approval by the Board and the Company shall promptly provide the Investors with copies of all material related documents and correspondence.

(b) The Company shall at any time institute and shall keep in place arrangements reasonably satisfactory to the Board such that the Company will be permitted to properly consolidate the financial results for any direct or indirect Subsidiary of the Company (including the PRC Companies) in consolidated financial statements for the Company prepared under IFRS or U.S. GAAP.

(c) The Company shall take all necessary actions to maintain any direct or indirect Subsidiary or entity Controlled by it, whether now in existence or formed in the future, as is necessary to conduct the Business as conducted or as proposed to be conducted.

(d) The Company shall use its best efforts to cause any direct or indirect Subsidiary, whether now in existence or formed in the future, to comply in all material respects with all applicable Laws.

11.4 Restructuring Documents.

Each Group Company and the Controlling Shareholder, hereby jointly and severally represent, warrant and covenant the following to the Investors:

(a) As of the Effective Date, and during the term of the relevant Restructuring Documents, each of the statements contained in this Section 11.4(a) is true, accurate and complete:

(i) Each Group Company has the legal right, power and authority (corporate and other) to enter into and perform its obligations under each Restructuring Document to which it is a party and has taken all necessary corporate action to authorize the execution, delivery and performance of, and has authorized, executed and delivered, each Restructuring Document to which it is a party.

(ii) Each Restructuring Document constitutes a valid and legally binding obligation of the Group Companies that are a party thereto enforceable in accordance with its terms, except (x) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other Laws of general application relating to or affecting the enforcement of creditors' rights generally, (y) as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(iii) The execution and delivery by any Group Company of each Restructuring Document to which it is a party, and the performance by such party of its obligations thereunder and the consummation by it of the transactions contemplated therein shall not (x) result in any violation of, be in conflict with, or constitute a default under, with or without the passage of time or the giving of notice, (A) any provision of its constitutional documents as in effect at the date hereof, or (B) any applicable Law in any material respect, or any Material Contract, (y) accelerate, or constitute an event entitling any Person to accelerate, the maturity of any indebtedness or other liability of any Group Company or to increase the rate of interest presently in effect with respect to any indebtedness of any Group Company (other than those contemplated or intended by the Transaction Documents) or (z) result in the creation of any lien, claim, charge or encumbrance upon any of the properties or assets of any Group Company.

(iv) None of the Group Companies is in breach or default in the performance or observance of any of the terms or provisions of any Restructuring Document. None of the Group Companies has sent any communication regarding termination of or intention not to renew any Restructuring Document, and no such termination or non-renewal has been threatened by any of the Group Companies.

(b) As of the Effective Date, each of the statements contained in this Section 11.4(b) is true, accurate and complete:

(i) All permits and consents required to enter into the Restructuring Documents have been made or unconditionally obtained in writing, and no such permit or consent has been withdrawn or be subject to any condition precedent which has not been fulfilled or performed.

(ii) Each Restructuring Document is in full force and effect and no party to any Restructuring Document is in breach or default in the performance or observance of any of the terms or provisions of such Restructuring Document. To the knowledge of the Company after due inquiry, none of the parties to any Restructuring Document has sent or received any communication regarding termination of or intention not to renew any Restructuring Document, and no such termination or non-renewal has been threatened by any of the parties thereto.

11.5 Compliance with Law.

The Group Companies shall, and the Controlling Shareholder shall cause the Group Companies to, comply with in all material aspects (i) all applicable PRC Laws and regulations including but not limited to Circular 37 and other applicable SAFE rules and regulations, and (ii) the US Foreign Corrupt Practices Act and PRC Anti-Corruption Laws, as amended, on an ongoing basis.

11.6 Investor Favorable Terms.

In the event the Company grants or has granted as of the date hereof any other existing investors or shareholders any rights, privileges or protections more favorable than those granted to any Investor, such Investor shall, at its option, be entitled to the same rights, privileges or protections ranked pari passu with such other existing investors or shareholders.

11.7 IPO.

The Parties agree that a firm commitment underwritten public offering of the Controlling Shareholder does not obligate the Controlling Shareholder in any way to consolidate any or all of the Group Companies into the group structure of the Controlling Shareholder pursuant to such public offering. Any determination of such consolidation will be made by the Controlling Shareholder in accordance with the agreements binding on it in this regard.

11.8 Termination.

The provisions under this Section 11 shall be terminated upon consummation of a Qualified IPO.

12. GENERAL PROVISIONS

12.1 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 Schedule of Notice hereto, upon receipt of confirmation of error-free transmission; (c) when sent by electronic mail at the email address set forth in Schedule of Notice hereto, on the same day that it was sent and it shall not be necessary for the receipt of the electronic mail to be acknowledged by the recipient, (d) 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 Schedule of Notice; or (e) three (3) Business Days after deposit with an international overnight delivery service, postage prepaid, addressed to the parties as set forth in Schedule of Notice 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 for 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 in Schedule of Notice, or designate additional addresses, for purposes of this Section 12.1 by giving the other party written notice of the new address in the manner set forth above.

12.2 Entire Agreement.

This Agreement, the Series A Purchase Agreements and any other Transaction Document, 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. For the avoidance of doubt, the Parties agree that this Agreement shall supersede and replace the prior shareholders agreement(s) (and other legal documents of the same nature) of any Group Company, including the Prior Agreement.

12.3 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.

12.4 Third Parties.

Nothing in this Agreement, express or implied, is intended to confer upon any Person, other than the parties hereto and their permitted successors and assigns any rights or remedies under or by reason of this Agreement.

12.5 Successors and Assigns.

Subject to the provisions of Section 10.1, the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and permitted assigns of the parties hereto. None of the Controlling Shareholder, the Investors or the Group Companies or other Parties hereto may assign its rights or delegate its obligations under this Agreement without the written consent of the other Parties except in connection with a transfer in compliance with Section 5 of this Agreement and in compliance with Section 10.1. For the avoidance of doubt, subject to Sections 5.10 and 10.1 of this Agreement, any Investor shall be entitled to assign all or part of its rights and/or obligations under this Agreement to any of its Affiliates without the written consent of any other Party, and the Company and other Parties hereto shall facilitate to effectuate such assignment upon such Investor's request.

12.6 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. Unless otherwise expressly provided herein, all references to Sections and Exhibits herein are to Sections and Exhibits of this Agreement.

12.7 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

12.8 Adjustments for Share Splits, Etc.

Wherever in this Agreement there is a reference to a specific number of shares of the Preferred Shares, Ordinary Shares of the Company, then, upon the occurrence of any subdivision, combination or share dividend of the Preferred Shares, or Ordinary Shares, the specific number of shares so referenced in this Agreement shall automatically be proportionally adjusted to reflect the effect on the outstanding shares of such class or series of shares by such subdivision, combination or share dividend.

12.9 Aggregation of Shares.

All the Preferred Shares, or Ordinary Shares held or acquired by the affiliated entities or persons (as defined in Rule 144 under the Securities Act) shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

12.10 Shareholders' Agreement to Control.

If and to the extent that there are inconsistencies between the provisions of this Agreement and those of the Amended M&AA, the terms of this Agreement shall prevail as between the parties hereto only (with the exception of the Company), who hereby undertake to take all actions necessary or advisable, as promptly as practicable after the discovery of such inconsistency, to amend the Amended M&AA so as to eliminate such inconsistency to the fullest extent as permitted by the applicable Laws.

12.11 Governing Law.

This Agreement shall be governed by and construed under the Laws of Hong Kong, without regard to principles of conflict of laws thereunder.

12.12 Dispute Resolution.

Each of the parties hereto irrevocably (i) agrees that any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Hong Kong which shall be administered by the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force at the time of the commencement of the arbitration, (ii) waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such arbitration, and (iii) submits to the exclusive jurisdiction of Hong Kong in any such arbitration. There shall be three (3) arbitrators. The claimant shall select one (1) arbitrator, and the respondent shall select one (1) arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be jointly appointed by the claimant and respondent. If either the claimant or the respondent fails to select the third arbitrator or the parties fail to agree on the choice of the third arbitrator, HKIAC shall make the appointment on their behalf. The arbitration shall be conducted in English. The decision of the arbitration tribunal shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitration tribunal's decision in any court having jurisdiction. The parties to the arbitration shall each pay an equal share of the costs and expenses of such arbitration, and each party shall separately pay for its respective counsel fees and expenses; provided, however, that the prevailing party in any such arbitration shall be entitled to recover from the non-prevailing party its reasonable costs and attorney fees. The parties acknowledge and agree that, in addition to contract damages, the arbitrator may award provisional and final equitable relief, including injunctions, specific performance, and lost profits. The validity, construction and interpretation of this dispute resolution clause shall be governed by the Laws of Hong Kong.

12.13 Assistance of Group Companies.

Notwithstanding anything to the contrary contained in this Agreement, the Company and its Subsidiaries shall not be required to take any actions specified in this Agreement or otherwise assist any Warrant Holder to exercise its rights as a deemed holder of Shares to receive considerations, distributions or proceeds in Renminbi within the PRC if such action or assistance or any part or step of it is not permitted by, or could result in any breach or violation of, any applicable Law, or any charter documents of any Group Company which will incur liabilities of punishment or fines on any Group Company.

12.14 Warrant Holders.

Each Party hereto acknowledges and agrees to the arrangements and commitments set forth in paragraph D of the recital of this Agreement. Each Warrant Holder hereby acknowledges that it will not be registered as a holder of any Shares of the Company (including on any register of members) or receive any certificate evidencing any Shares until and unless it completes its exercise of the relevant Warrant. In the event that any Shares issued upon exercise of the Warrant are designated to be held by any Affiliate(s) of the Shareholder that is the Warrant Holder making such exercise or acquisition thereunder, as required or permitted under the relevant Warrant, (i) any reference in this Agreement to such Shareholder (including definitions covering such holder of the Ordinary Shares, and such Investor, as the case maybe) shall be read as referring to such new designated holder(s) as well; and (ii) such designated holders shall execute a deed of accession in form and substance approved by the Board (and such approval shall not be unreasonably delayed) and become a party to, and to be bound by, this Agreement (and as applicable, each other relevant Transaction Documents), assuming all the rights and obligations of such Investor under this Agreement (and as applicable, each other relevant Transaction Documents) with respect to such shares so designated to such holder; provided that such designated holder(s) shall not have any deemed shareholder rights associated with such Shareholder in its capacity of a Warrant Holder.

In the event (i) any Warrant Holder fails to obtain the relevant approvals from the competent Governmental Authority for its outbound investment in the Company to hold the shares issued or issuable upon exercise of its Warrant, or (ii) any Warrant remains unexercised, in each case of clauses (i) and (ii), before the date when the Company determines to initiate an initial public offering, the Company and such Warrant Holder, shall use their best efforts to negotiate and determine the alternative mechanism then suggested by the underwriters or sponsors of such initial public offering to deal with such Warrant.

Except as otherwise provided in this Agreement or any other Transaction Documents and subject to Sections 6 and 7.1, the Warrant Holders shall have the right to participate in or receive payments from Group Companies in connection with any redemption, liquidation or distribution of the Company, or other economic rights that would otherwise entitle them to receive payments from the Company, in respect of any Warrant Shares (or the corresponding portion of Warrant) if and when (i) the exercise price for such Warrant Shares has been paid in full or deducted from payments pursuant to the terms and conditions of the relevant Warrant or (ii) the corresponding amount of the relevant Onshore Investment Agreements remains outstanding; and for the avoidance of doubt, in no event shall any Warrant Holder be entitled to any duplication of payments (in foreign exchange or in Renminbi) for such Respective Liquidation Amount, Redemption Price, distribution or other economic rights (for the avoidance of doubt, including duplication due to the payment as the consideration of the corresponding Advanced Investment Funds (and/or fees associated therewith) which are required to provide to the Domestic Company under the Onshore Investment Agreements, as applicable).

For the avoidance of doubt and notwithstanding any other provision of any Transaction Document or Warrant to the contrary, upon the consummation of a Qualified IPO, any outstanding Warrant with an exercise period surviving the Qualified IPO shall only be exercisable for Ordinary Shares instead of any Preferred Shares.

12.15 Effective and Termination.

(a) Notwithstanding anything to the contrary contained in any Transaction Document, this Agreement shall only become effective upon the occurrence of the closing under the Bain Series A Purchase Agreement (the "Effective Date"). In the event that the Bain Series A Purchase Agreement is terminated in accordance with its terms prior to such closing, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate and be of no further force or effect, in which case the Prior Agreement shall remain in full force and effect.

(b) This Agreement may be terminated by written consent of each of the Parties hereto.

(c) With respect to any Party other than the Group Companies, it shall cease to be a party to this Agreement when it ceases to hold any Equity Securities of the Company (including any Warrants).

(d) In both cases of Section 12.15(b) and Section 12.15(c), the obligations of each Party under Section 9 (*Confidentiality and Non-Disclosure*) shall survive and continue to be binding.

— REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK —

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

THE COMPANY:

Dada Auto Inc.

By: /s/ WANG Yang
Name: WANG Yang
Title: Director

HK COMPANY:

Fleetin HK Limited

By: /s/ DAI Zhen
Name: DAI Zhen
Title: Director

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

WFOE:

Zhejiang Anji Intelligent Electronics Holding Co., Ltd.

(浙江安吉智电控股有限公司)（Seal）

By: /s/ WANG Yang
Name: WANG Yang
Title: Legal Representative

DOMESTIC COMPANY

Kuaidian Power (Beijing) New Energy Technology Co., Ltd.
(快电动力 (北京) 新能源科技有限公司)（Seal）

By: ZHENG Linyi
Name: ZHENG Linyi
Title: Legal Representative

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

MAJOR PRC SUBSIDIARIES:

北京车主邦新能源科技有限公司（Seal）

By: /s/ DAI Zhen
Name: DAI Zhen
Title: Legal Representative

智电优通科技有限公司（Seal）

By: /s/ DAI Zhen
Name: DAI Zhen
Title: Legal Representative

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

CONTROLLING SHAREHOLDER:

Newlinks Technology Limited

By : /s/ DAI Zhen
Name: DAI Zhen
Title: Director

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

FOUNDER:

DAI Zhen (戴震)

By: /s/ DAI Zhen

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

INVESTORS:

Shenzhen Haiju Xinneng Investment Partnership L.P.

(深圳市海聚新能投资合伙企业 (有限合伙)) (Seal)

By: /s/ LI Shiwei
Name: LI Shiwei
Title: Authorized Signatory

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

INVESTORS:

Anji Zhenwei Liangshan Venture Capital Partnership L.P.

(安吉真为两山创业投资合伙企业 (有限合伙)) (Seal)

By: /s/ WANG Zeqi
Name: WANG Zeqi
Title: Authorized Signatory

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

INVESTORS:

Ningbo Zhenwei Qihang Equity Investment Partnership L.P.

(宁波真为起航股权投资合伙企业 (有限合伙)) (Seal)

By: /s/ LIU Bin
Name: LIU Bin
Title: Authorized Signatory

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

INVESTORS:

CICC (Changde) Emerging Industry Venture Capital Partnership L.P.

(中金(常德)新兴产业创业投资合伙企业 (有限合伙)) (Seal)

By: /s/ SHEN Yuanjiang
Name: SHEN Yuanjiang
Title: Authorized Signatory

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

INVESTORS:

Jiaxing Haohe Equity Investment Partnership L.P.

(嘉兴浩和股权投资合伙企业 (有限合伙)) (Seal)

By: /s/ PAN Xiaofeng
Name: PAN Xiaofeng
Title: Authorized Signatory

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

INVESTORS:

BCPE Nutcracker Cayman, L.P.

By: BCPE Nutcracker GP, LLC its general partner
By: Bain Capital Asia Fund IV, L.P. its member
By: Bain Capital Investors Asia IV, LLC
its general partner
By: Bain Capital Investors, LLC
Its manager

By: /s/ David Gross-Loh
Name: David Gross-Loh
Title: Authorized Signatory

SCHEDULE OF NOTICE

EXHIBIT A
LIST OF INVESTORS

EXHIBIT B
LIST OF COMPETITORS OF THE GROUP COMPANIES

EXHIBIT C
LIST OF PRC SUBSIDIARIES

Exhibit 4.17

THE SYMBOL "[Redacted]**" DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL, AND (II) IS THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL**

Business Cooperation Agreement

Between

Zhejiang Anji Zhidian Holding Co., Ltd

And

Zhejiang Anji Jiayu Big Data Technology Service Co., Ltd

March 31, 2022

Table of Contents

This Business Cooperation Agreement (this "**Agreement**") is made in Anji County, Zhejiang Province, China on March 31, 2022 (the "**Date of Signing**") by and between:

A. **Zhejiang Anji Zhidian Holding Co., Ltd.**, a limited liability company duly established and validly existing under the laws of China, with its address at Room 101-27, Building 1, No. 236 Lingyan Road, Lingfeng Street, Anji County, Huzhou City, Zhejiang Province, China ("**Anji Zhidian**" or "**Party A**");

B. **Zhejiang Anji Jiayu Big Data Technology Service Co., Ltd**., a limited liability company duly established and validly existing under the laws of China, with its address at Room 101-28, Building 1, No. 236 Lingyan Road, Lingfeng Street, Anji County, Huzhou City, Zhejiang Province, China ("**Jiayu Big Data**" or "**Party B**");

Party A and Party B are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

Recital

WHEREAS,

1) Party A provides business negotiation service and other services for the new energy vehicle charging facility operators to access the Kuaidian Platforms. Meanwhile, based on the actual situation of the new energy vehicle charging facility operators and their target power stations, Party A provides the new energy vehicle charging facility operators with value-added services such as marketing support, charging facility operation and maintenance, construction / filing / power installation / operation / maintenance of new charging stations, and peripheral supply in the charging stations ("**Value-Added Services**");

2) Party B is a professional big data service company, which aims to provide data & information services and technical services for internet companies. At present, Party B or its controlled affiliate hold and operate the "Kuaidian" App mobile terminal, WeChat applet and other platforms ("**Kuaidian Platforms**") and provide information release, technology docking and other services for charging station operators based on the platform, and online charging information services for users with new energy charging needs.

3) Both Parties intend to carry out exclusive cooperation on some businesses related to the Kuaidian Platforms in order to integrate relevant resources and give full play to their respective advantages. Both Parties understand and agree that the business cooperation stipulated herein is only a framework agreement, and both Parties can further discuss and determine the details based on this Agreement and sign relevant specific agreements as appropriate.

NOW THEREFORE, in accordance with the provisions of relevant laws and regulations of the People's Republic of China and following the principle of equality and mutual benefit, both Parties hereby enter into this Agreement on matters related to business cooperation through friendly negotiation.

Chapter 1 Cooperation

In this Chapter 1, any reference to "Party A" or "Anji Zhidian" shall refer to Anji Zhidian and its existing or future branches, subsidiaries and entities controlled by any of the foregoing, and any reference to "Party B" or "Jiayu Big Data" shall refer to Jiayu Big Data and its existing or future branches, subsidiaries and entities controlled by any of the foregoing. Each Party shall cause its affiliates to perform their respective obligations in accordance with this Agreement (if applicable); otherwise, the Party shall bear joint and several liabilities for breach of contract with its affiliates.

Both Parties agree that as of the date of this Agreement, they shall advance the following business cooperation in the following principles and under the following terms:

1.1 Principle of Cooperation

Subject to the laws and regulations and regulatory requirements of China, Party A and Party B will jointly explore a business cooperation model suitable for both Parties and fully carry out mutually beneficial cooperation, and are committed to jointly promoting the healthy development of the business areas in which both Parties cooperate and the efficient operation of the Kuaidian Platforms.

1.2 Contents of Cooperation

(a) Agent Business

Party B irrevocably authorizes Party A to be its exclusive partner in China to expand the business related to the Kuaidian Platforms on behalf of Party B. For the avoidance of doubt, Party A shall operate the Kuaidian Platforms as the exclusive agent of Party B, and Party B shall not enter into agency-based cooperation with any other person on the business related to the Kuaidian Platforms. However, for any other platforms held by Party B other than the Kuaidian Platforms, it is not subject to the said restriction on exclusive cooperation.

As the exclusive agent of Party B to operate the Kuaidian Platforms, Party A shall assist Party B in negotiating cooperation with charging station operators, promote more charging station operators to access the Kuaidian Platforms, and be responsible for providing business negotiation services and technical consulting services for the docking of charging station operators and Party B's Kuaidian Platforms system, so as to further improve the product competitiveness and market share of the Kuaidian Platforms.

As the operator of the Kuaidian Platforms, Party B shall be obligated to connect the charging facilities operated by the charging station operators developed by Party A to the Kuaidian Platforms, and carry out system docking in accordance with relevant specific cooperation agreement, so as to realize the interconnection between the data of the cooperative charging facilities and the data of the Kuaidian Platforms, and expand the users group of the charging operators as much as possible and improve the operation efficiency and business income level of the charging operators.

(b) Data Service Business

As a professional big data service company, Party B shall be responsible for the collection, storage, use, processing, transmission, provision, disclosure, deletion, etc. of all kinds of data and information under the businesses related to the Kuaidian Platforms ("Data Service"). That is, Party B can independently determine the purpose and method of processing users' information or charging facility data collected by any Kuaidian Platforms, including but not limited to the users' information on the App or applet of the Kuaidian Platforms, the data, the location of charging facilities, interface type, the number of charging piles, the type of charging piles, the electric charges and service charges in peak and valley times, promotional information, the real-time use status, fault information, parking space information of charging piles, etc. shared by the charging station operators to the Kuaidian Platforms.

Meanwhile, based on the above-mentioned data services and for the purpose of carrying out transaction reconciliation and expense settlement for the cooperating businesses related to the Kuaidian Platforms, Party B shall provide Party A with transaction reconciliation and information verification services, and ensure that the reconciliation and settlement results are fed back in a timely, efficient and accurate manner according to Party A's business settlement needs (except for reasonable error). Party A agrees to unconditionally follow the reconciliation and settlement results fed back by Party B.

If Party A needs to provide relevant data or any other data related services to its customers or potential customers during business negotiations and other business activities, Party B shall make its commercial efforts to assist Party A and directly communicate with Party A's customers or potential customers to provide data related services according to their requirements. As the agent of Party B to operate the Kuaidian Platforms, Party A does not involve or participate in any data collection, storage, use, processing, transmission, provision, disclosure, deletion and other treatment, and undertakes to store, use, process, transmit, delete or treat the data related to the Kuaidian Platforms to the extent permitted by law. Without the request and/or permission of Party A, Party B shall not provide any data & information related to Party A's business to any other party.

1.3 Cooperation Expenses

(a) Agency Service Fee

Party A shall operate the Kuaidian Platforms as an agent of Party B hereunder, and Party B shall pay Party A a consideration equivalent to the value of the services provided by Party A ("Agency Service Fee") based on the quality and performance of Party A's agency services.

Based on the current situation of the Kuaidian business, the service fee is closely related to the charging station operators. Both Parties agree to re-examine and re-negotiate the Agency Service Fee from time to time according to the cooperation status of the charging station operators, and sign a specific reconciliation statement.

After receiving the Agency Service Fee paid by Party B, Party A shall issue to Party B a valid VAT special invoice of the same amount (at the tax rate of [Redacted]%).

(b) Technical Service Fee

Party B shall provide Party A with the data service related to the Kuaidian Platforms hereunder, and based on the data service, Party B shall provide Party A with the transaction reconciliation and information verification services for the purpose of carrying out transaction reconciliation and expense settlement for the cooperating businesses related to the Kuaidian Platforms.

Party A will pay Party B the corresponding consideration ("Technical Service Fee"), and both Parties agree to re-examine and re-negotiate the Technical Service Fee from time to time according to the cooperation status, and sign a specific reconciliation statement.

After receiving the Technical Service Fee paid by Party A, Party B shall issue to Party B a valid special VAT invoice of the same amount (at the tax rate of [Redacted]%)

(c) Both Parties agree that the fee paid by a Party to the other Party hereunder shall be a reasonable price determined for the content and nature of the services provided. In principle, the payment of the fee shall not cause any difficulty in the operation of either Party. For the said purpose and to the extent of realizing the said principle, the fee settlement arrangement can be adjusted by both Parties in writing after mutual consensus.

1.4 Most Favorable Treatment

(a) Based on the strategic cooperation between both Parties, both Parties agree to offer the most preferential treatment to each other. Unless otherwise agreed by both Parties, each Party shall have the right to become the preferred partner of the other Party and enjoy the most preferential treatment offered by the other Party under the same conditions, and the cooperation treatment and benefits offered by one Party to the other Party shall not be inferior to those offered to any other partner by the other Party under the same conditions. For the avoidance of doubt, if Party B carries out new business or enters other fields, Party A shall have the right to take precedence over third parties to cooperate with Party B under the same conditions.

(b) If either Party has offered or will offer any rights, terms and conditions (including but not limited to the scope of content, time, period, cost, priority and other conditions of providing content, collectively "**More Favorable Terms**") in any business cooperation with any third party which are more favorable to those offered to the other Party, such Party shall have the right to automatically enjoy such More Favorable Terms and apply such More Favorable Terms to the business cooperation hereunder.

1.5 Other Conventions

(a) Party A and Party B may authorize the signing of specific business cooperation agreements, letters of confirmation and other documents on the said contents, including but not limited to jointly signing a tripartite cooperation agreement with the charging station operators, and agreeing on the use methods, use fees, settlement method and other specific arrangements.

(b) Unless otherwise agreed, the intellectual properties or related interests contained in the data, information and items provided by either Party to the other Party in the process of business cooperation shall belong to the providing Party;

(c) Each Party shall guarantee and undertake to the other Party that: this Agreement, once signed, will constitute legal and valid obligations binding upon it; it has made or will make its best efforts to obtain all necessary licenses, consents and approvals required by relevant laws and regulations and government departments for its carrying out the business cooperation hereunder, and to ensure that the foregoing licenses, consents and approvals will remain valid during the term of this Agreement. For the avoidance of doubt, Party B guarantees and undertakes that any change in its equity structure, actual control, internal organizational structure, management personnel, etc., will not affect the validity of this Agreement and its binding force on Party B.

Chapter 2 Effectiveness and Term

This Agreement shall come into force after being duly executed by the Parties and shall be valid for five (5) years. Within six (6) months before the expiration of the term, both Parties may negotiate on the renewal of this Agreement; in case of no objection, this Agreement shall be renewed for one (1) year, and each renewed term can be further renewed in a similar fashion. If both Parties have concluded a specific cooperation agreement on any part of the cooperation, the content and duration of such part of cooperation shall be subject to the specific cooperation agreement actually signed. If no specific cooperation agreement is concluded or there is any matter not mentioned in the specific cooperation agreement, that part of cooperation or that matter shall be handled in accordance with this Agreement. After the termination of the cooperation period, the business already commenced during the cooperation period shall not automatically terminate; instead, both Parties shall continue to duly complete the businesses already commenced during the cooperation period.

Chapter 3 Breach

3.1 Breach and Early Termination

(a) Either Party (the "**Breaching Party**") who fails to perform its obligations hereunder shall constitute a breach of this Agreement ("**Breach**");

(b) In case of serious Breach by the Breaching Party, the non-breaching Party (the "**Non-breaching Party**") shall have the right to notify the Breaching Party in writing of its Breach, and the Breaching Party shall remedy its Breach within thirty (30) days from the date of the notice. If the Breaching Party fails to remedy the Breach at the expiration of such thirty (30) days, the Non-breaching Party shall have the right to terminate this Agreement. If either Party has already made it clear (orally, in writing or by act) before the expiration of the term hereof that it will not perform its major obligations hereunder, or the Breach of the Breaching Party (including a Breach caused by force majeure) has made both Parties unable to achieve the basic purpose of this Agreement, the Non-breaching Party shall have the right to terminate this Agreement.

3.2 Compensation for Breach

The Breaching Party shall compensate the Non-breaching Party for all direct costs, liabilities, or losses incurred due to its Breach.

3.3 Specific Performance

In addition to other rights and remedies hereunder, the Non-breaching Party shall also have the right to require the Breaching Party to specifically and fully perform its obligations hereunder.

Chapter 4 Termination

4.1 Termination

This Agreement shall be terminated under any of the following circumstances: (1) in case either Party goes bankrupt, becomes insolvent, goes into liquidation or dissolution procedures, suspends business or cannot pay off its due debts or cannot exist for other reasons during the cooperation period, the Party shall submit a written explanation to the other Party, and the other Party shall have the right to send a written notice to terminate this Agreement thirty (30) days in advance; (2) both Parties agree to rescind or terminate this Agreement through consultation in writing.

4.2 Effect of Termination

If this Agreement is terminated in accordance with the provisions of this Chapter 4, the rights and obligations hereunder shall be terminated as well, and this Agreement will no longer be binding upon either Party, provided that (1) the provisions of Chapter 3 (Breach), Chapter 4 (Termination), Chapter 5 (Confidentiality) and Chapter 6 (Governing Law and Dispute Resolution) shall survive; and (2) the termination of this Agreement shall not exempt either Party's liability for its Breach hereunder.

Chapter 5 Confidentiality

5.1 Confidential Information

Both Parties acknowledge that this Agreement, the contents of this Agreement, the transactions contemplated hereunder, as well as all data, information and materials related to the transactions shall be treated as confidential information.

5.2 Confidentiality Obligations

Both Parties agree that they shall, and shall ensure that their affiliates and their respective officers, directors, employees, agents, representatives, accountants and legal advisers to, keep all confidential information received or obtained by them confidential and shall not disclose to any third party or use it.

5.3 Excluded Disclosure

The confidentiality obligations under this Chapter shall not apply to: (i) any information permitted to be disclosed in accordance with the provisions hereof; (ii) any information that is publicly available at the time of disclosure and is not disclosed due to any breach of this Agreement by either Party or its affiliates, or its or its affiliates' officers, employees, agents, representatives, accountants and legal advisers; (iii) any information obtained by either Party from a bona fide third party without confidentiality obligations; or (iv) any information disclosed to the extent mutually agreed by both Parties. In addition, each Party may disclose the said information to its affiliates and its or its affiliates' investors, officers, directors, employees, partners, shareholders, agents, representatives, accountants and legal advisers to the extent necessary for the purpose of performing this Agreement, provided that it shall ensure that such persons undertake the same confidentiality obligations.

Chapter 6 Governing Law and Dispute Resolution

6.1 Governing Law

The conclusion, validity, interpretation and performance of this Agreement and the resolution of any dispute arising therefrom shall be governed by the laws of China.

6.2 Dispute Resolution

(a) Any dispute, controversy or claim arising from or in connection with this Agreement or its Breach, termination or invalidity (collectively, "**Disputes**") shall be resolved by both Parties through friendly negotiation. If such negotiation fails, either Party may submit the dispute to the court with jurisdiction in Anji County, Zhejiang Province, China where this Agreement is signed for litigation;

(b) The above provisions of this Article 6.2 shall not prevent the Parties from applying for any pre-litigation preservation or injunctive relief available for any reason, including but not limited to the subsequent application for enforcement of the judgment of the litigation.

Chapter 7 General Provisions

7.1 Fees and Taxes

Any costs, expenses and taxes incurred by each Party for the execution of this Agreement and the performance of the transactions contemplated hereunder shall be borne by each Party respectively in accordance with the applicable laws of China.

7.2 Notice

A notice or other communication sent by one Party to the other Party in connection with this Agreement (the "**Notice**") shall be made in writing (including but not limited to letter or e-mail), and shall be deemed as to be served: (1) when it is received and signed by the notified person if it is delivered by hand, and it shall not be deemed to be effectively served if it is not received and signed by the notified person; (2) seven (7) days after posting if it is sent by registered mail or express mail; or (3) when the e-mail system shows that the e-mail is actually received by the notified person if it is sent by an e-mail. For the purpose of serving the notice, the contact information of both Parties is as follows:

(a) If to Party A:

Address:

Tel:

Attention:

(b) If to Party B:

Address:

Tel:

Attention:

In case of any change in the mailing address or number of either Party (the "**Changing Party**"), the Changing Party shall notify the other Party within seven (7) days after the change. If the Changing Party fails to notify the change within the said period, and a notice is delivered to the Changing Party's contact information before the change in accordance with Article 7.2, such notice shall be deemed to have been effectively served to the Changing Party and the losses caused thereby, if any, shall be borne by the Changing Party itself.

7.3 Assignment and Succession

Unless otherwise expressly agreed herein or agreed by both Parties in writing, neither Party shall transfer this Agreement or any of its rights and obligations hereunder for any reason. Notwithstanding the foregoing, each Party may transfer its rights and obligations hereunder to its affiliates without the consent of the other Party, but the transferring Party shall notify the other Party in advance of the transfer and the information of its affiliate to which its rights and obligations are transferred, and such affiliate shall have the qualification and ability to conduct the cooperation as agreed in Chapter 1 hereof. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

7.4 Severability

If any term or other provision of this Agreement is deemed invalid, illegal or unenforceable in accordance with any laws, regulations or public policies, all other terms and provisions of this Agreement shall remain in full force and effect as long as the economic or legal substance of the transactions contemplated hereunder has not been materially and adversely affected to either Party in any form. When any term or other provision of this Agreement is deemed invalid, illegal or unenforceable, both Parties shall negotiate in good faith to amend this Agreement to realize the original intention of both Parties as close as possible in an acceptable manner, so as to complete the transactions contemplated hereunder as far as possible according to the original plan.

7.5 Entire Agreement

This Agreement contains all understandings and agreements between the Parties with respect to the transactions contemplated hereunder, and shall supersede all written and oral agreements and commitments between the Parties with respect to the transactions contemplated hereunder prior to the Date of Signing.

7.6 Waiver

Either Party may (a) extend the period for the other Party to perform any obligation or take any action, (b) waive the right to hold the other Party accountable for any inaccuracy of the representations and warranties made by it in this Agreement or any other transaction document, or (c) waive the right to request the other Party's compliance with any covenant or condition contained herein. Such extension or waiver shall be effective only after the Party bound has signed a written document expressly stating the extension or waiver. Either Party's waiver of any breach of the terms of this Agreement shall not be deemed or construed as a further waiver or continuing waiver of such breach, or a waiver of any other breach or subsequent breach. Except as otherwise provided herein, either Party's failure to exercise or delay in exercising any right, power or remedy under this Agreement or otherwise available in accordance with laws and regulations shall not be deemed as its waiver of such right, power or remedy, nor such Party's single or partial exercise of such right, power or remedy shall exclude any other or further exercise of such right, power or remedy, or the exercise of any other right, power or remedy.

7.7 Amendment

No modification or amendment to this Agreement shall take effect unless it is made and signed by both Parties in writing.

7.8 Counterpart

This Agreement is made in two (2) copies, one (1) for each Party respectively, all of which shall be deemed as an original and have the same legal effect.

(Followed by Signature Pages.)

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date first above written.

Zhejiang Anji Zhidian Holding Co., Ltd. (seal)

Signature: /s/ WANG Yang
Name: WANG Yang
Title: Legal Representative

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date first above written.

Zhejiang Anji Jiayu Big Data Technology Service Co., Ltd. (seal)

Signature: /s/ YANG Tianyue
Name: YANG Tianyue
Title: Legal Representative

Exhibit 8.1

List of Principal Subsidiaries of the Registrant

Name	Jurisdiction of Incorporation
Dada Auto Inc.	Cayman Islands
Cosmo Light HK Limited	Hong Kong
Fleetin HK Limited	Hong Kong
Hill Matrix HK Limited	Hong Kong
Shandong Cosmo Light Co., Ltd	PRC
Zhejiang Anji Intelligent Electronics Holding Co., Ltd.	PRC
Zhejiang Huzhou Hill Matrix Limited	PRC
Cosmo Light (Beijing) New Energy Technology Co., Ltd.	PRC
Kuaidian Power (Beijing) New Energy Technology Co., Ltd.	PRC
Beijing Chezhubang New Energy Technology Co., Ltd.	PRC
Zhidian Youtong Technology Co., Ltd.	PRC
Shaanxi Kuaidian Mobility Technology Co., Ltd.	PRC
Qingdao Hill Matrix New Energy Technology Co., Ltd.	PRC

Exhibit 15.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Forms S-8 (No. 333-222775, and 333-248729) of RISE Education Cayman Ltd and its subsidiaries of our report dated May 13, 2022, relating to the consolidated financial statements of RISE Education Cayman Ltd and its subsidiaries, which appears in the Annual Report on Form 20-F for the year ended December 31, 2021.

/s/ BDO China Shu Lun Pan Certified Public Accountants LLP

BDO China Shu Lun Pan Certified Public Accountants LLP
Beijing, the People's Republic of China
June 16, 2022

中正達會計師事務所
Centurion ZD CPA & Co.
Certified Public Accountants (Practising)

Unit 1304, 13/F, Two Harbourfront, 22 Tak Fung Street, Hunghom, Hong Kong.
香港 紅磡 德豐街 22 號 海濱廣場二期 13 樓 1304 室
Tel 電話: (852) 2126 2388 Fax 傳真: (852) 2122 9078

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the use in this Shell Company Report on Form 20-F of NaaS Technology Inc. of our report dated May 30, 2022 relating to the combined financial statements and schedules of Dada Auto Inc. as of December 31, 2021 and 2020, and for the years ended December 31, 2021 and 2020, which appears in such Shell Company Report on Form 20-F.

/s/ Centurion ZD CPA & Co.
Centurion ZD CPA & Co.
Certified Public Accountants
Hong Kong, June 16, 2022

Exhibit 15.3

Harney Westwood & Riegels
3501 The Center
99 Queen's Road Central
Hong Kong
Tel: +852 5806 7800
Fax: +852 5806 7810

16 June 2022

raymond.ng@harneys.com
+852 5806 7883
057310-0002-RLN

NaaS Technology Inc.
Newlink Center, Area G, Building 7, Huitong Times Square
No.1 Yaojiayuan South Road, Chaoyang District,
Beijing 100024
The People's Republic of China

Dear Sir or Madam

NaaS Technology Inc. (the *Company*) – Shell Company Report on Form 20-F

We hereby consent to the filing of this letter as an exhibit to the Company's shell company report on Form 20-F with the U.S. Securities and Exchange Commission. We also consent to the reference to our firm under the heading "10.E. Taxation" sub-heading "Cayman Islands Taxation" in the shell company report.

In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under the U.S. Securities Exchange Act of 1934, as amended, or the Rules and Regulations of the U.S. Securities and Exchange Commission thereunder.

Yours faithfully

/s/ Harney Westwood & Riegels

Harney Westwood & Riegels

Exhibit 15.4

Jingtian & Gongcheng
34/F, Tower 3, China Central Place
77 Jianguo Road, Chaoyang District, Beijing China

To:
NaaS Technology Inc.
Newlink Center, Area G,
Building 7, Huitong Times Square,
No.1 Yaojiayuan South Road,
Chaoyang District,
Beijing, China

June 16, 2022

Dear Sir or Madam,

Re: Consent to the filing of the Shell Company Report on Form 20-F (the "Report") of NaaS Technology Inc. (the "Company") in connection with the listing of American depositary shares on the Nasdaq Capital market (the "Listing").

We, Jingtian & Gongcheng, refer to the Report of the Company in connection with the Listing which will be filed with the Securities and Exchange Commission (the "SEC")

We, being the PRC legal advisor to the Company in connection with the Listing, hereby give our consent, and confirm that we have not withdrawn our consent, to the issue of the Report, with the inclusion therein our name, opinions, advice, confirmations and/or summaries of the same, and the references to our name, opinions, advice and/or confirmations in the form and context in which they respectively appear in the Report.

We also hereby consent to the filing of this consent letter with the SEC as an exhibit to the Report.

Yours faithfully,

/s/ Jingtian & Gongcheng
Jingtian & Gongcheng