
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM F-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

AiHuiShou International Co. Ltd.
(Exact name of Registrant as specified in its charter)

Not Applicable
(Translation of Registrant's name into English)

Cayman Islands
(State or other jurisdiction of
incorporation or organization)

5990
(Primary Standard Industrial
Classification Code Number)

Not Applicable
(I.R.S. Employer
Identification Number)

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Approximate date of commencement of proposed sale to the public:
as soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933.

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 7(a)(2)(B) of the Securities 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.

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Proposed maximum aggregate offering price ⁽²⁾⁽³⁾	Amount of registration fee
Ordinary Shares, par value US\$0.001 per share ⁽¹⁾	US\$	US\$
(1) American depositary shares issuable upon deposit of ordinary shares registered hereby will be registered under a separate registration statement on Form F-6 (Registration No. 333-). Each American depositary share represents ordinary shares.		
(2) Includes ordinary shares that are issuable upon the exercise of the underwriters' over-allotment option. Also includes ordinary shares initially offered and sold outside the United States that may be resold from time to time in the United States either as part of their distribution or within 40 days after the later of the effective date of this registration statement and the date the shares are first bona fide offered to the public. These ordinary shares are not being registered for the purpose of sales outside the United States.		
(3) Estimated solely for the purpose of determining the amount of registration fee in accordance with Rule 457(o) under the Securities Act of 1933.		

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

[Table of Contents](#)

The information in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion. Dated _____, 2021.

American Depositary Shares



AiHuiShou International Co. Ltd.

Representing _____ Ordinary Shares

This is an initial public offering of American depositary shares, or ADSs, of AiHuiShou International Co. Ltd.

We are offering _____ ADSs to be sold in the offering. [The selling shareholders identified in this prospectus are offering an additional _____ ADSs. We will not receive any of the proceeds from the sale of the ADSs being sold by the selling shareholders.]

Prior to this offering, there has been no public market for our ADSs or ordinary shares. Each ADS represents _____ of our ordinary shares, par value US\$0.001 per share. It is currently estimated that the initial public offering price will be between US\$ _____ and US\$ _____ per ADS. Application will be made for listing on the New York Stock Exchange under the symbol “_____.”

See “[Risk Factors](#)” on page 21 to read about factors you should consider before buying the ADSs.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

	Per ADS	Total
Initial public offering price	\$ _____	\$ _____
Underwriting discount(1)	\$ _____	\$ _____
Proceeds, before expenses, to us	\$ _____	\$ _____
[Proceeds, before expenses, to the selling shareholders]	\$ _____	\$ _____

(1) See “Underwriting” for additional information regarding underwriting compensation.

To the extent that the underwriters sell more than _____ ADSs, the underwriters have the option to purchase up to an additional _____ ADSs from us [and the selling shareholders] at the initial public offering price less the underwriting discount.

The underwriters expect to deliver the ADSs against payment in [New York, New York on or about _____, 2021.]

Goldman Sachs

BofA Securities

China Renaissance

Prospectus dated _____, 2021.

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TABLE OF CONTENTS

Prospectus

	<u>Page</u>
Prospectus Summary	1
Risk Factors	21
Special Note Regarding Forward-Looking Statements	86
Use of Proceeds	88
Dividend Policy	89
Capitalization	90
Dilution	92
Enforceability of Civil Liabilities	94
Corporate History and Structure	96
Selected Consolidated Financial Data	102
Management's Discussion and Analysis of Financial Condition and Results of Operations	104
Industry	130
Business	137
Regulation	165
Management	185
Principal [and Selling] Shareholders	194
Related Party Transactions	197
Description of Share Capital	199
Description of American Depositary Shares	214
Shares Eligible for Future Sale	225
Taxation	227
Underwriting	234
Expenses Related to this Offering	246
Legal Matters	247
Experts	248
Where You Can Find Additional Information	249
Index to the Consolidated Financial Statements	F-1

You should rely only on the information contained in this prospectus or in any related free writing prospectus. We [and the selling shareholders] have not authorized anyone to provide you with information different from that contained in this prospectus or in any related free writing prospectus. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We [and the selling shareholders] are offering to sell, and seeking offers to buy the ADSs, only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or any sale of the ADSs.

Neither we nor any of the underwriters has taken any action to permit a public offering of the ADSs outside the United States or to permit the possession or distribution of this prospectus or any filed free writing prospectus outside the United States. Persons outside the United States who come into possession of this prospectus or any filed free writing prospectus must inform themselves about and observe any restrictions relating to the offering of the ADSs and the distribution of the prospectus or any filed free writing prospectus outside the United States.

Until _____, 2021 (the 25th day after the date of this prospectus), all dealers that buy, sell or trade ADSs, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the obligation of dealers to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PROSPECTUS SUMMARY

The following summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information and financial statements appearing elsewhere in this prospectus. In addition to this summary, we urge you to read the entire prospectus carefully, especially the risks of investing in the ADSs discussed under "Risk Factors," before deciding whether to invest in the ADSs. This prospectus contains information from an industry report commissioned by us and prepared by China Insights Industry Consultancy Limited, or CIC, an independent research firm, to provide information regarding our industry and our market position. We refer to this report as the CIC Report.

Our Mission

To give a second life to all idle goods.

We founded our company with the belief that environmental problems can be addressed while achieving commercial success. Since inception, we have transformed the pre-owned consumer electronics industry in China by facilitating recycle and trade-in services and further grown the industry by connecting and empowering all participants in the ecosystem. We remain excited about pursuing our mission and will leverage our platform and technology to continue to standardize mass-market pre-owned consumer goods.

Our Vision

To enable pre-owned consumer electronics transactions and services globally by leveraging technology.

Overview

Who We Are

We are the largest pre-owned consumer electronics transactions and services platform in China in terms of GMV for electronics and the number of devices transacted by merchants and consumers, with a market share of 6.6% and 8.7% in terms of GMV for electronics and number of devices transacted, respectively, in 2020, according to the CIC Report. Each of our GMV for electronics and number of devices transacted on our platform for the year ended December 31, 2020 was greater than the next five largest platforms combined, according to the CIC Report. Total GMV transacted on our platform was RMB19.6 billion and the number of consumer products transacted on our platform was over 23 million for the year ended December 31, 2020, representing year-over-year growth from the year ended December 31, 2019 of 60.7% and 48.4%, respectively.

We have created the infrastructure for pre-owned consumer electronics transactions and services by digitalizing and standardizing the industry, with a strong focus on mobile phones. According to the CIC Report, we created the first inspection, grading and pricing processes that helped standardize the pre-owned consumer electronics industry. While core to our success is our ability to effectively source supply, our offerings today span the entire value chain for pre-owned consumer electronics. We were founded in 2011 as a consumer-oriented single service provider focused on efficiently sourcing electronic devices through Aihuishou Recycle, or AHS Recycle, China's leading online and offline offering for recycle and trade-in services primarily for reuse. We have since evolved to an integrated transactions and services platform through the addition of Pajitang Marketplace, or PJT Marketplace,

China's leading B2B marketplace for trading electronic products and services, in late 2017. We further extended our capabilities to mass retail consumers through Paipai Marketplace, a retail marketplace for pre-owned products of certified quality which we acquired from JD Group in 2019. Starting from 2019, we have been increasing our international presence as well. With these offerings, we have reinvented how consumers, small merchants, consumer electronics brands, e-commerce platforms and retailers sell and purchase pre-owned consumer electronics. Over time, we hope to empower more participants, both in China and the rest of the world, to partake in the pre-owned electronics circulation ecosystem.

Our platform digitally integrates every step of the value chain. We obtain supply of pre-owned consumer electronics, process devices for resale using proprietary inspection, grading, and pricing technologies in our operation centers, and distribute processed devices to a variety of purchasers. We transact with consumers and small merchants at both the supply and demand sides of the value chain, ensuring that a diversity of participants have access to our platform. Through end-to-end coverage of the value chain and supply and demand participation supported by our quality and pricing benchmarks, we believe we set the standard for the industry in China. Our platform is frequently used by consumers and small merchants throughout the country for quality ratings and listing prices of pre-owned products before transacting. We leverage an online and offline presence to extend the reach of our platform. As of December 31, 2020, we operated 731 AHS stores throughout China. In 2020, out of all consumer products transacted on our platform, 67.7% were mobile phones, while the remaining were other electronics such as laptops, tablets and digital cameras, luxury goods, household items and books.

Market Opportunities in China for Creating a Pre-owned Consumer Electronics Infrastructure

Without effective recycling standards and channels, consumer electronic devices are often discarded after a short life cycle. In China, annual new device shipment volume reached 538 million in 2020, according to the CIC Report. Discarded devices pollute the environment and have impacted people's daily lives. Additionally, though some individuals desire pre-owned devices, there are few trusted channels to purchase high-quality and reliable pre-owned devices. We are the only sizable online pre-owned consumer electronics transactions and services platform that provides quality warranty services, according to the CIC Report. As for offline channels, small merchants are incapable of trading high-quality pre-owned devices consistently absent of the necessary inspection and pricing endorsement from reputable platforms. In addition, consumers themselves are unable to distinguish the difference in credibility among various merchants.

We believe increasing the volume and speed of circulation of pre-owned consumer electronics is the solution to these problems. Our business emerged due to the inherent differences in the consumer electronics market between China and the rest of the world. We believe there is no better market in which to create the infrastructure for pre-owned devices than China given the following defining characteristics:

- *Largest consumer electronics market globally: According to the CIC Report, China has the world's largest number of consumer electronic devices in circulation in 2020, greater than that in the United States and Europe combined. More devices and more frequent roll-out of new models lead to more frequent replacements and more pre-owned goods as a result. This creates a larger market opportunity for pre-owned consumer electronics.*
- *More fragmented supply of pre-owned consumer electronics: According to the CIC Report, China has many more consumer electronics brands than the United States, with fewer dominant brands and a greater variety of product models. Sales channels are also more fragmented in China. Mobile phones are available for purchase at a diverse range of retailers*

ranging from branded stores to e-commerce platforms, offline mom-and-pop stores and small merchants. Fragmentation of supply creates the opportunity to aggregate access to pre-owned devices on a single platform.

- *More varied consumer purchase patterns:* Consumers in the United States frequently acquire mobile phones from mobile network operators or large retailers bundled with service contracts. Trade-ins often happen when renewing those contracts, resulting in a centralized recycling network. Meanwhile, consumers in China typically acquire mobile phones without service contracts. The lack of trade-in at contract renewal decentralizes the recycling ecosystem and diversifies the supply of pre-owned devices in China. In this diverse retail environment, trade-ins are processed inefficiently and with limited scale. This opens an opportunity for an advanced platform to facilitate recycling and the sale of pre-owned devices.
- *Greater consumer demand for pre-owned goods:* With a much lower disposable income per capita of US\$4,983 in China compared to US\$52,997 in the United States in 2020, according to the CIC Report, demand for value-for-money pre-owned consumer electronic products is much stronger in China than in more developed economies. As a result, China's economy has a greater degree of reuse and internal circulation compared to more developed economies, where procured pre-owned consumer electronics are typically exported overseas. Internal circulation of goods leads to the creation of a complex, multi-regional value-chain dedicated to recycling and transacting pre-owned goods throughout China. The existence of this largely offline and traditional value-chain creates the need for the standardization of pre-owned goods transactions and services.

These characteristics have created tremendous and growing market opportunities in China to address pre-owned consumer electronics transactions and services. According to the CIC Report, 189 million pre-owned devices were transacted to merchants and individual buyers in 2020 with RMB252 billion in total GMV distributed to merchants and buyers. The defining characteristics of the industry will propel its rapid growth to 546 million pre-owned devices or RMB967 billion of total GMV by 2025, representing CAGRs of 24% and 31%, respectively. We believe we are uniquely positioned to capture this growing market opportunity due to the infrastructure we have created that digitalizes and standardizes the pre-owned consumer electronics industry.

Our Platform

We believe the key to capturing the tremendous opportunity in the pre-owned consumer electronics market in China is the creation of a new infrastructure defined by end-to-end coverage of the value chain and standardization of inspection, grading, and pricing.

- *Aggregated Diverse Supply:* AHS Recycle, our omni-channel business and household brand for the collection of pre-owned consumer electronics, sources supply from consumers. Consumers can sell their pre-owned consumer electronics at any of our online portals or offline locations. AHS Recycle is central to our strategy of obtaining supply, after which devices are processed in our operation centers and then resold primarily for reuse through our other offerings including PJT Marketplace and Paipai Marketplace.
- *Efficient Demand Fulfillment:* Given the success of AHS Recycle and our proven ability to obtain supply, we launched PJT Marketplace and Paipai Marketplace to improve the circulation of pre-owned consumer electronics on our platform.
 - PJT Marketplace, founded in late 2017, enables small merchants to acquire pre-owned consumer electronics and retailers, typically in the telecom and phone-retail industries, to bid-for, win, and purchase pre-owned consumer electronics. PJT Marketplace also

leverages our proprietary inspection, grading and pricing capabilities and extends this recycling infrastructure to the broader industry which allows small merchants on the selling side to facilitate their own trade-in programs and pre-owned consumer electronics transactions.

- Paipai Marketplace, acquired in 2019 from JD Group, enables consumers to buy quality pre-owned consumer goods with ease and convenience. Over time, Paipai Marketplace has expanded to inspect and sell pre-owned goods in verticals outside of electronics, such as luxury goods, household items and books.
- *Standardized Inspection, Grading, and Pricing:* As of December 31, 2020, we operated 7 centralized operation centers and 15 city-level operation stations equipped with proprietary data-driven processing technologies, including a fully automated center in Changzhou, China. Devices sourced from AHS Recycle and PJT Marketplace that are eventually resold on PJT Marketplace and Paipai Marketplace pass through these centers for inspection, grading and pricing. This standardized processing creates widely accepted benchmarks for quality and pricing in the industry.
- *Complementary Services:* We provide an increasing variety of services to ecosystem participants to make our platform a one-stop destination for pre-owned consumer electronics. Consumers benefit from in-store value-added services at our 731 AHS stores such as data migration and data erasing, introduction of third-party phone screen maintenance service, instant repair, power bank rental and accessories purchase. Small merchants also have access to modularized offerings on our platform, such as testing and certification through our operation centers, our auction and bidding infrastructure, enhanced fulfillment services and consignment sales. Additionally, our comprehensive trade-in solutions help support phone brands' trade-in programs, by handling their backend collection of devices and improving their online and offline marketing capabilities, thereby increasing the number of new devices sold.

The diagram below illustrates the major components of our platform:



Notes:
 (1) As of December 31, 2020; (2) According to the CIC Report

Our Value Propositions

Our platform brings value to all participants in the consumer electronics ecosystem. By creating industry standards, we have made transactions and services for pre-owned consumer electronics more user-friendly, efficient, transparent, secure, and environmentally friendly and socially beneficial.

- *User-friendly.* Our control of supply and demand channels for pre-owned consumer electronics both online and offline has made it easier for participants to take part in the ecosystem. Those looking to sell devices can do so online through our website, mobile app, or key partnerships with e-commerce platforms such as JD.com, or offline at our 731 AHS stores and our over 1,500 self-service kiosks as of December 31, 2020. Those looking to purchase pre-owned devices can do so easily through PJT Marketplace or Paipai Marketplace. Our platform has become a go-to destination for those looking to sell or buy pre-owned devices.
- *Efficient.* The digital nature and end-to-end coverage of our platform has reduced the number of intermediaries and transactions required from trade-in to eventual purchase of a pre-owned device. Our ability to obtain supply, process devices, then resell devices quickly has made the turnaround time of devices much faster than industry average and improved the economics for device sellers and purchasers. Our processing time for inspection, grading and pricing for each device before shipping takes approximately three days, while that of competitors takes up to ten days or longer, according to the CIC Report.
- *Transparent.* Participants in our ecosystem trust transacting pre-owned consumer electronic devices on our platform, which provides consistent pricing based on our proprietary inspection and grading process and standardized metrics. Our nationwide footprint of AHS stores also helps build our brand recognition and provides users with a unique in-store experience, all of which make transacting on our platform easy, trustworthy and transparent.
- *Secure.* We take immense pride in our commitment to data privacy protection. We maintain a stringent data clearance policy including mandatory data erasing before devices enter our operation centers and data erasing in front of our customers who transact in stores. We believe our focus on data privacy protection removes one of consumers' key concerns with taking part in the pre-owned consumer electronics ecosystem, and will benefit the continual growth of our platform.
- *Environmentally Friendly and Socially Beneficial.* Our platform reduces electronic waste by prolonging the life cycle of electronic devices. We also foster the global circulation of certified pre-owned devices, particularly to international markets with strong demand for value-for-money products. We believe that the global circulation of certified pre-owned devices helps everyone in developing economies gain equal access to the benefits of technology such as mobile electronics.

Our Innovation and Technology

Innovation and technology are at the core of our company and permeate every aspect of our operations.

Our innovations in testing tools help us obtain supply and empower others to participate in the pre-owned consumer electronics transactions. Our self-service trade-in kiosks allow devices to be inspected and display a fair sale price within two minutes. We also have proprietary inspection terminals to help small merchants inspect the need for parts replacement, functionality, battery life, or many other key features quickly and accurately.

Our operation centers are equipped with proprietary technology to assist the inspection, grading, and pricing of devices. Our AI and machine-learning driven algorithms leverage data from millions of transactions, thousands of device models, and millions of device sellers and buyers to refine our quality inspection, grading and pricing.

Our technological strengths in big data analytics improve the day-to-day operations of our AHS stores as well. We apply intelligent store management systems to capture key in-store footprints which we analyze to standardize customer service offerings and manage risk of theft or malpractice. This operational know-how also helps us select sites for new AHS store openings.

Our Scale and Financial Performance

We have experienced substantial growth since our inception in 2011. We operate an inventory-led e-commerce platform that generates product revenue from the sale of pre-owned goods, primarily pre-owned consumer electronics as well as e-commerce marketplaces that generate services revenue from third-party sales of devices over our platform. In 2020, we had over 23 million consumer products transacted, which increased by 48.4% as compared to the number of consumer products transacted in 2019 of 15.9 million. The number of consumer products transacted in 2020 contributed to GMV of RMB19.6 billion, representing a 60.7% year-over-year growth as compared with RMB12.2 billion of GMV in 2019.

Our net revenue increased by 20.6% from RMB3,261.5 million in 2018 to RMB3,931.9 million in 2019, and further by 23.6% to RMB4,858.2 million (US\$744.6 million) in 2020. Our loss from operations was RMB256.5 million, RMB731.8 million and RMB458.8 million (US\$70.3 million) in 2018, 2019 and 2020, respectively. Our adjusted loss from operations was RMB232.8 million, RMB535.2 million and RMB143.7 million (US\$22.0 million) in 2018, 2019 and 2020, respectively. We recorded net loss of RMB207.9 million, RMB704.9 million and RMB470.6 million (US\$72.1 million) in 2018, 2019 and 2020, respectively. Our adjusted net loss was RMB210.0 million, RMB538.4 million and RMB202.8 million (US\$31.1 million) in 2018, 2019 and 2020, respectively. See “Summary Consolidated Financial and Operating Data—Non-GAAP Financial Measures.”

Our Competitive Strengths

We believe the following competitive strengths contribute to our success and set us apart from our competitors:

- China's largest pre-owned consumer electronics transactions and services platform;
- pioneer in developing industry infrastructure and standards;
- unique supply and demand flywheel driving continuous growth;
- proprietary and innovative technologies;
- highly synergistic relationship with JD Group; and
- visionary, entrepreneurial management team continually innovating and transforming the industry.

Our Strategies

Since our inception, we have advanced the pre-owned consumer electronics transactions and services industry. Through the following strategies, we aim to further grow our business as well as increase the overall penetration of circulation in China and globally:

- expand our sources of supply and continue to empower pre-owned consumer electronics industry participants;

- further strengthen the industry infrastructure and our ability to define industry standards;
- increase demand by broadening our consumer and merchant reach and other distribution channels;
- continue to improve our technology capabilities; and
- grow our international presence.

Summary of Risk Factors

An investment in our ADSs involves significant risks. You should consider carefully all of the information in this prospectus, including the risks and uncertainties described below, before making an investment in our ADSs. Below is a summary of material risks we face, organized under relevant headings. Full-fledged discussion of these risks can be found in the section headed “Risk factors.”

Risks Related to Our Business and Industry

Risks and uncertainties relating to our business and industry include, but are not limited to, the following:

- Our industry is rapidly evolving and our business model may not continue to be successful or achieve wide acceptance as we anticipated;
- If we fail to attract and engage consumers, third-party merchants or other participants in the pre-owned consumer electronics value chain, or provide them with superior experience, our business and reputation may be materially and adversely affected;
- If we are unable to maintain our existing customer base and attract new customers, our business, financial condition and results of operations may be materially and adversely affected;
- Any deterioration in our relationships with our major business partners, such as JD Group, may adversely affect our business prospects and business operations;
- If we are unable to manage our growth or execute our strategies effectively, our business and prospects may be materially and adversely affected;
- We are not profitable and have negative net cash flows from operating activities, which may continue in the future;
- The growth and profitability of our business depend on the level of consumer demand and discretionary spending. A severe or prolonged economic downturn in China or around the world could materially and adversely affect consumer discretionary spending and therefore adversely affect our business, financial condition and results of operations;
- Our operations have been and may continue to be affected by the COVID-19 pandemic;
- We may not be able to effectively and accurately inspect, grade and price pre-owned goods, in particular, consumer electronics;
- The price differences between our collection and resale of pre-owned consumer electronics in connection with our self-operated transactions and the fees we charge from transactions on our online marketplaces may fluctuate or decline in the future. Any material decrease in such fees or price differences would harm our business, financial condition and results of operations;

- If we are unable to expand our AHS store network successfully, our business or results of operations would be adversely affected;
- Failure to successfully operate offline AHS stores could materially and adversely harm our reputation, business and results of operations;
- The successful operations of our PJT Marketplace and Paipai Marketplace depend on our ability to maintain and attract more third-party merchants and consumers to our online marketplaces;
- We are subject to various risks in connection with our cooperation with third-party merchants;
- Privacy concerns relating to pre-owned consumer electronics and the collection, store and use of customer information could deter current and potential customers from choosing our products or services, damage our reputation, impede our business growth and thus negatively impact our business; and
- Our expansion into new product categories and offering of new services may expose us to new challenges and more risks.

Risks Related to Our Corporate Structure

Risks and uncertainties relating to our corporate structure include, without limitation, the following:

- If the PRC government finds that the agreements that establish the structure for operating certain of our businesses in China do not comply with PRC regulations relating to the relevant industries, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations;
- We rely on contractual arrangements with our VIEs and their respective shareholders for a large portion of our business operations, which may not be as effective as direct ownership in providing operational control; and
- Any failure by our VIEs or their respective shareholders to perform their obligations under our contractual arrangements with them would have a material and adverse effect on our business.

Risks Related to Doing Business in China

We are also subject to risks and uncertainties relating to doing business in China in general, including, but are not limited to, the following:

- Changes in China's economic, political or social conditions or government policies could have a material adverse effect on our business and operations;
- Litigation and negative publicity surrounding China-based companies listed in the U.S. may result in increased regulatory scrutiny of us and negatively impact the trading price of the ADSs and could have a material adverse effect upon our business, including our results of operations, financial condition, cash flows and prospects;
- You may experience difficulties in effecting service of legal process, enforcing foreign judgments or bringing actions in China against us or our management based on foreign laws; and
- Our ADSs may be delisted under the Holding Foreign Companies Accountable Act if the Public Company Accounting Oversight Board, or the PCAOB, is unable to inspect auditors who are

located in China. The delisting of our ADSs, or the threat of their being delisted, may materially and adversely affect the value of your investment. Additionally, the inability of the PCAOB to conduct inspections deprives our investors with the benefits of such inspections.

General Risks Related to The ADSs and This Offering

In addition to the risks described above, we are subject to general risks related to the ADSs and this offering, including, without limitation, the following:

- There has been no public market for our shares or ADSs prior to this offering, and you may not be able to resell our ADSs at or above the price you paid, or at all;
- The trading price of our ADSs may be volatile, which could result in substantial losses to you;
- The voting rights of holders of ADSs are limited by the terms of the deposit agreement, and you may not be able to exercise the same rights as our shareholders; and
- 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.

Corporate History and Structure

We commenced our operations in 2011 by procuring pre-owned phones and other consumer electronics from consumers through AHS Recycle. In 2014, we expanded to offline channels by opening self-operated offline AHS stores in popular shopping malls. In 2015, we started cooperating with e-commerce platforms such as JD.com, and consumer electronics brands such as Xiaomi, to attract their user traffic to our offline AHS stores for trade-in. In an attempt to further leverage our supply chain capabilities and quality inspection, grading and pricing capability accumulated in years of our business operations, in late 2017, we launched PJT Marketplace, an online bidding platform where AHS Recycle and third-party merchants sell pre-owned consumer electronics to buyers, primarily small merchants and retailers, and, in 2019, we acquired Paipai Marketplace, a B2C transaction platform for pre-owned products, from JD Group.

To facilitate our offshore financing, we established our offshore holding structure during the period from November 2011 to August 2012. Specifically, we established AiHuiShou International Co. Ltd., our current holding company, in Cayman Islands in November 2011. Our Cayman holding company further established AiHuiShou International Company Limited, or AiHuiShou HK, as its wholly-owned subsidiary in Hong Kong in January 2012. In August 2012, AiHuiShou HK further established a wholly-owned subsidiary, Shanghai Aihui Trading Co., Ltd., or Shanghai Aihui, in China.

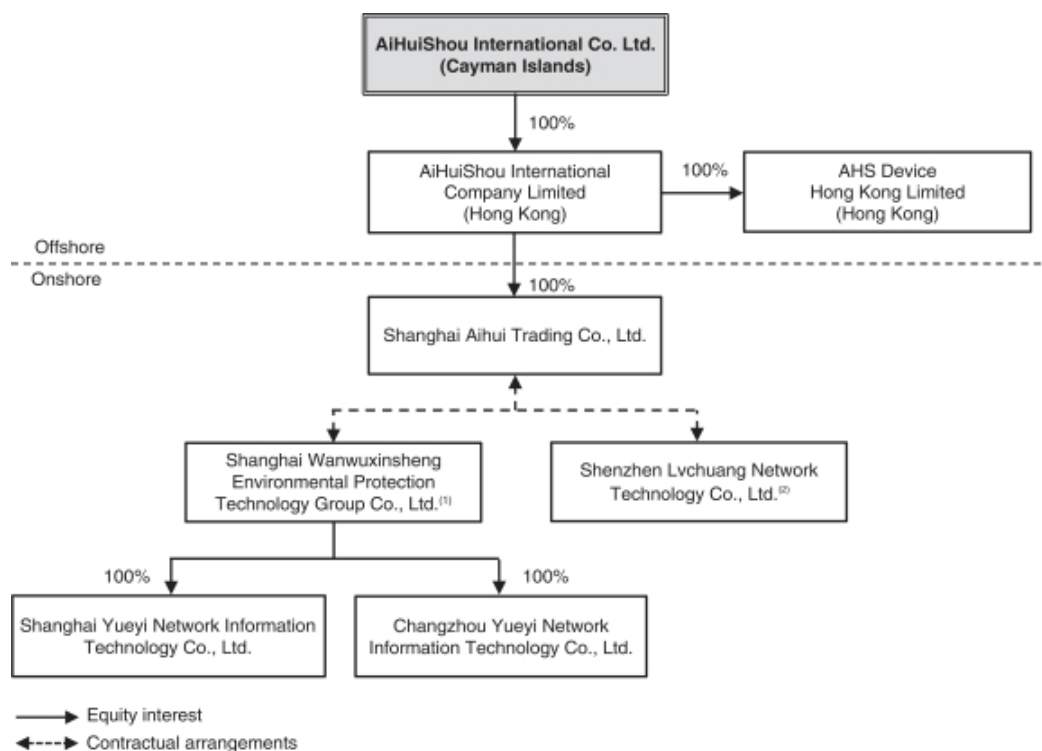
After we established our offshore holding structure in August 2012, we obtained control over Shanghai Wanwuxinsheng Environmental Protection Technology Group Co., Ltd., or Shanghai Wanwuxinsheng, a company jointly established by Mr. Kerry Xuefeng Chen and Mr. Wenjun Sun in China in May 2010 under the name of Shanghai Yueyee Network Information Technology Co., Ltd. (上海悦易网络信息技术有限公司), by entering into a set of contractual arrangements between Shanghai Aihui, Shanghai Wanwuxinsheng and the shareholders of Shanghai Wanwuxinsheng in August 2012. The contractual arrangements were supplemented, amended or restated several times and the latest set of contractual arrangements consist of (i) the exclusive technology consulting and management service agreement and a supplement agreement allowing us to receive all economic benefits of Shanghai Wanwuxinsheng, (ii) the business operation agreement allowing us to control the business operations and management of Shanghai Wanwuxinsheng, (iii) the third amended and restated option

purchase agreements granting us an option to acquire all equity interests of Shanghai Wanwuxinsheng, (iv) the third amended and restated share pledge agreement pledging us all equity interests of Shanghai Wanwuxinsheng to guarantee the performance of obligations by Shanghai Wanwuxinsheng and its shareholders under the contractual arrangements, (v) the voting proxy agreement granting us all rights as the shareholders of Shanghai Wanwuxinsheng, (vi) the amended and restated powers of attorney executed by each of the shareholders of Shanghai Wanwuxinsheng irrevocably delegating us the full power to act as shareholders of Shanghai Wanwuxinsheng, and (vii) the spousal consent letters executed by each of the spouses of Mr. Kerry Xuefeng Chen and Mr. Wenjun Sun. Shanghai Wanwuxinsheng is the primary entity through which we carry out our research and development activities and innovation and provide back office supports to our business operations.

Shanghai Wanwuxinsheng further established in China (i) Shanghai Yueyi Network Information Technology Co., Ltd. (上海悦亿网络信息技术有限公司) in September 2015 and (ii) Changzhou Yueyi Network Information Technology Co., Ltd., or Changzhou Yueyi, in June 2017. Shanghai Yueyi mainly operates our own offline AHS stores in the AHS store network and our PJT and Paipai online marketplaces, as well as other innovative businesses. Changzhou Yueyi mainly engages in the collection of pre-owned consumer electronics sourced from JD Group's e-commerce platforms, our brand partners and distributor partners.

In March 2017, we started to expand our business to overseas market and established AHS Device Hong Kong (formerly known as Shanghai Yueyi Network (HK) Co., Limited and Aihuishou Global Co., Limited), or AHS Device HK, in Hong Kong as the primarily entity operating our overseas business.

The following diagram illustrates our corporate structure as of the date of this prospectus consisting of our principal subsidiaries, our variable interest entities and principal subsidiaries of our variable interest entities.



- (1) Shanghai Wanwuxinsheng Environmental Protection Technology Group Co., Ltd. is 72.3425% owned by Mr. Kerry Xuefeng Chen, our co-founder, chairman and chief executive officer, and 27.6575% owned by Mr. Wenjun Sun, our co-founder and director.
- (2) Shenzhen Lvchuang Network Technology Co., Ltd. is wholly owned by Mr. Haichen Shen, our employee. Shenzhen Lvchuang Network Technology Co., Ltd. currently does not engage in any business operations.

Implication of Being a Foreign Private Issuer

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 of the securities rules and regulations in the United States that are applicable to U.S. domestic issuers. Moreover, the information we are required to file with or furnish to the SEC will be less extensive and less timely compared to that required to be filed with the SEC by U.S. domestic issuers. In addition, as a company incorporated in the Cayman Islands, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from the NYSE listing standards. See “Risk Factors—Risks Related to the ADSs and This Offering—As an exempted company incorporated in the Cayman Islands, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from the corporate governance requirements of the New York Stock Exchange; these practices may afford less protection to shareholders than they would enjoy if we complied fully with the corporate governance requirements of the New York Stock Exchange.”

Implication of Being an Emerging Growth Company

As a company with less than US\$1.07 billion in revenue for our last fiscal year, we qualify as an “emerging growth company” pursuant to the Jumpstart Our Business Startups Act of 2012, as amended, or the JOBS Act. An emerging growth company may take advantage of specified reduced reporting and other requirements compared to those 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 in the assessment of the emerging growth company’s internal control over financial reporting. 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 do not plan 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.

We will remain an emerging growth company until the earliest of (a) the last day of the fiscal year during which we have total annual gross revenues of at least US\$1.07 billion; (b) the last day of our fiscal year following the fifth anniversary of the completion of this offering; (c) the date on which we have, during the preceding three-year period, issued more than US\$1.0 billion in non-convertible debt; or (d) the date on which we are deemed to be a “large accelerated filer” under the Securities Exchange Act of 1934, as amended, or the Exchange Act, which would occur if the market value of our ADSs that are held by non-affiliates is at least US\$700 million as of the last business day of our most recently completed second fiscal quarter. Once we cease to be an emerging growth company, we will not be entitled to the exemptions provided in the JOBS Act discussed above.

Corporate Information

Our principal executive offices are located at 12th Floor, No. 6 Building, 433 Songhu Road, Shanghai, the People’s Republic of China. Our telephone number at this address is +86 21 5290-7031. Our registered office in the Cayman Islands is located at the offices of Vistra (Cayman) Limited, P.O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1—1205 Cayman Islands.

Investors should submit any inquiries to the address and telephone number of our principal executive offices. Our main website is <https://www.aihuishou.com>. The information contained on our website is not a part of this prospectus. Our agent for service of process in the United States is _____, located at _____.

Conventions that Apply to this Prospectus

Unless otherwise indicated or the context otherwise requires, references in this prospectus to:

- “ADRs” are to the American depositary receipts which may evidence the ADSs;
- “ADSS” are to the American depositary shares, each of which represents ordinary shares;
- “AHS,” “we,” “us,” “our company” and “our” are to AiHuiShou International Co. Ltd., our Cayman Islands holding company and its subsidiaries;
- “China” and the “PRC” are to the People’s Republic of China, excluding, for the purposes of this prospectus only, Hong Kong, Macau and Taiwan;

- “executed transaction price” are to the transaction price that is not net of any coupons offered to the buyers on our marketplaces;
- “GMV” are to the total dollar value of goods distributed to merchants and consumers through transactions on our platform in a given period for which payments have been made, prior to returns and cancellations, excluding shipping cost but including sales tax; total GMV consists of GMV for product sales and GMV for online marketplaces GMV for product sales measures the GMV from sales of phones and other consumer electronic goods through our platform; GMV for online marketplaces measures the GMV from third-party merchants and/or consumers participating in our PJT and Paipai marketplaces;
- “number of consumer products transacted” are to the number of consumer products distributed to merchants and consumers through transactions on our PJT Marketplace, Paipai Marketplace and other channels we operate in a given period, prior to returns and cancellations, excluding the number of consumer products collected through AHS Recycle; a single consumer product may be counted more than once according to the number of times it is transacted on PJT Marketplace, Paipai Marketplace and other channels we operate through the distribution process to end consumer;
- “ordinary shares” are to our ordinary shares, par value US\$0.001 per share;
- “our platform” are to our overall business operations, including AHS Recycle, PJT Marketplace, Paipai Marketplace and AHS Device and other channels we operate;
- “RMB” and “Renminbi” are to the legal currency of China;
- “US\$,” “U.S. dollars,” “\$,” and “dollars” are to the legal currency of the United States; and
- “VIEs” are to Shanghai Wanwuxinsheng Environmental Protection Technology Group Co., Ltd. (formerly known as Shanghai Yueyee Network Information Technology Co., Ltd. (上海悦易网络信息技术有限公司)) and Shenzhen Lvchuang Network Technology Co., Ltd.; and
- “WFOE” are to Shanghai Aihui Trading Co., Ltd.

Unless the context indicates otherwise, all information in this prospectus assumes no exercise by the underwriters of their over-allotment option. Unless otherwise noted, all translations from Renminbi to U.S. dollars and from U.S. dollars to Renminbi in this prospectus are made at a rate of RMB6.5250 to US\$1.00, the exchange rate in effect as of December 31, 2020 as set forth in the H.10 statistical release of The Board of Governors of the Federal Reserve System. We make no representation that any Renminbi or U.S. dollar amounts could have been, or could be, converted into U.S. dollars or Renminbi, as the case may be, at any particular rate, or at all. On March 12, 2021, the exchange rate for Renminbi was RMB6.5081 to US\$1.00.

The Offering

Offering price	We expect that the initial public offering price will be between US\$ _____ and US\$ _____ per ADS.
ADSs offered by us	_____ ADSs (or _____ ADSs if the underwriters exercise their over-allotment option in full).
[ADSs offered by the selling shareholders	_____ ADSs (or _____ ADSs if the underwriters exercise their over-allotment option in full).]
ADSs outstanding immediately after this offering	_____ ADSs (or _____ ADSs if the underwriters exercise their over-allotment option in full).
Ordinary shares issued and outstanding immediately after this offering	_____ ordinary shares (or _____ ordinary shares if the underwriters exercise their over-allotment option in full).
The ADSs	<p>Each ADS represents _____ ordinary shares, par value US\$0.001 per share.</p> <p>The depositary will hold ordinary shares underlying your ADSs. You will have rights as provided in the deposit agreement among us, the depositary and holders and beneficial owners of ADSs from time to time.</p> <p>We do not expect to pay dividends in the foreseeable future. If, however, we declare dividends on our ordinary shares, the depositary will pay you the cash dividends and other distributions it receives on our ordinary shares after deducting its fees and expenses in accordance with the terms set forth in the deposit agreement.</p> <p>You may surrender your ADSs to the depositary in exchange for ordinary shares. The depositary will charge you fees for any exchange.</p> <p>We may amend or terminate the deposit agreement without your consent. If you continue to hold your ADSs after an amendment to the deposit agreement, you agree to be bound by the deposit agreement as amended.</p>

	<p>To better understand the terms of the ADSs, you should carefully read the “Description of American Depositary Shares” section of this prospectus. You should also read the deposit agreement, which is filed as an exhibit to the registration statement that includes this prospectus.</p>
Over-allotment option	<p>We[and the selling shareholders] have granted the underwriters an option, exercisable within 30 days from the date of this prospectus, to purchase up to an aggregate of additional ADSs.</p>
Use of proceeds	<p>We expect that we will receive net proceeds of approximately US\$ million from this offering or approximately US\$ million if the underwriters exercise their over-allotment option in full, assuming an initial public offering price of US\$ per ADS, which is the midpoint of the estimated range of the initial public offering price, after deducting underwriting discounts and commissions and estimated offering expenses payable by us.</p> <p>We intend to use the net proceeds from this offering to further improve our technology capabilities; to diversify service offerings on our platform; to further expand our AHS store network and develop new sales channels for Paipai Marketplace; and for general corporate purposes, which may include investing in sales and marketing activities, and funding working capital needs and potential strategic investments and acquisitions. See “Use of Proceeds” for more information.</p> <p>[We will not receive any of the proceeds from the sale of ADSs by the selling shareholders.]</p>
Lock-up	<p>[We, our directors, executive officers, and all of our existing shareholders] have agreed with the underwriters, subject to certain exceptions, not to sell, transfer or otherwise dispose of any ADSs, ordinary shares or similar securities for a period of 180 days after the date of this prospectus. See “Shares Eligible for Future Sale” and “Underwriting” for more information.</p>
[Directed Share Program	<p>At our request, the underwriters have reserved for sale, at the initial public offering price, up to</p>

[Table of Contents](#)

	an aggregate of ADSs offered in this offering to some of our directors, officers, employees, business associates and related other persons associated with us through a directed share program.]
Listing	We intend to apply to have the ADSs listed on the New York Stock Exchange under the symbol “ .” The ADSs and our ordinary shares will not be listed on any other stock exchange or traded on any automated quotation system.
Payment and settlement	The underwriters expect to deliver the ADSs against payment therefor through the facilities of The Depository Trust Company on , 2021.
Depository	

Summary Consolidated Financial and Operating Data

The following summary consolidated statements of operations and comprehensive loss data for the years ended December 31, 2018, 2019 and 2020, summary consolidated balance sheets data as of December 31, 2018, 2019 and 2020, and summary consolidated statements of cash flows data for the years ended December 31, 2018, 2019 and 2020 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. Our consolidated financial statements are prepared and presented in accordance with U.S. GAAP. Our historical results are not necessarily indicative of results expected for future periods. You should read this Summary Consolidated Financial and Operating Data section together with our consolidated financial statements and the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus.

The following table presents our summary consolidated statements of operations and comprehensive loss data for the years ended December 31, 2018, 2019 and 2020:

	For the Year Ended December 31,					
	2018		2019		2020	
	RMB	%	RMB	%	RMB	US\$
	(in thousands, except for percentages, share numbers and per share data)					
Net revenues						
Net product revenues	3,249,923	99.6	3,730,206	94.9	4,244,023	650,425
Net service revenues	11,597	0.4	201,652	5.1	614,176	94,127
Total net revenues	3,261,520	100.0	3,931,858	100.0	4,858,199	744,552
Operating expenses						
Merchandise costs	(2,801,433)	(85.9)	(3,176,401)	(80.8)	(3,610,434)	(553,323)
Fulfillment expenses	(353,969)	(10.8)	(658,149)	(16.7)	(666,317)	(102,118)
Selling and marketing expenses	(237,562)	(7.3)	(566,792)	(14.4)	(740,542)	(113,493)
General and administrative expenses	(80,959)	(2.5)	(140,874)	(3.6)	(177,542)	(27,210)
Technology and content expenses	(65,759)	(2.0)	(142,858)	(3.7)	(151,536)	(23,224)
Total operating expense	(3,539,682)	(108.5)	(4,685,074)	(119.2)	(5,346,371)	(819,367)
Other operating income	21,701	0.6	21,410	0.6	29,395	4,505
Loss from operations	(256,461)	(7.9)	(731,806)	(18.6)	(458,777)	(70,311)
Interest expense	(6,536)	(0.2)	(12,397)	(0.3)	(21,090)	(3,232)
Interest income	8,273	0.3	7,813	0.2	9,321	1,429
Fair value change in warrant liabilities	23,781	0.7	—	—	—	—
Other income (loss), net	21,579	0.7	3,581	0.1	(39,866)	(6,110)
Loss before taxes	(209,364)	(6.4)	(732,809)	(18.6)	(510,412)	(78,224)
Income tax benefits	1,922	0.0	30,120	0.8	47,320	7,252
Share of loss in equity method investments	(499)	0.0	(2,199)	(0.1)	(7,526)	(1,153)
Net loss	(207,941)	(6.4)	(704,888)	(17.9)	(470,618)	(72,125)
Net loss per share attributable to ordinary shareholders:						
Basic	(55.98)		(84.27)		(94.51)	(14.48)
Diluted	(55.98)		(84.27)		(94.51)	(14.48)
Weighted average number of shares used in calculating net loss per ordinary share						
Basic	19,405,981		18,782,620		18,782,620	18,782,620
Diluted	19,405,981		18,782,620		18,782,620	18,782,620
Non-GAAP financial measures⁽¹⁾						
Adjusted loss from operations	(232,798)		(535,178)		(143,654)	(22,016)
Adjusted net loss	(209,981)		(538,380)		(202,815)	(31,083)

(1) See "—Non-GAAP Financial Measures."

The following table presents our summary consolidated balance sheet data as of December 31, 2018, 2019 and 2020:

	As of December 31,			
	2018	2019	2020	
	RMB	RMB	RMB	US\$
	(in thousands)			
Cash and cash equivalents	665,560	410,783	918,076	140,701
Total current assets	1,059,530	1,094,908	1,874,638	287,301
Intangible assets, net	18,991	1,682,963	1,367,841	209,631
Goodwill	—	1,803,415	1,803,415	276,385
Total non-current assets	170,945	3,690,539	3,351,700	513,670
Total assets	1,230,475	4,785,447	5,226,338	800,971
Total current liabilities	590,702	755,093	1,183,539	181,385
Total non-current liabilities	3,466	389,280	374,584	57,408
Total liabilities	594,168	1,144,373	1,558,123	238,793
Mezzanine equity	2,492,056	7,080,078	8,879,894	1,360,903

The following table presents our summary consolidated statements of cash flows data for the years ended December 31, 2018, 2019 and 2020:

	For the Year Ended December 31,			
	2018	2019	2020	
	RMB	RMB	RMB	US\$
	(in thousands)			
Net cash used in operating activities	(358,022)	(410,794)	(412,868)	(63,275)
Net cash (used in)/provided by investing activities	(109,267)	(304,349)	18,625	(2,854)
Net cash provided by financing activities	904,022	455,751	929,962	142,523
Effect of foreign exchange rate changes on cash and cash equivalents	33,179	4,515	(28,426)	(4,356)
Net increase/(decrease) in cash, cash equivalents and restricted cash	469,912	(254,877)	507,293	77,746
Cash, cash equivalents and restricted cash at the beginning of the year	196,048	665,960	411,083	63,001
Cash, cash equivalents and restricted cash at the end of the year	665,960	411,083	918,376	140,747

Non-GAAP Financial Measures

We use adjusted loss from operations and adjusted net loss, non-GAAP financial measures, in evaluating our operating results and for financial and operational decision-making purposes. Adjusted loss from operations represents loss from operations excluding amortization of intangible assets resulting from business acquisitions. Adjusted net loss represents net loss excluding amortization of intangible assets resulting from business acquisitions, tax benefit from amortization of such intangible assets, and fair value change of warranty liabilities.

We present these non-GAAP financial measures because they are used by our management to evaluate our operating performance and formulate business plans. We believe that adjusted loss from operations and adjusted net loss help identify underlying trends in our business that could otherwise be distorted by the effect of certain expenses that are included in loss from operations and net loss. We

also believe that the use of the non-GAAP financial measures facilitate investors' assessment of our operating performance. We believe that adjusted loss from operations and adjusted net loss provides useful information about our operating results, enhances the overall understanding of our past performance and future prospects and allows for greater visibility with respect to key metrics used by our management in its financial and operational decision making.

Adjusted loss from operations and adjusted net loss should not be considered in isolation or construed as an alternative to loss from operations and net loss or any other measure of performance or as an indicator of our operating performance. Investors are encouraged to review our historical adjusted net loss to the most directly comparable U.S. GAAP measures. Adjusted loss from operations and adjusted net loss presented here may not be comparable to similarly titled measures presented by other companies. Other companies may calculate similarly titled measures differently, limiting their usefulness as comparative measures to our data. We encourage investors and others to review our financial information in its entirety and not rely on a single financial measure.

The following table reconciles our adjusted loss from operations and adjusted net loss for the years ended December 31, 2018, 2019 and 2020 to the most directly comparable financial measures calculated and presented in accordance with U.S. GAAP, which are loss from operations and net loss for the periods indicated:

	For the Years Ended December 31,			
	2018	2019	2020	
	RMB	RMB	RMB	US\$
	(in thousands)			
Loss from operations	(256,461)	(731,806)	(458,777)	(70,311)
Add:				
Amortization of intangible assets resulting from business acquisitions	23,663	196,628	315,123	48,295
Adjusted loss from operations	<u>(232,798)</u>	<u>(535,178)</u>	<u>(143,654)</u>	<u>(22,016)</u>
Net loss	(207,941)	(704,888)	(470,618)	(72,125)
Add:				
Amortization of intangible assets resulting from business acquisitions	23,663	196,628	315,123	48,295
Less:				
Tax effect of amortization of intangible assets resulting from business acquisitions	(1,922)	(30,120)	(47,320)	(7,252)
Fair value change in warranty liabilities	(23,781)	—	—	—
Adjusted net loss	<u>(209,981)</u>	<u>(538,380)</u>	<u>(202,815)</u>	<u>(31,083)</u>

Key Operating Data

We regularly review a number of key operating data to evaluate our business, measure our performance, identify trends, formulate financial projections and make strategic decisions. The following table presents certain of our key operating data for the periods indicated:

	For the Years Ended December 31,		
	2018	2019	2020
GMV (in billions of RMB)	5.7	12.2	19.6
GMV for product sales	3.3	3.9	4.6
GMV for online marketplaces	2.4	8.3	15.0
Number of consumer products transacted (in million)	6.9	15.9	23.6

Note: For definitions of our key operating metrics, see "Prospectus Summary—Conventions that Apply to this Prospectus."

RISK FACTORS

An investment in our ADSs involves significant risks. You should consider carefully all of the information in this prospectus, including the risks and uncertainties described below, before making an investment in our ADSs. Any of the following risks could have a material and adverse effect on our business, financial condition and results of operations. In any such case, the market price of our ADSs could decline, and you may lose all or part of your investment.

Risks Related to Our Business and Industry

Our industry is rapidly evolving and our business model may not continue to be successful or achieve wide acceptance as we anticipated.

The pre-owned consumer electronics transactions and services industry in China is still at an early stage of development and is rapidly evolving. There are few well-established and widely-accepted transactions and services platforms for pre-owned consumer electronics, nor are there any industry standards in pricing pre-owned consumer electronics and the pre-owned consumer electronics transactions and services market in general. Since the commencement of our business operations in 2011, we have also been trying different business strategies to explore the most effective business model for our operations. Although we are now the leader in the pre-owned consumer electronics transactions and services industry in China, we believe that our business model is novel and we have a limited operating history on which investors can evaluate our business and prospects. Specifically, we only began operating our merchant online marketplace, PJT, in late 2017 and our consumer online marketplace, Paipai, in 2019 and we have not yet demonstrated our ability to generate significant revenue or be profitable. There is no guarantee that our business model will continue to be successful or achieve wide acceptance as quickly or in a magnitude as we anticipated. As there are few comparable companies and established players in the market, we have to explore different business practices, formulate pricing strategies, set up procedures and standards by ourselves and learn from our own experience. Given that we have a limited history operating online marketplaces, we cannot assure you that we will be able to successfully anticipate and respond to industry trends and customer behavior, especially as we continue to broaden our customer base and diversify our product offerings. A potential investor in our ADSs should carefully consider the risks and difficulties frequently encountered by companies in an early stage of development, as well as the risks we face due to our participation in a new and rapidly evolving industry, and our attempt to execute on a new and untested business model. Our business model may not be successful, or we may not successfully overcome the risks associated with this business model.

If we fail to attract and engage consumers, third-party merchants or other participants in the pre-owned consumer electronics value chain, or provide them with superior experience, our business and reputation may be materially and adversely affected.

The success of our business hinges on our ability to engage consumers, third-party merchants or other participants in the pre-owned consumer electronics value chain and our ability to provide a superior experience to them, which in turn depends on a variety of factors. These factors include our ability to

- expand into new product categories and provide additional value-added services in a timely manner to address evolving demand of consumers and third-party merchants,
- maintain the reliability of our inspection, grading and pricing process,
- deliver to consumers and third-party merchants products of quality that meet their expectations,
- attract and manage consumers and third-party merchants on our online marketplaces,

[Table of Contents](#)

- continue to offer competitive prices for pre-owned consumer electronics/goods,
- continue to cooperate with existing business partners or develop new business partners,
- continue to innovate and enhance the functionality, performance, reliability, design, security, and scalability of our platform,
- maintain and improve operating efficiency, reliability and customer experience of online transactions and service quality of our offline networks and personnel,
- continue to expand our AHS store networks,
- leverage technology and data to improve our services, and
- provide superior after-sales service.

We cannot guarantee you that we will always be able to provide a superior experience to consumers and third-party merchants as our business continues to evolve. Failure to do so could materially and adversely affect our business, financial condition and results of operations.

If we are unable to maintain our existing customer base and attract new customers, our business, financial condition and results of operations may be materially and adversely affected.

Our future growth depends on our ability to maintain our existing customer base and attract new customers, including consumers and third-party merchants, to our platform. In order to expand our customer base, we have established our platform with both online and offline channels to maximize our access to potential consumers who intend to trade in or sell their personal electronics. We have also cooperated with well-known cell phone brands to provide potential buyers with a trade-in option. In addition, we also partnered with JD Group to acquire user traffic for our platform. However, we cannot assure you we will be successful in maintaining our existing customer base and attracting new customers. The pre-owned consumer electronics transactions and services industry in China is still at an early stage of development. Consumers may not be willing to trade in or recycle their personal electronics or purchase pre-owned consumer electronics for various reasons. Our existing consumers who are receptive to trade-in or recycling of personal electronics or purchasing pre-owned consumer electronics may find services provided by our competitors more attractive and choose to trade in, recycle or purchase on our competitors' platforms. As a result, we may not be able to effectively maintain and grow our customer base, which would result in a lower volume of pre-owned consumer electronics traded on our platform and thus negatively and adversely affect our business, financial condition and results of operations. Furthermore, public perception that pre-owned consumer electronics sold on our platform may be counterfeit or defective, even if factually incorrect or based on isolated incidents, could damage our reputation and have a negative impact on our ability to attract new customers or retain existing customers. If we are unable to maintain or increase positive awareness of our platform and our services, it may be difficult for us to maintain and grow our customer base, and our business, growth prospects, results of operations and financial condition may be materially and adversely affected.

Any deterioration in our relationships with our major business partners, such as JD Group, may adversely affect our business prospects and business operations.

Collaboration with our business partners such as JD Group and consumer electronics brands has been our key strategy to grow our customer base and increase the supply of pre-owned consumer electronics. Our business has benefited from our collaborations with our major business partners and we expect to continue to rely on them for the foreseeable future. See "Business—Our Strategic Partners" for more details of our collaboration with our business partners. If we are unable to maintain

[Table of Contents](#)

our cooperative relationships with any of these business partners, it may be very difficult for us to identify qualified alternative business partners, and may divert significant management attention from existing business operations and adversely impact our daily operation.

In June 2019, we entered into a five-year framework business cooperation agreement, as amended, with JD Group covering extensive cooperation in areas such as user traffic, marketing, research and development, commission sharing, supply chain and logistics, and customer service and after-sales services. In 2020, the GMV of the pre-owned consumer electronics we collected through our AHS Recycle from JD Group's platforms accounted for approximately 10.0% of our total GMV. If we are unable to maintain our collaboration with JD Group or if JD Group builds or invests in similar business as ours after the term of the agreement, our business, results of operations and financial condition would be materially and adversely affected. Even if we are able to maintain our relationship with JD Group, if JD Group experiences a business deterioration, a decline in market position or market share, or a damage to its brand image or reputation, our business and results of operations may also be negatively affected due to our reliance on and close relationship with JD Group and our customers' trust on us may also diminish. In the event that we fail to maintain our relationship with JD Group, we cannot assure you that we will be able to establish a similar cooperative relationship with a comparable business partner under commercially reasonable terms in a timely manner. In addition, our business collaboration arrangement with JD Group contain certain undertakings made by JD Group that are beneficial to us. These undertakings, however, are contingent on our continuing to meet certain conditions. If we are unable to meet these requirements, the scope of our collaboration with JD Group could diminish significantly and the business collaboration arrangement with JD Group could even be terminated under certain circumstance, all of which could materially and adversely affect our business, results of operations and financial condition.

In addition to our strategic relationship with JD Group, JD Group also has a significant influence on our overall business operations. As of the date of this prospectus, JD Group holds approximately 38.5% of our total issued and outstanding shares. As a result, JD Group may have a conflict of interest with us and prevent us from engaging in transactions that may be beneficial to you as a holder of ADSs.

Apart from JD Group, we have also entered into business collaboration arrangements with other business partners, such as branded consumer electronics manufacturers and distributors, to expand source of supply for pre-owned consumer electronics. We cannot assure you that we are able to maintain our relationships with our major business partners in the future. We may not be able to successfully extend or renew our current business collaboration arrangements with these business partners on commercially reasonable terms, or at all, upon expiration or early termination of the current arrangements. Furthermore, we, our employees and our business partners may inadvertently breach certain provisions and therefore subject us to liabilities under these arrangements. Disputes may also arise due to reasons that we are unable to foresee. If we are unable to resolve disputes with our business partners, we may not be able to continue our cooperation with them. In addition, certain of our business partners were sanctioned by the U.S. government. It is possible that we may have to cease cooperation with these business partners so as to be compliant with the relevant U.S. laws as a U.S. listed company. As a result, transaction volume on our platform, our results of operations and financial conditions could be materially and adversely affected.

If we are unable to manage our growth or execute our strategies effectively, our business and prospects may be materially and adversely affected.

Our business has continued to grow in recent years, and we expect continued growth in our business and revenues. We plan to further expand our sources of supply and continue to empower

industry participants. For example, we plan to further expand our AHS store network into lower-tier cities and strengthen our cooperation with JD Group to increase customer traffic on our platform. In addition, we plan to further strengthen the industry leading infrastructure and standards we established by further upgrading our operations centers to improve the accuracy, speed, and cost-effectiveness of our proprietary inspection, grading, and pricing of pre-owned devices. To support our growth, we will also continue to improve our technology capabilities, such as upgrading our operation centers with new automation technologies and further optimizing our pricing engine by continuing to leverage the data insights, and grow our international presence by collaborating with resellers in new geographic locations such as South East Asia, Latin America, and Africa to increase the global circulation of pre-owned devices from China and export our technology and service offerings to device resellers in these international markets. All these efforts will require significant managerial, financial and human resources. We cannot assure you that we will be able to effectively manage our growth or to implement all these systems, procedures and control measures successfully or that our new business initiatives will be successful. If we are not able to manage our growth or execute our strategies effectively, our expansion may not be successful and our business and prospects may be materially and adversely affected.

We are not profitable and have negative net cash flows from operating activities, which may continue in the future.

We have not been profitable since our inception in 2011. We incurred net losses of RMB207.9 million in 2018, RMB704.9 million in 2019 and RMB470.6 million (US\$72.1 million) in 2020. In addition, we had negative net cash flows from operating activities of RMB358.0 million in 2018, RMB410.8 million in 2019 and RMB412.9 million (US\$63.3 million) in 2020. We may continue to make significant investments in technologies and further develop and expand our business and these investments may not result in an increase in revenue or positive net cash flows from our operations on a timely basis, or at all.

We may incur substantial losses and negative net cash flows from our operations in the future for a number of reasons, including decreasing demand or slower than expected increase in demand for pre-owned consumer electronics and our services, increasing competition, as well as other risks discussed herein, and we may incur unforeseen expenses, or encounter difficulties, complications and delays in generating revenue or achieving profitability. If our revenues decrease, we may not be able to reduce our costs and expenses proportionally in a timely manner because a significant portion of our costs and expenses are fixed. In addition, if we reduce our costs and expenses, we may limit our ability to acquire consumers and third-party merchants and grow our revenues. Accordingly, we may not be able to achieve profitability and we may continue to incur net losses in the future.

The growth and profitability of our business depend on the level of consumer demand and discretionary spending. A severe or prolonged economic downturn in China or around the world could materially and adversely affect consumer discretionary spending and therefore adversely affect our business, financial condition and results of operations.

The success of our business depends, to a significant extent, on the level of consumer demand and discretionary spending both in China and in the international markets where we operate. A number of factors beyond our control may affect the level of consumer demand and discretionary spending on merchandise that we offer, including, among other things:

- general economic and industry conditions;
- disposable income of consumers;
- discounts, promotions and merchandise offered by our competitors;

[Table of Contents](#)

- negative reports and publicity about the pre-owned consumer electronics transactions and services industry;
- outbreak of viruses or widespread illness, including COVID-19 caused by the novel coronavirus;
- unemployment levels;
- minimum wages and personal debt levels of consumers;
- access to consumption loans by consumers;
- consumer confidence in future economic conditions;
- fluctuations in the financial markets; and
- natural disasters, war, terrorism and other hostilities.

Reduced consumer confidence and spending cut backs may result in reduced demand for pre-owned consumer electronics sold on our online marketplaces. Reduced demand also may require increased selling and promotional expenses. Adverse economic conditions and any related decrease in consumer demand for pre-owned consumer electronics could have a material adverse effect on our business, financial condition and results of operations. For example, COVID-19 pandemic has reduced the number of trips consumers make to brick-and-mortar stores, including offline AHS stores. COVID-19 pandemic has also resulted in a severe and negative impact on the Chinese and the global economy. Negative economic conditions related to this outbreak may limit the consumer confidence and the amount of disposable income available to consumers, which may impact our consumer demand. Whether the pandemic will lead to a prolonged downturn in the economy is still unknown. If this outbreak persists, commercial activities throughout the world could be curtailed with decreased consumer spending, business disruptions, interrupted supply chains and difficulties in travel. Our business has been adversely affected by the outbreak of COVID-19. The extent to which COVID-19 impacts our results will depend on future developments, which are highly uncertain and cannot be predicted. Even before the outbreak of COVID-19, the global macroeconomic environment was facing numerous challenges. The growth rate of the Chinese economy has been slowing down. There is considerable uncertainty over the long-term effects of the expansionary monetary and fiscal policies which had been adopted by the central banks and financial authorities of some of the world's leading economies, including the United States and China, even before 2020. Unrest, terrorist threats and the potential for war in the Middle East and elsewhere may increase market volatility across the globe. There have also been concerns about the relationship between China and other countries, including but not limited to the surrounding Asian countries, which may potentially have economic impact. In particular, there is significant uncertainty about the future relationship between the United States and China with respect to trade policies, treaties, government regulations and tariffs. Economic conditions in China are sensitive to global economic conditions, as well as changes in domestic economic and political policies and the expected or perceived overall economic growth rate in China. Any severe or prolonged slowdown in the global or Chinese economy may materially and adversely affect our business, results of operations and financial condition.

In addition, many of the factors identified above also affect commodity rates, transportation costs, interest rates, costs of labor, insurance and healthcare, lease costs, measures that create barriers to or increase the costs associated with international trade, changes in other laws and regulations and other economic factors, all of which may impact our cost of sales, our selling and distribution expenses, and general and administrative expenses, which could have a material adverse effect on our business, financial condition and results of operations.

Our operations have been and may continue to be affected by the COVID-19 pandemic.

Our business and financial performance have been adversely affected by the outbreaks of COVID-19. In order to protect the health and well-being of our employees and consumers, we and our AHS store partners started to temporarily close offline AHS stores in China in late January 2020 and reduced operating hours at offline AHS stores that remained open. We also closed our headquarters and offices and made remote working arrangements. The unplanned store closures, resulted in peak closures of a vast majority of offline AHS stores in China in early February 2020. Since that time, the vast majority of offline AHS stores and our headquarters and offices have been reopened in a disciplined manner. As of March 31, 2020, all offline AHS stores in China had reopened and operated under normal business hours. Due to such store closures, our operating results in the first quarter of 2020 was negatively affected. The store closure also negatively affected the expansion of our AHS store network. In the first half of 2020, we experienced a decrease in the number of offline AHS stores in China. Our GMV for product sales for the first quarter of 2020 was adversely affected by the temporary closure of offline AHS stores, which negatively affected our collection of pre-owned consumer electronics through offline AHS stores. GMV for product sales decreased from RMB831.5 million in the first quarter of 2019 to RMB625.0 million in the first quarter of 2020. In addition, our inventory level was also negatively affected by such store closures. See “—If we fail to manage our inventory effectively, our results of operations, financial condition and liquidity may be materially and adversely affected” for more information. Besides, we also temporarily closed our regional operation centers in early 2020 due to COVID-19 outbreak. See “—We are subject to certain risks relating to third-party logistics services and our operation centers” for more information.

Although COVID-19 has been successfully contained in China, COVID-19 remains a global pandemic and different variants of coronavirus have also emerged in different locations around the world. As COVID-19 pandemic continues to rapidly evolve and there is great uncertainty as to the future progress of the disease, we cannot anticipate with any certainty the length or severity of the effects of COVID-19. Our business operations, results of operations and financial condition could be further adversely affected if a wide spread of COVID-19 happens again in the locations where we or our business partners have business operations.

We may not be able to effectively and accurately inspect, grade and price pre-owned goods, in particular, consumer electronics.

We provide inspection, grading and pricing services for a large portion of pre-owned consumer electronics sourced by third-party merchants and sold on our online marketplaces. We also inspect, grade and price pre-owned consumer electronics we collect before selling them on our online marketplaces. As there are no uniform or established standards or practices for inspecting, grading and pricing pre-owned consumer electronics in the market, we have developed our own inspection procedures, grading system and pricing mechanism over years of our business operations. We cannot assure you that our business practices represent the best practice in the pre-owned consumer electronics transactions and services industry or that they will yield maximum commercial benefits. We may not be able to identify all potential defects of pre-owned consumer electronics traded on our platform and grade them accurately. Even if we are able to do so, we cannot guarantee you that the prices we assign to those pre-owned consumer electronics reflect the actual or fair value of those pre-owned consumer electronics. If consumers or third-party merchants on our platform believe that the prices determined or suggested by us do not reflect the fair value or their deemed value of the pre-owned consumer electronics they are going to sell on our online marketplaces, they may choose other platforms over us, which in turn would result in our losing of customer base, a decline in transaction volume on our online marketplaces and/or a decrease in the supply of pre-owned consumer electronics, either of which could materially and adversely affect our business, results of operations and financial condition.

The price differences between our collection and resale of pre-owned consumer electronics in connection with our self-operated transactions and the fees we charge from transactions on our online marketplaces may fluctuate or decline in the future. Any material decrease in such fees or price differences would harm our business, financial condition and results of operations.

We generate revenues primarily by earning the price differences between our collection and resale of pre-owned consumer electronics, and by charging fees and commissions for transactions and services we provide on our online marketplaces, such as commission fee on our merchant and consumer marketplaces and transaction service fee for value-added services on our consumer marketplace. Maintaining and growing our revenues depends on a number of factors, including:

- our ability to deliver superior services;
- our ability to attract consumers, third-party merchants, and other participants in the pre-owned consumer electronics value chain;
- the average unit price of pre-owned consumer electronics sold on our platform, which may decrease as a result of, among other things, rolling-out of new generations of consumer electronics;
- the average commission rate and the average value-added service fee rate that we charge per transaction, which is subject to market condition and competition;
- our ability to maximize the price differences between the acquisition prices and resale prices;
- our ability to expand sources of supply for pre-owned consumer electronics;
- our ability to reach the end-consumers with the pre-owned consumer electronics sold on our platform; and
- fluctuation in other macro-economic changes.

Any failure to adequately and promptly address any of these risks and uncertainties would materially and adversely affect our business and results of operations.

If we are unable to expand our AHS store network successfully, our business or results of operations would be adversely affected.

We plan to further expand our AHS store network, including automatic recycling kiosks, in lower-tier cities. However, we may not be able to expand our AHS store network as we planned. AHS store network expansion has required and will continue to require substantial investments and commitment of resources. The number and timing of the offline AHS stores actually opened and kiosks placed during any given period are subject to a number of risks and uncertainties, including but not limited to our ability to:

- identify locations with large customer traffic and commercial potential;
- secure leases on commercially reasonable terms;
- identify suitable business partners to join our AHS store network;
- efficiently manage our time and cost in relation to the design, decoration and pre-opening processes for AHS stores;
- successfully operate AHS stores, including offering superior customer experience;
- maintain a positive image of AHS stores;
- cooperate with more AHS store partners and third parties to install more kiosks;

[Table of Contents](#)

- obtain a sufficient number of kiosks to be installed in AHS store network and various other locations;
- obtain adequate funding for development and expansion costs;
- obtain the required licenses, permits and approvals; and
- recruit and retain talents with sufficient experience in the pre-owned consumer electronics transactions and services industry.

Particularly, we rely on business partners with local resources to join our AHS store network and open AHS stores. However, we may not be able to identify business partners with sufficient resources and strong local ties to collaborate with us. Even if we are able to attract a sufficient number of business partners to join our AHS store network, there is no assurance that they will be willing or able to renew their agreements with us, which may decrease the number of AHS stores in our AHS store network and negatively affect our store expansion plan. We will also need to carefully consider geographical locations of AHS stores in our AHS store network so as to reach consumers to the maximum extent while avoiding cannibalization resulting from geographical proximity among stores.

Any factors listed above, either individually or in aggregate, might delay or fail our plan to increase the number of AHS stores in desirable locations at manageable cost levels. Further, we may not be able to successfully operate our existing AHS stores and may choose to shut down certain AHS stores from time to time due to various reasons. For example, certain of offline AHS stores were shut down in the first half of 2020 primarily due to the COVID-19 outbreak. See “—Our operations have been and may continue to be affected by COVID-19 pandemic.”

Failure to successfully operate offline AHS stores could materially and adversely harm our reputation, business and results of operations.

We rely on offline AHS stores and kiosks to collect a large portion of pre-owned consumer electronics traded on our online marketplaces. AHS stores and kiosks also serve as a complement to our online AHS operations and help us reach consumers directly. The successful operation of AHS stores hinges on the ability to provide superior experience to consumers and business partners. If we are unable to provide a superior experience, our consumers and business partners may lose confidence in us. In addition, any negative publicity or poor feedback regarding our customer service may harm our brand and reputation and thus cause us to lose customers and market share. Apart from providing superior customer experience, there are also a number of other factors that may affect the successful operation of AHS stores, including, without limitation, our ability to secure premises for AHS stores in locations that are strategically beneficial to our business; our ability to adjust AHS store operations to timely respond to changes in market demand and consumer preferences; our ability to manage costs of in operating AHS stores; our ability to handle negative publicity, allegations, and legal proceedings; our ability to ensure full compliance with relevant laws and regulations, and maintain adequate and effective control, supervision and risk management over AHS stores; and our ability to monitor the overall operation of AHS stores. If we are unable to operate AHS stores successfully, we and our business partners will have to shut down underperforming AHS stores. In 2018, 2019 and 2020, we closed approximately 190 AHS stores and may continue to do so in the future. We may also terminate our cooperation with our AHS store partners if their business, financial conditions and operating results are below our expectation. In the past, we terminated our cooperation with certain number of AHS store partners due to the underperformance of certain AHS stores. In addition, if our AHS store partners run into financial difficulties or even become bankrupt as a result of unsuccessful operation, our business and results of operations would be adversely affected.

In addition to our directly operated AHS stores, we also cooperate with AHS store partners to jointly operate a large number of AHS stores. As of December 31, 2020, 300 of all AHS stores are

jointly operated by us and our AHS store partners. We provide trainings to the store operation personnel and offer other necessary supports to help with store management. Successful operations of jointly-operated stores directly affect our results of operations. However, our AHS store partners are independent from us. Despite the fact that we have direct access to key operational data of jointly-operated stores, we do not have a complete control on every aspect of the store operation. The efficiency and effectiveness of the store operations may be compromised if we fail to effectively monitor the store operations. Even if we can effectively monitor the operation of these AHS stores, there are still a number of factors beyond our control which may result in failure by our AHS store partners to successfully operate AHS partner stores in a manner consistent with our standards and requirements. For example, despite the training and support we provide to the AHS partner stores, our AHS store partners may not be able to hire qualified clerks and other store operating personnel or provide optimal customer services, encounter financial difficulties or fail to achieve expected amount of orders, which may negatively affect our results of operations. While we have the right to terminate our agreements with AHS store partners if they breach any material provisions of these agreements, we may not be able to identify problems and take action in a timely manner. As a result, our image and reputation may suffer, and our results of operations could be adversely affected.

The successful operations of our PJT Marketplace and Paipai Marketplace depend on our ability to maintain and attract more third-party merchants and consumers to our online marketplaces.

Third-party merchants and consumers play an important role in the successful operations of our online marketplaces. In terms of GMV, 61.2% of all of the pre-owned consumer products on our PJT Marketplace and 93.0% of all of the pre-owned consumer products on our Paipai Marketplace were sold by third-party merchants in 2020. As a result, attracting and maintaining our relationship with consumers and third-party merchants to our online marketplaces are critical to our business and results of operations. However, we may not be able to do so due to a number of factors, some of which are beyond our control. For example, if the transaction volume or the number of users on our marketplaces drop significantly, our third-party merchants may experience sales declines. As a result, they may not be able to generate profits as they expected, and thus choose not to renew their agreements with us. In addition, we may also be unable to continuously offer attractive terms or economic benefits to our third-party merchants or provide value-added services that meet the demand of third-party merchants. As a result, our third-party merchants may not be effectively motivated to sell more products or maintain the relationship with us. In addition, we may not be able to attract or maintain our existing customer base on our online marketplaces, which could result in a decline in the transaction volumes and thus negatively affect our business and results of operations.

We are subject to various risks in connection with our cooperation with third-party merchants.

Even if we are able to maintain our relationship with third-party merchants and attract more third-party merchants and consumers to our online marketplaces, we are subject to various risks in connection with third-party merchants. We do not have as much control over the quality of pre-owned products sold by third-party merchants on our online marketplaces as we do over the products that we sell directly ourselves. In particular, under POP model, we do not inspect pre-owned consumer electronics sold by them on our platform, nor do we determine the prices of those products, which makes it more difficult for us to ensure that consumers and third-party merchants get the same high-quality products and services for all products sold on our marketplaces. If any third-party merchant fails to adhere to our quality standards and requirements, fails to timely deliver the products to buyers, delivers products that are defective or materially different from description, sells counterfeit or unlicensed products, or sells products without licenses or permits as required by the relevant laws and regulations even though we have requested such licenses or permits in our standard form contract with the third-party merchant, the reputation of our online marketplaces and our brands could be materially

and adversely affected and we could face claims to hold us liable for the losses. Moreover, despite our efforts to prevent it, some products sold on our online marketplaces may compete with the products we sell directly, which may cannibalize our sales on our online marketplaces. The occurrence of any of the above could have a material and adverse effect on our expansion plans, business prospects, results of operations and financial condition.

Privacy concerns relating to pre-owned consumer electronics and the collection, store and use of customer information could deter current and potential customers from choosing our products or services, damage our reputation, impede our business growth and thus negatively impact our business.

Concerns about mishandling personal information or other private and sensitive information stored in pre-owned consumer electronics, even if unfounded, or a general lack of confidence in the security of privacy in connection with pre-owned consumer electronics could deter current and potential consumers or third-party merchants from using our services, damage our reputation, cause us to lose consumers or third-party merchants and adversely affect our operating results. In addition, we collect, store and use personal information of our consumers or third-party merchants to provide better services. While we strive to comply with applicable data protection laws and regulations, as well as our own privacy policies and other obligations we may have with respect to privacy and data protection, failure or perceived failure to comply may result, and in some cases has resulted, in customer complaints, and may also result in inquiries and other proceedings or actions against us by government agencies or others, as well as negative publicity and damage to our reputation and brand, each of which could cause us to lose users, consumers or third-party merchants, and have an adverse effect on our business. In addition, any systems failure or compromise of our security that results in the unauthorized access to or release of our customers' data could significantly limit the adoption of our products and services, as well as harm our reputation and brand and, therefore, our business. We strictly limit third-parties' access to customer privacy data, and we expend significant resources on technology and our daily operations to protect against leakage of customer information and other security breaches. Nonetheless, given its great commercial value, customer data may still be hacked and misused by third parties, which could expose us to legal and regulatory risks and seriously harm our business.

The PRC regulatory and enforcement regime with regard to data security and data protection is evolving. In particular, on May 28, 2020, the National People's Congress of the PRC enacted the *Civil Code of the People's Republic of China*, or Civil Code, which came into effect on January 1, 2021. The Civil Code, in addition to the systematic codification of provisions from existing legislations, establishes general principles of privacy right and the protection of personal information, and provides clearer legal basis for civil actions against privacy and personal information related infringements and breaches. Other than Civil Code, more specific provisions in relation to data privacy and cybersecurity are mainly set out in existing legislations including the *PRC Cyber Security Law* (effective from June 1, 2017), the *PRC E-commerce Law* (effective from January 1, 2019), and the *PRC Consumer Rights Protection Law* (latest revision effective from March 15, 2014). Further, the Standing Committee of the National People's Congress of the PRC has published the draft PRC Data Security Law on July 3, 2020, and the draft PRC Personal Information Protection Law on October 21, 2020. Once enacted, these two laws, together with the current legislations, will form an increasingly comprehensive legal framework in the area of data security and data protection in the PRC. See "Regulation—Regulations Relating to Internet Security and Privacy" for more details. Information and data privacy legislations have also been evolving significantly in other jurisdictions these years. For example, in the European Union, or EU, the General Data Protection Regulation, or GDPR, which came into effect on May 25, 2018, presents increased challenges and risks in relation to policies and procedures relating to data collection, storage, transfer, disclosure, protection and privacy, and will impose significant penalties for non-compliance, including for example, penalties calculated as a percentage of global revenue under

the GDPR. In the United States, various federal, state and foreign legislative and regulatory bodies, or self-regulatory organizations, may expand current laws or regulations, enact new laws or regulations or issue revised rules or guidance regarding privacy, data protection, information security. For example, California recently enacted the California Consumer Privacy Act, which, among other things, requires new disclosures to California consumers and afford such consumers new abilities to opt out of certain sales of personal information. Outside of the European Union and the U.S., many countries and territories have laws, regulations, or other requirements relating to privacy, data protection, information security, and consumer protection, and new countries and territories are adopting such legislation or other obligations with increasing frequency. New laws or regulations concerning data protection, or the interpretation and application of existing consumer and data protection laws or regulations, which is often uncertain and in flux, may be inconsistent with our practices. If so, in addition to the possibility of fines, this could result in an order requiring that we change our practices, which could have an adverse effect on our business and operating results. Complying with new laws and regulations could cause us to incur substantial costs or require us to change our business practices in a manner materially adverse to our business. If we or those with whom we share information fail to comply with these laws and regulations or experience a data security breach, our reputation could be damaged and we could be subject to additional litigation and regulatory risks.

Our expansion into new product categories and offering of new services may expose us to new challenges and more risks.

As of December 31, 2020, over 82% and approximately 49% of the pre-owned consumer products traded on our PJT Marketplace and Paipai Marketplace, respectively, were cell phones. In recent years, we have expanded our business to cover more types of pre-owned consumer electronics, such as laptops, tablets and drones. In the future, we may expand our business to cover more diversified pre-owned product categories, such as bags and various household goods, and provide new services, such as launching our premium paid membership program and offline boutique retail stores, to further attract consumers and third-party merchants and increase the transaction volumes on our platform. Expansion into diverse new product categories and service offerings involves new risks and challenges. Our lack of familiarity with these products and services and lack of relevant customer data relating to these products and services may make it more difficult for us to anticipate customer demand and preferences. We may also be unable to effectively inspect and control the quality of these pre-owned goods appropriately or we may misjudge customer demand on our new service offerings. We may also face costly product liability claims, which would harm our brand and reputation as well as our financial performance. If competition in the new product and service categories intensifies, we may have to price aggressively and invest heavily to gain market share or remain competitive, which may adversely affect our profitability. As a result of various uncertainties and risks, it may be difficult for us to achieve profitability in the new product and service categories and our profit margin in these categories, if any, may be lower than we anticipate, which would adversely affect our overall profitability and results of operations. We cannot assure you that we will be able to recoup our investments in introducing these new product and service categories.

We may incur liability or become subject to claims or administrative penalties for stolen products sold on our platform or counterfeit, infringing, illegal or unauthorized products sold on our platform.

Pre-owned consumer electronics sold on our online marketplaces are sourced by us or third-party merchants from various channels. We have adopted measures to verify the authenticity and authorization of pre-owned consumer electronics sold on our online marketplaces and avoid potential infringement of third-party intellectual property rights in the course of sourcing and selling products. We have also invested heavily in our inspection and authentication processes and we reject items we believe to be counterfeit. However, we cannot assure you that we are able to identify any and all

unauthorized, counterfeit or illegal products, especially components and parts or accessories of the pre-owned consumer electronics, that infringe third parties' intellectual property rights given the large amount of pre-owned consumer electronics being inspected. As the sophistication of counterfeiters increases, it may be increasingly difficult to identify counterfeit pre-owned consumer electronics and their components, parts and accessories. In terms of GMV, in 2020, 32.7% of all of the pre-owned consumer products sold on our PJT Marketplace and 93.0% of the pre-owned consumer products on our Paipai Marketplace were inspected by third-party merchants as opposed to going through our inspection procedures. Under our standard form agreements, we typically require third-party merchants to indemnify us for any losses we suffer or any costs that we incur if the pre-owned consumer electronics they sell on our online marketplaces are stolen products or counterfeit, unauthorized or refurbished products. However, we may not be able to successfully enforce our contractual rights and may need to initiate costly and lengthy legal proceedings in China to protect our rights. In the event that counterfeit, unauthorized or infringing products are sold on our online marketplaces or infringing content is posted on our online marketplaces, we could face claims that may subject us to liabilities. If we fail to identify any infringing pre-owned consumer electronics including components and parts or accessories and such products are sold to purchasers, we may be subject to infringement claims and our reputation will also be harmed. Irrespective of the validity of such claims, we could incur significant costs and efforts in either defending against or settling such claims. If there is a successful claim against us, we might be required to pay substantial damages or refrain from further selling the relevant products. Potential liabilities we may be subject to under PRC law if we negligently participated or assisted in infringement activities associated with counterfeit products include injunctions to cease infringing activities, rectification, compensation, administrative penalties and even criminal liability. Moreover, such third-party claims or administrative penalties could result in negative publicity and our reputation could be severely damaged.

In addition, stolen products were and may continue to be sold on our online marketplaces, which could also result in negative publicity, and thus damage our reputation. Pursuant to relevant PRC regulations, we, as the operator of AHS Recycle, are required to record information of each pre-owned consumer electronic product sourced by us and we would be subject to administrative penalties or even criminal liability if we knowingly engage in any sale of stolen pre-owned consumer electronic product that we sourced from other parties. We have been complying with the above information recording requirement and we have also been cooperating with the Shanghai Public Security Bureau to crackdown the sales of stolen products on our online marketplaces. However, third-party sellers' actions are beyond our control and we cannot guarantee you that our online marketplaces will not be used as a channel by certain sellers to dispose of illegal products. Any of these events could have a material and adverse effect on our business, results of operations or financial condition.

If we fail to adopt new technologies or adapt our websites, mobile apps and systems to changing user or customer requirements or emerging industry standards, or if our efforts to invest in the development of new technologies are unsuccessful or ineffective, our business may be materially and adversely affected.

To remain competitive, we must continue to enhance and improve the responsiveness, functionality and features of our mobile apps, websites and our business operation systems. The industries we operate in are characterized by rapid technological evolution, changes in user or customer requirements and preferences, frequent introductions of new products and services embodying new technologies and the emergence of new industry standards and practices, any of which could render our existing technologies and systems obsolete. Our success will depend, in part, on our ability to identify, develop, acquire or license leading technologies useful in our business, and respond to technological advances and emerging industry standards and practices, such as mobile internet, in a cost-effective and timely way. For example, we depend on the automation of our operation centers and the development and application of advanced technologies applied in our

operation centers to effectively and efficiently inspect, grade and price the pre-owned consumer electronics we procure. In recent years, we invested in the development of many new technologies, such as supply sourcing technology and inspection, certification and pricing technology. The development of websites, mobile apps and other proprietary technologies entails significant technical and business risks. We cannot assure you that we will be able to successfully develop or effectively use new technologies, recoup the costs of developing new technologies or adapt our websites, mobile apps, proprietary technologies and systems to meet user or customer requirements or emerging industry standards. If we are unable to develop technologies successfully or adapt in a cost-effective and timely manner in response to changing market conditions or customer requirements, whether for technical, legal, financial or other reasons, our business, prospects, financial condition and results of operations may be materially and adversely affected.

We may not be able to sustain our historical growth rates in the future.

We have experienced rapid growth since we commenced our business in 2011. However, there is no assurance that we will be able to maintain our historical growth rates in future periods. Our revenue growth may slow or our revenues may decline for any number of possible reasons, such as decreased consumer spending, increased competition, slowdown in the growth or contraction of the pre-owned consumer electronics transactions and services industry in China, emergence of alternative business models, changes in government policies or general economic conditions, and natural disasters or virus outbreaks. If our growth rate declines, investors' perceptions of our business and business prospects may be adversely affected and the market price of our ADSs could decline.

Any harm to our brands or reputation may materially and adversely affect our business and results of operations.

We believe that the recognition and reputation of our brands, such as All Things Renew (万物新生), AHS (爱回收), PJT (拍机堂) and Paipai (拍拍), among consumers and third-party merchants have contributed significantly to the growth and success of our business. Maintaining and enhancing the recognition and reputation of our brands are critical to our business and competitiveness. Many factors, some of which are beyond our control, are important to maintaining and enhancing our brand. These factors include our ability to:

- provide a superior experience to consumers and third-party merchants, and enhance their trust in us;
- maintain the popularity, attractiveness, diversity and quality of the products and services we offer;
- maintain the reliability of our inspection, grading and pricing process;
- continue to offer competitive prices for pre-owned consumer electronics/goods;
- maintain or improve the satisfaction of consumers and third-party merchants with our after-sales services;
- support third-party merchants to provide satisfactory customer experience through our online marketplaces;
- increase brand awareness through marketing and brand promotion activities; and
- preserve our reputation and goodwill in the event of any negative publicity, including those on customer service, customer relationships, product quality, or other issues affecting us or other pre-owned consumer electronics transactions and services businesses.

We have received in the past, and we may continue to receive in the future, communications or complaints alleging that pre-owned consumer electronics sold through our platform are counterfeit,

defective, inconsistent with the information provided on our platform, or the services provided by us are unsatisfactory to our consumers and third-party merchants. The information we include on our platform is collected and maintained by us, which may not be accurate or complete due to human error, technological issues or willful misconduct. Moreover, if third-party merchants experience difficulties in meeting our requirements or standards or provide inaccurate or unreliable information to us, we may be subject to legal liabilities for the actions or services of those third-party merchants and we may fail to maintain customer trust in our platform, which could damage our reputation, diminish the value of our brand, undermine the trust and credibility we have established and have a negative impact on our ability to attract new consumers and third-party merchants or retain our current consumers and third-party merchants. If we are unable to maintain our reputation, enhance our brand recognition or increase positive awareness of our platform and services, as well as pre-owned consumer electronics sold by us and third-party merchants through our online marketplaces, our business, growth prospects, financial condition and results of the operations could be materially and adversely affected.

In addition, negative news or media coverage of our business, our employees, our third-party service providers and business partners, our directors and management or our shareholders, including, without limitation, alleged failure to comply with applicable laws and regulations, alleged misrepresentation by our sales consultants or third-party agents, breach of data security, failure to protect user privacy, inappropriate business practices, disclosure of inaccurate operating data, negative information on blogs and social media websites, regardless of their validity, could damage our reputation. If we fail to correct or mitigate misinformation or negative information about us, including information spread through social media or traditional media channels, customer trust in us may be undermined, which would have a material adverse effect on our business, results of operations and financial condition.

If we fail to compete effectively, we may not be able to maintain or may lose market share and our business and results of operations would be materially and adversely affected.

We face intense competition in the pre-owned consumer electronics transactions and services industry in China. We compete for consumers, third-party merchants, orders, and pre-owned consumer electronics. See “Business—Competition.” Our competitors may have significantly more resources than we do, including financial, technological, marketing resources, and may be able to devote greater resources to the development and promotion of their platforms and services. They may also have deeper relationships with consumer electronics manufacturers, online marketplaces selling consumer electronics and other third-party service providers than we do. This could allow them to develop new services, adapt more quickly to changes in technology and to undertake more extensive marketing campaigns, which may render our platform less attractive to consumers and businesses and cause us to lose market share. Those smaller companies or new entrants may be acquired by, receive investment from or enter into strategic relationships with well-established and well-financed companies or investors which would help enhance their competitive positions. Moreover, intense competition in the markets we operate in may reduce our service fees and revenue, increase our operating expenses and capital expenditures, and lead to departures of our qualified employees. In addition, new and enhanced technologies may increase the competition in the pre-owned consumer electronics transactions and services industry. New competitive business models may also appear to increase the competition. We may also be harmed by negative publicity instigated by our competitors, regardless of its validity. We have encountered and may in the future continue to encounter unfair competition from our competitors, which may adversely affect our business and reputation. Failure to compete with current and potential competitors could materially harm our business, financial condition and our results of operations.

Misconduct or illegal actions of our third-party merchants or other business partners could materially and adversely affect our reputation, business, financial condition and results of operations.

We work with third parties in providing many of our services and products on our platform, such as consumer electronics brands and e-commerce platform through which we collect pre-owned consumer electronics, third-party merchants doing transactions on our platform, and third-party logistics service providers. We carefully select our third-party suppliers, merchants, service providers and business partners, but we are not able to fully control their actions. If these third parties fail to perform as we expect, experience difficulty in meeting our requirements or standards, fail to conduct their business ethically, fail to provide satisfactory services to consumers and third-party merchants, receive negative press coverage, violate applicable laws or regulations, breach the agreements with us, or if the agreements we have entered into with the third parties are terminated or not renewed, it could damage our business and reputation. In addition, if such third-party service providers cease operations, temporarily or permanently, face financial distress or other business disruptions, increase their fees, or if our relationships with them deteriorate, we would suffer from increased costs, be involved in legal or administrative proceedings with or against our third-party service providers and experience delays in providing consumers and third-party merchants with similar services until we find or develop a suitable alternative. Furthermore, if we are unsuccessful in identifying high-quality partners, or establishing cost-effective relationships with them, or effectively managing these relationships, our business and results of operations would be materially and adversely affected.

We may be held liable for information or content displayed on or linked to our platform, which may materially and adversely affect our reputation, business and results of operations.

We may be held liable for inaccurate or incomplete information, including pre-owned product listings, that is available through or linked to our platform. The information we collect and use for pre-owned product listings may be inaccurate or incomplete due to errors or on the part of our employees or third-party information providers, or frauds. Failure to ensure the accuracy and integrity of such information, regardless of its source, could undermine customer trust, result in further administrative penalties and adversely affect our reputation, business and results of operations.

Failure to effectively deal with any misappropriation of our business opportunities, fictitious transactions or other fraudulent conduct would materially and adversely affect our business, financial condition and results of operations.

We may face risks with respect to fraudulent activities by our employees or third-party merchants. For example, we have previously identified certain employees' misappropriation of our business opportunities at offline AHS stores. These employees purchased pre-owned consumer electronics themselves from consumers visiting AHS stores as opposed to performing their duties to complete the transactions with consumers on behalf of us. In order to combat such fraudulent activities, we installed surveillance system in AHS stores so that we are able to verify each transaction. In addition to misappropriation of our business opportunities, sellers on our marketplaces may also engage in fictitious or "phantom" transactions with themselves or collaborators in order to artificially inflate their own ratings on our online marketplace, reputation and search results rankings. This activity may harm other sellers by enabling the perpetrating seller to be favored over legitimate sellers, and may harm consumers by deceiving them into believing that a seller is more reliable or trusted than the seller actually is. This activity may also result in inflated transaction volume from our online marketplace. Sellers on our platform may also engage in other fraudulent or illegal activities. For example, a seller on our platform engaged in illegal credit card encashment activities in the past. Although we have implemented various measures to detect and reduce the occurrence of fraudulent activities on our platform, there can be no assurance that such measures will be effective in combating fraudulent

activities. Moreover, illegal, fraudulent or collusive activities by our employees, such as fraud, bribery or corruption, could also subject us to liability or negative publicity or cause losses. For example, we incurred economic loss in the past due to a former employee's fraudulent behavior in a procurement transaction. Although we have internal controls and policies with regard to the review and approval of sales activities and other relevant matters, our employees' actions are beyond our control. We cannot assure you that our internal control measures and policies will prevent fraud or illegal activity by our employees. Negative publicity and user sentiment generated as a result of actual or alleged fraudulent or deceptive conduct on our platform or by our employees could also severely diminish consumer confidence in us, reduce our ability to attract new or retain current consumers and third-party merchants, damage our reputation and diminish the value of our brand names, and materially and adversely affect our business, financial condition and results of operations.

We may not be able to successfully halt the operations of websites that aggregate our data as well as data from other companies, or "copycat" websites that misappropriate our data.

Due to the lack of widely accepted industry standards and practices and as a result of our industry leading position, we have seen certain websites aggregate certain data we generated in our business operations, such as pricing information for pre-owned consumer electronics. As of the date of this prospectus, we are not aware of any copycat websites that attempt to cause confusion or diversion of traffic from us. Since we have a large customer base and established the largest pre-owned consumer electronics transactions and services platform in China, we may become an attractive target to such attacks or misappropriations in the future because of our brand recognition in the pre-owned consumer electronics transactions and services industry in China. We cannot assure you that we will be able to successfully halt the operations of these websites or third parties. Failure to do so could damage our reputation, divert customer traffic or supply of pre-owned consumer electronics from us and thus materially and negatively affect our business operations, results of operations and financial condition.

We rely on third-party payment service providers to conduct payment processing and escrow services on our marketplaces. If those services are limited, restricted, curtailed or degraded in any way or become unavailable to us or our users for any reason, our business may be materially and adversely affected.

Our users make payments through a variety of methods, including payment on our marketplaces or through our third-party online payment service partners, such as Weixin and Fuiou Pay (富友支付). These services are critical to our platform. We rely on the convenience and ease of use that these service providers provide to our users. If the quality, utility, convenience or attractiveness of the services of these service providers decline for any reason, the attractiveness of our platform could be materially and adversely affected.

Business involving online payment services is subject to a number of risks that could materially and adversely affect third-party online payment service providers' ability to provide payment processing and escrow services to us, including:

- dissatisfaction with these online payment services or decreased use of their services by users and merchants;
- increasing competition, including from other established Chinese internet companies, payment service providers and companies engaged in other financial technology services;
- changes to rules or practices applicable to payment systems that link to third-party online payment service providers;
- breach of users' personal information and concerns over the use and security of information collected from buyers;

[Table of Contents](#)

- service outages, system failures or failures to effectively scale the system to handle large and growing transaction volumes;
- increasing costs to third-party online payment service providers, including fees charged by banks to process transactions through online payment channels, which would also increase our costs of revenues; and
- failure to manage funds accurately or loss of funds, whether due to employee fraud, security breaches, technical errors or otherwise.

In addition, certain commercial banks in China impose limits on the amounts that may be transferred by automated payment from customers' bank accounts to their linked accounts with third-party payment services. Although we believe the impact of these restrictions has not been and will not be significant in terms of the overall volume of payments processed on our platform, and automated payment services linked to bank accounts represent only one of many payment mechanisms that consumers may use to settle transactions, we cannot predict whether these and any additional restrictions that could be put in place would have a material adverse effect on our platform.

In addition, we cannot assure you that we will be successful to enter into and maintain amicable relationships with online payment service providers. Identifying, negotiating and maintaining relationships with these providers require significant time and resources. They could choose to terminate their relationships with us or propose terms that we cannot accept. In addition, these service providers may not perform as expected under our agreements with them, and we may have disagreements or disputes with such payment service providers, any of which could adversely affect our brand and reputation as well as our business operations.

We are subject to certain risks relating to third-party logistics services and our operation centers.

We and third-party merchants on our marketplaces rely on third-party logistics service providers to deliver pre-owned consumer electronics to our operation centers and from our operation centers to buyers. Since the products being shipped generally are high-value goods, reliable services from third-party logistics service providers are of great importance to us. The efficient operation of our business also depends on the timely delivery of pre-owned consumer electronics. However, third-party service providers may not be able to consistently provide timely and proper delivery of pre-owned consumer electronics. In the past, we experienced product damage and product loss incidences and had disputes with certain logistics service providers. We may continue to experience similar incidents or disputes in the future. In addition, logistics services could also be suspended and thereby interrupt the supply of pre-owned consumer electronics if unforeseen events that are beyond our control occur, such as inclement weather, natural disasters, health epidemics, transportation disruptions or labor unrest. For example, the shipment and delivery of pre-owned consumer electronics were negatively affected by COVID-19. In addition, if our third-party logistics service providers fail to comply with applicable rules and regulations in China, the delivery of pre-owned consumer electronics could be materially and adversely affected. We may not be able to find reliable alternative third-party logistics companies to provide delivery services in a timely manner, or at all. Delivery of pre-owned consumer electronics could also be affected or interrupted by the merger, acquisition, insolvency or shut-down of the delivery companies we engage to make deliveries, especially those local companies with relatively small business scales. If pre-owned consumer electronics are not delivered in proper conditions or on a timely basis, buyers may refuse to accept products purchased on our platform and lose confidence in our platform, and our business and reputation could suffer. Furthermore, delivery personnel of contracted third-party logistics service providers act on our behalf and directly interact with consumers or third-party merchants. We need to effectively manage these third-party logistics service providers to ensure the quality of customer services. We have in the past received user complaints from time to

time regarding our delivery and return and exchange services. Any failure to provide high-quality delivery services to consumers or third-party merchants may negatively impact their experience with us, damage our reputation and business operations.

As of December 31, 2020, we had six regional operation centers across Mainland China and one regional operation center in Hong Kong. A vast majority of pre-owned consumer electronics sold on our marketplaces are first shipped to our operation centers in different locations for inspection, grading and pricing before they are sold to buyers. In addition, our operation centers serve as warehouses for pre-owned consumer electronics before they are delivered to buyers. If any business interruptions or accidents, including health pandemics and fires, were to occur, causing damage to pre-owned consumer electronics or our operation centers, our ability to provide services such as inspection, grading and pricing services could be materially and adversely affected and the shipment of pre-owned consumer electronics could be delayed. For example, during the COVID-19 pandemic in early 2020, we had to temporarily shut down our seven regional operation centers. These operation centers gradually resumed operations starting from February 10, 2020. As of April 1, 2020, all of our operation centers resumed normal operation. We cannot assure you that operation interruptions or service suspensions would not occur in the future. Any interruption or suspension of operation could have a material adverse effect on our market reputation, business, financial condition and results of operations.

Our product delivery, return, exchange and warranty policies may materially and adversely affect our results of operations.

We have adopted shipping policies that do not necessarily pass the full cost of shipping on to consumers and third-party merchants. We also have adopted customer-friendly return and exchange policies that make it convenient and easy for consumers and third-party merchants to change their minds after completing purchases. In addition, pre-owned consumer electronics sold on our Paipai Selection flagship stores are also subject to a one-year warranty. We may also be required by law to adopt new or amend existing return and exchange or warranty policies from time to time. These policies improve customers' experience with us and promote customer loyalty, which in turn help us acquire and retain consumers and third-party merchants. However, these policies also subject us to additional costs and expenses which we may not recoup through increased revenue. Our ability to handle a large volume of returns is unproven. If our return and exchange policy is misused by a significant number of consumers and third-party merchants, our costs may increase significantly and our results of operations may be materially and adversely affected. If we revise these policies to reduce our costs and expenses, consumers and third-party merchants may be dissatisfied, which may result in loss of existing consumers and third-party merchants or failure to acquire new consumers and third-party merchants at a desirable pace, which may materially and adversely affect our results of operations. In addition, any negative publicity related to the quality of pre-owned consumer electronics sold on our marketplaces, with or without merits, could damage our brand image, decrease customer demand, and thus materially and adversely affect our business, operating results and financial condition.

We may be subject to product liability claims.

The pre-owned consumer electronics sold, either by third-party merchants or by us, on our online marketplaces may be defective. As a result, sales of such products could expose us to product liability claims relating to personal injury or property damage and may require product recalls or other actions. Third parties subject to such injury or damage may bring claims or legal proceedings against us as the seller of the product. Although we would have legal recourse against the manufacturer of such products under PRC law, attempting to enforce our rights against the manufacturer may be expensive, time-consuming and ultimately futile. In addition, we do not currently maintain any third-party liability

insurance or product liability insurance in relation to products we sell. As a result, any material product liability claim or litigation could have a material and adverse effect on our business, financial condition and results of operations. Even unsuccessful claims could result in the expenditure of funds and managerial efforts in defending them and could have a negative impact on our reputation.

If we fail to manage our inventory effectively, our results of operations, financial condition and liquidity may be materially and adversely affected.

We depend on our demand forecasts for various kinds of pre-owned consumer electronics to manage our inventory. Demand for pre-owned consumer electronics, however, can change significantly between the time inventory is ordered and the date by which they are sold. Demand may be affected by seasonality, new product launches, changes in product cycles and pricing, product defects, and changes in consumer spending patterns, among other factors, and consumers and third-party merchants may not order pre-owned consumer electronics in the quantities that we expect.

Our net inventories were RMB75.2 million as of December 31, 2018, RMB65.6 million as of December 31, 2019 and RMB177.0 million (US\$27.1 million) as of December 31, 2020. As we plan to continue expanding our product offerings, we expect to include more pre-owned consumer electronics and other types of pre-owned goods in our inventory, which will make it more challenging for us to manage our inventory effectively and will put more pressure on our warehousing system.

If we fail to manage our inventory effectively, we may be subject to a heightened risk of inventory obsolescence, a decline in inventory values, and significant inventory write-downs or write-offs. In addition, we may have to lower sale prices in order to reduce inventory level, which may lead to lower income from operations. High inventory levels may also require us to commit substantial capital resources, preventing us from using that capital for other important purposes. Any of the above may materially and adversely affect our results of operations and financial condition.

On the other hand, if we underestimate demand for certain pre-owned consumer electronics, or if we are unable to obtain sufficient amount of pre-owned consumer electronics in a timely manner, we may experience inventory shortages, which might result in missed sales, diminished brand loyalty and lost revenues, any of which could harm our business and reputation.

Our business, results of operations and reputation could be negatively affected by services provided by third-party cloud service providers.

We use third-party cloud service providers to provide us with cloud services to support our business operations. With the expansion of our business, we may be required to upgrade our technology and infrastructure or those of cloud service providers to keep up with the increasing traffic on our platform. If the services provided are unable to meet our demand, or are disrupted, restricted, curtailed or degraded in any way or become unavailable to us, our business may be materially and adversely affected. In addition, we cannot assure you that we will be able to maintain amicable relationships with our cloud service providers. Our cloud service providers could choose to terminate their relationships with us or propose terms that we cannot accept. If we have to engage other cloud service providers and have to migrate our business operation data to new service providers, we cannot guarantee a smooth transition. We may suffer from unexpected incidents in the transition such as data loss, service interruptions, or loss of certain functionalities. As a result, we may have to incur extra expenses to mitigate losses incurred due to these incidents, which could be substantial. Most importantly, we may experience business interruptions due to these unexpected incidents, which would adversely affect our business operations and could also materially and adversely our results of operations. Besides, we have no control over the costs of the services provided by cloud service providers. If the prices we pay for those services rise significantly, our results of operations may be materially and adversely affected.

Our results of operations may be subject to seasonal fluctuations.

We experience a moderate level of seasonality in our business primarily as a result of new product launches by consumer electronics manufacturers and promotional campaigns by e-commerce platforms in China. For example, we generally experience higher customer traffic and purchase orders during e-commerce platforms' special promotional campaigns on June 18 and November 11 each year. In addition, new product launches by major cell phone brands such as Apple each year also boost our customer traffic and purchase orders. All of these activities can affect our results for those quarters. Overall, the historical seasonality of our business has been relatively mild since we are in cooperation with multiple consumer electronics manufacturers which historically had product launches generally throughout a year. Our financial condition and results of operations for future periods may continue to fluctuate. As a result, the trading price of our ADSs may fluctuate from time to time due to seasonality.

Our operations outside China are subject to a variety of costs and legal, regulatory, political and economic risks.

International expansion is a significant component of our growth strategy and may require significant capital investment, which could strain our resources and adversely impact current performance, while adding complexity to our current operations. Our overseas operations are subject to the laws of the countries in which we operate. If any of our overseas operations, or our associates or agents, violate such laws, we could become subject to sanctions or other penalties, which could negatively affect our reputation, business and operating results.

In addition, we may face operational issues that could have a material adverse effect on our reputation, business and results of operations. These issues include, without limitation:

- difficulties in developing, staffing and simultaneously managing a foreign operation as a result of distance, language and cultural differences;
- challenges in formulating effective local sales and marketing strategies targeting users from various jurisdictions and cultures, who have a diverse range of preferences and demands;
- challenges in identifying appropriate local business partners and establishing and maintaining good working relationships with them;
- dependence on local platforms in marketing our products and services overseas;
- challenges in selecting suitable geographical regions for international business;
- longer customer payment cycles;
- currency exchange rate fluctuations;
- political or social unrest or economic instability;
- protectionist or national security policies that restrict our ability to invest in or acquire companies; develop, import or export certain technologies, such as the national AI initiative proposed by the United States government; or utilize technologies that are deemed by local governmental regulators to pose a threat to their national security;
- compliance with applicable foreign laws and regulations and unexpected changes in laws or regulations, including compliance with privacy laws and data security laws, including the European Union General Data Protection Regulation, or GDPR, and compliance costs across different legal systems;
- differing, complex and potentially adverse customs, import/export laws, tax rules and regulations or other trade barriers or restrictions which may be applicable to transactions conducted through our international and cross-border platform, related compliance obligations and consequences of non-compliance, and any new developments in these areas; and

[Table of Contents](#)

- increased costs associated with doing business in foreign jurisdictions.

One or more of these factors could harm our overseas operations and consequently, could harm our overall results of operations.

If we determine our goodwill and other intangible assets to be impaired, our results of operations and financial condition may be adversely affected.

We conducted several acquisition transactions, including the acquisition of Paipai Marketplace from JD Group in June 2019. As a result of these transactions, we recognized goodwill and intangible assets (other than goodwill) of RMB19.0 million as of December 31, 2018, RMB3,486.4 million as of December 31, 2019 and RMB3,171.3 million (US\$486.0 million) as of December 31, 2020. The value of goodwill and other intangible assets arising from the transactions we conducted is based on forecasts, which are in turn based on a number of assumptions. In particular, we have assumed the brand name “拍拍” owned by JD Group which has an economic life of ten years. If any of these assumptions does not materialize, or if the performance of our business is not consistent with such assumptions, we may have to write off a significant amount of our goodwill and intangible assets and record an impairment loss, which could in turn adversely affect our results of operations.

We will determine whether goodwill and certain intangible assets are impaired at least on an annual basis and there are inherent uncertainties relating to these factors and to our management’s judgment in applying these factors to the impairment assessment. We could be required to evaluate the impairment prior to the annual assessment if there are any impairment indicators, including disruptions to the operations of acquired companies, unexpected significant declines in operating results or a decline in our market capitalization, any of which could be caused by a failure to successfully operate acquired companies.

We may also suffer impairment loss if the performance of acquired companies is within the management’s expectation, but does not align with market. If we record an impairment loss as a result of these or other factors, our results of operations and financial condition may be adversely affected. In addition, impairment loss could also negatively affect our financial ratios, limit our ability to obtain financing and adversely affect our financial position. Any potential change in the amortization period of intangible assets could also increase the amortization expenses charged to our profit or loss following our regular assessment, which could in turn adversely affect our results of operations.

If we are unable to conduct our marketing activities cost-effectively, our results of operations and financial condition may be materially and adversely affected.

We have incurred significant expenses on a variety of different marketing and brand promotion efforts designed to expand our customer base, increase the transaction volume on our platform and enhance our brand recognition. For example, we entered into cooperation with top live streaming platforms to promote our platform and sell pre-owned consumer electronics. We have also placed a substantial amount of advertisements on JD Group’s platform. Our brand promotion and marketing activities may not be well received by consumers or third-party merchants and may not realize the levels of effectiveness that we anticipate. We incurred selling and marketing expenses of RMB237.6 million in 2018, RMB566.8 million in 2019 and RMB740.5 million (US\$113.5 million) in 2020. These selling and marketing expenses include amortization of intangible assets, which primarily represents amortization of the business cooperation agreement, non-compete commitment, and brand names arising from the acquisition of Paipai Marketplace. Amortization of intangible assets amounted to RMB23.7 million in 2018, RMB193.2 million in 2019 and RMB308.8 million in 2020. Marketing approaches and tools in the pre-owned consumer electronics transactions and services market in China are evolving. This further requires us to enhance our marketing approaches and experiment with

new marketing methods to keep pace with industry developments and customer preferences. Failure to refine our existing marketing approaches or to introduce new marketing approaches in a cost-effective manner could reduce our market share, cause our net revenues to decline and negatively impact our profitability.

Our success depends on the continuing and collaborative efforts of our management team, and our business may be severely disrupted if we lose their services.

Our success heavily depends upon the continued services of our management. In particular, we rely on the expertise and experience of Mr. Kerry Xuefeng Chen, our chairman and chief executive officer, and other executive officers. If one or more of our senior management were unable or unwilling to continue in their present positions, we might not be able to replace them easily or at all, and our business, financial condition and results of operations may be materially and adversely affected. If any of our senior management joins a competitor or forms a competing business, we may lose consumers, third-party merchants, suppliers, know-how and key professionals and staff members. Our senior management has entered into employment agreements and confidentiality and non-competition agreements with us. However, if any dispute arises between our officers and us, we may have to incur substantial costs and expenses in order to enforce such agreements in China or we may be unable to enforce them at all. In addition, we do not have key-man insurance for any of our executive officers or other key personnel. Events or activities attributed to our executive officers or other key personnel, and related publicity, whether or not justified, may affect their ability or willingness to continue to serve our company or dedicate their full time and efforts to our company and negatively affect our brand and reputation, resulting in an adverse effect on our business, operating results and financial condition.

If we are unable to recruit, train and retain qualified personnel or sufficient workforce while controlling our labor costs, our business may be materially and adversely affected.

We intend to hire additional qualified employees to support our business operations and planned expansion. Our future success depends, to a significant extent, on our ability to recruit, train and retain qualified personnel, particularly technical, marketing and other operational personnel with experience in the pre-owned consumer electronics transactions and services industry. Our experienced mid-level managers are instrumental in implementing our business strategies, executing our business plans and supporting our business operations and growth. The effective operation of our managerial and operating systems, operation centers, customer service center and other back office functions also depends on the hard work and quality performance of our management and employees. Since our industry is characterized by high demand and intense competition for talent and labor, we can provide no assurance that we will be able to attract or retain qualified staff or other highly skilled employees that we will need to achieve our strategic objectives. Labor costs in China have increased with China's economic development, particularly in the large cities where we have business operations. As we have a large AHS store network we are more vulnerable to labor costs increases than that of many of our competitors, which may put us at a competitive disadvantage. If the compensation package offered by us is not competitive in the market, we may not be able to provide sufficient incentives to or maintain stable and dedicated operational staffs and other labor support. Any failure to address these risks and uncertainties could materially and adversely affect our results of operations and financial performance. In addition, our ability to train and integrate new employees into our operations may also be limited and may not meet the demand for our business growth on a timely fashion, or at all, and rapid expansion may impair our ability to maintain our corporate culture.

Failure to obtain certain filings, approvals, licenses, permits and certificates required for our business operations may materially and adversely affect our business, financial condition and results of operations.

In accordance with the relevant PRC laws and regulations, we are required to maintain various approvals, licenses, permits and filings to operate our business, including but not limited to business license, electronic data interchange license, commercial franchise filing, and those with respect to environment protection and fire safety inspection. The obtaining of these approvals, licenses, permits and filings are subject to satisfactory compliance with, among other things, the applicable laws and regulations.

As advised by our PRC counsel, Han Kun Law Offices, electronic data interchange license, i.e., VATS License for online data processing and transaction processing business, is required for the operation of our PJT Marketplace and Paipai Marketplace. Pursuant to *the Telecommunications Regulations of the PRC* and *the Administrative Measures for the Licensing of Telecommunications Business*, failure to obtain electronic data interchange license will result in administrative penalties including confiscation of illegal income, a fine up to five times of the illegal income or RMB1 million if there's no illegal income, and business suspension in certain serious circumstances. As of the date of this prospectus, we are in the process of obtaining such license from relevant government authority.

We have not obtained business operation license for a large number of self-operated offline AHS stores. As of December 31, 2020, there were a total of 111 self-operated offline AHS stores for which we had not obtained business operation license. Pursuant to *the Administrative Regulations of the PRC on Company Registration* and *the Measures for the Investigation and Punishment of Unpermitted and Unlicensed Business Operations*, failure to obtain business operation license for each self-operated offline AHS store will result in a fine up to RMB10,000. We are currently in the process of obtaining business license and completing relevant filings.

Our collaboration with AHS store partners to jointly operate offline AHS stores is subject to relevant PRC regulations governing franchise business. As advised by our PRC counsel, PRC laws and regulations require a franchiser to make franchise filing with relevant governmental authorities after entering into the first franchising agreement, and to further update such filing within 30 days after any change occurs to the filed information including those regarding the distribution of stores of all franchisees across Mainland China. Failure to do so would subject such franchiser to relevant governmental authority's order for the completion of such filings within a prescribed period of time and a fine up to RMB50,000. If such filings are not completed within the prescribed period of time, a fine up to RMB100,000 would be imposed and an announcement shall be made accordingly. As of the date of this prospectus, we have made the initial franchise filing but have not updated such filing to reflect a substantial number of jointly-operated offline AHS stores, and we are still in the process of rectifying such non-compliance.

In addition, as of the date of this prospectus, we have not filed environmental impact registration forms with relevant governmental authorities for our operation centers in Mainland China, nor have we obtained the certificate for fire control inspection for certain of these operation centers. As a result, each of these operation centers may be subject to a fine up to RMB50,000 for failure to file environmental impact registration forms, and a fine up to RMB300,000 or even suspension of business for failure to complete fire control inspection procedures. We are taking rectification measures now, but we cannot assure you that such non-compliance can be rectified in a timely manner.

Furthermore, uncertainties exist with respect to the interpretation of relevant legal requirements regarding certain licenses and permits. In practice, relevant government authorities may take the view that certain license is not required for operating our business though there may be different

interpretations with respect to the licensing requirements. We cannot assure you that relevant government authorities' interpretation on such licensing requirements will remain the same in the future. If we are required to obtain relevant licenses, we will have to obtain those licenses in a timely manner. In addition, government authorities may impose additional licenses or permits or provides more strict supervision requirements in the future. There is no guarantee that we would be able to obtain such licenses or permits or meet all the supervision requirements in a timely manner, or at all.

Our leased property interest may be defective and such defects may negatively affect our right to such leases.

We currently lease several premises in China. Ownership certificates or other similar proof of certain leased properties have not been provided to us by the relevant lessors. Therefore, we cannot assure you that such lessors are entitled to lease the relevant real properties to us. It is also likely that the construction of such leased properties was illegal and such properties may be ordered by relevant government authorities to be demolished. In addition, a lessor may have failed to lease a property to us in accordance with the intended use specified on the land use right certificate. As a result, we may not be able to continue to use such leased properties and have to relocate to other premises. We cannot assure you that suitable alternative locations are readily available on commercially reasonable terms, or at all, and if we are unable to relocate our operations in a timely manner, our operations may be adversely affected.

In addition, under the PRC laws and regulations, all lease agreements are required to be registered with the local land and real estate administration bureau. The lease agreements for some of our leased properties in China have not been registered with the relevant PRC government authorities. Although failure to do so does not in itself invalidate the leases, we may be subject to fines if we fail to rectify such non-compliance within the prescribed time frame after receiving notice from the relevant PRC government authorities. The penalty ranges from RMB1,000 to RMB10,000 for each unregistered lease, at the discretion of the relevant authority. In the event that any fine is imposed on us for our failure to register our lease agreements, we may not be able to recover such losses from the lessors.

Strategic acquisition of and investments in businesses and assets, and the subsequent integration of newly acquired businesses into our own, create significant challenges that may have a material adverse effect on our business, reputation, results of operations and financial condition.

To further expand our business and strengthen our market-leading position, we may tap into new market opportunities or enter into new markets by forming strategic alliances or making strategic investments and acquisitions. For example, we acquired an online consumer marketplace for pre-owned products, Paipai, from JD Group in 2019. The addition of Paipai has expanded our business to cover consumer online marketplace business, significantly increased our customer traffic, generated synergies to our existing businesses and strengthened our market position in the pre-owned consumer electronics transactions and services market. If we are presented with appropriate opportunities in the future, we may acquire or invest in additional businesses or assets that are complementary to our business. For example, we plan to leverage our technology and service offerings to collaborate with international device resellers and may pursue international strategic initiatives through mergers, acquisitions and joint ventures outside of China. However, strategic acquisitions and the subsequent integration of new businesses and assets into our own would require significant 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 business operations. In addition, acquisitions could result in potential dilutive issuances of equity securities, use of substantial amounts of cash, significant increase of our interest expense, leverage and debt service requirements if we incur additional debt to pay for an acquisition or investment and exposure to potential ongoing financial obligations and unforeseen or

hidden liabilities of the acquired businesses. The cost and duration of, and difficulties in, integrating newly acquired businesses and managing a larger overall business could also materially exceed our expectations. After devoting significant resources to potential acquisitions, the transactions may not be closed successfully due to strengthened anti-monopoly enforcement in China. Moreover, we may not be able to achieve our intended strategic synergies and may record substantial impairment charges to goodwill, if we fail to successfully integrate the newly acquired businesses or manage a larger business. Our equity investees may generate significant losses, a portion of which will be shared by us in accordance with U.S. GAAP. In addition, we may incur impairment losses if the financial or operating results of those investees fail to meet the expectations. In connection with acquisitions, joint ventures or strategic investments outside China, we may from time to time, in some instances enter into foreign currency contracts or other derivative instruments to hedge some or all of the foreign currency fluctuation risks, which subjects us to the risks associated with such derivative contracts and instruments. No assurance can be given that our acquisitions, joint ventures and other strategic investments will be successful and any negative developments in connection with our acquisitions or strategic investment could have a material adverse effect on our business, reputation, results of operations and financial condition.

Any failure or perceived failure by us to comply with anti-monopoly laws and regulations may result in governmental investigations or enforcement actions, litigation or claims against us and could have an adverse effect on our business, financial condition and results of operations.

We have historically invested in or acquired certain assets or equity interests in other companies. We have also been invested by certain investors and entered into business cooperation with certain investor. In the future, we may continue to conduct acquisitions or investment transactions. By conducting these transactions, we are subject to risks related to compliance with relevant anti-monopoly laws and regulations. The PRC anti-monopoly enforcement agencies have in recent years strengthened enforcement under the PRC Anti-monopoly Law. In March 2018, the SAMR was formed as a new governmental agency to take over, among other things, the anti-monopoly enforcement functions from the relevant departments under the MOFCOM, the NDRC and the SAIC, respectively. Since its inception, the SAMR has continued to strengthen anti-monopoly enforcement. On December 28, 2018, the SAMR issued the Notice on Anti-monopoly Enforcement Authorization, which grants authorities to its province-level branches to conduct anti-monopoly enforcement within their respective jurisdictions. On September 11, 2020, the SAMR issued Anti-monopoly Compliance Guideline for Operators, which requires, under the PRC Anti-monopoly Law, operators to establish anti-monopoly compliance management systems to prevent anti-monopoly compliance risks. On February 7, 2021, the Anti-monopoly Commission of the State Council officially promulgated the Anti-Monopoly Guidelines for Platform Economy. Pursuant to an official interpretation from the Anti-monopoly Commission of the State Council, the Anti-Monopoly Guidelines for Platform Economy mainly covers five aspects, including general provisions, monopoly agreements, abusing market dominance, concentration of undertakings, and abusing of administrative powers eliminating or restricting competition. The Anti-Monopoly Guidelines for Platform Economy prohibits certain monopolistic acts of internet platforms so as to protect market competition and safeguard interests of users and undertakings participating in internet platform economy, including without limitation, prohibiting platforms with dominant position from abusing their market dominance (such as discriminating customers in terms of pricing and other transactional conditions using big data and analytics, coercing counterparties into exclusivity arrangements, using technology means to block competitors' interface, favorable positioning in search results of goods displays, using bundle services to sell services or products, compulsory collection of unnecessary user data). In addition, the Anti-Monopoly Guidelines for Platform Economy also reinforces antitrust merger review for internet platform related transactions to safeguard market competition. As the Anti-Monopoly Guidelines for Platform Economy was newly promulgated, we are uncertain to estimate its specific impact on our business, financial condition,

results of operations and prospects. There are also uncertainties with respect to the interpretation of relevant anti-monopoly laws and regulations. Certain transactions may not trigger reporting requirements prima facie but turn out to be subject to relevant reporting obligations. Enforcement agencies also have a wide discretion in their enforcement actions. Not only ongoing transactions, but also historical transactions are subject to their enforcement review. We cannot assure you that we will not be subject to any enforcement actions in our future acquisition transactions, nor can we guarantee that our historical acquisition transactions or our shareholders' investments in our company are in full compliance with relevant anti-monopoly laws and regulations in all respects. If any non-compliance is raised by relevant authorities and determined against us or our counterparties in relevant transactions, we may be subject to fines and other penalties and, in extreme cases, completed historical transactions may have to be rescinded so as to return to the pre-transaction status, which could have a material and adverse effect on our business, financial condition and results of operations.

Any breaches to our security measures, including unauthorized access, computer viruses and "hacking" may adversely affect our database and reduce use of our services and damage our reputation and brand names.

We process and store data during our ordinary course of business, which makes us or third-party service providers who host our servers targets and potentially vulnerable to cyber-attacks, computer viruses, physical or electronic break-ins, or similar disruptions. Breaches to our security measures, including computer viruses and hacking, may result in significant damage to our hardware and software systems and database, disruptions to our business activities, inadvertent disclosure of confidential or sensitive information, interruptions in access to our platform, and other material adverse effects on our operations, during the transfer of data or at any time, and result in persons obtaining unauthorized access to our systems and data. Our systems may be subject to infiltration as a result of third-party action, employee error, malfeasance or otherwise. While we have taken steps to protect the confidential information that we have access to, techniques used to sabotage or obtain unauthorized access to systems change frequently and generally are not recognized until they are launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures. Any accidental or willful security breaches or other unauthorized access to our platform could cause confidential customer and investor information to be stolen and used for criminal purposes. Security breaches or unauthorized access to confidential information could also expose us to liability related to the loss of the information, time-consuming and expensive litigation and negative publicity. If security measures are breached because of any third-party action, employee error, malfeasance or otherwise, or if design flaws in our technology infrastructure are exposed and exploited, our relationships with customers and investors could be severely damaged, we could incur significant liability and our business and operations could be adversely affected.

The proper functioning of our technology platform is essential to our business. Any failure to maintain the satisfactory performance of our websites, mobile apps and systems could materially and adversely affect our business and reputation.

The satisfactory performance, reliability and availability of our technology platform are critical to our success and our ability to attract and retain consumers and third-party merchants and provide quality customer service. Almost all of the sales of pre-owned consumer electronics are made through our online marketplaces. The operations of offline AHS stores also rely on our proprietary business management systems and other technology systems. Any system interruptions caused by telecommunications failures, computer viruses, hacking or other attempts to harm our systems that result in the unavailability or slowdown of our mobile apps and websites or reduced order fulfillment performance could reduce the volume of products sold and the attractiveness of product offerings on our mobile apps and websites. Our servers may also be vulnerable to computer viruses, physical or electronic break-ins and similar disruptions, which could lead to system interruptions, website

slowdown or unavailability, delays or errors in transaction processing, loss of data or the inability to accept and fulfill customer orders. Security breaches, computer viruses and hacking attacks have become more prevalent in our industry. Because of our brand recognition in the pre-owned consumer electronics transactions and services industry in China, we believe we are a particularly attractive target for such attacks. We have experienced in the past, and may experience in the future, such attacks and unexpected interruptions. We can provide no assurance that our current security mechanisms will be sufficient to protect our IT systems from any third-party intrusions, viruses or hacker attacks, information or data theft or other similar activities. Any such future occurrences could reduce customer satisfaction, damage our reputation and result in a material decrease in our revenue.

Additionally, we must continue to upgrade and improve our technology platform to support our business growth, and failure to do so could impede our growth. However, we cannot assure you that we will be successful in executing these system upgrades and improvement strategies or when the execution of these system upgrades and improvement strategies will be effective. In particular, our systems may experience interruptions during upgrades, and the new technologies or infrastructures may not be fully integrated with the existing systems on a timely basis, or at all. If our existing or future technology platform does not function properly, it could cause system disruptions and slow response times, affecting data transmission, which in turn could materially and adversely affect our business, financial condition and results of operations.

Our business is dependent on the performance of the internet and mobile internet infrastructure and telecommunications networks in China, which may not be able to support the demands associated with our growth.

Our business operations are heavily dependent on the performance and reliability of China's internet infrastructure, the continual accessibility of bandwidth and servers to our service providers' networks, and the continuing performance, reliability and availability of our technology platform. We use the internet to deliver services to consumers and third-party merchants, who access our websites and mobile apps on the internet. We rely on major Chinese telecommunication companies to provide us with bandwidth for our services, and we may not have any access to comparable alternative networks or services in the event of disruptions, failures or other problems. Internet access may not be available in certain areas due to national disasters, such as earthquakes, or local government decisions. Surges in internet traffic on our platform, regardless of the cause, may seriously disrupt services we provide through our platform and in-store or cause our technology systems and our platform to shut down. If we experience technical problems in delivering our services over the internet either at national or regional level or system shut downs, we could experience reduced demand for our services, lower revenues and increased costs. Consequently, our business, results of operations and financial condition would be adversely affected.

Customer growth and activity on mobile devices depends upon effective use of mobile operating systems, networks and standards that we do not control.

In addition to our websites, consumers and third-party merchants can also access to our services through our mobile apps. Although transactions conducted on our mobile apps historically did not account for a significant portion of the total transactions on our marketplaces, our future growth and our results of operations could suffer if we experience difficulties in integrating our mobile apps into mobile devices or if problems arise with our relationships with providers of mobile operating systems or mobile app download stores, if our apps receive unfavorable treatment compared to competing apps on the download stores, or if we face increased costs to distribute or have consumers or third-party merchants use our mobile apps. We are further dependent on the interoperability of our mobile apps with popular mobile operating systems that we do not control, such as iOS and Android, and any changes in such systems that degrade the functionality of our sites or give preferential treatment to competitive products

could adversely affect the usage of our sites on mobile devices. In the event that it is more difficult for consumers or third-party merchants to access and use our sites on their mobile devices, or if consumers or third-party merchants choose not to access or to use our sites on their mobile devices or to use mobile products that do not offer access to our sites, our customer growth could be harmed and our business, financial condition and operating results may be adversely affected.

We have granted, and may continue to grant, options and other types of awards under our Share Incentive Plan, which may result in increased share-based compensation expenses.

We adopted the Amended and Restated Share Incentive Plan in March 2016, which, together with five subsequent amendments, are referred to as the 2016 Plan, for the purpose of granting share-based compensation awards to attract, motivate, retain and reward certain directors, officers, employees and other eligible persons and to further link the interests of award recipients with those of our shareholders. The maximum aggregate number of ordinary shares which may be issued pursuant to all awards under the 2016 Plan is 21,920,964 ordinary shares. As of the date of this prospectus, we have granted options to purchase 28,464,273 ordinary shares, among which options to purchase a total of 19,728,141 ordinary shares are outstanding. We have also adopted the 2021 share incentive plan, or the 2021 Plan, in April 2021. The maximum aggregate number of ordinary shares that may be issued under the 2021 Plan is 6,175,189. As of the date of this prospectus, 2,964,091 restricted share units have been granted and outstanding under the 2021 Plan.

Upon completion of this offering, options granted under the 2016 Plan that are vested will become exercisable. Therefore, we expect to record an amount of cumulative share-based compensation expense upon the completion of this offering. Were this offering completed on December 31, 2020, we would have recognized share-based compensation expense of RMB91.8 million (US\$14.1 million) for those options which had been vested as of December 31, 2020. Restricted share units granted under the 2021 Plan and any additional awards that may be granted in the future will also have an impact on our results of operations in the future. We believe the granting of share-based compensation is of significant importance to our ability to attract and retain key personnel and employees, and we will continue to grant share-based compensation to employees in the future. As a result, our expenses associated with share-based compensation may increase, which may have an adverse effect on our results of operations. In addition, the issuance of additional equity upon the exercise of options or other types of awards would result in further dilution to our shareholders.

We may not be able to prevent others from unauthorized use of our intellectual property, which could harm our business and competitive position.

We regard our trademarks, copyrights, patents, domain names, know-how, proprietary technologies, and similar intellectual property as critical to our success, and we rely on a combination of intellectual property laws and contractual arrangements, including confidentiality, invention assignment and non-compete agreements with our employees and others, to protect our proprietary rights. Despite these measures, any of our intellectual property rights could be challenged, invalidated, circumvented or misappropriated, or such intellectual property may not be sufficient to provide us with competitive advantages. In addition, there can be no assurance that our patent applications will be approved, that any issued patents will adequately protect our intellectual property, or that such patents will not be challenged by third parties or found by a judicial authority to be invalid or unenforceable. Further, because of the rapid pace of technological change in our industry, parts of our business rely on technologies developed or licensed by third parties, and we may not be able to obtain or continue to obtain licenses and technologies from these third parties at all or on reasonable terms.

It is often difficult to register, maintain and enforce intellectual property rights in China. Statutory laws and regulations are subject to judicial interpretation and enforcement and may not be applied

[Table of Contents](#)

consistently due to the lack of clear guidance on statutory interpretation. Confidentiality, invention assignment and non-compete agreements may be breached by counterparties, and there may not be adequate remedies available to us for any such breach. Accordingly, we may not be able to effectively protect our intellectual property rights or to enforce our contractual rights in China. Policing any unauthorized use of our intellectual property is difficult and costly and the steps we take may be inadequate to prevent the infringement or misappropriation of our intellectual property. In the event that we resort to litigation to enforce our intellectual property rights, such litigation could result in substantial costs and a diversion of our managerial and financial resources, and could put our intellectual property at risk of being invalidated or narrowed in scope. We can provide no assurance that we will prevail in such litigation, and even if we do prevail, we may not obtain a meaningful recovery. In addition, our trade secrets may be leaked or otherwise become available to, or be independently discovered by, our competitors. Any failure in maintaining, protecting or enforcing our intellectual property rights could have a material adverse effect on our business, financial condition and results of operations.

We may be subject to intellectual property infringement claims, which may be expensive to defend and may disrupt our business and operations.

We cannot be certain that our operations or any aspects of our business do not or will not infringe upon or otherwise violate patents, copyrights or other intellectual property rights held by third parties. We may in the future be subject to legal proceedings and claims relating to the intellectual property rights of others. In addition, there may be other third-party intellectual property that is infringed by products or services offered by us or by third-party merchants on our marketplaces, or other aspects of our business. There could also be existing patents of which we are not aware that our products or other aspects of our business may inadvertently infringe. We cannot assure you that holders of patents purportedly relating to some aspect of our technology platform or business, if any such holders exist, would not seek to enforce such patents against us in China, the United States or any other jurisdictions. Further, the application and interpretation of China's patent laws and the procedures and standards for granting patents in China are still evolving and are uncertain, and we cannot assure you that PRC courts or regulatory authorities would agree with our analysis. If we are found to have violated the intellectual property rights of others, we may be subject to liability for our infringement activities or may be prohibited from using such intellectual property, and we may incur licensing fees or be forced to develop alternatives of our own. In addition, we may incur significant expenses, and may be forced to divert management's attention and other resources from our business and operations to defend against these third-party infringement claims, regardless of their merits. Successful infringement or licensing claims made against us may result in significant monetary liabilities and may materially disrupt our business and operations by restricting or prohibiting our use of the intellectual property in question. Moreover, we use open source software in connection with our products and services. Companies that incorporate open source software into their products and services have, from time to time, faced claims challenging the ownership of open source software and compliance with open source license terms. As a result, we could be subject to suits by parties claiming ownership of what we believe to be open source software or noncompliance with open source licensing terms. Some open source software licenses require users who distribute open source software as part of their software to publicly disclose all or part of the source code to such software and make available any derivative works of the open source code on unfavorable terms or at no cost. Any requirement to disclose our source code or pay damages for breach of contract could be harmful to our business, results of operations and financial condition.

If we fail to develop and maintain an effective system of internal control over financial reporting, we may be unable to accurately report our financial results or prevent fraud.

Prior to this offering, we have been a private company with limited accounting personnel and other resources with which to address our internal control over financial reporting. In connection with

[Table of Contents](#)

the audit of our consolidated financial statements as of and for the fiscal year ended December 31, 2018, 2019 and 2020, we and our independent registered public accounting firm identified one material weakness in our internal control over financial reporting. As defined in the standards established by the U.S. Public Company Accounting Oversight Board, or PCAOB, a "material weakness" is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis.

The material weakness identified is our company's lack of sufficient skilled staff with U.S. GAAP knowledge for the purpose of financial reporting, and lack of formal accounting policies, and procedures manual to ensure proper financial reporting to comply with U.S. GAAP and SEC requirement. The material weakness, if not remediated timely, may lead to material misstatements in our consolidated financial statements in the future. Neither we nor our independent registered public accounting firm undertook a comprehensive assessment of our internal control for purposes of identifying and reporting material weaknesses and other control deficiencies in our internal control over financial reporting. Had we performed a formal assessment of our internal control over financial reporting or had our independent registered public accounting firm performed an audit of our internal control over financial reporting, additional deficiencies may have been identified.

Following the identification of the material weakness, we have taken measures and plan to continue to take measures to remediate these deficiencies. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Internal Control Over Financial Reporting." However, the implementation of these measures may not fully address these deficiencies in our internal control over financial reporting, and we cannot conclude that they have been fully remediated. Our failure to correct these deficiencies or our failure to discover and address any other deficiencies could result in inaccuracies in our financial statements and impair our ability to comply with applicable financial reporting requirements and related regulatory filings on a timely basis. Moreover, ineffective internal control over financial reporting could significantly hinder our ability to prevent fraud.

Upon the completion of this offering, we will be subject to the Sarbanes-Oxley Act of 2002. Section 404 of the Sarbanes-Oxley Act, or Section 404, requires that we include a report from management on the effectiveness of our internal control over financial reporting in our annual report on Form 20-F beginning with our annual report in our second annual report on Form 20-F after becoming a public company. In addition, our independent registered public accounting firm must attest to and report on the effectiveness of our internal control over financial reporting after we become not qualified as an emerging growth company. 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 an adverse report 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. In addition, once we have become a public company, our reporting obligations may place a significant strain on our management, operational and financial resources and systems for the foreseeable future. We may be unable to timely complete our evaluation testing and any required remediation.

During the course of documenting and testing our internal control procedures, in order to satisfy the requirements of Section 404, we may identify other weaknesses and deficiencies in our internal control over financial reporting. If we fail to maintain the adequacy of our internal control over financial reporting, as these standards are modified, supplemented or amended from time to time, we may not be able to conclude on an ongoing basis that we have effective internal control over financial reporting in accordance with Section 404. Generally speaking, if we fail to achieve and maintain an effective internal control environment, it could result in material misstatements in our financial statements and

could also impair our ability to comply with applicable financial reporting requirements and related regulatory filings on a timely basis. As a result, our businesses, financial condition, results of operations and prospects, as well as the trading price of the ADSs, may be materially and adversely affected. Additionally, ineffective internal control over financial reporting could expose us to increased risk of fraud or misuse of corporate assets and subject us to potential delisting from the stock exchange on which we list, regulatory investigations and civil or criminal sanctions. We may also be required to restate our financial statements from prior periods.

We have limited insurance coverage, which could expose us to significant costs and business disruption.

We provide social security insurance including pension insurance, unemployment insurance, work-related injury insurance, maternity insurance and medical insurance for our employees. However, insurance companies in China currently offer limited business-related insurance products. Consistent with customary industry practice in China, we do not maintain business interruption or product transportation insurance, nor do we maintain key-man insurance. We cannot assure you that our insurance coverage is sufficient to prevent us from any loss or that we will be able to successfully claim our losses under our current insurance policy on a timely basis, or at all. If we incur any loss that is not covered by our insurance policies, or the compensated amount is significantly less than our actual loss, our business, financial condition and results of operations could be materially and adversely affected.

We may, from time to time, be subject to legal proceedings or administrative penalties during the course of our business operations.

We may be subject to legal proceedings or administrative penalties from time to time in the ordinary course of our business, which could have a material adverse effect on our business, results of operations and financial condition. Claims arising out of actual or alleged violations of law could be asserted against us by consumers and businesses that utilize our services, by competitors, or by governmental entities in civil or criminal investigations and proceedings or by other entities. These claims could be asserted under a variety of laws, including but not limited to those related to product liability, consumer protection, intellectual property, unfair competition, privacy, labor and employment, securities, real estate, tort, contract, property and employee benefit. We may continue to be involved in various legal or administrative proceedings and there is no guarantee that we will be successful in defending ourselves in legal and administrative actions or in asserting our rights under various laws. Even if we are successful in our attempt to defend ourselves in legal and administrative actions or to assert our rights under various laws, enforcing our rights against the various parties involved may be expensive, time-consuming and ultimately futile. These actions could expose us to negative publicity and to substantial monetary damages and legal defense costs, injunctive relief and criminal and civil fines and penalties, including but not limited to suspension or revocation of licenses to conduct business.

Changes in U.S. and international trade policies, particularly with regard to China, may adversely impact our business and operating results.

The U.S. government has recently made statements and taken certain actions that may lead to potential changes to U.S. and international trade policies, including recently-imposed tariffs affecting certain products manufactured in China. It is unknown whether and to what extent new tariffs (or other new laws or regulations) will be adopted, or the effect that any such actions would have on us or our industry and users. Although cross-border business may not be an area of our focus, if we plan to operate internationally in the future, any unfavorable government policies on international trade, such as capital controls or tariffs, may affect the demand for our products and services, impact the competitive position of our products or prevent us from being able to sell products in certain countries.

[Table of Contents](#)

If any new tariffs, legislation and/or regulations are implemented, or if existing trade agreements are renegotiated or, in particular, if the U.S. government takes retaliatory trade actions due to the recent U.S.-China trade tension, such changes could have an adverse effect on our business, financial condition, results of operations.

We may need additional capital, and financing may not be available on terms acceptable to us, or at all.

We believe that our current cash and cash equivalents and anticipated cash flow from operations will be sufficient to meet our anticipated cash needs for the next 12 months. We may, however, require additional capital to pursue our business objectives and respond to business opportunities, challenges or unforeseen circumstances, including to improve our brand awareness, build and maintain our offline network, develop new products or services or further improve existing products and services, and acquire complementary businesses and technologies. If our existing resources are insufficient to satisfy our cash requirements, we may seek to obtain a credit facility or sell additional equity or debt securities. The sale of additional equity securities could result in dilution of our existing shareholders. The incurrence of indebtedness would result in increased debt service obligations and could result in operating and financing covenants that would restrict our operations. It is uncertain whether financing will be available in amounts or on terms acceptable to us, if at all.

Our ability to retain our existing financial resources and obtain additional financing on acceptable terms is subject to a variety of uncertainties, including but not limited to:

- economic, political and other conditions in China or other jurisdictions where we plan to raise funds in;
- PRC governmental policies relating to bank loans and other credit facilities;
- PRC governmental regulations of foreign investment and the automobile industry in China;
- conditions of capital markets in which we may seek to raise funds; and
- our future results of operations, financial condition and cash flows.

If we are unable to obtain adequate financing or financing on satisfactory terms, our ability to continue to pursue our business objectives and to respond to business opportunities, challenges or unforeseen circumstances could be significantly limited, and our business, results of operations, financial condition and prospects could be adversely affected.

We face risks related to natural disasters, health epidemics and other outbreaks, such as the outbreak of COVID-19, which could significantly disrupt our operations.

Our business could be adversely affected by the effects of epidemics, including COVID-19, avian influenza, severe acute respiratory syndrome (SARS), influenza A (H1N1), Ebola or another epidemic. Any such occurrences could cause severe disruption to our daily operations, including our fulfillment infrastructure and our customer service centers, and may even require a temporary closure of our facilities. In recent years, there have been outbreaks of epidemics in China and globally. For example, in early 2020, in response to intensifying efforts to contain the spread of COVID-19, the Chinese government took a number of actions, which included extending the Chinese New Year holiday, quarantining individuals infected with or suspected of having COVID-19, prohibiting residents from free travel, encouraging employees of enterprises to work remotely from home and cancelling public activities, among others. The COVID-19 has also resulted in temporary closure of many corporate offices, retail stores, manufacturing facilities and factories across China. We have taken a series of measures in response to the outbreak, including, among others, remote working arrangements for

some of our employees and temporarily allowing the government to utilize our fulfillment infrastructure and logistics services for crisis relief. These measures could reduce the capacity and efficiency of our operations and negatively impact the procurement of products, which in turn could negatively affect our results of operations. The extent to which COVID-19 impacts our results of operations will depend on the future developments of the outbreak, including new information concerning the global severity of and actions taken to contain the outbreak, which are highly uncertain and unpredictable. In addition, our results of operations could be adversely affected to the extent that the outbreak harms the Chinese economy in general. To the extent the COVID-19 pandemic adversely affects our business and financial results, it may also have the effect of heightening many of the other risks described in this annual report, such as those relating to our level of indebtedness, our need to generate sufficient cash flows to service our indebtedness and our ability to comply with the covenants contained in the agreements that govern our indebtedness.

We are also vulnerable to natural disasters and other calamities. If any such disaster were to occur in the future affecting the places where we have major operations in China, our operations could be materially and adversely affected due to loss of personnel and damages to property, including our inventory and our technology systems. Our operation could also be severely disrupted if our suppliers, consumers, third-party merchants or business partners were affected by such natural disasters or health epidemics.

Risks Related to Our Corporate Structure

If the PRC government finds that the agreements that establish the structure for operating certain of our businesses in China do not comply with PRC regulations relating to the relevant industries, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations.

Foreign ownership of certain parts of our businesses, including value-added telecommunications services, is subject to restrictions under current PRC laws and regulations. For example, foreign investors are not allowed to own in aggregate more than 50% of the equity interests in a value-added telecommunication service provider (excluding e-commerce, domestic multi-party communications, store-and-forward and call centers) and any major foreign investor must have a record of good performance and operating experience in providing value-added telecommunications services. We are a Cayman Islands company and our PRC subsidiaries are considered foreign-invested enterprises. To comply with relevant PRC laws and regulations, we conduct such business activities through one of our VIEs, Shanghai Wanwuxinsheng, which holds a VATS License for internet content-related services (excluding information search and inquiry service, information community service and real-time interactive information service and information protection and processing service), or through one of its wholly-owned subsidiary, Shanghai Yueyi, which will obtain a VATS License for online data processing and transaction processing business. Shanghai Wanwuxinsheng is 72.3425% owned by Mr. Kerry Xuefeng Chen, our co-founder, chairman of the board of directors and chief executive officer, and 27.6575% owned by Mr. Wenjun Sun, our co-founder and director. Mr. Kerry Xuefeng Chen and Mr. Wenjun Sun are PRC citizens. Our WFOE, Shanghai Aihui, has entered into a series of contractual arrangements with our VIEs (including Shanghai Wanwuxinsheng) and their respective shareholders, which enable us to:

- exercise effective control over our VIEs;
- receive substantially all of the economic benefits and bear the obligation to absorb substantially all of the losses of our VIEs; and
- have an exclusive option to purchase all or part of the equity interests in our VIEs when and to the extent permitted by PRC law.

As a result of these contractual arrangements, we have control over and are the primary beneficiary of our VIEs and hence consolidate their financial results and their subsidiaries into our consolidated financial statements under U.S. GAAP. For a detailed discussion of these contractual arrangements, see “Corporate History and Structure.”

In the opinion of Han Kun Law Offices, our PRC counsel, (i) the ownership structures of our WFOE and our VIEs in China, both currently and immediately after giving effect to this offering, are not in violation of mandatory PRC laws and regulations currently in effect in all material respects; and (ii) the contractual arrangements between our WFOE, our VIEs and their respective shareholders governed by PRC law are not in violation of mandatory PRC laws or regulations currently in effect in all material respects, and valid and binding upon each party to such arrangements and enforceable against each party thereto in accordance with their terms and applicable PRC laws and regulations currently in effect. However, our PRC counsel has also advised us that there are substantial uncertainties regarding the interpretation and application of current and future PRC laws, regulations and rules; accordingly, the PRC regulatory authorities may take a view that is contrary to the opinion of our PRC counsel. It is uncertain whether any new PRC laws or regulations relating to variable interest entity structures will be adopted or if adopted, what they would provide. If we or our VIEs are found to be in violation of any existing or future PRC laws or regulations, or fail to obtain or maintain any of the required permits or approvals, the relevant PRC regulatory authorities would have broad discretion to take action in dealing with such violations or failures, including:

- revoking the business licenses and/or operating licenses of such entities;
- discontinuing or placing restrictions or onerous conditions on our operations;
- imposing fines, confiscating the income from our WFOE or our VIEs, or imposing other requirements with which we or our VIEs may not be able to comply;
- requiring us to restructure our ownership structure or operations, including terminating the contractual arrangements with our VIEs and deregistering the equity pledges of our VIEs, which in turn would affect our ability to consolidate, derive economic interests from, or exert effective control over our VIEs; or
- restricting or prohibiting our use of the proceeds of this offering to finance our business and operations in China.

The imposition of any of these penalties would result in a material and adverse effect on our ability to conduct our business. In addition, it is unclear what impact the PRC government actions would have on us and on our ability to consolidate the financial results of our VIEs in our consolidated financial statements, if the PRC government authorities were to find our legal structure and contractual arrangements to be in violation of PRC laws and regulations. If the imposition of any of these government actions causes us to lose our right to direct the activities of our VIEs or our right to receive substantially all the economic benefits and residual returns from our VIEs and we are not able to restructure our ownership structure and operations in a satisfactory manner, we would no longer be able to consolidate the financial results of our VIEs in our consolidated financial statements. Either of these results, or any other significant penalties that might be imposed on us in this event, would have a material adverse effect on our financial condition and results of operations.

Our current corporate structure and business operations may be affected by the newly enacted Foreign Investment Law.

On March 15, 2019, the National People's Congress of the PRC promulgated the Foreign Investment Law, which took effect on January 1, 2020. Since it is relatively new, uncertainties exist in relation to its interpretation and implementation. The Foreign Investment Law does not explicitly

classify whether variable interest entities that are controlled through contractual arrangements would be deemed as foreign invested enterprises if they are ultimately “controlled” by foreign investors. However, it has a catch-all provision under definition of “foreign investment” that includes investments made by foreign investors in China through other means as provided by laws, administrative regulations or the State Council. Therefore it still leaves leeway for future laws, administrative regulations or provisions of the State Council to provide for contractual arrangements as a form of foreign investment, and it remains uncertain whether our contractual arrangements will be deemed to be in violation of the market access requirements for foreign investment in the PRC and if yes, how our contractual arrangements should be dealt with.

The Foreign Investment Law grants national treatment to foreign-invested entities, except for those foreign-invested entities that operate in industries specified as either “restricted” or “prohibited” from foreign investment in the Special Administrative Measures (Negative List) for Foreign Investment Access jointly promulgated by Ministry of Commerce, or MOFCOM, and the National Development and Reform Commission as amended from time to time. The Foreign Investment Law provides that foreign-invested entities are barred from operating in “prohibited” industries and will require market entry clearance and other approvals from relevant PRC government authorities if operating in “prohibited” industries. On December 26, 2019, the Supreme People’s Court issued the Interpretations on Certain Issues Regarding the Application of Foreign Investment Law, or the FIL Interpretations, which came into effect on January 1, 2020. In accordance with the FIL Interpretations, any claim to invalidate an investment agreement will be supported by courts if such agreement is found to be entered into for purposes of making investments in the “prohibited industries” under the negative list or for purposes of investing in “restricted industries” while failing to satisfy the conditions set out in the Negative List. If our control over our VIEs through contractual arrangements are deemed as foreign investment in the future, and any business of our VIEs is “restricted” or “prohibited” from foreign investment under the “negative list” effective at the time, we may be deemed to be in violation of the Foreign Investment Law, the contractual arrangements that allow us to have control over our VIEs may be deemed as invalid and illegal, and we may be required to unwind such contractual arrangements and/or restructure our business operations, any of which may have a material adverse effect on our business operation.

Furthermore, if future laws, administrative regulations or provisions mandate further actions to be taken by companies with respect to existing contractual arrangements, we may face substantial uncertainties as to whether we can complete such actions in a timely manner, or at all. Failure to take timely and appropriate measures to cope with any of these or similar regulatory compliance challenges could materially and adversely affect our current corporate structure and business operations.

We rely on contractual arrangements with our VIEs and their respective shareholders for a large portion of our business operations, which may not be as effective as direct ownership in providing operational control.

Our VIEs contributed 98.5%, 98.9% and 96.4% of our consolidated total revenues in 2018, 2019 and 2020, respectively. We have relied and expect to continue to rely on contractual arrangements with our VIEs and their respective shareholders to conduct our business. For a description of these contractual arrangements, see “Corporate History and Structure.” These contractual arrangements may not be as effective as direct ownership in providing us with control over our VIEs. For example, our VIEs and their respective shareholders could breach their contractual arrangements with us by, among other things, failing to conduct their operations in an acceptable manner or taking other actions that are detrimental to our interests.

If we had direct ownership of our VIEs, we would be able to exercise our rights as a shareholder to effect changes in the board of directors of our VIEs, which in turn could effect changes, subject to

any applicable fiduciary obligations, at the management level. However, under the current contractual arrangements, we rely on the performance by our VIEs and their respective shareholders of their obligations under the contracts to exercise control over our VIEs. The shareholders of our VIEs may not act in the best interests of our company or may not perform their obligations under these contracts. Such risks exist throughout the period in which we intend to operate our business through the contractual arrangements with our VIEs. If any dispute relating to these contracts remains unresolved, we will have to enforce our rights under these contracts through the operations of PRC law and courts and therefore will be subject to uncertainties in the PRC legal system. See “—Any failure by our VIEs or their respective shareholders to perform their obligations under our contractual arrangements with them would have a material and adverse effect on our business.” Therefore, our contractual arrangements with our VIEs may not be as effective in ensuring our control over the relevant portion of our business operations as direct ownership would be.

Any failure by our VIEs or their respective shareholders to perform their obligations under our contractual arrangements with them would have a material and adverse effect on our business.

Although the shareholders of our VIEs hold equity interests on record in our VIEs, each such shareholder has irrevocably authorized WFOE or its designated person to exercise his rights as a shareholder of our VIEs pursuant to the terms of the relevant shareholders' voting rights proxy agreement. However, if our VIEs or their respective shareholders fail to perform their respective obligations under the contractual arrangements, we may have to incur substantial costs and expend additional resources to enforce such arrangements. We may also have to rely on possible remedies under PRC law, including seeking specific performance or injunctive relief, and claiming damages, which we cannot assure you will be sufficient or effective under PRC law. For example, if the shareholders of our VIEs were to refuse to transfer their equity interest in our VIEs to us or our designee when we exercise the purchase option pursuant to these contractual arrangements, or if they were otherwise to act in bad faith toward us, we may have to take legal actions to compel them to perform their contractual obligations.

All of the agreements under our contractual arrangements are governed by PRC law and provide for the resolution of disputes through arbitration in China. Accordingly, these contracts would be interpreted in accordance with PRC law and any disputes would be resolved in accordance with PRC legal procedures. The legal system in China is not as developed as in some other jurisdictions, such as the United States. As a result, uncertainties in the PRC legal system could limit our ability to enforce these contractual arrangements. See “Risks Related to Doing Business in China—Uncertainties with respect to the PRC legal system and changes in laws and regulations in China could adversely affect us.” Meanwhile, there are very few precedents and little formal guidance as to how contractual arrangements in the context of a variable interest entity should be interpreted or enforced under PRC law, and as a result it may be difficult to predict how an arbitration panel would view such contractual arrangements. Additionally, under PRC law, rulings by arbitrators are final, parties cannot appeal the arbitration results in courts, and if the losing parties fail to carry out the arbitration awards within a prescribed time limit, the prevailing parties may only enforce the arbitration awards in PRC courts through arbitration award recognition proceedings, which would require additional expenses and delay.

Shanghai Wanwuxinsheng, one of our VIEs, holds our VATS License for internet content-related services (excluding information search and inquiry service, information community service and real-time interactive information service and information protection and processing service), and one of its wholly-owned subsidiary, Shanghai Yueyi, will obtain a VATS License for online data processing and transaction processing business (operating e-commerce, excluding internet finance and e-hailing services). In the event we are unable to enforce our contractual arrangements, we may not be able to exert effective control over our VIEs, and our ability to conduct these businesses may be negatively affected.

The shareholders of our VIEs may have potential conflicts of interest with us, which may materially and adversely affect our business and financial condition.

One of our two VIEs, Shanghai Wanwuxinsheng, is 72.3425% owned by Mr. Kerry Xuefeng Chen, our co-founder, chairman and chief executive officer, and 27.6575% owned by Mr. Wenjun Sun, our co-founder and director. The other VIE, Shenzhen Lvchuang Network Technology Co., Ltd., is wholly-owned by Mr. Haichen Shen, our employee. The shareholders of our VIEs have entered into a series of contractual arrangements with our WFOE and our VIEs, pursuant to which we have control over and are the primary beneficiary of our VIEs. The shareholders of our VIEs may have potential conflicts of interest with us. They may breach, or cause our VIEs to breach, or refuse to renew, the existing contractual arrangements we have with them and our VIEs, which would have a material and adverse effect on our ability to effectively control our VIEs and receive substantially all the economic benefits from them. For example, the shareholders may be able to cause our agreements with our VIEs to be performed in a manner adverse to us by, among other things, failing to remit payments due under the contractual arrangements to us on a timely basis. We cannot assure you that when conflicts of interest arise, any or all of these shareholders will act in the best interests of our company or such conflicts will be resolved in our favor.

Currently, we do not have any arrangements to address potential conflicts of interest between these shareholders and our company, except that we could exercise our purchase option under the option purchase agreements with these shareholders to request them to transfer all of their equity interests in the VIEs to a PRC entity or individual designated by us, to the extent permitted by PRC law. For individuals who are also our directors and officers, we rely on them to abide by the laws of the Cayman Islands, which provide that directors and officers owe a fiduciary duty to the company that requires them to act in good faith and in what they believe to be the best interests of the company and not to use their position for personal gains. The shareholders of our VIEs have executed shareholders' voting rights proxy agreements to appoint our WFOE or a person designated by our WFOE to vote on their behalf and exercise voting rights as shareholders of our VIEs. If we cannot resolve any conflict of interest or dispute between us and the shareholders of our VIEs, we would have to rely on legal proceedings, which could result in disruption of our business and subject us to substantial uncertainty as to the outcome of any such legal proceedings.

The shareholders of our VIEs may be involved in personal disputes with third parties or other incidents that may have an adverse effect on their respective equity interests in the relevant VIEs and the validity or enforceability of our contractual arrangements with the relevant entity and its shareholders. For example, in the event that any of the shareholders of our VIEs divorces his or her spouse, the spouse may claim that the equity interest of the relevant VIE held by such shareholder is part of their community property and should be divided between such shareholder and his or her spouse. If such claim is supported by the court, the relevant equity interest may be obtained by the shareholder's spouse or another third party who is not subject to obligations under our contractual arrangements, which could result in a loss of the effective control over the relevant VIE by us. Similarly, if any of the equity interests of our VIEs is inherited by a third party with whom the current contractual arrangements are not binding, we could lose our control over the relevant VIE or have to maintain such control by incurring unpredictable costs, which could cause significant disruption to our business and operations and harm our financial condition and results of operations.

Although under our current contractual arrangements, (i) each of the spouses of Mr. Kerry Xuefeng Chen, Mr. Wenjun Sun and Mr. Haichen Shen has respectively executed a spousal consent letter, under which each spouse agrees that she will not assert any rights to the equity interests held by the shareholders of our VIEs, and will take every action to ensure the performance of the contractual arrangements, and (ii) the VIEs and their shareholders shall not assign any of their respective rights or obligations to any third party without the prior written consent of our WFOE, we cannot assure you that

these undertakings and arrangements will be complied with or effectively enforced. In the case any of them is breached or becomes unenforceable and leads to legal proceedings, it could disrupt our business, distract our management's attention and subject us to substantial uncertainties as to the outcome of any such legal proceedings.

Contractual arrangements in relation to our VIEs may be subject to scrutiny by the PRC tax authorities and they may determine that we or our VIEs owe additional taxes, which could negatively affected our financial condition and the value of your investment.

Under applicable PRC laws and regulations, arrangements and transactions among related parties may be subject to audit or challenge by the PRC tax authorities. We could face material and adverse tax consequences if the PRC tax authorities determine that the variable interest entity contractual arrangements were not entered into on an arm's-length basis in such a way as to result in an impermissible reduction in taxes under applicable PRC laws, rules and regulations, and adjust the income of our VIEs in the form of a transfer pricing adjustment. A transfer pricing adjustment could, among other things, result in a reduction of expense deductions recorded by our VIEs for PRC tax purposes, which could in turn increase their tax liabilities. In addition, the PRC tax authorities may impose punitive interest and other penalties on our VIEs for the adjusted but unpaid taxes according to the applicable regulations. Our financial position could be materially and adversely affected if our VIEs' tax liabilities increase or if they are required to pay punitive interest and other penalties.

We may lose the ability to use and enjoy assets held by our VIEs that are material to the operation of certain portion of our business if the VIEs go bankrupt or become subject to a dissolution or liquidation proceeding.

As part of our contractual arrangements with our VIEs, our VIEs and their subsidiaries hold certain assets that are material to the operation of certain portion of our business, including intellectual property and premise and VATS licenses. If our VIEs go bankrupt and all or part of their assets become subject to liens or rights of third-party creditors, we may be unable to continue some or all of our business activities, which could materially and adversely affect our business, financial condition and results of operations. Under the contractual arrangements, our VIEs may not, in any manner, sell, transfer, mortgage or dispose of their assets or legal or beneficial interests in the business without our prior consent. If our VIEs undergo a voluntary or involuntary liquidation proceeding, independent third-party creditors may claim rights to some or all of these assets, thereby hindering our ability to operate our business, which could materially and adversely affect our business, financial condition and results of operations.

If the chops of our PRC subsidiaries and our VIEs are not kept safely, are stolen or are used by unauthorized persons or for unauthorized purposes, the corporate governance of these entities could be severely and adversely compromised.

In China, a company chop or seal serves as the legal representation of the company towards third parties even when unaccompanied by a signature. Each legally registered company in China is required to maintain a company chop, which must be registered with the local Public Security Bureau. In addition to this mandatory company chop, companies may have several other chops which can be used for specific purposes. The chops of our PRC subsidiaries and VIEs are generally held securely by personnel designated or approved by us in accordance with our internal control procedures. To the extent those chops are not kept safely, are stolen or are used by unauthorized persons or for unauthorized purposes, the corporate governance of these entities could be severely and adversely compromised and those corporate entities may be bound to abide by the terms of any documents so chopped, even if they were chopped by an individual who lacked the requisite power and authority to do so. In addition, if the chops are misused by unauthorized persons, we could experience disruption

to our normal business operations. We may have to take corporate or legal action, which could involve significant time and resources to resolve while distracting management from our operations.

Risks Related to Doing Business in China

Changes in China's economic, political or social conditions or government policies could have a material adverse effect on our business and operations.

A substantial majority 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 economic growth in China as a whole. The PRC 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 allocating resources, controlling payment of foreign currency-denominated obligations, setting monetary policy, and providing preferential treatment to particular industries or companies.

While the PRC economy has experienced significant growth over the past decades, growth has been uneven, both geographically and among various sectors of the economy. The growth rate of the Chinese economy has gradually slowed since 2010, and the impact of COVID-19 on the global and Chinese economy in 2020 is severe. 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 adversely affect our business and operating results, lead to reduction in demand for our services and adversely affect our competitive position. 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 PRC 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. Any prolonged slowdown in the global and Chinese economy may reduce the demand for our products and services and materially and adversely affect our business and results of operations.

Uncertainties with respect to the PRC legal system and changes in laws and regulations in China could adversely affect us.

We conduct our business primarily through our PRC subsidiaries and our VIEs. Our operations in China are governed by PRC laws and regulations. Our PRC subsidiaries are subject to laws and regulations applicable to foreign investment in China. 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 addition, any new or changes in PRC laws and regulations related to foreign investment in China could affect the business environment and our ability to operate our business in China.

From time to time, we may have to resort to administrative and court proceedings to enforce our legal rights. Any administrative and court proceedings in China may be protracted, resulting in substantial costs and diversion of resources and management attention. Since PRC administrative and

court authorities have significant discretion in interpreting and implementing statutory provisions and contractual terms, it may be more difficult to evaluate the outcome of administrative and court proceedings and the level of legal protection we enjoy than in more developed legal systems. These uncertainties may impede our ability to enforce the contracts we have entered into and could materially and adversely affect our business and results of operations.

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. Such unpredictability towards our contractual, property and procedural rights could adversely affect our business and impede our ability to continue our operations.

Litigation and negative publicity surrounding China-based companies listed in the U.S. may result in increased regulatory scrutiny of us and negatively impact the trading price of the ADSs and could have a material adverse effect upon our business, including our results of operations, financial condition, cash flows and prospects.

We believe that litigation and negative publicity surrounding companies with operations in China that are listed in the U.S. have negatively impacted stock prices for such companies. Various equity-based research organizations have published reports on China-based companies after examining, among other things, their corporate governance practices, related party transactions, sales practices and financial statements that have led to special investigations and stock suspensions on national exchanges. Any similar scrutiny of us, regardless of its lack of merit, could result in a diversion of management resources and energy, potential costs to defend ourselves against rumors, decreases and volatility in the ADS trading price, and increased directors and officers insurance premiums and could have a material adverse effect upon our business, including our results of operations, financial condition, cash flows and prospects.

You may experience difficulties in effecting service of legal process, enforcing foreign judgments or bringing actions in China against us or our management based on foreign laws.

We are a company incorporated under the laws of the Cayman Islands, and a majority of our assets and operations are located in China. In addition, substantially all of our directors and officers reside within China and substantially all of them are PRC nationals. As a result, it may be difficult for you to effect service of process upon us or those persons inside Mainland China. It may also be difficult for you to enforce in U.S. courts judgments obtained in U.S. courts based on the civil liability provisions of the U.S. federal securities laws against us and our officers and directors as none of them currently resides in the United States or has substantial assets located in the United States. In addition, there is uncertainty as to whether the courts of the Cayman Islands or the PRC would recognize or enforce judgments of U.S. courts against us or such persons predicated upon the civil liability provisions of the securities laws of the United States or any state.

The recognition and enforcement of foreign judgments are provided for under the PRC Civil Procedures Law. PRC courts may recognize and enforce foreign judgments in accordance with the requirements of the PRC Civil Procedures Law based either on treaties between China and the country where the judgment is made or on principles of reciprocity between jurisdictions. China does not have any treaties or other forms of written arrangement with the United States that provide for the reciprocal recognition and enforcement of foreign judgments. In addition, according to the PRC Civil Procedures Law, the PRC courts will not enforce a foreign judgment against us or our directors and officers if they decide that the judgment violates the basic principles of PRC laws or national sovereignty, security or public interest. As a result, it is uncertain whether and on what basis a PRC court would enforce a judgment rendered by a court in the United States.

Shareholder claims that are common in the United States, including securities law class actions and fraud claims, 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 shareholder investigations or litigation initiated outside China. Although the authorities in China 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 United States may not be efficient in the absence of mutual and practical cooperation mechanism. According to Article 177 of the PRC Securities Law which became effective in March 2020, no overseas securities regulator may directly conduct investigation or collect evidence within the territory of the PRC and no entities or individuals may provide documents or materials in connection with securities activities without proper authorization as provided by Article 177. While detailed interpretation of or implementation rules under Article 177 have yet to be available, the inability for an overseas securities regulator to directly conduct investigation or evidence collection activities within China may further increase difficulties faced by investors in protecting your interests. See also “—Risks Related to the ADSs and This Offering—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” for risks associated with investing in us as a Cayman Islands company.

Fluctuations in exchange rates could have a material and adverse effect on our results of operations and the value of your investment.

The value of the Renminbi against the U.S. dollar and other currencies may fluctuate and is affected by, among other things, changes in political and economic conditions in China and by China’s foreign exchange policies. 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. On November 30, 2015, the Executive Board of IMF completed the regular five-year review of the basket of currencies that make up the Special Drawing Right, or the SDR, and decided that with effect from October 1, 2016, Renminbi is determined to be a freely usable currency and will be included in the SDR basket as a fifth currency, along with the U.S. dollar, the Euro, the Japanese yen and the British pound. In the fourth quarter of 2016, the Renminbi has depreciated significantly in the backdrop of a surging U.S. dollar and persistent capital outflows of China. This depreciation halted in 2017, and the RMB appreciated approximately 7% against the U.S. dollar during this one-year period. With the development of the foreign exchange market and progress towards interest rate liberalization and Renminbi internationalization, the PRC government may in the future announce further changes to the exchange rate system, and we cannot assure you that the Renminbi will not appreciate or depreciate significantly in value against the U.S. dollar in the future. 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.

Significant revaluation of the Renminbi may have a material and adverse effect on your investment. For example, to the extent that we need to convert U.S. dollars we receive from this offering into Renminbi for our operations, appreciation of the Renminbi against the U.S. dollar would have an adverse effect on the Renminbi amount we would receive from the conversion. Conversely, if we decide to convert our Renminbi into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or ADSs or for other business purposes, appreciation of the U.S. dollar against the Renminbi would have a negative effect on the U.S. dollar amount available to us.

Very limited hedging options are available in China to reduce our exposure to exchange rate fluctuations. To date, we have entered into hedging transactions in an effort to reduce our exposure to

foreign currency exchange risk. While we may decide to enter into hedging transactions in the future, the availability and effectiveness of these hedges may be limited and we may not be able to adequately hedge our exposure or at all. In addition, our currency exchange losses may be magnified by PRC exchange control regulations that restrict our ability to convert Renminbi into foreign currency.

Certain PRC regulations may make it more difficult for us to pursue growth through acquisitions.

The Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, or the M&A Rules, established additional procedures and requirements that could make merger and acquisition activities by foreign investors more time-consuming and complex. Such regulation requires, among other things, that the Ministry of Commerce, or MOFCOM, be notified in advance of any change of control transaction in which a foreign investor acquires control of a PRC domestic enterprise and involves any of the following circumstances: (i) any important industry is concerned; (ii) such transaction involves factors that have or may have impact on the national economic security; or (iii) such transaction will lead to a change in control of a domestic enterprise which holds a famous trademark or PRC time-honored brand. We do not expect that this offering will trigger MOFCOM pre-notification under each of the above-mentioned circumstances or any review by other PRC government authorities, except as disclosed below in “Risks Related to Doing Business in China—The approval of the China Securities Regulatory Commission may be required in connection with this offering, and, if required, we cannot predict whether we will be able to obtain such approval.” Moreover, *the Anti-Monopoly Law* promulgated by the Standing Committee of National People’s Congress which became effective in 2008 requires that transactions which are deemed concentrations and involve parties with specified turnover thresholds must be cleared by State Administration for Market Regulation, or the SAMR, the successive authority of MOFCOM, before they can be completed. In addition, *Rules of the Ministry of Commerce on Implementation of Security Review System of Mergers and Acquisitions of Domestic Enterprises by Foreign Investors* that became effective in September 2011 and *Measures for the Security Review of Foreign Investment* that became effective in January 2021 require acquisitions by foreign investors of PRC companies engaged in military related or certain other industries that are crucial to national security be subject to security review before consummation of any such acquisition. We may pursue potential strategic acquisitions that are complementary to our business and operations. Complying with the requirements of these regulations to complete such transactions could be time-consuming, and any required approval processes, including obtaining approval or clearance from MOFCOM and the NDRC, may delay or inhibit our ability to complete such transactions, which could affect our ability to expand our business or maintain our market share.

China’s M&A Rules and certain other PRC regulations establish complex procedures for certain acquisitions of PRC companies by foreign investors, which could make it more difficult for us to pursue growth through acquisitions in China.

A number of PRC laws and regulations have established procedures and requirements that could make merger and acquisition activities in China by foreign investors more time consuming and complex, such as the *Anti-monopoly Law*, the *Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors*, or the M&A Rules, the *Rules of the Ministry of Commerce on Implementation of Security Review System of Mergers and Acquisitions of Domestic Enterprises by Foreign Investors*, or the M&A Security Review Rules, and the *Measures for the Security Review of Foreign Investment*, or the Foreign Investment Security Review Measures. These laws and regulations impose requirements in some instances that MOFCOM and/or the NDRC 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 *Anti-Monopoly Law* requires that relevant anti-monopoly enforcement agencies be notified in advance of any concentration of undertaking if certain thresholds are triggered. The M&A Security Review Rules provide 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 MOFCOM, and prohibit any attempt to bypass a security review, including by structuring the transaction through a proxy or contractual control arrangement. Moreover, the Foreign Investment Security Review Measures provide that foreign investors or the relevant parties in China shall proactively report to the Office of the Working Mechanism any foreign investment in, among other sectors, important information technology and Internet products and services and key technology that involve national security concerns and result in the foreign investor’s acquisition of actual control of the enterprise invested in before making such investment. In the future, we may grow our business by acquiring complementary businesses. Complying with the requirements of the relevant regulations to complete such transactions could be time consuming, and any required approval processes, including approval from MOFCOM, may delay or inhibit our ability to complete such transactions, which could affect our ability to expand our business or maintain our market share.

PRC regulations relating to offshore investment activities by PRC residents may limit our PRC subsidiaries’ ability to change their registered capital or distribute profits to us or otherwise expose us or our PRC resident beneficial owners to liability and penalties under PRC law.

In July 2014, the State Administration of Foreign Exchange, or SAFE, promulgated *the Circular on Relevant Issues Concerning Foreign Exchange Control on Domestic Residents’ Offshore Investment and Financing and Roundtrip Investment Through Special Purpose Vehicles*, or SAFE Circular 37. SAFE Circular 37 requires PRC residents (including PRC individuals and PRC corporate entities as well as foreign individuals that are deemed as PRC residents for foreign exchange administration purpose) to register with SAFE or its local branches in connection with their direct or indirect offshore investment activities and also requires the foreign-invested enterprise that is established through round-trip investment to truthfully disclose its controller(s). SAFE Circular 37 further requires amendment to the SAFE registrations in the event of any changes with respect to the basic information of the offshore special purpose vehicle, such as change of a PRC individual shareholder, name and operation term, or any significant changes with respect to the offshore special purpose vehicle, such as increase or decrease of capital contribution, share transfer or exchange, or mergers or divisions. SAFE Circular 37 is applicable to our shareholders or beneficial owners who are PRC residents and may be applicable to any offshore acquisitions that we make in the future. In February 2015, SAFE promulgated a *Notice on Further Simplifying and Improving Foreign Exchange Administration Policy on Direct Investment*, or SAFE Notice 13, effective since June 2015. Under SAFE Notice 13, applications for foreign exchange registration of inbound foreign direct investments and outbound overseas direct investments, including those required under SAFE Circular 37, should be filed with qualified banks instead of SAFE. The qualified banks examine the applications and accept registrations under the supervision of SAFE.

Any failure or inability of the relevant shareholders or beneficial owners who are PRC residents to comply with the registration procedures set forth in these regulations, or any failure to disclose or misrepresentation of the controller(s) of the foreign-invested enterprise that is established through round-trip investment (“Round-trip Invested Entity”), may subject us to fines and legal sanctions, such as restrictions on our cross-border investment activities, on the ability of our PRC subsidiaries to distribute dividends and the proceeds from any reduction in capital, share transfer or liquidation to us. Moreover, failure to comply with the various foreign exchange registration requirements described above could result in liability under PRC law for circumventing applicable foreign exchange restrictions.

We have been notified that each of Mr. Kerry Xuefeng Chen and Mr. Wenjun Sun has completed his initial registration with the local SAFE branch or qualified banks as required by SAFE Circular 37. However, we may not at all times be fully informed of the identities of all the PRC residents holding direct or indirect interest in our company, and we cannot provide any assurance that these PRC

residents will comply with our request to make or obtain any applicable registrations or continuously comply with all requirements under SAFE Circular 37 or other related rules. As a result, we cannot assure you that all of our shareholders or beneficial owners who are PRC residents or entities have complied with, and will in the future make or obtain any applicable registrations or approvals required by, SAFE regulations. Registration for the change in our round-trip invested entity might not be completed in a timely manner. Failure by our shareholders or beneficial owners to comply with SAFE regulations, or failure by us to amend the foreign exchange registrations of our PRC subsidiaries, could subject us to fines or legal sanctions, restrict our overseas or cross-border investment activities, limit our PRC subsidiaries' ability to make distributions or pay dividends or affect our ownership structure. As a result, our business operations and our ability to distribute profits to you could be materially and adversely affected.

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

In February 2012, SAFE promulgated the *Notice of Issues Related to the Foreign Exchange Administration for Domestic Individuals Participating in Stock Incentive Plan of Overseas Listed Company*, replacing earlier rules promulgated in 2007. Pursuant to these rules, PRC citizens and non-PRC citizens who reside in China for a continuous period of not less than one year who participate in any stock incentive plan of an overseas publicly listed company, subject to a few exceptions, are required to register with SAFE through a domestic qualified agent, which could be the PRC subsidiaries of such overseas-listed company, and complete certain other procedures. In addition, an overseas-entrusted institution must be retained to handle matters in connection with the exercise or sale of stock options and the purchase or sale of shares and interests. We and our executive officers and other employees who are PRC citizens or who reside in China for a continuous period of not less than one year and who have been granted options will be subject to these regulations when our company becomes an overseas-listed company upon the completion of this offering. Failure to complete SAFE registrations may subject them to fines of up to RMB300,000 for entities and up to RMB50,000 for individuals, and legal sanctions and may also limit our ability to contribute additional capital into our PRC subsidiary and limit our PRC subsidiary's ability to distribute dividends to us. We also face regulatory uncertainties that could restrict our ability to adopt additional incentive plans for our directors, executive officers and employees under PRC law. See "Regulation—PRC—Regulations Related to Employee Stock Incentive Plan."

In addition, the State Administration of Taxation, or SAT, has issued certain circulars concerning employee share options and restricted shares. Under these circulars, our employees working in China who exercise share options or are granted restricted shares will be subject to PRC individual income tax. Our PRC subsidiaries have obligations to file documents related to employee share options or restricted shares with relevant tax authorities and to withhold individual income taxes of those employees who exercise their share options. If our employees fail to pay or we fail to withhold their income taxes according to relevant laws and regulations, we may face sanctions imposed by the tax authorities or other PRC government authorities. See "Regulation—Regulations Relating to Foreign Exchange and Dividend Distribution—Regulations Relating to Stock Incentive Plans."

Increases in labor costs and enforcement of stricter labor laws and regulations in China may adversely affect our business and our profitability.

China's overall economy and the average wage in China have increased in recent years and are expected to continue to grow. The average wage level for our employees has also increased in recent years. We expect that our labor costs, including wages and employee benefits, will continue to increase. Unless we are able to pass on these increased labor costs to those who pay for our services, our profitability and results of operations may be materially and adversely affected.

In addition, we have been subject to stricter regulatory requirements in terms of entering into labor contracts with our employees and paying various statutory employee benefits, including pensions, housing fund, medical insurance, work-related injury insurance, unemployment insurance and maternity insurance to designated government agencies for the benefit of our employees. Pursuant to the PRC Labor Contract Law and its implementation rules, employers are subject to stricter requirements in terms of signing labor contracts, minimum wages, paying remuneration, determining the term of employee's probation and unilaterally terminating labor contracts. In the event that we decide to terminate some of our employees or otherwise change our employment or labor practices, the PRC Labor Contract Law and its implementation rules may limit our ability to effect those changes in a desirable or cost-effective manner, which could adversely affect our business and results of operations.

In October 2010, the Standing Committee of the National People's Congress promulgated the PRC Social Insurance Law, effective on July 1, 2011 and amended on December 29, 2018. On April 3, 1999, the State Council promulgated the Regulations on the Administration of Housing Funds, which was amended on March 24, 2002 and March 24, 2019. Companies registered and operating in China are required under the Social Insurance Law and the Regulations on the Administration of Housing Funds to apply for social insurance registration and housing fund deposit registration within 30 days of their establishment and to pay for their employees different social insurance including pension insurance, medical insurance, work-related injury insurance, unemployment insurance and maternity insurance to the extent required by law. Certain of our subsidiaries in China did not make such registrations as those subsidiaries did not hire any employees. As a result, we may be subject to orders by the competent labor authorities for rectification and failure to comply with the orders may further subject us to administrative fines.

As the interpretation and implementation of labor-related laws and regulations are still evolving, we cannot assure you that our employment practices do not and will not violate labor-related laws and regulations in China, which may subject us to labor disputes or government investigations. We cannot assure you that we have complied or will be able to comply with all labor-related law and regulations including those relating to obligations to make social insurance payments and contribute to the housing provident funds. If we are deemed to have violated relevant labor laws and regulations, we could be required to provide additional compensation to our employees and our business, financial condition and results of operations will be adversely affected.

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 Cayman Islands 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 any of our PRC 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 PRC subsidiaries, each of which is a wholly foreign-owned enterprise may pay dividends only out of its respective accumulated profits as determined in accordance with PRC accounting standards and regulations. In addition, a wholly foreign-owned enterprise is required to set aside at least 10% of its after-tax profits each year, if any, to fund a certain statutory reserve fund, until the aggregate amount of such fund reaches 50% of its registered capital. At its discretion, a wholly foreign-owned enterprise may allocate a portion of its after-tax profits based on PRC accounting standards to a staff welfare and bonus fund. These reserve fund and staff welfare and bonus fund cannot be distributed to us as dividends.

[Table of Contents](#)

Our PRC subsidiaries generate primarily all of their revenue in Renminbi, which is not freely convertible into other currencies. As result, any restriction on currency exchange may limit the ability of our PRC subsidiaries to use their Renminbi revenues to pay dividends to us.

The PRC government may continue to strengthen its capital controls, and more restrictions and substantial vetting process may be put forward by SAFE for cross-border transactions falling under both the current account and the capital account. Any limitation on the ability of our PRC subsidiaries to pay dividends or make other kinds of payments 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.

In addition, the Enterprise Income Tax Law and its implementation rules provide that a withholding tax rate of up to 10% will be applicable to dividends payable by PRC companies to non-PRC-resident enterprises unless otherwise exempted or reduced according to treaties or arrangements between the PRC central government and governments of other countries or regions where the non-PRC-resident enterprises are incorporated.

Governmental control of currency conversion may affect the value of your investment.

The PRC government imposes controls on the convertibility of the Renminbi into foreign currencies and, in certain cases, the remittance of currency out of China. We receive substantially all of our revenues in Renminbi. Under our current corporate structure, our Cayman Islands holding company primarily relies on dividend payments from our PRC subsidiaries to fund any cash and financing requirements we may have. Under existing PRC foreign exchange regulations, payments of current account items, including profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval of SAFE by complying with certain procedural requirements. Specifically, under the existing exchange restrictions, without prior approval of SAFE, cash generated from the operations of our PRC subsidiaries in China may be used to pay dividends to our company. However, approval from or registration with appropriate government authorities is required where Renminbi is to be converted into foreign currency and remitted out of China to pay capital expenses such as the repayment of loans denominated in foreign currencies. As a result, we need to obtain SAFE approval to use cash generated from the operations of our PRC subsidiaries and VIEs to pay off their respective debt in a currency other than Renminbi owed to entities outside China, or to make other capital expenditure payments outside China in a currency other than Renminbi. The PRC government may at its discretion restrict access to foreign currencies for current account transactions in the future. If the foreign exchange control system prevents us from obtaining sufficient foreign currencies to satisfy our foreign currency demands, we may not be able to pay dividends in foreign currencies to our shareholders, including holders of our ADSs.

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 using the proceeds of this offering to make loans or additional capital contributions to our PRC subsidiaries and our VIEs 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 and our VIEs. We may make loans to our PRC subsidiaries and VIEs subject to the approval from governmental authorities and limitation of amount, or we may make additional capital contributions to our PRC subsidiaries.

Any loans to our PRC subsidiaries, 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

[Table of Contents](#)

to our PRC subsidiaries to finance their activities cannot exceed statutory limits and must be registered with the local counterpart of SAFE, and medium or long-term loans by us to our PRC subsidiaries must be recorded and registered with the National Development and Reform Committee, or the NDRC. In addition, a foreign invested enterprise shall use its capital pursuant to the principle of authenticity and self-use within its business scope. The capital of a foreign invested enterprise shall not be used for the following purposes: (i) directly or indirectly used for payment beyond the business scope of the enterprises or the payment prohibited by relevant laws and regulations; (ii) directly or indirectly used for investment in securities or investments other than banks' principal-secured products unless otherwise provided by relevant laws and regulations; (iii) the granting of loans to non-affiliated enterprises, except where it is expressly permitted in the business license; and (iv) paying the expenses related to the purchase of real estate that is not for self-use (except for the foreign-invested real estate enterprises).

SAFE promulgated the *Notice of the State Administration of Foreign Exchange on Reforming the Administration of Foreign Exchange Settlement of Capital of Foreign-invested Enterprises*, or SAFE Circular 19, effective June 2015, in replacement of the *Circular on the Relevant Operating Issues Concerning the Improvement of the Administration of the Payment and Settlement of Foreign Currency Capital of Foreign-Invested Enterprises*, the *Notice from the State Administration of Foreign Exchange on Relevant Issues Concerning Strengthening the Administration of Foreign Exchange Businesses*, and the *Circular on Further Clarification and Regulation of the Issues Concerning the Administration of Certain Capital Account Foreign Exchange Businesses*. According to SAFE Circular 19, the flow and use of the RMB capital converted from foreign currency-denominated registered capital of a foreign-invested company is regulated such that RMB capital may not be used for the issuance of RMB entrusted loans, the repayment of inter-enterprise loans or the repayment of banks loans that have been transferred to a third party. Although SAFE Circular 19 allows RMB capital converted from foreign currency-denominated registered capital of a foreign-invested enterprise to be used for equity investments within China, it also reiterates the principle that RMB converted from the foreign currency-denominated capital of a foreign-invested company may not be directly or indirectly used for purposes beyond its business scope. Thus, it is unclear whether SAFE will permit such capital to be used for equity investments in China in actual practice. 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 SAFE Circular 16, effective on June 9, 2016, which reiterates some of the rules set forth in SAFE Circular 19, but changes the prohibition against using RMB capital converted from foreign currency-denominated registered capital of a foreign-invested company to issue RMB entrusted loans to a prohibition against using such capital to issue loans to non-associated enterprises. Violations of SAFE Circular 19 and SAFE Circular 16 could result in administrative penalties. SAFE Circular 19 and SAFE Circular 16 may significantly limit our ability to transfer any foreign currency we hold, including the net proceeds from this offering, to our PRC subsidiaries, which may adversely affect our liquidity and our ability to fund and expand our business in China.

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 obtain the necessary government approvals on a timely basis, if at all, with respect to future loans to our PRC subsidiaries or VIEs or future capital contributions by us to our PRC subsidiaries. As a result, uncertainties exist as to our ability to provide prompt financial support to our PRC subsidiaries or VIEs when needed. If we fail to complete such registrations or obtain such approvals, our ability to use the proceeds we expect to receive from this offering 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.

If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders or ADS holders.

Under the PRC Enterprise Income Tax Law and its implementation rules, an enterprise established outside of the PRC with “de facto management body” within China is considered a “resident enterprise” and will be subject to the enterprise income tax on its global income at the rate of 25%. The implementation rules define the term “de facto management body” as the body that exercises full and substantial control and overall management over the business, productions, personnel, accounts and properties of an enterprise. In 2009, the SAT, issued *the Circular of the State Administration of Taxation on Issues Relating to Identification of PRC-Controlled Overseas Registered Enterprises as Resident Enterprises in Accordance With the De Facto Standards of Organizational Management*, or SAT Circular 82, which provides certain specific criteria for determining whether the “de facto management body” of a PRC-controlled enterprise that is incorporated offshore is located in China. Although this circular only applies to offshore enterprises controlled by PRC enterprises or PRC enterprise groups, not those controlled by PRC individuals or foreigners, the criteria set forth in the circular may reflect SAT’s general position on how the “de facto management body” text should be applied in determining the tax resident status of all offshore enterprises. According to SAT Circular 82, an offshore incorporated enterprise controlled by a PRC enterprise or a PRC enterprise group will be regarded as a PRC tax resident by virtue of having its “de facto management body” in China and will be subject to PRC enterprise income tax on its global income only if all of the following conditions are met: (i) the primary location of the day-to-day operational management is in China; (ii) decisions relating to the enterprise’s financial and human resource matters are made or are subject to approval by organizations or personnel in China; (iii) the enterprise’s primary assets, accounting books and records, company seals, and board and shareholder resolutions, are located or maintained in China; and (iv) at least 50% of voting board members or senior executives habitually reside in China.

We believe that we are not a PRC resident enterprise for PRC tax purposes. However, the tax resident status of an enterprise is subject to determination by the PRC tax authorities and uncertainties remain with respect to the interpretation of the term “de facto management body.” If the PRC tax authorities determine that we are a PRC resident enterprise for enterprise income tax purposes, we could be subject to PRC tax at a rate of 25% on our worldwide income, which could materially reduce our net income, and we may be required to withhold a 10% withholding tax from dividends we pay to our shareholders that are non-resident enterprises, including the holders of our ADSs. In addition, non-resident enterprise shareholders (including our ADS holders) 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 sourced from within China. Furthermore, if we are deemed a PRC resident enterprise, dividends payable to our non-PRC individual shareholders (including our ADS holders) and any gain realized on the transfer of ADSs or ordinary shares by such shareholders may be subject to PRC tax at a rate of 10% in the case of non-PRC enterprises or a rate of 20% in the case of non-PRC individuals unless a reduced rate is available under an applicable tax treaty. It is unclear whether non-PRC shareholders of our company would be able to claim the benefits of any tax treaties between their country of tax residence and the PRC in the event that we are treated as a PRC resident enterprise. Any such tax may reduce the returns on your investment in the ADSs or Ordinary Shares.

We face uncertainty with respect to indirect transfers of equity interests in PRC resident enterprises by their non-PRC holding companies.

In February 2015, the SAT issued *the Public Notice Regarding Certain Enterprise Income Tax Matters on Indirect Transfer of Properties by Non-Resident Enterprises*, or SAT Public Notice 7. SAT Public Notice 7 extends its tax jurisdiction to not only indirect transfers 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 certain criteria on how to assess reasonable commercial purposes and has introduced safe harbors for internal group restructurings and the purchase and sale of equity through a public securities market. SAT Public Notice 7 also brings challenges to both the foreign transferor and transferee (or other person who is obligated to pay for the transfer) of the taxable assets. Where a non-resident enterprise conducts an “indirect transfer” by transferring the taxable assets indirectly by disposing of the equity interests of an overseas holding company, the non-resident enterprise being the transferor, or the transferee, or the PRC entity which directly owns the taxable assets may report to the relevant tax authority such indirect transfer. 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 such indirect transfer may be subject to PRC 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 tax 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. However, according to relevant safe harbor rule under SAT Public Notice 7, the PRC tax would not be applicable to the transfer by any non-resident enterprise of ADSs of the Company acquired and sold on public securities markets.

On October 17, 2017, the SAT issued *the Public Notice on Issues Relating to Withholding at Source of Income Tax of Non-resident Enterprises*, or the SAT Public Notice 37, which came into effect on December 1, 2017. According to SAT Public Notice 37, where the non-resident enterprise fails to declare its tax payable pursuant to Article 39 of the EIT Law, the tax authority may order it to pay its tax due within required time limits, and the non-resident enterprise shall declare and pay its tax payable within such time limits specified by the tax authority. If the non-resident enterprise voluntarily declares and pays its tax payable before the tax authority orders it to do so, it shall be deemed that such enterprise has paid its tax payable in time.

We face uncertainties on the reporting and consequences of future private equity financing transactions, share exchanges or other transactions involving the transfer of shares in our company by investors that are non-PRC resident enterprises. The PRC tax authorities may pursue such non-resident enterprises with respect to a filing or the transferees with respect to withholding obligation and request our PRC subsidiaries to assist in the filing. As a result, we and non-resident enterprises in such transactions may become at risk of being subject to filing obligations or being taxed under SAT Public Notice 7 and SAT Public Notice 37, and may be required to expend valuable resources to comply with them or to establish that we and our non-resident enterprises should not be taxed under these regulations, which may have a material adverse effect on our financial condition and results of operations.

The approval of the China Securities Regulatory Commission may be required in connection with this offering, and, if required, we cannot predict whether we will be able to obtain such approval.

The M&A Rules, adopted by six PRC regulatory agencies, requires an overseas special purpose vehicles that are controlled by PRC companies or individuals formed for the purpose of seeking a public listing on an overseas stock exchange through acquisitions of PRC domestic companies of the aforementioned PRC companies or individuals using shares of such special purpose vehicles or held by its shareholders as a consideration to obtain the approval of the China Securities Regulatory Commission, or the CSRC, prior to the listing and trading of such special purpose vehicle’s securities on an overseas stock exchange. However, the application of the M&A Rules remains unclear. If CSRC approval is required, it is uncertain whether it would be possible for us to obtain the approval, and any failure to obtain or delay in obtaining CSRC approval for this offering would subject us to sanctions imposed by the CSRC and other PRC regulatory agencies.

Our PRC counsel has advised us based on their understanding of the current PRC laws, rules and regulations that the CSRC's approval may not be required for the listing and trading of our ADSs on the New York Stock Exchange in the context of this offering, given that: (i) the CSRC currently has not issued any definitive rule or interpretation concerning whether offerings like ours in this prospectus are subject to this regulation, and (ii) we did not establish our PRC subsidiaries through merger with or acquisition of PRC domestic companies using equities as consideration as defined in the M&A Rules; and (iii) no provision in the M&A Rules classifies the contractual arrangements with variable interest entities as a type of acquisition that fall within the M&A Rules.

However, our PRC counsel has further advised us that there remains some uncertainty as to how the M&A Rules will be interpreted or implemented in the context of an overseas offering and its opinions summarized above are subject to any new laws, rules and regulations or detailed implementations and interpretations in any form relating to the M&A Rules. We cannot assure you that relevant PRC government agencies, including the CSRC, would reach the same conclusion as we do. If it is determined that CSRC approval is required for this offering, we may face sanctions by the CSRC or other PRC regulatory agencies for failure to seek CSRC approval for this offering. These sanctions may include fines and penalties on our operations in China, limitations on our operating privileges in China, delays in or restrictions on the repatriation of the proceeds from this offering into the PRC, restrictions on or prohibition of the payments or remittance of dividends by our subsidiaries in China, or other actions that could have a material and adverse effect on our business, financial condition, results of operations, reputation and prospects, as well as the trading price of our ADSs. The CSRC or other PRC regulatory agencies may also take actions requiring us, or making it advisable for us, to halt this offering before the settlement and delivery of the ADSs that we are offering. Consequently, if you engage in market trading or other activities in anticipation of and prior to the settlement and delivery of the ADSs we are offering, you would be doing so at the risk that the settlement and delivery may not occur. In addition, if the CSRC or other regulatory agencies later promulgate new rules or explanations requiring that we obtain their approvals for this offering, we may be unable to obtain a waiver of such approval requirements, if and when procedures are established to obtain such a waiver.

Our ADSs may be delisted under the Holding Foreign Companies Accountable Act if the PCAOB is unable to inspect auditors who are located in China. The delisting of our ADSs, or the threat of their being delisted, may materially and adversely affect the value of your investment. Additionally, the inability of the PCAOB to conduct inspections deprives our investors with the benefits of such inspections.

The Holding Foreign Companies Accountable Act, or the HFCA Act, was enacted on December 18, 2020. The HFCA Act 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 by 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 U.S.

Our auditor, the independent registered public accounting firm that issues the audit report included elsewhere in this prospectus, as an auditor of companies that are traded publicly in the United States and a firm registered with the PCAOB, is subject to laws in the United States pursuant to which the PCAOB conducts regular inspections to assess its compliance with the applicable professional standards. Since our auditor is located in China, a jurisdiction where the PCAOB has been unable to conduct inspections without the approval of the Chinese authorities, our auditor is currently not inspected by the PCAOB.

On March 24, 2021, the SEC adopted interim final rules relating to the implementation of certain disclosure and documentation requirements of the HFCA Act. We will be required to comply with these rules if the SEC identifies us as having a "non-inspection" year under a process to be subsequently

established by the SEC. The SEC is assessing how to implement other requirements of the HFCA Act, including the listing and trading prohibition requirements described above.

The SEC may propose additional rules or guidance that could impact us if our auditor is not subject to PCAOB inspection. For example, on August 6, 2020, the President's Working Group on Financial Markets, or the PWG, issued the Report on Protecting United States Investors from Significant Risks from Chinese Companies to the then President of the United States. This report recommended the SEC implement five recommendations to address companies from jurisdictions that do not provide the PCAOB with sufficient access to fulfil its statutory mandate. Some of the concepts of these recommendations were implemented with the enactment of the HFCA Act. However, some of the recommendations were more stringent than the HFCA Act. For example, if a company was not subject to PCAOB inspection, the report recommended that the transition period before a company would be delisted would end on January 1, 2022.

The SEC has announced that the SEC staff is preparing a consolidated proposal for the rules regarding the implementation of the HFCA Act and to address the recommendations in the PWG report. It is unclear when the SEC will complete its rulemaking and when such rules will become effective and what, if any, of the PWG recommendations will be adopted. The implications of this possible regulation in addition the requirements of the HFCA Act are uncertain. Such uncertainty could cause the market price of our ADSs to be materially and adversely affected, and our securities could be delisted or prohibited from being traded "over-the-counter" earlier than would be required by the HFCA Act. If our securities are unable to be listed on another securities exchange by then, such a delisting would substantially impair your ability to sell or purchase our ADSs when you wish to do so, and the risk and uncertainty associated with a potential delisting would have a negative impact on the price of our ADSs.

The PCAOB's inability to conduct inspections in China prevents it from fully evaluating the audits and quality control procedures of our independent registered public accounting firm. As a result, we and investors in our ordinary shares 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 stock to lose confidence in our audit procedures and reported financial information and the quality of our financial statements.

In May 2013, the PCAOB announced that it had entered into a Memorandum of Understanding on Enforcement Cooperation with the CSRC and the PRC Ministry of Finance, which establishes a cooperative framework between the parties for the production and exchange of audit documents relevant to investigations undertaken by the PCAOB in the PRC or by the CSRC or the PRC Ministry of Finance in the United States. The PCAOB continues to be in discussions with the CSRC and the PRC Ministry of Finance to permit joint inspections in the PRC of audit firms that are registered with the PCAOB and audit Chinese companies that trade on U.S. exchanges.

Proceedings instituted by the SEC against PRC affiliates of the "big four" accounting firms, including our independent registered public accounting firm, could result in financial statements being determined to not be in compliance with the requirements of the Exchange Act.

Starting in 2011 "big four" PRC-based accounting firms, including our independent registered public accounting firm, were affected by a conflict between U.S. and Chinese law. Specifically, for certain U.S.-listed companies operating and audited in Mainland China, the SEC and the PCAOB sought to obtain from the Chinese firms access to their audit work papers and related documents. The

[Table of Contents](#)

firms were, however, advised and directed that under Chinese law, they could not respond directly to the U.S. regulators on those requests, and that requests by foreign regulators for access to such papers in China had to be channeled through the China Securities Regulatory Commission, or the CSRC.

In late 2012, this impasse led the SEC to commence administrative proceedings under Rule 102(e) of its Rules of Practice and also under the Sarbanes-Oxley Act of 2002 against the Chinese accounting firms, including our independent registered public accounting firm. A first instance trial of the proceedings in July 2013 in the SEC's internal administrative court resulted in an adverse judgment against the firms. The administrative law judge proposed penalties on the firms including a temporary suspension of their right to practice before the SEC, although that proposed penalty did not take effect pending review by the Commissioners of the SEC. On February 6, 2015, before a review by the Commissioner had taken place, the firms reached a settlement with the SEC. Under the settlement, the SEC accepted that future requests by the SEC for the production of documents will normally be made to the CSRC. The firms were to receive matching Section 106 requests, and were required to abide by a detailed set of procedures with respect to such requests, which in substance require them to facilitate production via the CSRC. If they failed to meet specified criteria, the SEC retained authority to impose a variety of additional remedial measures on the firms depending on the nature of the failure. Under the terms of the settlement, the underlying proceeding against the four China-based accounting firms was deemed dismissed with prejudice four years after entry of the settlement. The four-year mark occurred on February 6, 2019. While we cannot predict if the SEC will further challenge the four China-based accounting firms' compliance with U.S. law in connection with U.S. regulatory requests for audit work papers or if the results of such a challenge would result in the SEC imposing penalties such as suspensions. If additional remedial measures are imposed on the "big four" PRC-based accounting firms, including our independent registered public accounting firm, we could be unable to timely file future financial statements in compliance with the requirements of the Exchange Act.

In the event the "big four" PRC-based accounting firms become subject to additional legal challenges by the SEC or the PCAOB, depending upon the final outcome, listed companies in the United States with major PRC operations may find it difficult or impossible to retain auditors in respect of their operations in China, which could result in financial statements being determined to not be in compliance with the requirements of the Exchange Act, including possible delisting. Moreover, any negative news about any such future proceedings against these audit firms may cause investor uncertainty regarding China-based, U.S.-listed companies and the market price of our ADSs may be adversely affected.

If our independent registered public accounting firm was denied, even temporarily, the ability to practice before the SEC and we were unable to timely find another registered public accounting firm to audit and issue an opinion on our financial statements, our financial statements could be determined not to be in compliance with the requirements of the Exchange Act. Such a determination could ultimately lead to the delisting of the ADSs from the U.S. national securities exchanges or deregistration from the SEC, or both, which would substantially reduce or effectively terminate the trading of the ADSs in the United States.

Risks Related to the ADSs and This Offering

There has been no public market for our shares or ADSs prior to this offering, and you may not be able to resell our ADSs at or above the price you paid, or at all.

Prior to this initial public offering, there has been no public market for our shares or ADSs. We will apply to list our ADSs on the New York Stock Exchange. Our shares will not be listed on any exchange or quoted for trading on any over-the-counter trading system. If an active trading market for our ADSs

does not develop after this offering, the market price and liquidity of our ADSs will be materially and adversely affected.

Negotiations with the underwriters will determine the initial public offering price for our ADSs which may bear no relationship to their market price after the initial public offering. We cannot assure you that an active trading market for our ADSs will develop or that the market price of our ADSs will not decline below the initial public offering price.

The trading price of our ADSs may be volatile, which could result in substantial losses to you.

The trading price of our ADSs can be volatile and fluctuate widely in response to a variety of factors, many of which are beyond our control. In addition, the performance and fluctuation of the market prices of other companies with business operations located mainly in the PRC that have listed their securities in the United States may affect the volatility in the price of and trading volumes for our ADSs. Some of these companies have experienced significant volatility. The trading performances of these PRC companies' securities may affect the overall investor sentiment towards other PRC companies listed in the United States and consequently may impact the trading performance of our ADSs, regardless of our actual operating performance.

In addition to the above factors, the price and trading volume of our ADSs may be highly volatile due to multiple factors, including the following:

- regulatory developments affecting us or our industry, business partners and third parties that collaborate with us;
- announcements of studies and reports relating to the quality of our products or those of our competitors;
- changes in the economic performance or market valuations of our competitors;
- actual or anticipated fluctuations in our quarterly results of operations and changes or revisions of our expected results;
- changes in financial estimates by securities research analysts;
- conditions in the pre-owned consumer electronics transactions and services industry;
- announcements by us or our competitors of acquisitions, strategic relationships, joint ventures, capital raisings or capital commitments;
- additions to or departures of our senior management;
- fluctuations of exchange rates between the RMB and the U.S. dollar;
- release or expiry of lock-up or other transfer restrictions on our issued and outstanding shares or ADSs;
- sales or perceived potential sales of additional ordinary shares or ADSs; and
- proceedings instituted recently by the SEC against five PRC-based accounting firms, including our independent registered public accounting firm.

The concentration of our share ownership among executive officers, directors, and principal shareholders and their affiliated entities will likely limit your ability to influence corporate matters and could discourage others from pursuing any change of control transaction that holders of our ordinary shares and ADSs may view as beneficial.

Our executive officers, directors, and their affiliated entities together beneficially own approximately 18.8% of our issued and outstanding ordinary shares on an as-converted basis prior to

[Table of Contents](#)

this offering. Upon the completion of this offering, our executive officers, directors, and their affiliated entities together will beneficially own approximately % of our total issued and outstanding ordinary shares, assuming the underwriters do not exercise their over-allotment option, or % of our total issued and outstanding ordinary shares if the underwriters exercise their over-allotment option in full, without taking into account the ADSs that the existing shareholders or their affiliates may purchase in this offering. As a result of the concentration of ownership, these shareholders will have considerable influence over matters such as decisions regarding mergers and consolidations, amendments to our constitutional documents, election of directors and other significant corporate actions. Such shareholders may take actions that are not in the best interest of us or our other shareholders. This concentration of ownership may discourage, delay or prevent a change in control of our company, which could have the effect of depriving our other shareholders of the opportunity to receive a premium for their shares as part of a sale of our company and may reduce the price of our ADSs. This concentrated control will limit your ability to influence corporate matters and could discourage others from pursuing any potential merger, takeover or other change of control transactions that holders of our ordinary shares and ADSs may view as beneficial.

If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, or if they adversely change their recommendations regarding our ADSs, the market price for our ADSs and trading volume could decline.

The trading market for our 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 covers us downgrades our ADSs or publishes inaccurate or unfavorable research about our business, the market price for our ADSs would likely decline. If one or more of these analysts cease coverage of our company 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 ADSs to decline.

Because our initial public offering price is substantially higher than our net tangible book value per share, you will experience immediate and substantial dilution.

If you purchase ADSs in this offering, you will pay more for your ADSs than the amount paid by our existing shareholders for their ordinary shares on a per ADS basis. As a result, you will experience immediate and substantial dilution of US\$ per ADS, representing the difference between the initial public offering price of US\$ per ADS and our adjusted net tangible book value per ADS as of December 31, 2020, after giving effect to our sale of the ADSs offered in this offering. In addition, you may experience further dilution to the extent that our ordinary shares are issued upon the exercise of share options. See "Dilution" for a more complete description of how the value of your investment in the ADSs will be diluted upon completion of this offering.

Techniques employed by short sellers may drive down the market price of the ADSs.

Short selling is the practice of selling securities that the seller does not own but rather has borrowed from a third party with the intention of buying identical securities back at a later date to return to the lender. The short seller hopes to profit from a decline in the value of the securities between the sale of the borrowed securities and the purchase of the replacement shares, as the short seller expects to pay less in that purchase than it received in the sale. As it is in the short seller's interest for the price of the security to decline, many short sellers publish, or arrange for the publication of, negative opinions regarding the relevant issuer and its business prospects in order to create negative market momentum and generate profits for themselves after selling a security short. These short attacks have, in the past, led to selling of shares in the market.

Public companies that have substantially all of their operations in China have been the subject of short selling. Much of the scrutiny and negative publicity has centered on allegations of a lack of effective internal control over financial reporting resulting in financial and accounting irregularities and mistakes, inadequate corporate governance policies or a lack of adherence thereto and, in many cases, allegations of fraud. As a result, many of these companies are now conducting internal and external investigations into the allegations and, in the interim, are subject to shareholder lawsuits and/or SEC enforcement actions.

It is not clear what effect such negative publicity could have on us. If we were to become the subject of any unfavorable allegations, whether such allegations are proven to be true or untrue, we could have to expend a significant amount of resources to investigate such allegations and/or defend ourselves. While we would strongly defend against any such short seller attacks, we may be constrained in the manner in which we can proceed against the relevant short seller by principles of freedom of speech, applicable state law or issues of commercial confidentiality. Such a situation could be costly and time-consuming, and could distract our management from growing our business. Even if such allegations are ultimately proven to be groundless, allegations against us could severely impact our business operations, and any investment in the ADSs could be greatly reduced or even rendered worthless.

Because we do not expect to pay dividends in the foreseeable future after this offering, you must rely on price appreciation of our ADSs for return on your investment.

We currently intend to retain most, if not all, of our available funds and any future earnings after this offering to fund the development and growth of our business. As a result, we do not expect to pay any cash dividends in the foreseeable future. Therefore, you should not rely on an investment in our ADSs as a source for any future dividend income.

Our board of directors has complete discretion as to whether to distribute dividends, subject to certain requirements of Cayman Islands law. In addition, our shareholders may by ordinary resolution declare a dividend, 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 of the company, provided that in no circumstances may a dividend be paid out of share premium 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 declare and pay dividends, the timing, amount and form of future dividends, if any, will depend on our future results of operations and cash flow, our capital requirements and surplus, the amount of distributions, if any, received by us from our subsidiaries, our financial condition, contractual restrictions and other factors deemed relevant by our board of directors. Accordingly, the return on your investment in our ADSs will likely depend entirely upon any future price appreciation of our ADSs. There is no guarantee that our ADSs will appreciate in value after this offering or even maintain the price at which you purchased the ADSs. You may not realize a return on your investment in our ADSs and you may even lose your entire investment in our ADSs.

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

Sales of our ADSs in the public market after this offering, or the perception that these sales could occur, could cause the market price of our ADSs to decline. Upon completion of this offering, we will have ordinary shares issued and outstanding, including ordinary shares represented by ADSs, assuming the underwriters do not exercise their over-allotment option. All ADSs sold in this offering will be freely transferable without restriction or additional registration under the United States Securities Act of 1933, as amended, or the Securities Act. The remaining ordinary shares issued and

[Table of Contents](#)

outstanding after this offering will be available for sale, upon the expiration of the 180-day lock-up period beginning from the date of this prospectus, subject to volume and other restrictions as applicable under Rules 144 and 701 under the Securities Act. Any or all of these shares may be released prior to the expiration of the lock-up period at the discretion of the representatives of the underwriters of this offering. To the extent shares are released before the expiration of the lock-up period and sold into the market, the market price of our ADSs could decline.

After completion of this offering, certain holders of our ordinary shares may cause us to register under the Securities Act the sale of their shares, subject to the 180-day lock-up period in connection with this offering. Registration of these shares under the Securities Act would result in ADSs representing these shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration. Sales of these registered shares in the form of ADSs in the public market could cause the price of our ADSs to decline.

[The voting rights of holders of ADSs are limited by the terms of the deposit agreement, and you may not be able to exercise the same rights as our shareholders.]

Holders of ADSs do not have the same rights as our shareholders. As a holder of our ADSs, you will not have any direct right to attend general meetings of our shareholders or to cast any votes at such meetings. As an ADS holder, you will only be able to exercise the voting rights carried by the underlying ordinary shares which are represented by your ADSs indirectly by giving voting instructions to the depositary in accordance with the provisions of the deposit agreement. Under the deposit agreement, you may vote only by giving voting instructions to the depositary. Upon receipt of your voting instructions, the depositary will try, as far as is practicable, to vote the ordinary shares underlying your ADSs in accordance with your instructions. If we ask for your instructions, then upon receipt of your voting instructions, the depositary will try to vote the underlying ordinary shares in accordance with these instructions. If we do not instruct the depositary to ask for your instructions, the depositary may still vote in accordance with instructions you give, but it is not required to do so. You will not be able to directly exercise your right to vote with respect to the underlying ordinary shares unless you withdraw the shares, and become the registered holder of such shares prior to the record date for the general meeting. When a general meeting is convened, you may not receive sufficient advance notice of the meeting to withdraw the shares underlying your ADSs and become the registered holder of such shares to allow you to attend the general meeting and to vote directly with respect to any specific matter or resolution to be considered and voted upon at the general meeting. In addition, under our post-offering memorandum and articles of association that will become effective immediately prior to completion of this offering, for the purposes of determining those shareholders who are entitled to attend and vote at any general meeting, our directors may close our register of members and/or fix in advance a record date for such meeting, and such closure of our register of members or the setting of such a record date may prevent you from withdrawing the ordinary shares underlying your ADSs and becoming the registered holder of such shares prior to the record date, so that you would not be able to attend the general meeting or to vote directly. If we ask for your instructions, the depositary will notify you of the upcoming vote and will arrange to deliver our voting materials to you. We [have agreed] to give the depositary notice of shareholder meetings sufficiently in advance of such meetings. Nevertheless, we cannot assure you that you will receive the voting materials in time to ensure that you can instruct the depositary to vote the underlying ordinary shares represented by your ADSs. In addition, the depositary and its agents are not responsible for failing to carry out voting instructions or for their manner of carrying out your voting instructions. This means that you may not be able to exercise your right to direct how the shares underlying your ADSs are voted and you may have no legal remedy if the shares underlying your ADSs are not voted as you requested. In addition, in your capacity as an ADS holder, you will not be able to call a shareholders' meeting. Except in limited circumstances, the depositary for our ADSs will give us a discretionary proxy to vote

the ordinary shares underlying your ADSs if you do not vote at shareholders' meetings, which could adversely affect your interests.

Under the deposit agreement for the ADSs, if you do not vote, the depositary will give us a discretionary proxy to vote the ordinary shares underlying your ADSs at shareholders' meetings unless:

- we have instructed the depositary that we do not wish a discretionary proxy to be given;
- we have informed the depositary that there is substantial opposition as to a matter to be voted on at the meeting;
- a matter to be voted on at the meeting would have a material adverse impact on shareholders; or
- the voting at the meeting is to be made on a show of hands.

The effect of this discretionary proxy is that you cannot prevent the ordinary shares underlying your ADSs from being voted, except under the circumstances described above. This may make it more difficult for ADS holders to influence the management of our company. Holders of our ordinary shares are not subject to this discretionary proxy.]

[Forum selection provisions in our post-offering memorandum and articles of association and our deposit agreement with the depositary bank could limit the ability of holders of our ordinary shares, ADSs or other securities to obtain a favorable judicial forum for disputes with us, our directors and officers, the depositary bank, and potentially others.]

Our post-offering memorandum and articles of association provide that [the federal district courts of the United States are the exclusive forum within the United States] for the resolution of any complaint asserting a cause of action arising under the Securities Act and the Exchange Act. Our agreement with the depositary bank also provides that [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)] is the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act or the Exchange Act. However, the enforceability of similar federal court choice of forum provisions has been challenged in legal proceedings in the United States, and it is possible that a court could find this type of provision to be inapplicable, unenforceable, or inconsistent with other documents that are relevant to the filing of such lawsuits. If a court were to find the federal choice of forum provision contained in our post-offering memorandum and articles of association or our deposit agreement with the depositary bank to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions. If upheld, the forum selection clause in our post-offering memorandum and articles of association, as well as the forum selection provisions in the deposit agreement, may limit a security-holder's ability to bring a claim against us, our directors and officers, the depositary bank, and potentially others in his or her preferred judicial forum, and this limitation may discourage such lawsuits. In addition, the Securities Act provides that both federal and state courts have jurisdiction over suits brought to enforce any duty or liability under the Securities Act or the rules and regulations thereunder. Accepting or consent to this forum selection provision does not constitute a waiver by you of compliance with federal securities laws and the rules and regulations thereunder. You may not waive compliance with federal securities laws and the rules and regulations thereunder. The exclusive forum provision in our post-offering memorandum and articles of association will not operate so as to deprive the courts of the Cayman Islands from having jurisdiction over matters relating to our internal affairs.]

[We are entitled to amend the deposit agreement and to change the rights of ADS holders under the terms of such agreement, or to terminate the deposit agreement, without the prior consent of the ADS holders.]

We are entitled to amend the deposit agreement and to change the rights of the ADS holders under the terms of such agreement, without the prior consent of the ADS holders. We and the depository may agree to amend the deposit agreement in any way we decide is necessary or advantageous to us. Amendments may reflect, among other things, operational changes in the ADS program, legal developments affecting ADSs or changes in the terms of our business relationship with the depository. In the event that the terms of an amendment impose or increase fees or charges (other than taxes and other governmental charges, registration fees, cable (including SWIFT) or facsimile transmission costs, delivery costs or other such expenses) or that would otherwise prejudice any substantial existing right of the ADS holders, such amendment will not become effective as to outstanding ADSs until the expiration of 30 days after notice of that amendment has been disseminated to the ADS holders, but no prior consent of the ADS holders is required under the deposit agreement. Furthermore, we may decide to terminate the ADS facility at any time for any reason. For example, terminations may occur when the ADSs are delisted from the stock exchange in the United States on which the ADSs are listed and we do not list the ADSs on another stock exchange in the United States, nor is there a symbol available for over-the-counter trading of the ADSs in the United States. If the ADS facility will terminate, ADS holders will receive at least 90 days' prior notice, but no prior consent is required from them. Under the circumstances that we decide to make an amendment to the deposit agreement that is disadvantageous to ADS holders or terminate the deposit agreement, the ADS holders may choose to sell their ADSs or surrender their ADSs and become direct holders of the underlying ordinary shares, but will have no right to any compensation whatsoever.]

[Your rights to pursue claims against the depository as a holder of ADSs are limited by the terms of the deposit agreement.]

Under the deposit agreement, any legal suit, action or proceeding against or involving us or the depository, arising out of or relating in any way to the deposit agreement or the transactions contemplated thereby or by virtue of owning the ADSs may only be instituted in [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, in the state courts in New York County, New York)], and you, as a holder of the ADSs, will have irrevocably waived any objection which you may have to the laying of venue of any such proceeding, and irrevocably submitted to the exclusive jurisdiction of such courts in any such action or proceeding. It is possible that a court could find this type of forum selection provision to be inapplicable, unenforceable, or inconsistent with other documents that are relevant to the filing of such lawsuits. For risks related to the enforceability of such exclusive forum selection provision, please see "—Forum selection provisions in our post-offering memorandum and articles of association and our deposit agreement with the depository bank could limit the ability of holders of our ordinary shares, ADSs or other securities to obtain a favorable judicial forum for disputes with us, our directors and officers, the depository bank, and potentially others." Accepting or consent to this forum selection provision does not constitute a waiver by you of compliance with federal securities laws and the rules and regulations thereunder. You may not waive compliance with federal securities laws and the rules and regulations thereunder.

The deposit agreement provides that the depository or an ADS holder may require any claim asserted by it against us arising out of or relating to our ordinary shares, the ADSs or the deposit agreement be referred to and finally settled by an arbitration conducted under the terms described in the deposit agreement, although the arbitration provisions do not preclude you from pursuing any claim, including claims under the Securities Act or the Exchange Act in [the United States District Court for the Southern District of New York (or such state courts if the United States District Court for the

Southern District of New York lacks subject matter jurisdiction)]. The exclusive forum selection provisions in the deposit agreement also do not affect the right of any party to the deposit agreement to elect to submit a claim against us to arbitration, or our duty to submit that claim to arbitration, as provided in the deposit agreement, or the right of any party to an arbitration under the deposit agreement, to commence an action to compel that arbitration, or to enter judgment upon or to enforce an award by the arbitrators, in any court having jurisdiction over an action of that kind. See "Description of American Depositary Shares" for more information.]

[You may not receive cash dividends if the depositary decides it is impractical to make them available to you.

The depositary will pay cash dividends on the ADSs only to the extent that we decide to distribute dividends on our ordinary shares or other deposited securities, and we do not have any present plan to pay any cash dividends on our ordinary shares in the foreseeable future. To the extent that there is a distribution, 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.]

[ADSs holders may not be entitled to a jury trial with respect to claims arising under the deposit agreement, which could result in less favorable outcomes to the plaintiff(s) in any such action.

The deposit agreement governing the ADSs representing our ordinary shares provides that, subject to the depositary's right to require a claim to be submitted to arbitration, [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, in the state courts in New York County, New York) have exclusive jurisdiction] to hear and determine claims arising under the deposit agreement (including claims arising under the Exchange Act or the Securities Act) and in that regard, to the fullest extent permitted by law, ADS holders waive the right to a jury trial of any claim they may have against us or the depositary arising out of or relating to our shares, the ADSs or the deposit agreement, including any claim under the U.S. federal securities laws, which may have the effect of limiting and discouraging lawsuits against us and/or the depositary. If a lawsuit is brought against us and/or the depositary under the deposit agreement, it may be heard only by a judge or justice of the applicable trial court, in which the trial would be conducted according to different civil procedures and may result in different outcomes than a trial by jury would have had, including results that could be less favorable to the plaintiff(s) in any such action. Also, we may amend or terminate the deposit agreement without your consent. If you continue to hold your ADSs after an amendment to the deposit agreement, you agree to be bound by the deposit agreement as amended.

If we or the depositary were to oppose a jury trial demand based on such waiver, the court would determine whether the waiver was enforceable in the facts and circumstances of that case in accordance with applicable state and federal law. To our knowledge, the enforceability of a contractual pre-dispute jury trial waiver in connection with claims arising under the federal securities laws has not been finally adjudicated by the United States Supreme Court. However, we believe that a contractual pre-dispute jury trial waiver provision is generally enforceable, including under the laws of the State of New York, which govern the deposit agreement. In determining whether to enforce a contractual pre-dispute jury trial waiver provision, courts will generally consider whether a party knowingly, intelligently and voluntarily waived the right to a jury trial. We believe that this is the case with respect

[Table of Contents](#)

to the deposit agreement and the ADSs. It is advisable that you consult legal counsel regarding the jury waiver provision before investing in the ADSs.

Nevertheless, if this jury trial waiver provision is not enforced, to the extent a court action proceeds, it would proceed under the terms of the deposit agreement with a jury trial. No condition, stipulation or provision of the deposit agreement or ADSs serves as a waiver by any holder or beneficial owner of ADSs or by us or the depository of compliance with any substantive provision of the U.S. federal securities laws and the rules and regulations promulgated thereunder.]

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, the Companies Act (2021 Revision) of the Cayman Islands, which we refer to as the Companies Act, and the common law of the Cayman Islands. The rights of shareholders to take action against our directors, actions by our minority shareholders and the fiduciary duties of our directors to us 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 common law of England, the decisions of whose courts are 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 less developed body of securities laws than the United States. Some U.S. states, such as Delaware, have more fully developed and judicially interpreted bodies of corporate law than the Cayman Islands. In addition, Cayman Islands companies may not have standing to initiate a shareholder derivative action in a federal court of the United States.

Shareholders of Cayman Islands exempted companies like us have no general rights under Cayman Islands law to inspect corporate records (other than copies of the memorandum and articles of association, the register of mortgages and charges and any special resolutions passed by the shareholders) or to obtain copies of lists of shareholders of these companies. Our directors have discretion under our post-offering articles of association that will become effective immediately prior to completion of this offering 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 motion or to solicit proxies from other shareholders in connection with a proxy contest.

As a result of all of the above, our public shareholders may have more difficulty in protecting their interests in the face of actions taken by management, members of the board of directors or controlling shareholders than they would as public shareholders of a company incorporated in the United States. For a discussion of significant differences between the provisions of the Companies Act and the laws applicable to companies incorporated in the United States and their shareholders, see “Description of Share Capital—Differences in Corporate Law.”

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

Your ADSs are transferable on the books of the depository. However, the depository 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. The depository may close its books from time to time for a number of reasons, including in connection with corporate events such as a rights offering, during which time the

depository needs to maintain an exact number of ADS holders on its books for a specified period. The depository may also close its books in emergencies, and on weekends and public holidays. In addition, the depository may refuse to deliver, transfer or register transfers of ADSs generally when our books or the books of the depository are closed, or at any time if we or the depository deems it advisable to do so because of any requirement of law or of any government or governmental body, or under any provision of the deposit agreement, or for any other reason.

Your right to participate in any future rights offerings may be limited, which may cause dilution to your holdings.

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 depository 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 such a registration statement to be declared effective and we may not be able to establish a necessary exemption from registration under the Securities Act. Accordingly, you may be unable to participate in our rights offerings and may experience dilution in your holdings.

You may experience difficulties in effecting service of legal process, enforcing foreign judgments or bringing actions in China against us or our management named in the prospectus based on foreign laws.

We are an exempted company incorporated under the laws of the Cayman Islands, however, we conduct almost all of our operations outside the United States and a majority of our assets are located in China. In addition, almost all our directors and officers reside within China for a significant portion of the time and almost all of them are PRC nationals. As a result, it may be difficult for you to effect service of process upon us or our management residing in China in the event that you believe that your rights have been infringed under the U.S. federal securities laws or otherwise. Even if you are successful in bringing an action of this kind, the laws of the Cayman Islands and of the PRC may render you unable to enforce a judgment against our assets or the assets of our directors and officers. In addition, China does not have treaties providing for reciprocal recognition and enforcement of judgments of courts with the Cayman Islands and many other countries and regions. Therefore, recognition and enforcement in China of judgments of a court in any of these non-PRC jurisdictions in relation to any matter not subject to a binding arbitration provision may be difficult or impossible.

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 the authorities in China 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 United States may not be efficient in the absence of mutual and practical cooperation mechanism. Furthermore, according to Article 177 of the PRC Securities Law, 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. See also “—Risks Related to the ADSs and This Offering—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” for risks associated with investing in us as a Cayman Islands company.

We have not determined a specific use for a portion of the net proceeds from this offering and we may use these proceeds in ways with which you may not agree.

We have not determined a specific use for a portion of the net proceeds of this offering, and our management will have considerable discretion in deciding how to apply these proceeds. You will not have the opportunity to assess whether the proceeds are being used appropriately before you make your investment decision. You must rely on the judgment of our management regarding the application of the net proceeds of this offering. We cannot assure you that the net proceeds will be used in a manner that would improve our results of operations or increase our ADS price, nor that these net proceeds will be placed only in investments that generate income or appreciate in value.

The post-offering memorandum and articles of association that will become effective immediately prior to the completion of this offering will contain anti-takeover provisions that could discourage a third party from acquiring us and adversely affect the rights of holders of our ordinary shares and the ADSs.

We will adopt a further amended and restated memorandum and articles of association that will become effective immediately prior to the completion of this offering, which we refer to as our post-offering memorandum and articles of association. Our post-offering memorandum and articles of association will contain provisions to limit the ability of others to acquire control of our company or cause us to engage in change of control transactions. These provisions could have the effect of depriving our shareholders of an opportunity to sell their shares at a premium over prevailing market prices by discouraging third parties from seeking to obtain control of our company in a tender offer or similar transaction. Our board of directors has the authority, without further action by our shareholders, to issue preferred shares in one or more series and to fix their designations, powers, preferences, privileges, and relative participating, optional or special rights and the qualifications, limitations or restrictions, including dividend rights, conversion rights, voting rights, terms of redemption and liquidation preferences, any or all of which may be greater than the rights associated with our ordinary shares, in the form of ADS or otherwise. Preferred shares could be issued quickly with terms calculated to delay or prevent a change in control of our company or make removal of management more difficult. If our board of directors decides to issue preferred shares, the price of our ADSs may fall and the voting and other rights of the holders of our ordinary shares and ADSs may be materially and adversely affected.

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.

Because we qualify as a foreign private issuer under the Exchange Act, we are 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;

Table of Contents

- 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 will be required to file an annual report on Form 20-F within four months of the end of each fiscal year. In addition, we intend to publish our results on a quarterly basis as press releases, distributed pursuant to the rules and regulations of the New York Stock Exchange. Press releases relating to financial results and material events will also be furnished to the SEC on Form 6-K. However, the information we are required to file with or furnish to the SEC will be 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.

As an exempted company incorporated in the Cayman Islands, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from the corporate governance requirements of the New York Stock Exchange; these practices may afford less protection to shareholders than they would enjoy if we complied fully with the corporate governance requirements of the New York Stock Exchange.

As a Cayman Islands company listed on the New York Stock Exchange, we are subject to the corporate governance listing standards of the New York Stock Exchange. However, rules of the New York Stock Exchange permit a foreign private issuer like us to follow the corporate governance practices of its home country. Certain corporate governance practices in the Cayman Islands, which is our home country, may differ significantly from the corporate governance listing standards of the New York Stock Exchange. If we choose to follow home country practices in the future, our shareholders may be afforded less protection than they would otherwise enjoy under the corporate governance listing standards of the New York Stock Exchange that are applicable to U.S. domestic issuers.

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

A non-U.S. corporation, such as our company, will generally be classified as a “passive foreign investment company,” or “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 or (ii) 50% or more of its assets (generally determined on the basis of a quarterly average) during such year produce or are held for the production of passive income. Although the law in this regard is not entirely clear, we treat our VIEs and their subsidiaries as being owned by us for U.S. federal income tax purposes because we control their management decisions and are entitled to substantially all of the economic benefits associated with them. As a result, we consolidate their results of operations in our consolidated U.S. GAAP financial statements. If it were determined, however, that we are not the owner of our VIEs and their subsidiaries for U.S. federal income tax purposes, we may be treated as a PFIC for the current taxable year and any future taxable year. Assuming that we are the owner of our VIEs and their subsidiaries for U.S. federal income tax purposes, and, based upon our current and projected income and assets, including the expected cash proceeds from this offering, and projections as to the value of our assets, taking into account the projected market value of our ADSs following this offering, we do not presently 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 price of our ADSs 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 including cash raised in this offering.

If we are classified as a PFIC for any taxable year during which a U.S. Holder (as defined in “Taxation—United States Federal Income Tax Considerations”) holds our ADSs or ordinary shares, the PFIC tax rules discussed under “Taxation—United States Federal Income Tax Considerations—Passive Foreign Investment Company Rules” will generally apply to such U.S. Holder for such taxable year and, unless the U.S. Holder makes a “mark-to-market” election, will apply in future years even if we cease to be a PFIC. See the discussion under “Taxation—United States Federal Income Tax Considerations—Passive Foreign Investment Company Rules” concerning the U.S. federal income tax considerations of an investment in our ADSs or ordinary shares if we are or become classified as a PFIC and the possibility of making such election.

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

As a company with less than US\$1.07 billion in revenues for our last fiscal year, we qualify as 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 do not plan 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.

We will incur increased costs and become subject to additional rules and regulations as a result of being a public company, particularly after we cease to qualify as an “emerging growth company.”

Upon completion of this offering, we will become a public company and expect to incur significant legal, accounting and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act of 2002, as well as rules subsequently implemented by the Securities and Exchange Commission, or the SEC, the New York Stock Exchange, impose various requirements on the corporate governance practices of public companies. We expect these rules and regulations to increase our legal and financial compliance costs and to make some corporate activities more time-consuming and costly.

As a result of becoming a public company, we will need to increase the number of independent directors and adopt policies regarding internal controls and disclosure controls and procedures. We also expect that operating as a public company will make it more difficult and more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced policy limits

[Table of Contents](#)

and coverage or incur substantially higher costs to obtain the same or similar coverage. In addition, we will incur additional costs associated with our public company reporting requirements. It may also be more difficult for us to find qualified persons to serve on our board of directors or as executive officers. We are currently evaluating and monitoring developments with respect to these rules and regulations, and we cannot predict or estimate with any degree of certainty the number of additional costs we may incur or the timing of such costs.

In the past, shareholders of a public company often brought securities class action suits against the company following periods of instability in the market price of that company's securities. If we were to be involved in a class action suit, it would possibly divert a significant amount of our management's attention and other resources from our business and operations, which could harm our results of operations and require us to incur significant expenses to defend the suit. 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, we may be required to pay significant damages, which could have a material and adverse effect on our financial condition and results of operations.

In addition, as an emerging growth company, we will still incur expenses in relation to management assessment according to requirements of Section 404(a) of the Sarbanes-Oxley Act of 2002. After we are no longer an "emerging growth company," we expect to incur additional significant expenses and devote substantial management effort toward ensuring compliance with the requirements of Section 404(b) of the Sarbanes-Oxley Act of 2002 and the other rules and regulations of the SEC.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that reflect our current expectations and views of future events. The forward-looking statements are contained principally in the sections entitled “Prospectus Summary,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business.” Known and unknown risks, uncertainties and other factors, including those listed under “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 some of these forward-looking statements by words or phrases such as “may,” “will,” “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 that we believe may affect our financial condition, results of operations, business strategy and financial needs. These forward-looking statements include statements relating to:

- our mission, goals and strategies;
- our future business development, financial conditions and results of operations;
- the expected growth of the pre-owned consumer electronics transactions and services market;
- our expectations regarding demand for our products and services;
- our expectations regarding our relationships with our consumers, third-party merchants, business partners, and other third parties;
- competition in our industry;
- our proposed use of proceeds;
- relevant government policies and regulations relating to our business; and
- general economic and business conditions globally and in China.

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 “Prospectus Summary—Our Challenges,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Business,” “Regulation” and other sections in this prospectus. You should read thoroughly this prospectus and the documents that we refer to 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.

This prospectus contains certain data and information that we obtained from various government and private publications. Statistical data in these publications also include projections based on a number of assumptions. The pre-owned consumer electronics market may not grow at the rate projected by market data, or at all. Failure of this market to grow at the projected rate may have a material and adverse effect on our business and the market price of the ADSs. In addition, the rapidly evolving nature of this industry results in significant uncertainties for any projections or estimates relating to the growth prospects or future condition of our market. Furthermore, if any one or more of the assumptions underlying the market data are later found to be incorrect, actual results may differ from the projections based on these assumptions. You should not place undue reliance on these forward-looking statements.

[Table of Contents](#)

The forward-looking statements made in this prospectus relate only to events or information as of the date on which the statements are made in this prospectus. Except as required by law, we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events. You should read this prospectus and the documents that we refer to in this prospectus and have filed as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from what we expect.

USE OF PROCEEDS

We estimate that we will receive net proceeds from this offering of approximately US\$, or approximately US\$ if the underwriters exercise their over-allotment option in full, after deducting underwriting discounts and commissions and the estimated offering expenses payable by us. These estimates are based upon an assumed initial public offering price of US\$ per ADS, which is the midpoint of the price range shown on the front page of this prospectus. A US\$1.00 increase (decrease) in the assumed initial public offering price of US\$ per ADS would increase (decrease) the net proceeds to us from this offering by US\$, assuming the number of ADSs offered by us, as set forth on the front cover of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated expenses payable by us.

The primary purposes of this offering are to create a public market for our shares for the benefit of all shareholders, retain talented employees by providing them with equity incentives and obtain additional capital. We plan to use the net proceeds of this offering to expand our business operations as follows:

- approximately 20% to further improve our technology capabilities;
- approximately 30% to diversify service offerings on our platform;
- approximately 30% to further expand our AHS store network and develop new sales channels for Paipai Marketplace; and
- approximately 20% for general corporate purposes, which may include investing in sales and marketing activities, and funding working capital needs and potential strategic investments and acquisitions. As of the date of this prospectus, we have not identified any specific targets for any acquisition of assets or businesses.

The foregoing represents our current intentions based upon our present plans and business conditions to use and allocate the net proceeds of this offering. Our management, however, will have significant flexibility and discretion to apply the net proceeds of this offering. If an unforeseen event occurs or business conditions change, we may use the proceeds of this offering differently than as described in this prospectus. See “Risk Factors—Risks Related to the ADSs and This Offering—We have not determined a specific use for a portion of the net proceeds from this offering and we may use these proceeds in ways with which you may not agree.”

Pending any use described above, we plan to invest the net proceeds in short-term, interest-bearing, debt instruments or demand deposits.

In using the proceeds of this offering, we are permitted under PRC laws and regulations as an offshore holding company to provide funding to our PRC subsidiaries only through loans or capital contributions and to our VIEs only through loans, subject to satisfaction of applicable government registration and approval requirements. We cannot assure you that we will be able to obtain these government registrations or approvals on a timely basis, or at all. See “Risk Factors—Risks Related to Doing Business in China—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 using the proceeds of this offering to make loans or additional capital contributions to our PRC subsidiaries and our VIEs in China, which could materially and adversely affect our liquidity and our ability to fund and expand our business.”

[We will not receive any of the proceeds from the sale of ADSs by the selling shareholders.]

DIVIDEND POLICY

Our board of directors has discretion on whether to distribute dividends, subject to certain requirements of Cayman Islands law. In addition, our shareholders may by ordinary resolution declare a dividend, but no dividend may exceed the amount recommended by our board of directors. In either case, all dividends are subject to certain restrictions under Cayman Islands law, namely that our company may only pay dividends out of profits or share premium, and provided always 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. Even if we decide 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.

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

We are a holding company incorporated in the Cayman Islands. We may rely on dividends from our subsidiaries in China for our cash requirements, including any payment of dividends to our shareholders. PRC regulations may restrict the ability of our PRC subsidiaries to pay dividends to us. See “Regulation—Regulations Relating to Dividend Distribution.”

If we pay any dividends on our ordinary shares, we will pay those dividends which are payable in respect of the ordinary shares underlying the ADSs to the depository, as the registered holder of such ordinary shares, and the depository then will pay such amounts to the ADS holders in proportion to the ordinary shares underlying the ADSs held by such ADS holders, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. See “Description of American Depositary Shares.” Cash dividends on our ordinary shares, if any, will be paid in U.S. dollars.

CAPITALIZATION

The following table sets forth our capitalization as of December 31, 2020:

- on an actual basis;
- on a pro forma basis to reflect the automatic conversion of all of our issued and outstanding preferred shares into ordinary shares on a one-for-one basis upon the completion of this offering; and
- on a pro forma as adjusted basis to reflect (i) the automatic conversion of all of our issued and outstanding preferred shares into ordinary shares on a one-for-one basis upon the completion of this offering, and (ii) the sale of ordinary shares in the form of ADSs by us in this offering at an assumed initial public offering price of US\$ per ADS, which is the midpoint of the estimated range of the initial public offering price shown on the front cover of this prospectus, after deducting the underwriting discounts and commissions and estimated offering expenses payable by us, assuming the underwriters do not exercise the over-allotment option.

You should read this table together with our consolidated financial statements and the related notes included elsewhere in this prospectus and the information under “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

	As of December 31, 2020					
	Actual		Pro Forma		Pro Forma As Adjusted ⁽¹⁾	
	RMB	US\$	(in thousands)		RMB	US
			RMB	US\$		
Mezzanine Equity:						
Series A preferred shares (US\$0.001 par value, 9,497,040 shares authorized, issued and outstanding as of December 31, 2020)	445,275	68,241			—	—
Series B preferred shares (US\$0.001 par value, 7,586,836 shares authorized, issued and outstanding as of December 31, 2020)	361,633	55,423			—	—
Series C preferred shares (US\$0.001 par value, 44,226,287 shares authorized, 33,320,256 issued and outstanding as of December 31, 2020)	1,705,435	261,369			—	—
Series D preferred shares (US\$0.001 par value, 10,068,160 shares authorized, issued and outstanding as of December 31, 2020)	1,153,593	176,796			—	—
Series E preferred shares (US\$0.001 par value, 36,122,625 shares authorized, 34,225,014 issued and outstanding as of December 31, 2020)	5,213,958	799,074			—	—
Total mezzanine equity	8,879,894	1,360,903			—	—
Shareholders’ Deficit:						
Ordinary shares (US\$0.001 par value, 192,499,052 shares authorized, 18,782,620 shares issued and outstanding as of December 31, 2020)	11	2				
Additional paid-in capital ⁽²⁾	—	—				
Accumulated deficit	(5,213,773)	(799,046)				
Accumulated other comprehensive income	2,083	319				
Total shareholders’ deficit⁽²⁾	(5,211,679)	(798,725)				
Total mezzanine equity and shareholders’ deficit	3,668,215	562,179				
Total capitalization⁽²⁾	3,668,215	562,179				

(1) The pro forma as adjusted information discussed above is illustrative only. Our additional paid-in capital, accumulated deficit, accumulated other comprehensive income, total shareholder’s deficit and total capitalization following the completion

[Table of Contents](#)

- of this offering are subject to adjustment based on the actual initial public offering price and other terms of this offering determined at pricing.
- (2) A US\$1.00 increase (decrease) in the assumed initial public offering price of US\$ per ADS, which is the midpoint of the estimated range of the initial public offering price shown on the cover page of this prospectus, would increase (decrease) each of additional paid-in capital, total shareholders' deficit, and total capitalization by US\$ million.

DILUTION

If you invest in the ADSs, your interest will be diluted to the extent of the difference between the initial public offering price per ADS and our net tangible book value per ADS after this offering. Dilution results from the fact that the initial public offering price per ordinary share is substantially in excess of the book value per ordinary share attributable to the existing shareholders for our presently outstanding ordinary shares.

Our net tangible book value as of December 31, 2020 was approximately US\$76.2 million, representing US\$4.1 per ordinary share as of that date and US\$ per ADS, or US\$ per ordinary share and US\$ per ADS on a pro forma basis. Net tangible book value represents the amount of our total consolidated tangible assets, less the amount of our total consolidated liabilities. Pro forma net tangible book value per ordinary share is calculated after giving effect to the automatic conversion of all of our issued and outstanding convertible preference shares. Dilution is determined by subtracting pro forma net tangible book value per ordinary share, after giving effect to the additional proceeds we will receive from this offering, from the assumed initial public offering price of US\$ per ordinary share, which is the midpoint of the estimated initial public offering price range set forth on the front cover of this prospectus adjusted to reflect the ADS-to-ordinary share ratio, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

Without taking into account any other changes in pro forma net tangible book value after December 31, 2020, other than to give effect to our sale of the ADSs offered in this offering at the assumed initial public offering price of US\$ per ADS, which is the midpoint of the estimated initial public offering price range, after deduction of the underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of December 31, 2020 would have been US\$, or US\$ per ordinary share and US\$ per ADS. This represents an immediate increase in net tangible book value of US\$ per ordinary share and US\$ per ADS to the existing shareholders and an immediate dilution in net tangible book value of US\$ per ordinary share and US\$ per ADS to investors purchasing ADSs in this offering. The following table illustrates such dilution:

	Per Ordinary Share	Per ADS
Assumed initial public offering price	US\$	US\$
Net tangible book value as of December 31, 2020	US\$	US\$
Pro forma net tangible book value after giving effect to the conversion of our preferred shares	US\$	US\$
Pro forma as adjusted net tangible book value after giving effect to the conversion of our preferred shares and this offering	US\$	US\$
Amount of dilution in net tangible book value to new investors in this offering	US\$	US\$

A US\$1.00 increase (decrease) in the assumed initial public offering price of US\$ per ADS would increase (decrease) our pro forma as adjusted net tangible book value after giving effect to this offering by US\$, the pro forma as adjusted net tangible book value per ordinary share and per ADS after giving effect to this offering by US\$ per ordinary share and US\$ per ADS and the dilution in pro forma as adjusted net tangible book value per ordinary share and per ADS to new investors in this offering by US\$ per ordinary share and US\$ per ADS, assuming no change to the number of ADSs offered by us as set forth on the front cover of this prospectus, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

[Table of Contents](#)

The following table summarizes, on a pro forma as adjusted basis as of December 31, 2020, the differences between existing shareholders and the new investors with respect to the number of ordinary shares (in the form of ADSs or shares) purchased from us, the total consideration paid and the average price per ordinary share and per ADS paid before deducting the underwriting discounts and commissions and estimated offering expenses payable by us. The total number of ordinary shares does not include ordinary shares underlying the ADSs issuable upon the exercise of the over-allotment option granted to the underwriters.

	Ordinary Shares Purchased		Total Consideration		Average Price Per Ordinary Share	Average Price Per ADS
	Number	Percent	Amount	Percent		
Existing shareholders			US\$	%	US\$	US\$
New investors			US\$	%	US\$	US\$
Total			US\$	100.0%		

The pro forma as adjusted information discussed above is illustrative only. Our net tangible book value following the completion of this offering is subject to adjustment based on the actual initial public offering price of the ADSs and other terms of this offering determined at pricing.

The discussion and tables above assume no exercise of any share options outstanding as of the date of this prospectus. As of the date of this prospectus, there are 19,728,141 ordinary shares issuable upon exercise of outstanding share options with exercise prices ranging from US\$0.03 per share to US\$2.8 per share, and there are 2,192,823 ordinary shares available for future issuance upon the exercise of future grants under our 2016 Plan. As of the date of this prospectus, there are 2,964,091 ordinary shares to be issued for vested restricted share units, and there are 3,211,098 ordinary shares available for future issuance upon the exercise/vesting of future grants under our 2021 Plan. To the extent that any of these options are exercised, there will be further dilution to new investors.

ENFORCEABILITY OF CIVIL LIABILITIES

Cayman Islands

We are incorporated under the laws of the Cayman Islands as an exempted company with limited liability. We are incorporated in the Cayman Islands to take advantage of certain benefits associated with being a Cayman Islands exempted company, such as:

- political and economic stability;
- an effective judicial system;
- a favorable tax system;
- the absence of exchange control or currency restrictions; and
- the availability of professional and support services.

However, certain disadvantages accompany incorporation in the Cayman Islands. These disadvantages include but are not limited to:

- the Cayman Islands has a less developed body of securities laws as compared to the United States and these securities laws provide significantly less protection to investors as compared to the United States; and
- Cayman Islands companies may not have standing to sue before the federal courts of the United States.

Our constitutional documents do not contain provisions requiring that disputes, including those arising under the securities laws of the United States, between us, our officers, directors and shareholders, be arbitrated.

A majority of our assets and operations are located in China. All of our directors and officers are nationals or residents of jurisdictions other than the United States and most of their assets are located outside the United States. As a result, it may be difficult for a shareholder to effect service of process within the United States upon these individuals, or to bring an action against us or these individuals in the United States, or to enforce against us or them judgments obtained in United States courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States.

We have appointed _____, located at _____, as our agent upon whom process may be served in any action brought against us under the securities laws of the United States.

Maples and Calder (Hong Kong) LLP, our Cayman Islands counsel, has advised us that there is uncertainty as to whether the courts of the Cayman Islands would (i) recognize or enforce judgments of U.S. courts obtained against us or our directors or officers that are predicated upon the civil liability provisions of the federal securities laws of the United States or the securities laws of any state in the United States, or (ii) entertain original actions brought in the Cayman Islands against us or our directors or officers that are predicated upon the federal securities laws of the United States or the securities laws of any state in the United States.

Maples and Calder (Hong Kong) LLP has informed us that although there is no statutory enforcement in the Cayman Islands of judgments obtained in the federal or state courts of the United States (and the Cayman Islands are not a party to any treaties for the reciprocal enforcement or recognition of such judgments), the courts of the Cayman Islands will, at common law, recognize and enforce a foreign money judgment of a foreign court of competent jurisdiction without any

re-examination of the merits of the underlying dispute based on the principle that the judgment of the competent foreign court imposes upon the judgment debtor a liability to pay a liquidated sum for which such judgment has been given, provided such judgment (i) is final and conclusive, (ii) is not in respect of taxes, a fine or a penalty, and (iii) was not obtained in a manner and is not of a kind the enforcement of which is contrary to natural justice or the public policy of the Cayman Islands. However, the Cayman Islands courts are unlikely to enforce a judgment obtained from the U.S. courts under civil liability provisions of the U.S. federal securities law if such judgment is determined by the courts of the Cayman Islands to give rise to obligations to make payments that are penal or punitive in nature. A Cayman Islands court may stay enforcement proceedings if concurrent proceedings are being brought elsewhere.

PRC

Han Kun Law Offices, our PRC counsel, has advised us that there is uncertainty as to whether the courts of China would:

- recognize or enforce judgments of United States courts obtained against us or our directors or officers predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States; or
- entertain original actions brought in each respective jurisdiction against us or our directors or officers predicated upon the securities laws of the United States or any state in the United States.

Han Kun Law Offices has further advised us that the recognition and enforcement of foreign judgments are provided for under the PRC Civil Procedures Law. PRC courts may recognize and enforce foreign judgments in accordance with the requirements of the PRC Civil Procedures Law based either on treaties between China and the country where the judgment is made or on principles of reciprocity between jurisdictions. China does not have any treaties or other forms of written reciprocity with the United States or the Cayman Islands that provide for the reciprocal recognition and enforcement of foreign judgments. In addition, according to the PRC Civil Procedures Law, courts in the PRC will not enforce a foreign judgment against us or our directors and officers if they decide that the judgment violates the basic principles of PRC law or national sovereignty, security, or public interest. As a result, it is uncertain whether and on what basis a PRC court would enforce a judgment rendered by a court in the United States or in the Cayman Islands. Under the PRC Civil Procedures Law, foreign shareholders may originate actions based on PRC law against a company in China for disputes if they can establish sufficient nexus to the PRC for a PRC court to have jurisdiction, and meet other procedural requirements, including, among others, the plaintiff must have a direct interest in the case, and there must be a concrete claim, a factual basis and a cause for the suit. It will be, however, difficult for U.S. shareholders to originate actions against us in the PRC in accordance with PRC laws because we are incorporated under the laws of the Cayman Islands and it will be difficult for U.S. shareholders, by virtue only of holding the ADSs or ordinary shares, to establish a connection to the PRC for a PRC court to have jurisdiction as required under the PRC Civil Procedures Law.

CORPORATE HISTORY AND STRUCTURE

We commenced our operations in 2011 by procuring pre-owned phones and other consumer electronics from consumers through AHS Recycle. In 2014, we expanded to offline channels by opening self-operated AHS stores in popular shopping malls. In 2015, we started cooperating with e-commerce platforms such as JD.com, and consumer electronics brands such as Xiaomi, to attract their user traffic to our offline AHS stores for trade-in. In an attempt to further leverage our supply chain capabilities and quality inspection, grading and pricing capability accumulated in years of our business operations, in late 2017, we launched PJT Marketplace, an online bidding platform where AHS Recycle and third-party merchants sell pre-owned consumer electronics to buyers, primarily small merchants and retailers, and, in 2019, we acquired Paipai Marketplace, a B2C transaction platform for pre-owned products, from JD Group.

To facilitate our offshore financing, we established our offshore holding structure during the period from November 2011 to August 2012. Specifically, we established AiHuiShou International Co. Ltd., our current holding company, in Cayman Islands in November 2011. Our Cayman holding company further established AiHuiShou International Company Limited, or AiHuiShou HK, as its wholly-owned subsidiary in Hong Kong in January 2012. In August 2012, AiHuiShou HK further established a wholly-owned subsidiary, Shanghai Aihui Trading Co., Ltd., or Shanghai Aihui, in China.

After we established our offshore holding structure in August 2012, we obtained control over Shanghai Wanwuxinsheng Environmental Protection Technology Group Co., Ltd., or Shanghai Wanwuxinsheng, a company jointly established by Mr. Kerry Xuefeng Chen and Mr. Wenjun Sun in China in May 2010 under the name of Shanghai Yueyee Network Information Technology Co., Ltd. (上海悦易网络信息技术有限公司), by entering into a set of contractual arrangements between Shanghai Aihui, Shanghai Wanwuxinsheng and the shareholders of Shanghai Wanwuxinsheng in August 2012. The contractual arrangements were supplemented, amended or restated several times and the latest set of contractual arrangements consist of (i) the exclusive technology consulting and management service agreement and a supplement agreement allowing us to receive all economic benefits of Shanghai Wanwuxinsheng, (ii) the business operation agreement allowing us to control the business operations and management of Shanghai Wanwuxinsheng, (iii) the third amended and restated option purchase agreements granting us an option to acquire all equity interests of Shanghai Wanwuxinsheng, (iv) the third amended and restated share pledge agreement pledging us all equity interests of Shanghai Wanwuxinsheng to guarantee the performance of obligations by Shanghai Wanwuxinsheng and its shareholders under the contractual arrangements, (v) the voting proxy agreement granting us all rights as the shareholders of Shanghai Wanwuxinsheng, (vi) the amended and restated powers of attorney executed by each of the shareholders of Shanghai Wanwuxinsheng irrevocably delegating us the full power to act as shareholders of Shanghai Wanwuxinsheng, and (vii) the spousal consent letters executed by each of the spouses of Mr. Kerry Xuefeng Chen and Mr. Wenjun Sun. Shanghai Wanwuxinsheng is the primary entity through which we carry out our research and development activities and innovation and provide back office supports to our business operations.

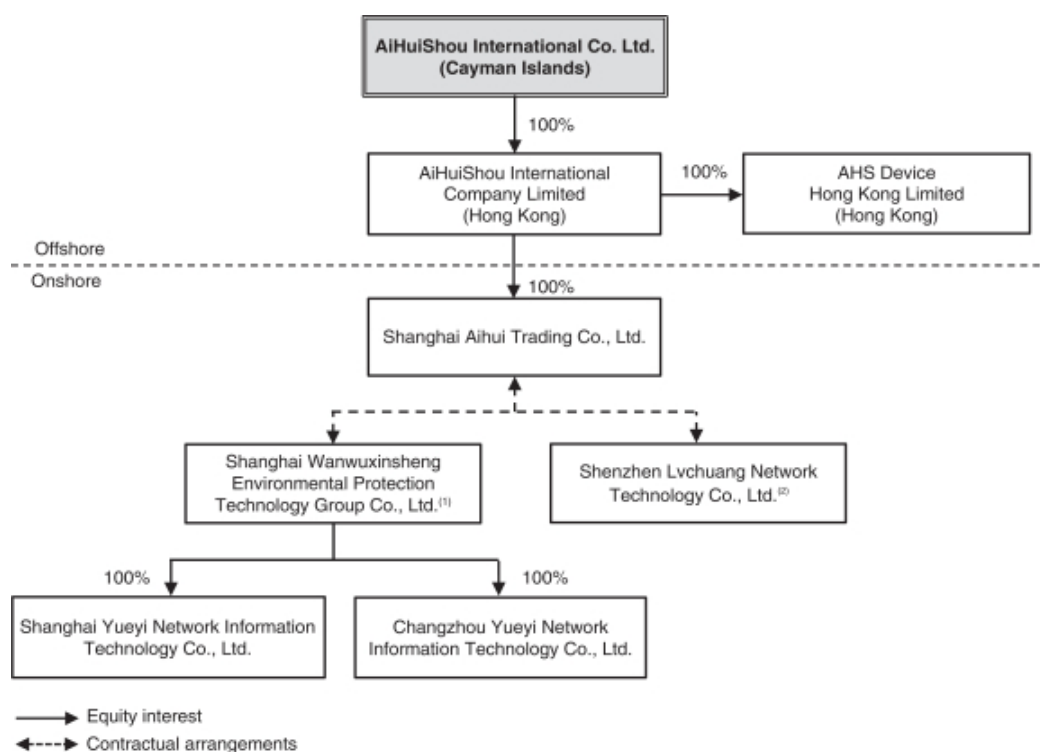
Shanghai Wanwuxinsheng further established in China (i) Shanghai Yueyi Network Information Technology Co., Ltd. (上海悦亿网络信息技术有限公司) in September 2015 and (ii) Changzhou Yueyi Network Information Technology Co., Ltd., or Changzhou Yueyi, in June 2017. Shanghai Yueyi mainly operates our own offline AHS stores in the AHS store network and our PJT and Paipai online marketplaces, as well as other innovative businesses. Changzhou Yueyi mainly engages in the collection of pre-owned consumer electronics sourced from JD Group's e-commerce platforms, our brand partners and distributor partners.

In March 2017, we started to expand our business to overseas market and established AHS Device Hong Kong (formerly known as Shanghai Yueyi Network (HK) Co., Limited and Aihuishou

Table of Contents

Global Co., Limited), or AHS Device HK, in Hong Kong as the primarily entity operating our overseas business.

The following diagram illustrates our corporate structure as of the date of this prospectus consisting of our principal subsidiaries, our variable interest entities and principal subsidiaries of our variable interest entities.



(1) Shanghai Wanwuxinsheng Environmental Protection Technology Group Co., Ltd. is 72.3425% owned by Mr. Kerry Xuefeng Chen, our co-founder, chairman and chief executive officer, and 27.6575% owned by Mr. Wenjun Sun, our co-founder and director.

(2) Shenzhen Lvchuang Network Technology Co., Ltd. is wholly owned by Mr. Haichen Shen, our employee. Shenzhen Lvchuang Network Technology Co., Ltd. currently does not engage in any business operations.

Contractual arrangements

PRC laws and regulations impose ownership and other restrictions on foreign investors' investment in certain businesses and industries, such as internet-based businesses such as distribution of online information, value-added telecommunications services. We are a Cayman Islands company and our PRC subsidiary is considered a foreign-invested enterprise. To comply with PRC laws and regulations, we conduct certain of our business through Shanghai Wanwuxinsheng, which holds the license for conducting certain value-added telecommunications services in China. We entered into a series of contractual arrangements with Shanghai Wanwuxinsheng and its shareholders through Shanghai Aihui, our wholly owned subsidiary in China. The contractual arrangements allow us to (i) exercise effective control over Shanghai Wanwuxinsheng and its subsidiaries, (ii) receive all economic benefits of Shanghai Wanwuxinsheng; and (iii) have an exclusive option to purchase all of the equity interests in Shanghai Wanwuxinsheng when and to the extent permitted by PRC laws and

regulations. We also entered into a similar set of contractual arrangements with Shenzhen Lvchuang Network Technology Co. Ltd., or Shenzhen Lvchuang, through Shanghai Aihui. As a result of these contractual arrangements, we have become the primary beneficiary of Shanghai Wanwuxinsheng and Shenzhen Lvhuang, and we treat Shanghai Wanwuxinsheng and Shenzhen Lvhuang as our variable interest entities under U.S. GAAP. We have consolidated the financial results of Shenzhen Lvchuang, Shanghai Wanwuxinsheng and its subsidiaries in our consolidated financial statements in accordance with U.S. GAAP.

Contractual arrangements with Shanghai Wanwuxinsheng

The following is a summary of the currently effective contractual arrangements by and among Shanghai Aihui, our wholly owned subsidiary in China, Shanghai Wanwuxinsheng, our variable interest entity, and the shareholders of Shanghai Wanwuxinsheng.

Agreements that provide us with effective control over Shanghai Wanwuxinsheng

Voting Proxy Agreement. Pursuant to the voting proxy agreement dated August 31, 2012, among Shanghai Aihui, Shanghai Wanwuxinsheng and the shareholders of Shanghai Wanwuxinsheng, each of the shareholders of Shanghai Wanwuxinsheng will execute a power of attorney to irrevocably authorize Shanghai Aihui, or any person designated by Shanghai Aihui, to act as its attorney-in-fact to exercise all of his rights as a shareholder of Shanghai Wanwuxinsheng, including, but not limited to, the right to (i) propose, convene and attend shareholders' meetings, (ii) exercise shareholders' voting rights, including, but not limited to, making decision on the sale or transfer part or all of the equity interests of such shareholder, (iii) designate or elect the legal representative, directors, general manager and other senior management, and (v) sign resolutions and other documents related to the exercise of the above rights. Unless otherwise terminated by Shanghai Aihui, the voting proxy agreement will remain effective so long as Shanghai Wanwuxinsheng exists. Shanghai Wanwuxinsheng and the shareholders of Shanghai Wanwuxinsheng have no right to terminate this agreement under any circumstances.

Amended and Restated Powers of Attorney. Pursuant to the amended and restated powers of attorney executed by each of the shareholders of Shanghai Wanwuxinsheng on March 12, 2021, each of the shareholders of Shanghai Wanwuxinsheng irrevocably authorize Shanghai Aihui to act on his behalf as the only exclusive agent and attorney to exercise all rights as the shareholders of Shanghai Wanwuxinsheng, including but not limited to, (i) making decisions as shareholders of Shanghai Wanwuxinsheng, (ii) exercising all rights under relevant PRC laws and the articles of association of Shanghai Wanwuxinsheng as the shareholders of Shanghai Wanwuxinsheng, (iii) handling the sale, transfer, pledge or disposal of the shareholder's equity interests in Shanghai Wanwuxinsheng (in all or in part), including but not limited to signing all necessary equity transfer documents, other documents for disposing of the shareholder's equity interests in Shanghai Wanwuxinsheng and handling all necessary procedures on behalf of the shareholder, (iv) in the name and on behalf of the shareholder, signing any resolutions and meeting minutes as a shareholder of Shanghai Wanwuxinsheng, (v) on behalf of the shareholder, nominating, electing, designating, appointing and removing the legal representative, directors, supervisors, general manager, chief financial officer and other senior management personnel of Shanghai Wanwuxinsheng, (vi) approving the amendment of the articles of association of Shanghai Wanwuxinsheng, and (vii) other matters agreed in the voting proxy agreement, if any. Without the written consent of Shanghai Aihui, the shareholders of Shanghai Wanwuxinsheng have no right to increase or decrease, transfer, pledge, re-pledge, or otherwise dispose of or change the shareholders' equity interests in Shanghai Wanwuxinsheng.

Spousal Consent Letters. Pursuant to the spousal consent letters executed by the spouses of the shareholders of Shanghai Wanwuxinsheng on March 12, 2021, the signing spouses undertake they

will not assert any rights with respect to the equity interests held by the shareholders of Shanghai Wanwuxinsheng, and that they will sign any necessary documents and take any necessary actions to ensure the proper performance and implementation of the voting proxy agreement, powers of attorney, the third amended and restated share pledge agreement, and the third amended and restated option purchase agreements, all of which may be amended or restated from time to time. The signing spouses also undertake that in the event that they obtain any equity interest in Shanghai Wanwuxinsheng from their respective spouse for any reason, they agree to be bound by and sign any legal documents substantially similar to the contractual arrangements described above, as may be amended from time to time.

Third Amended and Restated Share Pledge Agreement. Shanghai Aihui and the shareholders of Shanghai Wanwuxinsheng entered into the third amended and restated share pledge agreement on December 7, 2020. Pursuant to this agreement, shareholders of Shanghai Wanwuxinsheng have agreed to pledge all of their respective equity interests in Shanghai Wanwuxinsheng to Shanghai Aihui to guarantee the performance of obligations by Shanghai Wanwuxinsheng and its shareholders under the exclusive technology consulting and management service agreement, the business operation agreement, the voting proxy agreement, the amended and restated powers of attorney and the third amended and restated option purchase agreements. In the event of a breach by Shanghai Wanwuxinsheng or its shareholders of their contractual obligations under those agreements, Shanghai Aihui, as pledgee, will have the right to dispose of the pledged equity interests in Shanghai Wanwuxinsheng and get compensated from the proceeds of such disposal. The shareholders of Shanghai Wanwuxinsheng also undertake that, during the term of the third amended and restated share pledge agreement, unless otherwise approved by Shanghai Aihui in writing, they will not transfer or otherwise dispose of the pledged equity interests, create or allow any other encumbrance on the pledged equity interests or change or allow the change of the pledged equity interests that may decrease the value of the pledged equity interests. The third amended and restated share pledge agreement will remain effective until the exclusive technology consulting and management service agreement, the business operation agreement, the voting proxy agreement, the amended and restated powers of attorney and the third amended and restated option purchase agreements are terminated and Shanghai Wanwuxinsheng and the shareholders of Shanghai Wanwuxinsheng discharge all their contractual obligations under these agreements. All such equity pledges have been registered with the local branch of the SAMR in accordance with PRC laws to perfect their respective equity pledges.

Agreement that allows us to receive economic benefits of Shanghai Wanwuxinsheng

Exclusive Technology Consulting and Management Service Agreement. Shanghai Aihui and Shanghai Wanwuxinsheng entered into (i) an exclusive technology consulting and management service agreement on August 31, 2012, or Exclusive Service Agreement, and (ii) the fifth supplemental agreement to the exclusive technology consulting and management service agreement on March 12, 2021, or the Fifth Supplemental Agreement, which supplements the exclusive technology consulting and management service agreement dated August 31, 2012 and replaces all previous supplemental agreements. Pursuant to the Exclusive Service Agreement and the Fifth Supplemental Agreement, Shanghai Aihui has the exclusive right to provide Shanghai Wanwuxinsheng with technical consulting and management services including, among other things, software development and maintenance, internet technical support, database and network security services and other technical consulting and services. Without Shanghai Aihui's prior written consent, Shanghai Wanwuxinsheng is not allowed to accept any technical consulting and management services from any third party during the term of the Exclusive Service Agreement. Shanghai Aihui has the exclusive ownership and rights to all the intellectual property rights created as a result of the performance of the Exclusive Service Agreement. Shanghai Wanwuxinsheng agrees to pay Shanghai Aihui an amount determined based on the services provided, the development and operating conditions of Shanghai Wanwuxinsheng, and shall equal to all pre-tax income of Shanghai Wanwuxinsheng. The Exclusive Service Agreement will remain

effective for ten years and is renewable. Shanghai Aihui can terminate the Exclusive Service Agreement at any time by giving a 30-day prior written termination notice to Shanghai Wanwuxinsheng, while Shanghai Wanwuxinsheng shall not terminate the Exclusive Service Agreement within the effective period such agreement.

Business Operation Agreement. Shanghai Aihui, Shanghai Wanwuxinsheng and the shareholders of Shanghai Wanwuxinsheng entered into a business operation agreement on August 31, 2012. Pursuant to the agreement, the shareholders of Shanghai Wanwuxinsheng covenant that, unless approved by Shanghai Aihui in writing in advance, Shanghai Wanwuxinsheng will not conduct any transactions that may materially or adversely affect its assets, business, personnel, obligations, rights or company operations, including, without limitation, carrying out any activities beyond the normal business scope of Shanghai Wanwuxinsheng; borrowing any loan from any third party or assuming any debt; changing or dismissing any director or officer, selling to or acquiring from any third party any assets or rights, including, without limitation, intellectual property rights; providing any form of collaterals on top of its assets or intellectual property or creating any encumbrance on the assets of Shanghai Wanwuxinsheng; modifying the articles of association or business scope of Shanghai Wanwuxinsheng; changing normal business procedures or amending any important internal policies and procedures; assigning the rights and obligations under this agreement to any third party. Shanghai Wanwuxinsheng and the shareholders of Shanghai Wanwuxinsheng also undertake to strictly follow the guidance of Shanghai Aihui in recruitment and dismissal of employees, daily operations and financial management system of Shanghai Wanwuxinsheng. Shanghai Wanwuxinsheng and the shareholders of Shanghai Wanwuxinsheng further undertake to appoint directors, general manager, finance director and other senior management designated by Shanghai Aihui and ensure the chairman designated by Shanghai Aihui be appointed chairman of Shanghai Wanwuxinsheng. The shareholders of Shanghai Wanwuxinsheng also agree that any dividends or other interests or benefits received by them as the shareholders of Shanghai Wanwuxinsheng will be transferred to Shanghai Aihui unconditionally. The business operation agreement will remain effective for an initial ten years unless terminated by Shanghai Aihui in advance. Before the expiration of this agreement, upon request by Shanghai Aihui, this agreement shall be renewed or replaced by a new business operation agreement.

Agreement that provides us with an exclusive option to purchase the equity interest in Shanghai Wanwuxinsheng

Third Amended and Restated Option Purchase Agreements. Shanghai Aihui entered into the third amended and restated option purchase agreement with each of the two shareholders of Shanghai Wanwuxinsheng on December 7, 2020. Pursuant to the agreements, each of the shareholders of Shanghai Wanwuxinsheng irrevocably grant Shanghai Aihui an exclusive option to purchase, or have its designated person to purchase, at its discretion, all or part of the equity interests currently held and may in the future be held by such shareholders in Shanghai Wanwuxinsheng. Shanghai Aihui or its designated person may exercise such options at the lowest price permitted under applicable PRC laws if there is any statutory requirement about the consideration under PRC laws. Each of the shareholders of Shanghai Wanwuxinsheng agree that there is no limit to the number of times that Shanghai Aihui can exercise the rights above and Shanghai Aihui can exercise such right at any time. Each of the shareholders of Shanghai Wanwuxinsheng undertakes that, before all of the equity interests of Shanghai Wanwuxinsheng are acquired by Shanghai Aihui through exercising the option, unless otherwise agreed by Shanghai Aihui in writing, Shanghai Wanwuxinsheng will not engage in certain actions, such as (i) selling, transferring, pledging, or otherwise disposing of or creating any encumbrance on the assets, business or income of Shanghai Wanwuxinsheng, (ii) entering into any transaction that will substantially affect the assets, obligations, operations, equity and other rights of Shanghai Wanwuxinsheng, (iii) distributing dividends to shareholders in any form, (iv) inheriting, providing guarantee or incurring any debt (except those in the ordinary course of business (other than incurred by loan) or disclosed to and consented by Shanghai Aihui), (v) entering into any material

contract with a value of more than RMB100,000 (except those in the ordinary course of business), and (vi) merge with or acquire any other entities or make any investments in other entities. The option purchase agreements will remain effective until all of the equity interests of Shanghai Wanwuxinsheng held by the shareholders of Shanghai Wanwuxinsheng are acquired by Shanghai Aihui in a manner permitted under applicable PRC laws.

Contractual arrangements with Shenzhen Lvchuang

We entered into a set of contractual arrangements with Shenzhen Lvchuang through Shanghai Aihui. The contractual arrangements consist of (i) the exclusive business cooperation agreement between Shanghai Aihui and Shenzhen Lvchuang dated June 19, 2019, (ii) the share pledge agreement among Shanghai Aihui, Shenzhen Lvchuang and the shareholder of Shenzhen Lvchuang dated June 19, 2019, (iii) the exclusive option purchase agreement among Shanghai Aihui, Shenzhen Lvchuang and the shareholder of Shenzhen Lvchuang dated June 19, 2019, (iv) the power of attorney executed by the shareholder of Shenzhen Lvchuang on June 19, 2019, and (v) the spousal consent letter executed by the spouse of the shareholder of Shenzhen Lvchuang on June 19, 2019. The content of our contractual arrangements with Shenzhen Lvchuang is substantially similar to that of our contractual arrangements with Shanghai Wanwuxinsheng.

In the opinion of Han Kun Law Offices, our PRC counsel:

- the ownership structures of our WFOE and VIEs, currently and immediately after giving effect to this offering, are in compliance with PRC laws and regulations currently in effect; and
- the contractual arrangements among our WFOE, our VIEs and the shareholders of our VIEs, currently and immediately after giving effect to this offering, are valid, binding and enforceable under PRC laws and regulations, and do not and will not result in any violation of applicable PRC laws and regulations currently in effect.

However, our PRC legal counsel has also advised us that there are substantial uncertainties regarding the interpretation and application of current and future PRC laws, regulations, rules and policies. The PRC regulatory authorities may take a view that is contrary to the opinion of our PRC counsel. It is also uncertain whether any new PRC laws or regulations relating to variable interest entity structures will be adopted or if adopted, what they would provide. If we or our variable interest entity is found to be in violation of any existing or future PRC laws or regulations, or fail to obtain or maintain any of the required permits or approvals, the relevant PRC regulatory authorities would have broad discretion to take action in dealing with such violations or failures. See “Risk Factors—Risks Relating to Our Corporate Structure—If the PRC government finds that the agreements that establish the structure for operating certain of our businesses in China do not comply with PRC regulations relating to the relevant industries, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations”, “Risk Factors—Risks Relating to Our Corporate Structure—Our current corporate structure and business operations may be affected by the newly enacted Foreign Investment Law” and “Risk Factors—Risks Relating to Doing Business in China—Uncertainties with respect to the PRC legal system and changes in laws and regulations in China could adversely affect us.”

SELECTED CONSOLIDATED FINANCIAL DATA

The following selected consolidated statements of operations and comprehensive loss data for the years ended December 31, 2018, 2019 and 2020, selected consolidated balance sheets data as of December 31, 2018, 2019 and 2020, and selected consolidated statements of cash flows data for the years ended December 31, 2018, 2019 and 2020 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. Our consolidated financial statements are prepared and presented in accordance with U.S. GAAP. Our historical results are not necessarily indicative of results expected for future periods. You should read this Selected Consolidated Financial Data section together with our consolidated financial statements and the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus.

The following table presents our selected consolidated statements of operations and comprehensive loss data for the years ended December 31, 2018, 2019 and 2020:

	For the Year Ended December 31,					
	2018		2019		2020	
	RMB	%	RMB	%	RMB	US\$
	(in thousands, except for percentages, share numbers and per share data)					
Net revenues						
Net product revenues	3,249,923	99.6	3,730,206	94.9	4,244,023	650,425
Net service revenues	11,597	0.4	201,652	5.1	614,176	94,127
Total net revenues	3,261,520	100.0	3,931,858	100.0	4,858,199	744,552
Operating expenses						
Merchandise costs	(2,801,433)	(85.9)	(3,176,401)	(80.8)	(3,610,434)	(553,323)
Fulfillment expenses	(353,969)	(10.8)	(658,149)	(16.7)	(666,317)	(102,118)
Selling and marketing expenses	(237,562)	(7.3)	(566,792)	(14.4)	(740,542)	(113,493)
General and administrative expenses	(80,959)	(2.5)	(140,874)	(3.6)	(177,542)	(27,210)
Technology and content expenses	(65,759)	(2.0)	(142,858)	(3.7)	(151,536)	(23,224)
Total operating expense	(3,539,682)	(108.5)	(4,685,074)	(119.2)	(5,346,371)	(819,367)
Other operating income	21,701	0.6	21,410	0.6	29,395	4,505
Loss from operations	(256,461)	(7.9)	(731,806)	(18.6)	(458,777)	(70,311)
Interest expense	(6,536)	(0.2)	(12,397)	(0.3)	(21,090)	(3,232)
Interest income	8,273	0.3	7,813	0.2	9,321	1,429
Fair value change in warrant liabilities	23,781	0.7	—	—	—	—
Other income (loss), net	21,579	0.7	3,581	0.1	(39,866)	(6,110)
Loss before taxes	(209,364)	(6.4)	(732,809)	(18.6)	(510,412)	(78,224)
Income tax benefits	1,922	0.0	30,120	0.8	47,320	7,252
Share of loss in equity method investments	(499)	0.0	(2,199)	(0.1)	(7,526)	(1,153)
Net loss	(207,941)	(6.4)	(704,888)	(17.9)	(470,618)	(72,125)
Net loss per share attributable to ordinary shareholders:						
Basic	(55.98)		(84.27)		(94.51)	(14.48)
Diluted	(55.98)		(84.27)		(94.51)	(14.48)
Weighted average number of shares used in calculating net loss per ordinary share						
Basic	19,405,981		18,782,620		18,782,620	18,782,620
Diluted	19,405,981		18,782,620		18,782,620	18,782,620
Non-GAAP financial measures⁽¹⁾						
Adjusted loss from operations	(232,798)		(535,178)		(143,654)	(22,016)
Adjusted net loss	(209,981)		(538,380)		(202,815)	(31,083)

(1) See "Summary Consolidated Financial and Operating Data—Non-GAAP Financial Measures."

[Table of Contents](#)

The following table presents our selected consolidated balance sheet data as of December 31, 2018, 2019 and 2020:

	As of December 31,			
	2018	2019	2020	
	RMB	RMB	RMB	US\$
	(in thousands)			
Cash and cash equivalents	665,560	410,783	918,076	140,701
Total current assets	1,059,530	1,094,908	1,874,638	287,301
Intangible assets, net	18,991	1,682,963	1,367,841	209,631
Goodwill	—	1,803,415	1,803,415	276,385
Total non-current assets	170,945	3,690,539	3,351,700	513,670
Total assets	1,230,475	4,785,447	5,226,338	800,971
Total current liabilities	590,702	755,093	1,183,539	181,385
Total non-current liabilities	3,466	389,280	374,584	57,408
Total liabilities	594,168	1,144,373	1,558,123	238,793
Mezzanine equity	2,492,056	7,080,078	8,879,894	1,360,903

The following table presents our selected consolidated statements of cash flows data for the years ended December 31, 2018, 2019 and 2020:

	For the Year Ended December 31,			
	2018	2019	2020	
	RMB	RMB	RMB	US\$
	(in thousands)			
Net cash used in operating activities	(358,022)	(410,794)	(412,868)	(63,275)
Net cash (used in)/provided by investing activities	(109,267)	(304,349)	18,625	(2,854)
Net cash provided by financing activities	904,022	455,751	929,962	142,523
Effect of foreign exchange rate changes on cash and cash equivalents	33,179	4,515	(28,426)	(4,356)
Net increase/(decrease) in cash, cash equivalents and restricted cash	469,912	(254,877)	507,293	77,746
Cash, cash equivalents and restricted cash at the beginning of the year	196,048	665,960	411,083	63,001
Cash, cash equivalents and restricted cash at the end of the year	665,960	411,083	918,376	140,747

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with our consolidated financial statements and related notes included elsewhere in this prospectus. Our actual results may differ materially from those we currently anticipate as a result of many factors, including those we describe under "Risk Factors" and elsewhere in this prospectus. See "Special Note Regarding Forward-Looking Statements."

Overview

We are the largest pre-owned consumer electronics transactions and services platform in China in terms of GMV for electronics and number of devices transacted by merchants and consumers, with a market share of 6.6% and 8.7% in terms of GMV for electronics and number of devices transacted, respectively, in 2020, according to the CIC Report. Each of our GMV for electronics and number of devices transacted on our platform for the year ended December 31, 2020 was greater than the next five largest platforms combined, according to the CIC Report. Total GMV transacted on our platform was RMB19.6 billion and the number of consumer products transacted on our platform was over 23 million for the year ended December 31, 2020, representing year-over-year growth from the year ended December 31, 2019 of 60.7% and 48.4%, respectively.

Our platform digitally integrates every step of the pre-owned consumer electronics value chain. We obtain supply of pre-owned consumer electronics, process pre-owned consumer electronics for resale using our proprietary inspection, grading, and pricing technologies in our centralized operations centers, and distribute the processed electronics to a variety of purchasers. We transact with consumers and small merchants at both the supply and demand sides of the value chain, ensuring that a diverse range of participants have access to our platform. Our end-to-end coverage of the value chain and diverse supply and demand combine with our quality and pricing benchmarks to standardize the industry in China.

We generate revenue from the sale of phones and other consumer electronics goods through our platform. We also charge commission fees to third-party merchants for participating in our online marketplace. Our net revenue increased by 20.6% from RMB3,261.5 million in 2018 to RMB3,931.9 million in 2019, and further by 23.6% to RMB4,858.2 million (US\$744.6 million) in 2020. Our loss from operations was RMB256.5 million, RMB731.8 million and RMB458.8 million (US\$70.3 million) in 2018, 2019 and 2020, respectively. Our adjusted loss from operations was RMB232.8 million, RMB535.2 million and RMB143.7 million (US\$22.0 million) in 2018, 2019 and 2020, respectively. We recorded net loss of RMB207.9 million, RMB704.9 million and RMB470.6 million (US\$72.0 million) in 2018, 2019 and 2020, respectively. Our adjusted net loss was RMB210.0 million, RMB538.4 million and RMB202.8 million (US\$31.1 million) in 2018, 2019 and 2020, respectively. See "Summary Consolidated Financial and Operating Data—Non-GAAP Financial Measures."

Key Factors Affecting Our Results of Operations

Key factors affecting our results of operations include the following:

Our ability to increase the number of consumer products transacted

The number of consumer products transacted is one of the most important drivers for our GMV, which directly affects our revenue. In particular, we are the largest pre-owned consumer electronics transactions and services platform in China in terms of GMV for electronics and the number of devices

transacted by merchants and consumers, with a market share of 6.6% and 8.7% in terms of GMV for electronics and the number of devices transacted, respectively, in 2020, according to the CIC Report. We believe we capture unparalleled supply and demand for pre-owned consumer electronics.

Our unique supply and demand flywheel helps attract an increasing number of buyers and sellers to us to transact pre-owned consumer products. We have an omni-channel procurement network to secure supply both online and offline. We are also a go-to destination to purchase pre-owned devices for consumers and merchants. We fulfil significant demand from small merchants and consumers nationwide through PJT Marketplace and Paipai Marketplace, respectively.

We believe we are able to continue increasing the number of consumer products transacted through the strong value propositions provided by us. We have made pre-owned transactions and services more user-friendly, efficient, transparent, secure, and environmentally friendly.

Our ability to effectively control supply of pre-owned consumer electronic devices

Our ability to control the supply of pre-owned consumer electronic devices is our key competitive advantage in the industry. Our fully integrated online-offline sourcing network combined with our strategic partnerships with JD Group, major phone brands and retailers ensure that we are able to effectively source the supply to consistently meet the demand of buyers coming to us.

We source supply from our website, mobile app, mobile mini programs, AHS stores and self-service kiosks with broad coverage from top-tier to lower-tier cities. The omni-channel procurement network allows us to quickly secure supply of consumer electronics and scale up our business. In 2020, we had over 23 million consumer products transacted. Our leading sourcing network together with our in depth know-how of the industry bring more demand to us.

We are expanding our sources of supply through more AHS stores, deeper collaboration with JD Group, increased penetration of authorized distribution channels from brands, as well as more merchant empowerment services. We will further expand our offline network of stores and self-service kiosks and increase our penetration into lower-tier cities across China. We aim to further our relationships with key partners, including JD Group, to continuously vitalize and grow the supply of goods.

We also facilitate the sale of pre-owned devices from merchants directly to consumers or other merchants through our open marketplaces, Paipai Marketplace and PJT Marketplace. Paipai Marketplace and PJT Marketplace empower small merchants and consumers by providing them with proprietary technologies that enable the trade-in of devices. We believe we are well positioned to capitalize on the secular tailwind of consumers' increasing willingness to trade in pre-owned devices and greater transaction activities from merchants.

Our ability to effectively distribute pre-owned consumer electronic devices

Our ability to effectively distribute pre-owned consumer electronic devices sourced from both AHS channels and third-party channels directly affects our revenue.

We have an effective distribution strategy for our own inventory based on increasingly automated inspection, grading and pricing, as well as accurate targeting of buyers. We sell high unit price products to consumers through Paipai Marketplace and mid-to-low unit price products to merchants and retailers through PJT Marketplace.

We also effectively distribute supplies from third-party transactions through our advanced auction and bidding infrastructure. We use a blind auction model through which participants can only access

the information of the device for sale but cannot view information of the seller and other bidders or the bidding prices of other participating bidders. Our highly efficient auction and bidding model has significantly improved bidding efficiency and provides merchants with faster turnaround. Our processing time of inspection, grading and pricing for each device before shipping takes approximately three days, while that of competitors takes up to ten days or longer, according to the CIC Report.

Our ability to monetize self-operated and third-party transactions on our online marketplaces

The monetization level from both our self-operated and third-party transactions on our PJT Marketplace and Paipai Marketplace directly affects our revenue. We generate net product revenue from self-operated transactions, and net service revenue from third-party transactions on our online marketplaces.

We sell our own inventory with a markup irrespective of conditions of the device, thanks to our advanced pricing mechanism that sets the industry standard. We also improve monetization from our AHS stores by providing more complementary services such as instant repair and insurance.

For third-party transactions, we believe there are opportunities to improve our commission rate as we continue to scale, further diversify the categories of devices and other consumer goods transacted, and monetize more services that are currently delivered to sellers and buyers for free, such as supply chain, smart security, digital storefront and marketing campaigns. Moreover, we expect net service revenues to account for an increasing percentage of total net revenues because we expect a higher increase in terms of GMV for online marketplaces.

Additionally, we expect a higher percentage of pre-owned devices will be transacted on our online marketplaces using our operation centers, or through our consignment model, from which we can charge higher commission than the POP model where the transacted devices do not go through our operation centers.

Our ability to leverage technology in our operations

Technology is at the core of our company and drives every aspect of our operations. Our proprietary technologies are key to achieving low turnaround time, efficient operation and quality customer service. Our revolutionary infrastructure provides end-to-end coverage of the value chain and standardizes the inspection, grading, and pricing process. Technology infrastructure at our operation centers supports our growth through automation and data insights, enabling efficient inspection, grading and pricing of devices at scale.

Automation reduces manual processes in our operation centers, hence reducing the cost of running these centers. We have developed a proprietary automated inspection, grading and pricing system utilized by our operation centers. Our operation centers are able to assign quality grading to pre-owned devices on scale significantly faster and cheaper than manual inspection. As a result, we achieve superior efficiency and accuracy for our inspection, grading and pricing process. As of December 31, 2020, we operated seven centralized operation centers, including a fully automated center in Changzhou and 15 city-level operation stations equipped with proprietary data-driven processing technologies.

Big data and artificial intelligence enable us to optimize our pricing strategies and ensure efficient day-to-day operation of our AHS stores. By analyzing thousands of phone models, millions of transactions, and the purchasing behavior of millions of consumers and small merchants, we provide benchmarks for quality and pricing in the industry. Our data capabilities allow us to capture key in-store foot prints to optimize store management and provide standardized customer service offerings, which greatly improve the operation efficiencies of our AHS stores.

Technology permeates every aspect of our operations. We will continue to invest in technology to further scale our platform.

Our ability to control costs and expenses and enhance operational efficiency

Our results of operations are affected by our ability to control our operating costs and expenses. Our costs and expenses consist of merchandise costs, fulfillment expenses, selling and marketing expenses, technology and content expenses, and general and administrative expenses. We expect our costs and expenses to continue to increase as we grow the number of consumer products transacted. To ensure the scaling of our business is carried out in an efficient and cost-effective manner, we have strengthened our strategic relationship with JD Group to benefit from its large and active consumer traffic at a reasonable cost. We will also further optimize fulfillment costs through more efficient management of warehousing and logistics.

We believe our scale, coupled with the flywheel effect of our platform, will allow us to benefit more from substantial economies of scale and improve operational efficiency.

Key Operating Metrics

We evaluate the number of devices transacted and GMV as key metrics affecting our results of operations.

Number of consumer products transacted. Our number of consumer products transacted calculates the number of consumer products distributed to merchants and consumers through transactions on our PJT Marketplace, Paipai Marketplace and other channels we operate in a given period, prior to returns and cancellations, excluding the number of consumer products collected through AHS Recycle. A single consumer product may be counted more than once according to the number of times it is transacted on our PJT Marketplace, Paipai Marketplace and other channels we operate through the distribution process to end consumer. We track the number of consumer products transacted to measure our sourcing capabilities and our ability to distribute pre-owned consumer products.

	For the Year Ended December 31,		
	2018	2019	2020
Number of consumer products transacted (in million)	6.9	15.9	23.6

GMV. We define GMV as the total dollar value of goods distributed to merchants and consumers through transactions on our PJT Marketplace, Paipai Marketplace and other channels we operate in a given period for which payments have been made, prior to returns and cancellations, excluding shipping cost but including sales tax. Total GMV consists of GMV for product sales and GMV for online marketplaces. GMV for product sales measures the GMV from our sales of phones and other consumer electronics goods through our PJT Marketplace, Paipai Marketplace and other channels we operate. GMV for online marketplaces measures the GMV from third-party merchants and/or consumers participating in our PJT Marketplace and Paipai Marketplace. GMV is a measure of the total economic value generated by our business, and an indicator of our scale.

	For the Year Ended December 31,		
	2018	2019	2020
Total GMV (in billions of RMB)	5.7	12.2	19.6
GMV for product sales	3.3	3.9	4.6
GMV for online marketplaces	2.4	8.3	15.0

Impact of COVID-19

The outbreak of COVID-19 has severely impacted China and the rest of the world. Our business and financial performance have also been adversely affected as a result. In an effort to contain the spread of COVID-19, many countries, including China, have taken precautionary measures, such as imposing travel restrictions, quarantining individuals infected with or suspected of having COVID-19, encouraging employees of enterprises to work remotely, and cancelling public activities, among others.

In order to protect the health and well-being of our employees and consumers, we and our AHS store partners started to temporarily close offline AHS stores in China in late January 2020 and reduced operating hours at offline AHS stores that remained open. We also closed our headquarters and offices and made remote working arrangements. The unplanned store closures resulted in peak closures of a vast majority of offline AHS stores in China in early February 2020. Since that time, the vast majority of offline AHS stores and our headquarters and offices have been reopened in a disciplined manner. As of March 31, 2020, all offline AHS stores in China had reopened and operated under normal business hours. Due to such store closures, our operating results in the first quarter of 2020 was negatively affected. The store closure also negatively affected the expansion of our AHS store network. In the first half of 2020, we experienced a decrease in the number of offline AHS stores in China. Our GMV for product sales for the first quarter of 2020 was adversely affected by the temporary closure of offline AHS stores, which negatively affected our collection of pre-owned consumer electronics through offline AHS stores. GMV for product sales decreased from RMB831.5 million in the first quarter of 2019 to RMB625.0 million in the first quarter of 2020. In addition, our inventory level was also negatively affected by such store closures. See “—If we fail to manage our inventory effectively, our results of operations, financial condition and liquidity may be materially and adversely affected” for more information. Besides, we also temporarily closed our regional operation centers in early 2020 due to COVID-19 outbreak. See “—We are subject to certain risks relating to third-party logistics services and our operation centers” for more information.

Although COVID-19 has been successfully contained in China, COVID-19 remains a global pandemic and different variants of coronavirus have also emerged in different locations around the world. As the COVID-19 pandemic continues to rapidly evolve and there is great uncertainty as to the future progress of the disease, we cannot anticipate with any certainty the length or severity of the effects of COVID-19. Our business operations, results of operations and financial condition could be further adversely affected if a wide spread of COVID-19 happens again in the locations where we or our business partners have business operations.

Key Components of Results of Operations

Net revenues

We generate net revenues from product sales and services we provide through our online marketplaces, including PJT Marketplace and Paipai Marketplace, and other channels we operate. The following table sets forth the breakdown of our net revenues by amounts and percentages of net revenues for the periods presented:

	For the Year Ended December 31,						
	2018		2019		2020		
	RMB	%	RMB	%	RMB	US\$	
	(in thousands, except for percentages)						
Net revenues:							
Net product revenues	3,249,923	99.6	3,730,206	94.9	4,244,023	650,425	87.4
Net service revenues	11,597	0.4	201,652	5.1	614,176	94,127	12.6
Total net revenues	3,261,520	100.0	3,931,858	100.0	4,858,199	744,552	100.0

[Table of Contents](#)

Net product revenues. We generate revenue from our sale of phones and other consumer electronics goods through our PJT Marketplace, Paipai Marketplace and offline AHS Stores. We procure pre-owned phones and other consumer electronics from consumers, small merchants, consumer electronic brands, e-commerce platforms and retailers through our online and offline channels. We then process the pre-owned consumer electronics using our proprietary inspection, grading, and pricing technologies and sell them at a higher price suggested by our pricing mechanism. We also give our buyers the option to trade in their pre-owned devices for new ones.

Net service revenues. We charge commission fees to merchants and/or customers for transacting in our online marketplaces. For PJT Marketplace, we charge both the merchants and buyers a commission fee that ranges from a total of approximately 4% to 5% of the executed transaction price. The commission fee charged to the merchants is determined as a percentage based on the executed transaction price, and the commission fee charged to buyers is determined as a negotiated tiered amount. For Paipai Marketplace, commission fees are charged to merchants only, determined as a percentage based on the executed transaction price. For certain merchants who sell products on our online marketplaces, we enter into contractual agreements with these merchants for a fixed monthly marketplace management fee in addition to the commission fees charged for each transaction.

We expect both our net product revenues and our net service revenues to continue to increase in the foreseeable future as we continue to rapidly expand our business. We expect net service revenues to account for an increasing percentage of total net revenues as we expect a higher increase in terms of GMV for online marketplaces.

Operating Expenses

Our operating expenses consist of merchandise costs, fulfillment expenses, selling and marketing expenses, general and administrative expenses and technology and content expenses. The following table sets forth the breakdown of our operating costs and expenses, in amounts and as percentages of total net revenues for each of the periods presented:

	For the Year Ended December 31,						
	2018		2019		2020		
	RMB	%	RMB	%	RMB	US\$	%
	(in thousands, except for percentages)						
Operating costs and expenses:							
Merchandise costs	2,801,433	85.9	3,176,401	80.8	3,610,434	553,323	74.3
Fulfillment expenses	353,969	10.8	658,149	16.7	666,317	102,118	13.7
Selling and marketing expenses	237,562	7.3	566,792	14.4	740,542	113,493	15.2
General and administrative expenses	80,959	2.5	140,874	3.6	177,542	27,210	3.7
Technology and content expenses	65,759	2.0	142,858	3.7	151,536	23,224	3.1
Total operating costs and expenses	<u>3,539,682</u>	<u>108.5</u>	<u>4,685,074</u>	<u>119.2</u>	<u>5,346,371</u>	<u>819,367</u>	<u>110.0</u>

Merchandise costs. Merchandise costs primarily consist of cost of acquired products mainly through AHS Recycle and inbound shipping charges for our product sales. We expect our merchandise costs to continue to grow in line with growth in revenue from product sales.

Fulfillment expenses. Fulfillment expenses consist primarily of expenses incurred in operating our platform, centralized operation centers, operation stations, offline AHS stores and warehousing

[Table of Contents](#)

operations, such as personnel expenses attributable to purchasing, receiving, inspecting and grading, packaging and preparing customer orders for shipment, as well as outbound shipping charges.

Selling and marketing expenses. Selling and marketing expenses consist primarily of amortization of intangible assets purchased in the acquisition of Paipai Marketplace, platform promotion expenses, channel commissions, advertising expenses, and payroll and related expenses for personnel involved in marketing and business development activities.

The amortization of intangible assets primarily represents amortization of the business cooperation agreement, non-compete commitment, and brand names arising from the acquisition of Paipai Marketplace. It amounted to RMB23.7 million, RMB193.2 million and RMB308.8 million for 2018, 2019 and 2020, respectively.

We offer incentives such as promotion coupons to consumers on Paipai Marketplace, and such incentive expenses are recorded as selling and marketing expenses because they serve to promote our Paipai Marketplace. Such incentive expenses amounted to RMB19.3 million and RMB61.4 million for 2019 and 2020, respectively. As the amounts of consumer incentives largely depend on our business decisions and market conditions, our past practices may not be indicative of future trend. Channel commissions consist of commission paid to sales channel providers and collection channel providers. It amounted to RMB14.4 million, RMB78.4 million and RMB143.4 million for 2018, 2019 and 2020, respectively.

General and administrative expenses. General and administrative expenses consist primarily of personnel related expenses for general corporate functions, including accounting, finance, tax, legal and human relations; costs associated with these functions including facilities and equipment depreciation expenses, rental and other general corporate related expenses. We expect that our general and administrative expenses will increase in absolute amounts in the foreseeable future, as we hire additional personnel and incur additional expenses related to the anticipated growth of our business and our operation as a public company after the completion of this offering.

Technology and content expenses. Technology and content expenses consist primarily of payroll and related expenses for technology and content employees involved in designing, developing and maintaining technology platform, and improving artificial intelligence, big data and cloud technologies and services, and technology infrastructure costs. Technology infrastructure costs include equipment depreciation, data center costs and amortization of platform arising from acquisition of Paipai Marketplace. We expect our technology and content expenses to continue to increase as we plan to invest more resources to improve our technological capabilities.

Taxation

Cayman Islands

Under the current laws of the Cayman Islands, we are not subject to tax on income or capital gain. Additionally, the Cayman Islands does not impose a withholding tax on payments of dividends to shareholders.

Hong Kong

Under the current Hong Kong Inland Revenue Ordinance, our subsidiaries incorporated in Hong Kong are subject to 16.5% Hong Kong profit tax on their taxable income generated from operations in Hong Kong for the year of assessment 2017/2018. Commencing from the year of assessment 2018/2019, the first two million of profits in Hong Kong dollars earned by our subsidiaries incorporated

[Table of Contents](#)

in Hong Kong will be taxed at half the current tax rate (i.e., 8.25%) while the remaining profits will continue to be taxed at the existing 16.5% tax rate. Under the Hong Kong tax laws, we are exempted from the Hong Kong income tax on our foreign-derived income. Additionally, payments of dividends by the subsidiaries incorporated in Hong Kong to our company are not subject to any Hong Kong withholding tax.

PRC

Under the PRC Enterprise Income Tax Law, or the EIT Law, the standard enterprise income tax rate for domestic enterprises and foreign invested enterprises is 25%. All of our PRC subsidiaries, consolidated VIEs and VIEs' subsidiaries are subject to the statutory income tax rate of 25% except for Shanghai Wanwuxinsheng which obtained qualification as High and New Technologies Enterprises, or HNTE, in 2018 and was entitled to a preferential EIT rate of 15% from 2018 to 2020.

Under the PRC Enterprise Income Tax Law and its implementation rules, an enterprise established outside of the PRC with “de facto management body” within the PRC is considered a resident enterprise. The implementation rules define the term “de facto management body” as the body that exercises full and substantial control and overall management over the business, productions, personnel, accounts and properties of an enterprise. Based on a review of surrounding facts and circumstances, we do not believe that it is likely that our operations outside of the PRC should be considered a resident enterprise for PRC tax purposes. If our holding company in the Cayman Islands or any of our subsidiaries outside of Mainland China were deemed to be a “resident enterprise” under the new EIT Law, we would be subject to enterprise income tax on our worldwide income at a rate of 25%. See “Risk Factors—Risks Related to Doing Business in China—If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders or ADS holders.”

In accordance with the EIT Law, dividends, which arise from profits of foreign invested enterprises (“FIEs”) earned after January 1, 2008, are subject to a 10% withholding income tax. In addition, under tax treaty between the PRC and Hong Kong, if the foreign investor is incorporated in Hong Kong and qualifies as the beneficial owner, the applicable withholding tax rate is reduced to 5%, if the investor holds at least 25% in the FIE, or 10%, if the investor holds less than 25% in the FIE. We did not record any dividend withholding tax, as it has no retained earnings for the years ended December 31, 2018 2019 and 2020. See “Risk Factors—Risks Related to Our Corporate Structure—Contractual arrangements in relation to our VIEs may be subject to scrutiny by the PRC tax authorities and they may determine that we or our VIEs owe additional taxes, which could negatively affect our financial condition and the value of your investment.”

Results of Operations

The following table sets forth a summary of our consolidated results of operations for the periods presented, both in absolute amount and as a percentage of our net revenues for the periods presented. This information should be read together with our consolidated financial statements and related notes included elsewhere in this prospectus. The results of operations in any period are not necessarily indicative of our future trends.

	For the Year Ended December 31,						
	2018		2019		2020		
	RMB	%	RMB	%	RMB	US\$	
	(in thousands, except for percentages)						
Net revenues							
Net product revenues	3,249,923	99.6	3,730,206	94.9	4,244,023	650,425	87.4
Net service revenues	11,597	0.4	201,652	5.1	614,176	94,127	12.6
Total net revenues	3,261,520	100.0	3,931,858	100.0	4,858,199	744,552	100.0
Operating expenses							
Merchandise costs	(2,801,433)	(85.9)	(3,176,401)	(80.8)	(3,610,434)	(553,323)	(74.3)
Fulfillment expenses	(353,969)	(10.8)	(658,149)	(16.7)	(666,317)	(102,118)	(13.7)
Selling and marketing expenses	(237,562)	(7.3)	(566,792)	(14.4)	(740,542)	(113,493)	(15.2)
General and administrative expenses	(80,959)	(2.5)	(140,874)	(3.6)	(177,542)	(27,210)	(3.7)
Technology and content expenses	(65,759)	(2.0)	(142,858)	(3.7)	(151,536)	(23,224)	(3.1)
Total operating expense	(3,539,682)	(108.5)	(4,685,074)	(119.2)	(5,346,371)	(819,367)	(110.0)
Other operating income	21,701	0.6	21,410	0.6	29,395	4,505	0.6
Loss from operations	(256,461)	(7.9)	(731,806)	(18.6)	(458,777)	(70,311)	(9.4)
Interest expense	(6,536)	(0.2)	(12,397)	(0.3)	(21,090)	(3,232)	(0.5)
Interest income	8,273	0.3	7,813	0.2	9,321	1,429	0.2
Fair value change in warrant liabilities	23,781	0.7	—	—	—	—	—
Other income (loss), net	21,579	0.7	3,581	0.1	(39,866)	(6,110)	(0.8)
Loss before taxes	(209,364)	(6.4)	(732,809)	(18.6)	(510,412)	(78,224)	(10.5)
Income tax benefits	1,922	0.0	30,120	0.8	47,320	7,252	1.0
Share of loss in equity method investments	(499)	0.0	(2,199)	(0.1)	(7,526)	(1,153)	(0.2)
Net loss	(207,941)	(6.4)	(704,888)	(17.9)	(470,618)	(72,125)	(9.7)
Non-GAAP financial measures⁽¹⁾							
Adjusted loss from operations	(232,798)		(535,178)		(143,654)	(22,016)	
Adjusted net loss	(209,981)		(538,380)		(202,815)	(31,083)	

(1) See "Summary Consolidated Financial and Operating Data—Non-GAAP Financial Measures."

Year Ended December 31, 2020 Compared to Year Ended December 31, 2019

Net revenues

Our net revenues, which consisted of net product revenues and net service revenues, increased by 23.6% from RMB3,931.9 million in 2019 to RMB4,858.2 million (US\$744.6 million) in 2020. This increase was primarily due to a RMB513.8 million increase in our net product revenues and RMB412.5 million increase in our net service revenues. Our GMV has grown rapidly by 60.7% from RMB12.2 billion in 2019 to RMB19.6 billion (US\$3.0 billion) in 2020. The number of consumer products transacted increased by 48.4% from 15.9 million in 2019 to 23.6 million in 2020.

- **Net product revenues.** Our net product revenues increased by 13.8% from RMB3,730.2 million in 2019 to RMB4,244.0 million (US\$650.4 million) in 2020. This increase was attributable to an increase in the sale of pre-owned consumer electronics through Paipai Marketplace (especially Paipai Selection), PJT Marketplace and our offline trade-in channels and the increase of our overseas pre-owned consumer electronics transactions. Our GMV for

product sales has grown rapidly by 17.9% from RMB3.9 billion in 2019 to RMB4.6 billion (US\$0.7 billion) in 2020.

- Net service revenues. Our net service revenues increased by 204.5% from RMB201.7 million in 2019 to RMB614.2 million (US\$94.1 million) in 2020. This increase was attributable to an increase in transaction volume on PJT Marketplace and a change in our commission fee setting strategy. In addition, we acquired Paipai Marketplace from JD Group in June 2019. Therefore, we only received service revenues for transactions on our Paipai Marketplace from June to December in 2019. Our GMV for online marketplaces has grown rapidly by 80.7% from RMB8.3 billion in 2019 to RMB15.0 billion (US\$2.3 billion) in 2020.

Merchandise costs

Our merchandise costs increased by 13.7% from RMB3,176.4 million in 2019 to RMB3,610.4 million (US\$553.3 million) in 2020, primarily attributable to the growth of our product sales, indicated by the growth of GMV for products sales from RMB 3.9 billion in 2019 to RMB4.6 billion (US\$0.7 billion) in 2020.

Fulfillment expenses

Our fulfillment expenses increased by 1.2% from RMB658.1 million in 2019 to RMB666.3 million (US\$102.1 million) in 2020, which was mainly due to a decrease in personnel related expenses from RMB356.0 million in 2019 to RMB252.9 million (US\$36.9 million) in 2020 as we optimized staffing efficiency and benefited from a temporary social insurance contribution exemption due to COVID-19. This was partially offset by an increase in outsourced service expenses from RMB39.9 million in 2019 to RMB100.2 million (US\$15.3 million) in 2020 and an increase in logistics expenses from RMB76.4 million in 2019 to RMB107.0 million (US\$16.4 million) in 2020, which were in line with the increase in sales of pre-owned consumer electronics.

Selling and marketing expenses

Our selling and marketing expenses increased by 30.6% from RMB566.8 million in 2019 to RMB740.5 million (US\$113.5 million) in 2020, primarily due to amortization expenses related to the acquisition of Paipai. We acquired Paipai from JD Group in June 2019. As a result, we incurred RMB308.8 million (US\$47.3 million) of amortization expenses in 2020 as compared to RMB193.2 million in 2019 related to the intangible assets purchased in the acquisition of Paipai Marketplace that were allocated to selling and marketing expenses, which substantially increased our selling and marketing expenses in 2020. We also experienced an increase in sales commission paid to JD Group in connection with traffic acquisition and sourcing of pre-owned devices from RMB54.7 million in 2019 to RMB110.1 million (US\$16.9 million) in 2020.

General and administrative expenses

Our general and administrative expenses increased by 26.0% from RMB140.9 million in 2019 to RMB177.5 million (US\$27.2 million) in 2020, which was mainly due to an increase in the impairment loss recognized for the older generation trade-in kiosks that could no longer meet our operation needs by RMB6.4 million (US\$1.0 million), and a one-off compensation of RMB40.1 million (US\$6.1 million) we paid to certain management resigned in 2020, which was calculated based on their years of service and past contribution to us.

Technology and content expenses

Our technology and content expenses increased by 6.1% from RMB142.9 million in 2019 to RMB151.5 million (US\$23.2 million) in 2020, which was mainly attributable to an increase in staff

compensation and the amortization expenses of the technology and platform acquired as part of Paipai.

Other operating income

Our other operating income increased from RMB21.4 million in 2019 to RMB29.4 million (US\$4.5 million) in 2020, which was mainly attributable to an increase in government subsidies.

Loss from operations

As a result of the foregoing, we incurred RMB458.8 million (US\$70.3 million) of loss from operations in 2020, as compared to RMB731.8 million in 2019.

Interest expense

We had interest expense of RMB12.4 million and RMB21.1 million (US\$3.2 million) in 2019 and 2020, respectively. The increase was primarily attributable to an increase in short-term borrowings to support our business expansion.

Interest income

We had interest income of RMB7.8 million and RMB9.3 million (US\$1.4 million) in 2019 and 2020, respectively. The increase was primarily attributable to an increase of our cash balance.

Other income (loss), net

Our other income, net was RMB3.6 million in 2019. Our other loss, net was RMB39.9 million (US\$6.1 million) in 2020. The loss we suffered in 2020 was primarily attributable to foreign exchange losses arising from the depreciation of Renminbi against U.S. dollar.

Income tax benefits

We had income tax benefits of RMB30.1 million and RMB47.3 million (US\$7.3 million) in 2019 and 2020, respectively. The difference was primarily attributable to amortization of deferred tax liability associated with the intangible assets recognized in the acquisition of Paipai.

Share of loss in equity method investments

We had share of loss in equity method investments of RMB2.2 million and RMB7.5 million (US\$1.2 million) in 2019 and 2020, respectively. The difference was primarily attributable to losses of equity method investments.

Net loss

As a result of the foregoing, our net loss was RMB470.6 million (US\$72.1 million) in 2020, as compared to RMB704.9 million in 2019.

Year Ended December 31, 2019 Compared to Year Ended December 31, 2018

Net revenues

Our net revenues, which consisted of net product revenues and net service revenues, increased by 20.6% from RMB3,261.5 million in 2018 to RMB3,931.9 million in 2019. Our GMV has grown by 114.0% from RMB5.7 billion in 2018 to RMB12.2 billion in 2019. The number of consumer products transacted increased from 6.9 million in 2018 to 15.9 million in 2019.

[Table of Contents](#)

- Net product revenues. Our net product revenues increased by 14.8% from RMB3,249.9 million in 2018 to RMB3,730.2 million in 2019. This increase was attributable to the increase in our transaction volume. As our business developed, we opened more AHS stores and further strengthened our collaboration with JD Group by expanding into new channels of sales of consumer electronics through our new trade-in services, thereby generating more product sales. Our GMV for product sales has grown rapidly by 18.2% from RMB3.3 billion in 2018 to RMB3.9 billion in 2019.
- Net service revenues. Our service revenues increased substantially from RMB11.6 million in 2018 to RMB201.7 million in 2019, primarily attributable to the acquisition of Paipai Marketplace in 2019 and the increased commissions we received through PJT Marketplace. Prior to 2019, as part of the strategy to expand our user base and promote our platform, we did not charge any commission for third party merchants' transactions completed through PJT Marketplace. Our GMV for online marketplaces has grown rapidly by 245.8% from RMB2.4 billion in 2018 to RMB8.3 billion in 2019.

Merchandise costs

Our merchandise costs increased by 13.4% from RMB2,801.4 million in 2018 to RMB3,176.4 million in 2019, primarily attributable to the increase in purchase price of products from RMB2,651.6 million in 2018 to RMB3,052.6 million in 2019, which was driven by the growth of product sales.

Fulfillment expenses

Our fulfillment expenses increased by 85.9% from RMB354.0 million in 2018 to RMB658.1 million in 2019, which was mainly due to increases in expenses to support our growth and drive long-term operational efficiencies, including expenses incurred to hire more personnel, increase the number of AHS stores and expand our operations overseas. Our personnel related expenses increased from RMB158.1 million in 2018 to RMB356.0 million in 2019. The number of our self-operated AHS stores increased from 298 as of December 31, 2018 to 538 as of December 31, 2019, respectively.

Selling and marketing expenses

Our selling and marketing expenses increased by 138.6% from RMB237.6 million in 2018 to RMB566.8 million in 2019, which was mainly due to of an increase in the marketing and selling related amortization expenses from RMB23.7 million in 2018 to RMB193.2 million in 2019. We acquired Paipai from JD Group in June 2019. As a result, we incurred amortization expense of brand names arising from the acquisition of Paipai business from June 2019 to December 2019. The increase in selling and marketing expenses also arose from the sales commission we paid to JD Group under our business cooperation agreement with JD Group. We paid JD Group a sales commission related to traffic acquisition and sourcing of pre-owned devices and recorded such payments in selling and marketing expenses. The sales commission was RMB54.7 million in 2019. In addition, our personnel related costs increased from RMB70.7 million in 2018 to RMB125.9 million in 2019 as a result of the expansion of our selling and marketing teams.

General and administrative expenses

Our general and administrative expenses increased by 74.0% from RMB81.0 million in 2018 to RMB140.9 million in 2019, mainly due to the expansion of our administrative team, which resulted in significant increases in personnel costs, office rental and depreciation expenses, and to a lesser degree, allowance for doubtful accounts. Our salary and personnel related expenses increased by RMB33.4 million from 2018 to 2019. In addition, our rental and depreciation expenses increased by RMB9.6 million from 2018 to 2019.

Technology and content expenses

Our technology and content expenses increased by 117.2% from RMB65.8 million in 2018 to RMB142.9 million in 2019. The increase was mainly attributable to an increase in personnel expenses required to support the growth of our business as we launched new innovations and improved functionality on our platform. The payroll and related expenses for technology and content employees increased from RMB58.0 million in 2018 to RMB132.7 million in 2019.

Other operating income

Our other operating income was RMB21.4 million in 2019, as compared to RMB21.7 million in 2018, mainly attributable to change in government subsidies.

Loss from operations

As a result of the foregoing, we incurred RMB731.8 million of loss from operations in 2019, as compared to RMB256.5 million in 2018.

Interest expense

We had interest expense of RMB6.5 million and RMB12.4 million in 2018 and 2019, respectively. The increase was primarily attributable to an increase in short-term loans we borrowed to support our business expansion and daily operations.

Interest income

We had interest income of RMB8.3 million and RMB7.8 million in 2018 and 2019, respectively. The decrease was primarily attributable to a decline in our bank deposits.

Other income (loss), net

We had other income of RMB21.6 million in 2018 and RMB3.6 million in 2019. The difference was mainly attributable to foreign exchange losses.

Income tax benefits

We had income tax benefits of RMB1.9 million and RMB30.1 million in 2018 and 2019, respectively. The difference was primarily attributable to amortization of deferred tax liability associated with the intangible assets recognized in the acquisition of Paipai.

Share of loss in equity method investments

Our share of loss in equity method investments increased from RMB0.5 million in 2018 to RMB2.2 million in 2019, which was mainly due to the losses picked up in equity method investments.

Fair value change in warrant liabilities

We recorded a fair value change in warrant liabilities of RMB23.8 million in 2018 due to the issuance of convertible redeemable preferred shares.

Net loss

As a result of the foregoing, our net loss was RMB704.9 million in 2019, as compared to RMB207.9 million in 2018.

Seasonality

Our results of operations are subject to seasonal fluctuations in market conditions primarily as a result of new product launches by consumer electronics brands and promotional campaigns by e-commerce platforms in China. For example, the timing and success of new product launches by major consumer electronics manufacturers tend to have an impact on our customer traffic and purchase orders. In addition, we generally experience higher customer traffic and purchase orders during e-commerce platforms' special promotional campaigns around June 18 and November 11 each year. Overall, the historical seasonality of our business has been relatively mild, but the seasonal trends that we have experienced in the past may not be indicative of our future operating results. See also "Risk Factors—Risks Related to Our Business and Industry—Our results of operations may be subject to seasonal fluctuations."

Liquidity and Capital Resources

Cash flows and working capital

To date, we have financed our operating and investing activities mainly through historical equity and debt financing activities. As of December 31, 2020, we had RMB918.1 million (US\$140.7 million) in cash and cash equivalents, of which approximately 49.2% were held in Renminbi, 46.1% were held in U.S. dollar, and the remainder was primarily held in Hong Kong dollars and Euros.

We believe our cash on hand will be sufficient to meet our current and anticipated needs for general corporate purposes for at least the next 12 months. We may, however, need additional cash resources in the future if we experience changes in business conditions or other developments. We may also need additional cash resources in the future if we find and wish to pursue opportunities for investment, acquisition, capital expenditure or similar actions. As of the date of this prospectus, we have not identified any specific targets for investments or acquisitions. If we determine that our cash requirements exceed the amount of cash we have on hand, we may seek to issue equity or equity linked securities or obtain debt financing. The issuance and sale of additional equity would result in further dilution to our shareholders. The incurrence of indebtedness would result in increased fixed obligations and could result in operating covenants that would restrict our operations. We cannot assure you that financing will be available in amounts or on terms acceptable to us, if at all.

Although we consolidate the results of our VIEs, we only have access to the assets or earnings of our VIEs through our contractual arrangements with our VIEs and its shareholders (as applicable). See "Corporate History and Structure." For restrictions and limitations on liquidity and capital resources as a result of our corporate structure, see "—Holding Company Structure."

We expect that a substantial majority of our future revenues will be denominated in RMB. Under existing PRC foreign exchange regulations, payments of current account items, including profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior SAFE approval as long as certain procedural requirements are fulfilled. Therefore, our PRC subsidiaries are allowed to pay dividends in foreign currencies to us without prior SAFE approval by following certain procedural requirements. However, current PRC regulations permit our PRC subsidiaries to pay dividends to us only out of their accumulated profits, if any, determined in accordance with Chinese accounting standards and regulations. Our PRC subsidiaries are required to set aside at least 10% of their after-tax profits after making up previous years' accumulated losses each year, if any, to fund certain statutory reserve funds until the total amount set aside reaches 50% of their registered capital. These reserves are not distributable as cash dividends. Historically, our PRC subsidiaries have not paid dividends to us, and they will not be able to pay dividends until they generate accumulated profits. Furthermore, capital account transactions,

[Table of Contents](#)

which include foreign direct investment and loans, must be approved by and/or registered or filed with SAFE, its local branches and/or certain local banks (as applicable).

As a Cayman Islands exempted company and offshore holding company, we are permitted under PRC laws and regulations to provide funding to our PRC subsidiaries and our VIEs in China only through loans or capital contributions, subject to relevant approval, filing and/or reporting with respect to government authorities and limits on the amount of capital contributions and loans. This may delay us from using the proceeds from this offering to make loans or capital contributions to our PRC subsidiaries and our VIEs. We expect to invest substantially all of the proceeds from this offering into our PRC operations for general corporate purposes within the business scopes of our PRC subsidiaries and our VIE. See "Risk Factors—Risks Relating to Doing Business in China—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 using the proceeds of this offering to make loans or additional capital contributions to our PRC subsidiaries and our VIEs in China, which could materially and adversely affect our liquidity and our ability to fund and expand our business."

The following table sets forth the movements of our cash flows for the periods presented:

	For the Year Ended December 31,			
	2018	2019	2020	
	RMB	RMB	RMB	US\$
	(in thousands)			
Net cash used in operating activities	(358,022)	(410,794)	(412,868)	(63,275)
Net cash (used in)/provided by investing activities	(109,267)	(304,349)	18,625	(2,854)
Net cash provided by financing activities	904,022	455,751	929,962	142,523
Effect of foreign exchange rate changes on cash and cash equivalents	33,179	4,515	(28,426)	(4,356)
Net increase/(decrease) in cash, cash equivalents and restricted cash	469,912	(254,877)	507,293	77,746
Cash, cash equivalents and restricted cash at the beginning of the year	196,048	665,960	411,083	63,001
Cash, cash equivalents and restricted cash at the end of the year	665,960	411,083	918,376	140,747

Operating activities

Net cash used in operating activities in 2020 was RMB412.9 million (US\$63.3 million). The difference between our net cash used in operating activities and our net loss of RMB470.6 million (US\$72.1 million) in 2020 was primarily the result of adding back non-cash items, mainly depreciation and amortization of RMB360.8 million (US\$55.3 million), as well as changes in working capital items, including the increase in inventories of RMB111.4 million (US\$17.1 million), offset by increase in prepayments and other receivables of RMB123.5 million (US\$18.9 million). Inventories increased in support of the growth in our transaction volume, indicated by the growth of our GMV for product sales from RMB3.9 billion in 2019 to RMB4.6 billion (US\$0.7 billion) in 2020.

Prepayments and other receivables mainly relates to customer deposits, which grew in line with the expansion of our platform.

Net cash used in operating activities in 2019 was RMB410.8 million. The difference between our net cash used in operating activities and our net loss of RMB704.9 million in 2019 was primarily the result of adding back non-cash items, mainly depreciation and amortization of RMB234.7 million, as well as an increase in amount due from related parties of RMB84.4 million, which mainly relates to an increase in collection for JD Group and an increase in prepaid expenses for Yuekun.

[Table of Contents](#)

Net cash used in operating activities in 2018 was RMB358.0 million. The difference between our net cash used in operating activities and net loss of RMB207.9 million in 2018 was primarily an increase in prepayments and other receivables of RMB65.8 million, funds receivable from third party payment service provider of RMB46.4 million, decrease in accrued expenses and other current liabilities of RMB40.3 million, as well as increase in payroll and welfare of RMB40.6 million. Prepayments and other receivables mainly relates to customer deposits, which grew in line with the expansion of our platform. Funds receivable from third party payment service provider mainly relates to funds deposited in third-party payment institutions due to business needs.

Investing activities

Cash provided by investing activities in 2020 was RMB18.6 million (US\$2.9 million), consisting primarily of repayment for loan to related parties of RMB178.7 million (US\$27.4 million) and proceeds from short-term investments of RMB125.6 million (US\$19.2 million) and, partially offset by loan to related parties of RMB140.7 million (US\$21.6 million) and purchases of short-term investments of RMB99.8 million (US\$15.3 million).

Cash used in investing activities in 2019 was RMB304.3 million, consisting primarily of purchases of short-term investments of RMB120.9 million, purchase of property and equipment of RMB103.3 million and loan to related parties of RMB164.0 million.

Cash used in investing activities in 2018 was RMB109.3 million, consisting primarily of purchase of property and equipment of RMB64.3 million and payment for investments in equity investees of RMB46.4 million.

Financing activities

Cash provided by financing activities in 2020 was RMB930.0 million (US\$142.5 million), consisting primarily of proceeds from short-term borrowings of RMB764.1 million (US\$117.1 million), proceeds from the issuance of convertible redeemable preferred shares of RMB512.7 million (US\$78.6 million) and proceeds from the issuance of bonds and convertible bonds of RMB185.0 million (US\$28.4 million), partially offset by repayments of short-term borrowings of RMB595.1 million (US\$91.2 million).

Cash provided by financing activities in 2019 was RMB455.8 million, consisting primarily of proceeds from the issuance of convertible redeemable preferred shares of RMB469.6 million and proceeds from short-term borrowings of RMB376.4 million, partially offset by repayment for short-term borrowings of RMB348.4 million.

Cash provided by financing activities in 2018 was RMB904.0 million, consisting primarily of proceeds from the issuance of convertible redeemable preferred shares of RMB980.0 million and proceeds from short-term borrowings of RMB240.0 million, partially offset by repayment for short-term borrowings of RMB172.4 million and repayment of convertible bonds to a related party of RMB98.7 million.

Capital Expenditures

Our capital expenditures consist primarily of purchase of property and equipment. Our capital expenditures were RMB64.3 million, RMB103.3 million and RMB37.8 million (US\$5.8 million) in 2018, 2019 and 2020, respectively. We intend to fund our future capital expenditures with our existing cash balance, short-term investments and anticipated cash flows from operations. We will continue to make well-planned capital expenditures to meet the expected growth of our business.

Contractual Obligations

The following table sets forth our contractual obligations as of December 31, 2020:

	For the Year Ended December 31,				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
	(RMB in thousands)				
Operating lease obligations(1)	17,407	9,808	7,599	—	—
Short-term borrowings	369,657	369,657	—	—	—
Long-term borrowings	32,624	—	32,624	—	—
Convertible bonds	160,000	160,000	—	—	—

Notes:
(1) Operating lease obligations consist of the obligations under the lease agreements covering our stores and offices facilities.

Except for those disclosed above, we did not have any significant capital or other commitments, long-term obligations, or guarantees as of December 31, 2020.

Off-Balance Sheet Commitments and Arrangements

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

Internal Control Over Financial Reporting

Prior to this offering, we have been a private company with limited accounting personnel and other resources with which we address our internal control over financial reporting. In connection with the audit of our consolidated financial statements as of and for the fiscal year ended December 31, 2018, 2019 and 2020, we and our independent registered public accounting firm identified one material weakness in our internal control over financial reporting. As defined in the standards established by the U.S. Public Company Accounting Oversight Board, or PCAOB, a "material weakness" is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis.

The material weakness identified is our company's lack of sufficient skilled staff with U.S. GAAP knowledge for the purpose of financial reporting, and lack of formal accounting policies, and procedures manual to ensure proper financial reporting to comply with U.S. GAAP and SEC requirements. The material weakness, if not remediated timely, may lead to material misstatements in our consolidated financial statements in the future. Neither we nor our independent registered public accounting firm undertook a comprehensive assessment of our internal control for purposes of identifying and reporting material weaknesses and other control deficiencies in our internal control over financial reporting. Had we performed a formal assessment of our internal control over financial reporting or had our independent registered public accounting firm performed an audit of our internal control over financial reporting, additional deficiencies may have been identified.

[Table of Contents](#)

Following the identification of the material weakness and other significant control deficiencies, we have taken measures and plan to continue to take measures to remediate these deficiencies. We have hired a chief financial officer with extensive U.S. capital markets experience and an internal control senior director who is responsible to establish relevant standards and procedures for reporting under U.S. GAAP and SEC reporting requirements. We plan to hire more accounting personnel with appropriate experience in U.S. GAAP, financial reporting and internal control, and provide annual training for accounting personnel regarding U.S. GAAP and SEC financial reporting requirements. However, the implementation of these measures may not fully address these deficiencies in our internal control over financial reporting, and we cannot conclude that they have been fully remediated. Our failure to correct these deficiencies or our failure to discover and address any other deficiencies could result in inaccuracies in our financial statements and impair our ability to comply with applicable financial reporting requirements and related regulatory filings on a timely basis. Moreover, ineffective internal control over financial reporting could significantly hinder our ability to prevent fraud.

As a company with less than US\$1.07 billion in revenues for the fiscal year ended December 31, 2020, we qualify as an “emerging growth company” pursuant to the JOBS Act. An emerging growth company 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 in the assessment of the emerging growth company’s internal control over financial reporting. See “Risk Factors—Risks Related to Our Business and Industry—If we fail to develop and maintain an effective system of internal control over financial reporting, we may be unable to accurately report our financial results or prevent fraud.”

Holding Company Structure

Our Company, AiHuiShou International Co. Ltd., is a holding company with no material operations of its own. We conduct our operations primarily through our WFOE and VIEs. As a result, AiHuiShou International Co. Ltd.’s ability to pay dividends depends upon dividends paid by our WFOE.

If our WFOE or any newly formed PRC subsidiaries incur debt on their own behalf in the future, the instruments governing their debt may restrict their ability to pay dividends to us. In addition, our WFOE are permitted to pay dividends to us only out of its retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. Under PRC law, each of our WFOE and our VIEs is required to set aside at least 10% of its after-tax profits each year, if any, to fund certain statutory reserve funds until such reserve funds reach 50% of its registered capital. In addition to that, our WFOE may allocate a portion of its after-tax profits determined in accordance with applicable PRC accounting standards to enterprise expansion funds and staff bonus and welfare funds at its discretion, and our VIEs may allocate a portion of their after-tax profits determined in accordance with applicable PRC accounting standards to a discretionary surplus fund at its discretion. The statutory reserve funds and such discretionary funds are not distributable as cash dividends. Remittance of dividends by a wholly foreign-owned company out of China is subject to examination by the banks designated by SAFE. As of December 31, 2020, as our WFOE, all other PRC subsidiaries, our VIEs and the subsidiaries of our VIEs are all in an accumulated loss position, no statutory reserve was appropriated. Our WFOE has not paid dividends and will not be able to pay dividends until it generates accumulated profits and meets the requirements for statutory reserve funds.

Inflation

To date, inflation in China has not materially impacted our results of operations. According to the National Bureau of Statistics of China, the year-over-year percent changes in the consumer price index

[Table of Contents](#)

for 2018, 2019 and 2020 were increases of 1.9%, 4.5% and 0.2%, respectively. Although we have not been materially affected by inflation in the past, we may be affected if China experiences higher rates of inflation in the future.

Quantitative and Qualitative Disclosures about Market Risk

Foreign exchange risk

We held 49.2% of our cash and cash equivalents in Renminbi, 46.1% in U.S. dollar, and the remainder primarily in Hong Kong dollars and Euros. Our overseas operations generate revenues primarily in U.S. dollars and Hong Kong dollars. Generally, a weakening of the RMB against the U.S. dollar has a positive effect on our results of operations, while a strengthening of the RMB against the U.S. dollar has the opposite effect. Our results of operations, including margins, are affected by the fluctuation in foreign exchange rates. We have entered into dual-currency deposits to help hedge our exposure to such risk and we monitor our currency risk exposure by periodically reviewing foreign currency exchange rates. Currently, we do not believe we experience any significant foreign exchange risk. However, the value of your investment in the ADSs will be affected by the exchange rate between U.S. dollar and RMB because the value of our business is effectively denominated in RMB, while the ADSs will be traded in U.S. dollars.

The conversion of RMB into foreign currencies, including U.S. dollars, is based on rates set by the People's Bank of China. The RMB 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 RMB and the U.S. dollar in the future.

To the extent that we need to convert U.S. dollars into RMB for our operations, appreciation of the RMB against the U.S. dollar would have an adverse effect on the RMB amount we receive from the conversion. Conversely, if we decide to convert RMB into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or ADSs or for other business purposes, appreciation of the U.S. dollar against the RMB would have a negative effect on the U.S. dollar amounts available to us.

Interest rate risk

We are exposed to cash flow interest rate risk due to the fluctuation of the prevailing market interest rates on bank balances, restricted bank deposits, loan receivables and bank and other borrowings which carry at prevailing deposit interest rates or variable interest rates based on the interest rates quoted by the People's Bank of China. We are also exposed to fair value interest rate risk that relates primarily to our fixed rate bank and other borrowings. We monitor fair value interest rate risk exposure by closely monitoring fair value interest rate risk profile and will consider hedging significant interest rate exposure should the need arise.

We have not been exposed to, nor do we anticipate being exposed to, material risks due to changes in market interest rates. We currently do not use any derivative contracts to hedge our exposure to interest rate risk. However, our future interest expenses may exceed expectations due to changes in market interest rates.

Critical Accounting Policies

An accounting policy is considered critical if it requires an accounting estimate to be made based on assumptions about matters that are highly uncertain at the time such estimate is made, and if

different accounting estimates that reasonably could have been used, or changes in the accounting estimates that are reasonably likely to occur periodically, could materially impact the consolidated financial statements.

We prepare our financial statements in conformity with U.S. GAAP, which requires us to make judgments, estimates and assumptions. We continually evaluate these estimates and assumptions based on the most recently available information, our own historical experience and various other assumptions that we believe 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. Some of our accounting policies require a higher degree of judgment than others in their application and require us to make significant accounting estimates.

The following descriptions of critical accounting policies, judgments and estimates should be read in conjunction with our consolidated financial statements and accompanying notes and other disclosures included in this prospectus. When reviewing our financial statements, you should consider (i) our selection of critical accounting policies, (ii) the judgments and other uncertainties affecting the application of such policies and (iii) the sensitivity of reported results to changes in conditions and assumptions.

Revenue recognition

Our revenues are generated primarily from product revenue and service revenue through the platform we offer to our customers. We also generate revenues from product sales through AHS stores we operate.

We adopted ASC 606 "Revenue from Contract with Customers" ("ASC606") for all periods presented. According to ASC 606, revenue is recognized when control of the promised good or service is transferred to the customer in an amount that reflects the consideration we expect to receive in exchange for those goods or services, after considering estimated sales return allowances, price concessions, discount and value added tax ("VAT"). Consistent with the criteria of ASC 606, we follow five steps for our revenue recognition: (i) identify the contract(s) 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 entity satisfies a performance obligation.

Net Product Revenue

The majority of our revenue is derived from online product sales. We recognize revenue from the sale of phones and other consumer electronics goods through the two online marketplaces we operate: PJT Marketplace and Paipai Marketplace. We utilize external delivery service providers to deliver goods to our customers. We present revenue generated from our sales of products on a gross basis as we have control of the goods and have the ability to direct the use of goods to obtain substantially all the benefits, and recognize revenue at the point of time when the goods have been delivered to the customers. The customers pay for the goods in advance. We offer our customers right of return for a period of three to seven days upon the receipts. Product revenues are reduced by estimated sales return, which has been immaterial in the historical periods.

For product sales through AHS stores, we recognize revenue at the point of time when customers pay and obtain control of the products. When transactions involving trade-in devices, the purchase of the pre-owned product and the sale of new product are separately settled in cash on a gross basis and accounted for as two separate transactions. From July 2020, we began to net settle the trade-in

transactions, and the fair value of trade-in product is recognized as non-cash consideration for the sale of the new product.

Net Service Revenue

In addition to product sales, PJT Marketplace and Paipai Marketplace also serve as online marketplace to provide third-party merchants platform services enabling them to transact with customers, for which we charge commission fees to our merchants and/or customers. Under the platform service arrangement, we act as an agent and do not take control of the products provided by the merchants at any point in the time during the transactions and do not have latitude over pricing of the merchandise.

For PJT Marketplace, we charge both the merchants and business buyers a commission fee. The commission fee charged to the merchants is determined as a percentage based on the executed transaction price, and the commission fee charged to business buyers is determined as a negotiated tiered amount. For Paipai Marketplace, commission fees are charged to merchants only, determined as a percentage based on the executed transaction price. For certain merchants who sell products on our online marketplaces, we enter into contractual agreements with these merchants for a fixed monthly marketplace management fee in addition to the commission fees charged for each transaction.

Commission fees are recognized in the consolidated statements of operations and comprehensive loss at the time when the service obligations to the merchants are determined to have been completed under each sales transaction upon the business buyers' confirming the receipts of goods or over time for merchants paying fixed monthly management fees. Commission fees are not refundable if business buyers return the merchandise to merchants.

We provide a one-year warranty for pre-owned consumer electronics sold on Paipai Marketplace, which is not considered as a separate performance obligation. The costs associated with the warranty was immaterial during the years presented.

Reconciliation of contract balances

A receivable is recorded when we have 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. A contract asset is recorded when we have transferred products to the customer before payment is received or is due, and our right to consideration is conditional on future performance or other factors in the contract. There was no contract asset as of December 31, 2018, 2019, and 2020. Accounts receivable was recorded within prepayments and other receivables, net and not material for all periods presented.

A contract liability exists when we have received consideration but have not transferred the related goods or services to the customer. Our contract liabilities mainly consist of payments received from customers before they received the products, and were included in accrued expenses and other current liabilities in the consolidated balance sheets. The contract liabilities were recognized in revenue in the next month.

There was no costs of obtaining a contract for the years ended December 31, 2018, 2019 and 2020.

Business combination

In order to further grow our business and access to the mass retail consumers, we acquired Paipai, a B2C online retail platform for pre-owned products, from JD.com, Inc. ("JD") on June 3, 2019.

[Table of Contents](#)

The tangible assets acquired primarily include property and equipment related to the operations of Paipai platform such as computers. The intangible assets acquired primarily include resources provided by JD under a business cooperation agreement entered into together with the acquisition of Paipai, brand names, non-compete commitment, technology and platform, deferred tax liabilities and goodwill. In addition to the tangible and intangible assets, we received a net cash of US\$20.1 million from JD. As a consideration, we issued 27,500,098 Series E preferred Shares to JD.com Development Limited. We accounted for this acquisition as business combination.

We entered into an exclusive business cooperation agreement with JD in 2017 for a period of three years. In 2019, we amended and extended the business cooperation agreement as part of our acquisition of Paipai Marketplace and recognized an incremental value to the existing business cooperation agreement, together with the newly acquired technologies/platform, non-compete commitment and brand names as identifiable assets. Under the exclusive business cooperation agreement, JD provides us with an access portal on its own platform that links to our purchasing and selling online marketplace, including Paipai Marketplace, and we pay JD channel commission based on transaction volume and recorded such payments in selling and marketing expenses.

The fair value of the convertible redeemable preferred shares and purchase price allocation were determined by us with the assistance of a third party valuation firm.

The identifiable assets acquired are required to be recognized and measured at fair value as of the acquisition date. An intangible asset is identified if it meets either the separability criterion or the contractual-legal criteria in accordance with ASC 805, Business Combination. The assembled workforce did not meet the separation criteria or the contractual-legal criteria and therefore, are not identifiable and not recognized apart from goodwill. Goodwill recognized from the acquisition was assigned to the entire group and is not expected to be deductible for income tax purposes. The acquisition cost incurred and expensed for the business combination was immaterial.

The fair value of the Business Cooperation Agreement was determined using the cost saving method. Under the cost saving method, the operation cost we can save with our cooperation with JD Group, including savings in marketing expense, commission fee and traffic expense have been assessed. Certain key assumptions such as page views on JD channel, cost per click and ratio of commission fee have been benchmarked against the industry. The estimated economic lives of Business Cooperation Agreement were based on the terms of the agreement.

The fair value of Brand names and Technology platform was determined using the relief from royalty method. Under relief from royalty method, the royalty savings from owning the intangible assets have been determined with reference to the market transactions. The estimated economic lives of Brand names and Technology platform was determined with reference to the industry average data.

The fair value of Non-compete commitment was determined using with and without method. Under with and without method, the difference between the values of the business with and without the agreement in place has been assessed. Certain key assumption such as the impacts on revenue and profitability without the Non-compete commitment as well as the probability of competition have been taken into account. The estimated economic lives of Non-compete commitment was based on the terms of the agreement.

Following the initial recognition, intangible assets are carried at cost less any accumulated amortization and any accumulated impairment losses.

Intangible assets, net

Intangible assets mainly include those acquired through business combinations. Intangible assets arising from our acquisition of Paipai business from JD including Business Cooperation Agreement

Table of Contents

(“BCA”), Non-Compete Commitment (“NCC”), technology/platform and brand names are recognized and measured at fair value with the assistance of a third-party valuation firm using valuation techniques such as discounted cash flow analysis. Major assumptions used in determining the fair value of these intangible assets include future growth rates and weighted average cost of capital. Following the initial recognition, intangible assets are carried at cost less any accumulated amortization and any accumulated impairment losses. The identifiable intangible assets acquired are amortized on a straight-line basis over their respective useful lives as follows:

<u>The identifiable intangible assets</u>	<u>Amortization Years</u>
Brand names	10 years
BCA	1-6 years
Technology/platform	5 years
NCC	5 years

Goodwill

Goodwill is recognized for the excess of the purchase price over the fair value of tangible and identifiable intangible net assets of business acquired. Goodwill is not amortized but is reviewed at least annually for impairment or earlier, if any indication of impairment exists.

We chose to early adopt Financial Accounting Standards Board (“FASB”) revised guidance on ASU 2017-04 “Testing of Goodwill for Impairment” on January 1, 2018. Under this guidance, we choose to apply a qualitative assessment first, it starts the goodwill impairment test by assessing qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If we determine that it is more likely not the fair value of a reporting unit is less than its carrying amount, the quantitative impairment test is mandatory. Otherwise, no further testing is required. The quantitative impairment test consists of comparison of the fair value of a reporting unit to its carrying amount.

Application of a goodwill impairment test requires significant management judgment, including the identification of reporting units, assigning assets and liabilities to reporting units, assigning goodwill to reporting units, and determining the fair value of each reporting unit. The judgment in estimating the fair value of reporting units includes estimating future cash flows, determining appropriate discount rates and making other assumptions. Changes in these estimates and assumptions could materially affect the determination of fair value for each reporting unit. We have determined we have only one reporting unit and performs our annual goodwill impairment analysis on December 31 of every year.

We did not have any goodwill prior to 2019. As of December 31, 2019 and 2020, we performed qualitative analysis and concluded that it was not more likely than not that the fair value of the reporting unit is less than its carrying amount. As of December 31, 2019 and 2020, the fair value of the reporting unit was substantially in excess of the carrying value and was not at risk of failing quantitative assessment. As a result, no further quantitative analysis was deemed necessary and no goodwill impairment was recognized for the years ended December 31, 2019 and 2020.

Fair value of the options

Prior to this offering, we were a private company with no quoted market prices for our ordinary shares. We therefore made estimates of the fair value of our ordinary shares at various dates for the purpose of determining the fair value of our ordinary shares at the grant dates of share-based compensation awards to our employees to determine the grant date fair value of the awards, as well as determining whether there’s any beneficial conversion feature to be recognized for our convertible redeemable preferred shares. Such valuation estimates will no longer be necessary once we go public

[Table of Contents](#)

and our underlying shares begin trading as we will rely on the market price to determine the market value of our common stock.

In determining the fair value of the stock options, the binomial option pricing model was applied. The key assumptions used to determine the fair value of the options at the respective grant dates in 2018, 2019 and 2020 were as follows:

	For the years ended December 31,		
	2018	2019	2020
Expected volatility	47.59%~50.39%	45.98%~46.55%	47.28%~48.09%
Risk-free interest rate (per annum)	2.69%-3.06%	1.67%~2.41%	0.66%~0.92%
Exercise multiples	2.2~2.8	2.2~2.8	2.2~2.8
Expected dividend yield	0.00%	0.00%	0.00%
Fair value of underlying ordinary shares	RMB8.66~ 24.79	RMB24.37~ 39.06	RMB36.02~ 47.16
Fair value of share option	RMB5.11~ 24.15	RMB23.68~ 38.40	RMB35.37~ 46.53

We estimated expected volatility by reference to the historical price volatilities of ordinary shares of comparable companies over a period close to the contract term of the options. We estimated the risk free interest rate based on the yield to maturity of U.S. government bonds at grant date with a maturity period close to the contract term of options. As we had no option exercise history, it estimated exercise multiples based on empirical research on typical employee stock option exercising behavior. The dividend yield was estimated as zero based on the plan to retain profit for corporate expansion and no dividend will be distributed in the near future.

We determined the fair value of ordinary shares underlying each share option grant based on estimated equity value and allocation of it to each element of our capital structure (preferred shares and ordinary shares) using equity allocation model. In our case, three scenarios were assumed, namely: (i) liquidation scenario; (ii) redemption scenario; and (iii) mandatory conversion scenario. Under liquidation and redemption scenarios, option pricing method was adopted to allocate the value between preferred shares and ordinary shares according to their respective rights. Under mandatory conversion scenario, the equity value was allocated to preferred shares and ordinary shares on an as-if converted basis.

In determining our equity value before we become a public company, we used both back-solve method and income approach (i.e. discounted cash flow, or DCF method) to determine the fair value of the business enterprise value. We considered the methods we applied are the most appropriate in accordance with the guidelines outlined in the American Institute of Certified Public Accountants' Practice Aid, Valuation of Privately-Held Company Equity Securities Issued as Compensation, with the assistance of an independent third-party appraiser.

The assumptions we used in the valuation model are based on future expectations combined with management judgment, with inputs of numerous objective and subjective factors, to determine the fair value of ordinary shares, including the following factors:

- our operating and financial performance;
- current business conditions and projections;
- our stage of development;
- the prices, rights, preferences and privileges of our preferred shares relative to our ordinary shares;

[Table of Contents](#)

- the likelihood of achieving a liquidity event for the ordinary shares underlying the share-based awards, such as an initial public offering;
- any adjustment necessary to recognize a lack of marketability for our ordinary shares;
- the market performance of industry peers;
- long-term inflation rate; and
- nominal domestic gross domestic product (GDP) growth rate applicable to China.

The back-solve method is a market approach which is used to solve our implied aggregate equity value by considering the rights and preference of each class of equity and solving for the total equity value that is consistent with a recent transaction in the securities. The equity value used in valuing all of the stock option grants in 2020 were determined using the back-solve method.

The analysis of DCF is based on the projected cash flows using management's best estimates as of the valuation dates. The determination of fair value requires complex and subjective judgments to be made regarding projected financial and operating results, our unique business risks, the liquidity of our shares and our operating history and prospects at the time of valuation. The major assumptions used in the DCF include:

- *Weighted average cost of capital, or WACC:* The discount rates applied in the DCF were based on the WACCs determined after considering factors including risk-free rate, equity risk premium, company size and other non-systematic risk factors, pre-tax cost of debt, tax rate, and capital structure based on the industry average.
- *Comparable companies:* In deriving the WACCs, which are used as the discount rates under the income approach, six similar publicly traded companies were selected for reference as our guideline companies.
- *Discount for lack of marketability, or DLOM:* Finnerty model was used to estimate the discount for lack of marketability. Under Finnerty model, the cost of put option, which can hedge the price change before the privately held share can be sold, was considered as a basis to determine the lack of marketability discount. The said model is one of the commonly adopted methods in estimating DLOM as it can take into consideration factors like timing of liquidity event and estimated volatility of ours shares. The lower DLOM is used for the valuation, the higher is the determined fair value of the ordinary shares. The equity values used in valuing certain stock option grants in 2018 and 2019 were determined using the DCF method using DLOMs of 16%-17%.

The income approach involves applying appropriate discount rates to estimated cash flows that are based on earnings forecasts. The growth rates of our revenues contributed to the fair value of the shares. However, fair value is inherently uncertain and highly subjective. The assumptions used in deriving the fair value are consistent with our business plan. These assumptions include: no material changes in the existing political, legal and economic conditions in China; our ability to retain competent management, key personnel and staff to support our ongoing operations; and no material deviation in market conditions from economic forecasts. These assumptions are inherently uncertain. The risks associated with achieving forecasts were assessed in selecting the appropriate discount rates.

As of December 31, 2020, share-based compensation related to options of RMB91.8 million would be recognized immediately if the IPO Condition had been met. As of December 31, 2020, there were RMB124.2 million of total unrecognized compensation expenses for the future period.

The assumptions used in share-based compensation expenses recognition represent our best estimates, but these estimates involve inherent uncertainties and the application of judgment. If factors

change or different assumptions are used, the share-based compensation expenses could be materially different for any period.

Recent Accounting Pronouncements

A list of recently issued accounting pronouncements that are relevant to us is included in Note 2.32 “Recent accounting pronouncements” to our consolidated financial statements included elsewhere in this prospectus.

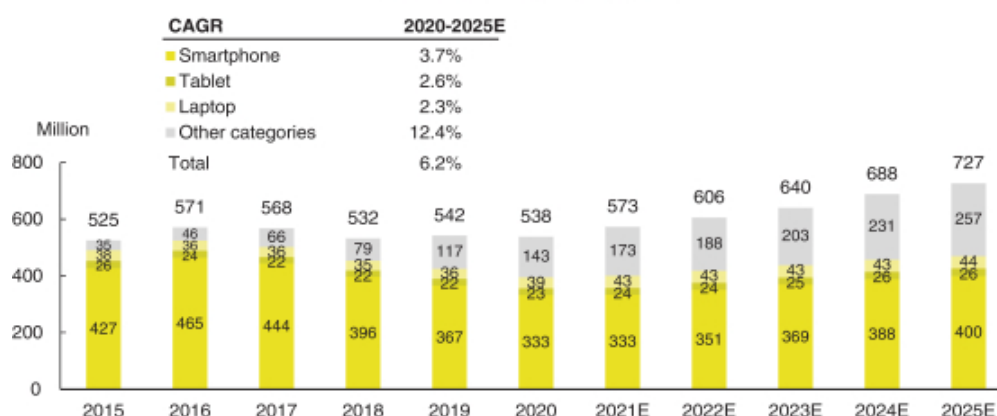
INDUSTRY

The information presented in this section has been derived from an industry report dated April 21, 2021 and commissioned by us and prepared by China Insights Consultancy, or CIC, an independent research firm, to provide information regarding our industry and our market position in China. Neither we nor any other party involved in this offering has independently verified such information, and neither we nor any other party involved in this offering makes any representation as to the accuracy or completeness of such information. Investors are cautioned not to place any undue reliance on the information, including statistics and estimates, set forth in this section or similar information included elsewhere in this prospectus.

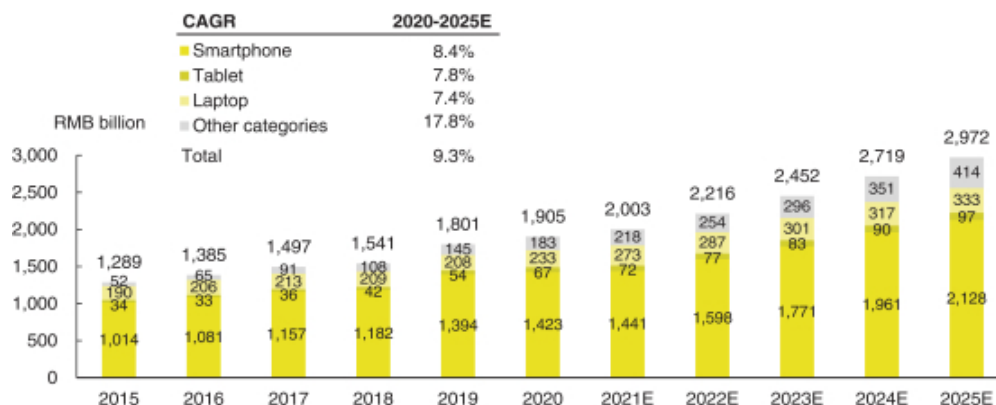
China's Consumer Electronics Market is Massive with Strong Growth Momentum

Consumer electronic devices such as smartphones have become basic necessities of everyday life as our economy becomes increasingly digitalized. Continued growth of disposable income is fueling consumer electronics purchases in China. According to CIC, an independent consulting firm, annual new device shipment volume in China reached 537.8 million in 2020, which was 1.8 times of the new device shipment volume of 294.8 million in the United States, and is forecasted to reach 726.7 million by 2025. Annual new consumer electronic devices retail sales reached RMB1,904.9 billion in 2020, and is forecasted to reach RMB2,972.1 billion by 2025.

Annual new consumer electronic devices shipment volume with breakdown by category, China, 2015-2025E



Annual new consumer electronic devices retail sales value with breakdown by category, China, 2015-2025E

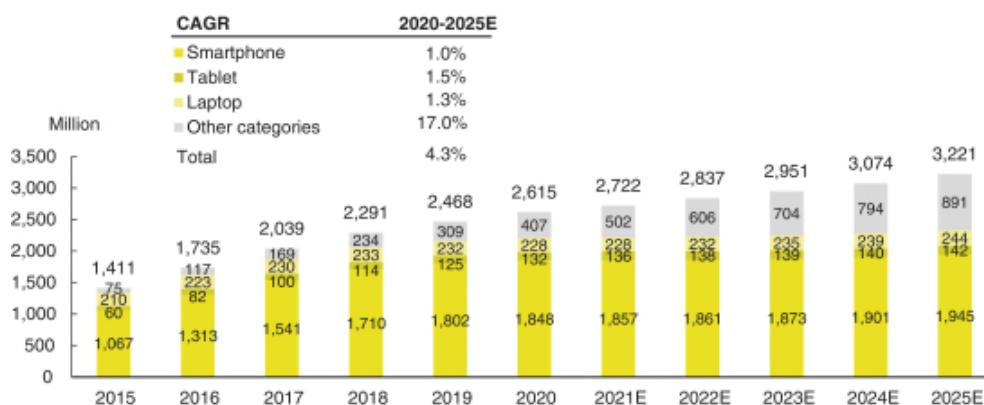


Source: CIC

Note: other categories include true wireless stereo headset, smart band, smart watch, digital camera and lenses, sports camera, e-book, game console, drone, among other things.

Also, updates and upgrades of consumer electronic devices are needed as the exponential growth of digital content requires ever higher computing power, faster speed, better graphics and more storage capacity. Additionally, research has shown longer screen time among Chinese users than the world average due to a greater variety of mobile internet enabled content such as live streaming, short-form videos and gaming. As a result, there is a massive, ever increasing number of consumer electronic devices in circulation in China. CIC estimates that there were 2,615.4 million consumer electronic devices in circulation in China in 2020, which represents 3.0 times of the 868.7 million in the United States, and the volume is expected to grow to 3,221.3 million by 2025.

Total volume of consumer electronic devices in circulation with breakdown by category, China, 2015-2025E



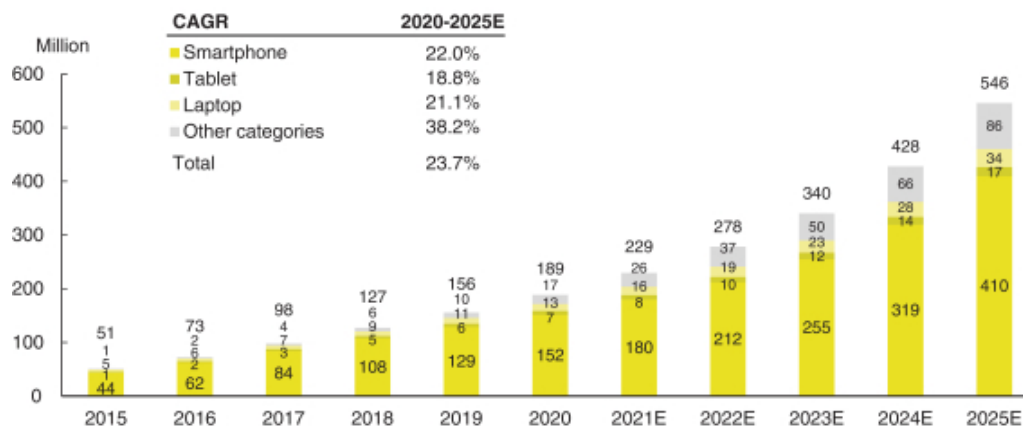
Source: CIC

Note: other categories include true wireless stereo headset, smart band, smart watch, digital camera and lenses, sports camera, e-book, game console, drone, among other things.

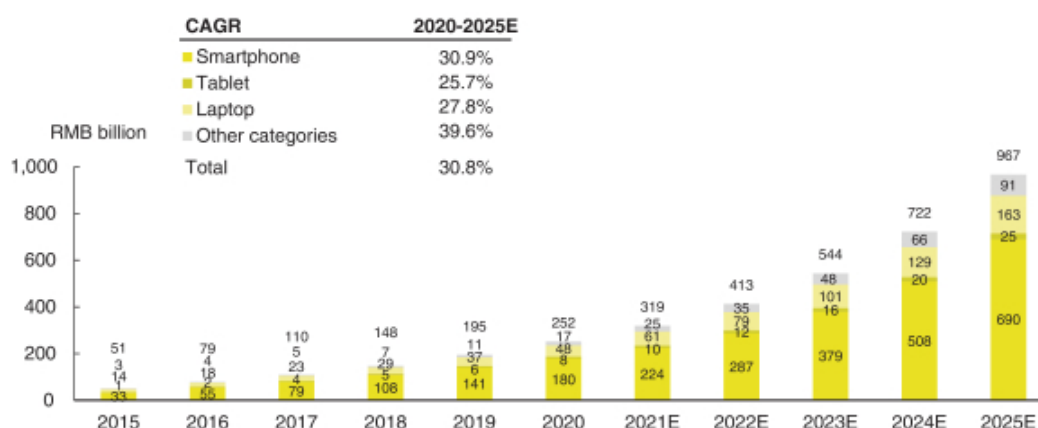
The massive volume of consumer electronic devices in circulation in China has given rise to a thriving market for trading these devices. Currently, penetration rate of traded pre-owned consumer

electronic devices relative to number of consumer electronic devices in circulation, which is calculated as: number of unique traded pre-owned devices divided by total number of devices in circulation, is still as low as 3.7% in 2020. However, this rate is expected to increase in the next five years to reach 9.4% by 2025, implying significant growth potential for the pre-owned devices transaction market. CIC estimates China's pre-owned consumer electronics transactions and services market by total number of devices transacted to merchants and consumers to be 188.6 million in 2020, and the market is expected to grow at a 23.7% CAGR to reach 545.8 million by 2025. CIC estimates China's pre-owned consumer electronics transactions and services market to be RMB252.2 billion in 2020 by distribution GMV to merchants and consumers, and the market is expected to grow at a 30.8% CAGR to reach RMB967.3 billion by 2025.

Pre-owned consumer electronics transaction and services market by total number of devices transacted to merchants and individual buyers, China, 2015-2025E



Pre-owned consumer electronics transaction and services market by distribution GMV to merchants and individual buyers, China, 2015-2025E



Source: CIC

Note: other categories include true wireless stereo headset, smart band, smart watch, digital camera and lenses, sports camera, e-book, game console, drone, among other things.

A number of factors are driving the fast growth of the pre-owned consumer electronics transactions and services market in China:

- *Continued growth of pre-owned devices volume.* Total volume of pre-owned consumer electronic devices continues to grow. Also, average selling price per device is rising as manufacturers are increasingly rolling out high-end devices featuring the latest technologies.
- *Increasing willingness to trade.* People are becoming more willing to trade in and purchase pre-owned devices. This is due to a shift in mindset and consumption habits that results from increasing convenience and standards of pre-owned transactions and services.
- *Growing environmental awareness.* Progressive environmental policy and growing environmental awareness among enterprises and individuals give rise to more initiatives in proper recycling and disposal of pre-owned consumer electronic devices. Leading device brands such as Apple and Xiaomi are also promoting trade-ins as ESG initiatives.

Pre-owned consumer electronic devices transactions complement new device sales in China. Particularly, innovative forms of transacting such as trading-in used devices for new ones serve to encourage new device purchases by lowering the net cost of the purchase. Device brands are therefore embracing pre-owned devices transactions to promote sale of new models.

Challenges in the Pre-owned Consumer Electronics Industry in China

Despite the massive market opportunity and growth potential for pre-owned consumer electronics transactions in China, this market is facing a number of fundamental challenges caused by a lack of industry standards.

- *Lack of channels.* China's pre-owned consumer electronics transactions and services market has historically been driven by a diverse range of retailers ranging from branded stores to e-commerce platforms, offline mom-and-pop stores and small merchants without trustworthy brands. There is a lack of established channels for consumers, small merchants, retailers and consumer electronics brands to trade in and purchase pre-owned consumer electronic devices. Consumers are not aware of where and how to trade; merchants are burdened with inconsistent supply of pre-owned devices and uncertainty in selling their inventory; and retailers and brands have to source relationships with small, non-standardized trading partners around the country.
- *Inefficiency.* The multi-layered value chain leads to many levels of trades among intermediaries, making the transaction process long and inefficient. Participants in the value chain include consumer electronic brands, distributors, merchants, retailers and resellers and finally consumers. It usually takes over 25 days for a recycled device to go through all the intermediaries from initial trade-in to an end user receiving the device. In addition, after a device is recycled, each layer of the value chain tends to add a markup before it is sold to the next layer of the value chain—on average the end buyer pays over 50% more than the original recycling price.
- *Opaque pricing.* Information asymmetry between consumers and merchants, and sometimes among merchants themselves, makes quality and price of pre-owned devices not fully transparent. The void of industry standards on quality inspection, grading and pricing leads to low confidence in quality and opaque pricing.
- *Data privacy concerns.* User privacy and data protection is another area of concern that limits mass consumer adoption. As electronic devices nowadays contain sensitive user data such as identity information, biometrics, travel history, and other sensitive personal information, proper cleansing of such data is critical before a pre-owned device is circulated back into the market. However, this is not guaranteed without industry standards in place.

Emergence of Transactions and Services Platforms in China

In recent years, platforms for transactions and services of pre-owned consumer electronics goods have emerged in China. These platforms with their own processing capabilities help address the challenges in the industry by bringing efficiency and transparency to the market.

- *Effectively connecting buyers and sellers.* These platforms effectively connect buyers and sellers of pre-owned devices. As a result, consumers, merchants and retailers and brands can all find the right channels to buy or sell. This largely increases the circulation of pre-owned devices in the market.
- *Reducing number of intermediaries.* Buyers and sellers can find each other on the platforms and directly trade pre-owned devices. This removes the multi-layered intermediaries in traditional channels, hence improving efficiency in the transaction process.
- *Bringing standards to the industry.* Leading platforms have established standard practices in the industry for quality inspection, grading and pricing. With industry standards in place, these platforms can control the end-to-end transaction process and enhance the services they offer. This leads to consistent quality control, significantly improved transparency in pricing and better user data protection. All of these serve to increase trust in the transaction process.

Consumers and merchants are increasingly turning to such platforms to trade pre-owned devices due to the benefits these platforms provide. CIC estimates that approximately 13.5% of pre-owned phone transactions in China were conducted through these platforms in 2020, and the penetration rate is expected to increase to over 20% by 2025.

A number of factors are driving further growth in total number of transactions on such platforms in China:

- *Network effects.* Growing number of buyers and sellers drives one another and reinforces the platforms as established channels for transaction of pre-owned devices.
- *Partnership with consumer electronics brands and e-commerce leaders.* Leading platforms in China are partnering with consumer electronics brands and major e-commerce players to increase exposure to consumers and bring in new use cases such as trading in old devices for new ones. Additionally, brands and e-commerce players are increasingly turning to such platforms to dispose unsold inventory and older models.
- *Data insights.* Accumulation of transaction data and user feedback helps enhance platform functions and improve service quality, thereby attracting further adoption of these platforms.

Competitive Landscape

According to the CIC Report, pre-owned consumer electronics transactions and services in China is a fragmented market with a massive number of offline small-scale merchants. In 2020, the top 5 players took an aggregate market share of 11.9% in terms of distribution GMV to merchants and consumers, and 13.0% in terms of total number of devices transacted to merchants and consumers.

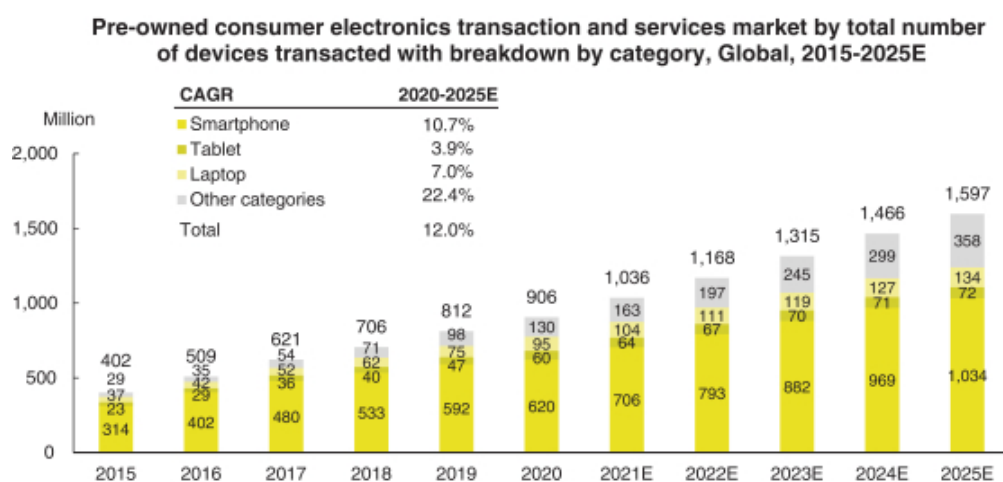
We are the largest player by both distribution GMV for electronics and total number of distribution transactions to merchants and consumers, with market share of 6.6% in terms of distribution GMV and 8.7% in terms of total number of devices transacted in 2020. We also have the largest GMV for electronics and volume for devices recycled directly from consumers in 2020. Additionally, we are the only end-to-end platform integrating C2B, B2B and B2C capabilities with both online and offline presence, according to the CIC Report.

The following are the key success factors determining the competitive position of transactions and services platforms for pre-owned consumer electronic devices:

- **Effective sourcing of supply.** In the pre-owned goods transaction market, supply of goods shapes the market. Leading platforms for the transactions and services of pre-owned consumer electronics are able to efficiently and consistently source supply of pre-owned devices from consumers and merchants through a variety of channels, both online and offline. Due to the nature of this largely supply-driven market, those who can effectively secure supply will be well positioned in the industry.
- **Processing capabilities at scale.** Pre-owned consumer electronic devices are non-standardized products with large variations in condition and quality. Proper inspection and quality grading of these devices are needed before putting them up for sale again. Successful transactions and services platforms have in-house operation centers to inspect and grade large volumes of devices with recommended pricing for each device.
- **Scale and network effect.** Scale in terms of number of buyers and sellers as well as transaction volume indicates the strength of the platforms as effective channels. Once scale is established, the two-sided network effect with buyers and sellers will reinforce the platforms' competitive moat in the market.

Global Opportunities for China's Leading Platforms

Consumer electronic devices have natural advantages for trading at the global scale. They have similar customer needs across different regions and countries. Their small size, relatively high value per item and ease of shipment also make them a top traded goods globally. The worldwide market for pre-owned consumer electronics transactions and services is 4.8 times that of China in terms of total number of devices transacted in 2020.



Source: CIC

Note: other categories include true wireless stereo headset, smart band, smart watch, digital camera and lenses, sports camera, e-book, game console, drone, among other things.

The global value chain of pre-owned consumer electronics is more centralized compared to China. In developed markets, telecommunication operators such as AT&T and Verizon, and retailers, such as Walmart and Best Buy, process the majority of device trade-ins—their customers usually trade in old devices when renewing service plans or buying new devices from them. Devices recycled from

developed markets flow into major global trading hubs including Miami, Hong Kong SAR and Dubai, where they are sold in wholesale to regional distributors and dealers offline. Eventually most of these pre-owned devices are sold to end users in developing economies.

With wholesale as the main form of transaction, the global pre-owned consumer electronics value chain is unsophisticated and inefficient. This stems from the fact that quality inspection are mostly manual and therefore cannot be accurately performed due to time constraints, technical limitations, and high labor cost. The lack of quality inspection with granularity leads to devices that are graded in bulk only suitable for wholesale transactions, as opposed to by-device transactions. In addition, digital platforms for pre-owned devices do not exist in the global market. Hence, there is a lack of algorithm-enabled pricing, resulting in a slow feedback loop for pricing. The void of digital platforms also implies multi-layered intermediaries that create inefficiencies and frictions in the transaction process.

China is one of the global hubs for trading pre-owned consumer electronics products. According to the CIC Report, nearly 30% of world's pre-owned smartphones are traded through Hong Kong SAR to the global markets. Leading transactions and services platforms in China with expertise in digital operations and capabilities in mass device inspection, grading and pricing have the opportunity to disrupt the global value chain and expand their footprint worldwide. Their existing technologies and capabilities, accumulated from and refined by the enormous transaction volumes in China, can be easily extended to the global markets.

BUSINESS

Our Mission

To give a second life to all idle goods.

We founded our company with the belief that environmental problems can be addressed while achieving commercial success. Since inception, we have transformed the pre-owned consumer electronics industry in China by facilitating recycle and trade-in services and further grown the industry by connecting and empowering all participants in the ecosystem. We remain excited about pursuing our mission and will leverage our platform and technology to continue to standardize mass-market pre-owned consumer goods.

Our Vision

To enable pre-owned consumer electronics transactions and services globally by leveraging technology.

Overview

Who We Are

We are the largest pre-owned consumer electronics transactions and services platform in China in terms of GMV for electronics and the number of devices transacted by merchants and consumers, with a market share of 6.6% and 8.7% in terms of GMV for electronics and number of devices transacted, respectively, in 2020, according to the CIC Report. Each of our GMV for electronics and number of devices transacted on our platform for the year ended December 31, 2020 was greater than the next five largest platforms combined, according to the CIC Report. Total GMV transacted on our platform was RMB19.6 billion and the number of consumer products transacted on our platform was over 23 million for the year ended December 31, 2020, representing year-over-year growth from the year ended December 31, 2019 of 60.7% and 48.4%, respectively.

We have created the infrastructure for pre-owned consumer electronics transactions and services by digitalizing and standardizing the industry, with a strong focus on mobile phones. According to the CIC Report, we created the first inspection, grading and pricing processes that helped standardize the pre-owned consumer electronics industry. While core to our success is our ability to effectively source supply, our offerings today span the entire value chain for pre-owned consumer electronics. We were founded in 2011 as a consumer-oriented single service provider focused on efficiently sourcing electronic devices through AHS Recycle, China's leading online and offline offering for recycle and trade-in services primarily for reuse. We have since evolved to an integrated transactions and services platform through the addition of PJT Marketplace, China's leading B2B marketplace for trading electronic products and services, in late 2017. We further extended our capabilities to mass retail consumers through Paipai Marketplace, a retail marketplace for pre-owned products of certified quality which we acquired from JD Group in 2019. Starting from 2019, we have been increasing our international presence as well. With these offerings, we have reinvented how consumers, small merchants, consumer electronics brands, e-commerce platforms and retailers sell and purchase pre-owned consumer electronics. Over time, we hope to empower more participants, both in China and the rest of the world, to partake in the pre-owned electronics circulation ecosystem.

Our platform digitally integrates every step of the value chain. We obtain supply of pre-owned consumer electronics, process devices for resale using proprietary inspection, grading, and pricing technologies in our operation centers, and distribute processed devices to a variety of purchasers. We

transact with consumers and small merchants at both the supply and demand sides of the value chain, ensuring that a diversity of participants have access to our platform. Through end-to-end coverage of the value chain and supply and demand participation supported by our quality and pricing benchmarks, we believe we set the standard for the industry in China. Our platform is frequently used by consumers and small merchants throughout the country for quality ratings and listing prices of pre-owned products before transacting. We leverage an online and offline presence to extend the reach of our platform. As of December 31, 2020, we operated 731 AHS stores throughout China. In 2020, out of all consumer products transacted on our platform, 67.7% were mobile phones, while the remaining were other electronics such as laptops, tablets and digital cameras, luxury goods, household items and books.

Market Opportunities in China for Creating a Pre-owned Consumer Electronics Infrastructure

Without effective recycling standards and channels, consumer electronic devices are often discarded after a short life cycle. In China, annual new device shipment volume reached 538 million in 2020, according to the CIC Report. Discarded devices pollute the environment and have impacted people's daily lives. Additionally, though some individuals desire pre-owned devices, there are few trusted channels to purchase high-quality and reliable pre-owned devices. We are the only sizable online pre-owned consumer electronics transactions and services platform that provides quality warranty services, according to the CIC Report. As for offline channels, small merchants are incapable of trading high-quality pre-owned devices consistently absent of the necessary inspection and pricing endorsement from reputable platforms. In addition, consumers themselves are unable to distinguish the difference in credibility among various merchants.

We believe increasing the volume and speed of circulation of pre-owned consumer electronics is the solution to these problems. Our business emerged due to the inherent differences in the consumer electronics market between China and the rest of the world. We believe there is no better market in which to create the infrastructure for pre-owned devices than China given the following defining characteristics:

- *Largest consumer electronics market globally:* According to the CIC Report, China has the world's largest number of consumer electronic devices in circulation in 2020, greater than that in the United States and Europe combined. More devices and more frequent roll-out of new models lead to more frequent replacements and more pre-owned goods as a result. This creates a larger market opportunity for pre-owned consumer electronics.
- *More fragmented supply of pre-owned consumer electronics:* According to the CIC Report, China has many more consumer electronics brands than the United States, with fewer dominant brands and a greater variety of product models. Sales channels are also more fragmented in China. Mobile phones are available for purchase at a diverse range of retailers ranging from branded stores to e-commerce platforms, offline mom-and-pop stores and small merchants. Fragmentation of supply creates the opportunity to aggregate access to pre-owned devices on a single platform.
- *More varied consumer purchase patterns:* Consumers in the United States frequently acquire mobile phones from mobile network operators or large retailers bundled with service contracts. Trade-ins often happen when renewing those contracts, resulting in a centralized recycling network. Meanwhile, consumers in China typically acquire mobile phones without service contracts. The lack of trade-in at contract renewal decentralizes the recycling ecosystem and diversifies the supply of pre-owned devices in China. In this diverse retail environment, trade-ins are processed inefficiently and with limited scale. This opens an opportunity for an advanced platform to facilitate recycling and the sale of pre-owned devices.
- *Greater consumer demand for pre-owned goods:* With a much lower disposable income per capita of US\$4,983 in China compared to US\$52,997 in the United States in 2020, according to

the CIC Report, demand for value-for-money pre-owned consumer electronic products is much stronger in China than in more developed economies. As a result, China's economy has a greater degree of reuse and internal circulation compared to more developed economies, where procured pre-owned consumer electronics are typically exported overseas. Internal circulation of goods leads to the creation of a complex, multi-regional value-chain dedicated to recycling and transacting pre-owned goods throughout China. The existence of this largely offline and traditional value-chain creates the need for the standardization of pre-owned goods transactions and services.

These characteristics have created tremendous and growing market opportunities in China to address pre-owned consumer electronics transactions and services. According to the CIC Report, 189 million pre-owned devices were transacted to merchants and individual buyers in 2020 with RMB252 billion in total GMV distributed to merchants and buyers. The defining characteristics of the industry will propel its rapid growth to 546 million pre-owned devices or RMB967 billion of total GMV by 2025, representing CAGRs of 24% and 31%, respectively. We believe we are uniquely positioned to capture this growing market opportunity due to the infrastructure we have created that digitalizes and standardizes the pre-owned consumer electronics industry.

Our Platform

We believe the key to capturing the tremendous opportunity in the pre-owned consumer electronics market in China is the creation of a new infrastructure defined by end-to-end coverage of the value chain and standardization of inspection, grading, and pricing.

- *Aggregated Diverse Supply:* AHS Recycle, our omni-channel business and household brand for the collection of pre-owned consumer electronics, sources supply from consumers. Consumers can sell their pre-owned consumer electronics at any of our online portals or offline locations. AHS Recycle is central to our strategy of obtaining supply, after which devices are processed in our own operation centers and then resold primarily for reuse through our other offerings including PJT Marketplace and Paipai Marketplace.
- *Efficient Demand Fulfillment:* Given the success of AHS Recycle and our proven ability to obtain supply, we launched PJT Marketplace and Paipai Marketplace to improve the circulation of pre-owned consumer electronics on our platform.
 - i PJT Marketplace, founded in late 2017, enables small merchants to acquire pre-owned consumer electronics and retailers, typically in the telecom and phone-retail industries, to bid-for, win, and purchase pre-owned consumer electronics. PJT Marketplace also leverages our proprietary inspection, grading and pricing capabilities and extends this recycling infrastructure to the broader industry, which allows small merchants on the selling side to facilitate their own trade-in programs and pre-owned consumer electronics transactions.
 - i Paipai Marketplace, acquired in 2019 from JD Group, enables consumers to buy quality pre-owned consumer goods with ease and convenience. Over time, Paipai Marketplace has expanded to inspect and sell pre-owned goods in verticals outside of electronics, such as luxury goods, household items and books.
- *Standardized Inspection, Grading, and Pricing:* As of December 31, 2020, we operated 7 centralized operation centers and 15 city-level operation stations equipped with proprietary data-driven processing technologies, including a fully automated center in Changzhou, China. Devices sourced from AHS Recycle and PJT Marketplace that are eventually resold on PJT Marketplace and Paipai Marketplace pass through these centers for inspection, grading and pricing. This standardized processing creates widely accepted benchmarks for quality and pricing in the industry. According to the CIC Report, prior to the introduction of our grading and pricing mechanism, offline small merchants lacked access to standardized market quotes for

Table of Contents

pre-owned consumer electronics. According to the CIC Report, in 2020, approximately 70% of offline small merchants chose to refer to the grading and pricing mechanism from AHS Recycle and PJT Marketplace for their pre-owned consumer electronics trading operations, which we believe showcases the widely accepted benchmark we have created in the industry.

- **Complementary Services:** We provide an increasing variety of services to ecosystem participants to make our platform a one-stop destination for pre-owned consumer electronics. Consumers benefit from in-store value-added services at our 731 AHS stores such as data migration and data erasing, introduction of third-party phone screen maintenance service, instant repair, power bank rental and accessories purchase. Small merchants also have access to modularized offerings on our platform, such as testing and certification through our operation centers, our auction and bidding infrastructure, enhanced fulfillment services and consignment sales. Additionally, our comprehensive trade-in solutions help support phone brands' trade-in programs, by handling their backend collection of devices and improving their online and offline marketing capabilities, thereby increasing the number of new devices sold.

The diagram below illustrates the major components of our platform:



Notes:

(1) As of December 31, 2020; (2) According to the CIC Report

Our Value Propositions

Our platform brings value to all participants in the consumer electronics ecosystem. By creating industry standards, we have made transactions and services for pre-owned consumer electronics more user-friendly, efficient, transparent, secure, and environmentally friendly and socially beneficial.

- **User-friendly.** Our control of supply and demand channels for pre-owned consumer electronics both online and offline has made it easier for participants to take part in the ecosystem. Those looking to sell devices can do so online through our website, mobile app, or key partnerships with e-commerce platforms such as JD.com, or offline at our 731 AHS stores and our over 1,500 self-service kiosks as of December 31, 2020. Those looking to purchase pre-owned devices can do so easily through PJT Marketplace or Paipai Marketplace. Our platform has become a go-to destination for those looking to sell or buy pre-owned devices.

- *Efficient.* The digital nature and end-to-end coverage of our platform has reduced the number of intermediaries and transactions required from trade-in to eventual purchase of a pre-owned device. Our ability to obtain supply, process devices, then resell devices quickly has made the turnaround time of devices much faster than industry average and improved the economics for device sellers and purchasers. Our processing time for inspection, grading and pricing for each device before shipping takes approximately three days, while that of competitors takes up to ten days or longer, according to the CIC Report.
- *Transparent.* Participants in our ecosystem trust transacting pre-owned consumer electronic devices on our platform, which provides consistent pricing based on our proprietary inspection and grading process and standardized metrics. Our nationwide footprint of AHS stores also helps build our brand recognition and provides users with a unique in-store experience, all of which make transacting on our platform easy, trustworthy and transparent.
- *Secure.* We take immense pride in our commitment to data privacy protection. We maintain a stringent data clearance policy including mandatory data erasing before devices enter our operation centers and data erasing in front of our customers who transact in stores. We believe our focus on data privacy protection removes one of consumers' key concerns with taking part in the pre-owned consumer electronics ecosystem, and will benefit the continual growth of our platform.
- *Environmentally Friendly and Socially Beneficial.* Our platform reduces electronic waste by prolonging the life cycle of electronic devices. We also foster the global circulation of certified pre-owned devices, particularly to international markets with strong demand for value-for-money products. We believe that the global circulation of certified pre-owned devices helps everyone in developing economies gain equal access to the benefits of technology.

Our Innovation and Technology

Innovation and technology are at the core of our company and permeate every aspect of our operations.

Our innovations in testing tools help us obtain supply and empower others to participate in the pre-owned consumer electronics transactions. Our self-service trade-in kiosks allow devices to be inspected and display a fair sale price within two minutes. We also have proprietary inspection terminals to help small merchants inspect the need for parts replacement, functionality, battery life, or many other key features quickly and accurately.

Our operation centers are equipped with proprietary technology to assist the inspection, grading, and pricing of devices. Our AI and machine-learning driven algorithms leverage data from millions of transactions, thousands of device models, and millions of device sellers and buyers to refine our quality inspection, grading and pricing.

Our technological strengths in big data analytics improve the day-to-day operations of our AHS stores as well. We apply intelligent store management systems to capture key in-store footprints which we analyze to standardize customer service offerings and manage risk of theft or malpractice. This operational know-how also helps us select sites for new AHS store openings.

Our Scale and Financial Performance

We have experienced substantial growth since our inception in 2011. We operate an inventory-led e-commerce platform that generates product revenue from the sale of pre-owned goods, primarily pre-owned consumer electronics, as well as e-commerce marketplaces that generate services revenue from third-party sales of devices over our platform. In 2020, we had over 23 million consumer products transacted, which increased by 48.4% as compared to the number of consumer products transacted in 2019 of 15.9 million. The number of consumer products transacted in 2020 contributed to GMV of RMB19.6 billion, representing a 60.7% year-over-year growth as compared with RMB12.2 billion of GMV in 2019.

[Table of Contents](#)

Our net revenue increased by 20.6% from RMB3,261.5 million in 2018 to RMB3,931.9 million in 2019, and further by 23.6% to RMB4,858.2 million (US\$744.6 million) in 2020. Our loss from operations was RMB256.5 million, RMB731.8 million and RMB458.8 million (US\$70.3 million) in 2018, 2019 and 2020, respectively. Our adjusted loss from operations was RMB232.8 million, RMB535.2 million and RMB143.7 million (US\$22.0 million) in 2018, 2019 and 2020, respectively. We recorded net loss of RMB207.9 million, RMB704.9 million and RMB470.6 million (US\$72.1 million) in 2018, 2019 and 2020, respectively. Our adjusted net loss was RMB210.0 million, RMB538.4 million and RMB202.8 million (US\$31.1 million) in 2018, 2019 and 2020, respectively. See “Summary Consolidated Financial and Operating Data—Non-GAAP Financial Measures.”

Our Strengths

We believe the following competitive strengths contribute to our success and set us apart from our competitors:

China's largest pre-owned consumer electronics transactions and services platform

We are the largest pre-owned consumer electronics transactions and services platform in China in terms of GMV for electronics and number of devices transacted, according to the CIC Report, with greater GMV for electronics and number of devices transacted in 2020 than the next five largest platforms combined. Our scale is further demonstrated across a number of key metrics. In 2020, over 23 million consumer products were transacted on our platform. Our AHS Recycle is a household brand in China. As of December 31, 2020, we operated 731 AHS stores, primarily in shopping malls with heavy foot traffic, and over 1,500 self-service kiosks in authorized phone retailers' stores, which established our offline presence in 171 cities. We operated 393 and 716 AHS stores as of December 31, 2018 and 2019, respectively, and had an offline presence in 93 and 142 cities across China, respectively.

The scale we have achieved is attributable to the breadth of our platform. We provide a variety of trade-in solutions for consumers, small merchants, consumer electronic brands, e-commerce platforms and retailers. We leverage state-of-the-art quality inspection, grading and pricing technologies to process devices that are traded-in through our platform and eventually resold. We are a go-to destination to purchase pre-owned devices for consumers and merchants through our online marketplaces and partnerships with e-commerce platforms such as JD.com. We also provide a number of value-added services online and offline to the participants on our platform including device data cleansing, logistics support, and after-sales services to buyers such as warranty and return services. Our leading scale and offerings have made us the preeminent platform for pre-owned consumer electronics transactions and services in China.

Pioneer in developing industry infrastructure and standards

We have created a new infrastructure for pre-owned consumer electronics transactions and services in China defined by our end-to-end coverage in the value chain and the enhanced service quality we offer. We are a pioneer in building this infrastructure as, according to the CIC Report, we were the first company in China to:

- extend digital trade-in capabilities to offline recycling locations
- collaborate with consumer electronics brands to enhance trade-in capabilities and increase sales
- enable small merchants to take part in a digital pre-owned consumer electronics transactions and services platform

[Table of Contents](#)

- define the industry through standardized inspection, grading, and pricing processes
- leverage our domestic capabilities to expand overseas

The infrastructure we have created is enabled by our end-to-end coverage over the pre-owned consumer electronics value chain, from sourcing supply to processing devices to facilitating demand. Our leading sourcing network provides unmatched access to device supply from dispersed channels. We process devices using our proprietary inspection, grading, and pricing technologies which prepare collected devices for resale. Finally, we efficiently distribute pre-owned consumer electronics collected and processed by us to consumer and small merchant buyers.

This end-to-end coverage has created widely accepted industry standards. According to the CIC Report, we are the go-to platform to trade in and purchase pre-owned devices, and the devices transacted and serviced on our platform set new industry standards for quality and pricing. Our operation centers assign quality scores amongst a gradient of 40 different tiers. According to the CIC Report, we provide the most comprehensive inspection process in the industry with 20% more inspection points than the next competitor. Leveraging data insights from thousands of device models, millions of past transactions, and millions of consumer and merchant customers, we maintain a dynamic pricing matrix that also accurately assigns a price based on a given quality score. Our inspection, grading and pricing system is standardizing the industry.

Unique supply and demand flywheel driving continuous growth

We believe we capture unparalleled supply and demand for pre-owned consumer electronics.

Our leading supply sourcing covers diversified transaction scenarios and channels. We have a fully omni-channel sourcing network, which includes our website, mobile app, mobile mini programs, AHS stores and kiosks with broad coverage from top- to lower-tier cities. Our online presence enhances our accessibility and broadens our audience, while our offline presence strengthens our brand awareness, provides additional clarity to the trade-in process, and creates an important layer of interpersonal trust in the trade-in process. In a consumer survey conducted by CIC, around 85% of the respondents believe our company offers a better transaction experience than other channels, both online and offline. We also partner with key supply sources which include consumer channels such as JD.com, for whom we have been processing their “one-stop trade-in” services since 2019. Our partners also include major smart-phone and other consumer electronic brands and select mobile network operators for whom we process their trade-in offerings, creating wide and dispersed network from which we source devices to establish our industry leading supply control.

Our leading demand fulfillment drives efficiency in the value chain by serving a wide range of buyers and by offering a wide range of devices across a broad quality spectrum. We sell to small merchant purchasers through our PJT Marketplace and also consumers through our Paipai Marketplace. Through both we offer a range of device quality from premium to middle- and lower- tiers. PJT Marketplace has allowed us to scale our platform by fulfilling the significant demand for pre-owned consumer electronics from small merchants nationwide. Our fast device processing time of approximately three days fulfills demand efficiently. Paipai Marketplace has allowed us to extend our reach to consumers nationwide, completing a closed-loop that begins with sourcing supply from consumers and now also facilitates demand from consumers.

No other platform has as many or as diverse channels for pre-owned consumer electronics, according to the CIC Report. As we source more pre-owned devices, the data insights generated from increased scale make our inspection, grading, and pricing more accurate and reliable. These improved standards reduce processing time and make the entire transaction process more efficient, leading to better transactions and services experiences that bring more demand to our platform. Our unique access to supply and demand strengthens the flywheel that will continue to propel our future growth.

Proprietary and innovative technologies

We have digitalized the pre-owned consumer electronics transactions and services value chain, and we leverage technology in everything that we do.

We believe that our technological strength is defined by our sourcing technologies, as well as our inspection, grading and pricing technologies. Our sourcing technologies empower merchants to inspect devices and facilitate trade-ins. We launched DeviceHero, our proprietary inspection terminal that is the size of a power bank and helps small merchants inspect the need for parts replacement, functionality, battery life, and many other key features of pre-owned devices in three minutes. We have also deployed over 1,500 automated self-service phone trade-in kiosks throughout the country, primarily through cooperation with major phone brands, to help brands process trade-ins and ultimately increase their sales. The technology in these automated kiosks allows used devices to be inspected and displays a sale price within two minutes.

We have adopted a proprietary automated inspection, grading and pricing system that is highly accurate and increasingly automated, which has been our core technological strength since 2017. We apply higher level of scrutiny on devices traded in from certain customers based on their previous transaction behavior on our platform. Our operation centers which leverage automated inspection systems are able to assign quality grading to pre-owned devices on scale significantly faster and cheaper than manual checks. As a result, we achieve superior efficiency for our inspection, grading and pricing process. Our processing time of inspection, grading and pricing for each device before shipping takes approximately three days, while that of competitors takes up to ten days or longer, according to the CIC Report.

We have created a highly accurate AI and machine learning driven smart pricing model to ensure pricing objectiveness for each device transacted on our platform. We train machine learning and deep learning models with data from thousands of phone models, millions of transactions, and the purchasing behavior of millions of consumers and small merchants that transact on our platform, including buyers' willingness to pay, to accurately price devices. On average, the difference between the suggested listing price we give for auctions and actual transaction price on PJT Marketplace was approximately 3% in the first quarter of 2021.

We also apply an intelligent store management system across our AHS stores. Every aspect of our store operations is digitalized, from physical device collection to sales processes, inventory management and staff management. These technological features allow us to enhance the efficiency of our store operations and overall service quality, and as a result improve customer satisfaction. Furthermore, the digitalization of store management allows us to roll out new stores strategically and scale up our total store count across China more rapidly.

Highly synergistic relationship with JD Group

We have a deep and mutually beneficial relationship with JD Group, our largest shareholder, that is highly synergistic to both our and JD Group's operations.

We strategically cooperate with JD Group where we handle all of *JD.com's* transactions of pre-owned mobile phones, laptops, tablets, digital cameras and certain other electronics on the consumer end, and at the same time our own online and offline properties benefit from *JD.com's* large and active consumer traffic, particularly in consumer electronics. We provide JD Group with the trade-in infrastructure, such as our inspection, grading and pricing technologies, for JD Group to offer its customers "one-stop trade-in" services. This offering allows JD Group to further incentivize consumers to buy new devices on its platforms. We also provide to JD Group offline capabilities through our large nationwide AHS store network. In turn, we leverage *JD.com's* millions of active buyers as a source of consumer traffic.

Our Paipai Marketplace was acquired from JD Group in 2019 and we continue to cooperate strongly with JD Group in areas such as direct access to the Paipai Marketplace through the *JD.com* website and app.

We also work with JD Group on new business initiatives, including helping JD Group launch new product categories using the “one-stop trade-in” program. We also collaborate with JD Group on other business functions, such as shared marketing resources, research and development resources, logistics capabilities, customer service and after-sales services.

We plan to further strengthen our partnership with JD Group. In 2019, we renewed the business cooperation agreement initially signed in 2015 with JD Group to a general term of five years and with certain areas of cooperation extending to six years.

Visionary, entrepreneurial management team continually innovating and transforming the industry

We are led by Mr. Kerry Xuefeng Chen and our founding team who began our business in 2011 and have shaped the industry ever since. Mr. Chen has led our business and built the management team to execute our mission and vision. He has overseen the rapid growth of our platform including the evolution from a single service provider to a holistic transactions and services platform through the launch, acquisition, and integration of PJT Marketplace and Paipai Marketplace. He has proactively addressed industry-wide challenges to achieve our continued growth and success.

Our broader management team brings with them a host of diverse experiences. Our management team includes executives with deep backgrounds in consumer electronics as well as e-commerce in China such as JD Group. The combination of diverse backgrounds enables us to continually innovate and transform the pre-owned consumer electronics industry.

Our Strategies

We have advanced the pre-owned consumer electronics transactions and services industry since our inception in 2011. Our strategies aim to further grow our business as well as increase the overall penetration and circulation of pre-owned devices in China and globally. To accomplish this, we will leverage the strengths and capabilities of our integrated platform to achieve organic growth, and also actively look for new opportunities to expand our service offerings, geographical coverage and distribution channels.

Expand our sources of supply and continue to empower pre-owned consumer electronics industry participants

We remain steadfast in transforming the industry and extending our platform by serving the supply end of the value chain. By increasing the supply of pre-owned consumer electronics that are traded-in, processed and sold on our platform, we will enhance the penetration and circulation of pre-owned consumer electronics in China.

We will further expand our offline network of AHS stores and self-service kiosks to accomplish this, which will also expand our offline services as well. Our 731 AHS stores are primarily distributed across top-tier cities. We believe that increasing the density of our offline coverage, especially in lower-tier cities across China, presents a meaningful opportunity to increase the supply on our platform as well as improve our brand recognition for consumers nation-wide.

By leveraging our technological capabilities, we aim to further empower small merchants and consumers through PJT Marketplace and Paipai Marketplace to increase the supply on our platform. We will provide small merchants and consumers proprietary technologies that enable accepting trade-in devices. This will increase the number of small merchants and consumers on our platform as well as the number of consumer products transacted on our platform.

Expanding and deepening our cooperation with partners remains a key focus for our future growth. We plan to further strengthen our relationships with key partners, including pursuing a stronger partnership with JD Group to advance the “one-stop trade-in” program. Doing so will make electronics trade-in even easier for consumers and make trade-in-and-upgrade a more default method while purchasing new electronics. We also plan to further collaborate with JD Group to expand our co-branded recycle store network. In addition, we plan to strengthen our capabilities to provide comprehensive full life-cycle services to JD Group’s users covering pre-sale, sales and post-sales processes. We believe that these collaboration efforts with JD Group will help expand the supply on our platform.

Further strengthen the industry infrastructure and our ability to define industry standards

We intend to further define industry standards for pre-owned consumer electronics transactions and services.

We plan to introduce new value-added services to deepen our relationship with participants across the pre-owned consumer electronics value chain, such as cell phone repair or refurbished-phone sales. These new services will allow our platform to capture more use-cases in the electronics ecosystem, adding to the infrastructure which we have created.

We will also invest in our operation capabilities, including building more operation centers and further automating existing ones. This investment will improve the accuracy, speed, and cost-effectiveness with which we can apply our proprietary inspection, grading, and pricing technologies to more pre-owned devices. More devices with our quality control and pricing will advance industry infrastructure, and the continuous improvement in our operation capabilities from more investments made, more experience accumulated and more data collected will further define industry standards.

Increase demand by broadening our consumer and merchant reach and other distribution channels

We plan to increase the number of consumers and small merchants to whom we sell pre-owned consumer electronic devices.

To increase the number of consumers that come to Paipai Marketplace to purchase pre-owned devices, we will further strengthen our cooperation with JD Group regarding traffic sharing. This will give our platform access to a greater percentage of JD Group’s large, active buyer base. Expansion of distribution channels will also create new growth opportunities for us. We intend to cooperate with leading live-streaming platforms that are increasingly focused on e-commerce. These partnerships will increase the number of consumers that come to our platform. In addition, we also plan to strengthen the distribution channels of Paipai Marketplace, by opening boutique offline retail stores to reach more customers across the country.

To increase the number of small merchants that come to PJT Marketplace to purchase pre-owned devices, we plan to expand further into lower-tier cities in China. This will attract more buyers and sellers to participate in the recycling ecosystem which will in turn increase our addressable market. We will also collaborate with offline retailers looking to purchase pre-owned devices, bringing

additional demand to our platform. Finally, we will expand the spectrum of services and increase the depth of services we provide to small merchants, in order to attract more buyers and sellers to our recycling ecosystem.

Continue to improve our technology capabilities

We aim to strengthen the technology capabilities of our platform. We plan to upgrade existing and introduce new automation technologies at our operation centers. We will invest in inspection, testing and warehousing technologies such as intelligent sensors and automated vertical warehousing. Further automated operation centers will decrease labor costs and increase inspection efficiency and accuracy.

Our technological capability to price devices accurately is our key competitive advantage and serves as our growth engine. We will further optimize our pricing engine by continuing to leverage the data insights from more devices processed, more transactions completed, and more consumers and small merchants who participated on our platform. This will make our assigned pricing more accurate to those who trade in and purchase on our platform, attracting more consumers and merchants.

In addition, we plan to become more data-driven in all aspects of our operations. Our AHS stores will operate more efficiently as we trace more offline operation footprints and leverage data insights to improve in-store management and customer service.

Grow our international presence

We believe that most international markets lack quality inspection and pricing standards for pre-owned consumer electronics similar to those in China before we began to standardize the industry. Meanwhile, international markets have tremendous demand for pre-owned consumer electronics as a value-for-money option to enjoy the benefits of technology. In order to capture this robust growth opportunity, we intend to expand the international presence of our business.

We plan to leverage our technology and service offerings to collaborate with international mobile network operators and device resellers. We will extend our industry standards and trade-in processes internationally to allow emerging markets such as Southeast Asia, Latin America and Africa, to benefit from the trade-in infrastructure we have created in China.

We also plan to increase the global circulation of pre-owned devices from China by selling to international device resellers. We believe there is significant demand for pre-owned devices in international markets, and selling to these markets will meaningfully increase the volume of devices transacted on our platform.

We may also pursue selected investments or acquisitions in pre-owned consumer electronics transactions and services platforms outside of China, as we believe international markets present a large market opportunity.

Our Path of Evolution

Our business has evolved since our founding as follows:

- **2011 – 2017:** In 2011, we started to procure pre-owned phones and other consumer electronics from consumers through AHS Recycle. We began developing our own quality standards and testing facilities for consumer electronics at the same time. In 2014, we expanded to offline channels by opening self-operated AHS stores offline in popular shopping

malls. We later opened a series of AHS branded partner stores that are jointly-operated by our partners and us, which we refer to as AHS partner stores, in selected cities to further enhance our brand awareness, offline reach and service capabilities. In 2015, we started cooperating with e-commerce platforms such as JD.com, and consumer electronics brands such as Xiaomi, to attract their user traffic to our offline AHS stores for trade-in. The omni-channel trade-in network allowed us to quickly secure supply of consumer electronics, scale up our business and accumulate know-how in the inspection, grading and pricing of pre-owned consumer electronics. From 2011 to 2017, we sold pre-owned consumer electronics procured through AHS Recycle to small merchants.

- *Late 2017 – 2018:* In late 2017, we launched Pajitang Marketplace, or PJT Marketplace, an online bidding platform where AHS Recycle and third-party sellers sell pre-owned consumer electronics to buyers, such as resellers, mom-and-pop stores and other small merchants. PJT Marketplace enables retailers and small merchants in the pre-owned consumer electronics transactions and services industry in China to transition online and complete transactions under our quality certification standards. Since the launch of PJT Marketplace, we have evolved from a proprietary trade-in service provider to an open platform transaction enabler, broadening our reach to a much larger total addressable market.
- *2019 and beyond:* In 2019, we acquired Paipai, which we refer to as Paipai Marketplace, from JD Group. Paipai Marketplace allows us to further satisfy demand for consumer electronics by extending our core transactions and services competencies to retail purchasers. This meaningfully complements the supply of consumer electronics provided through AHS Recycle. The acquisition and integration of Paipai Marketplace created a closed loop as supply sourced from consumers was then sold back to consumers. In the same year, we also began to expand and establish presences outside of Mainland China to work with local carriers, merchants and retailers to collectively engage in global pre-owned consumer electronics procurement and distribution. Since early 2021, we have started a pilot project to operate offline proprietary boutique stores where we sell the devices procured from AHS Recycle and PJT Marketplace to end consumers directly. The offline proprietary stores serve as another channel to reach the demand side of the pre-owned consumer electronics industry.

Our Platform

Our platform primarily consists of three components, AHS Recycle, PJT Marketplace and Paipai Marketplace.

- *AHS Recycle* is our C2B offering catering to consumers who sell their pre-owned consumer electronics or trade them in for new devices. AHS Recycle's established online channels, together with our nationwide AHS stores, help consumers trade their devices for fair prices with data privacy and security ensured. A substantial portion of devices procured from AHS Recycle are sold either through PJT Marketplace or through Paipai Marketplace.
- *PJT Marketplace* is our B2B offering providing small merchants with a comprehensive suite of solutions, including bidding transactions among small merchants, standardized certification of devices, pricing suggestions and optimized inventory turnover. PJT Marketplace allows small merchants and other participants along the pre-owned consumer electronics value chain to launch their own trade-in programs at ease. Consumer electronics sourced from AHS Recycle are also sold to small merchants on PJT Marketplace.
- *Paipai Marketplace* is our B2C offering on which consumers can purchase all types of pre-owned products, primarily consumer electronics. We mainly provide platform services to third-party merchants under two models: the consignment model where we conduct device certification in our operation centers, and the POP model where the devices do not go through

[Table of Contents](#)

our operation center. We also sell devices sourced from AHS Recycle. We select high quality devices among those sourced from third-party merchants and AHS Recycle and sell them in our *Paipai Selection* (拍拍严选) flagship stores to attract more consumers. Under both models, we provide consumers on Paipai Marketplace with consistent high-quality customer services.

In addition, through AHS Device, our international portal, we sell pre-owned consumer electronics primarily sourced through mobile network operators and merchants in developed economies, to merchants and other distributors outside of China, primarily in the Southeast Asia and Africa.

We generate product revenues primarily from sales of devices that are sourced online and offline through AHS Recycle, to buyers through PJT Marketplace and Paipai Marketplace, as well as sales in AHS stores. We also generate service revenues as a certain percentage of the total value of each transaction completed on PJT Marketplace and Paipai Marketplace.

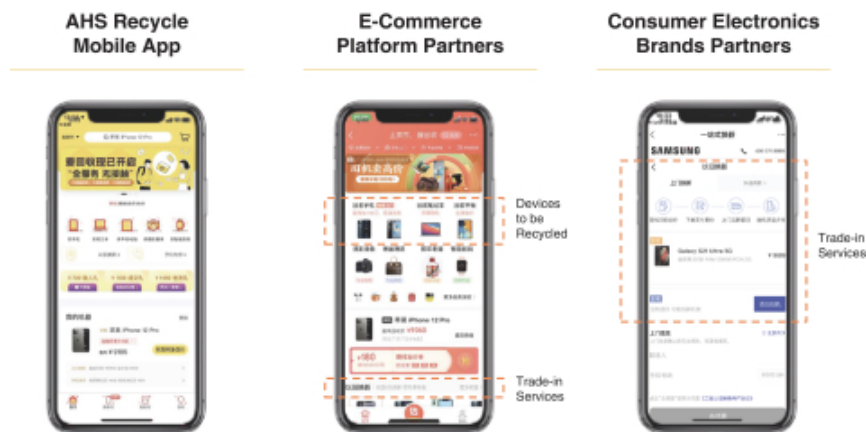
Supply Side

AHS Recycle

We procure consumer electronic devices through AHS Recycle via online and offline channels.

Online channels

Our AHS Recycle online channels include our AHS Recycle mobile app, Weixin official account and mini program, our website, our e-commerce platform partners' portals, and the online platforms of consumer electronics brands that we cooperate with. The screenshots below demonstrate a selection of the variety of online portals where consumers can access our platform and services:



For a typical consumer who visits AHS Recycle online, we provide a seamless transaction experience as follows:

Device condition inquiry. On the main page of the gateway, the consumer can choose the type of device he or she intends to sell, followed by the brand and model. The consumer is then guided to answer a series of questions about the condition of the device, including time and channel of prior purchase, whether the device functions normally, whether the screen remains intact, whether there are any damages to the body of the device, terms of warranty left and other dysfunctions, if any.

[Table of Contents](#)

Estimated pricing. Upon providing responses to the set of questions, a consumer obtains estimated pricing in real time. The pricing is automatically generated by our central database, taking into consideration not only the current condition of the device, but also market demand, depreciation and other factors that impact the retail value of the device. The consumer is then able to decide whether to proceed with selling or trade-in based on the estimated pricing.

Confirm sale or trade-in order. If the estimated pricing meets the consumer's expectation, the consumer can place an order to sell the device or trade it in for a newer model. The consumer would have three options for the next step: to go to a nearby offline AHS store as suggested by the online gateway, to arrange an inspection and pick-up by an AHS Recycle representative at the consumer's designated location, or to courier the device directly to an operation center, where the device is inspected, graded and priced.

Certification and pricing. After receiving the device from the consumer, we apply our standard certification process to the device. We then offer the consumer a final price quote using a similar pricing model as the one for estimated pricing. This step ensures setting a fair price based on a consistent standard. Our consumer service team will answer any potential questions the consumer may have regarding the certification and the final price quote for his or her device.

For a consumer who chooses to courier the device to an operation center, we notify the consumer of the final price quote typically within 48 hours after we receive the device. For a consumer who chooses to go to a nearby offline AHS store or arrange pick-up by an AHS Recycle representative, inspection, grading and pricing can be performed instantly. We notify the consumer of the final price quote we offer typically within 48 hours after we receive the device.

Completion of order. If the consumer agrees to the price quote, we will complete the order by issuing payment to the consumer and erasing all user data stored in the device. If the consumer asks to cancel the order, we will send the device back to the consumer within 48 hours upon receipt of a cancellation request.

One-stop trade-in option. The consumer also has the option of trade-in through AHS Recycle. We cooperate with major e-commerce platforms and consumer electronics brands to offer new devices, and we provide consumers options to trade in with a seamless transaction experience. This helps business partners promote sales and marketing of their new devices and allow their consumers access to our widespread offline reach and exceptional supply chain capabilities. If a consumer opts for a trade-in, we do not typically transmit any payment to the consumer, but instead apply the value of the consumer's existing device towards lowering the overall amount of payment for the consumer's new device. Consumers have the option to receive new devices in-store or via in-person pick-up. For trade-in transactions, we provide similar certification, pricing and data erasing services as recycling transactions.

[Table of Contents](#)

The screenshots below demonstrate the ease with which consumers can complete a trade-in transaction with our support, specifically on our partner JD.com:



Offline channels

We operate AHS stores offline in selected locations, including self-operated stores primarily in first- and second-tier cities, and jointly-operated partner stores primarily in lower-tier cities. We strategically set up our AHS stores in highly desirable, densely populated locations with strong foot traffic, mostly in popular shopping malls. For our self-operated AHS stores, we lease the properties, employ the store clerks and take full control of the daily operations. For AHS partner stores, we provide training and intelligent operational systems to support in-store operating personnel and store management. We sell the vast majority of devices procured from offline AHS stores to third-party merchants via PJT Marketplace. Below is a photo of an AHS store in China:



Consumers are guided to offline AHS stores by our business partners, such as consumer electronics brands and JD.com, and our AHS online channels. Our AHS stores attract a large number of walk-in consumers, given that they are located in areas with strong foot traffic. A typical consumer's journey in an offline AHS store is as follows:

Certification and pricing. A store clerk first conducts a preliminary check of the device regarding its brand, model, time of production, channel of prior purchase and other basic criteria. The clerk then applies our comprehensive checking and certification process on the device, and provides a price quote accordingly. The price quote is based on our consistent pricing model applicable to both online and offline transactions. If the consumer has any questions or concerns about the price quote, the clerk will provide assistance accordingly.

Data migration and erasing. To ensure data privacy, we conduct data erasing as a mandatory procedure before transporting any device into our operation centers. At AHS stores, we erase all user data on pre-owned devices in front of consumers in order to make the consumers feel comfortable and secure. If the consumer has a new device at hand, or opts to trade in for a new device available in-store, the clerk will help the consumer migrate data from the old device to the new device.

Completion of order. For orders placed directly in AHS stores, consumers get paid immediately after the device has gone through the standard process of certification, order confirmation and data erasing.

Additional services. In-store consumers can enjoy a number of services such as data migration and data erasing, and accessories purchase, as well as introduction of third-party phone screen maintenance service, instant repair and power bank rental provided by third-party suppliers. Additionally, in a trade-in scenario, the clerk will help recommend suitable models of new devices based on the consumer's needs, and advise device availability, for example, in offline AHS stores in the same city, or available from other AHS partner online channels, such as JD.com.

We are able to leverage our AHS stores to ensure seamless transaction experiences and high quality customer service. Our overall business growth also benefits from the increased brand presence and awareness raised by our network of AHS stores. As of December 31, 2018, 2019 and 2020, we had 393, 716 and 731 AHS stores, respectively, located in 93, 142 and 171 cities in China, respectively.

Partnership with key supply sources

We have established, and intend to continue to build business alliances and partnerships to grow our supply sources. In 2019, concurrently with our acquisition of Paipai Marketplace second-hand business from JD Group, we entered into a five-year business cooperation agreement with JD Group. JD Group offers trade-in of pre-owned mobile phones, laptops, tablets, digital cameras and certain other electronics for new models on its platform that is exclusively supported by our service offerings. After placing an order on the JD Group's e-commerce platforms for trading-in a device, a customer may be guided to the nearest offline AHS store. We offer customers from JD.com's platforms similar transaction experiences and the same standard of customer service as we do to customers from AHS Recycle. Starting from 2019, we also handle consumer electronics from JD spare stock (京东备件库) for distribution on PJT and Paipai Marketplaces. JD spare stock contains consumer electronics that are returned to JD.com's platforms as a result of its seven-day return policy or replaced due to package damage. These devices are close to brand new, and are hence popular among purchasers on PJT Marketplace.

We have also formed strong business alliances with leading consumer electronics brands, whom we refer to as our brand partners, and authorized distributors of certain leading consumer electronics brands, whom we refer to as our distributor partners. We primarily cooperate with our brand partners and distributor partners under the trade-in scenario. Our brand partners and distributor partners typically offer trade-in services on their official website, mobile app and authorized offline retail stores, and these services are primarily supported by our service offerings. Customers of our brand partners and distributor partners are guided to our AHS stores and kiosks to have their trade-in orders fulfilled. The 471.9 million active buyers on JD platforms as of December 31, 2020 and customers of our brand partners and distributor partners bring significant number of devices transacted on AHS Recycle.

Third-party merchants

Third-party merchants and consumer electronics retailers can choose PJT Marketplace or Paipai Marketplace to sell the products they hold. Typically, between the two marketplaces, PJT Marketplace provides merchants with faster turnaround due to the highly efficient auction transaction model. Paipai Marketplace allows merchants to enjoy higher retail margin, as the products are sold directly to end users.

For all devices distributed on PJT Marketplace in 2020, 68% were inspected in our operation centers and 32% were inspected by third-party merchants, both under our certification and grading standards. We provide suggested pricing for each device listed on PJT Marketplace, regardless of whether the device has been inspected in our own operation centers. We charge sellers on PJT Marketplace a commission, typically ranging from 1% to 3% of the executed transaction price. As of

[Table of Contents](#)

December 31, 2020, there were over 110,000 third-party merchants registered as sellers on our PJT Marketplace.

Third-party merchants on Paipai Marketplace sell their products under two models: the consignment model where we conduct device certification in our operation centers, and the POP model where devices do not go through our operation center. Under the consignment model, we recommend a transaction price for the seller to consider, while under the POP model, the sellers have full control of the pricing under the POP model and take our pricing suggestions as references only. The pricing of similar devices at similar conditions sold under both models are usually similar. In 2020, the majority of products on Paipai Marketplace were sold under the POP model. We charge the sellers on Paipai Marketplace a commission that typically ranges from 4% to 10% of the executed transaction price. We also operate our own flagship stores on Paipai Marketplace, where we either act as a seller under the POP model ourselves and inspect and certify the devices in our operation centers, or provide transaction services under the consignment model.

Demand Side

We primarily sell the pre-owned consumer electronics we source through various channels to buyers on PJT Marketplace and Paipai Marketplace. In 2020, among all devices procured from AHS Recycle, 88% are distributed through PJT Marketplace and 12% are distributed through Paipai Marketplace.

Buyers on PJT Marketplace

Buyers on PJT Marketplace are primarily small merchants who sell devices to downstream retailers, retailers who sell devices to end consumers, and small and medium enterprises who purchase devices for their employees for business use. Compared with purchasing offline, buyers on PJT Marketplace get to procure devices through fewer middlemen, which generally lowers costs. On PJT Marketplace, they also have access to a more diverse selection from a wider array of sources as well as the quality assurance services we provide.

We use a blind auction model to motivate more merchants to participate in PJT Marketplace. In a blind auction on PJT Marketplace, only the information of the device for sale is shown. Information of the seller and other bidders, and the bidding prices of other participating bidders are all hidden. We believe the blind auction model has significantly improved bidding efficiency. We notify the winning bidder and charge the purchaser a commission, typically ranging from 1% to 3% of the executed transaction price.

Buyers on Paipai Marketplace

Buyers on Paipai Marketplace are primarily consumers who desire value-for-money products. A substantial portion of these consumers are attracted from the portals of JD.com's platforms. Buyers have access to a broad range of product categories and ample selection within each category of products on Paipai Marketplace. Consumer electronics account for the majority of sales orders completed.

Our value propositions to buyers on Paipai Marketplace are as follows:

Product search or recommendation. We provide an intuitive user interface to help the buyer navigate through a vast selection of devices. The buyer can search on the Paipai portal of JD.com's app and find our products by brand, model, price and other features. Leveraging our deep

[Table of Contents](#)

understanding of the industry and user behavior, we are able to personalize and prioritize the display of high-quality listings according to the buyer's specific needs and requirements, which can make the decision-making process more efficient for the buyer.

Device certification and pricing. For pre-owned consumer electronics sold under the consignment model, either by other merchants or in our own flagship stores on Paipai Marketplace, we conduct certification and recommend retail prices using our proprietary pricing model. We believe this ensures the devices are reasonably priced, which in turn improves transparency of the transaction process and strengthens customer trust.

Customer support. Throughout the transaction process, the buyer can contact our customer service personnel via online chat or hotlines. The team is in charge of addressing customer queries and providing timely, comprehensive customer services.

Shipping and handling. Once the buyer places an order, our nationwide logistics and delivery service, primarily powered by JD Logistics and SF Express, ensures the product ordered from our own flagship stores and third-party merchants under consignment model is delivered to the buyer in a timely manner. Once the buyer confirms receipt of the product in described condition, we mark the order as completed.

Product return and quality warranty policy. If the buyer is not satisfied with the product purchased from our own flagship stores and third-party merchants under consignment model, he or she can apply for a return within seven days after receipt. The buyer can then courier the product to our operation centers and get the refund within one day upon our receipt of the product. In addition, for pre-owned consumer electronics sold in our own flagship stores, we offer one-year quality warranty policy.

Our Operation Centers

As of December 31, 2020, we operated seven centralized operation centers, equipped with proprietary data-driven processing technologies, in Shanghai, Shenzhen, Changzhou, Wuhan, Chengdu, Tianjin and Hong Kong. Our centralized operation center in Changzhou is fully automated. We also operated 15 city-level operation stations as a supplement to these centralized operation centers to enhance services accessibility for our customers. As of December 31, 2020, we had a team of 1,797 personnel working in our centralized operation centers and city-level operation stations.

A substantial number of products sold on AHS Recycle, PJT Marketplace and Paipai Marketplace go through standard certification or inspection process that takes on average six hours at our operation centers. Our standard inspection process consists of three steps: firstly, exterior inspection, such as scratch inspection; secondly, hardware inspection, such as Bluetooth inspection and touch screen inspection; and thirdly, interior inspection, such as water damage inspection. Upon completion of the inspection or certification, our system automatically generates a comprehensive, standardized report. Each report includes extensive information on the exterior, hardware and interior of the device.

[Table of Contents](#)

The advanced technologies and streamlined processes we apply in our operation centers enable us to standardize the industry. Our best-in-class inspection technologies and grading process allow us to categorize the inherently non-standardized pre-owned consumer electronics into standard grades that customers can rely on. The automation of our operation centers enhances the efficiency of our business operations by increasing processing capacity and reducing error rate and labor cost. Below are photos of our fully automated operation center in Changzhou.



Our Services

Offline customer service

As of December 31, 2020, we operated 731 AHS stores in 171 cities across China. Our offline AHS stores serve as convenient access points for local walk-in consumers, which not only help us reach more consumers, but also increase our brand awareness.

In our AHS stores, our strong service capabilities enable a consumer to have his or her pre-owned consumer electronics certified, graded and priced within three minutes. Furthermore, store clerks provide speedy and efficient data migration and data erasing services to consumers through our proprietary data erasing software. Our AHS stores also provide certain trade-in services such as on-site inspection, grading and pricing to complement mail-in trade-ins.

AHS stores also offer complementary services, such as phone screen insurance, instant repair, power bank rental and accessories purchase. Through these high-frequency interactions, clerks are able to build connections with consumers, which also generate effective transaction leads. We believe these high-quality in-store customer services we offer differentiate us from other transaction platforms.

Additionally, we provide a suite of omni-channel comprehensive solutions to phone brands, which provide access to different aspects of our platform to facilitate their own trade-in transactions. For example, after placing an order on an online portal of our brand partner, a consumer may be guided to the nearest offline AHS store to trade-in a device.

Quality warranty

Leveraging our deep industry know-how and our capabilities in inspection, grading and pricing of consumer electronics, we offer quality warranties for products sold on Paipai Marketplace while

ensuring a relatively low return rate. According to the CIC Report, we are the first pre-owned consumer electronics transaction platform to provide such warranty in China. Pre-owned consumer electronics transaction platforms typically do not offer quality warranty to purchasers, as the quality of pre-owned goods is inherently uncertain, according to the CIC Report. We believe the quality warranty we offer showcases our unparalleled expertise in the industry, and promotes customer trust in PJT Marketplace and Paipai Marketplace.

We provide a three-day return policy to purchasers on PJT Marketplace who prove the products they purchased to be defective by uploading pictures and other evidence. For purchasers on Paipai Marketplace, we provide a seven-day return policy. Purchasers who wish to return the purchased products and have their requests approved can courier the products to our operation centers. We will issue the refund to the customer promptly upon receipt of the products and confirming refundable.

The quality of devices sold by third-party merchants is also important to maintaining the brand image of PJT Marketplace and Paipai Marketplace. We also evaluate the qualities of products sold by third-party merchants on a weekly basis, primarily based on return rate of products sold by such third-party merchants. For third-party merchants who continually incur high return rate, we may take measures, such as charging them fines, to reduce their activities on our platform.

Logistics and online order fulfillment

We maintain a long-term cooperative relationship with reputable delivery service providers, including JD Logistics and SF Express, to fulfill our orders, who in turn provide to us and our customers tailored delivery and pick-up services.

Customers can seamlessly interact with us online and offline for their order fulfillment. When placing orders on AHS Recycle, customers may choose in-person delivery at an offline AHS store or door-to-door delivery to one of our operation centers. For bidding orders placed on PJT Marketplace, we deliver the devices from our operation stations to the buyers through third-party delivery service providers we work with, primarily SF Express. For purchase orders placed on Paipai Marketplace, we primarily utilize the services of JD Logistics to make delivery.

Our International Business

We are expanding our pre-owned consumer electronics transactions and services overseas, primarily through AHS Device. We anticipate that international markets will benefit from our proprietary inspection, grading and pricing technologies, which will automate the entire transaction process and significantly save time and labor costs.

We source pre-owned consumer electronics for distribution outside of China primarily through mobile network operators and merchants in developed economies. Our pre-owned consumer electronics on our international portal also go through the standard inspection, grading and pricing process through our operation center in Hong Kong, and are then sold to other merchants internationally as well as consumers through other international e-commerce platforms, primarily in Southeast Asia, Latin America and Africa.

We may pursue new strategic initiatives to expand our business overseas in the future, including through mergers, acquisitions and joint ventures outside of China. As of the date of this prospectus, we have not identified any specific targets for mergers, acquisitions or establishing joint ventures.

Our Strategic Partners

JD Group

We have a long history of cooperation with JD Group, a leading e-commerce company in China and our largest shareholder.

In 2015, we started empowering JD Group with our recycle and trade-in service capabilities.

In June 2019, JD Group invested in our company, which marked the beginning of our large-scale and in-depth cooperation with JD Group. In connection with the investment, JD Group merged its Paipai Marketplace second-hand business into ours, and entered into a five-year business cooperation agreement, as supplemented, or the BCA, with us covering cooperation in areas such as user traffic, marketing, research and development, commission sharing, supply chain and logistics, and customer service and after-sales services. Under the JD BCA, JD Group authorized us to operate and we agreed to provide platform services to its spare stock, which constitutes a complementary source of supply on PJT Marketplace and Paipai Marketplace. Under the JD BCA, JD Group agreed to a five-year non-compete commitment with respect to certain product categories. As part of our strategic partnership, JD Group offers us the access portals embedded in the JD mobile app, the JD.com website and JD's Weixin mini-program, which channel us to the consumer traffic available on JD platforms.

We further leveraged our inspection, grading and pricing technologies to facilitate JD Group's "one-stop trade-in" service to its customers. Upon placing a shopping order on JD platforms, customers are guided to AHS Recycle service embedded in JD mobile app, through either to the nearest offline AHS store, or to pick up new devices and trade-in pre-owned devices. We also provide superior in-store customer experience to those customers who are guided to our offline AHS stores from JD platforms.

In August 2019, to enhance our cooperation, we entered into an agreement with JD Group, pursuant to which we are authorized to use the JD Cellphone brand name in our AHS stores. In 2020, we entered into an agreement with JD Group, pursuant to which JD transferred a few brand names to us, including Wanwuxinsheng (万物新生), which has become our major brand in China. In 2018, 2019 and 2020, our cooperation with JD Group contributed RMB1.0 billion, RMB1.3 billion and RMB2.0 billion, respectively, of our GMV for product sales, and a vast majority of the GMV facilitated on our Paipai Marketplace.

Brand partners

We entered into business cooperation agreements with certain globally-recognized consumer electronics manufacturers, covering cooperation in areas such as user traffic, marketing and commission sharing, typically with a term of one to three years. Under these business cooperation agreements, our brand partners offer us prominent access points on their official websites, mobile apps and Weixin mini-programs to provide us with traffic support, in exchange for which we provide recycle and/or trade-in services to their customers.

Technology Infrastructure

Our Supply Sourcing Technology

We apply our proprietary technology to help source supply of pre-owned consumer electronics and empower others to participate in the pre-owned consumer electronics ecosystem. In June 2020,

we launched DeviceHero, our proprietary inspection terminal that is the size of a power bank. DeviceHero helps small merchants inspect the need for parts replacement, functionality, battery life and many other key features of pre-owned devices. A DeviceHero box automatically begins inspection of a device's features once connected. After inspection, it transfers the results back to our big data platform to assess pricing and quality. DeviceHero box empowers small merchants for plug-in inspection and precision pricing within minutes.

In order to further strengthen our offline service capabilities, we place self-service recycling kiosks in selected brand stores. As of December 31, 2020, we had over 1,500 self-service recycling kiosks in major phone retailers throughout the country to help brands and their authorized distribution channels process trade-ins. These kiosks are equipped with similar inspection technology as our DeviceHero boxes and leverage data from millions of transactions and thousands of phone models to inspect, grade and price devices. They are able to inspect and display a sale price for pre-owned devices within two minutes. The kiosks temporarily store the recycled devices before they are shipped downstream for further certification and distribution on PJT Marketplace.

Our Inspection, Grading and Pricing Technology

We inspect or certify most devices sourced from AHS Recycle and sold on PJT Marketplace and Paipai Marketplace. We have developed a comprehensive inspection and certification system covering hardware, exterior and interior inspection. We had a dedicated device inspection team consisting of 1,133 members as of December 31, 2020. As of December 31, 2020, we had obtained ten patents in relation to consumer electronics inspection and certification. Our inspection capabilities are also recognized and trusted by both consumers and merchants. For example, as of December 31, 2020, we had licensed our DeviceHero proprietary inspection system to 9,464 small merchants to facilitate their inspection of the functionality, battery life and other features of pre-owned consumer electronic devices.

Based on a substantial amount of data on devices and transactions, we have also developed a unified grading standard which comprises of 40 grading tiers. This grading standard has been recognized by all types of participants in the pre-owned consumer electronic devices industry, including retailers, small merchants and consumers.

Our platform has generated a wealth of data on devices and transactions that continually improves our pricing system. We use proprietary algorithms to optimize pricing based on factors such as brand, model, age, condition, color and current market demand. Increasingly, we are using our technology platform to automate pricing of the devices sold through our platform. We also provide human oversight of the pricing process, which allows us to recognize and appropriately adjust for real-time changes in market trends. Leveraging our accurate and efficient pricing capabilities, for devices on PJT Marketplace, we provide a suggested starting price and an estimated final transaction price for the seller's reference.

Proprietary In-store Operations System

We develop and employ our own proprietary operations system, complemented by our strengths in big data analytics, within our in-store network to enhance our day-to-day operational decision-making. Our in-store operations system continuously generates substantial data within our in-store network by observing consumer behavior and transaction preferences, which can be analyzed to optimize store management, standardize customer service offerings, and manage operational risks such as theft or malpractice. We also leverage our proprietary in-store operations system to help in strategic decision making, such as site selection for new store openings and renewal of agreements with partners of our jointly-operated stores.

Environmental and Social Responsibility

Being environmentally-friendly and having positive social impact is an integral part of our business. Our platform reduces electronic waste by increasing the life cycle of electronic devices. By distributing pre-owned devices to developing areas, we enable access to more affordable consumer electronics in those regions based on our advanced technologies.

We are committed to sustainable development and constantly advocate for the harmonious coexistence between human and nature. Since 2018, we have been launching various initiatives, such as public welfare actions, to encourage consumers to protect our environment. For example, as of December 31, 2020, we had donated pre-owned iPads we procured from AHS Recycle of over RMB0.6 million worth of value to elementary schools in rural areas to support local education, helping tens of thousands of students.

We believe it is our responsibility to contribute to our community in difficult times, and have donated fund and medical supplies to support China's nationwide efforts to contain the COVID-19 pandemic.

Risk Management and Compliance

Product Quality and Safety

We have established a unified product inspection system, for products sourced from offline and online channels, to ensure product quality and safety.

To control the quality of products sold by third-party merchants, we also conduct quality evaluation over such products, primarily based on return rate. For third-party merchants who continually incur high return rate, we may take measures, such as charging them fines, to reduce their activities on our platform.

Information and Data Security

For all devices collected by us, we use proprietary data erasing software to sanitize sensitive information, ensure data security and avoid data leakage.

We have collected a vast amount of data that are related to our business, all with consent from owners of such information. We are committed to protecting the privacy and security of such data. We have established and implemented a strict platform-wide policy on data collection, processing and usage. Besides, we comply with security policies and measures established by JD Group in relation to our partnership with them on AHS Recycle and Paipai Marketplace.

To ensure the confidentiality and integrity of our data, we maintain a comprehensive and rigorous data security policy. We anonymize and encrypt confidential personal information and take other technological measures to ensure the secure processing, transmission and usage of data. We have also established stringent internal protocols under which we grant classified access to confidential personal data only to limited employees with strictly defined and layered access authority. In addition, we ensure the security and compliance of our information and technology system. Our system was certified as Safety Level III Computer Information System in 2019 by the public security department. In early 2021, we obtained the 27001 Information Security Management System Certification of the International Organization for Standardization.

We back up our data on a daily basis in multiple secured data storage systems to minimize the risk of data loss. We also conduct frequent reviews of our back-up systems to ensure that they function

[Table of Contents](#)

properly and are well maintained. We have also established an information security team to protect our systems from unauthorized access and malicious attacks, and safeguard the integrity and security of our user data.

See “Risk Factors—Risks Related to Our Business and Industry—Privacy concerns relating to pre-owned consumer electronics and the collection, store and use of customer information could deter current and potential customers from choosing our products or services, damage our reputation, impede our business growth and thus negatively impact our business.”

Regulatory Compliance

We have adopted an Anti-Corruption Compliance Policy in which we strictly forbid any kickbacks or other payments to a customer to secure purchases. The prohibition applies to both direct and indirect payments, such as payments in disguise of discounts and gifts.

To effectuate our anti-kickback policies and policies against other prohibited conducts, our internal control department, legal department, and corporate governance department coordinate to monitor the compliance of our business activities and handle complaints and whistle-blowing cases through our internal compliance reporting email. We post violations and our disciplinary decisions against violations on our internal website.

Fraud Prevention

We have a dedicated team to constantly monitor transactions and employees' and customers' behavior on our platform.

We strictly enforce our anti-fraud measures. For example, we require our customers on AHS Recycle and both sellers and buyers on PJT Marketplace to provide identification documents such as identification card and business licenses to authenticate their identity and require them to enter passcode of the electronics to prevent fraud. Besides, to monitor the risks associated with the devices on our platform, our professionals check whether a device was opened or replaced with unauthorized parts.

Intellectual Properties

We regard our patents, trademarks, copyrights, domain names, know-hows, proprietary technologies, and similar intellectual property as critical to our success. As of December 31, 2020, we had 31 patents registered. As of December 31, 2020, we also owned 253 registered trademarks, eight registered copyrights and 67 registered software programs developed by us relating to various aspects of our operations, and 64 registered domain names, including *aihuishou.com* and *paijitang.com*.

We seek to protect our technology and associated intellectual property rights through a combination of patent, copyright and trademark laws, as well as license agreements and other contractual protections. In addition, we enter into employment agreements with confidentiality arrangements with our employees to protect our proprietary rights. The agreements we enter into with our employees also provide that all patents, software, inventions, developments, works of authorship and trade secrets created by them during the course of their employment with us are our property.

We intend to protect our technology and proprietary rights vigorously. We have employed internal policies, confidentiality agreements, encryptions and data security measures to protect our proprietary rights. From time to time, third parties may initiate litigation against us alleging infringement of their

[Table of Contents](#)

proprietary rights or declaring their non-infringement of our intellectual property rights. See “Risk Factors—Risks Related to Our Business and Industry—We may not be able to prevent others from unauthorized use of our intellectual property, which could harm our business and competitive position” and “Risk Factors—Risks Related to Our Business and Industry—We may be subject to intellectual property infringement claims, which may be expensive to defend and may disrupt our business and operations.”

Branding and Marketing

We believe that our omni-channel business model, in its nature, can efficiently bring strong user traffic, and our high-quality services lead to strong word-of-mouth referrals, which drive customer awareness of our brands. Our sales and marketing team, consisting of 522 personnel as of December 31, 2020, is dedicated to implementing our multi-channel marketing strategy both online and offline.

To build our brand awareness, we utilize mass market advertising, especially in locations with high population density such as subway stations. In recent years, we have also expanded our marketing efforts into emerging channels, such as live streaming and short-video platforms. For example, we place ads in highly popular media content and collaborate with social media influencers on leading live-streaming platforms. Further, we leverage social media campaigns to raise our brand awareness, promote our marketplaces and the products sold thereon.

For user acquisition, we have leveraged both online and offline presence to generate traffic to our platform. For example, our offline AHS stores are conveniently located in places with heavy foot traffic, attracting considerable walk-in consumers. We also leverage the 471.9 million active buyers on JD.com platforms as of December 31, 2020 as a source of user traffic.

Competition

The pre-owned consumer electronics industry in China is rapidly evolving and increasingly competitive. Although we believe no other industry player in China operates under the end-to-end platform business model like ours, we face competition from players who operate a business overlapping with or similar to one or several components of our platform. For example, we compete with other platforms for pre-owned goods transactions.

We believe we compete on the basis of our abilities to create a new infrastructure defined by our end-to-end coverage of the value chain including the supply chain and standardizing of inspection, grading, and pricing. According to the CIC Report, we are the only end-to-end platform integrating C2B, B2B and B2C capabilities with both online and offline presence in China. We believe that our diverse sources of supply also give us a competitive advantage, given our wide coverage of the supply chain. According to the CIC Report, we had a market share of 8.7% in 2020 in terms of number of devices transacted, which is higher than the approximately 4.4% of market share combined held by the next five players in China, and we are expected to continue to hold the market leading position in the near future.

[Table of Contents](#)

Employee

We had 2,388 full-time employees as of December 31, 2020, the vast majority of which are located in China. The following table sets forth the number of our full-time employees as of December 31, 2020:

Function	Number of Employees	Percentage
Operation and Fulfillment	1,528	64.0%
Research and Development	391	16.4%
Sales and Marketing	375	15.7%
General Administration and Support	76	3.2%
Customer Service	18	0.8%
Total	2,388	100.0%

In addition to our own employees, our workforce also includes 1,740 outsourced workers and 171 part-time personnel, as of December 31, 2020. We enter into contracts with our labor outsourcing partners and part-time personnel as required by applicable laws and regulations.

Our success depends on our ability to attract, motivate, train and retain qualified personnel. 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 able to attract and retain high-quality and qualified personnel. We believe that we maintain a good working relationship with our employees, and we have not experienced any material labor disputes in the past.

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, unemployment insurance, childbirth insurance, work-related injury insurance, medical insurance and housing insurance. We are required under PRC law to make contributions from time to time to employee benefit plans for our PRC-based employees at specified percentages of the salaries, bonuses and certain allowances of such employees, up to a maximum amount specified by the local governments in China.

We enter into standard employment agreements with our employees. Our employment agreements with our senior management include standard confidentiality and non-compete clauses.

Facilities

Our headquarters are located in Shanghai, where we leased an aggregate area of over 5,300 square meters as of December 31, 2020 for office space. As of December 31, 2020, we had seven operation centers with an aggregate floor area of approximately 35,400 square meters across Mainland China and Hong Kong.

Our servers are hosted in Hangzhou, China. These data centers are owned and maintained by third-party data center operators. We believe that our existing facilities are sufficient for our current needs, and we will obtain additional facilities, principally through leasing, to accommodate our future expansion plans as needed.

As of December 31, 2020, we leased properties for all of our 431 directly operated offline AHS stores across 22 cities in China.

Insurance

We provide social security insurance for our employees as required by PRC law. Consistent with customary industry practice in China, we do not maintain business interruption or product transportation insurance, nor do we maintain key-man insurance. See “Risk Factors—Risk Factors Related to Our Business and Industry—We have limited insurance coverage, which could expose us to significant costs and business disruption.”

Legal Proceedings

We are currently not a party to any material legal or administrative proceedings. We may from time to time be subject to various legal or administrative claims and proceedings arising in the ordinary course of business. Litigation or any other legal or administrative proceeding, regardless of the outcome, is likely to result in substantial cost and diversion of our resources, including our management’s time and attention.

REGULATION

We are subject to a variety of PRC laws, rules and regulations affecting many aspects of our business. This section sets out a summary of the major relevant laws, regulations, rules and policies which may have material impact on our business and operations.

Regulation Relating to the Circulation of Pre-owned Electronics

The Measures for Administration of the Circulation of Second-hand Goods (for Trial Implementation) issued by the Ministry of Internal Trade of the PRC (which is the predecessor of the MOFCOM) and the Ministry of Public Security of the PRC on March 9, 1998 requires that second-hand goods operators shall record the names of entities and the resident identity cards of individuals that/who sell or consign for sale, or are entrusted to sell or consign for sale second-hand goods; and shall strictly check the power of attorney of the entrusting entities and resident identity cards of the entrusting individuals.

The Administrative Measures for the Recycling of Renewable Resources, or the Recycling of Renewable Resources Measures, which initially took effect on March 27, 2007 and amended by the MOFCOM and other authorities on November 30, 2019, regulates “renewable resources” including all kinds of wastes that are generated in social production and living and consumption, and that have lost all or part of their use value, but can regain use value through recovery and processing, including discarded electronic products, etc. To engage in renewable resources recovery business, a recycling operator can start business only after getting a business license, and the business scope specified on the business license shall include the business of recycling of renewable resources. In addition to the requirements under the Recycling of Renewable Resources Measures, a recycling operator engaging in the purchase and sale of pre-owned electric appliances and electronic products shall also comply with other more specific requirements set forth in other laws and regulations.

The Administrative Measures on the Circulation of Pre-owned Electrical and Electronic Products, or the Pre-owned Electronics Circulation Measures, promulgated by the MOFCOM on March 15, 2013, further specifies the requirements under the above two regulations. According to the Pre-owned Electronics Circulation Measures, recycling operators engaging in the purchase and sale of pre-owned electric appliances and electronic products shall record information of the purchased products, including the product name, trademark, model, original purchase voucher or identity information of sellers of the products. Pre-owned electric appliances and electronic products to be sold shall be labeled as used products in a prominent position. Recycling operators are prohibited from purchasing the following electric appliances and electronic products: (i) those sealed up or impounded according to the law, (ii) those that are obtained by stealing, robbing, swindling, smuggling or other illegal criminal means by the sellers and clearly known by such operator, (iii) those whose legitimate sources cannot be explained, and (iv) other used electrical and electronic products which are forbidden to be purchased according to laws and administrative regulations. Violation of the above provision may result in a fine up to RMB30,000 to be imposed on the recycling operator, or even criminal liability if the case is serious enough. It is also clarified that purchase and sale of pre-owned electric appliances and electronic products through the Internet shall also comply with the requirements under the Pre-owned Electronics Circulation Measures.

Regulations Relating to Foreign Investment

The Foreign Investment Law and the Implementing Regulations of the Foreign Investment Law provide that a system of pre-entry national treatment and negative list shall be applied for the administration of foreign investment, where “pre-entry national treatment” means that the treatment

given to foreign investors and their investments at market entry stage is no less favorable than that given to domestic investors and their investments, and “negative list” means the special administrative measures for foreign investment’s entry to specific fields or industries. Foreign investments beyond the negative list will be granted national treatment. Foreign investors shall not invest in the prohibited fields as specified in the negative list, and foreign investors who invest in the restricted fields shall comply with certain special requirements on shareholding and senior management personnel, etc. In the meantime, relevant competent government departments will formulate a catalogue of the specific industries, fields and regions in which foreign investors are encouraged and guided to invest according to the national economic and social development needs. The current industry entry clearance requirements governing investment activities in the PRC by foreign investors are set out in two categories, namely The Special Management Measures for the Entry of Foreign Investment (Negative List) (2020 version), or the 2020 Negative List, as promulgated on June 23, 2020 by the National Development and Reform Commission, or the NDRC, and the Ministry of Commerce, or the MOFCOM, and became effective on July 23, 2020, and the Encouraged Industry Catalogue for Foreign Investment (2020 version), as promulgated by the NDRC and the MOFCOM on December 27, 2020 and became effective on January 27, 2021. Industries not listed in these two catalogues are generally deemed “permitted” for foreign investment unless specifically restricted by other PRC laws. According to the 2020 Negative List, foreign equity ownership in any given value-added telecommunications services provider shall not exceed 50% (excluding e-commerce, domestic multi-party telecommunication, storage and forwarding business, and call center).

In order to coincide with the implementation of the Foreign Investment Law (as defined below) and the Implementing Regulations of the Foreign Investment Law (as defined below), the MOFCOM and the SAMR promulgated the Measures for Reporting of Information on Foreign Investment on December 30, 2019, effective from January 1, 2020, which provides that foreign investors or foreign-invested enterprises shall submit investment information by submitting initial reports, change reports, deregistration reports, and annual reports through an enterprise registration system and a national enterprise credit information publicity system. Announcement of the Ministry of Commerce [2019] No.62—Announcement on Matters Concerning the Reporting of Information on Foreign Investment promulgated by MOFCOM on December 31, 2019 and Circular of the State Administration for Market Regulation on Effective Work on Registration of Foreign-invested Enterprises for the Implementation of the Foreign Investment Law promulgated by SAMR on December 28, 2019 further refine the related rules.

On March 15, 2019, the National People’s Congress, or the NPC, promulgated the Foreign Investment Law of the PRC, or the Foreign Investment Law, which became effective on January 1, 2020 and replaced the Sino-foreign Equity Joint Venture Enterprise Law, the Sino-foreign Cooperative Joint Venture Enterprise Law and the Wholly Foreign-invested Enterprise Law, together with their implementation rules and ancillary regulations. The organization form, organization and activities of foreign-invested enterprises shall be governed, among others, by the PRC Company Law and the PRC Partnership Enterprise Law. Foreign-invested enterprises established before the implementation of the Foreign Investment Law may maintain their original organization form and structure within five years after the implementation of the Foreign Investment Law. The Foreign Investment Law mainly provides for four forms of foreign investments: (a) establishment of a foreign invested enterprise within PRC by a foreign investor, individually or collectively with other investors; (b) acquisition of shares or equity interests in, asset interests of, or other like rights and interests of an enterprise within PRC by a foreign investor; (c) investments in a new project within the PRC by a foreign investor, individually or collectively with other investors, and (d) foreign investors’ investments in the PRC through any other methods under laws, administrative regulations, or provisions prescribed by the State Council of the PRC. It does not address the concept and regulatory regime of VIE structures and uncertainties remain in relation to its interpretation and implementation.

On December 26, 2019, the State Council promulgated the Implementing Regulations of the Foreign Investment Law of the People's Republic of China, or the Implementing Regulations of the Foreign Investment Law, which became effective on January 1, 2020. The Implementing Regulations of the Foreign Investment Law strictly implements the legislative principles and purpose of the Foreign Investment Law. It emphasizes promoting and protecting the foreign investment and refines the specific measures to be implemented. On the same day, the Supreme People's Court issued an Interpretation on the Application of the Foreign Investment Law of the PRC, effective as of January 1, 2020. This interpretation applies to all contractual disputes arising from the acquisition of the relevant rights and interests by a foreign investor by way of gift, division of property, merger of enterprises, division of enterprises.

Regulation on Value-Added Telecommunications Services

Foreign investment in value-added telecommunications

Foreign direct investment in telecommunications companies in China is regulated by the Administrative Provisions on Foreign-Invested Telecommunications Enterprises, or the FITE Regulation, which was issued by the State Council on December 11, 2001 and last amended on February 6, 2016. The FITE Regulation provides that a foreign-invested telecommunications enterprise in the PRC, or the FITE, must be established as a sino-foreign equity joint venture for operations in the PRC. Under the FITE Regulation and in accordance with WTO-related agreements, the foreign party investing in a FITE engaging in value-added telecommunications services may hold up to 50% of the ultimate equity interests of the FITE. In addition, the major foreign party as the shareholder of the FITE must satisfy a number of stringent performance and operational experience requirements, including demonstrating a good track record and experience in operating a value-added telecommunications business. The FITE that meets these requirements must obtain approvals from the Ministry of Industry and Information Technology, or the MIIT, and MOFCOM or their authorized local counterparts, which retain considerable discretion in granting approvals. Furthermore, the foreign party investing in e-commerce business, as a type of value-added telecommunications services, has been allowed to hold up to 100% of the equity interests of the FITE based on the Circular of the Ministry of Industry and Information Technology on Removing the Restrictions on Shareholding Held by Foreign Investors in Online Data Processing and Transaction Processing (Operating E-commerce) Business issued on June 19, 2015 and the current effective Catalogue of Telecommunications Services, or the Telecom Catalog.

On July 13, 2006, the Ministry of Information Industry of the PRC, or the MII (which is the predecessor of the MIIT) promulgated the Notice of the Ministry of Information Industry on Strengthening the Administration of Foreign Investment in Value-added Telecommunications Business, or the MII Notice, which reiterates certain requirements of the FITE Regulations and strengthens the administration by the MII. Under the MII Notice, if a foreign investor intends to invest in PRC value-added telecommunications business, the foreign investor must establish a foreign invested enterprise and apply for the relevant license for value-added telecommunications services, or the VATs License. In addition, a domestic company that holds a VATs License is prohibited from leasing, transferring or selling the license to foreign investors in any form, and from providing any assistance, including providing resources, sites or facilities, to foreign investors to conduct value-added telecommunications businesses illegally in China. Trademarks and domain names that are used in the provision of value-added telecommunications services must be owned by the license holder or its shareholders. The MII Notice also requires that each value-added telecommunications services license holder have appropriate facilities for its approved business operations and maintain such facilities in the business regions covered by its license. The holder of a VATs License shall improve relevant measures for safeguarding the network and information, establish relevant administrative policies on information safety, set up the procedures for handling emergencies of network and information safety and

implement the liabilities for information safety in accordance with the standards set forth in the relevant PRC regulations.

Due to a lack of interpretive materials from the relevant PRC governmental authorities, there are uncertainties regarding whether PRC governmental authorities would consider our corporate structure and contractual arrangements to constitute foreign ownership of a value-added telecommunications business. See “Risk Factors—Risks Relating to Doing Business in China—If the PRC government finds that the agreements that establish the structure for operating some of our operations in China do not comply with PRC regulations relating to the relevant industries, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations.” In order to comply with PRC regulatory requirements, we operate a portion of our business through our VIE, with which we have contractual relationships but in which we do not have direct ownership interest. If our current ownership structure is found to be in violation of current or future PRC laws, rules or regulations regarding the legality of foreign investment in the PRC internet sector, we could be subject to severe penalties.

Telecommunications regulations

The Telecommunications Regulations of the PRC, or the Telecom Regulations, promulgated on September 25, 2000 and amended on July 29, 2014 and February 6, 2016 respectively, are the primary PRC regulations governing telecommunications services, which set out the general framework for the provision of telecommunications services within the PRC. The Telecom Regulations require that telecommunications service providers shall obtain licenses prior to commencing operations. The Telecom Regulations draw a distinction between basic telecommunications services and value-added telecommunications services. The Telecom Catalog, promulgated by MII on February 21, 2003 and most recently amended by the MIIT on June 6, 2019, and issued as an attachment to the Telecom Regulations, identifies internet information services and online data processing and transaction processing as value-added telecommunications services.

On July 3, 2017, the MIIT issued the revised Administrative Measures for the Licensing of Telecommunications Business, or the Telecom License Measures, which became effective on September 1, 2017, to supplement the Telecom Regulations. The Telecom License Measures require that an operator of value-added telecommunications services obtain a VATs License from the MIIT or its provincial level counterparts. The term of a VATs License is five years and the license holder is subject to annual inspection.

Internet information services

On September 25, 2000, the State Council promulgated the Measures for the Administration of Internet Information Services, or the ICP Measures, as amended on January 8, 2011. Under the ICP Measures, internet information services are categorized into commercial internet information services and non-commercial internet information services. The operators of non-commercial internet information services must file with relevant governmental authorities and operators of commercial internet information services in China must obtain an ICP License from the relevant governmental authorities. And the provision of particular information services, such as news, publishing, education, healthcare, medicine and medical advice must also comply with relevant laws and regulations and obtain approval from competent governmental authorities.

Internet information service providers are required to monitor their websites. They shall not post or disseminate any content that falls within prohibited categories provided by laws or administrative regulations and must stop providing any such content on their websites. The relevant PRC governmental authorities may order ICP License holders that violate the content restrictions to correct those violations and revoke their ICP Licenses in cases of gross violations.

The MIIT released the Circular on Regulating the Use of Domain Names in Internet Information Services on November 27, 2017, effective from January 1, 2018, which provides that the domain names used by the internet information service provider in providing internet information services shall be registered and owned by such internet information service provider, and if the internet information service provider is a legal entity, the domain name registrant shall be the legal entity (or any of its shareholders), or its principal or senior manager.

Regulations Relating to E-Commerce

On January 26, 2014, the State Administration for Industry and Commerce of the PRC (which is the predecessor of the SAMR), or the SAIC, promulgated the Administrative Measures for Online Trading, which became effective on March 15, 2014, to regulate all operating activities for product sales and services offered via the internet (including mobile internet). It stipulates the obligations of online products operators and services providers and certain special requirements applicable to third-party trading platform operators. This regulation will be superseded by the Online Transactions Measures (as defined below) from May 1, 2021.

On January 6, 2017, the SAIC promulgated Interim Measures for Seven-day Unconditional Return of Online Purchased Goods, which became effective on March 15, 2017 and later amended on October 23, 2020. According to such measures, customers are entitled to return goods without reason, except for customized goods, fresh and perishable goods, audio-visual products, computer software and other digital products which are downloaded online or whose packages have been opened by consumers, and delivered newspapers or periodicals, and such other merchandize which is, as confirmed by the consumer at the time of purchase, not fit for the return policy by nature. Where the goods returned are intact, the online seller shall refund to the consumer the payments made for the goods within seven days upon receipt thereof.

On August 31, 2018, the Standing Committee of the National People's Congress promulgated the E-Commerce Law of the PRC, or the E-Commerce Law, which took effect on January 1, 2019. The promulgation of the E-Commerce Law established the basic legal framework for the development of China's e-commerce business and clarified the obligations of the e-commerce business operators and the possible legal consequences if e-commerce business operators are found to be in violation of legal obligations. For example, pursuant to the E-Commerce Law, the e-commerce business operators shall disclose information about goods or services provided comprehensively, truthfully, accurately and promptly in order to protect the consumers' rights to know and rights to choose. The e-commerce business operators shall not fabricate transactions or users' comments to conduct false or misleading business promotions so as to defraud or mislead consumers. Violation of the provisions of the E-Commerce Law may result in being ordered to make corrections within a prescribed period of time, confiscation of illegally obtained gains, fines, suspension of business, inclusion of such violations in the credit records and possible civil liabilities.

On March 15, 2021, the SAMR promulgated the Measures for the Supervision and Administration of Online Transactions, or the Online Transactions Measures, which will come into effect on May 1, 2021. The Online Transactions Measures implements relevant legislative principles and purpose of the E-Commerce Law and refines a series of relevant laws and regulations. It further specifies the responsibilities of online trading platform operators and the requirements for protecting online consumers' rights and interests.

Regulations Relating to Internet Security and Privacy

Regulations on Internet Security

The Decision in Relation to Protection of Internet Security enacted by the Standing Committee of the National People's Congress on December 28, 2000, as amended in 2009, provides that, among other things, the following activities conducted through the internet, if constituting a crime under PRC laws, are subject to criminal punishment: (i) hacking into a computer or system of strategic importance; (ii) intentionally inventing and spreading destructive programs such as computer viruses to attack the computer system and the communications network, thus damaging the computer system and the communications networks; (iii) in violation of national regulations, discontinuing the computer network or the communications service without authorization; (iv) leaking state secrets; (v) spreading false commercial information; or (vi) infringing intellectual property rights through internet.

The Provisions on Technological Measures for Internet Security Protection, or the Internet Security Protection Measures, promulgated on December 13, 2005 by the Ministry of Public Security require internet service providers and online entity users to use interconnection technical measures for internet security protection, such as technical measures for preventing any matter or act that may endanger network security, including but not limited to computer viruses, invasion or attacks to the network, or destruction of the network. All internet access service providers are required to take measures to keep records of and preserve user registration information.

On November 7, 2016, the Standing Committee of the National People's Congress promulgated the Cyber Security Law, which came into effect on June 1, 2017, and applies to the construction, operation, maintenance and use of networks as well as the supervision and administration of cybersecurity in China. The Cyber Security Law defines "networks" as systems that are composed of computers or other information terminals and relevant facilities used for the purpose of collecting, storing, transmitting, exchanging and processing information in accordance with certain rules and procedures. "Network operators", who are broadly defined as owners and administrators of networks and network service providers, are subject to various security protection-related obligations, including: (i) complying with security protection obligations in accordance with tiered cybersecurity system's protection requirements, which include formulating internal security management rules and manual, appointing cybersecurity responsible personnel, adopting technical measures to prevent computer viruses and cybersecurity endangering activities, adopting technical measures to monitor and record network operation status and cybersecurity events; (ii) formulating cybersecurity emergency response plans, timely handling security risks, initiating emergency response plans, taking appropriate remedial measures and reporting to regulatory authorities; and (iii) providing technical assistance and support for public security and national security authorities for protection of national security and criminal investigations in accordance with the law. Network service providers who do not comply with the Cyber Security Law may be subject to fines, suspension of their businesses, shutdown of their websites, and revocation of their business licenses.

Regulations on Privacy Protection

On December 29, 2011, the MIIT issued the Several Provisions on Regulating the Market Order of Internet Information Services, pursuant to which an internet information service provider may not collect any user personal information or provide any such information to third parties without the consent of a user. In addition, an internet information service provider must expressly inform the users of the method, content and purpose of the collection and processing of such user personal information, and may only collect such information necessary for the provision of its services. An internet information service provider is also required to properly maintain the user personal information, and in case of any leak or likely leak of the user personal information, the internet information service

providers must take immediate remedial measures and, in severe circumstances, make an immediate report to the telecommunications regulatory authority.

Pursuant to the Decision on Strengthening the Protection of Online Information, issued by the Standing Committee of the National People's Congress in 2012, and the Order for the Protection of Telecommunication and Internet User Personal Information, issued by the MIIT in 2013, any collection and use of a user's personal information must be subject to the consent of the user, be legal, reasonable and necessary and be limited to 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 collected personal information from any unauthorized disclosure, damage or loss. Any violation of these laws and regulations may subject the internet information service provider to warnings, fines, confiscation of illegal gains, revocation of licenses, cancellation of filings, closedown of websites or even criminal liabilities.

With respect to the security of information collected and used by mobile apps, pursuant to the Announcement of Conducting Special Supervision against the Illegal Collection and Use of Personal Information by Apps, which was issued on January 23, 2019, app operators should collect and use personal information in compliance with the Cybersecurity Law and should be responsible for the security of personal information obtained from users and take effective measures to strengthen the personal information protection. Furthermore, app operators must not force their users to make authorization by means of bundling, suspending installation or in other default forms and should not collect personal information in violation of laws, regulations or breach of user agreements. Such regulatory requirements were emphasized by the Notice on the Special Rectification of Apps Infringing upon User's Personal Rights and Interests, which was issued by MIIT on October 31, 2019.

On November 28, 2019, the CAC, the MIIT, the Ministry of Public Security and the SAMR jointly issued the Methods of Identifying Illegal Acts of Apps to Collect and Use Personal Information. This regulation further illustrates certain commonly-seen illegal practices of apps operators in terms of personal information protection, including "failure to publicize rules for collecting and using personal information", "failure to expressly state the purpose, manner and scope of collecting and using personal information", "collection and use of personal information without consent of users of such App", "collecting personal information irrelevant to the services provided by such app in violation of the principle of necessity", "provision of personal information to others without users' consent", "failure to provide the function of deleting or correcting personal information as required by laws" and "failure to publish information such as methods for complaints and reporting". Among others, any of the following acts of an app operator will constitute "collection and use of personal information without consent of users": (i) collecting an user's personal information or activating the permission for collecting any user's personal information without obtaining such user's consent; (ii) collecting personal information or activating the permission for collecting the personal information of any user who explicitly refuses such collection, or repeatedly seeking for user's consent such that the user's normal use of such app is disturbed; (iii) any user's personal information which has been actually collected by the app operator or the permission for collecting any user's personal information activated by the app operator is beyond the scope of personal information which such user authorizes such app operator to collect; (iv) seeking for any user's consent in a non-explicit manner; (v) modifying any user's settings for activating the permission for collecting any personal information without such user's consent; (vi) using users' personal information and any algorithms to push any information from targeted sources, without providing the option of non-targeted pushing such information; (vii) misleading users to permit collecting their personal information or activating the permission for collecting such users' personal information by improper methods such as fraud and deception; (viii) failing to provide users with the means and methods to withdraw their permission of collecting personal information; and (ix) collecting

and using personal information in violation of the rules for collecting and using personal information promulgated by such app operator.

Pursuant to the Notice of the Supreme People's Court, the Supreme People's Procuratorate and the Ministry of Public Security on Legally Punishing Criminal Activities Infringing upon the Personal Information of Citizens, issued in 2013, and the Interpretation of the Supreme People's Court and the Supreme People's Procuratorate on Several Issues regarding Legal Application in Criminal Cases Infringing upon the Personal Information of Citizens, which was issued on May 8, 2017 and took effect on June 1, 2017, the following activities may constitute the crime of infringing upon a citizen's personal information: (i) providing a citizen's personal information to specified persons or releasing a citizen's personal information online or through other methods in violation of relevant national provisions; (ii) providing legitimately collected information relating to a citizen to others without such citizen's consent (unless the information is processed, not traceable to a specific person and not recoverable); (iii) collecting a citizen's personal information in violation of applicable rules and regulations when performing a duty or providing services; or (iv) collecting a citizen's personal information by purchasing, accepting or exchanging such information in violation of applicable rules and regulations.

In addition, on May 28, 2020, the National People's Congress of the PRC approved the PRC Civil Code, which came into effect on January 1, 2021. Pursuant to the PRC Civil Code, the collection, storage, use, process, transmission, provision and disclosure of personal information should follow the principles of legitimacy, properness and necessity.

Regulations Relating to Franchising Operations

The Administrative Regulations on Commercial Franchise Operations, or the Franchising Regulations, was promulgated by the State Counsel on February 6, 2007, effective from May 1, 2007, under which a franchisor shall have a well-established operation model, be able to provide the franchisee with long-term management guidance, technical support, business training and other services, and have at least two direct sales stores and have undertaken the business for more than a year. A franchisor shall, within 15 days of its first franchising contract signing, file with the competent commerce authority accordingly.

Pursuant to the Franchising Regulations, a franchising contract shall include but not be limited to the following terms: the basic information of the franchisor and franchisees, the term of the contract, the type, amount and payment(s) of the franchising fees, the specific content of operation guidance, technical supports and business training as well as the method for providing the same, the quality requirements and quality control measures, the marketing and advertisements arrangements, the consumer protection and indemnification, the change, cancelation or termination of the contract, the breach of the contract, and the dispute resolution, which shall all be put in writing. Moreover, according to the Franchising Regulations, the franchisee shall be allowed to unilaterally cancel the franchising contract within a certain period of time; the franchising term, unless the franchisee otherwise agrees, shall be no less than three years (renewals are excluded); the purpose and refund conditions and means of the fees paid by the franchisee to the franchisor in advance of the establishment of the franchising contract shall be clarified in writing; the usage of publicity and promotion fees paid by the franchisee to the franchisor shall be disclosed to the franchisee in a timely manner; the franchisee may not transfer the franchise rights to a third party without the consent of the franchisor; and the franchisor shall report the information about the conclusion of franchise contracts in the previous year to the competent commerce authority in the first quarter of each year. In addition to the Franchising Regulations, the MOFCOM has also promulgated two implementing regulations: the Administrative Measures for Archival Filing of Commercial Franchises, promulgated on May 1, 2007, amended on December 12, 2011 and came into effect on February 1, 2012; and the Administrative Measures on

Information Disclosure Requirements for Commercial Franchises, which was promulgated on April 30, 2007 and was then amended on February 23, 2012 and came into effect on April 1, 2012. The above two implementing regulations, together with the Franchising Regulations form the basic legal framework for the regulation of the PRC franchise operations.

Regulations Relating to Product Quality and Consumers Protection

According to the PRC Civil Code, in the event of damage arising from a defective product, the victim may seek compensation from either the manufacturer or seller of such a product. If the defect is caused by the seller, the manufacturer shall be entitled to seek reimbursement from the seller upon compensation of the victim.

According to the Product Quality Law of the PRC, which took effect on September 1, 1993 and was last amended on December 29, 2018, products for sale must satisfy relevant safety standards and sellers shall adopt measures to maintain the quality of products for sale. Sellers may not mix impurities or imitations into products, or pass counterfeit goods off as genuine ones, or defective products as good ones or substandard products as standard ones. For sellers, any violation of state or industrial standards for health and safety or other requirements may result in civil liabilities and administrative penalties, such as compensation for damages, fines, confiscation of products illegally manufactured or sold and the proceeds from the sales of such products illegally manufactured or sold and revoking business license; in addition, severe violations may subject the responsible individual or enterprise to criminal liabilities.

According to the Consumers Rights and Interests Protection Law of the PRC, or the Consumers Rights and Interests Protection Law, which became effective on January 1, 1994 and was last amended on October 25, 2013, business operators should guarantee that the products and services they provide satisfy the requirements for personal or property safety, and provide consumers with authentic information about the quality, function, usage and term of validity of the products or services. The consumers whose interests have been damaged due to the products or services that they purchase or receive on the internet trading platforms may claim damages against sellers or service providers. Where the operators of the online trading platforms are unable to provide the real names, addresses and valid contact details of the sellers or service providers, the consumers may also claim damages against the operators of the online trading platforms. Operators of online trading platforms that clearly knew or should have known that sellers or service providers use their platforms to infringe upon the legitimate rights and interests of consumers but fail to take necessary measures must bear joint and several liabilities with the sellers or service providers. Moreover, if business operators deceive consumers or knowingly sell substandard or defective products, they should not only compensate consumers for their losses, but also pay additional damages equal to three times the price of the goods or services.

Regulations Relating to Tort

According to Part VII Tort Liability of the PRC Civil Code, if damages to other persons are caused by defective products due to the fault of third parties, such as the parties providing transportation or warehousing, the producers and the sellers of the products have the right to recover their respective losses from such third parties. If defective products are identified after they have been put into circulation, the producers or the sellers shall take remedial measures such as issuance of a warning, recall of products, etc., in a timely manner. The producers or the sellers shall be liable under tort if they fail to take remedial measures in a timely manner or have not made efforts to take remedial measures, thus causing damages. If the products are produced or sold with known defects, causing deaths or severe adverse health issues, the infringed party has the right to claim punitive damages in addition to compensatory damages.

Regulations Relating to Advertising

In 1994, the Standing Committee of the National People's Congress of the PRC promulgated the Advertising Law of the PRC, or the Advertising Law, which was recently amended on October 26, 2018 and became effective on the same date. The Advertising Law regulates commercial advertising activities in the PRC and sets out the obligations of advertisers, advertising operators, advertising publishers and advertisement endorsers, and prohibits any advertisement from containing any obscenity, pornography, gambling, superstition, terrorism or violence-related content. Any advertiser in violation of such requirements on advertisement content will be ordered to cease publishing such advertisements and imposed a fine, the business license of such advertiser may be revoked, and the relevant authorities may revoke the approval document for advertisement examination and refuse to accept applications submitted by such advertiser for one year. In addition, any advertising operator or advertising publisher in violation of such requirements will be imposed a fine, and the advertisement fee received will be confiscated; in severe circumstances, the business license of such advertising operator or advertising publisher may be revoked.

The Interim Measures for the Administration of Internet Advertising, or 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 the 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.

Regulations Relating to Foreign Trade

On November 7, 2016, the Foreign Trade Law of the PRC was promulgated by the Standing Committee of the National People's Congress, which came into effect on the same day. The Foreign Trade Law provides that a foreign trade dealer engaged in import or export of goods or technologies shall register with the authority responsible for foreign trade under the State Council of the PRC or its authorized entities. The PRC customs authority shall not process the declaration and clearance procedures for the imported or exported goods where a foreign trade dealer fails to register as required.

Regulation Relating to Anti-Monopoly

On August 30, 2007, the Standing Committee of the National People's Congress adopted the PRC Anti-Monopoly Law, or the AML, which became effective on August 1, 2008 and provides the regulatory framework for the PRC anti-monopoly. Under the AML, the prohibited monopolistic acts include monopolistic agreements, abuse of a dominant market position and concentration of businesses that may have the effect to eliminate or restrict competition.

Pursuant to the AML, a business operator that possesses a dominant market position is prohibited from abusing its dominant market position, including conducting the following acts: (i) selling

[Table of Contents](#)

commodities at unfairly high prices or buying commodities at unfairly low prices; (ii) without justifiable reasons, selling commodities at prices below cost; (iii) without justifiable reasons, refusing to enter into transactions with their trading counterparts; (iv) without justifiable reasons, allowing trading counterparts to make transactions exclusively with itself or with the business operators designated by it; (v) without justifiable reasons, tying commodities or imposing unreasonable trading conditions to transactions; (vi) without justifiable reasons, applying differential prices and other transaction terms among their trading counterparts who are on an equal footing; and (vii) other acts determined as abuse of dominant market position by the relevant governmental authorities.

Pursuant to the AML and relevant regulations, when a concentration of undertakings occurs and reaches any of the following thresholds, the undertakings concerned shall file a prior notification with the anti-monopoly agency (i.e., the State Administration for Market Regulation), (i) the total global turnover of all operators participating in the transaction exceeded RMB10 billion in the preceding fiscal year and at least two of these operators each had a turnover of more than RMB400 million within China in the preceding fiscal year, or (ii) the total turnover within China of all the operators participating in the concentration exceeded RMB2 billion in the preceding fiscal year, and at least two of these operators each had a turnover of more than RMB400 million within China in the preceding fiscal year) are triggered, and no concentration shall be implemented until the anti-monopoly agency clears the anti-monopoly filing. "Concentration of undertakings" means any of the following: (i) merger of undertakings; (ii) acquisition of control over another undertaking by acquiring equity or assets; or (iii) acquisition of control over, or exercising decisive influence on, another undertaking by contract or by any other means. If business operators fail to comply with the AML or other relevant regulations, the anti-monopoly agency is empowered to cease the relevant activities, unwind the transactions, and confiscate illegal gains and fines.

On February 7, 2021, the Anti-monopoly Commission of the State Council officially promulgated the Guidelines to Anti-Monopoly for Platform Economy, or the Anti-Monopoly Guidelines for Platform Economy. The Anti-Monopoly Guidelines for Platform Economy mainly covers five aspects, including general provisions, monopoly agreements, abusing market dominance, concentration of undertakings, and abusing of administrative powers eliminating or restricting competition. The Anti-Monopoly Guidelines for Platform Economy prohibits certain monopolistic acts of internet platforms so as to protect market competition and safeguard interests of users and undertakings participating in internet platform economy, including without limitation, prohibiting platforms with dominant position from abusing their market dominance (such as discriminating customers in terms of pricing and other transactional conditions using big data and analytics, coercing counterparties into exclusivity arrangements, using technology means to block competitors' interface, favorable positioning in search results of goods displays, using bundle services to sell services or products, compulsory collection of unnecessary user data). In addition, the Anti-Monopoly Guidelines for Platform Economy also reinforces antitrust merger review for internet platform related transactions to safeguard market competition.

Regulations Relating to Intellectual Property Rights

In terms of international conventions, China has entered into (including but not limited to) the Agreement on Trade-Related Aspects of Intellectual Property Rights, the Paris Convention for the Protection of Industrial Property, the Madrid Agreement Concerning the International Registration of Marks and the Patent Cooperation Treaty.

Patents

According to the Patent Law of the PRC promulgated by the Standing Committee of the National People's Congress on March 12, 1984 with the current effective version took effect from October 1,

2009, and the Implementation Rules of the Patent Law of the PRC, which was promulgated by the State Council in June 2001 and last amended in January 2010, there are three types of patents in the PRC: invention patents, utility model patents and design patents. The protection period is 20 years for an invention patent and 10 years for a utility model patent and a design patent, commencing from their respective application dates. Any individual or entity that utilizes a patent or conducts any other activities that infringe a patent without prior authorization of the patent holder shall pay compensation to the patent holder and is subject to a fine imposed by relevant administrative authorities and, if constituting a crime, shall be held criminally liable in accordance with the law. According to the Patent Law of the PRC, any organization or individual that applies for a patent in a foreign country for an invention or utility model patent established in China is required to report to the NIPA for confidentiality examination.

On October 17, 2020, the Standing Committee of the National People's Congress promulgated the Amendment to the Patent Law of the PRC, which will be effective from June 1, 2021, which provides, among others, that the protection period for a design patent will become 15 years.

Trade Secrets

According to the PRC Anti-Unfair Competition Law, which was promulgated by the Standing Committee of the NPC in September 1993 and last amended in April 2019, the term "trade secrets" refers to technical and business information that is unknown to the public, has utility, may create business interests or profits for its legal owners or holders, and is maintained as a secret by its legal owners or holders. Under the PRC Anti-Unfair Competition Law, business persons are prohibited from infringing others' trade secrets by:

(1) obtaining the trade secrets from the legal owners or holders by any unfair methods such as theft, bribery, fraud, coercion, electronic intrusion, or any other illicit means; (2) disclosing, using or permitting others to use the trade secrets obtained illegally under item (1) above; (3) disclosing, using or permitting others to use the trade secrets, in violation of any contractual agreements or any requirements of the legal owners or holders to keep such trade secrets in confidence; or (4) instigating, inducing or assisting others to violate a confidentiality obligation or to violate a rights holder's requirements on keeping confidentiality of trade secrets, disclosing, using or permitting others to use the trade secrets of the rights holder. If a third party knows or should have known of the above-mentioned illegal conduct but nevertheless obtains, uses or discloses trade secrets of others, the third party may be deemed to have committed a misappropriation of the others' trade secrets. The parties whose trade secrets are being misappropriated may petition for administrative corrections, and regulatory authorities may stop any illegal activities and fine infringing parties.

Trademarks

According to the Trademark Law of the PRC promulgated by the Standing Committee of the NPC in August 1982, and last amended in April 2019, the period of validity for a registered trademark is ten years, commencing on the date of registration. The registrant shall go through the formalities for renewal within twelve months prior to the expiry date of the trademark if continued use is intended. Where the registrant fails to do so, a grace period of six months may be granted. The validity period for each renewal of registration is ten years, commencing on the day immediately after the expiry of the preceding period of validity for the trademark. In the absence of a renewal upon expiry, the registered trademark shall be cancelled. Industrial and commercial administrative authorities have the authority to investigate any behavior that infringes the exclusive right under a registered trademark in accordance with the law. In case of a suspected criminal offense, the case shall be timely referred to a judicial authority and decided according to the law.

Domain Names

Domain names are protected under the Administrative Measures on the Internet Domain Names, which was promulgated by the Ministry of Industry and Information Technology in August 2017, and the Implementing Rules on Registration of National Top-level Domain Names, which was promulgated by China Internet Network Information Center in and came into effect in June 2019. The Ministry of Industry and Information Technology is the main regulatory body responsible for the administration of PRC internet domain names. Domain name registrations are handled through domain name service agencies established under the relevant regulations, and the applicants become domain name holders upon successful registration.

Regulations Relating to Environment Protection

Pursuant to the Environmental Protection Law of the PRC promulgated by the Standing Committee of the NPC, in December 1989, amended in April 2014 and effective in January 2015, any entity which discharges or will discharge pollutants during its course of operations or other activities must implement effective environmental protection safeguards and procedures to control and properly treat waste gas, waste water, waste residue, dust, malodorous gases, radioactive substances, noise vibrations, electromagnetic radiation and other hazards produced during such activities. According to the provisions of the Environmental Protection Law, in addition to other relevant laws and regulations of the PRC, the Ministry of Environmental Protection and its local counterparts take charge of administering and supervising said environmental protection matters.

Pursuant to the PRC Environmental Protection Law, the environmental impact statement on any construction project must assess the pollution that the project is likely to produce and its impact on the environment, and stipulate preventive and curative measures; the statement shall be submitted to competent administrative department of environmental protection for approval. Installations for the prevention and control of pollution in construction projects must be designed, built and commissioned together with the principal part of the project.

Pursuant to the PRC Environment Impact Assessment Law, which was promulgated in October 2002 and most recently amended in December 2018, the State implements a classification-based management on the environmental impact assessment of construction projects according to the impact of the construction projects on the environment. Construction units shall prepare an Environmental Impact Report or an Environmental Impact Statement, or fill out the Environmental Impact Registration Form.

Pursuant to the Regulations on Urban Drainage and Sewage Disposal, which was promulgated in October 2013 and came into effect in January 2014, and the Measures for the Administration of Permits for the Discharge of Urban Sewage into the Drainage Network, which was promulgated in January 2015 and came into effect in March 2015, drainage entities covered by urban drainage facilities shall discharge sewage into urban drainage facilities in accordance with the relevant provisions of the state. Where a drainage entity needs to discharge sewage into urban drainage facilities, it shall apply for a drainage license in accordance with the provisions of these Measures. The drainage entity that has not obtained the drainage license shall not discharge sewage into urban drainage facilities.

Regulations Relating to Fire Protection

The Fire Prevention Law of the PRC, or the Fire Prevention Law, was adopted in April 1998 and last amended in April 2019. The Fire Prevention Law provides that fire control design and construction of a construction project shall comply with the State's fire control technical standards. Developers, designers, builders and project supervisors shall be responsible for the quality of the fire control design

and construction of the construction project pursuant to the law. Development project fire safety design examinations and acceptance systems shall be implemented for development projects which are required to have fire safety design in accordance with the national fire protection technical standards.

According to the Eight Measures for the Public Security Fire Department to Deepen Reform and Serve Economic and Social Development promulgated by the Ministry of Public Security of the PRC in August 2015, the filing of fire protection design and completion acceptance with respect to fire protection of construction projects with an investment of less than RMB300,000 or a building area of less than 300 square meters (or below the limit set by the housing and urban construction department of the provincial people's government) was no longer required.

Regulations Relating to Foreign Exchange and Dividend Distribution

Foreign Exchange Control

According to the PRC Regulation for the Foreign Exchange promulgated by the State Council in January 1996, which was amended in January 1997 and August 2008, and the Regulation on the Administration of the Foreign Exchange Settlement, Sales and Payment promulgated by the People's Bank of China in June 1996, foreign exchanges required for distribution of profits and payment of dividends may be purchased from designated foreign exchange banks in the PRC upon presentation of a board resolution authorizing distribution of profits or payment of dividends.

According to the Circular of the State Administration of Foreign Exchange, or the SAFE, on Further Improving and Adjusting the Foreign Exchange Policies on Direct Investment and its appendix promulgated in November 2012 and amended in May 2015, October 2018 and December 2019 by the SAFE, (1) the opening of and payment into foreign exchange accounts under direct investment accounts are no longer subject to approval by the SAFE; (2) reinvestment with legal income of foreign investors in China is no longer subject to approval by SAFE; (3) the procedures for capital verification and confirmation that foreign-funded enterprises need to go through are simplified; (4) purchase and external payment of foreign exchange under direct investment accounts are no longer subject to approval by SAFE; (5) domestic transfer of foreign exchange under direct investment account is no longer subject to approval by SAFE; and (6) the administration over the conversion of foreign exchange capital of foreign-invested enterprises is improved. Later, the SAFE promulgated the Circular on Further Simplifying and Improving Foreign Exchange Administration Policies in Respect of Direct Investment in February 2015, which was further amended in December 2019 and prescribed that the bank instead of the SAFE can directly handle the foreign exchange registration and approval under foreign direct investment while the SAFE and its branches indirectly supervise the foreign exchange registration and approval under foreign direct investment through the bank.

The Provisions on the Administration of Foreign Exchange in Foreign Direct Investments by Foreign Investors, which were promulgated by the SAFE in May 2013 and amended in October 2018 and December 2019, regulate and clarify the administration over foreign exchange administration in foreign direct investments.

According to the Circular on the Reform of the Management Method for the Settlement of Foreign Exchange Capital of Foreign-invested Enterprises promulgated by the SAFE in March 2015 and amended in December 2019, and the Circular on the Reform and Standardization of the Management Policy of the Settlement of Capital Projects promulgated by the SAFE in June 2016, the settlement of foreign exchange by foreign invested enterprises shall be governed by the policy of foreign exchange settlement on a discretionary basis. However, the settlement of foreign exchange shall only be used for their own operational purposes within the business scope of the foreign invested enterprises and follow the principles of authenticity.

Dividend Distribution

The SAFE promulgated the Notice on Improving the Check of Authenticity and Compliance to Further Promote Foreign Exchange Control in January 2017, which stipulates several capital control measures with respect to outbound remittance of profits from domestic entities to offshore entities, including the following: (1) under the principle of genuine transaction, banks shall check board resolutions regarding profit distribution, the original version of tax filing records and audited financial statements; and (2) domestic entities shall hold income to account for previous years' losses before remitting the profits. Moreover, domestic entities shall make detailed explanations of sources of capital and utilization arrangements, and provide board resolutions, contracts and other proof when completing the registration procedures in connection with an outbound investment.

Foreign Exchange Registration of Offshore Investment by PRC Residents

The SAFE promulgated the SAFE Circular 37 in July 2014. The SAFE Circular 37 requires PRC residents (including PRC institutions and individuals) to register with local branches of SAFE in connection with their direct or indirect offshore investment in an overseas special purpose vehicle, or the SPV, directly established or indirectly controlled by PRC residents for offshore investment and financing with their legally owned assets or interests in domestic enterprises, or their legally owned offshore assets or interests. Such PRC residents are also required to amend their registrations with the SAFE when there is a change to the basic information of the SPV, such as changes of a PRC resident individual shareholder, the name or operating period of the SPV, or when there is a significant change to the SPV, such as changes of the PRC individual resident's increase or decrease of its capital contribution in the SPV, or any share transfer or exchange, merger, division of the SPV.

The Circular on Further Simplifying and Improving Foreign Exchange Administration Policies in Respect of Direct Investment, which was promulgated in February 2015 and effective in June 2015 and further amended in December 2019, provides that PRC residents may register with qualified banks instead of the SAFE in connection with their establishment or control of an offshore entity established for the purpose of overseas direct investment. The SAFE and its branches shall implement indirect supervision over foreign exchange registration of direct investment via the banks.

Failure to comply with the registration procedures set forth in the SAFE Circular 37 may result in restrictions on the foreign exchange activities of the relevant onshore company, including the payment of dividends and other distributions to its offshore parent or affiliate, the capital inflow from the offshore entities and settlement of foreign exchange capital, and may also subject relevant onshore company or PRC residents to penalties under PRC foreign exchange administration regulations.

SAFE promulgated the Notice of the State Administration of Foreign Exchange on Reforming the Administration of Foreign Exchange Settlement of Capital of Foreign-invested Enterprises, or SAFE Circular 19 in April 2015, which took into effect in June 2015, in replacement of the Circular on the Relevant Operating Issues Concerning the Improvement of the Administration of the Payment and Settlement of Foreign Currency Capital of Foreign-Invested Enterprises, the Notice from the State Administration of Foreign Exchange on Relevant Issues Concerning Strengthening the Administration of Foreign Exchange Businesses, and the Circular on Further Clarification and Regulation of the Issues Concerning the Administration of Certain Capital Account Foreign Exchange Businesses. According to SAFE Circular 19, the flow and use of the RMB capital converted from foreign currency-denominated registered capital of a foreign-invested company is regulated such that RMB capital may not be used for the issuance of RMB entrusted loans, the repayment of inter-enterprise loans or the repayment of banks loans that have been transferred to a third party. Although SAFE Circular 19 allows RMB capital converted from foreign currency-denominated registered capital of a foreign-invested enterprise to be used for equity investments within China, it also reiterates the principle that RMB converted from the

foreign currency-denominated capital of a foreign-invested company may not be directly or indirectly used for purposes beyond its business scope.

Regulations Relating to Stock Incentive Plans

According to the Notice of the State Administration of Foreign Exchange on Issues Relating to the Foreign Exchange Administration for Domestic Individuals Participating in Stock Incentive Plan of Overseas Listed Company, or the Share Incentive Rules, which was issued on February 15, 2012 and other regulations, directors, supervisors, senior management and other employees participating in any share incentive plan of an overseas listed company who are PRC citizens or non-PRC citizens residing in China for a continuous period of not less than one year, subject to certain exceptions, are required to register with the SAFE. All such participants need to authorize a qualified PRC agent, such as a PRC subsidiary of the overseas listed company to register with the SAFE and handle foreign exchange matters such as opening accounts, transferring and settlement of the relevant proceeds. The Share Incentive Rules further require an offshore agent to be designated to handle matters in connection with the exercise of share options and sales of proceeds for the participants of the share incentive plans. Failure to complete the said SAFE registrations may subject us and the participants to fines and legal sanctions.

In addition, the SAT has issued certain circulars concerning employee stock options and restricted shares. Under these circulars, employees working in the PRC who exercise stock options or are granted restricted shares will be subject to PRC individual income tax. The PRC subsidiaries of an overseas listed company are required to file documents related to employee stock options and restricted shares with relevant tax authorities and to withhold individual income taxes of employees who exercise their stock option or purchase restricted shares. If the employees fail to pay or the PRC subsidiaries fail to withhold income tax in accordance with relevant laws and regulations, the PRC subsidiaries may face sanctions imposed by the tax authorities or other PRC governmental authorities.

Regulations Relating to Labor

Labor Law and Labor Contract Law

The Labor Law of the PRC, or the Labor Law, and its implementation rules provide that enterprises and institutions must establish and improve work safety and health system, strictly enforce national regulations and standards on work safety and health, and carry out work safety and health education for workers. Working safety and health facilities shall meet national standard. Enterprises and institutions shall provide workers with working safety and health conditions meeting national rules and standards on labor protection.

The Labor Contract Law of the PRC, or the Labor Contract Law, and its implementation rules provide requirements concerning employment contracts between an employer and its employees. If an employer fails to enter into a written employment contract with an employee within one year from the date on which the employment relationship is established, the employer must rectify the situation by entering into a written employment contract with the employee and pay the employee twice the employee's salary for the period from the one month anniversary of the commencement date of the employment relationship to the day prior to the execution of the written employment contract. The Labor Contract Law and its implementation rules also require compensation to be paid upon certain terminations. In addition, if an employer intends to enforce a non-compete provision in an employment contract or non-competition agreement with an employee, it has to compensate the employee on a monthly basis during the term of the restriction period after the termination or expiry of the labor contract. Employers in most cases are also required to provide severance payment to their employees after their employment relationship is terminated. According to the Labor Contract Law, if an employer

requires the employees to work overtime, it shall pay the worker legally required working overtime salaries. When the employer fails to pay the relevant working overtime salary, it will be ordered to pay compensation to the employees at amount based on the actual working overtime salary that has not been duly paid.

Pursuant to the Interim Provisions on Labor Dispatch, which was promulgated by the Ministry of Human Resources and Social Security on January 24, 2014, effective from March 1, 2014, employers may employ dispatched workers in temporary, auxiliary or substitutable positions provided that the number of dispatched workers shall not exceed 10% of the total number of its workers. Pursuant to the Labor Law, if the employer violates the relevant labor dispatch regulations, the labor administrative department shall order it to make corrections within a prescribed time limit; if it fails to make corrections within the time limit, penalty will be imposed on the basis of more than RMB5,000 and less than RMB10,000 per person.

Social Insurance and Housing Provident Funds

According to the Social Insurance Law of PRC, which was promulgated by the Standing Committee of the NPC in October 2010 and came into effect in July 2011, and further amended in December 2018, and the Interim Regulations on the Collection and Payment of Social Security Funds, which was promulgated by the State Council in January 1999 and amended in March 2019, and the Regulations on the Administration of Housing Provident Funds, which was promulgated by the State Council in April 1999 and amended in March 2002 and March 2019, employers are required to contribute, on behalf of their employees, to a number of social security funds, including funds for basic pension insurance, unemployment insurance, basic medical insurance, occupational injury insurance, maternity insurance and to housing provident funds. Any employer who fails to contribute may be fined and ordered to make good the deficit within a stipulated time limit.

Regulations Relating to Taxation

Enterprise Income Tax

According to the Enterprise Income Tax Law promulgated by the NPC in March 2007 and amended in February 2017 and December 2018, and the Implementation Rules of the Enterprise Income Tax Law of the PRC promulgated by the State Council in December 2007 and amended in April 2019, other than a few exceptions, the income tax rate for both domestic enterprises and foreign-invested enterprises is 25%. Enterprises are classified as either “resident enterprises” or “non-resident enterprises”. Besides enterprises established within the PRC, enterprises established outside China whose “de facto management bodies” are located in China are considered “resident enterprises” and subject to the uniform 25% enterprise income tax rate for their global income. A non-resident enterprise refers to an entity established under foreign law whose “de facto management bodies” are not within the PRC but which have an establishment or place of business in the PRC, or which do not have an establishment or place of business in the PRC but have income sourced within the PRC. An income tax rate of 10% will normally be applicable to dividends declared to non-PRC resident enterprise investors that do not have an establishment or place of business in the PRC, or that have such establishment or place of business but the relevant income is not effectively connected with the establishment or place of business, to the extent such dividends are derived from sources within the PRC.

According to the Notice on Promoting the Implementation of Corporate Income Tax Policies for Advanced Technology Service Enterprises Nationwide, or the Notice, effective in January 2017, an enterprise which is recognized as an “Advanced Technology Service Enterprises” under the Notice enjoys a reduced enterprise income tax rate of 15%.

In 2009, the SAT, issued the Circular of the State Administration of Taxation on Issues Relating to Identification of PRC-Controlled Overseas Registered Enterprises as Resident Enterprises in accordance with the De Facto Standards of Organizational Management, or SAT Circular 82, which provides certain specific criteria for determining whether the “de facto management body” of a PRC-controlled enterprise that is incorporated offshore is located in China. Although this circular only applies to offshore enterprises controlled by PRC enterprises or PRC enterprise groups, not those controlled by PRC individuals or foreigners, the criteria set forth in the circular may reflect SAT’s general position on how the “de facto management body” text should be applied in determining the tax resident status of all offshore enterprises. According to SAT Circular 82, an offshore incorporated enterprise controlled by a PRC enterprise or a PRC enterprise group will be regarded as a PRC tax resident by virtue of having its “de facto management body” in China and will be subject to PRC enterprise income tax on its global income only if all of the following conditions are met: (i) the primary location of senior management to carry out daily operations perform their duties is in China; (ii) decisions relating to the enterprise’s financial and human resource matters are made or are subject to approval by organizations or personnel in China; (iii) the enterprise’s primary assets, accounting books and records, company seals, and board and shareholders’ meeting minutes, are located or maintained in China; and (iv) at least 50% of voting board members or senior executives habitually reside in China.

The SAT issued the Public Notice Regarding Certain Enterprise Income Tax Matters on Indirect Transfer of Properties by Non-Resident Enterprises, or SAT Public Notice 7 in February 2015. SAT Public Notice 7 extends its tax jurisdiction to not only indirect transfers but also transactions involving transfer of other taxable assets, through the offshore transfer of a foreign intermediate holding company.

The SAT also issued the Public Notice on Issues Relating to Withholding at Source of Income Tax of Non-resident Enterprises, or the SAT Public Notice 37 in October 2017, which came into effect on December 1, 2017. According to SAT Public Notice 37, where the non-resident enterprise fails to declare its tax payable pursuant to Article 39 of the EIT Law, the tax authority may order it to pay its tax due within required time limits, and the non-resident enterprise shall declare and pay its tax payable within such time limits specified by the tax authority.

According to the Arrangement Between the Mainland of China and the Hong Kong Special Administrative Region for the Avoidance of Double Taxation and Prevention of Fiscal Evasion with Respect to Taxes on Income, or the Double Tax Avoidance Arrangement, which was promulgated and came into effect in August 2006, and other applicable PRC laws, if a Hong Kong resident enterprise is determined by the competent PRC tax authority to have satisfied the relevant conditions and requirements under such Double Tax Avoidance Arrangement and other applicable laws, the 10% withholding tax on the dividends the Hong Kong resident enterprise receives from a PRC resident enterprise may be reduced to 5%. However, based on the Circular on Certain Issues with Respect to the Enforcement of Dividend Provisions in Tax Treaties which was promulgated by the State Administration of Taxation, the STA, in February 2009, if the relevant PRC tax authorities determine, in their discretion, that a company benefits from such reduced income tax rate due to a structure or arrangement that is primarily tax-driven, such PRC tax authorities may adjust the preferential tax treatment. Based on the Announcement on Certain Issues with Respect to the “Beneficial Owner” in Tax Treaties, which was promulgated by the STA in February 2018 and came into effect in April 2018, if an applicant’s business activities do not constitute substantive business activities, it could result in the negative determination of the applicant’s status as a “beneficial owner”, and consequently, the applicant could be precluded from enjoying the above-mentioned reduced income tax rate of 5% under the Double Tax Avoidance Arrangement.

Value Added Tax

For sales of pre-owned consumer electronic products, we are subject to the VAT levy rate of 3% under the simplified method and is exempted by 1% in comply with relevant PRC VAT regulations of CaiShui [2009] No.9 and CaiShui [2014] No.57. According to the Provisional Regulations of the PRC on Value-Added Tax, effective in January 1994 and further amended in November 2008, February 2016, and November 2017, and its implementation rules effected in January 1994 and amended in December 2008 and October 2011, except stipulated otherwise, taxpayers who sell goods, labor services or tangible personal property leasing services or import goods shall be subject to a 17% tax rate; taxpayers who sell transport services, postal services, basic telecommunications services, construction services, or real property leasing services, sell real property, transfer the land use right shall be subject to an 11% tax rate, and taxpayers who sell services or intangible assets shall be subject to a 6% tax rate.

According to the Circular of the Ministry of Finance and the State Administration of Taxation on Adjusting Value-added Tax Rates adopted in April 2018, as of May 2018, where a taxpayer engages in a taxable sales activity for the value-added tax purpose or imports goods, the previous applicable 17% and 11% rates are adjusted to 16% and 10%.

According to the Announcement on Relevant Policies for Deepening Value-Added Tax Reform, effective in April 2019, the 16% VAT tax rate, which applies to the sales or imported goods of a VAT general taxpayer, will be lowered to 13%; and the 10% VAT tax rate will be lowered to 9%.

According to the Measures for the Exemption of Value-Added Tax from Cross-Border Taxable Activities in the Collection of Value-Added Tax in Lieu of Business Tax (for Trial Implementation) revised in June 2018, if domestic enterprises provide cross-border taxable activities such as professional technical services, technology transfer, software services, the above-mentioned cross-border taxable activities are exempt from VAT.

Regulations Relating to Overseas Listing and M&A

On August 8, 2006, six PRC regulatory agencies, including the CSRC, promulgated the Rules on the Merger and Acquisition of Domestic Enterprises by Foreign Investors, or the M&A Rules, which became effective on September 8, 2006 and were amended on June 22, 2009. The M&A Rules, among other things, require overseas special purpose vehicles that are controlled by PRC companies or individuals formed for the purpose of seeking a public listing on an overseas stock exchange through acquisitions of PRC domestic companies of the aforementioned PRC companies or individuals using shares of such special purpose vehicles or shares held by their shareholders as consideration to obtain the approval from the CSRC prior to the listing and trading of such special purpose vehicle's securities on an overseas stock exchange. In September 2006, the CSRC published on its official website procedures regarding applications for approval of overseas listings by special purpose vehicles. The CSRC approval procedures require the filing of a number of documents with the CSRC. Although (i) the CSRC currently has not issued any definitive rule or interpretation concerning whether offerings like ours under this prospectus are subject to the M&A Rules; and (ii) no provision in the M&A Rules clearly classifies contractual arrangements as a type of transaction subject to the M&A Rules, the interpretation and application of the regulations remain unclear, and this offering may ultimately require approval from the CSRC. If CSRC approval is required, it is uncertain whether we could obtain such approval. Any failure to obtain CSRC approval for this offering within the prescribed timeframe would subject us to sanctions imposed by the CSRC and other PRC regulatory agencies.

The M&A Rules, and other regulations and rules concerning mergers and acquisitions established additional procedures and requirements that could make merger and acquisition activities

by foreign investors more time-consuming and complex. For example, the M&A Rules require that MOFCOM be notified in advance of any change-of-control transaction in which a foreign investor takes control of a PRC domestic enterprise, if (i) any important industry is concerned, (ii) such transaction involves factors that impact or may impact national economic security, or (iii) such transaction will lead to a change in control of a domestic enterprise which holds a famous trademark or PRC time-honored brand.

In addition, according to the Notice on Establishing the Security Review System for Mergers and Acquisitions of Domestic Enterprises by Foreign Investors issued by the General Office of the State Council on February 3, 2011 and taking effect as of March 4, 2011, and the Rules on Implementation of Security Review System for the Merger and Acquisition of Domestic Enterprises by Foreign Investors issued by MOFCOM on August 25, 2011 and taking effect as of September 1, 2011, 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 MOFCOM, and the regulations prohibit any activities attempting to bypass such security review, including by structuring the transaction through a proxy or contractual control arrangement.

MANAGEMENT

Directors and Executive Officers

The following table sets forth information regarding our directors and executive officers as of the date of this prospectus.

<u>Directors and Executive Officers</u>	<u>Age</u>	<u>Position/Title</u>
Kerry Xuefeng Chen	41	Co-founder, Chairman of the Board of Directors and Chief Executive Officer
Wenjun Sun	43	Co-founder and Director
Jianming Shi	51	Director
Kanglin Li	41	Director
Pengfei Wang	39	Director
Yongliang Wang	37	Director and President
Lei Xu	46	Director
Xiaobing Yan	51	Director
Yuen Chiu	40	Director
Chen Chen	41	Chief Financial Officer

Mr. Kerry Xuefeng Chen is our co-founder and has been serving as our chairman and chief executive officer since our inception. Prior to founding our company, Mr. Chen served as a product manager at SYKES China, a world leading provider of multichannel demand generation and customer engagement services for global brands, from July 2006 to June 2010. Mr. Chen received his bachelor's degree from Tongji University in July 2002 and master's degree from Fudan University in June 2006.

Mr. Wenjun Sun is our co-founder and has been serving as our director since our inception. Prior to founding our company, Mr. Sun served as a senior director at SYKES China from 2004 to 2010 responsible for business development in Greater China region. Prior to joining SYKES China, Mr. Sun was a software engineer and a department manager of Fudan Grand Horizon Tech Co., Ltd., a provider of software and system integration service to business customers in China, and was in charge of software programming for business customers. Mr. Sun received his bachelor's degree in computer science from Shanghai Ocean University in 2000 and EMBA degree from Monash University of Australia in 2014.

Mr. Jianming Shi has been serving as our director since August 2012. Mr. Shi has over 20 years of experience in the venture capital industry. Mr. Shi co-founded 5Y Capital (formerly known as Morningside Capital) in June 2007 and has been serving as a founding partner since then. Mr. Shi is responsible for fund investment, fund raising and management of middle and back offices and directed a number of investment transactions and managed a number of portfolio companies. Before co-founding 5Y Capital, Mr. Shi served multiple positions including as the director of business development at Morningside Information Technology Consulting (Shanghai) Co., Ltd. from November 1999 to 2008. Mr. Shi received his bachelor's degree in engineering from Shanghai Jiaotong University in July 1991 and master's degree in business administration from China Europe International Business School in November 1999.

Mr. Kanglin Li has been serving as our director since August 2015. Mr. Li currently also serves as a partner at Shenzhen Tiantu Investment Management Co., Ltd. and has been serving in such position since June 2010. Prior to joining Tiantu, Mr. Li served as a managing director of investment banking department at Sinolink Securities from June 2006 to June 2010. From June 2001 to June 2006, Mr. Li served as a director of investment banking department at Orient Securities. Mr. Li received his bachelor's degree from Central University of Finance and Economics in June 2001.

[Table of Contents](#)

Mr. Pengfei Wang has been serving as our director since July 2018. Mr. Wang is a managing director of Tiger Global Hong Kong Limited, an affiliate of Tiger Global Management LLC. Mr. Wang served as a vice president at Tiger Global Hong Kong Limited from 2014 to 2016. Prior to joining Tiger, Mr. Wang worked as an associate at TA Associates from 2011 to 2014, an associate at UBS Investment Bank from 2010 to 2011 and as an analyst at Hong Kong and Shanghai Banking Corporation from 2008 to 2010. Mr. Wang received his bachelor's degree in finance from Peking University and master's degree in business management from Peking University.

Mr. Yongliang Wang has been serving as our director and president since June 2019. Prior to joining us, Mr. Wang was the senior director of Paipai business at JD Group since July 2008. Prior to that, Mr. Wang was a sales manager at Tianjin Samsung Opto-Electronics Co., Ltd. from January 2007 to February 2008 and the supervisor of the procurement center of Gome Electrical Appliances from July 2005 to January 2007. Mr. Wang received his bachelor's degree from University of International Business and Economics in July 2005.

Mr. Lei Xu has been serving as our director since June 2019. Mr. Xu currently serves as the chief executive officer of JD Retail, and is responsible for the development, operation and strategy of JD Retail business, both online and offline. Since joining JD Group in 2009, Mr. Xu has held several leadership roles within the sales and marketing divisions of JD Retail business, including head of marketing and branding, head of JD Wireless, and head of marketing and platform operations of JD Group. Under his leadership, JD Group was successfully rebranded from 360buy to JD.com and launched JD Group's popular mascot—Joy. Mr. Xu was responsible for the launch of JD Plus, the first paid membership service in China's e-commerce industry, as well as Super Brand Day strategic marketing program. Mr. Xu also leads JD Group's Kepler open platform, a key pillar of JD Group's "Retail as a Service" strategy that leverages JD Group's strengths in logistics, marketing, financial services, and other areas to help partners to expand their online businesses. Before joining JD Group, Mr. Xu held several senior management roles in marketing and operations at Lenovo, Allyes and Belle E-Commerce. Mr. Xu currently also serves as the director of JD Health International Inc. (HKEx: 6618) and Dada Nexus Limited (Nasdaq: DADA). Mr. Xu holds an EMBA degree from China Europe International Business School.

Mr. Xiaobing Yan has been serving as our director since June 2019. Mr. Yan is a senior vice president of JD Group and also the president of JD Worldwide. In this role, Mr. Yan is responsible for international business development. Since joining JD Group in 2012 as the leader of the home appliance business, Mr. Yan has provided significant innovation and leadership in integrating offline and online retail, and he is driving further momentum for JD Group's leadership in boundaryless retail. Most recently, he oversaw the development and launch of JD E-SPACE, a 50,000-square-meter electronics store that provides experiential shopping through integrating fun, technology and convenience for consumers in Chongqing, China. Prior to that, Mr. Yan's strategic leadership has resulted in JD Group becoming China's leading omni-channel home appliance retailer. Following this, he integrated the electronics and entertainment group to accelerate further business alignment and lead to new growth. Currently, he is leading JD Group's international business team focusing on cross-border business, key account business, new cross-boundary infrastructure and other areas. Mr. Yan received his bachelor's degree in industrial engineering and management from Hebei Institute of Mechanical and Electronic Technology in 1992.

Mr. Yuen Chiu has been serving as our director since September 2020. Mr. Chiu has also been serving as the head of private equity department and a managing director of Guotai Junan Securities Ltd. since 2020 and is responsible for building the private equity business with a focus on growth-stage investments in logistics, TMT, new retail and healthcare sectors. Prior to joining Guotai Junan, Mr. Chiu assisted his family business from 2018 to 2020 and served as was the vice chairman and president of his family business. Prior to that, Mr. Chiu was an executive director of investment banking department

[Table of Contents](#)

of JP Morgan Asia Limited from 2010 and 2018, an associate director of investment banking department of UBS Securities from 2008 to 2010 and an analyst of Goldman Sachs (Singapore) Pte. from 2007 to 2008. Mr. Chiu received his MBA degree from New York University in 2007.

Mr. Chen Chen has been serving as our chief financial officer since January 2021. Prior to joining us, Mr. Chen was the chief financial officer of Yunji Inc. from May 2018 to December 2020. Before joining Yunji Inc., Mr. Chen was a partner at Deloitte and served various positions at Deloitte since July 2002. Mr. Chen currently also serves as an independent director and the chairman of the audit committee of Q&K International Group Limited. Mr. Chen is a member of the Association of International Certified Professional Accountants (AICPA) and China Institute of Certified Public Accountants (CICPA). Mr. Chen received his bachelor's degree from Shanghai Jiaotong University.

Board of Directors

Our board of directors will consist of _____ directors upon the SEC's declaration of effectiveness of our registration statement on Form F-1 of which this prospectus is a part. 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 New York 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 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 non-executive directors has a service contract with us that provides for benefits upon termination of service.

Committees of the Board of Directors

We will establish three committees under the board of directors immediately upon the effectiveness of our registration statement on Form F-1, of which this prospectus is a part: an audit committee, a compensation committee, and a nominating and corporate governance committee. We will adopt a charter for each of the three committees. Each committee's members and functions are described below.

Audit Committee. Our audit committee will consist of _____, _____ and _____. _____ will be the chairman of our audit committee. We have determined that _____ and _____ satisfy the "independence" requirements of Section 303A of the Corporate Governance Rules of the New York Stock Exchange Rules and Rule 10A-3 under the Exchange Act. We have determined that _____ qualifies as an "audit committee financial expert." The audit committee will oversee our accounting and financial reporting processes and the audits of the financial statements of our company. The audit committee will be 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;

[Table of Contents](#)

- 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 will consist of _____, _____ and _____. _____ will be the chairman of our compensation committee. We have determined that _____ and _____ satisfy the “independence” requirements of Section 303A of the Corporate Governance Rules of the New York Stock Exchange Rules. The compensation committee will assist 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 will be 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.

Nominating and Corporate Governance Committee. Our nominating and corporate governance committee will consist of _____, _____ and _____. _____ will be the chairman of our nominating and corporate governance committee. _____ and _____ satisfy the “independence” requirements of Section 303A of the Corporate Governance Rules of the New York Stock Exchange Rules. The nominating and corporate governance committee will assist the board of directors in selecting individuals qualified to become our directors and in determining the composition of the board and its committees. The nominating and corporate governance committee will be 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 special 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.

Employment Agreements and Indemnification Agreements

[We have entered into employment agreements with each of our executive officers. Under these agreements, each of our executive officers is employed for a specified time period. We may terminate

[Table of Contents](#)

employment for cause, at any time, for certain acts of the executive officer, such as continued failure to satisfactorily perform, willful misconduct or gross negligence in the performance of agreed duties, conviction or entry of a guilty or nolo contendere plea of any felony or any misdemeanor involving moral turpitude, or dishonest act that results in material to our detriment or material of the employment agreement. We may also terminate an executive officer's employment without cause upon 60-day advance written notice. In such case of termination by us, we will provide severance payments to the executive officer as may be agreed between the executive officer and us. The executive officer may resign at any time with a 60-day advance written notice.

Each executive officer has agreed to 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 have also agreed to 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 has agreed 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, each executive officer has agreed not to (i) solicit from any customer doing business with us during the effective term of the employment agreement business of the same or of a similar nature to our business; (ii) solicit from any of our known potential customer business of the same or of a similar nature to that which has been the subject of our known written or oral bid, offer or proposal, or of substantial preparation with a view to making such a bid, proposal or offer; (iii) solicit the employment or services of, or hire or engage, any person who is known to be employed or engaged by us; or (iv) otherwise interfere with our business or accounts, including, but not limited to, with respect to any relationship or agreement between any vendor or supplier and us.

We have also entered into indemnification agreements with each of our directors and executive officers. Under these agreements, we 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.

Compensation of Directors and Executive Officers

In 2020, we paid an aggregate of RMB0.9 million (US\$0.1 million) in cash to our executive officers, and we did not pay any compensation to our non-executive directors. We have not set aside or accrued any amount to provide pension, retirement or other similar benefits to our directors and executive officers. Our PRC subsidiaries and our VIEs 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.

Share Incentive Plan

2016 Plan

In March 2016, our shareholders and board of directors adopted the Amended and Restated Share Incentive Plan, which together with five subsequent amendments are referred to as the 2016

[Table of Contents](#)

Plan in this prospectus, to grant share-based compensation awards to attract, motivate, retain and reward certain directors, officers, employees and other eligible persons and to further link the interests of award recipients with those of our shareholders. The maximum aggregate number of ordinary shares that may be issued under the 2016 Plan is 21,920,964 ordinary shares. As of the date of this prospectus, we have granted options to purchase a total of 28,464,273 ordinary shares under the 2016 Plan, among which options to purchase a total of 19,728,141 ordinary shares are outstanding.

The following paragraphs summarize the principal terms of the 2016 Plan.

Type of Awards. The 2016 Plan permits the awards of options, restricted share awards or unrestricted share awards.

Plan Administration. The 2016 Plan is administered by the board of directors of the Company or the compensation committee of the board. The plan administrator is authorized and empowered to do all things it deems necessary or desirable in connection with the authorization of awards and the administration of the 2016 Plan, including determining the participants to receive awards, the type and number of awards to be granted to each participant, and the terms and conditions of each award.

Award Agreement. Awards granted under the 2016 Plan are evidenced by an award agreement that sets forth the terms, conditions and limitations for each award, which may include the term of the award, restrictions on transfer of the award, and the provisions applicable in the event that the grantee's employment or service terminates.

Eligibility. We may grant awards to our employees, officers, directors, consultants or advisors. The awards granted under the 2016 Plan will be classified into three categories: (i) the awards granted to the officers, employees or directors who rendered the most outstanding work performance, (ii) the awards granted to the Company or its affiliates' management level officers or employees other than the persons eligible for awards under (i), and (iii) the awards granted to the officers or employees of the Company or its affiliates who are below the management level.

Vesting Schedule. For options, subject to termination of employment arrangement, the 2016 Plan provides that on each of the four anniversaries immediately after the grant date, 25% of the total number of ordinary shares subject to the options granted shall be vested. Notwithstanding the foregoing, the plan administrator may, however, in its discretion, designate certain options granted to the officers, employees or directors who rendered the most outstanding work performance as accelerated options. By express provisions in the applicable award agreement, accelerated options may be exercised prior to the date such options become vested. For restricted share awards, subject to termination of employment arrangement, the restrictions attached to the restricted shares granted will lapse with respect to 20% of the total number of restricted shares on each of the five anniversaries immediately after the grant date. Subject to early repurchase provisions, shares awarded shall either become vested or be repurchased by the Company not more than 10 years after the award date.

Exercise of Options. The plan administrator determines the exercise price for each award, which is stated in the award agreement. Each option shall expire not more than ten years after the award date. Unless otherwise expressly provided by the plan administrator, and subject to applicable laws and regulations, vested options shall become exercisable upon the earlier of (i) the date on which the Company's shares are first registered under the Exchange Act and listed on a recognized national securities exchange, and (ii) the occurrence of a change in control event set forth under the 2016 Plan. The shares acquired upon exercise of options shall be designated as restricted shares and shall be subject to all the terms, provisions and restriction as imposed upon in the 2016 Plan and the restricted shares award agreement to be further entered into between the Company and the participant.

[Table of Contents](#)

Transfer Restrictions. Awards shall be exercised by the eligible participants only and shall not be transferable in any manner by the eligible participant other than in accordance with the limited exceptions provided in the 2016 Plan, such as (i) transfers to the Company, (ii) upon approval by the plan administrator, transfers to the immediate family members of the participant by gift, (iii) the designation of a beneficiary to receive benefits if the participant dies or, if the participant has died, transfers to or exercises by the participant's beneficiary, or in absence of a validly designated beneficiary, transfers by will or the laws of descent and distribution, or (vi) permitted transfers or exercises on behalf of the participant by the participant's duly authorized legal representative if the participant has suffered a disability.

Termination and Amendment of the 2016 Plan. Unless terminated earlier, the 2016 Plan has a term of ten years from its date of effectiveness. Our board of directors has the authority to amend or terminate the 2016 Plan. However, no such action may adversely affect in any material way any awards previously granted without the written consent of the participant.

2021 Plan

In April 2021, we adopted the 2021 share incentive plan, or the 2021 Plan, to promote the success and enhance the value of our company by linking the personal interests of the directors, employees, and consultants to those of our shareholders and by providing such individuals with an incentive for outstanding performance to generate superior returns to our shareholders. The maximum aggregate number of ordinary shares that may be issued under 2021 Plan is 6,175,189. As of the date of this prospectus, 2,964,091 restricted share units have been granted and outstanding under the 2021 Plan.

The following paragraphs summarize the principal terms of the 2021 Plan.

Type of Awards. The 2021 Plan permits the awards of options, restricted share units, restricted shares or other types of award approved by a committee that administers the plan.

Plan Administration. Our board of directors or a committee appointed by the board of directors will administer the 2021 Plan. The plan administrator will determine the participants to receive awards, the type and number of awards to be granted to each participant, and the terms and conditions of each grant.

Award Agreement. Awards granted under the 2021 Plan are evidenced by an award agreement that sets forth the terms, conditions and limitations for each award, which may include the term of the award, the provisions applicable in the event that the grantee's employment or service terminates, and our authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind the award.

Eligibility. We may grant awards to our directors, employees and consultants.

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

Exercise of Options. The plan administrator determines the exercise price for each award, which is stated in the relevant award agreement. Options that are vested and exercisable will terminate if they are not exercised prior to the time as the plan administrator determines at the time of grant. However, the maximum exercisable term is ten years from the date of effectiveness of the 2021 Plan.

Transfer Restrictions. Awards may not be transferred in any manner by the participant other than in accordance with the exceptions provided in the 2021 Plan or the relevant award agreement or otherwise determined by the plan administrator, such as transfers by will or the laws of descent and distribution.

[Table of Contents](#)

Termination and Amendment of the 2021 Plan. Unless terminated earlier, the 2021 Plan has a term of ten years from the date of effectiveness of the plan. Our board of directors has the authority to terminate, amend, suspend or modify the plan in accordance with our articles of association. However, without the prior written consent of the participant, no such action may adversely affect in any material way any award previously granted pursuant to the 2021 Plan.

The following table summarizes, as of the date of this prospectus, the number of ordinary shares under outstanding options that we granted to our directors and executive officers.

Name	Ordinary Shares Underlying Options or restricted share units⁽¹⁾	Exercise Price (US\$/Share)	Date of Grant	Date of Expiration
Kerry Xuefeng Chen	*	0.1	7/31/2015	†
	*	0.1	1/1/2017	†
	*	0.1	7/1/2018	†
	*	0.1	1/1/2019	†
	*	0.1	1/1/2019	†
	*	0.1	9/1/2016	†
	*	0.1	10/4/2016	†
	*	0.1	7/31/2019	†
	*	0.1	4/13/2021	†
	1,725,746	0.1	4/13/2021	†
	2,964,091 ⁽¹⁾	—	4/13/2021	†
Yongliang Wang	*	0.1	6/3/2019	†
	*	0.1	6/3/2019	†
	*	0.1	6/3/2019	†
	*	0.1	3/1/2020	†
	*	0.1	6/3/2019	†
	*	0.1	7/1/2020	†
	*	0.1	4/13/2021	†
Wenjun Sun	*	0.1	4/13/2021	†
Chen Chen	*	0.1	4/13/2021	†
	*	0.1	4/13/2021	†
All directors and executive officers as a group	9,307,620			

* Less than 1% of our total ordinary shares on an as-converted basis outstanding as of the date of this prospectus.

† The expiration date is ten years from the date of grant.

(1) Only 2,964,091 restricted share units were granted to Mr. Kerry Xuefeng Chen.

As of the date of this prospectus, our employees other than directors and executive officers as a group held options to purchase 13,384,612 ordinary shares, with exercise prices ranging from US\$0.03 per share to US\$2.8 per share.

PRINCIPAL [AND SELLING] SHAREHOLDERS

Except as specifically noted, the following table sets forth information with respect to the beneficial ownership of our ordinary shares on an as-converted basis as of the date of this prospectus by:

- each of our directors and executive officers;
- each of our principal shareholders who beneficially own more than 5% of our total issued and outstanding shares[; and
- each selling shareholder].

The calculations in the table below are based on 119,715,099 ordinary shares on an as-converted basis issued and outstanding as of the date of this prospectus, and ordinary shares issued and outstanding immediately after the completion of this offering, assuming the underwriters do not exercise their over-allotment option.

Beneficial ownership is determined in accordance with the rules and regulations of the SEC. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, we have included shares that the person has the right to acquire within 60 days, including through the exercise of any option, warrant or other right or the conversion of any other security. These shares, however, are not included in the computation of the percentage ownership of any other person.

	Ordinary Shares Beneficially Owned Prior to This Offering		[Ordinary Shares Being Sold in This Offering		Ordinary Shares Beneficially Owned Immediately After This Offering	
	Number	%	Number	%]	Number	%
Directors and officers**:						
Kerry Xuefeng Chen(1)	16,263,518	13.1				
Wenjun Sun(2)	5,606,621	4.7				
Jianming Shi	—	—				
Kanglin Li	—	—				
Pengfei Wang	—	—				
Yongliang Wang	*	*				
Lei Xu	—	—				
Xiaobing Yan	—	—				
Yuen Chiu	—	—				
Chen Chen	*	*				
All directors and officers as a group	20,087,262	16.8				
Principal[and Selling] Shareholders:						
C&XF Group Limited(3)	12,290,804	10.3				
JD.com Development Limited(4)	46,133,715	38.5				
Morningside entities(5)	19,055,373	15.9				
Internet Fund IV Pte. Ltd.(6)	8,512,815	7.1				
Tiantu entities(7)	11,543,175	9.6				

Notes:

* Less than 1% of our total ordinary shares on an as-converted basis outstanding as of the date of this prospectus.

** Except as indicated otherwise, the business address of our directors and executive officers is 12th Floor, No. 6 Building, 433 Songhu Road, Shanghai, the People's Republic of China. The business address of Mr. Sun Wenjun is Room 106, No. 398 Guoshun Road East, Yangpu, Shanghai, the People's Republic of China. The business address of Mr. Jianming Shi is Suite 905-6 on the 9th Floor of ICBC Tower, Three Garden Road, Hong Kong. The business address of Mr. Kanglin Li is Room 1206, No. 688 West Nanjing Road, Jing'an District, Shanghai, the People's Republic of China. The business address of Mr. Pengfei Wang is Tiger Global Hong Kong Limited, 4309-10, International Finance Centre II, 8 Finance

Table of Contents

Street, Central, Hong Kong. The business address of Mr. Lei Xu is 8/F, Building B, No. 18 Kechuang 11 Street, Yizhuang, Beijing, the People's Republic of China. The business address of Mr. Xiaobing Yan is JD.com Headquarters, 5/F Building 4, Kechuang 11 Street, Yizhuang, Beijing, the People's Republic of China. The business address of Mr. Yuen Chiu is 27th Floor, Low Block Grand Millennium Plaza 181 Queen's Road Central, Hong Kong.

- (1) Represents (i) 12,290,804 ordinary shares held by C&XF Group Limited, a limited liability company incorporated under the laws of the British Virgin Islands and (ii) 3,972,714 ordinary shares Mr. Kerry Xuefeng Chen has the right to acquire within 60 days after the date of this prospectus. Mr. Kerry Xuefeng Chen is the sole shareholder and the sole director of C&XF Group Limited. The registered address of C&XF Group Limited is situated at offices of Sertus Incorporations (BVI) Limited, Sertus Chambers, P.O. Box 905, Quastisky Building Road Town, Tortola, British Virgin Islands.
- (2) Represents (i) 4,832,367 ordinary shares held by S&WJ Group Limited, a limited liability company incorporated under the laws of the British Virgin Islands and (ii) 691,406 ordinary shares Mr. Yongliang Wang has the right to acquire within 60 days after the date of this prospectus. Mr. Wenjun Sun is the sole shareholder and the sole director of S&WJ Group Limited.
- (3) Represents 12,290,804 ordinary shares held by C&XF Group Limited, a limited liability company incorporated under the laws of the British Virgin Islands. Mr. Kerry Xuefeng Chen is the sole shareholder and the sole director of C&XF Group Limited. The registered address of C&XF Group Limited is situated at offices of Sertus Incorporations (BVI) Limited, Sertus Chambers, P.O. Box 905, Quastisky Building Road Town, Tortola, British Virgin Islands.
- (4) Represents (i) 7,450,811 Series C-2 preferred shares, (ii) 6,265,003 Series C-3 preferred shares, (iii) 2,115,755 Series D-1 preferred shares, and (iv) 30,302,146 Series E preferred shares held by JD.com Development Limited, a limited liability company incorporated under the laws of the British Virgin Islands. JD.com Development Limited is an indirect subsidiary wholly-owned by JD.com (NYSE: JD). The registered address of JD.com Development Limited is P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands.
- (5) Represents (i) 369,034 ordinary shares, 9,497,040 Series A preferred shares, 1,758,711 Series B-1 preferred shares, 2,879,784 Series B-2 preferred shares, and 840,614 Series E preferred shares held by Morningside China TMT Fund II, L.P., (ii) 1,825,679 Series C-1 preferred shares held by Morningside China TMT Top Up Fund, L.P., and (iii) 1,884,511 Series C-3 preferred shares held by Shanghai Chenxi Venture Capital Center (Limited Partnership).

Both Morningside China TMT Fund II, L.P. and Morningside China TMT Top Up Fund, L.P. are controlled by their general partner, Morningside China TMT GP II, L.P., which, in turn, is controlled by its general partner, TMT General Partner Ltd. TMT General Partner Ltd. is controlled by its board of directors which consists of five individuals, namely Jianming Shi, Qin Liu, Gerald Lokchung Chan, Maria K. Lam and Makim Wai On Andrew Ma. These directors have the voting and dispositive powers over the shares held by Morningside China TMT Fund II, L.P. and Morningside China TMT Top Up Fund, L.P. The registered address of Morningside China TMT Fund II, L.P. is Windward 3, Regatta Office Park, PO Box 1350, Grand Cayman KY1-1108, Cayman Islands. The registered address of Morningside China TMT Top Up Fund, L.P. is Windward 3, Regatta Office Park, PO Box 1350, Grand Cayman KY1-1108, Cayman Islands.

Shanghai Chenxi Venture Capital Center (Limited Partnership) is controlled by its general partner, which in turn is controlled by an investment committee consisting of three individuals, i.e. Qin Liu, Jianming Shi and Yu Cheng. The three individuals have the voting and dispositive powers over the shares held by Shanghai Chenxi Venture Capital Center (Limited Partnership). The registered address of Shanghai Chenxi Venture Capital Center (Limited Partnership) is Building 26, 828-838 Zhangyang Road, China (Shanghai) Free Trade Pilot Zone, the People's Republic of China.

- (6) Represents 7,952,405 Series D-2 preferred shares and 560,410 Series E preferred shares held by Internet Fund IV Pte. Ltd., a company formed under the laws of Singapore. Internet Fund IV Pte. Ltd. is ultimately controlled by Charles P. Coleman III and Scott L. Shleifer. The registered address of Internet Fund IV Pte. Ltd. is 8 Temasek Boulevard, #3202 Suntec Tower Three, Singapore 038988.
- (7) Represents (i) 7,450,811 Series C-2 preferred shares held by Tiantu China Consumer Fund I, L.P., (ii) 429,089 Series C-3 preferred shares and 280,205 Series E preferred shares held by Tiantu China Consumer Fund II, L.P., and (iii) 3,383,070 Series C-3 preferred shares held by Shenzhen Tiantu Xingli Investment Enterprise (Limited Partnership). The ultimate beneficial owner of Tiantu China Consumer Fund I, L.P. is Ms. Xinting Wang. Both Tiantu China Consumer Fund II, L.P. and Shenzhen Tiantu Xingli Investment Enterprise (Limited Partnership) are indirectly controlled by Tian Tu Capital Co., Ltd., the shares of which are listed on the National Equities Exchange and Quotations. Mr. Yonghua Wang is the actual controlling person of Tian Tu Capital Co., Ltd. Ms. Xinting Wang is Mr. Yonghua Wang's daughter. The registered address of Tiantu China Consumer Fund I, L.P. is Intertrust Corporate Services (Cayman) Limited, One Nexus Way, Camana Bay, Grand Cayman KY1-9005, Cayman Islands. The registered address of Tiantu China Consumer Fund II, L.P. is Intertrust Corporate Services (Cayman) Limited, One Nexus Way, Camana Bay, Grand Cayman KY1-9005, Cayman Islands. The registered address of Shenzhen Tiantu Xingli Investment Enterprise (Limited Partnership) is 23/F-2/3, Block 1, Building B, Wisdom Plaza, 4068 Qiaoxiang Road, Nanshan District, Shenzhen, the People's Republic of China.

[Table of Contents](#)

As of the date of this prospectus, a total of 297,902 ordinary shares and 3,870,012 preferred shares are held by one holder of record in the United States, representing approximately 3.7% of our total ordinary shares issued and outstanding on an as-converted basis.

We are not aware of any arrangement that may, at a subsequent date, result in a change of control of our company.

RELATED PARTY TRANSACTIONS

Contractual Arrangements with Our VIEs and Their Respective Shareholders

See “Corporate History and Structure.”

Shareholders Agreement

See “Description of Share Capital—Shareholders Agreement.”

Private Placements

See “Description of Share Capital—History of Securities Issuances.”

Employment Agreements and Indemnification Agreements

See “Management—Employment Agreements and Indemnification Agreements.”

Share Incentive Plan

See “Management—Share Incentive Plan.”

Transactions with Related Parties

For the year ended December 31, 2018, we had the following transactions with related parties:

- We sold pre-owned consumer electronics to Beijing Xichen Technology Co., Ltd., one of our equity investees, for a consideration of RMB16.4 million.
- We purchased service related to traffic acquisition and sourcing of inventory that benefits our entire platform, including AHS Recycle, PJT Marketplace and Paipai Marketplace, from JD Group for a total consideration of RMB21.0 million.
- We extended a loan of RMB32.9 million to Jinsong (Shanghai) Network Information Technology Co., Ltd., or Jinsong, one of our equity investees of 8% per annum, and received an interest income of RMB0.2 million and a repayment of RMB26.1 million from Jinsong.
- We received an income of RMB0.4 million from Fuzhou Ruifeng Renewable resources Co., Ltd., or Ruifeng, one of our equity investees, due to the outstanding loans we extended to Ruifeng previously.
- We extended a loan of RMB6.0 million to Shanghai Yueqing Information Technology Co., Ltd., or Yueqing, one of our equity investees, at an interest rate of 8% per annum.
- We extended an interest-free payable on demand loan of RMB0.6 million to Shanghai Meda Information Technology Co., Ltd., or Meda, one of our equity investees.

For the year ended December 31, 2019, we had the following transactions with related parties:

- We provided consultation service to Manak Waste Management Private Limited, one of our equity investees, for a total consideration of RMB6.4 million.
- We purchased new consumer electronics from JD Group for a total consideration of RMB8.1 million.

[Table of Contents](#)

- We purchased service related to traffic acquisition and sourcing of inventory that benefits our entire platform, including AHS Recycle, PJT Marketplace and Paipai Marketplace, and R&D services from JD Group for a total consideration of RMB82.6 million.
- We disposed of our household waste recycling business to Shanghai Yuekun Environmental Protection Technology Co., Ltd., or Yuekun, a company controlled by Mr. Kerry Xuefeng Chen, in exchange for economic rights (without any voting or significant participation rights) to 52.5% of the total outstanding shares of Yuekun's holding company in Cayman islands. We recognized a loss of RMB9.3 million upon disposal. We also extended a loan of RMB81.6 million to Yuekun at an interest rate of 7% per annum and received an interest income of RMB352.0 thousand from Yuekun. Mr. Kerry Xuefeng Chen provided guarantee on the repayment of the loan. We received a repayment of RMB20.1 million from Yuekun.
- We received an income of RMB0.3 million from Ruifeng.
- We extended a loan of RMB3.5 million to Yueqing at an interest rate of 8% per annum.
- We extended an interest-free payable on demand loan of RMB3.9 million to Shenzhen Aileyou Information Technology Co., Ltd., or Aileyou, one of our equity investees, and received a repayment of RMB1.5 million from Aileyou.
- We extended a loan of RMB75 million to Jinsong and received a repayment of RMB81.8 million from Jinsong.
- We acquired Paipai, a B2C online retail platform for pre-owned products, from JD.com, Inc. on June 3, 2019. The tangible assets acquired primarily include property and equipment related to the operations of Paipai platform such as computers. The intangible assets acquired primarily include resources provided by JD under a business cooperation agreement entered into together with the acquisition of Paipai, brand names, non-compete commitment, technology and platform, deferred tax liabilities and goodwill. In addition to the tangible and intangible assets, we received a net cash of US\$20.1 million from JD. As a consideration, we issued 27,500,098 Series E preferred Shares to JD.com Development Limited.

For the year ended December 31, 2020, we had the following transactions with related parties:

- We purchased JD e-card and new consumer electronics from JD Group for a total consideration of RMB25.4 million.
- We purchased service related to traffic acquisition and sourcing of inventory that benefits our entire platform, including AHS Recycle, PJT Marketplace and Paipai Marketplace, and R&D services from JD Group for a total consideration of RMB166.1 million.
- We purchased service related to traffic acquisition from Aileyou for a total consideration of RMB2.0 million.
- We extended a loan of RMB138.3 million to Yuekun at an interest rate of 7% per annum and received an interest income of RMB1.8 million from Yuekun. We also received a repayment of RMB175.8 million from Yuekun, a portion of which was repayment of loans we extended in prior years.
- We extended an interest-free payable on demand loan of RMB2.4 million to Aileyou, and received a repayment of RMB2.9 million from Aileyou, a portion of which was repayment of loans we extended in prior year.

DESCRIPTION OF SHARE CAPITAL

We are a Cayman Islands exempted company incorporated with limited liability and our affairs are governed by our memorandum and articles of association, the Companies Act (2021 Revision) of the Cayman Islands, which we refer to as the Companies Act below, and the common law of the Cayman Islands.

As of the date of this prospectus, our authorized share capital is US\$300,000 divided into 300,000,000 shares with a par value of US\$0.001 each, comprising of (i) 192,499,052 ordinary shares with a par value of US\$0.001 each; (ii) 9,497,040 Series A preferred shares with a par value of US\$0.001 each; (iii) 7,586,836 Series B preferred shares with a par value of US\$0.001 each, comprising of (a) 1,758,711 Series B-1 preferred shares, (b) 2,879,784 Series B-2 preferred shares and (c) 2,948,341 Series B-3 preferred shares; (iv) 44,226,287 Series C preferred shares with a par value of US\$0.001 each, comprising of (a) 2,747,350 Series C-1 preferred shares, (b) 17,099,501 Series C-2 preferred shares and (c) 24,379,436 Series C-3 preferred shares; (v) 10,068,160 Series D preferred shares with a par value of US\$0.001 each, comprising of (a) 2,115,755 Series D-1 preferred shares and (b) 7,952,405 Series D-2 preferred shares; and (vi) 36,122,625 Series E preferred shares with a par value of US\$0.001 each.

As of the date of this prospectus, 18,782,620 ordinary shares, 9,497,040 Series A preferred shares, 1,758,711 Series B-1 preferred shares, 2,879,784 Series B-2 preferred shares, 2,948,341 Series B-3 preferred shares, 2,747,350 Series C-1 preferred shares, 17,099,501 Series C-2 preferred shares, 19,304,831 Series C-3 preferred shares, 2,115,755 Series D-1 preferred shares, 7,952,405 Series D-2 preferred shares and 34,628,761 Series E preferred shares are issued and outstanding. All of our issued and outstanding ordinary shares and preferred shares are fully paid.

Immediately prior to the completion of this offering, 100,932,479 preferred shares that are issued and outstanding will be converted into ordinary shares by way of re-designation on a one-for-one basis, and our authorized share capital will be divided into ordinary shares with a nominal or par value of US\$ each.

Our Post-Offering Memorandum and Articles of Association

Subject to the approval of our shareholders, we will adopt a further amended and restated memorandum and articles of association, which will become effective and replace our currently effective memorandum and articles of association in its entirety immediately prior to the completion of this offering. The following are summaries of material provisions of the post-offering memorandum and articles of association and of the Companies Act, insofar as they relate to the material terms of our ordinary shares.

Objects of Our Company. Under our post-offering memorandum and articles of association, 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 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 nonresidents of the Cayman Islands may freely hold and vote their shares.

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

[Table of Contents](#)

ordinary resolution, but no dividend shall exceed the amount recommended by our directors. Our post-offering 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. 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 post-offering 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 post-offering 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 post-offering 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 post-offering 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.

[Table of Contents](#)

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 the NYSE 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 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 the rules of the NYSE 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 adversely] varied with the consent in writing of the holders of [all] of the issued shares of that class or with the sanction of [an ordinary] 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 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 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 post-offering 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 post-offering 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. See “Where You Can Find Additional Information.”

Anti-Takeover Provisions. Some provisions of our post-offering 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.

[Table of Contents](#)

However, under Cayman Islands law, our directors may only exercise the rights and powers granted to them under our post-offering 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).

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

[Table of Contents](#)

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 post-offering 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 post-offering 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 post-offering 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 post-offering 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 post-offering 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 post-offering 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 post-offering memorandum and articles of association, directors may be removed with or without cause, by an ordinary resolution of our shareholders. A director will also 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 special 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 post-offering 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 [all] of the issued shares of that class or with the sanction of [an ordinary] 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 post-offering 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 post-offering 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 post-offering memorandum and articles of association governing the ownership threshold above which shareholder ownership must be disclosed.

History of Securities Issuances

The following is a summary of our securities issuances in the past three years.

Preferred Shares

Follow-on Series C-3 Preferred Shares

On June 26, 2018, we entered into a Follow-on Series C-3 Preferred Share Purchase Agreement with Euro Eco Limited, pursuant to which we issued 1,884,512 Series C-3 preferred shares to Euro Eco Limited on June 26, 2018 for a purchase price of US\$5,000,000.

Series D Preferred Shares

On July 5, 2018, we entered into a Series D Preferred Share Purchase Agreement with JD.com Development Limited and Internet Fund IV Pte. Ltd. Pursuant to the agreement, we issued on July 5, 2018 (i) 2,115,755 Series D-1 preferred shares to JD.com Development Limited for a purchase price of US\$22,917,594, and (ii) 7,952,405 Series D-2 preferred shares to Internet Fund IV Pte. Ltd. for a purchase price of US\$101,340,522.

First Conversion of Series C-3 Convertible Loans

On December 7, 2018, as a result of certain Series C-3 convertible loan investors' election to convert the loans they extended to us during Series C-3 round of financing into Series C-3 preferred

[Table of Contents](#)

shares, we issued (i) 1,691,535 Series C-3 preferred shares to Qianhai Ark (Cayman) Investment Co. Limited for a purchase price of US\$ equivalent of RMB30,000,000, (ii) 5,564,491 Series C-3 preferred shares to JD.com Development Limited for a purchase price of US\$ equivalent of RMB98,688,292, and (iii) 563,845 Series C-3 preferred shares to YYT Capital Inc. for a purchase price of US\$ equivalent of RMB10,000,000.

Series E Preferred Shares

On June 3, 2019, we entered into Series E Preferred Share Purchase Agreements with six investors. Pursuant to the agreements, we issued:

- on June 3, 2019, (i) 560,410 Series E preferred shares to Generation Mu HK Investment Limited for a purchase price of US\$10,000,000, (ii) 560,410 Series E preferred shares to Internet Fund IV Pte. Ltd. for a purchase price of US\$10,000,000, and (iii) 27,500,098 Series E preferred shares to JD.com Development Limited, in exchange for JD Group's Paipai business, certain exclusive traffic resources, and a cash consideration of US\$20,114,688;
- on August 16, 2019, we issued 280,205 Series E preferred shares to Tiantu China Consumer Fund II, L.P. for a purchase price of US\$5,000,000;
- on August 24, 2019, we issued 280,205 Series E preferred shares to Fresh Capital Fund I, L.P. for a purchase price of US\$5,000,000; and
- on September 16, 2019, we issued 840,614 Series E preferred shares to Morningside China TMT Fund II, L.P. for a purchase price of US\$15,000,000.

Follow-on Series E Preferred Shares

On September 4, 2020, we entered into a Follow-on Series E Preferred Share Purchase Agreement, or Series E Follow-on SPA, with five investors, including three RMB investors. Pursuant to the agreement, we issued:

- on September 9, 2020, 1,401,024 Series E preferred shares to Guotai Junan Finance (Hong Kong) Limited for a purchase price of US\$25,000,000; and
- on September 14, 2020, 2,802,048 Series E preferred shares to JD.com Development Limited for a purchase price of US\$50,000,000.

Upon the closing of the transaction with the three RMB investors, we will issue (i) 282,623 Series E preferred shares to Tianjin Huihe Haihe Intelligent Logistics Industry Fund Partnership (Limited Partnership), or Huihe Haihe, for a purchase price of US\$ equivalent of RMB35,000,000, (ii) 403,747 Series E preferred shares to Shanghai Zhengmu Investment Center (Limited Partnership), or Zhengmu, for a purchase price of US\$ equivalent of RMB50,000,000, and (iii) 403,747 Series E preferred shares to Ningbo Qingyu Investment Management Co., Ltd., or Qingyu, for a purchase price of US\$ equivalent of RMB50,000,000.

On November 19, 2020, an additional RMB investor, Zibo Minsheng Ouming Equity Investment Partnership (Limited Partnership), or Minsheng, entered into an amendment agreement to the Series E Follow-on SPA, with all parties to the Series E Follow-on SPA. Pursuant to the amendment agreement, upon the closing of the transaction, we will issue 807,494 Series E preferred shares to Minsheng for a purchase price of US\$ equivalent of RMB100,000,000.

Follow-on Series E Convertible Loans

On September 4, 2020, we also entered into a convertible loan agreement with each of the three RMB investors that entered into the Series E Follow-on SPA with us on the same day. Pursuant to the

[Table of Contents](#)

three convertible loan agreements, (i) Huihe Haihe extended a loan of RMB35,000,000 to us, (ii) Zhengmu extended a loan of RMB50,000,000 to us, and (iii) Qingyu extended a loan of RMB50,000,000 to us. We are obligated to repay such loans within 30 days after each corresponding RMB investor obtains relevant PRC government authorities' approval for its follow-on Series E investment in our company pursuant to the Series E Follow-on SPA.

On November 19, 2020, the same day on which we entered into the amendment agreement with Minsheng, we also entered into a convertible loan agreement with Minsheng. Pursuant to the convertible loan agreement, Minsheng to extended a loan of RMB100,000,000 to us and we are obligated to repay such loan within 30 days after Minsheng obtains relevant PRC government authorities' approval for its follow-on Series E investment in our company pursuant to the amendment agreement.

Second Conversion of Series C-3 Convertible Loans

On February 8, 2021, as a result of a few additional Series C-3 convertible loan investors' election to convert the loans they extended to us during Series C-3 round of financing into Series C-3 preferred shares, we issued (i) 1,884,511 Series C-3 preferred shares to Shanghai Chenxi Venture Capital Center (Limited Partnership) for a purchase price of US\$ equivalent of RMB33,422,500, (ii) 3,383,070 Series C-3 preferred shares to Shenzhen Tiantu Xingli Investment Enterprise (Limited Partnership) for a purchase price of US\$ equivalent of RMB60,000,000, and (iii) 563,845 Series C-3 preferred shares to Shanghai Jinglin Jinghui Equity Investment Center (Limited Partnership) for a purchase price of US\$ equivalent of RMB10,000,000.

Replacement of Certain Series C-3 Preferred Shares Issued in the First Conversion of Series C-3 Convertible Loans

On February 8, 2021, we issued 1,262,446 Series C-3 preferred shares to Qianhai Fund of Fund Equity Investment (Shenzhen) Co., Ltd., or Qianhai FoF, for a purchase price of US\$ equivalent of RMB22,389,948 and, at the same time, repurchased from Qianhai Ark (Cayman) Investment Co. Limited, an offshore affiliate of Qianhai FoF, the same amount of Series C-3 preferred shares we issued to it on December 7, 2018 upon the first conversion of Series C-3 convertible loans, at the same price.

First Conversion of Follow-on Series E Convertible Loans

On February 8, 2021, Zhengmu, a follow-on Series E convertible loan investor, elected to convert the loan it extended to us during follow-on Series E round of financing into Series E preferred shares, and we issued 403,747 Series E preferred shares to Refresher Limited, an offshore affiliate of Zhengmu, for a purchase price of US\$ equivalent of RMB50,000,000. Upon the completion of this issuance, our transaction with Zhengmu contemplated under the Series E Follow-on SPA was also closed.

Third Conversion of Series C-3 Convertible Loans

Upon obtaining relevant PRC government authorities' approval for their overseas direct investments in our Company, the last two remaining Series C-3 convertible loan investors will elect to convert the loans they extended to us into Series C-3 preferred shares. As a result, we will issue (i) 2,819,225 Series C-3 preferred shares to Shenzhen Dachen Chuanglian Equity Investment Fund Partnership (Limited Partnership) for a purchase price of US\$ equivalent of RMB50,000,000, and (ii) 2,255,380 Series C-3 preferred shares to Ningbo Meishan Bonded Port Yuanxiao Investment Management Partnership for a purchase price of US\$ equivalent of RMB40,000,000.

Second Conversion of Follow-on Series E Convertible Loans

Upon obtaining relevant PRC government authorities' approval for their overseas direct investments in our company, the remaining three Series E convertible loan investors will elect to convert the loans they extended to us during follow-on Series E round of financing into Series E preferred shares. As a result, we will issue (i) 282,623 Series E preferred shares to Huihe Haihe for a purchase price of US\$ equivalent of RMB35,000,000, (ii) 403,747 Series E preferred shares to Qingyu for a purchase price of US\$ equivalent of RMB50,000,000, and (iii) 807,494 Series E preferred shares to Minsheng for a purchase price of US\$ equivalent of RMB100,000,000. Upon the completion of these issuances, our transaction with Huihe Haihe, Qingyu and Minsheng contemplated under the Series E Follow-on SPA will also be closed.

Series F Preferred Shares, Series C-3 Preferred Shares and Ordinary Shares

On April 20, 2021, we entered into a share purchase agreement with eight investors. Pursuant to the share purchase agreement, upon closing of the transaction, we will issue to:

- Being Capital Fund I LP (i) 1,080,658 Series F preferred shares for a consideration of US\$21,000,000; (ii) 338,307 Series C-3 preferred shares for a consideration of US\$5,259,349; and (iii) 240,617 ordinary shares for a consideration of US\$3,740,651;
- Tian Zhan Investment Limited (i) 540,329 Series F preferred shares for a consideration of US\$10,500,000; (ii) 169,153 Series C-3 preferred shares for a consideration of US\$2,629,674; and (iii) 120,309 ordinary shares for a consideration of US\$1,870,326;
- JD.com Development Limited (i) 720,439 Series F preferred shares for a consideration of US\$14,000,000; (ii) 225,538 Series C-3 preferred shares for a consideration of US\$3,506,233; (iii) 160,411 ordinary shares for a consideration of US\$2,493,767;
- Internet Fund IV Pte. Ltd. (i) 900,548 Series F preferred shares for a consideration of US\$17,500,000; (ii) 281,923 Series C-3 preferred shares for a consideration of US\$4,382,791; (iii) 200,514 ordinary shares for a consideration of US\$3,117,209;
- Tiger Pacific Master Fund LP (i) 720,439 Series F preferred shares for a consideration of US\$14,000,000; (ii) 225,538 Series C-3 preferred shares for a consideration of US\$3,506,233; (iii) 160,412 ordinary shares for a consideration of US\$2,493,767;
- Yiheng Capital Partners, L.P. (i) 720,439 Series F preferred shares for a consideration of US\$14,000,000; (ii) 225,538 Series C-3 preferred shares for a consideration of US\$3,506,233; and (iii) 160,411 ordinary shares for a consideration of US\$2,493,767;
- Pluto Connection Limited (i) 1,801,097 Series F preferred shares for a consideration of US\$35,000,000; (ii) 563,845 Series C-3 preferred shares for a consideration of US\$8,765,581; (iii) 401,028 ordinary shares for a consideration of US\$6,234,419; and
- Design Time Limited (i) 720,439 Series F preferred shares for a consideration of US\$14,000,000; (ii) 225,538 Series C-3 preferred shares for a consideration of US\$3,506,233; (iii) 160,411 ordinary shares for a consideration of US\$2,493,767.

As of the date of this prospectus, the transaction has not been closed yet.

Ordinary shares

On February 8, 2021, we issued 992,513 ordinary shares to Shanghai Jinglin Jinghui Equity Investment Center (Limited Partnership), or Shanghai Jinglin, after C&XF Group Limited, Mr. Kerry Xuefeng Chen's BVI holding company, transferred us the same amount of ordinary shares on the same day. This arrangement was made to realize a transfer of 992,513 ordinary shares from Mr. Kerry Xuefeng Chen to Shanghai Jinglin contemplated under a share transfer agreement between the two shareholders. Instead of a direct transfer between the two shareholders, this arrangement was made to facilitate Shanghai Jinglin's obtaining of the approval from relevant PRC government authorities for investing in the Company's shares.

[Table of Contents](#)

We will issue to several investors certain amounts of ordinary shares pursuant to a share purchase agreement entered into on April 20, 2021. See “—History of Securities Issuance—Preferred Shares—Series F Preferred Shares, Series C-3 Preferred Shares and Ordinary Shares.”

Warrant

On December 9, 2020, we issued to InnoVen Capital China Pte. Ltd. a warrant to subscribe for up to US\$1,000,000 worth of Series E preferred shares at the subscription price set forth in the Warrants Instrument executed by us. The warrant will expire by the earlier of: (i) the fifth anniversary of the date of the issuance of the warrant; and (ii) the date of listing of the shares of our company, subject to adjustment.

Options

We have granted options to purchase our ordinary shares to certain of our directors, officers and employees. See “Management—Share Incentive Plan.”

Shareholders Agreement

We entered into the seventh amended and restated shareholders agreement on September 4, 2020 with our shareholders, which consist of holders of ordinary shares and preferred shares. Each of the new shareholders of our company after September 4, 2020 entered into a joinder agreement with us and became a party to the shareholders agreement dated September 4, 2020. The seventh amended and restated shareholders agreement provides for certain investors' rights, including information and inspection rights, registration rights, right of participation, right of first refusal, co-sale right, right of drag-along, and contains provisions relating to composition of our board of directors, certain corporate governance matters and shareholder approvals. Most of these special rights will automatically terminate upon the completion of this offering. Below is a summary of certain shareholders' special rights that will survive the completion of this offering.

Registration Rights

We have granted certain registration rights to our holders of preferred shares. Set forth below is a description of the registration rights granted under our currently effective shareholders agreement.

Demand Registration Rights. Holders of at least 30% of the then outstanding registrable securities (including ordinary shares issued or issuable upon conversion of the preferred shares) have the right to demand that we file a registration statement of all registrable securities that the holders request to be registered and included in such registration by written notice. Holders of registrable securities may request the registrable securities be distributed by means of an underwriting. We are not obligated to effect more than three such demand registrations. We have the right to defer such filing of registration statement for a period of not more than ninety (90) days after receipt of a demand registration request if, in the good faith judgment of the board of directors of our company, it would be materially detrimental to us and our shareholders for such registration statement to be filed at such time. However, we cannot exercise the deferral right more than once in any twelve-month period and we cannot register any other shares of our company during such twelve-month period.

Piggyback Registration Rights. If we propose to file a registration statement for a public offering of our shares, we shall give all holders of registrable securities a written notice of such registration and shall afford each holder of registrable securities an opportunity to include in such registration all or any part of the registerable securities held by such holder. Holders of registrable securities may make this piggyback registration request for unlimited number of times.

[Table of Contents](#)

Form F-3 Registration Rights. Holders of at least a majority of all registrable securities may request us in writing to file effect a registration on Form F-3 for an unlimited number of times. We shall effect the registration of the securities on Form F-3 as soon as practicable, except in certain circumstances.

Expenses of Registration. We will bear all registration expenses, other than underwriting discounts and selling commissions.

Termination of Registration Rights. Our shareholders' registration rights will terminate (i) after five years of the completion of this offering, or (ii) all such registrable securities proposed to be sold by a shareholder may then be sold without registration in any 90-day period pursuant to Rule 144 promulgated under the Securities Act.

Our policy undertakings to IFC

We undertake to provide one of our shareholders, International Finance Corporation, or IFC, with annual monitoring report confirming our compliance with specific social and environmental measures undertaken by us and our compliance with IFC's performance standards on social & environmental sustainability, and notify IFC of certain incidents or circumstances that have or could reasonably be expected to have an adverse effect on IFC's investment in us and our business operations in accordance with IFC's performance standards on social and environmental sustainability. In addition, we also provide IFC with certain information and inspection rights, and covenant to conduct our business in a compliant manner.

Third Amended and Restated Put Option Agreement

Pursuant to the third amended and restated put option agreement we entered into with certain of our shareholders on June 26, 2018, we granted to each of such shareholders a put option to sell the shares held by them back to us at a price that equals to the amount that is the aggregate of (a) that shareholder's amount of investment in our company; and (b) an amount which would provide to that shareholder the higher of (i) a return of at least two times that shareholder's investment amount; and (ii) an internal rate of return of 15.0% per annum. The shareholders can exercise the put option, under certain conditions, with respect to certain triggering events, such as failure to perform our obligations under IFC policy undertakings described above. The effective period of the put option will not expire until the date on which that shareholder no longer owns any equity securities in our company.

DESCRIPTION OF AMERICAN DEPOSITARY SHARES

[American Depositary Shares

, as depositary, will register and deliver the ADSs. Each ADS will represent ownership of ordinary shares, deposited with , as custodian for the depositary. Each ADS will also represent ownership of any other securities, cash or other property which may be held by the depositary. The depositary's corporate trust office at which the ADSs will be administered is located at. The principal executive office of the depositary is located at.

The Direct Registration System, or DRS, is a system administered by The Depository Trust Company, or DTC, pursuant to which the depositary may register the ownership of uncertificated ADSs, which ownership shall be evidenced by periodic statements issued by the depositary to the ADS holders entitled thereto.

We will not treat ADS holders as our shareholders and accordingly, you, as an ADS holder, will not have shareholder rights. Cayman Islands law governs shareholder rights. The depositary will be the holder of the ordinary shares underlying your ADSs. As a holder of ADSs, you will have ADS holder rights. A deposit agreement among us, the depositary and you, as an ADS holder, and the beneficial owners of ADSs sets out ADS holder rights as well as the rights and obligations of the depositary. The laws of the State of New York govern the deposit agreement and the ADSs. See “—Jurisdiction and Arbitration.”

The following is a summary of the material provisions of the deposit agreement. For more complete information, you should read the entire deposit agreement and the form of American Depositary Receipt. For directions on how to obtain copies of those documents, see “Where You Can Find Additional Information.”

Holding the ADSs

How will you hold your ADSs?

You may hold ADSs either (i) directly (a) by having an American Depositary Receipt, or ADR, which is a certificate evidencing a specific number of ADSs, registered in your name, or (b) by holding ADSs in DRS, or (ii) indirectly through your broker or other financial institution. If you hold ADSs directly, you are an ADS holder. This description assumes you hold your ADSs directly. ADSs will be issued through DRS, unless you specifically request certificated ADRs. If you hold the ADSs indirectly, you must rely on the procedures of your broker or other financial institution to assert the rights of ADS holders described in this section. You should consult with your broker or financial institution to find out what those procedures are.

Dividends and Other Distributions

How will you receive dividends and other distributions on the shares?

The depositary has agreed to pay to you the cash dividends or other distributions it or the custodian receives on 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 as of the record date (which will be as close as practicable to the record date for our ordinary shares) set by the depositary with respect to the ADSs.

- **Cash.** The depositary will convert or cause to be converted any cash dividend or other cash distribution we pay on the ordinary shares or any net proceeds from the sale of any ordinary

shares, rights, securities or other entitlements under the terms of the deposit agreement into U.S. dollars if it can do so on a practicable basis, and can transfer the U.S. dollars to the United States and will distribute promptly the amount thus received. If the depositary shall determine in its judgment that such conversions or transfers are not practical or lawful or if any government approval or license is needed and cannot be obtained at a reasonable cost within a reasonable period or otherwise sought, the deposit agreement allows the depositary to distribute the foreign currency only to those ADS holders to whom it is possible to do so. It will hold or cause the custodian to hold the foreign currency it cannot convert for the account of the ADS holders who have not been paid and such funds will be held for the respective accounts of the ADS holders. It will not invest the foreign currency and it will not be liable for any interest for the respective accounts of the ADS holders.

Before making a distribution, any taxes or other governmental charges, together with fees and expenses of the depositary, that must be paid, will be deducted. See "Taxation." It will distribute only whole U.S. dollars and cents and will round down fractional cents to the nearest whole cent. *If the exchange rates fluctuate during a time when the depositary cannot convert the foreign currency, you may lose some or all of the value of the distribution.*

- **Shares.** For any ordinary shares we distribute as a dividend or free distribution, either (i) the depositary will distribute additional ADSs representing such ordinary shares or (2) existing ADSs as of the applicable record date will represent rights and interests in the additional ordinary shares distributed, to the extent reasonably practicable and permissible under law, in either case, net of applicable fees, charges and expenses incurred by the depositary and taxes and/or other governmental charges. The depositary will only distribute whole ADSs. It will try to sell ordinary shares which would require it to deliver a fractional ADS and distribute the net proceeds in the same way as it does with cash. The depositary may sell a portion of the distributed ordinary shares sufficient to pay its fees and expenses, and any taxes and governmental charges, in connection with that distribution.
- **Elective Distributions in Cash or Shares.** If we offer holders of our ordinary shares the option to receive dividends in either cash or shares, the depositary, after consultation with us and having received timely notice as described in the deposit agreement of such elective distribution by us, has discretion to determine to what extent such elective distribution will be made available to you as a holder of the ADSs. We must timely first instruct the depositary to make such elective distribution available to you and furnish it with satisfactory evidence that it is legal to do so. The depositary could decide it is not legal or reasonably practicable to make such elective distribution available to you. In such case, the depositary shall, on the basis of the same determination as is made in respect of the ordinary shares for which no election is made, distribute either cash in the same way as it does in a cash distribution, or additional ADSs representing ordinary shares in the same way as it does in a share distribution. The depositary is not obligated to make available to you a method to receive the elective dividend in shares rather than in ADSs. There can be no assurance that you will be given the opportunity to receive elective distributions on the same terms and conditions as the holders of ordinary shares.
- **Rights to Purchase Additional Shares.** If we offer holders of our ordinary shares any rights to subscribe for additional shares, the depositary shall having received timely notice as described in the deposit agreement of such distribution by us, consult with us, and we must determine whether it is lawful and reasonably practicable to make these rights available to you. We must first instruct the depositary to make such rights available to you and furnish the depositary with satisfactory evidence that it is legal to do so. If the depositary decides it is not legal or reasonably practicable to make the rights available but that it is lawful and reasonably practicable to sell the rights, the depositary will endeavor to sell the rights and in a riskless principal capacity or otherwise, at such place and upon such terms (including public or private

sale) as it may deem proper distribute the net proceeds in the same way as it does with cash. The depositary will allow rights that are not distributed or sold to lapse. In that case, you will receive no value for them.

If the depositary makes rights available to you, it will establish procedures to distribute such rights and enable you to exercise the rights upon your payment of applicable fees, charges and expenses incurred by the depositary and taxes and/or other governmental charges. The depositary shall not be obliged to make available to you a method to exercise such rights to subscribe for ordinary shares (rather than ADSs).

U.S. securities laws may restrict transfers and cancellation of the ADSs represented by shares purchased upon exercise of rights. For example, you may not be able to trade these ADSs freely in the United States. In this case, the depositary may deliver restricted depositary shares that have the same terms as the ADSs described in this section except for changes needed to put the necessary restrictions in place.

There can be no assurance that you will be given the opportunity to exercise rights on the same terms and conditions as the holders of ordinary shares or be able to exercise such rights.

- **Other Distributions.** Subject to receipt of timely notice, as described in the deposit agreement, from us with the request to make any such distribution available to you, and provided the depositary has determined such distribution is lawful and reasonably practicable and feasible and in accordance with the terms of the deposit agreement, the depositary will distribute to you anything else we distribute on deposited securities by any means it may deem practicable, upon your payment of applicable fees, charges and expenses incurred by the depositary and taxes and/or other governmental charges. If any of the conditions above are not met, the depositary will endeavor to sell, or cause to be sold, what we distributed and distribute the net proceeds in the same way as it does with cash; or, if it is unable to sell such property, the depositary may dispose of such property in any way it deems reasonably practicable under the circumstances for nominal or no consideration, such that you may have no rights to or arising from such property.

The depositary is not responsible if it decides that it is unlawful or impractical to make a distribution available to any ADS holders. We have no obligation to register ADSs, shares, rights or other securities under the Securities Act. We also have no obligation to take any other action to permit the distribution of ADSs, shares, rights or anything else to ADS holders. This means that you may not receive the distributions we make on our shares or any value for them if we and/or the depositary determines that it is illegal or not practicable for us or the depositary to make them available to you.

Deposit, Withdrawal and Cancellation

How are ADSs issued?

The depositary will deliver ADSs if you or your broker deposit ordinary shares or evidence of rights to receive ordinary shares with the custodian. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will register the appropriate number of ADSs in the names you request and will deliver the ADSs to or upon the order of the person or persons entitled thereto.

Except for ordinary shares deposited by us in connection with this offering, no shares will be accepted for deposit during a period of 180 days after the date of this prospectus. The 180-day lock-up period is subject to adjustment under certain circumstances as described in the section entitled "Shares Eligible for Future Sales—Lock-up Agreements."

How do ADS holders cancel an American Depositary Share?

You may turn in your ADSs at the depositary's corporate trust office or by providing appropriate instructions to your broker. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will deliver the ordinary shares and any other deposited securities underlying the ADSs to you or a person you designate at the office of the custodian. Or, at your request, risk and expense, the depositary will deliver the deposited securities at its corporate trust office, to the extent permitted by law.

How do ADS holders interchange between Certificated ADSs and Uncertificated ADSs?

You may surrender your ADR to the depositary for the purpose of exchanging your ADR for uncertificated ADSs. The depositary will cancel that ADR and will send you a statement confirming that you are the owner of uncertificated ADSs. Alternatively, upon receipt by the depositary of a proper instruction from a holder of uncertificated ADSs requesting the exchange of uncertificated ADSs for certificated ADSs, the depositary will execute and deliver to you an ADR evidencing those ADSs.

Voting Rights

How do I vote?

You may instruct the depositary to vote the ordinary shares or other deposited securities underlying your ADSs at any meeting at which you are entitled to vote pursuant to any applicable law, the provisions of our memorandum and articles of association, and the provisions of or governing the deposited securities. *Otherwise, you could exercise your right to vote directly if you withdraw the ordinary shares. However, you may not know about the meeting sufficiently enough in advance to withdraw the ordinary shares.*

If we ask for your instructions and upon timely notice from us by regular, ordinary mail delivery, or by electronic transmission, as described in the deposit agreement, the depositary will notify you of the upcoming meeting at which you are entitled to vote pursuant to any applicable law, the provisions of our memorandum and articles of association, and the provisions of or governing the deposited securities, and arrange to deliver our voting materials to you. The materials will include or reproduce (i) such notice of meeting or solicitation of consents or proxies; (ii) a statement that the ADS holders at the close of business on the ADS record date will be entitled, subject to any applicable law, the provisions of our memorandum and articles of association, and the provisions of or governing the deposited securities, to instruct the depositary as to the exercise of the voting rights, if any, pertaining to the ordinary shares or other deposited securities represented by such holder's ADSs; and (iii) a brief statement as to the manner in which such instructions may be given to the depositary. Voting instructions may be given only in respect of a number of ADSs representing an integral number of ordinary shares or other deposited securities. For instructions to be valid, the depositary must receive them in writing on or before the date specified. The depositary will try, as far as practical, subject to applicable law and the provisions of our memorandum and articles of association, to vote or to have its agents vote the ordinary shares or other deposited securities (in person or by proxy) as you instruct. The depositary will only vote or attempt to vote as you instruct.

We cannot assure you that you will receive the voting materials in time to ensure that you can instruct the depositary to vote the ordinary shares underlying your ADSs. In addition, there can be no assurance that ADS holders and beneficial owners generally, or any holder or beneficial owner in particular, will be given the opportunity to vote or cause the custodian to vote on the same terms and conditions as the holders of our ordinary shares.

The depositary and its agents are not responsible for failing to carry out voting instructions or for the manner of carrying out voting instructions. *This means that you may not be able to exercise your*

[Table of Contents](#)

right to vote and you may have no recourse if the ordinary shares underlying your ADSs are not voted as you requested.

In order to give you a reasonable opportunity to instruct the depositary as to the exercise of voting rights relating to deposited securities, if we request the depositary to act, we will give the depositary notice of any such meeting and details concerning the matters to be voted at least 30 business days in advance of the meeting date.

Compliance with Regulations

Information Requests

Each ADS holder and beneficial owner shall (i) provide such information as we or the depositary may request pursuant to law, including, without limitation, relevant Cayman Islands law, any applicable law of the United States of America, our memorandum and articles of association, any resolutions of our board of directors adopted pursuant to such memorandum and articles of association, the requirements of any markets or exchanges upon which the ordinary shares, ADSs or ADRs are listed or traded, or to any requirements of any electronic book-entry system by which the ADSs or ADRs may be transferred, regarding the capacity in which they own or owned ADRs, the identity of any other persons then or previously interested in such ADRs and the nature of such interest, and any other applicable matters, and (ii) be bound by and subject to applicable provisions of the laws of the Cayman Islands, our memorandum and articles of association, and the requirements of any markets or exchanges upon which the ADSs, ADRs or ordinary shares are listed or traded, or pursuant to any requirements of any electronic book-entry system by which the ADSs, ADRs or ordinary shares may be transferred, to the same extent as if such ADS holder or beneficial owner held ordinary shares directly, in each case irrespective of whether or not they are ADS holders or beneficial owners at the time such request is made.

Disclosure of Interests

Each ADS holder and beneficial owner shall comply with our requests pursuant to Cayman Islands law, the rules and requirements of the New York Stock Exchange and any other stock exchange on which the ordinary shares are, or will be, registered, traded or listed or our memorandum and articles of association, which requests are made to provide information, inter alia, as to the capacity in which such ADS holder or beneficial owner owns ADS and regarding the identity of any other person interested in such ADS and the nature of such interest and various other matters, whether or not they are ADS holders or beneficial owners at the time of such requests.

Fees and Expenses

Service	Fees	
• To any person to which ADSs are issued or to any person to which a distribution is made in respect of ADS distributions pursuant to stock dividends or other free distributions of stock, bonus distributions, stock splits or other distributions (except where converted to cash)	Up to US\$	per ADS issued
• Cancellation of ADSs, including the case of termination of the deposit agreement	Up to US\$	per ADS cancelled
• Distribution of cash dividends	Up to US\$	per ADS held
• Distribution of cash entitlements (other than cash dividends) and/or cash proceeds from the sale of rights, securities and other entitlements	Up to US\$	per ADS held

[Table of Contents](#)

Service	Fees	
• Distribution of ADSs pursuant to exercise of rights	Up to US\$	per ADS held
• Distribution of securities other than ADSs or rights to purchase additional ADSs	Up to US\$	per ADS held
• Depository services	Up to US\$ record date(s) established by the depository bank	per ADS held on the applicable

As an ADS holder, you will also be responsible to pay certain fees and expenses incurred by the depository bank and certain taxes and governmental charges (in addition to any applicable fees, expenses, taxes and other governmental charges payable on the deposited securities represented by any of your ADSs) such as:

- Fees for the transfer and registration of ordinary shares charged by the registrar and transfer agent for the ordinary shares in the Cayman Islands (*i.e.*, upon deposit and withdrawal of ordinary shares).
- Expenses incurred for converting foreign currency into U.S. dollars.
- Expenses for cable, telex and fax transmissions and for delivery of securities.
- Taxes and duties upon the transfer of securities, including any applicable stamp duties, any stock transfer charges or withholding taxes (*i.e.*, when ordinary shares are deposited or withdrawn from deposit).
- Fees and expenses incurred in connection with the delivery or servicing of ordinary shares on deposit.
- Fees and expenses incurred in connection with complying with exchange control regulations and other regulatory requirements applicable to ordinary shares, deposited securities, ADSs and ADRs.
- Any applicable fees and penalties thereon.

The depository fees payable upon the issuance and cancellation of ADSs are typically paid to the depository bank by the brokers (on behalf of their clients) receiving the newly issued ADSs from the depository bank and by the brokers (on behalf of their clients) delivering the ADSs to the depository bank for cancellation. The brokers in turn charge these fees to their clients. Depository fees payable in connection with distributions of cash or securities to ADS holders and the depository services fee are charged by the depository bank to the holders of record of ADSs as of the applicable ADS record date.

The depository fees payable for cash distributions are generally deducted from the cash being distributed or by selling a portion of distributable property to pay the fees. In the case of distributions other than cash (*i.e.*, share dividends, rights), the depository bank charges the applicable fee to the ADS record date holders concurrent with the distribution. In the case of ADSs registered in the name of the investor (whether certificated or uncertificated in direct registration), the depository bank sends invoices to the applicable record date ADS holders. In the case of ADSs held in brokerage and custodian accounts (via DTC), the depository bank generally collects its fees through the systems provided by DTC (whose nominee is the registered holder of the ADSs held in DTC) from the brokers and custodians holding ADSs in their DTC accounts. The brokers and custodians who hold their clients' ADSs in DTC accounts in turn charge their clients' accounts the amount of the fees paid to the depository banks.

In the event of refusal to pay the depository fees, the depository bank may, under the terms of the deposit agreement, refuse the requested service until payment is received or may set off the amount of the depository fees from any distribution to be made to the ADS holder.

[Table of Contents](#)

The depositary may make payments to us or reimburse us for certain costs and expenses, by making available a portion of the ADS fees collected in respect of the ADR program or otherwise, upon such terms and conditions as we and the depositary bank agree from time to time.

Payment of Taxes

You will be responsible for any taxes or other governmental charges payable, or which become payable, on your ADSs or on the deposited securities represented by any of your ADSs. The depositary may refuse to register or transfer your ADSs or allow you to withdraw the deposited securities represented by your ADSs until such taxes or other charges are paid. It may apply payments owed to you or sell deposited securities represented by your ADSs to pay any taxes owed and you will remain liable for any deficiency. If the depositary sells deposited securities, it will, if appropriate, reduce the number of ADSs to reflect the sale and pay to you any net proceeds, or send to you any property, remaining after it has paid the taxes. You agree to indemnify us, the depositary, the custodian and each of our and their respective agents, directors, employees and affiliates for, and hold each of them harmless from, any claims with respect to taxes (including applicable interest and penalties thereon) arising from any refund of taxes, reduced rate of withholding at source or other tax benefit obtained for you. Your obligations under this paragraph shall survive any transfer of ADRs, any surrender of ADRs and withdrawal of deposited securities or the termination of the deposit agreement.

Reclassifications, Recapitalizations and Mergers

If we:

Change the nominal or par value of our ordinary shares

Reclassify, split up or consolidate any of the deposited securities

Distribute securities on the ordinary shares that are not distributed to you, or recapitalize, reorganize, merge, liquidate, sell all or substantially all of our assets, or take any similar action

Then:

The cash, shares or other securities received by the depositary will become deposited securities.

Each ADS will automatically represent its equal share of the new deposited securities.

The depositary may distribute some or all of the cash, shares or other securities it received. It may also deliver new ADSs or ask you to surrender your outstanding ADRs in exchange for new ADRs identifying the new deposited securities.

Amendment and Termination

How may the deposit agreement be amended?

We may agree with the depositary to amend the deposit agreement and the form of ADR without your consent for any reason. If an amendment adds or increases fees or charges, except for taxes and other governmental charges or expenses of the depositary for registration fees, facsimile costs, delivery charges or similar items, including expenses incurred in connection with foreign exchange control regulations and other charges specifically payable by ADS holders under the deposit agreement, or materially prejudices a substantial existing right of ADS holders, it will not become effective for outstanding ADSs until 30 days after the depositary notifies ADS holders of the amendment. *At the time an amendment becomes effective, you are considered, by continuing to hold your ADSs, to agree to the amendment and to be bound by the ADRs and the deposit agreement as amended.* If any new laws are adopted which would require the deposit agreement to be amended in order to comply therewith, we and the depositary may amend the deposit agreement in accordance

with such laws and such amendment may become effective before notice thereof is given to ADS holders.

How may the deposit agreement be terminated?

The depositary will terminate the deposit agreement if we ask it to do so, in which case the depositary will give notice to you at least 90 days prior to termination. The depositary may also terminate the deposit agreement if the depositary has told us that it would like to resign, or if we have removed the depositary, and in either case we have not appointed a new depositary within 90 days. In either such case, the depositary must notify you at least 30 days before termination.

After termination, the depositary and its agents will do the following under the deposit agreement but nothing else: collect distributions on the deposited securities, sell rights and other property and deliver ordinary shares and other deposited securities upon cancellation of ADSs after payment of any fees, charges, taxes or other governmental charges. Six months or more after the date of termination, the depositary may sell any remaining deposited securities by public or private sale. After that, the depositary will hold the money it received on the sale, as well as any other cash it is holding under the deposit agreement, for the pro rata benefit of the ADS holders that have not surrendered their ADSs. It will not invest the money and has no liability for interest. After such sale, the depositary's only obligations will be to account for the money and other cash. After termination, we shall be discharged from all obligations under the deposit agreement except for our obligations to the depositary thereunder.

Books of Depositary

The depositary will maintain ADS holder records at its depositary office. You may inspect such records at such office during regular business hours but solely for the purpose of communicating with other holders in the interest of business matters relating to the Company, the ADRs and the deposit agreement.

The depositary will maintain facilities in the _____ to record and process the issuance, cancellation, combination, split-up and transfer of ADRs.

These facilities may be closed at any time or from time to time when such action is deemed necessary or advisable by the depositary in connection with the performance of its duties under the deposit agreement or at our reasonable written request.

Limitations on Obligations and Liability to ADS Holders

Limits on our obligations and the obligations of the depositary and the custodian; limits on liability to holders of ADSs

The deposit agreement expressly limits our obligations and the obligations of the depositary and the custodian. It also limits our liability and the liability of the depositary. The depositary and the custodian:

- are only obligated to take the actions specifically set forth in the deposit agreement without gross negligence or willful misconduct;
- are not liable if any of us or our respective controlling persons or agents are prevented or forbidden from, or subjected to any civil or criminal penalty or restraint on account of, or delayed in, doing or performing any act or thing required by the terms of the deposit agreement

and any ADR, by reason of any provision of any present or future law or regulation of the United States or any state thereof, the Cayman Islands or any other country, or of any other governmental authority or regulatory authority or stock exchange, or on account of the possible criminal or civil penalties or restraint, or by reason of any provision, present or future, of our memorandum and articles of association or any provision of or governing any deposited securities, or by reason of any act of God or war or other circumstances beyond its control (including, without limitation, nationalization, expropriation, currency restrictions, work stoppage, strikes, civil unrest, revolutions, rebellions, explosions and computer failure);

- are not liable by reason of any exercise of, or failure to exercise, any discretion provided for in the deposit agreement or in our memorandum and articles of association or provisions of or governing deposited securities;
- are not liable for any action or inaction of the depositary, the custodian or us or their or our respective controlling persons or agents in reliance upon the advice of or information from legal counsel, any person presenting ordinary shares for deposit or any other person believed by it in good faith to be competent to give such advice or information;
- are not liable for the inability of any holder of ADSs to benefit from any distribution on deposited securities that is not made available to holders of ADSs under the terms of the deposit agreement;
- are not liable for any special, consequential, indirect or punitive damages for any breach of the terms of the deposit agreement, or otherwise;
- may rely upon any documents we believe in good faith to be genuine and to have been signed or presented by the proper party;
- disclaim any liability for any action or inaction or inaction of any of us or our respective controlling persons or agents in reliance upon the advice of or information from legal counsel, accountants, any person presenting ordinary shares for deposit, holders and beneficial owners (or authorized representatives) of ADSs, or any person believed in good faith to be competent to give such advice or information; and
- disclaim any liability for inability of any holder to benefit from any distribution, offering, right or other benefit made available to holders of deposited securities but not made available to holders of ADS.

The depositary and any of its agents also disclaim any liability (i) for any failure to carry out any instructions to vote, the manner in which any vote is cast or the effect of any vote or failure to determine that any distribution or action may be lawful or reasonably practicable or for allowing any rights to lapse in accordance with the provisions of the deposit agreement, (ii) the failure or timeliness of any notice from us, the content of any information submitted to it by us for distribution to you or for any inaccuracy of any translation thereof, (iii) any investment risk associated with the acquisition of an interest in the deposited securities, the validity or worth of the deposited securities, the credit-worthiness of any third party, (iv) for any tax consequences that may result from ownership of ADSs, ordinary shares or deposited securities, or (v) for any acts or omissions made by a successor depositary whether in connection with a previous act or omission of the depositary or in connection with any matter arising wholly after the removal or resignation of the depositary, provided that in connection with the issue out of which such potential liability arises the depositary performed its obligations without gross negligence or willful misconduct while it acted as depositary.

In the deposit agreement, we agree to indemnify the depositary under certain circumstances.

Jurisdiction and Arbitration

The laws of the State of New York govern the deposit agreement and the ADSs and we have agreed with the depository that the federal or state courts in the City of New York shall have exclusive jurisdiction to hear and determine any dispute arising from or in connection with the deposit agreement and that the depository will have the right to refer any claim or dispute arising from the relationship created by the deposit agreement to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, which may include claims arising under the federal securities laws, although the arbitration provisions of the deposit agreement do not preclude you from pursuing claims under the Securities Act or the Exchange Act in federal courts.

Jury Trial Waiver

The deposit agreement provides that each party to the deposit agreement (including each holder, beneficial owner and holder of interests in the ADRs) irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any lawsuit or proceeding against us or the depository arising out of or relating to our shares, the ADSs or the deposit agreement, including any claim under the U.S. federal securities laws. If we or the depository opposed a jury trial demand based on the waiver, the court would determine whether the waiver was enforceable based on the facts and circumstances of that case in accordance with the applicable law.

Requirements for Depository Actions

Before the depository will issue, deliver or register a transfer of an ADS, split-up, subdivide or combine ADSs, make a distribution on an ADS, or permit withdrawal of ordinary shares, the depository may require:

- payment of stock transfer or other taxes or other governmental charges and transfer or registration fees charged by third parties for the transfer of any ordinary shares or other deposited securities and payment of the applicable fees, expenses and charges of the depository;
- satisfactory proof of the identity and genuineness of any signature or any other matters contemplated in the deposit agreement; and
- compliance with (i) any laws or governmental regulations relating to the execution and delivery of ADRs or ADSs or to the withdrawal or delivery of deposited securities and (ii) such reasonable regulations and procedures as the depository may establish, from time to time, consistent with the deposit agreement and applicable laws, including presentation of transfer documents.

The depository may refuse to issue and deliver ADSs or register transfers of ADSs generally when the register of the depository or our transfer books are closed or at any time if the depository or we determine that it is necessary or advisable to do so.

Your Right to Receive the Shares Underlying Your ADSs

You have the right to cancel your ADSs and withdraw the underlying ordinary shares at any time except:

- when temporary delays arise because: (i) the depository has closed its transfer books or we have closed our transfer books; (ii) the transfer of ordinary shares is blocked to permit voting at a shareholders' meeting; or (iii) we are paying a dividend on our ordinary shares;

[Table of Contents](#)

- when you owe money to pay fees, taxes and similar charges;
- when it is necessary to prohibit withdrawals in order to comply with any laws or governmental regulations that apply to ADSs or to the withdrawal of ordinary shares or other deposited securities, or
- other circumstances specifically contemplated by Section I.A.(l) of the General Instructions to Form F-6 (as such General Instructions may be amended from time to time); or
- for any other reason if the depositary or we determine, in good faith, that it is necessary or advisable to prohibit withdrawals.

The depositary shall not knowingly accept for deposit under the deposit agreement any ordinary shares or other deposited securities required to be registered under the provisions of the Securities Act, unless a registration statement is in effect as to such ordinary shares.

This right of withdrawal may not be limited by any other provision of the deposit agreement.

Direct Registration System

In the deposit agreement, all parties to the deposit agreement acknowledge that the DRS and Profile Modification System, or Profile, will apply to uncertificated ADSs upon acceptance thereof to DRS by DTC. DRS is the system administered by DTC pursuant to which the depositary may register the ownership of uncertificated ADSs, which ownership shall be evidenced by periodic statements issued by the depositary to the ADS holders entitled thereto. Profile is a required feature of DRS which allows a DTC participant, claiming to act on behalf of an ADS holder, to direct the depositary to register a transfer of those ADSs to DTC or its nominee and to deliver those ADSs to the DTC account of that DTC participant without receipt by the depositary of prior authorization from the ADS holder to register such transfer.]

SHARES ELIGIBLE FOR FUTURE SALE

Upon completion of this offering, we will have _____ ADSs outstanding, representing approximately % of our outstanding ordinary shares, assuming the underwriters do not exercise their over-allotment option to purchase additional ADSs. All of the ADSs sold in this offering will be freely transferable by persons other than by our "affiliates" without restriction or further registration under the Securities Act. Sales of substantial amounts of the ADSs in the public market could adversely affect prevailing market prices of the ADSs. Prior to this offering, there has been no public market for our ordinary shares or the ADSs. We intend to apply to list the ADSs on the New York Stock Exchange, but we cannot assure you that a regular trading market will develop in the ADSs. We do not expect that a trading market will develop for our ordinary shares not represented by the ADSs.

Lock-up Agreements

[We [have agreed], for a period of 180 days after the date of this prospectus, [not to offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale, lend or otherwise dispose of, except in this offering, any of our ordinary shares or the ADSs or securities that are substantially similar to our ordinary shares or the ADSs, including but not limited to any options or warrants to purchase our ordinary shares, the ADSs or any securities that are convertible into or exchangeable for, or that represent the right to receive, our ordinary shares, the ADSs or any such substantially similar securities (other than pursuant to employee stock option plans existing on, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of, the date such lock-up agreement was executed),] without the prior written consent of the representatives of the underwriters.

Furthermore, [each of our directors, executive officers and existing shareholders] has also entered into a similar lock-up agreement for a period of 180 days from the date of this prospectus, subject to certain exceptions, with respect to our ordinary shares, the ADSs and securities that are substantially similar to our ordinary shares or the ADSs. These parties collectively own [all] of our issued and outstanding ordinary shares, without giving effect to this offering.

Other than this offering, we are not aware of any plans by any significant shareholders to dispose of significant numbers of the ADSs or ordinary shares. However, one or more existing shareholders or owners of securities convertible or exchangeable into or exercisable for the ADSs or ordinary shares may dispose of significant numbers of the ADSs or ordinary shares in the future. We cannot predict what effect, if any, future sales of the ADSs or ordinary shares, or the availability of ADSs or ordinary shares for future sale, will have on the trading price of the ADSs from time to time. Sales of substantial amounts of the ADSs or ordinary shares in the public market, or the perception that these sales could occur, could adversely affect the trading price of the ADSs.]

Rule 144

All of our ordinary shares that will be issued and outstanding upon the completion of this offering, other than those ordinary shares sold in this offering, are "restricted securities" as that term is defined in Rule 144 under the Securities Act and may be sold publicly in the United States only if they are subject to an effective registration statement under the Securities Act or pursuant to an exemption from the registration requirement such as those provided by Rule 144 and Rule 701 promulgated under the Securities Act. In general, beginning 90 days after the date of this prospectus, a person (or persons whose shares are aggregated) who at the time of a sale is not, and has not been during the three months preceding the sale, an affiliate of ours and has beneficially owned our restricted securities for at least six months will be entitled to sell the restricted securities without registration under the Securities Act, subject only to the availability of current public information about us, and will be entitled

[Table of Contents](#)

to sell restricted securities beneficially owned for at least one year without restriction. Persons who are our affiliates and have beneficially owned our restricted securities for at least six months may sell a number of restricted securities within any three-month period that does not exceed the greater of the following:

- 1% of the then issued and outstanding ordinary shares of the same class, including ordinary shares represented by ADSs, which immediately after the completion of this offering will equal ordinary shares, assuming the underwriters do not exercise their over-allotment option; or
- the average weekly trading volume of our ordinary shares of the same class, in the form of ADSs or otherwise, during the four calendar weeks preceding the date on which notice of the sale is filed with the SEC.

Sales by our affiliates under Rule 144 are also subject to certain requirements relating to manner of sale, notice and the availability of current public information about us.

Rule 701

In general, under Rule 701 of the Securities Act as currently in effect, each of our employees, consultants or advisors who purchases our ordinary shares from us in connection with a compensatory stock plan or other written agreement executed prior to the completion of this offering is eligible to resell those ordinary shares in reliance on Rule 144, but without compliance with some of the restrictions, including the holding period, contained in Rule 144.

TAXATION

The following summary of the Cayman Islands, PRC and U.S. federal income tax considerations of an investment in the ADSs or ordinary shares is based upon laws and relevant interpretations thereof in effect as of the date of this registration statement, all of which are subject to change. This summary does not deal with all possible tax considerations relating to an investment in the ADSs or ordinary shares, such as the tax considerations under U.S. state and local tax laws or under the tax laws of jurisdictions other than the Cayman Islands, the People's Republic of China and the United States. To the extent that the discussion relates to matters of Cayman Islands tax law, it represents the opinion of Maples and Calder (Hong Kong) LLP, our Cayman Islands counsel; to the extent it relates to PRC tax law, it is the opinion of Han Kun Law Offices, our PRC counsel.

Cayman Islands Taxation

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, after execution, 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 our company. There are no exchange control regulations or currency restrictions in the Cayman Islands.

Payments of dividends and capital in respect of our ordinary shares and ADSs will not be subject to taxation in the Cayman Islands and no withholding will be required on the payment of a dividend or capital to any holder of our ordinary shares or the ADSs, nor will gains derived from the disposal of our ordinary shares or the ADSs be subject to Cayman Islands income or corporation tax.

People's Republic of China Taxation

Under the PRC Enterprise Income Tax Law and its implementation rules, an enterprise established outside of the PRC with a "de facto management body" within the PRC is considered a resident enterprise and will be subject to the enterprise income tax at the rate of 25% on its global income. The implementation rules define the term "de facto management body" as the body that exercises full and substantial control over and overall management of the business, production, personnel, accounts and properties of an enterprise. In April 2009, the State Administration of Taxation issued a circular, known as SAT Circular 82, which provides certain specific criteria for determining whether the "de facto management body" of a PRC-controlled enterprise that is incorporated offshore is located in China. Although this circular only applies to offshore enterprises controlled by PRC enterprises or PRC enterprise groups, not those controlled by PRC individuals or foreigners, the criteria set forth in the circular may reflect the State Administration of Taxation's general position on how the "de facto management body" test should be applied in determining the tax resident status of all offshore enterprises. According to SAT Circular 82, an offshore incorporated enterprise controlled by a PRC enterprise or a PRC enterprise group will be regarded as a PRC tax resident by virtue of having its "de facto management body" in China only if all of the following conditions are met: (i) the primary location of the day-to-day operational management is in the PRC; (ii) decisions relating to the enterprise's financial and human resource matters are made or are subject to approval by organizations or personnel in the PRC; (iii) the enterprise's primary assets, accounting books and records, company seals, and board and shareholder resolutions are located or maintained in the PRC; and (iv) at least 50% of voting board members or senior executives habitually reside in the PRC. Further to the SAT Circular 82, the SAT issued the SAT Bulletin 45, which became effective since September 2011, to provide more guidance on the implementation of the SAT Circular 82. The SAT

[Table of Contents](#)

Bulletin 45 provides for detailed procedures and administration with respect to determination of residence status and administration of post-determination matters.]

We believe that AiHuiShou International Co. Ltd. is not a PRC resident enterprise for PRC tax purposes. AiHuiShou International Co. Ltd. is not controlled by a PRC enterprise or PRC enterprise group and we do not believe that AiHuiShou International Co. Ltd. meets all of the conditions above. AiHuiShou International Co. Ltd. is a company incorporated outside the PRC. As a holding company, its key assets are its ownership interests in its subsidiaries, and its key assets are located, and its records (including the resolutions of its board of directors and the resolutions of its shareholders) are maintained, outside the PRC. [Therefore, we do not believe that AiHuiShou International Co. Ltd. meets all of these conditions or AiHuiShou International Co. Ltd. is a PRC resident enterprise for PRC tax purposes even if the conditions for “de facto management body” prescribed in the SAT Circular 82 are applicable.] For the same reasons, we believe our other entities outside of China are not PRC resident enterprises either. However, the tax resident status of an enterprise is subject to determination by the PRC tax authorities and uncertainties remain with respect to the interpretation of the term “de facto management body.” There can be no assurance that the PRC government will ultimately take a view that is consistent with us.

If the PRC tax authorities determine that AiHuiShou International Co. Ltd. is 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 shareholders that are non-resident enterprises, including the holders of the ADSs. In addition, non-resident enterprise shareholders (including the ADS holders) may be subject to a 10% PRC tax on gains realized on the sale or other disposition of ADSs or ordinary shares, if such income is treated as sourced from within the PRC. It is unclear whether our non-PRC individual shareholders (including the ADS holders) would be subject to any PRC tax on dividends or gains obtained by such non-PRC individual shareholders in the event we are determined to be a PRC resident enterprise. If any PRC tax were to apply to such dividends or gains, it would generally apply at a rate of 20% unless a reduced rate is available under an applicable tax treaty. It is also unclear whether non-PRC shareholders of AiHuiShou International Co. Ltd. would be able to claim the benefits of any tax treaties between their country of tax residence and the PRC in the event that AiHuiShou International Co. Ltd. is treated as a PRC resident enterprise.

Provided that our Cayman Islands holding company, AiHuiShou International Co. Ltd., is not deemed to be a PRC resident enterprise, holders of the ADSs and ordinary shares who are not PRC residents will not be subject to PRC income tax on dividends distributed by us or gains realized from the sale or other disposition of our shares or ADSs. However, under SAT Public Notice 7 and SAT Public Notice 37, where a non-resident enterprise conducts an “indirect transfer” by transferring taxable assets, including, in particular, equity interests in a PRC resident enterprise, indirectly by disposing of the equity interests of an overseas holding company, the non-resident enterprise, being the transferor, or the transferee, or the PRC entity which directly owns such taxable assets may report to the relevant tax authority such indirect transfer. 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 such indirect transfer may be subject to PRC 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. We and our non-PRC resident investors may be at risk of being required to file a return and being taxed under SAT Public Notice 7 and SAT Public Notice 37, and we may be required to expend valuable resources to comply with SAT Public Notice 7 and SAT Public Notice 37, or to establish that we should not be taxed under these circulars. See “Risk Factors—Risks Related to Doing Business in China—We face uncertainty with respect to indirect transfers of equity interests in PRC resident enterprises by their non-PRC holding companies.”

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 the ADSs or ordinary shares acquired by U.S. Holders (as defined below) pursuant to this offering. This discussion applies only to U.S. Holders that hold the ADSs or ordinary shares as capital assets (generally, property held for investment). This discussion is based on the U.S. Internal Revenue Code of 1986, as amended (the "Code"), U.S. Treasury regulations promulgated thereunder (the "Regulations"), published positions of the Internal Revenue Service (the "IRS"), court decisions and other applicable authorities, all as currently in effect as of the date hereof and all of which are subject to change or differing interpretations (possibly with retroactive effect). There can be no assurance that the IRS or a court will not take a contrary position with respect to any U.S. federal income tax considerations described below.

This discussion does not address all U.S. federal income tax considerations that may be applicable to particular investors in light of their individual investment circumstances, including investors subject to special rules under U.S. federal income tax law, such as:

- banks, insurance companies and other financial institutions;
- entities treated as partnerships for U.S. federal income tax purposes, S corporations or other pass-through entities;
- tax-exempt entities;
- real estate investment trusts;
- regulated investment companies;
- dealers or traders in securities;
- certain former citizens or residents of the United States;
- persons that elect to mark their securities to market;
- persons holding ADSs or ordinary shares as part of a straddle, conversion or other integrated transaction;
- persons that have a functional currency other than the U.S. dollar; and
- persons that actually or constructively own ADSs or ordinary shares representing 10% or more of our stock (by vote or value).

This discussion does not address any U.S. state or local tax considerations, any U.S. federal estate, gift, alternative minimum tax or Medicare contribution tax considerations, or any non-U.S. tax considerations other than the discussion below relating to certain withholding rules and the U.S.-PRC income tax treaty (the "Treaty").

General

For purposes of this discussion, a "U.S. Holder" is a beneficial owner of the ADSs or 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 organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate whose income is subject to U.S. federal income taxation regardless of its source; or

- a trust that (1) is subject to the primary supervision of a court within the United States and the control of one or more U.S. persons or (2) has a valid election in effect under applicable Regulations to be treated as a U.S. person.

If a partnership or other entity treated as a partnership for U.S. federal income tax purposes holds the ADSs or ordinary shares, the tax treatment of a partner will generally depend on the status and the activities of the partnership. Partners in a partnership holding the ADSs or ordinary shares should consult their tax advisors regarding the tax considerations of an investment in the ADSs or 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 ordinary shares for ADSs will generally not be subject to U.S. federal income tax.

Passive Foreign Investment Company Considerations

A non-U.S. corporation, such as our company, will generally be classified as a “passive foreign investment company,” or “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 or (ii) 50% or more of its assets (generally determined on the basis of a quarterly average) during such year produce or are held for the production of passive income. Passive income generally includes dividends, interest, royalties, rents, annuities, net gains from the sale or exchange of property producing such income and net foreign currency gains. 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 generally taken into account when determining the value of its assets. We will be treated as owning our proportionate share of the assets and earning our proportionate share of the income of any other corporation in which we own, directly or indirectly, 25% or more (by value) of the stock. Although the law in this regard is not entirely clear, we treat our VIEs and their subsidiaries as being owned by us for U.S. federal income tax purposes because we control their management decisions and are entitled to substantially all of the economic benefits associated with them. As a result, we consolidate their results of operations in our consolidated U.S. GAAP financial statements. If it were determined, however, that we are not the owner of our VIEs and their subsidiaries for U.S. federal income tax purposes, we may be treated as a PFIC for the current taxable year and any future taxable year. Assuming that we are the owner of our VIEs and their subsidiaries for U.S. federal income tax purposes, and, based upon our current and projected income and assets, including the expected cash proceeds from this offering, and projections as to the value of our assets, taking into account the projected market value of our ADSs following this offering, we do not presently 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 price of our ADSs 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 including cash raised in this offering.

If we are classified as a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares, the PFIC tax rules discussed below under “—Passive Foreign Investment Company

Rules” will generally apply to such U.S. Holder for such taxable year and, unless the U.S. Holder makes a “mark-to-market” election, will apply in future years even if we cease to be a PFIC. The discussion below under “—Dividends” and “—Sale or Other Disposition of ADSs or Ordinary Shares” assumes that we will not be classified as a PFIC for U.S. federal income tax purposes. The U.S. federal income tax rules that will apply if we are classified as a PFIC for the current taxable year or any subsequent taxable year are generally discussed below under “—Passive Foreign Investment Company Rules.”

Dividends

The gross amount of any distribution to a U.S. Holder with respect to the ADSs or ordinary shares will generally be included in such holder’s gross income as ordinary dividend income on the date actually or constructively received by such holder, in the case of ordinary shares, or by the depository, in the case of ADSs, to the extent that the distribution is paid out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles). We do not intend to calculate our earnings and profits under U.S. federal income tax principles. Therefore, U.S. Holders should expect that any distribution from us will generally be reported as a dividend for U.S. federal income tax purposes. The amount of such dividend will include amounts withheld by us or our paying agent in respect of any foreign taxes. Any dividend from us will not be eligible for the dividends-received deduction generally allowed under the Code to qualifying corporations in respect of dividends received from U.S. corporations.

Dividends received by individuals and certain other non-corporate U.S. Holders may constitute “qualified dividend income” that is subject to tax at the lower applicable capital gains rate provided that (1) the ADSs or ordinary shares on which the dividends are paid are readily tradable on an established securities market in the United States or we are eligible for benefits of an approved comprehensive income tax treaty with the United States, (2) we are neither a PFIC nor treated as such with respect to a U.S. Holder for either our taxable year in which the dividend was paid or the preceding taxable year, and (3) certain holding period requirements are met. Our ADSs, but not our ordinary shares, are expected to be listed on the New York Stock Exchange so we anticipate that our ADSs should qualify as readily tradable on an established securities market in the United States, although there can be no assurances in this regard. If we are treated as a “resident enterprise” for PRC tax purposes under the Enterprise Income Tax Law, we may be eligible for the benefits of the Treaty. U.S. Holders should consult their tax advisors regarding the availability of the lower capital gains rate applicable to qualified dividend income for dividends paid with respect to the ADSs or ordinary shares (including rules relating to foreign tax credit limitations).

Dividends from us will generally constitute non-U.S. source income and will be treated as “passive category income” for foreign tax credit limitation purposes. In the event that we are deemed to be a PRC resident enterprise under the Enterprise Income Tax Law, U.S. Holders may be subject to PRC withholding taxes on dividends paid, if any, on our ADSs or ordinary shares. U.S. Holders may be eligible, subject to a number of complex limitations, to claim a foreign tax credit in respect of any nonrefundable foreign withholding tax imposed on dividends received on our ADSs or ordinary shares. If a U.S. Holder does not elect to claim a foreign tax credit for foreign taxes withheld, such holder may instead claim a deduction for U.S. federal income tax purposes in respect of such taxes, 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. U.S. Holders should consult their tax advisors regarding the availability of the foreign tax credit under their particular circumstances.

Sale or Other Disposition of ADSs or Ordinary Shares

A U.S. Holder will generally recognize gain or loss on any sale or other disposition of our ADSs or ordinary shares equal to the difference between the amount realized for such ADSs or ordinary shares

and such holder's tax basis in such ADSs or ordinary shares. Such gain or loss will generally be capital gain or loss. Individuals and certain other non-corporate U.S. Holders who have held such ADSs or ordinary shares for more than one year will generally be eligible for a reduced rate of taxation. The deductibility of capital losses is subject to limitations. Any such gain or loss recognized by a U.S. Holder will generally be treated as U.S.-source gain or loss for foreign tax credit purposes. However, if we are deemed to be a PRC resident enterprise under the PRC Enterprise Income Tax Law and PRC tax is imposed on any gain, and if a U.S. Holder is eligible for the benefits of the Treaty, such holder may elect to treat such gain as PRC-source gain under the Treaty. If a U.S. Holder is not eligible for the benefits of the Treaty or does not elect to treat any gain as PRC-source gain, then such holder would generally not be able to use any foreign tax credit arising from any PRC tax imposed on the disposition of our ADSs or ordinary shares unless such credit can be applied (subject to applicable limitations) against tax due on other income in the same category treated as derived from non-U.S. sources.

Passive Foreign Investment Company Rules

If we are classified as a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares, such holder will be subject to special tax rules with respect to any "excess distribution" that such holder receives and any gain such holder recognizes from a sale or other disposition (including a pledge) of our ADSs or ordinary shares, unless such holder makes a "mark-to-market" election as discussed below. Distributions received by a U.S. Holder in a taxable year that are greater than 125% of the average annual distributions such holder received during the shorter of the three preceding taxable years or such holder's holding period for the ADSs or ordinary shares will be treated as an excess distribution. Under these special tax rules:

- the excess distribution or gain will be allocated ratably over the U.S. Holder's holding period for the ADSs or ordinary shares;
- amounts allocated to the taxable year of the distribution or gain 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 (a "pre-PFIC year") will be taxable as ordinary income; and
- amounts allocated to each prior taxable year, other than the taxable year of the distribution or gain or a pre-PFIC year, will be subject to tax at the highest tax rate in effect applicable to the U.S. Holder for that year, and the resulting tax will be increased by an additional tax equal to the interest charge on the resulting tax deemed deferred with respect to such years.

If we are a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares and any of our non-U.S. subsidiaries or other corporate entities in which we own equity interests are also PFICs, such holder will be treated as owning a proportionate amount (by value) of the shares of each such non-U.S. subsidiary or other corporate entity classified as a PFIC for purposes of the application of these rules.

A U.S. Holder of "marketable stock" (as defined below) in a PFIC may make a mark-to-market election for such stock of a PFIC to elect out of the tax treatment discussed above. If a U.S. Holder makes a valid mark-to-market election for the ADSs, the U.S. Holder will include in income each year that we are a PFIC an amount equal to the excess, if any, of the fair market value of the ADSs held as of the close of such holder's taxable year over such holder's adjusted basis in such ADSs. The U.S. Holder is allowed a deduction for the excess, if any, of such holder's adjusted basis in the ADSs over their fair market value as of the close of the taxable year. However, such deductions are allowable only to the extent of any net mark-to-market gains on the ADSs included in the U.S. Holder's income for prior taxable years. Amounts included in the U.S. Holder's income under a mark-to-market election, as well as gain on the actual sale or other disposition of the ADSs, are treated as ordinary income.

[Table of Contents](#)

Ordinary loss treatment also applies to the deductible portion of any mark-to-market loss on the ADSs, as well as to any loss realized on the actual sale or disposition of the ADSs, to the extent that the amount of such loss does not exceed the net mark-to-market gains previously included for such ADSs. The U.S. Holder's basis in the ADSs will be adjusted to reflect any such income or loss amounts. If a U.S. Holder makes a valid mark-to-market election, and we subsequently cease to be classified as a PFIC, such U.S. Holder will not be required to take into account the mark-to-market income or loss as described above during any period that we are not classified as a PFIC.

The mark-to-market election is available only for "marketable stock," which is stock that is traded in other than de minimis quantities on at least 15 days during each calendar quarter ("regularly traded") on a qualified exchange or other market, as defined in applicable Regulations. We expect that our ADSs, but not our ordinary shares, will be treated as marketable stock upon their listing on the New York Stock Exchange, which is a qualified exchange for these purposes, and, consequently, assuming that the ADSs continue to be listed and are regularly traded, if a U.S. Holder holds our ADSs, it is expected that the mark-to-market election would be available to such holder with respect to the ADSs were we to be or become a PFIC. A mark-to-market election may not, however, be made with respect to ordinary shares as they are not marketable stock. Accordingly, if we are a PFIC during any year in which a U.S. Holder holds our ordinary shares, such holder will generally be subject to the special tax rules discussed above.

In addition, because, as a technical matter, a mark-to-market election cannot be made for any lower-tier PFICs that we may own, a U.S. Holder that makes the mark-to-market election may continue to be subject to the PFIC rules with respect to such holder's indirect interest in any investments held by us that are treated as an equity interest in a PFIC for U.S. federal income tax purposes.

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 the general tax treatment for PFICs described above.

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

THE PRECEDING DISCUSSION OF U.S. FEDERAL INCOME TAX CONSIDERATIONS IS INTENDED FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE TAX ADVICE. U.S. HOLDERS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE U.S. FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSIDERATIONS TO THEM OF THE OWNERSHIP AND DISPOSITION OF THE ADSs AND ORDINARY SHARES IN THEIR PARTICULAR CIRCUMSTANCES.

UNDERWRITING

We[, the selling shareholders] and the underwriters named below have entered into an underwriting agreement with respect to the ADSs being offered. Subject to certain conditions, each underwriter has severally agreed to purchase the number of ADSs indicated in the following table. Goldman Sachs (Asia) L.L.C., BofA Securities, Inc. and China Renaissance Securities (Hong Kong) Limited are the representatives of the underwriters. The address of Goldman Sachs (Asia) L.L.C. is 68th Floor, Cheung Kong Center, 2 Queen's Road Central, Hong Kong. The address of BofA Securities, Inc. is One Bryant Park, New York, NY 10036, United States. The address of China Renaissance Securities (Hong Kong) Limited is Units 8107-08, Level 81, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong.

Underwriters	Number of ADSs
[Goldman Sachs (Asia) L.L.C.	
BofA Securities, Inc.	
China Renaissance Securities (Hong Kong) Limited]	
Total	

The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the ADSs offered by this prospectus are subject to certain conditions. The underwriters are committed to take and pay for all of the ADSs being offered, if any are taken, other than the ADSs covered by the option described below unless and until this option is exercised.

Some of the underwriters are expected to make offers and sales both inside and outside the United States through their respective selling agents. Any offers or sales in the United States will be conducted by broker-dealers registered with the SEC. Goldman Sachs (Asia) L.L.C. will offer ADSs in the United States through its registered broker-dealer affiliate in the United States, Goldman Sachs & Co. LLC. China Renaissance Securities (Hong Kong) Limited will offer ADSs in the United States through its SEC-registered broker-dealer affiliate in the United States, China Renaissance Securities (US) Inc.

Option to Purchase Additional ADSs

The underwriters have an option to buy up to an additional _____ ADSs from us [and an additional ADSs from the selling shareholders] at the initial public offering price less the underwriting discounts and commissions. The underwriters may exercise this option solely to cover sales by the underwriters of a greater number of ADSs than the total number set forth in the table above. They may exercise that option for 30 days. If any ADSs are purchased pursuant to this option, the underwriters will severally purchase ADSs in approximately the same proportion as set forth in the table above.

Commissions and Expenses

The following table shows the per ADS and total underwriting discounts and commissions to be paid to the underwriters by us. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional _____ ADSs.

	Paid by us	
	No Exercise	Full Exercise
Per ADS	US\$	US\$
Total	US\$	US\$

[Table of Contents](#)

	Paid by Selling Shareholders	
	No Exercise	Full Exercise
Per ADS	US\$	US\$
Total	US\$	US\$

The estimated offering expenses payable by us [and the selling shareholders], exclusive of the underwriting discounts and commissions, are approximately US\$ million [and US\$ million, respectively].

Lock-Up Arrangements

[We have agreed that, subject to certain exceptions, without the prior written consent of the representatives, we will not, during the period from the date of this prospectus continuing through the date 180 days after the date of this prospectus, (i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with the SEC a registration statement under the Securities Act relating to, any of our securities that are substantially similar to the ADSs, including but not limited to any options or warrants to purchase ordinary shares or ADSs or any securities that are convertible into or exchangeable for, or that represent the right to receive, ordinary shares or ADSs or any such substantially similar securities; (ii) enter into any swap or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of ordinary shares or ADSs or such other securities, whether any such transaction described in (i) or (ii) above is to be settled by delivery of ordinary shares, ADSs, or such other securities, in cash or otherwise; (iii) file or submit any registration statement with the SEC relating to the offering of any ordinary shares, ADSs or any securities convertible into or exercisable or exchangeable for ordinary shares or ADSs; or (iv) publicly disclose the intention to do any of the foregoing.

The restrictions in the preceding paragraph do not apply to, among other things, employee benefit plans existing on the date of this prospectus. See “Shares Eligible for Future Sale” for a discussion of certain transfer restrictions.]

[Each of our directors, executive officers and existing shareholders have agreed that, subject to certain exceptions, without the prior written consent of the representatives, it will not, and will not cause or direct any of its affiliates to, during the period from the date of this prospectus continuing through the date 180 days after the date of this prospectus, (1) offer, pledge, sell, contract to sell, grant any option to purchase, lend, or otherwise dispose of any ordinary shares or ADSs or any options or warrants to purchase any ordinary shares or ADS, or any securities convertible into, exchangeable for or that represent the right to receive ordinary shares or ADSs, (2) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by it or someone other than it), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any ordinary shares or ADSs or any options, warrants or other securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of ordinary shares or ADSs or other securities, in cash or otherwise, or (3) otherwise publicly announce any intention to engage in or cause any action or activity described in (1) above or transaction or arrangement described in (2) above.

In addition, through a letter agreement, we will instruct , as depositary, not to accept any deposit of any ordinary shares or deliver any ADSs until after 180 days following the date of this prospectus unless we consent to such deposit or issuance. We will not provide such consent without the prior written consent of the representatives.]

[Table of Contents](#)

The representatives, in their sole discretion, on behalf of the underwriters may release the ADSs and other securities subject to the lock-up agreements described above in whole or in part at any time with or without notice.

Pricing of this Offering

ADSs sold by the underwriters to the public will initially be offered at the initial public offering price set forth on the cover of this prospectus. Any ADSs sold by the underwriters to securities dealers may be sold at a discount of up to US\$ _____ per ADS from the initial public offering price. After the initial offering of the ADSs, the representatives may change the offering price and the other selling terms. The offering of the ADSs by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

Prior to this offering, there has been no public market for our ordinary shares or the ADSs. The initial public offering price will be negotiated among us and the representatives. Among the factors to be considered in determining the initial public offering price of the ADSs, in addition to prevailing market conditions, will be our historical performance, estimates of our business potential and earnings prospects, an assessment of our management and the consideration of the above factors in relation to market valuation of companies in related businesses. An active trading market for the ADSs may not develop. It is also possible that after the offering the ADSs will not trade in the public market at or above the initial public offering price.

New York Stock Exchange Listing

An application will be made to list the ADSs on the New York Stock Exchange under the symbol "_____."

Stabilization, Short Positions and Penalty Bids

In connection with this offering, the underwriters may purchase and sell ADSs in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of ADSs than they are required to purchase in this offering, and a short position represents the amount of such sales that have not been covered by subsequent purchases. A "covered short position" is a short position that is not greater than the amount of additional ADSs for which the underwriters' option described above may be exercised. The underwriters may cover any covered short position by either exercising their option to purchase additional ADSs or purchasing ADSs in the open market. In determining the source of ADSs to cover the covered short position, the underwriters will consider, among other things, the price of ADSs available for purchase in the open market as compared to the price at which they may purchase additional ADSs pursuant to the option described above. "Naked" short sales are any short sales that creates a short position greater than the amount of additional ADSs for which the option described above may be exercised.

The underwriters must cover any such naked short position by purchasing ADSs in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the ADSs in the open market after pricing that could adversely affect investors who purchase in this offering. Stabilizing transactions consist of various bids for or purchases of ADSs made by the underwriters in the open market prior to the completion of this offering.

[Table of Contents](#)

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased ADSs sold by or for the account of such underwriter in stabilizing or short covering transactions.

Purchases to cover a short position and stabilizing transactions, as well as other purchases by the underwriters for their own accounts, may have the effect of preventing or retarding a decline in the market price of the ADSs, and together with the imposition of the penalty bid, may stabilize, maintain or otherwise affect the market price of the ADSs. As a result, the price of the ADSs may be higher than the price that otherwise might exist in the open market. The underwriters are not required to engage in these activities, and may end any of these activities at any time. These transactions may be effected on the New York Stock Exchange, the over-the-counter market or otherwise.

Electronic Distribution

A prospectus in electronic format will be made available on the websites maintained by one or more of the underwriters or one or more securities dealers. One or more of the underwriters may distribute prospectuses electronically. The underwriters may agree to allocate a number of ADSs for sale to their online brokerage account holders. ADSs to be sold pursuant to an internet distribution will be allocated on the same basis as other allocations. In addition, ADSs may be sold by the underwriters to securities dealers who resell ADSs to online brokerage account holders.

Indemnification

We [and the selling shareholders] have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act.

Relationships

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing, investment research, market making, brokerage and other financial and non-financial activities and services. Certain of the underwriters and their respective affiliates may have, from time to time, performed, and may in the future perform, various financial advisory, commercial and investment banking services and other services for us and to persons and entities with relationships with us [and the selling shareholders], for which they received or will receive customary fees and commissions.

In addition, in the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of us and/or persons and entities with relationships with us. The underwriters and their respective affiliates may also make or communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

[Directed Share Program

At our request, the underwriters have reserved for sale, at the initial public offering price, up to _____ % of the ADSs offered by this prospectus for sale to certain of our directors, officers, employees, business associates and other persons associated with us. Pursuant to the underwriting agreement, the sales will be made by _____ through the Directed Share Program. If these persons purchase reserved ADSs, it will reduce the number of ADSs available for sale to the general public. Any reserved ADSs that are not so purchased will be offered by the underwriters to the general public on the same terms as the other ADSs offered by this prospectus. Any ADSs sold in the Directed Share Program to a party who has entered into a lock-up agreement shall be subject to the provisions of such lock-up agreement.]

Selling Restrictions

No action has been taken in any jurisdiction (except in the United States) that would permit a public offering of the ADSs, or the possession, circulation or distribution of this prospectus or any other material relating to us or the ADSs in any jurisdiction where action for that purpose is required.

Accordingly, the ADSs may not be offered or sold, directly or indirectly, and neither this prospectus nor any other material or advertisements in connection with the ADSs may be distributed or published, in or from any country or jurisdiction except in compliance with any applicable laws, rules and regulations of any such country or jurisdiction.

Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission, or ASIC, in relation to the offering. This prospectus does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001, or the Corporations Act, and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the ADSs may only be made to persons, or the Exempt Investors, who are “sophisticated investors” (within the meaning of section 708(8) of the Corporations Act), “professional investor” (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the ADSs without disclosure to investors under Chapter 6D of the Corporations Act.

The ADSs applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring ADSs must observe such Australian on-sale restrictions.

This prospectus contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

Canada

The securities may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the securities must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts, or NI 33-105, the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Cayman Islands

This prospectus is not intended to constitute a public offer of the ADSs or ordinary shares, whether by way of sale or subscription, in the Cayman Islands. No offer or invitation may be made to the public in the Cayman Islands to subscribe for or purchase the ordinary shares or any ADS. The ADSs and ordinary shares have not been offered or sold, and will not be offered or sold, directly or indirectly, in the Cayman Islands.

Dubai International Finance Center

This document relates to an Exempt Offer, as defined in the Offered Securities Rules module of the DFSA Rulebook, or the OSR, in accordance with the Offered Securities Rules of the Dubai Financial Services Authority. This document is intended for distribution only to persons, as defined in the OSR, of a type specified in those rules. It must not be delivered to, or relied on by, any other person. The Dubai Financial Services Authority has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The Dubai Financial Services Authority has not approved this document nor taken steps to verify the information set out in it, and has no responsibility for it. The ADSs to which this document relates may be illiquid and/or subject to restrictions on their resale.

Prospective purchasers of the ADSs offered should conduct their own due diligence on the ADSs. If you do not understand the contents of this document you should consult an authorized financial adviser.

European Economic Area

In relation to each Member State of the European Economic Area (each a "Relevant State"), no ADSs have been offered or will be offered pursuant to this offering to the public in that Relevant State prior to the publication of a prospectus in relation to the ADSs which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, all in accordance with the Prospectus Regulation, except that offers of ADSs may be made to the public in that Relevant State at any time under the following exemptions under the Prospectus Regulation:

- to any legal entity which is a qualified investor as defined under the Prospectus Regulation;

Table of Contents

- to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the underwriters for any such offer; or
- in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of ADSs shall require the Issuer or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an “offer to the public” in relation to any ADSs in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and any ADSs to be offered so as to enable an investor to decide to purchase or subscribe for any ADSs, and the expression “Prospectus Regulation” means Regulation (EU) 2017/1129.

United Kingdom

In relation to the United Kingdom, no ADSs have been offered or will be offered pursuant to this offering to the public in the United Kingdom prior to the publication of a prospectus in relation to the ADSs which has been approved by the Financial Conduct Authority in accordance with the UK Prospectus Regulation, except that it may make an offer to the public in the United Kingdom of any ADSs at any time under the following exemptions under the UK Prospectus Regulation:

- to any legal entity which is a qualified investor as defined under the UK Prospectus Regulation;
- to fewer than 150 natural or legal persons (other than qualified investors as defined under the UK Prospectus Regulation), subject to obtaining the prior consent of underwriters for any such offer; or
- in any other circumstances falling within Article 1(4) of the UK Prospectus Regulation,

provided that no such offer of the ADSs shall require the Issuer or any Manager to publish a prospectus pursuant to Article 3 of the UK Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

In the United Kingdom, the this offering is only addressed to, and is directed only at, “qualified investors” within the meaning of Article 2(e) of the UK Prospectus Regulation, who are also (i) persons having professional experience in matters relating to investments who fall within the definition of “investment professionals” in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “Order”); (ii) high net worth bodies corporate, unincorporated associations and partnerships and trustees of high value trusts as described in Article 49(2) of the Order; or (iii) persons to whom it may otherwise lawfully be communicated (all such persons being referred to as “relevant persons”). This document must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this document relates is available only to relevant persons and will be engaged in only with relevant persons.

For the purposes of this provision, the expression an “offer to the public” in relation to the ADSs in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the this offering and any ADSs to be offered so as to enable an investor to decide to purchase or subscribe for any ADSs, and the expression “UK Prospectus Regulation” means the UK version of Regulation (EU) No 2017/1129 as amended by The Prospectus (Amendment etc.) (EU Exit) Regulations 2019, which is part of UK law by virtue of the European Union (Withdrawal) Act 2018.

Hong Kong

The ADSs may not be offered or sold by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32, Laws of Hong Kong), or (ii) to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a “prospectus” within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32, Laws of Hong Kong), and no advertisement, invitation or document relating to the ADSs may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to ADSs which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Indonesia

This prospectus does not, and is not intended to, constitute a public offering in Indonesia under Law Number 8 of 1995 regarding Capital Market. This prospectus may not be distributed in the Republic of Indonesia and the ADSs may not be offered or sold in the Republic of Indonesia or to Indonesian citizens wherever they are domiciled, or to Indonesia residents, in a manner which constitutes a public offering under the laws of the Republic of Indonesia.

Israel

In the State of Israel, the ADSs offered hereby may not be offered to any person or entity other than the following:

- a fund for joint investments in trust (i.e., mutual fund), as such term is defined in the Law for Joint Investments in Trust, 5754-1994, or a management company of such a fund;
- a provident fund as defined in Section 47(a)(2) of the Income Tax Ordinance of the State of Israel, or a management company of such a fund;
- an insurer, as defined in the Law for Oversight of Insurance Transactions, 5741-1981, a banking entity or satellite entity, as such terms are defined in the Banking Law (Licensing), 5741-1981, other than a joint services company, acting for their own account or for the account of investors of the type listed in Section 15A(b) of the Securities Law 1968;
- a company that is licensed as a portfolio manager, as such term is defined in Section 8(b) of the Law for the Regulation of Investment Advisors and Portfolio Managers, 5755-1995, acting on its own account or for the account of investors of the type listed in Section 15A(b) of the Securities Law 1968;
- a company that is licensed as an investment advisor, as such term is defined in Section 7(c) of the Law for the Regulation of Investment Advisors and Portfolio Managers, 5755-1995, acting on its own account;
- a company that is a member of the Tel Aviv Stock Exchange, acting on its own account or for the account of investors of the type listed in Section 15A(b) of the Securities Law 1968;
- an underwriter fulfilling the conditions of Section 56(c) of the Securities Law, 5728-1968;
- a venture capital fund (defined as an entity primarily involved in investments in companies which, at the time of investment, (i) are primarily engaged in research and development or manufacture of new technological products or processes and (ii) involve above-average risk);

Table of Contents

- an entity primarily engaged in capital markets activities in which all of the equity owners meet one or more of the above criteria; and
- an entity, other than an entity formed for the purpose of purchasing the ADSs in this offering, in which the shareholders equity (including pursuant to foreign accounting rules, international accounting regulations and U.S. generally accepted accounting rules, as defined in the Securities Law Regulations (Preparation of Annual Financial Statements), 1993) is in excess of NIS 250 million.

Any offeree of the ADSs offered hereby in the State of Israel shall be required to submit written confirmation that it falls within the scope of one of the above criteria. This prospectus will not be distributed or directed to investors in the State of Israel who do not fall within one of the above criteria.

Japan

No registration pursuant to Article 4, paragraph 1 of the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended), or the FIEL, has been made or will be made with respect to the solicitation of the application for the acquisition of the ADSs.

Accordingly, the ADSs have not been, directly or indirectly, offered or sold and will not be, directly or indirectly, offered or sold in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements, and otherwise in compliance with, the FIEL and the other applicable laws and regulations of Japan.

Korea

The ADSs may not be offered, sold and delivered directly or indirectly, or offered or sold to any person for reoffering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to the applicable laws and regulations of Korea, including the Korea Securities and Exchange Act and the Foreign Exchange Transaction Law and the decrees and regulations thereunder. The ADSs have not been registered with the Financial Services Commission of Korea for public offering in Korea. Furthermore, the ADSs may not be resold to Korean residents unless the purchaser of the ADSs complies with all applicable regulatory requirements (including but not limited to government approval requirements under the Foreign Exchange Transaction Law and its subordinate decrees and regulations) in connection with the purchase of the ADSs.

Kuwait

Unless all necessary approvals from the Kuwait Ministry of Commerce and Industry required by Law No. 31/1990 "Regulating the Negotiation of Securities and Establishment of Investment Funds", its Executive Regulations and the various Ministerial Orders issued pursuant thereto or in connection therewith, have been given in relation to the marketing and sale of the ADSs, these may not be marketed, offered for sale, nor sold in the State of Kuwait. Neither this prospectus (including any related document), nor any of the information contained therein is intended to lead to the conclusion of any contract of whatsoever nature within Kuwait.

Malaysia

The offering of the ADSs has not been and will not be approved by the Securities Commission Malaysia, or SC, and this document has not been and will not be registered as a prospectus with the

[Table of Contents](#)

SC under the Malaysian Capital Markets and Services Act 2007, or CMSA. Accordingly, no ADSs or invitation to purchase is being made to any person in Malaysia under this document except to persons falling within any of paragraphs 2(g)(i) to (xi) of Schedule 5 of the CMSA and distributed only by a holder of a Capital Markets Services License who carries on the business of dealing in securities.

People's Republic of China

This prospectus may not be circulated or distributed in the PRC and the ADSs may not be offered or sold, and will not offer or sell to any person for re-offering or resale directly or indirectly to any resident of the PRC except pursuant to applicable laws and regulations of the PRC. For the purposes of this paragraph, the PRC does not include Taiwan and the special administrative regions of Hong Kong and Macau.

Qatar

In the State of Qatar, the offer contained herein is made on an exclusive basis to the specifically intended recipient thereof, upon that person's request and initiative, for personal use only and shall in no way be construed as a general offer for the sale of securities to the public or an attempt to do business as a bank, an investment company or otherwise in the State of Qatar. This prospectus and the underlying securities have not been approved or licensed by the Qatar Central Bank or the Qatar Financial Center Regulatory Authority or any other regulator in the State of Qatar. The information contained in this prospectus shall only be shared with any third parties in Qatar on a need to know basis for the purpose of evaluating the contained offer. Any distribution of this prospectus by the recipient to third parties in Qatar beyond the terms hereof is not permitted and shall be at the liability of such recipient.

Saudi Arabia

This prospectus may not be distributed in the Kingdom except to such persons as are permitted under the Offers of Securities Regulations issued by the Capital Market Authority. The Capital Market Authority does not make any representation as to the accuracy or completeness of this prospectus, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this prospectus. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this prospectus you should consult an authorized financial adviser.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the ADSs may not be circulated or distributed, nor may the ADSs be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore, or the SFA, (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the ADSs are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

Table of Contents

- a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the ADSs pursuant to an offer made under Section 275 of the SFA, except:
 - to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
 - where no consideration is or will be given for the transfer;
 - where the transfer is by operation of law;
 - as specified in Section 276(7) of the SFA; or
 - as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

Switzerland

The ADSs may not be offered or sold to any investors in Switzerland other than on a non-public basis. This prospectus does not constitute a prospectus within the meaning of Article 652a and Art. 1156 of the Swiss Code of Obligations (Schweizerisches Obligationenrecht). Neither this offering nor the ADSs have been or will be approved by any Swiss regulatory authority.

Taiwan

The ADSs have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of Taiwan pursuant to relevant securities laws and regulations and may not be offered or sold in Taiwan through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Act of Taiwan or relevant laws and regulations that require a registration, filing or approval of the Financial Supervisory Commission of Taiwan. No person or entity in Taiwan has been authorized to offer or sell the ADSs in Taiwan through a public offering or in such an offering that require registration, filing or approval of the Financial Supervisory Commission of Taiwan except pursuant to the applicable laws and regulations of Taiwan and the competent authority's ruling thereunder.

Thailand

This prospectus does not, and is not intended to, constitute a public offering in Thailand. The ADSs may not be offered or sold to persons in Thailand, unless such offering is made under the exemptions from approval and filing requirements under applicable laws, or under circumstances which do not constitute an offer for sale of the shares to the public for the purposes of the Securities and Exchange Act of 1992 of Thailand, nor require approval from the Office of the Securities and Exchange Commission of Thailand.

United Arab Emirates

The ADSs have not been offered or sold, and will not be offered or sold, directly or indirectly, in the United Arab Emirates, except: (1) in compliance with all applicable laws and regulations of the United Arab Emirates; and (2) through persons or corporate entities authorized and licensed to provide investment advice and/or engage in brokerage activity and/or trade in respect of foreign securities in

[Table of Contents](#)

the United Arab Emirates. The information contained in this prospectus does not constitute a public offer of securities in the United Arab Emirates in accordance with the Commercial Companies Law (Federal Law No. 8 of 1984 (as amended)) or otherwise and is not intended to be a public offer and is addressed only to persons who are sophisticated investors.

Vietnam

This offering of ADSs has not been and will not be registered with the State Securities Commission of Vietnam under the Law on Securities of Vietnam and its guiding decrees and circulars. The ADSs will not be offered or sold in Vietnam through a public offering and will not be offered or sold to Vietnamese persons other than those who are licensed to invest in offshore securities under the Law on Investment of Vietnam.

EXPENSES RELATED TO THIS OFFERING

Set forth below is an itemization of the total expenses, excluding underwriting discounts and commissions, that we expect to incur in connection with this offering. With the exception of the SEC registration fee, the Financial Industry Regulatory Authority (FINRA) filing fee, and the stock exchange market entry and listing fee, all amounts are estimates.

SEC Registration Fee	US\$
FINRA Fee	
Stock Exchange Market Entry and Listing Fee	
Printing and Engraving Expenses	
Legal Fees and Expenses	
Accounting Fees and Expenses	
Miscellaneous	
Total	<u>US\$</u>

LEGAL MATTERS

We are being represented by Skadden, Arps, Slate, Meagher & Flom LLP with respect to certain legal matters as to United States federal securities and New York State law. The underwriters are being represented by Latham & Watkins LLP with respect to certain legal matters as to United States federal securities and New York State law. The validity of the ordinary shares represented by the ADSs offered in this offering will be passed upon for us by Maples and Calder (Hong Kong) LLP. Certain legal matters as to PRC law will be passed upon for us by Han Kun Law Offices and for the underwriters by JunHe LLP. Skadden, Arps, Slate, Meagher & Flom LLP may rely upon Maples and Calder (Hong Kong) LLP with respect to matters governed by Cayman Islands law and Han Kun Law Offices with respect to matters governed by PRC law. Latham & Watkins LLP may rely upon JunHe LLP with respect to matters governed by PRC law.

EXPERTS

The consolidated financial statements included in this prospectus have been audited by Deloitte Touche Tohmatsu Certified Public Accountants LLP, an independent registered public accounting firm, as stated in their report appearing herein. Such consolidated financial statements have been so included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The offices of Deloitte Touche Tohmatsu Certified Public Accountants LLP are located at 30th Floor, Bund Center, 222 Yan An Road East, Shanghai, People's Republic of China.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed a registration statement, including relevant exhibits, with the SEC on Form F-1 under the Securities Act with respect to the underlying ordinary shares represented by the ADSs to be sold in this offering. We have also filed a related registration statement on Form F-6 with the SEC to register the ADSs. This prospectus, which constitutes a part of the registration statement on Form F-1, does not contain all of the information contained in the registration statement. You should read our registration statements and their exhibits and schedules for further information with respect to us and the ADSs.

Immediately upon the effectiveness of the registration statement on Form F-1 of which this prospectus forms a part, we will become subject to periodic reporting and other informational requirements of the Exchange Act as applicable to foreign private issuers. Accordingly, we will be required to file reports, including annual reports on Form 20-F, and other information with the SEC. All information filed with the SEC can be obtained over the internet at the SEC's website at www.sec.gov.

[Table of Contents](#)

**AIHUISHOU INTERNATIONAL CO. LTD.
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**

	<u>Page</u>
Report of Independent Registered Public Accounting Firm	F-2
Consolidated Balance Sheets as of December 31, 2018, 2019 and 2020	F-3
Consolidated Statements of Operations and Comprehensive Loss for the Years Ended December 31, 2018, 2019 and 2020	F-5
Consolidated Statements of Changes in Shareholders' Deficit for the Years Ended December 31, 2018, 2019 and 2020	F-6
Consolidated Statements of Cash Flows for the Years Ended December 31, 2018, 2019 and 2020	F-7
Notes to the Consolidated Financial Statements	F-9
Schedule I—Additional Information of the Parent Company	F-48

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of AiHuiShou International Co. Ltd.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of AiHuiShou International Co. Ltd. (the "Company") and its subsidiaries and variable interest entities (the "Group") as of December 31, 2018, 2019 and 2020, the related consolidated statements of operations and comprehensive loss, changes in shareholders' deficit, and cash flows, for each of the three years in the period ended December 31, 2020, and the related notes and the financial statement schedule (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Group as of December 31, 2018, 2019 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2020, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Group's management. Our responsibility is to express an opinion on the Group'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 Group 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 Group 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 Group'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/ Deloitte Touche Tohmatsu Certified Public Accountants LLP

Shanghai, the People's Republic of China
March 17, 2021

We have served as the Group's auditor since 2021.

AIHUISHOU INTERNATIONAL CO. LTD.
CONSOLIDATED BALANCE SHEETS
AS OF DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

	Note	As of December 31,		
		2018 RMB	2019 RMB	2020 RMB
ASSETS				
Current assets:				
Cash and cash equivalents		665,560	410,783	918,076
Short-term investments (including the fair value measured structured products of nil, nil, and RMB71,775 as of December 31, 2018, 2019 and 2020)		—	125,573	97,866
Amount due from related parties	17	107,788	265,227	289,156
Inventories, net		75,223	65,557	176,994
Funds receivable from third party payment service providers		110,617	78,419	124,262
Prepayments and other receivables, net	4	100,342	149,349	268,284
Total current assets		1,059,530	1,094,908	1,874,638
Non-current assets:				
Investment in equity investees	7	71,216	89,301	96,362
Property and equipment, net	5	67,538	99,218	69,562
Intangible assets, net	6	18,991	1,682,963	1,367,841
Goodwill	8	—	1,803,415	1,803,415
Other non-current assets		13,200	15,642	14,520
Total non-current assets		170,945	3,690,539	3,351,700
TOTAL ASSETS		1,230,475	4,785,447	5,226,338
LIABILITIES, MEZZANINE EQUITY AND SHAREHOLDERS' DEFICIT				
Current liabilities: (including amounts of the consolidated VIE without recourse to AiHuiShou International Co. Ltd.) (See Note 2.2)				
Short-term borrowings	9	139,983	167,983	369,657
Accounts payable		42,696	35,740	27,201
Accrued expenses and other current liabilities	10	143,257	167,649	396,612
Accrued payroll and welfare		56,941	115,857	115,400
Convertible bonds	12	160,000	160,000	160,000
Amount due to related parties	17	47,825	107,864	114,669
Total current liabilities		590,702	755,093	1,183,539
Non-current liabilities:				
Long-term borrowings		—	—	32,624
Deferred tax liabilities		3,466	389,280	341,960
Total non-current liabilities		3,466	389,280	374,584
TOTAL LIABILITIES		594,168	1,144,373	1,558,123

AIHUI SHOU INTERNATIONAL CO. LTD.
CONSOLIDATED BALANCE SHEETS—(Continued)
AS OF DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

	Note	As of December 31,		
		2018 RMB	2019 RMB	2020 RMB
Commitments and contingencies	18			
MEZZANINE EQUITY	13			
Series A convertible redeemable preferred shares (US\$0.001 par value, 9,497,040 shares authorized, issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)		238,504	361,963	445,275
Series B convertible redeemable preferred shares (US\$0.001 par value, 7,586,836 shares authorized, issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)		201,588	295,666	361,633
Series C convertible redeemable preferred shares (US\$0.001 par value, 33,320,256, 33,320,256, and 44,226,287 shares authorized, 33,320,256, 33,320,256 and 33,320,256 issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)		1,041,923	1,393,992	1,705,435
Series D convertible redeemable preferred shares (US\$0.001 par value, 10,068,160 shares authorized, issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)		1,010,041	1,005,852	1,153,593
Series E convertible redeemable preferred shares (US\$0.001 par value, 30,021,942 and 36,122,625 shares authorized, 30,021,942 and 34,225,014 issued and outstanding as of December 31, 2019 and 2020, respectively)		—	4,022,605	5,213,958
TOTAL MEZZANINE EQUITY		2,492,056	7,080,078	8,879,894
SHAREHOLDERS' DEFICIT				
Ordinary shares (US\$0.001 par value, 89,527,708, 209,505,766 and 192,499,052 shares authorized, 18,782,620 shares issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)		11	11	11
Accumulated deficit		(1,855,770)	(3,438,657)	(5,213,773)
Accumulated other comprehensive income (loss)		10	(358)	2,083
TOTAL SHAREHOLDERS' DEFICIT		(1,855,749)	(3,439,004)	(5,211,679)
TOTAL LIABILITIES, MEZZANINE EQUITY AND SHAREHOLDERS' DEFICIT		1,230,475	4,785,447	5,226,338

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

AIHUI SHOU INTERNATIONAL CO. LTD.
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

	Note	Years ended December 31,		
		2018 RMB	2019 RMB	2020 RMB
Net revenues				
Net product revenues		3,249,923	3,730,206	4,244,023
Net service revenues		11,597	201,652	614,176
Operating expenses				
Merchandise costs		(2,801,433)	(3,176,401)	(3,610,434)
Fulfillment expenses		(353,969)	(658,149)	(666,317)
Selling and marketing expenses		(237,562)	(566,792)	(740,542)
General and administrative expenses		(80,959)	(140,874)	(177,542)
Technology and content expenses		(65,759)	(142,858)	(151,536)
Total operating expenses		(3,539,682)	(4,685,074)	(5,346,371)
Other operating income		21,701	21,410	29,395
Loss from operations		(256,461)	(731,806)	(458,777)
Interest expense		(6,536)	(12,397)	(21,090)
Interest income		8,273	7,813	9,321
Fair value change in warrant liabilities		23,781	—	—
Other income (loss), net		21,579	3,581	(39,866)
Loss before income taxes		(209,364)	(732,809)	(510,412)
Income tax benefits		1,922	30,120	47,320
Share of loss in equity method investments		(499)	(2,199)	(7,526)
Net loss		(207,941)	(704,888)	(470,618)
Accretion of convertible redeemable preferred shares		(878,319)	(877,999)	(1,304,498)
Net loss attributable to ordinary shareholders of the Company		(1,086,260)	(1,582,887)	(1,775,116)
Net loss per share attributable to ordinary shareholders:				
Basic	15	(55.98)	(84.27)	(94.51)
Diluted		(55.98)	(84.27)	(94.51)
Weighted average number of shares used in calculating net loss per ordinary share				
Basic		19,405,981	18,782,620	18,782,620
Diluted		19,405,981	18,782,620	18,782,620
Net loss		(207,941)	(704,888)	(470,618)
Foreign currency translation adjustments		10	(368)	2,441
Total comprehensive loss		(207,931)	(705,256)	(468,177)
Accretion of convertible redeemable preferred shares		(878,319)	(877,999)	(1,304,498)
Total comprehensive loss attributable to ordinary shareholders		(1,086,250)	(1,583,255)	(1,772,675)

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

AIHUI SHOU INTERNATIONAL CO. LTD.
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' DEFICIT
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

	Ordinary shares (par value US\$0.001)		Accumulated Deficit	Accumulated other comprehensive income (loss)	Total shareholders' deficit
	Number of shares	RMB	RMB	RMB	RMB
Balance as of January 1, 2018	20,710,813	11	(747,433)	—	(747,422)
Repurchase of Ordinary shares	(1,928,193)	—	(22,077)	—	(22,077)
Net loss	—	—	(207,941)	—	(207,941)
Accretion on convertible redeemable preferred shares	—	—	(878,319)	—	(878,319)
Foreign currency translation adjustments	—	—	—	10	10
Balance as of December 31, 2018	18,782,620	11	(1,855,770)	10	(1,855,749)
Net loss	—	—	(704,888)	—	(704,888)
Accretion on convertible redeemable preferred shares	—	—	(877,999)	—	(877,999)
Foreign currency translation adjustments	—	—	—	(368)	(368)
Balance as of December 31, 2019	18,782,620	11	(3,438,657)	(358)	(3,439,004)
Net loss	—	—	(470,618)	—	(470,618)
Accretion on convertible redeemable preferred shares	—	—	(1,304,498)	—	(1,304,498)
Foreign currency translation adjustments	—	—	—	2,441	2,441
Balance as of December 31, 2020	18,782,620	11	(5,213,773)	2,083	(5,211,679)

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

AIHUI SHOU INTERNATIONAL CO. LTD.
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

	Years ended December 31,		
	2018 RMB	2019 RMB	2020 RMB
Cash flows from operating activities:			
Net loss	(207,941)	(704,888)	(470,618)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation and amortization	38,121	234,672	360,781
Loss on the disposal of property and equipment	—	201	2,654
Provision for allowance for doubtful accounts	669	7,559	12,700
Share of loss in equity method investments	499	2,199	7,526
Impairment loss of investments measured at measurement alternatives	5,450	4,714	3,500
Impairment loss of property and equipment	—	—	6,449
Fair value change in warrant liabilities	(23,781)	—	—
Loss on the disposal of business	—	9,259	—
Foreign exchange (gains) losses	(29,285)	(9,765)	34,740
Changes in operating assets and liabilities:			
Inventories, net	(27,116)	9,924	(111,437)
Prepayments and other receivables	(65,813)	(56,078)	(123,535)
Amount due from related parties	(15,320)	(84,356)	(69,963)
Funds receivable from third party payment service provider	(46,338)	32,198	(45,842)
Other non-current assets	(13,200)	(2,440)	1,119
Account payables	16,995	(6,974)	(8,538)
Accrued expenses and other current liabilities	(40,285)	64,119	63,345
Accrued payroll and welfare	40,596	58,916	(457)
Amount due to related parties	10,649	60,066	(27,972)
Deferred tax liabilities	(1,922)	(30,120)	(47,320)
Net cash used in operating activities	(358,022)	(410,794)	(412,868)
Cash flows from investing activities:			
Purchase of property and equipment	(64,285)	(103,314)	(37,839)
Proceeds from disposal of property and equipment	1,658	8,584	12,733
Purchases of short-term investments	—	(120,895)	(99,776)
Proceeds from short-term investments	19,018	—	125,573
Payment for business acquisition, net of cash acquired	(5,877)	(5,811)	—
Payment for investments in equity investees	(46,384)	(22,292)	(20,000)
Repayment for loan to related parties	26,069	103,379	178,666
Loan to related parties	(39,466)	(164,000)	(140,732)
Cash used in investing activities	(109,267)	(304,349)	18,625
Cash flows from financing activities:			
Proceeds from short-term borrowings	239,983	376,383	764,143
Repayment for short-term borrowings	(172,413)	(348,383)	(595,094)
Loan from related party	250	—	—
Repayment of related party loan	—	(27)	(223)
Proceeds from long-term borrowings	—	—	65,200

AIHUI SHOU INTERNATIONAL CO. LTD.
CONSOLIDATED STATEMENTS OF CASH FLOWS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

	Years ended December 31,		
	2018	2019	2020
	RMB	RMB	RMB
Repayment for convertibles bonds	—	(40,000)	—
Repayment of convertible bonds to a related party	(98,688)	—	—
Prepaid subscription for convertible redeemable preferred shares	—	—	150,000
Prepaid subscription for convertible redeemable preferred shares from a related party	—	—	35,000
Proceeds from issuance of convertible redeemable preferred shares	979,539	469,636	512,715
Payment for convertible redeemable preferred shares issuance costs	(22,572)	(1,858)	(1,779)
Repurchase of ordinary shares	(22,077)	—	—
Cash provided by financing activities	904,022	455,751	929,962
Effect of foreign exchange rate changes on cash and cash equivalents	33,179	4,515	(28,426)
Net increase (decrease) in cash, cash equivalents and restricted cash	469,912	(254,877)	507,293
Cash, cash equivalent and restricted cash at the beginning of the year	196,048	665,960	411,083
Cash, cash equivalent and restricted cash at the end of the year	665,960	411,083	918,376
Reconciliation in amounts on the consolidated balance sheets:			
Cash and cash equivalents	665,560	410,783	918,076
Restricted cash, included in the prepayments and other receivables, net	400	300	300
Total cash, cash equivalents, and restricted cash	665,960	411,083	918,376
Supplemental cash flow disclosures of continuing operations:			
Interest expenses paid	6,536	12,397	21,090
Supplemental disclosure of non-cash investing and financing activities:			
Accretion of convertible redeemable preferred shares	878,319	877,999	1,304,498
Exercise of warrant for issuance of convertible redeemable preferred shares	19,654	—	—
Issuance of convertible redeemable preferred shares in connection with Paipai acquisition from JD Group (Note 3)	—	3,242,245	—
Payable for preferred shares issuance costs	—	—	(15,618)
Receivable from disposal of property and equipment	—	15,562	—

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

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

1. Organization and principal activities

Description of Business

AiHuiShou International Co. Ltd. (the “Company”) was incorporated under the laws of the Cayman Islands on November 22, 2011. The Company through its wholly-owned subsidiaries, variable interest entity (“VIE”) and VIE’s subsidiaries (collectively, the “Group”) primarily sell pre-owned consumer electronics through its online platforms and offline stores, and provide services to third-party merchants to sell the products through its platforms. The Group’s principal operations and geographic markets are in the People’s Republic of China (“PRC”).

As of December 31, 2020, the Company’s major subsidiaries, VIE and VIE’s subsidiaries are as follows:

		Date of incorporation/ establishment	Place of incorporation/ establishment	Percentage of direct/indirect ownership
Subsidiaries	AiHuiShou International Company Limited	January 13, 2012	Hong Kong	100%
	Shanghai Aihui Trading Co., Ltd (“Shanghai Aihui”)	August 16, 2012	Mainland China	100%
	AHS Device Hong Kong Limited	March 8, 2017	Hong Kong	100%
VIE and VIE’s subsidiaries	Shanghai Yueyee Network Information Technology Co., Ltd (“Shanghai Yueyee”)	May 21, 2010	Mainland China	VIE
	Shanghai Yueyi Network Information Technology Co., Ltd (“Shanghai Yueyi”)	September 6, 2015	Mainland China	100%
	Changzhou Yueyi Network Information Technology Co., Ltd (“Changzhou Yueyi”)	June 23, 2017	Mainland China	100%

2. Summary of significant accounting policies

2.1 Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) for the years presented.

2.2 Basis of Consolidation

The consolidated financial statements include the financial statements of the Company, its subsidiaries, VIE and VIE’s subsidiaries in which the Company is the primary beneficiary. U.S. GAAP provides guidance on the identification of VIE and financial reporting for entities over which control is achieved through means other than voting interests. The Group evaluates each of its interests in an entity to determine whether or not the investee is a VIE and, if so, whether the Group is the primary beneficiary of such VIE. In determining whether the Group is the primary beneficiary, the Group considers if the Group (1) has power to direct the activities that most significantly affect the economic performance of the VIE, and (2) receives the economic benefits of the VIE that could be significant to

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.2 Basis of Consolidation—(Continued)

the VIE. If deemed the primary beneficiary, the Group consolidates the VIE. All intercompany balances and transactions and unrealized profit and losses have been eliminated in consolidation.

VIE Arrangements

In order to comply with the PRC laws and regulations which prohibit or restrict foreign control of companies involved in provision of internet content and other restricted businesses, the Group operates its websites and other restricted businesses in the PRC through Shanghai Yueyee and its wholly-owned subsidiaries since 2011. On August 31, 2012, the Company, through its wholly-owned foreign invested subsidiary, Shanghai Aihui, entered into contractual arrangements (“VIE agreements”) with Shanghai Yueyee and its shareholders. The following is a summary, as amended, of the agreements of which the Company is the primary beneficiary.

Voting Rights Proxy Agreement

Pursuant to the voting rights proxy agreements signed between each of the shareholders of the VIE and Shanghai Aihui, each shareholder irrevocably appointed Shanghai Aihui as its attorney-in-fact to exercise on each shareholder’s behalf and all rights that each shareholder has in respect of its equity interest in the VIE (including but not limited to executing the exclusive right to the voting rights, the right to appoint directors and executive officers of the VIE, and the right to determine dividend distribution). The powers of attorney will remain effective until the termination of VIE or otherwise instructed by Shanghai Aihui.

Exclusive Technology Consulting and Management Service Agreement and Business Operation Agreement

Pursuant to the exclusive business cooperation agreement between Shanghai Aihui and the VIE, Shanghai Aihui has the exclusive right to provide the VIE with complete business support and technical and consulting services, including but not limited to software development and maintenance, internet technical support, database and network security services, and other technical consultation and services. Without Shanghai Aihui’s prior written consent, the VIE may not accept any consultations and/or services regarding the matters contemplated by this agreement provided by any third party during the term of the agreement. The VIE agrees to pay Shanghai Aihui service fees at an amount equals to all pre-tax income of the VIE. Shanghai Aihui has the exclusive ownership of all the intellectual property rights created as a result of the performance of the exclusive business cooperation agreement. The exclusive business cooperation agreement has an initial term of 10 years and unless terminated by Shanghai Aihui in advance. Before the expiration of these agreements, upon request by Shanghai Aihui, these agreements shall be renewed or replaced by new agreements.

Option Purchase Agreements

Pursuant to the option purchase agreements, each of the shareholders of the VIE has irrevocably granted Shanghai Aihui, or any person designated by Shanghai Aihui, an exclusive option to purchase all or part of its equity interests in the VIE. Shanghai Aihui may exercise such options at a price equal

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.2 Basis of Consolidation—(Continued)

VIE Arrangements—(Continued)

to the lowest price as permitted by applicable PRC laws at the time of transfer of equity. The VIE and the shareholders of the VIE covenant that, without Shanghai Aihui's prior written consent, they will not, among other things, (i) supplement, change or amend the VIE's articles of association and bylaws, (ii) increase or decrease the VIE's registered capital or change its structure of registered capital, (iii) create any pledge or encumbrance on their equity interests in the VIE, other than those created under the equity interest pledge agreement, (iv) sell, transfer, mortgage, or dispose of their legal or beneficial interests in and any assets of the VIE and any legal or beneficial interests, (v) enter into any material contract by the VIE, except in the ordinary course of business, or (vi) merge or consolidate the VIE with any other entity. The option will remain effective unless Shanghai Aihui has purchased all of the VIE's equity.

Powers of Attorney

Pursuant to the power of attorney, each of the shareholders of the VIE irrevocably authorize Shanghai Aihui to act on his behalf as the only exclusive agent and attorney to exercise all rights as the shareholders of the VIE, including but not limited to, (i) making decisions as shareholders of the VIE, (ii) exercising all rights under relevant PRC laws and the articles of association of the VIE as the shareholders of the VIE, (iii) handling the sale, transfer, pledge or disposal of the shareholder's equity interests in the VIE (in all or in part), including but not limited to signing all necessary equity transfer documents, other documents for disposing of the shareholder's equity interests in the VIE and handling all necessary procedures on behalf of the shareholder, (iv) in the name and on behalf of the shareholder, signing any resolutions and meeting minutes as a shareholder of the VIE, (v) on behalf of the shareholder, nominating, electing, designating, appointing and removing the legal representative, directors, supervisors, general manager, chief financial officer and other senior management personnel of the VIE, (vi) approving the amendment of the articles of association of the VIE, and (vii) other matters agreed in the voting proxy agreement, if any. Without the written consent of Shanghai Aihui, the shareholders of the VIE have no right to increase or decrease, transfer, pledge re-pledge, or otherwise dispose of or change the shareholders' equity interests in the VIE.

Share Pledge Agreements

Pursuant to the share pledge agreements, each of the shareholders of the VIE has pledged the security interest in their respective equity interests in the VIE, representing 100% equity interests in the VIE in aggregate to Shanghai Aihui, to guarantee performance by the shareholders of their obligations under the powers of attorney, the exclusive business cooperation agreement and the exclusive option agreement, as well as the performance by the VIE of its obligations under the exclusive business cooperation agreement and the exclusive option agreement. In the event of a breach by the VIE or any of its shareholders of contractual obligations under these contractual arrangements, Shanghai Aihui, as pledgee, will have the right to dispose of the pledged equity interests in the VIE and get compensated from the proceeds of such disposal. The shareholders of the VIE also covenant that, without the prior written consent of Shanghai Aihui, they shall not transfer or agree to other's transfer of the pledged equity interests, create or allow any new pledge or any other encumbrance on the pledged equity

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.2 Basis of Consolidation—(Continued)

VIE Arrangements—(Continued)

interests. The equity interest pledge agreement will remain effective until the exclusive technology consulting and management service agreement and the business operation agreement and the option purchase agreements are terminated or the VIE and the shareholder of the VIE discharge all their contractual obligations under these agreements. During the equity pledge period, Shanghai Aihui is entitled to all dividends and other distributions generated by the VIE.

Spousal Consent Letters

Pursuant to the Spousal Consent Letters, the signing spouses undertake they will not assert any rights over the equity interests VIEs held by the shareholder of the VIE, and that they will sign any necessary documents and take any necessary actions to ensure the proper performance and implementation of the voting proxy agreement, powers of attorney, share pledge agreements, and option purchase agreements, all of which may be amended or restated from time to time. In addition, in the event that any spouse obtains any equity interests in any VIE held by his or her spouse for any reason, he or she agreed to be bound by the contractual arrangements described above, as may be amended from time to time.

The irrevocable powers of attorney and voting proxy agreement described above have conveyed all shareholder rights held by the VIE's shareholders to Shanghai Aihui, including the right to designate and appoint the VIE's legal representative, director, supervisor, chief executive officer and other senior management members. The exclusive option agreements provide Shanghai Aihui with a substantive kick-out right of the VIE shareholders through an exclusive option to purchase all or any part of the shareholders' equity interest in the VIE at the lowest price permitted under the PRC laws then in effect. In addition, through the exclusive technology consulting and management service agreement and business cooperation agreement, Shanghai Aihui has established the right to receive benefits from the VIE that could potentially be significant to the VIE, and through the share pledge agreement, Shanghai Aihui has, in substance, an obligation to absorb losses of the VIE that could potentially be significant to the VIE. As these contractual arrangements allow the Group to effectively control the VIE and to derive substantially all of the economic benefits from it, the Group has consolidated the VIE.

The Company believes that the contractual arrangements amongst Shanghai Aihui, Shanghai Yueyee and their respective shareholders are in compliance with PRC law and are legally enforceable. However, Shanghai Yueyee and their shareholders may fail to take certain actions required for the Company's business or to follow the Company's instructions despite their contractual obligations to do so. Furthermore, if Shanghai Yueyee or their shareholders do not act in the best interests of the Company under the contractual arrangements and any dispute relating to these contractual arrangements remains unresolved, the Company will have to enforce its rights under these contractual arrangements through the operations of PRC law and courts and therefore will be subject to uncertainties in the PRC legal system. All of these contractual arrangements are governed by PRC law and provided for the resolution of disputes through arbitration in the PRC. Accordingly, these contracts would be interpreted in accordance with PRC law and any disputes would be resolved in accordance with PRC legal procedures. As a result, uncertainties in the PRC legal system could limit the Company's ability to enforce these contractual arrangements, which may make it difficult to exert effective control over Shanghai Yueyee to conduct the Company's business.

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.2 Basis of Consolidation—(Continued)

VIE Arrangements—(Continued)

The following financial statement amounts and balances of the VIE were included in the accompanying consolidated financial statements after elimination of intercompany transactions and balances:

	As of December 31,		
	2018 RMB	2019 RMB	2020 RMB
ASSETS			
Cash and cash equivalents	167,301	201,770	445,531
Amount due from related parties	105,288	265,227	289,156
Inventories, net	71,851	62,973	151,864
Prepayments and other receivables, net	98,856	124,544	185,621
Funds receivable from third party payment service providers	110,400	77,084	122,234
Property and equipment, net	66,217	97,454	68,161
Intangible assets, net	12,816	1,680,450	1,365,847
Investment in equity investees	34,717	41,175	50,149
Goodwill	—	1,799,529	1,799,529
Other non-current assets	12,774	14,762	13,649
Total Assets	680,220	4,364,968	4,491,741
LIABILITIES			
Short-term borrowings	139,983	167,983	339,292
Account payables	41,918	33,678	25,573
Accrued expenses and other current liabilities	138,755	146,850	376,159
Accrued payroll and welfare	56,498	114,332	114,319
Amount due to related parties	41,647	107,863	114,551
Deferred tax liabilities	1,922	388,652	341,462
Convertible bonds	160,000	160,000	160,000
Total Liabilities	580,723	1,119,358	1,471,356
	Years ended December 31,		
	2018 RMB	2019 RMB	2020 RMB
Net revenues	3,213,844	3,889,141	4,683,756
Net loss	(252,796)	(691,638)	(414,238)
Net cash (used in) provided by operating activities	(435,463)	(354,506)	(264,221)
Net cash (used in) provided by investing activities	(81,624)	(166,824)	(6,684)
Net cash (used in) provided by financing activities	(30,868)	(13,885)	354,307

The VIE and its subsidiaries contributed 98.54%, 98.91% and 96.41% of the Group's consolidated revenue for the years ended December 31, 2018, 2019 and 2020, respectively. As of

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.2 Basis of Consolidation—(Continued)

VIE Arrangements—(Continued)

December 31, 2020, the VIE and its subsidiaries accounted for an aggregate of 85.94% of the consolidated total assets, and 94.43% of the consolidated total liabilities. The Group's non-VIE assets as of December 31, 2020 mainly consists of cash, short-term investments and investment in equity investees.

There are no terms in any arrangements, considering both explicit arrangements and implicit variable interests that require the Group or its subsidiaries to provide financial support to the VIE. However, if the VIE was ever to need financial support, the Group or its subsidiaries may, at its option and subject to statutory limits and restrictions, provide financial support to its VIE through loans to the shareholders of the VIE or entrustment loans to the VIE.

The Group believes that there are no assets held in the consolidated VIE that can be used only to settle obligations of the VIE, except for paid-in capital, additional paid-in capital ("APIC") and the PRC statutory reserves. As the consolidated VIE is incorporated as a limited liability Company under the PRC Company Law, creditors of the VIE do not have recourse to the general credit of the Company or any of its subsidiaries for any of the liabilities of the consolidated VIE.

Relevant PRC laws and regulations restrict the VIE from transferring a portion of their net assets, equivalent to the balance of their paid-in capital, APIC and PRC statutory reserve, to the Company in the form of loans and advances or cash dividends.

2.3 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 the disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expense during the reporting period. Actual results could differ materially from such estimates. Significant accounting estimates reflected in the Group's consolidated financial statements include valuation of convertible redeemable preferred shares, assessment for impairment of long-lived assets, including intangible assets, and goodwill, and investments in equity investees, convertible bonds, fair value of share-based compensation, fair value of assets and liabilities acquired in business combination, inventory provision, allowance for doubtful accounts, depreciable lives of Property and equipment, and useful life of intangible assets and realization of deferred tax assets.

2.4 Fair value measurements

Fair value reflects the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, the Group considers the principal or most advantageous market in which it would transact and considers assumptions that market participants would use when pricing the assets or liabilities.

AIHUISHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.4 Fair value measurements—(Continued)

The Group applies a fair value hierarchy that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. This guidance specifies a hierarchy of valuation techniques, which is based on whether the inputs into the valuation technique are observable or unobservable. The hierarchy is as follows:

- Level 1— Valuation techniques in which all significant inputs are unadjusted quoted prices from active markets for assets or liabilities that are identical to the assets or liabilities being measured.
- Level 2— Valuation techniques in which significant inputs include quoted prices from active markets for assets or liabilities that are similar to the assets or liabilities being measured and/or quoted prices for assets or liabilities that are identical or similar to the assets or liabilities being measured from markets that are not active. Also, model-derived valuations in which all significant inputs and significant value drivers are observable in active markets are Level 2 valuation techniques.
- Level 3— Valuation techniques in which one or more significant inputs or significant value drivers are unobservable. Unobservable inputs are valuation technique inputs that reflect the Group's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value guidance describes three main approaches to measure the fair value of assets and liabilities: (1) market approach; (2) income approach and (3) cost approach. The market approach uses prices and other relevant information generated from market transactions involving identical or comparable assets or liabilities. The income approach uses valuation techniques to convert future amounts to a single present value amount. The measurement is based on the value indicated by current market expectations about those future amounts. The cost approach is based on the amount that would currently be required to replace an asset.

When available, the Group uses quoted market prices to determine the fair value of an asset or liability. If quoted market prices are not available, the Group will measure fair value using valuation techniques that use, when possible, current market-based or independently sourced market parameters, such as interest rates and currency rates.

The Group's financial instruments not measured at fair value including cash and cash equivalents, certain short-term investments, other receivables, amount due from related parties, funds receivable from third party payment service providers, equity investments without readily determinable fair values, short-term borrowings, account payables, amount due to related parties, other current liabilities, convertible bonds and long-term borrowings. The carrying amounts of the short-term financial instruments approximate their costs due to the short-term nature of these assets and liabilities. The carrying amount of the long-term borrowings approximates its fair value as the interest rates are comparable to the prevailing interest rates in the market. The fair value of equity investments without readily determinable fair values and convertible bonds cannot be reasonably estimated without undue costs.

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.4 Fair value measurements—(Continued)

The Group's assets and liabilities measured at fair value on a recurring basis subsequent initial recognition include certain short-term investments that the Group elects to apply fair value option under ASC 825 (see Note 2.7), which are classified as level 2 within the fair value hierarchy as the key inputs to the valuation model are observable in active markets. The difference between fair value and cost of such short-term investment is immaterial.

The Group's assets and liabilities measured at fair value on a recurring basis also include the fair value of warrant that is exercisable into the Group's convertible redeemable preferred shares (see Note 2.15). The Group estimated the fair value of the warrant with assistance of an independent third party valuer. The valuation of the warrant was categorized as Level 3 within the fair value hierarchy as significant inputs are unobservable. Gain from fair value change recognized in the consolidated statements of operations were RMB23,781, nil, and nil for the years ended December 31, 2018, 2019 and 2020, respectively.

The Group's assets and liabilities measured at fair value on a nonrecurring basis include the fair value of property and equipment, equity method investments, and equity investments without readily determinable fair value when they are deemed to be impaired. The fair values of these investments are determined based on discounted cash flow model or estimated disposal value and were classified as level 3 within the fair value hierarchy. The related losses from such level 3 fair value measurements recognized in the consolidated statements of operations were RMB5,450, RMB4,714, RMB9,949 for the years ended December 31, 2018, 2019 and 2020, respectively.

2.5 Functional currency and foreign currency translation

The functional currency of the Company and its subsidiaries and VIE in the PRC is in Renminbi ("RMB"). The functional currency of the Group's entities incorporated in Hong Kong ("HK") is in Hong Kong dollars ("HKD"). The functional currency of the Group's entities incorporated in the United States is in US dollars ("US\$").

Monetary assets and liabilities denominated in currencies other than the functional currency are remeasured into the functional currency at the rates of exchange ruling at the balance sheet date. Transactions in currencies other than the functional currency are measured and recorded in the functional currency at the exchange rate prevailing on the transaction date. Transaction gains and losses are recognized in the consolidated statements of operations and comprehensive loss.

The Group's reporting currency is RMB. For entities within the Group that have a functional currency other than the reporting currency, assets and liabilities are translated from each entity's functional currency to the reporting currency at the exchange rates in effect on the balance sheet date. Equity amounts are translated at historical exchange rates. Revenues, expenses, gains and losses are translated using the average rates for the year. Translation adjustments are reported as cumulative translation adjustments and are shown as a component of other comprehensive income in the statements of comprehensive loss and the consolidated statements of change in shareholders' deficit.

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.6 Cash and cash equivalents

Cash and cash equivalents primarily consist of cash on hand and cash in bank which are highly liquid, and monetary fund investments with original maturities of three months or less. As of December 31, 2018, 2019 and 2020, all cash and cash equivalents are unrestricted as to withdrawal and use.

2.7 Short-term investments

Short-term investments include (i) structured product with unsecured principal purchased from financial institutions which have original maturities of less than one year. The Group elects to adopt the fair value option in accordance with ASC 825 Financial Instruments to record the investments at fair value in short-term investments in the consolidated balance sheets. The instruments are valued using valuation models since they are not traded on an exchange. Foreign exchange rates are the significant inputs into the valuation models. These inputs are observable in active markets over the terms of the instruments the Company holds, and accordingly, the fair value measurements are classified as Level 2 in the hierarchy. The Company considers the effect of its own credit standing and that of its counterparties in valuations of its derivative financial instruments. Changes in the fair value is immaterial in the periods presented. (ii) term deposits with original maturities longer than three months but less than one year.

2.8 Inventories, net

Inventories, consisting of pre-owned and new consumer electronics available for sale, are stated at lower of cost or net realizable value. Provision of inventory is determined using the specific identification method. Adjustments are recorded to write down the cost of inventory to the net realizable value due to slow-moving, which is determined based upon factors such as historical and forecasted consumer demand. No inventory provision was provided for the years ended December 31, 2018, 2019 and 2020.

2.9 Property and Equipment, net

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

Category	Estimated useful lives
Machinery	3-10 years
Electronic equipment	3 years
Leasehold improvement	Over the shorter of the lease term or expected useful lives
Furniture and office equipment	3 years
Motor vehicle	4 years
Software	3-5 years

Repairs and maintenance costs are charged to operating expenses as incurred, whereas the costs of renewals and betterment that extends the useful lives of property and equipment are capitalized as additions to the related assets. Retirements, sales and disposals of assets are recorded

AIHUISHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.9 Property and Equipment, net—(Continued)

by removing the costs, accumulated depreciation and impairment with any resulting gain or loss recognized in other operating income, net of consolidated statements of operations and comprehensive loss. The Group recognized nil, nil, and RMB6,449 of impairment loss for the years ended December 31, 2018, 2019 and 2020, respectively.

2.10 Intangible assets, net

Intangible assets mainly include those acquired through business combinations and business corporations. Intangible assets arising from the Group's acquisition of Paipai business from JD.com, Inc. ("JD") (see Note 3) including Business Cooperation Agreement ("BCA"), Non-Compete Commitment ("NCC"), technology/platform and brand names are recognized and measured at fair value with the assistance of a third-party valuation firm using valuation techniques such as discounted cash flow analysis. Major assumptions used in determining the fair value of these intangible assets include future growth rates and weighted average cost of capital. Following the initial recognition, intangible assets are carried at cost less any accumulated amortization and any accumulated impairment losses. The identifiable intangible assets acquired are amortized on a straight-line basis over their respective useful lives as follows:

The identifiable intangible assets	Amortization Years
Brand names	10 years
BCA	1-6 years
Technology/platform	5 years
NCC	5 years

2.11 Goodwill

Goodwill is recognized for the excess of the purchase price over the fair value of tangible and identifiable intangible net assets of business acquired. Goodwill is not amortized but is reviewed at least annually for impairment or earlier, if any indication of impairment exists.

On January 1, 2018, the Group chose to early adopt Financial Accounting Standards Board ("FASB") revised guidance on ASU 2017-04 "Testing of Goodwill for Impairment". Under this guidance, the Group has the option to choose whether it will apply the qualitative assessment first and then the quantitative assessment, if necessary, or to apply the quantitative assessment directly. If the Group chooses to apply a qualitative assessment first, it starts the goodwill impairment test by assessing qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If the Group determines that it is more likely not the fair value of a reporting unit is less than its carrying amount, the quantitative impairment test is mandatory. Otherwise, no further testing is required. The quantitative impairment test consists of comparison of the fair value of a reporting unit to its carrying amount.

Application of a goodwill impairment test requires significant management judgment, including the identification of reporting units, assigning assets and liabilities to reporting units, assigning goodwill to reporting units, and determining the fair value of each reporting unit. The judgment in estimating the

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.11 Goodwill—(Continued)

fair value of reporting units includes estimating future cash flows, determining appropriate discount rates and making other assumptions. Changes in these estimates and assumptions could materially affect the determination of fair value for each reporting unit. The Group has determined it has only one reporting unit and performed its annual goodwill impairment analysis on December 31 of every year. The Group did not have goodwill prior to 2019. As of December 31, 2019 and 2020, the Group performed qualitative assessment and concluded it was not more likely than not the fair value of the reporting unit was less than the carrying value and therefore no further quantitative assessment was performed.

The Group did not recognize any goodwill impairment losses for the years ended December 31, 2018, 2019 and 2020.

2.12 Impairment of long-lived assets and intangible assets

The Group evaluates its long-lived assets and intangible assets with definite lives for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. When these events occur, the Group measures impairment by comparing the carrying amount of the assets to future undiscounted net cash flows expected to result from the use of the assets and their eventual disposition. The Group recognizes impairment loss on the amount by which the carrying value exceeds the fair value of the asset.

2.13 Investment in equity investees

Investments held by the Group comprised of equity investments in privately-held entities with no control.

Equity method investments

The Group accounts for its in-substance common stock equity investments over which it has significant influence but does not own a majority equity interest or otherwise control using the equity method. The Group adjusts the carrying amount of the investments and recognizes in earnings for share of the earnings or loss of the investee after the date of investment.

The Group assesses its equity method investments for impairment by considering factors including, but not limited to, current economic and market conditions, operating performance of the entities, including current earnings trends and undiscounted cash flows, and other entity-specific information. The fair value determination, particularly for investments in privately-held entities, requires judgment to determine appropriate estimates and assumptions. Changes in these estimates and assumptions could affect the calculation of the fair value of the investments and determination of whether any identified impairment is other-than-temporary. If the decline in the fair value is deemed to be other-than-temporary, the carrying value of the equity method investment is written down to fair value. The Group did not record any impairment loss for the years ended December 31, 2018, 2019 and 2020, respectively.

Equity securities without readily determinable fair value

The Group chose to early adopt ASU 2016-01, "Financial Instruments—Overall: Recognition and Measurement of Financial Assets and Financial Liabilities" ("") on January 1, 2018 and elected to

AIHUISHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.13 Investment in equity investees—(Continued)

measure these investments using measurement alternative at cost minus impairment, if any, adjusted up or down for observable price changes in orderly transactions for the identical or similar investment of the same issuer. Any adjustment to the carrying amount is recorded in other income (loss). The Group also makes qualitative assessment at each reporting period and if the assessment indicates that the fair value of the investment is less than the carrying value, the investment in equity securities will be written down to its fair value, with the difference between the fair value of the investment and its carrying amount as an impairment loss recorded in other income (loss), net. The Group recorded impairment losses of RMB5,450, RMB4,714 and RMB3,500 in other income (loss), net for the years ended December 31, 2018, 2019 and 2020, respectively.

2.14 Convertible bonds

Convertible bond is accounted for as a liability or is separated into debt and equity components based on its terms in relation to the conversion feature, call and put options, and beneficial conversion feature. Debt discount, if any, together with related issuance cost are subsequently amortized as interest expense, using the effective interest method, from the issuance date to the earliest conversion date. Interest expenses are recognized in the statement of comprehensive income in the period in which they are incurred. The Group accounts for its convertible bonds in accordance with ASC 815 “Derivatives and Hedging” and ASC 470 “Debt” and classifies it as a liability in its entirety.

2.15 Warrant liabilities

Warrant to subscribe for the Group's convertible redeemable preferred shares is accounted for as a liability in accordance with ASC 480 “Distinguishing Liabilities from Equity” and measured at fair value at each balance sheet date. The changes in fair value were recorded in fair value change in warrant liabilities in the consolidated statements of operations. Upon exercise, the carrying value of the warrant liabilities is reclassified into convertible redeemable preferred shares along with the exercise proceeds received.

2.16 Mezzanine equity

Mezzanine equity represents the convertible redeemable preferred shares issued by the Company. The convertible redeemable preferred shares are redeemable at the holders' option any time after a certain date and are contingently redeemable upon the occurrence of certain events outside of the Company's control. Therefore, the Group classified all of the convertible redeemable preferred shares as mezzanine equity.

The convertible redeemable preferred shares can be converted either voluntarily before a qualified initial public offering (“Qualified IPO”, referring to a public offering of ordinary shares of the Company registered under the Securities Act and with an offer price per ordinary share representing pre-offering market capitalization of the Company of at least US\$3 billion and gross proceeds to the Company in excess of US\$250 million) or automatically upon a Qualified IPO.

According to ASC 480, where fair value at date of issue is less than the mandatory redemption amount, the carrying amount is to be increased by periodic accretions so that the carrying amount will

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.16 Mezzanine equity—(Continued)

equal the mandatory redemption amount at the mandatory redemption date. The Company uses the current redemption value method in calculating the accretion of the convertible redeemable preferred shares as if these convertible redeemable preferred shares were redeemable at the end of each year. Each increase in carrying amount is to be recorded as charges against retained earnings or, in the absence of retained earnings, as charges against additional paid-in capital until additional paid-in capital is reduced to zero. Once paid-in capital is reduced to zero, the redemption value measurement adjustment is recognized as an increase in accumulated deficit.

2.17 Revenue recognition

Revenues are generated primarily from product revenue and service revenue through the platforms the Group offers to its customers. The Group also generates revenues from product sales through offline stores it operates.

The Group adopted ASC 606 “Revenue from Contract with Customers” (“ASC606”) for all periods presented. According to ASC 606, revenue is recognized when control of the promised good or service is transferred to the customer in an amount that reflects the consideration the Group expects to receive in exchange for those goods or services, after considering estimated sales return allowances, price concessions, discount and value added tax (“VAT”). Consistent with the criteria of ASC 606, the Group follows five steps for its revenue recognition: (i) identify the contract(s) 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 entity satisfies a performance obligation.

Net Product Revenue

The majority of the Group's revenue is derived from online product sales. The Group recognizes revenue from the sale of phones and other consumer electronics goods through the two online platforms it operates: PJT Marketplace (“PJT”) (B2B channel) and Paipai Marketplace (“Paipai”) (B2C channel). The Group utilizes external delivery service providers to deliver goods to its customers. The Group presents revenue generated from its sales of products on a gross basis as the Group has control of the goods and has the ability to direct the use of goods to obtain substantially all the benefits, and recognizes revenue at the point of time when the goods have been delivered to the customers. The customers pay for the goods in advance. The Group offers its customers right of return for a period of 3 to 7 days upon the receipts. Product revenues are reduced by estimated sales return, which has been immaterial in the historical periods. The Group generated net online product revenues in the amount of RMB3,211,376, RMB3,716,757, and RMB3,927,486 in the years ended December 31, 2018, 2019 and 2020, respectively.

For product sales through offline stores, the Group recognizes revenue at the point of time when customers pay and obtain control of the products. The Group generated RMB38,547, RMB13,449, and RMB316,537 of net product revenues in the year ended December 31, 2018, 2019 and 2020 from its offline channel.

When transactions involving trade-in devices, the purchase of the pre-owned product and the sale of new product are separately settled in cash on a gross basis and accounted for as two separate

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.17 Revenue recognition—(Continued)

transactions. From July 2020, the Group began to net settle the trade-in transactions, and the fair value of trade-in product is recognized as non-cash consideration for the sale of the new product.

Net Service Revenue

In addition to product sales, the Group's PJT Marketplace and Paipai Marketplace also serve as online marketplace to provide third-party merchants platform services enabling them to transact with customers, for which the Group charges commission fees to its merchants and/or customers. Under the platform service arrangement, the Group acts as an agent and does not take control of the products provided by the merchants at any point in the time during the transactions and does not have latitude over pricing of the merchandise.

For PJT Marketplace, the Group charges both the merchants and business buyers a commission fee. The commission fee charged to the merchants is determined as a percentage based on the executed transaction price, and the commission fee charged to business buyers is determined as a negotiated tiered amount. For Paipai Marketplace, commission fees are charged to merchants only, determined as a percentage based on the executed transaction price. For certain merchants who sell products on the Group's platform, the Group enters into contractual agreements with these merchants for a fixed monthly marketplace management fee in addition to the commission fees charged for each transaction.

Commission fees are recognized in the consolidated statements of operations and comprehensive loss at the time when the service obligations to the merchants are determined to have been completed under each sales transaction upon the business buyers' confirming the receipts of goods or over time for merchants paying fixed monthly management fees. Commission fees are not refundable if business buyers return the merchandise to merchants. The Group recognized RMB198, RMB63,467, and RMB276,721 in net service revenue for PJT Marketplace and nil, RMB120,384, and RMB304,965 in net service revenue for Paipai Marketplace for the years ended December 31, 2018, 2019 and 2020, respectively.

The Group provides a one-year warranty for pre-owned consumer electronics sold on Paipai Marketplace, which is not considered as a separate performance obligation. The costs associated with the warranty was immaterial during the years presented.

Reconciliation of contract balances

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. A contract asset is recorded when the Group has transferred products to the customer before payment is received or is due, and the Group's right to consideration is conditional on future performance or other factors in the contract. There were no contract asset as of December 31, 2018, 2019, and 2020. Accounts receivable was recorded within prepayments and other receivables, net and not material for all periods presented.

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.17 Revenue recognition—(Continued)

A contract liability exists when the Group has received consideration but has not transferred the related goods or services to the customer. The Group's contract liabilities mainly consist of payments received from customers before they received the products. As of December 31, 2018 and 2019 and 2020, balances of the contract liabilities were RMB28,383, RMB25,606 and RMB33,884, and were included in accrued expenses and other current liabilities in the consolidated balance sheets. The contract liabilities were recognized in revenue in the next month.

There was no costs of obtaining a contract for the years ended December 31, 2018, 2019 and 2020.

Geographic information

The following is the Group's net product and service revenues by geographical location:

	Years ended December 31,		
	2018	2019	2020
	RMB	RMB	RMB
Mainland China	3,210,048	3,716,757	4,080,229
Hong Kong	39,875	11,588	145,641
Others	—	1,861	18,153
Net product revenue	3,249,923	3,730,206	4,244,023
Mainland China	11,546	195,288	611,975
Hong Kong	51	6,364	2,201
Net service revenue	11,597	201,652	614,176

2.18 Merchandise costs

Merchandise costs primarily consists of cost of acquired products and inbound shipping charges.

2.19 Fulfillment expenses

Fulfillment expenses consist primarily of expenses incurred in operating the Group's platform, centralized operation centers and stations, offline stores, warehouse operating costs such as personnel cost and expenses attributable to purchasing, receiving, inspecting and grading, packaging, and preparing customer orders for shipment, as well as outbound shipping charges.

2.20 Technology and content expenses

Technology and content expenses consist primarily of payroll and related expenses for technology and content employees involved in designing, developing and maintaining technology platform, and improving artificial intelligence, big data and cloud technologies and services, and technology infrastructure costs. Technology infrastructure costs include equipment depreciation, amortization and data center costs. Technology and platform amortization is amortization of platform arising from acquisition of Paipai business (see note 3). Technology and content expenses are expensed as incurred.

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.21 Selling and marketing expenses

Selling and marketing expenses consist primarily of platform promotion expenses, channel commissions, advertising expenses, amortization expense, and payroll and related expenses for employees involved in marketing and business development activities. Channel commissions consist of commission paid to sales channel providers and collection channel providers. Amortization expense consist of amortization of business cooperation agreement, non-compete commitment, and brand names arising from the acquisition of Paipai business (see note 3). Total advertising expenses were recognized as incurred, and were RMB4,656, RMB10,215, and RMB19,101 for the years ended December 31, 2018, 2019 and 2020.

2.22 General and administrative expenses

General and administrative expenses consist primarily of employee related expenses for general corporate functions, including accounting, finance, tax, legal and human relations; costs associated with these functions including facilities and equipment depreciation expenses, rental and other general corporate related expenses.

2.23 Other operating income

Other operating income consists of government subsidies and tax refund. Government subsidies represent rewards provided by the relevant PRC municipal government authorities to the Group for business achievements made by the Group. Government subsidies are recognized in other operating income in the consolidated statements of operations and comprehensive loss when the government subsidies are received and no further conditions need to be met. Tax refund mainly consists of one-time VAT refund received from government and tax authorities during the year ended December 31, 2020.

2.24 Share-based compensation

The Group grants share options to the Founder, its management team and other key employees (collectively, "Share-based Awards"). The Group accounted for the Share-based Awards in accordance with ASC 718 "Compensation—Stock Compensation". Share-based Awards with service conditions only are measured at the grant date fair value of the awards using the Binomial option pricing model and recognized as expenses using the straight line method, net of actual forfeitures, if any, over the requisite service period. Share-based Awards that are subject to both the service period and the occurrence of Qualified IPO as performance condition are measured at the grant date fair value using the Binomial option pricing model and share-based compensation expenses are recognized for the cumulatively vested amount upon the completion of the IPO first and then over the remaining requisite service period.

2.25 Employee benefit expenses

As stipulated by the regulations of the PRC, full-time employees of the Group are entitled to various government statutory employee benefit plans, including medical insurance, maternity insurance, workplace injury insurance, unemployment insurance and pension benefits through a PRC government-mandated multi-employer defined contribution plan. The Group is required to make

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.25 Employee benefit expenses—(Continued)

contributions to the plan and accrues for these benefits based on certain percentages of the qualified employees' salaries. The total expenses the Group incurred for the plan were RMB42,108, RMB85,187 and RMB51,834 for the years ended December 31, 2018, 2019 and 2020, respectively.

2.26 Income taxes

Current income taxes are provided for in accordance with the laws of the relevant tax authorities.

Deferred income taxes are provided using assets and liabilities method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, deferred tax assets and liabilities are determined on the basis of the differences between financial statements and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Deferred tax assets are recognized to the extent that these assets are more likely than not to be realized. In making such a determination, the management consider all positive and negative evidence, including future reversals of projected future taxable income and results of recent operation. Deferred tax assets are then reduced by a valuation allowance through a charge to income tax expense when, in the opinion of management, it is more likely than not that a portion of or all of the deferred tax assets will not be realized.

The Group accounts for uncertainty in income taxes recognized in the consolidated financial statements by applying a two-step process to determine the amount of the benefit to be recognized. First, the tax position must be evaluated to determine the likelihood that it will be sustained upon external examination by the taxing authorities. If the tax position is deemed more-likely-than-not to be sustained (defined as a likelihood of more than fifty percent of being sustained upon an audit, based on the technical merits of the tax position), the tax position is then assessed to determine the amount of benefits to recognize in the consolidated financial statements. The amount of the benefits that may be recognized is the largest amount that has a greater than 50% likelihood of being realized upon ultimate settlement. Interest and penalties on income taxes will be classified as a component of the provisions for income taxes. The Group did not recognize any income tax due to uncertain tax position or incur any interest and penalties related to potential underpaid income tax expenses for the years ended December 31, 2018, 2019 and 2020.

2.27 Operating leases

Leases where substantially all the rewards and risks of ownership of assets remain with the lessor are accounted for as operating leases. Total rental payments applicable to such operating leases are recognized on a straight-line basis over the lease term. Certain of the operating lease agreements contain lease incentives and rent holidays and are considered in determining the straight-line rent expense to be recorded over the lease term.

2.28 Comprehensive income (loss)

Comprehensive loss is reported in the consolidated statements of operations and comprehensive loss. Accumulated other comprehensive loss, as presented on the accompanying consolidated balance

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.28 Comprehensive income (loss)—(Continued)

sheets, represents accumulated foreign currency translation adjustments from its subsidiaries not using the RMB as their functional currency.

2.29 Net loss per share

Basic loss per share is computed by dividing net loss attributable to the holders of ordinary shares by the weighted average number of ordinary shares outstanding during the year. The Company's convertible redeemable preferred shares do not participate in losses. As such, net loss is allocated entirely to ordinary shareholders in the calculation of net loss per share.

Diluted earnings per share reflect the potential dilution that could occur if securities or other contracts to issue ordinary shares were exercised or converted into ordinary shares. The Group had convertible redeemable preferred shares, share options and convertible bonds which could potentially dilute basic earnings per ordinary share in the future. To calculate the number of shares for diluted earnings per ordinary share, the effect of the convertible redeemable preferred shares and convertible bonds are computed using the as-if-converted method and the effect of the share options is computed using the treasury stock method.

2.30 Certain risks and concentrations

The revenues and expenses of the Group's entities in the PRC are generally denominated in RMB and their assets and liabilities are denominated in RMB. The RMB is not freely convertible into foreign currencies. Remittances of foreign currencies into the PRC or remittances of RMB out of the PRC as well as exchange between RMB and foreign currencies require approval by foreign exchange administrative authorities and certain supporting documentation. The State Administration for Foreign Exchange, under the authority of the People's Bank of China, controls the conversion of RMB into other currencies. No customer individually represents greater than 10% of the total net revenues.

Financial instruments that potentially expose the Group to concentrations of credit risk consist primarily of cash and cash equivalents, other receivable, net, short-term investments, amount due from a related party and funds receivable from third party payment service providers. The Group places its cash and cash equivalents, short-term investments with financial institutions with high-credit ratings and quality. Amount due from a related party and funds receivable from third party payment service providers primarily comprise of the receivable from customers, where the amount is under the Group's name on these online platforms. Due to the nature of the arrangement, the Group considers there to be no collection risks. Other receivables, net mainly consists of customer deposit where the Group paid on behalf of the business buyers for the purchase deposit. The Group conducts credit evaluations on vendors and require certain amounts of security deposits from them to manage its credit risk.

2.31 Segment reporting

Based on the criteria established by ASC 280 "Segment Reporting", the Group's chief operating decision maker has been identified as the Chairman of the Board of Directors and Chief-Executive Officer, who reviews consolidated results of the Group when making decisions about allocating

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.31 Segment reporting—(Continued)

resources and assessing performance. The Group has internal reporting of revenue, cost and expenses by nature as a whole. Hence, the Group has only one operating segment. The Company is domiciled in the Cayman Islands while the Group mainly operates its businesses in the PRC.

2.32 Recent accounting pronouncements

Under the Jumpstart Our Business Startups Act of 2012, as amended (“the JOBS Act”), the Company meets the definition of an emerging growth company, or EGC as of December 31, 2018, December 31, 2019, and December 31, 2020, and has elected the extended transition period for complying with new or revised accounting standards, which delays the adoption of these accounting standards until they would apply to private companies. Once the Company ceases to qualify as EGC, it will immediately adopt the new and revised accounting standards already effective for public companies.

Recently issued accounting pronouncements not yet adopted

In June 2016, the FASB issued ASU 2016-13, Credit Losses, Measurement of Credit Losses on Financial Instruments. This ASU provides more useful information about expected credit losses to financial statement users and changes how entities will measure credit losses on financial instruments and timing of when such losses should be recognized. In May 2019, the FASB issued ASU 2019-05, Financial Instruments—Credit Losses (Topic 326): Targeted Transition Relief. This update adds optional transition relief for entities to elect the fair value option for certain financial assets previously measured at amortized cost basis to increase comparability of similar financial assets. The updates should be applied through a cumulative-effect adjustment to retained earnings as of the beginning of the first reporting period in which the guidance is effective (that is, a modified retrospective approach). In November 19, 2019, the FASB issued ASU 2019-10 to amend the effective date for ASU 2016-13 to be fiscal years beginning after December 15, 2022 and interim periods therein. The Group is in the process of evaluating the impact on its consolidated financial statements upon adoption.

In December 2019, the FASB issued ASU No. 2019-12, simplifying the Accounting for Income Taxes, as part of its initiative to reduce complexity in accounting standards. The amendments in the ASU are effective for the Group for fiscal years beginning after December 15, 2021, with interim periods after December 15, 2022. Early adoption of the standard is permitted, including adoption in interim or annual periods for which financial statements have not yet been issued. The Group plans to adopt the ASU prospectively on January 1, 2021. The ASU is currently not expected to have a material impact on the consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). The guidance supersedes existing guidance on accounting for leases with the main difference being that operating leases are to be recorded in the statement of financial position as right of use assets and lease liabilities, initially measured at the present value of the lease payments. For operating leases with a term of 12 months or less, a lessee is permitted to make an accounting policy election not to recognize lease assets and liabilities. In transition, entities are required to recognize and measure leases at the beginning of the

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

2. Summary of significant accounting policies—(Continued)

2.32 Recent accounting pronouncements—(Continued)

earliest period presented using a modified retrospective approach. In July 2018 (ASU 2018-11), the FASB further amended the guidance to provide another transition method in addition to the existing transition method by allowing entities to initially apply the new leases standard at the adoption date and recognize an accumulative-effective adjustment to the opening balance of retained earnings in the period of adoption. In June 2020, the FASB issued ASU 2020-05, Revenue from Contracts with Customers (Topic 606) and Leases (Topic 842)—Effective Dates for Certain Entities, which defer the effective date of leases for private companies to fiscal year beginning after December 15, 2021. The Group is in the process of evaluating the impact on its consolidated financial statements upon adoption.

In August 2020, the FASB issued ASU 2020-06, Debt with Conversion and Other Options (Subtopic 470-20) and Contracts in Entity's Own Equity (Subtopic 815-40)—Accounting for Convertible Instruments and Contracts in an Entity's Own Equity. The ASU will be effective for the Group on January 1, 2024 and can be early adopted on January 1, 2021. The guidance reduces the number of accounting models for convertible debt instruments and convertible preferred stock. For convertible instruments with conversion features that are not required to be accounted for as derivatives under Topic 815, Derivatives and Hedging, or that do not result in substantial premiums accounted for as paid-in capital, the embedded conversion features no longer are separated from the host contract. The Group is in the process of evaluating the impact on its consolidated financial statements upon adoption.

3. Business combination

In order to further grow its business and access to the mass retail consumers, the Group acquired Paipai, a pre-owned retail platform from JD.com, Inc. ("JD") on June 3, 2019 for a net purchase consideration of RMB3,243,036, by issuing 26,379,291 shares of Series E convertible redeemable preferred shares. The Group accounted for this acquisition as business combination.

The Group entered into an exclusive business cooperation agreement with JD in 2017 for a period of three years. In 2019, the Group amended and extended the business cooperation agreement as part of its acquisition of Paipai and recognized an incremental value to the existing business cooperation agreement, together with the newly acquired technologies/platform, non-compete commitment and brand names as identifiable assets. Under the exclusive business cooperation agreement, JD provides the Group with access portals on its own platform that links to the Group's purchasing and selling online marketplaces, including Paipai, and in return the Group pays JD channel commission based on transaction volume and recorded such payments in selling and marketing expenses.

The fair value of the convertible redeemable preferred shares and purchase price allocation were determined by the Group with the assistance of a third party valuation firm. The following table summarizes the consideration paid for Paipai and the amounts of the assets acquired and liabilities assumed recognized at the acquisition date, as well as the depreciation/amortization period for the acquired assets.

AIHUISHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

3. Business combination—(Continued)

		2019 RMB
Consideration		
26,379,291 shares of convertible redeemable preferred shares		3,243,036
Fair value of total consideration transferred		<u>3,243,036</u>
Recognized amounts of identifiable assets acquired and liabilities assumed	Amortization period	
Intangible assets:		
Business Cooperation Agreement	5-6 years	1,456,000
Brand names	10 years	321,000
Non-compete commitment	5 years	52,000
Technology and platform	5 years	29,000
Property and equipment, net	3 years	791
Deferred tax liabilities		(415,284)
Goodwill		<u>1,799,529</u>
		<u>3,243,036</u>

The identifiable assets acquired are required to be recognized and measured at fair value as of the acquisition date. An intangible asset is identified if it meets either the separability criterion or the contractual-legal criteria in accordance with ASC 805, Business Combination. Fair value of fixed assets acquired approximates the net book value of these assets. The assembled workforce did not meet the separation criteria or the contractual-legal criteria and therefore, are not identifiable and not recognized apart from goodwill. Goodwill recognized from the acquisition was assigned to the entire group and is not expected to be deductible for income tax purposes. The acquisition cost incurred and expensed for the business combination was immaterial.

The following table summarizes unaudited pro forma results of operations for the years ended December 31, 2018 and 2019 assuming that all acquisitions occurred as of the beginning of period. The pro forma results have been prepared for comparative purpose only based on management's best estimate and do not purport to be indicative of the results of operations which actually would have resulted had the acquisitions occurred as of the beginning of period:

	<u>Year ended December 31,</u>	
	<u>2018</u>	<u>2019</u>
	RMB	RMB
Pro forma revenue	3,355,011	3,976,874
Pro forma loss from operations	(594,043)	(863,624)
Pro forma net loss attributable to the Group	(545,522)	(836,704)

Since the date of acquisition, revenues of Paipai recognized in the Group's consolidated statements of operations and comprehensive loss for years ended December 31, 2019 was RMB120,384. The Group determined it is impracticable to disclose net earnings of Paipai since acquisition because it was fully integrated into the Group's business upon acquisition.

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

4. Prepayments and other receivables, net

Prepayments and other receivables, net consist of the following:

	As of December 31,		
	2018	2019	2020
	RMB	RMB	RMB
Deposits	7,587	16,836	17,557
Customer deposits (1)	28,566	55,059	121,419
Account receivables	6,883	1,788	12,336
Advance to suppliers	29,765	36,699	33,058
VAT recoverables	21,685	32,329	50,239
Others	4,323	3,422	27,661
Cash advanced to staff	2,202	3,606	6,014
Less: allowance	(669)	(390)	—
Total	100,342	149,349	268,284

(1) The amount relates to the refundable deposits paid to merchants to whom the Group provides platform service.

The movements in the allowance for doubtful accounts are as follows:

	As of December 31,		
	2018	2019	2020
	RMB	RMB	RMB
Balance as of January 1	—	669	390
Current period provision	669	6,959	4,600
Current period write-off	—	(7,238)	(4,990)
Balance as of December 31	<u>669</u>	<u>390</u>	<u>—</u>

5. Property and equipment, net

Property and equipment, net consists of the following:

	As of December 31,		
	2018	2019	2020
	RMB	RMB	RMB
Cost			
Machinery	15,185	36,773	31,098
Electronic equipment	26,249	49,812	55,491
Leasehold improvement	37,069	64,934	79,111
Furniture and office equipment	23	232	260
Motor vehicles	806	1,423	1,423
Software	1,098	3,651	4,045
Total	80,430	156,825	171,428
Less: accumulated depreciation	(26,192)	(58,635)	(102,002)
Construction in progress	13,300	1,028	136
Property and equipment, net	67,538	99,218	69,562

AIHUISHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

5. Property and equipment, net—(Continued)

Depreciation expense was RMB14,458, RMB38,044 and RMB45,659 for the years ended December 31, 2018, 2019 and 2020, respectively. The Group recorded RMB 6,449 impairment during the year ended December 31, 2020.

6. Intangible assets, net

Intangible assets consists of the following:

	As of December 31,		
	2018	2019	2020
	RMB	RMB	RMB
Business Cooperation Agreement	79,017	1,535,017	1,535,017
Brand names	—	321,000	321,000
Non-compete commitment	27,141	79,141	79,141
Technology/platform	—	31,600	31,600
Total	106,158	1,966,758	1,966,758
Less: accumulated amortization	(87,167)	(283,795)	(598,917)
Intangible assets	18,991	1,682,963	1,367,841

Amortization expenses related to intangible assets were RMB23,663, RMB196,628, and RMB315,122 for the years ended December 31, 2018, 2019 and 2020, respectively. The Group expects to record amortization expenses of RMB310,300, RMB310,300, RMB310,300, RMB229,781, RMB89,257 for the years ending December 31, 2021, 2022, 2023, 2024 and 2025, respectively.

7. Investment in equity investees

The Group's investments in equity investees comprise the following:

Investments accounted for under equity method where the Group can exert significant influence but does not own a majority equity interest or otherwise control:

	As of December 31,		
	2018	2019	2020
	RMB	RMB	RMB
Shanghai Yueqing Information Technology Co., Ltd. ("Yueqing")	74	874	1,349
Other (1)	—	—	12,000
Total investments accounted for under equity method	74	874	13,349

The Group can exercise significant influence through board representation and as such accounted for the investments using equity method of accounting. The Group did not recognized any impairment in investments accounted for under equity method during the years ended December 31, 2018, 2019 and 2020.

- (1) The Group made other investments where it has a significant influence to at amount of RMB3,000 and RMB8,000 during the year ended December 31, 2019 and 2020, respectively. They Group

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

7. Investment in equity investees—(Continued)

recorded proportionately share of loss of RMB3,000 and RMB8,000 for the year ended December 31, 2019 and 2020, respectively. The Group made other investments of RMB12,000 in Qingdao Qingle Venture Capital Partnership as its limited partner, holding equity interest of 11.95% during the year ended December 31, 2020, and accounted as an equity method investee.

Below are primarily equity investments that are in substance common stock and the Group does not have significant influence or control. Since these investees are private companies that do not have readily determinable fair value, the Group accounted these investments under measurement alternative method:

	As of December 31,		
	2018	2019	2020
	RMB	RMB	RMB
Jinsong (Shanghai) Network Information Technology CO. Ltd (“Jinsong”) (1)	26,430	36,800	36,800
Manak Waste Management Pvt Ltd (“Manak”)	13,749	17,570	16,507
Trocafone, Inc. (“Trocafane”)	13,749	14,057	13,206
Chongqing Tianji Cloud Service Technology Co., Ltd (“Tianjiyun”)	9,000	9,000	9,000
AiFenLei Global Co., Ltd. (“AiFenLei”) (2)	—	—	—
Others	13,664	21,164	21,164
Impairment	(5,450)	(10,164)	(13,664)
Total investments accounted for under measurement alternative method	<u>71,142</u>	<u>88,427</u>	<u>83,013</u>

For years ended December 31, 2018, 2019 and 2020, the Group recorded impairment loss of RMB5,450, RMB4,714 and RMB3,500, respectively, for these alternative measurement investments.

- (1) In September 2017, the Group disposed of its mobile phone rental platform to an entity jointly formed by shareholder of the Group and a former employee, and retained 30% shareholding with no board representation. The Group determined it did not have the ability to exercise significant influence over Jinsong and accounted for it under alternative measurement. In 2019, the Group made an additional RMB10,370 investment in Jinsong.
- (2) In July 2019, the Group disposed of its household waste recycling business (“AiFenLei”) at zero consideration to the Founder and retained 52.5% economic rights without any voting or significant participating rights. The Group recognized RMB9,259 of loss upon disposal. The retained interest was accounted for under alternative measurement with minimal value at the time of the disposal due to the significant uncertainty associated with AiFenLei.

8. Goodwill

Changes in the carrying amount of goodwill were as follows:

	Total RMB
Balance as of December 31, 2018	<u>—</u>
Acquisition of Paipai	1,799,529
Other acquisition	3,886
Balance as of December 31, 2019 and 2020	<u>1,803,415</u>

AIHUISHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

8. Goodwill—(Continued)

There were no change in the carrying amount of goodwill for the years ended December 31, 2019 and 2020.

9. Short-term borrowings

As of December 31, 2018, 2019 and 2020, the Group had unused one-year revolving credit facilities with several Chinese commercial banks to borrow up to RMB40,000, RMB112,017 and RMB33,708 respectively for working capital.

In 2018, the Group borrowed RMB239,983 at the weighted average interest rate of 7.00% per annum. The Group repaid the short-term borrowings in the amount of RMB172,413.

In 2019, the Group borrowed RMB376,383 at the weighted average interest rate of 4.15% per annum. The Group repaid the short-term borrowings in the amount of RMB348,383.

In 2020, the Group borrowed RMB764,143 at the weighted average interest rate of 5.33% per annum. The Group repaid the short-term bank borrowings in the amount of RMB592,375.

In 2020, the Group entered into a US\$ denominated two-year loan agreement with an independent third party for RMB65,200 at an interest rate of 9% per annum with current portion of RMB29,906 as of December 31, 2020 and repaid RMB2,719 during the year.

The Group is subject to certain financial covenants under its credit facilities and the Group was in compliance with all of its debt covenants for the years ended December 31, 2018, 2019 and 2020.

10. Accrued expenses and other current liabilities

Accrued expenses and other current liabilities consist of the following:

	As of December 31,		
	2018	2019	2020
	RMB	RMB	RMB
Deposits from business partner	3,654	36,372	47,399
Contract liabilities	28,383	25,606	33,884
Other tax payable	13,476	21,680	45,507
Others (1)	97,744	83,991	269,822
Total	143,257	167,649	396,612

- (1) The balance as of December 31, 2020 included RMB150,000 prepaid subscription received by the Group in September and November 2020 from certain investors subscribing for Series E convertible redeemable preferred shares. The payment was in the legal form of a loan agreement but did not have a maturity date or bear interest. The issuance of the preferred shares is contingent upon the investors obtaining the approval of Overseas Direct Investment (the "ODI"), otherwise the amount will be refunded to the investors.

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

11. Taxation**a) Value added tax (“VAT”)**

For sales of pre-owned consumer electronic products, the Group is subject to the VAT levy rate of 3% under the simplified method and is exempted by 1% in comply with relevant PRC VAT regulations of CaiShui [2009] No.9 and CaiShui [2014] No.57. The Group is subject to statutory VAT rate of 17% prior to May 1, 2018, 16% from May 1, 2018 to March 31, 2019 and 13% from April 1, 2019 for sales of other products in the PRC.

The Group is subject to VAT at the rate of 6% for service revenue.

b) Income tax*Cayman Islands*

Under the current laws of the Cayman Islands, the Company and its subsidiaries incorporated in the Cayman Islands are not subject to tax on income or capital gain. Additionally, the Cayman Islands does not impose a withholding tax on payments of dividends to shareholders.

Hong Kong

Under the current Hong Kong Inland Revenue Ordinance, the Company's subsidiaries incorporated in Hong Kong are subject to 16.5% Hong Kong profit tax on its taxable income generated from operations in Hong Kong for the year of assessment 2017/2018. Commencing from the year of assessment 2018/2019, the first Hong Kong dollars (“HKD”) 2 million of profits earned by its subsidiaries incorporated in Hong Kong will be taxed at half the current tax rate (i.e., 8.25%) while the remaining profits will continue to be taxed at the existing 16.5% tax rate. Under the Hong Kong tax laws, the Company is exempted from the Hong Kong income tax on its foreign-derived income. Additionally, payments of dividends by the subsidiaries incorporated in Hong Kong to the Company are not subject to any Hong Kong withholding tax.

Mainland China

Under the PRC Enterprise Income Tax Law (the “EIT Law”), the standard enterprise income tax rate for domestic enterprises and foreign invested enterprises is 25%. All of the Group's PRC subsidiaries, consolidated VIE and VIE's subsidiaries are subject to the statutory income tax rate of 25% except for Shanghai Yueyee which obtained qualification as High and New Technologies Enterprises, or HNTE in 2018 and was entitled to a preferential EIT rate of 15% from 2018 to 2020.

Loss by tax jurisdictions

	Years ended December 31,		
	2018	2019	2020
	RMB	RMB	RMB
Loss from Mainland China operations	257,560	722,687	456,596
(Income) loss from non-Mainland China operations	(48,196)	10,122	53,816
Total loss before tax and share of loss of equity-method investees	209,364	732,809	510,412

AIHUISHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

11. Taxation—(Continued)

b) Income tax—(Continued)

The reconciliation of total tax expenses computed by applying the respective statutory income tax rate to pre-tax income is as follows:

The current and deferred portion of income tax expenses included in the consolidated statements of operations and comprehensive loss are as follows:

	Years ended December 31,		
	2018	2019	2020
	RMB	RMB	RMB
Current tax expenses	—	—	—
Deferred tax benefits	(1,922)	(30,120)	(47,320)
Total income tax expense (benefit)	<u>(1,922)</u>	<u>(30,120)</u>	<u>(47,320)</u>

The Group did not incur any current income tax expenses for the years ended December 31, 2018, 2019 and 2020. The reconciliation of total tax expenses computed by applying the respective statutory income tax rate to pre-tax income is as follows:

	Years ended December 31,		
	2018	2019	2020
	RMB	RMB	RMB
PRC income tax rate	25.00%	25.00%	25.00%
Expenses not deductible for tax purposes	(2.31%)	(1.03%)	(2.75%)
Super deduction on technology and content expenses	3.97%	2.87%	3.52%
Effect of preferential tax rate for high-tech enterprises	0.23%	(2.69%)	(6.16%)
Effect of different tax rates of a subsidiary operating in other jurisdiction	6.80%	(0.12%)	(1.33%)
Future tax rate change	(1.48%)	—	0.20%
Change in valuation allowance	(31.29%)	(20.03%)	(9.42%)
True up	—	0.11%	0.21%
Total	<u>0.92%</u>	<u>4.11%</u>	<u>9.27%</u>

If the preferential tax rate granted to an entity of the Group were not available, the Group's income tax benefit would have increased by RMB2,310, RMB19,037, and RMB31,460 for the years ended December 31, 2018, 2019 and 2020, respectively. The basic and diluted net loss per share attributable to the Company would decrease by RMB0.12, RMB1.01, and RMB1.68 for the years ended December 31, 2018, 2019 and 2020, respectively.

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

11. Taxation—(Continued)

b) Income tax—(Continued)

Deferred tax assets and deferred tax liabilities:

	As of December 31,		
	2018 RMB	2019 RMB	2020 RMB
Deferred tax assets			
Tax loss carried forward	106,222	229,955	283,378
Deductible temporary differences	12,717	38,481	32,982
Allowance for doubtful receivables	167	98	—
Total deferred tax assets	119,106	268,534	316,360
Less: valuation allowance	(119,106)	(268,534)	(316,360)
Net deferred tax assets	—	—	—
Deferred tax liabilities			
Identifiable intangible assets acquired	3,466	389,280	341,960
Total deferred tax liabilities	3,466	389,280	341,960

The movement of deferred tax valuation allowance is as follows:

	As of December 31,		
	2018 RMB	2019 RMB	2020 RMB
Balance at beginning of the year	52,936	119,106	268,534
Additions	66,170	149,428	47,826
Balance at end of the year	119,106	268,534	316,360

As of December 31, 2018, 2019 and 2020, the Group had net operating loss carry forwards of approximately RMB429,381, RMB926,237 and RMB1,155,441, respectively, which arose from the subsidiaries, VIE and VIE's subsidiaries established in the PRC, Hong Kong. The loss carry forwards will expire during the period from 2020 to notice from local tax authorities. The Group has provided a full valuation allowance for the deferred tax assets as of December 31, 2018, 2019 and 2020, as management is not able to conclude that the future realization of those net operating loss carry forwards and other deferred tax assets are more likely than not.

The deferred tax component of income tax benefits are related to the amortization of deferred tax liabilities resulting from the intangible assets acquired.

In accordance with the EIT Law, dividends, which arise from profits of foreign invested enterprises (“FIEs”) earned after January 1, 2008, are subject to a 10% withholding income tax. In addition, under tax treaty between the PRC and Hong Kong, if the foreign investor is incorporated in Hong Kong and qualifies as the beneficial owner, the applicable withholding tax rate is reduced to 5%, if the investor holds at least 25% in the FIE, or 10%, if the investor holds less than 25% in the FIE. The

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

11. Taxation—(Continued)

b) Income tax—(Continued)

Company's subsidiaries and VIE located in the PRC and Hong Kong were in accumulated deficit as of December 31, 2018, 2019 and 2020. Accordingly, no deferred tax liability has been accrued for the PRC dividend withholding taxes that would be payable upon the distribution of those amounts to the Company as of December 31, 2018, 2019 and 2020.

12. Convertible bonds

On November 28, 2016, the Group's PRC subsidiary, Shanghai Yueyee, issued non-interest bearing convertible bonds (the "2016 Notes") with an aggregate principal amount of RMB200,000 and a maturity date of June 2018. Upon approval of ODI, the holders can at their option, to redeem the 2016 Notes in RMB and to purchase Series C-3 convertible redeemable preferred shares from the Company at US\$2.6532 per share in US dollars for an amount equivalent to the principal of the 2016 Notes. This option to subscribe for the convertible redeemable preferred shares is not a free-standing financial instrument, but in essence a conversion option embedded in the 2016 Notes as it can only be exercised together with the redemption of the Notes.

The Group determined the conversion feature of the convertible bond is not an embedded derivative and therefore bifurcation from the convertible bonds is not required. Further, there's no beneficial conversion feature associated with the conversion option as the effective conversion price was higher than the fair value of the underlying shares. The 2016 Notes were recorded as a liability in their entirety at amortized cost on the consolidated balance sheets.

Among 2016 Notes, RMB40,000 was converted into 2,255,380 Series C-3 convertible redeemable preferred shares at the contractual conversion price in 2018.

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

13. Convertible redeemable preferred shares

The following table summarizes changes in the carrying amount of the convertible redeemable preferred shares for the years ended December 31, 2018, 2019 and 2020:

	Series A Convertible redeemable preferred shares		Series B Convertible redeemable preferred shares		Series C Convertible redeemable preferred shares		Series D Convertible redeemable preferred shares		Series E Convertible redeemable preferred shares		Total	
	Number of shares	Amount	Number of shares	Amount	Number of shares	Amount	Number of shares	Amount	Number of shares	Amount	Number of shares	Amount
Balance as of January 1, 2018	9,497,040	83,565	7,586,836	78,445	23,615,873	475,106	—	—	—	—	40,699,749	637,116
Issuance	—	—	—	—	7,819,871	171,863	7,952,405	801,801	—	—	15,772,276	973,664
Subscription receivables	—	—	—	—	—	(16,697)	—	—	—	—	—	(16,697)
Exercise of the warrant	—	—	—	—	1,884,512	15,704	2,115,755	3,950	—	—	4,000,267	19,654
Accretion	—	154,939	—	123,143	—	395,947	—	204,290	—	—	—	878,319
Balance as of January 1, 2019	9,497,040	238,504	7,586,836	201,588	33,320,256	1,041,923	10,068,160	1,010,041	—	—	60,472,292	2,492,056
Issuance	—	—	—	—	—	—	—	—	30,021,942	3,693,326	30,021,942	3,693,326
Collection of Subscription Receivables	—	—	—	—	—	16,697	—	—	—	—	—	16,697
Accretion	—	123,459	—	94,078	—	335,372	—	(4,189)	—	329,279	—	877,999
Balance as of January 1, 2020	9,497,040	361,963	7,586,836	295,666	33,320,256	1,393,992	10,068,160	1,005,852	30,021,942	4,022,605	90,494,234	7,080,078
Issuance	—	—	—	—	—	—	—	—	4,203,072	495,318	4,203,072	495,318
Accretion	—	83,312	—	65,967	—	311,443	—	147,741	—	696,035	—	1,304,498
Balance as of December 31, 2020	9,497,040	445,275	7,586,836	361,633	33,320,256	1,705,435	10,068,160	1,153,593	34,225,014	5,213,958	94,697,306	8,879,894

AIHUISHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

13. Convertible redeemable preferred shares—(Continued)

The following table summarizes the issuance of convertible redeemable preferred shares up to December 31, 2020:

Series	Issuance date	Share Issued	Issue Price per Share	Proceeds from Issuance
A, B, C-1, C-2	August 31, 2012 ~ November 11, 2016	44,887,552	US\$0.21~US\$2.65	US\$63,902
C-3	June 26, 2018	1,884,512	US\$2.65	US\$5,000
C-3	December 7, 2018	7,819,871	US\$2.65	RMB138,688
D	July 5, 2018	2,115,755	US\$10.83	US\$22,917
D	July 5, 2018	7,952,405	US\$12.74	US\$101,340
E	June 3 ~ September 16, 2019	2,521,844	US\$17.84	US\$45,000
E	June 3, 2019	27,500,098	US\$0.70	US\$20,115
E+	September 4 ~ September 14, 2020	4,203,072	US\$17.84	US\$75,000

Key terms of the Series A, B, C-1, C-2, C-3, D, E convertible redeemable preferred shares are summarized as follows:

Dividend Rights

Each preferred share shall have the right to receive cumulative dividends, on an as-converted basis, when, as and if declared by the Board.

The order of distribution shall be made from holders of Series E convertible redeemable preferred shares, holders of Series D convertible redeemable preferred shares, holders of Series C-3 convertible redeemable preferred shares and holders of Series C-1 and C-2 convertible redeemable preferred shares, holders of Series B convertible redeemable preferred shares to holders of Series A convertible redeemable preferred shares. No dividend shall be paid on the ordinary shares at any time unless and until all dividends on the convertible redeemable preferred shares have been paid in full.

In the event the Company declares dividends, for holder of Series A convertible redeemable preferred shares, the non-cumulative is at the rate of 8% of issue price, for holder of Series B, C-1, C-2, C-3, D and E convertible redeemable preferred shares, the cumulative dividend is at the rate of 8% of issue price.

No dividends have been declared on the convertible redeemable preferred shares.

Liquidation Rights

Upon the occurrence of any liquidation or deemed liquidation event, whether voluntary or involuntary, all assets and funds of the Company legally available for distribution shall be distributed to the shareholders in the following order and manner:

Holders of convertible redeemable preferred shares of later series have preference to the distribution of assets or funds over holders of convertible redeemable preferred shares of earlier series and holders of ordinary shares, in the following sequence: Series E convertible redeemable preferred

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

13. Convertible redeemable preferred shares—(Continued)

Liquidation Rights—(Continued)

shares, holders of Series D convertible redeemable preferred shares, holders of Series C-3 convertible redeemable preferred shares and holders of Series C-1 and C-2 convertible redeemable preferred shares, holders of Series B convertible redeemable preferred shares to holders of Series A convertible redeemable preferred shares. The amount of preference will be equal to 150% of the issuance price plus any and all declared but unpaid dividends.

After distribution to the holder of convertible redeemable preferred shares the amount of preference, all remaining assets and funds of the Company available for distribution to the shareholders shall be distributed ratably among all the shareholders on a fully diluted basis.

Conversion Rights

The holders of the convertible redeemable preferred shares have the rights to convert of the preferred shares into ordinary shares at an initial conversion ratio of one for one at the option of the holders at any time. The initial conversion price is the issuance price of preferred shares, subject to adjustment in the event of (1) share split, share consolidation, share dividend or other similar event, and (2) issuance of new securities at a price per share less than the conversion price in effect on the date of or immediately prior to such issuance. In that case, the conversion price shall be reduced concurrently to the subscription price of such issuance. Each preferred share shall automatically be converted, into ordinary shares upon the closing of a Qualified IPO.

Voting rights

Each preferred share confers the right to receive notice of, attend and vote at any general meeting of members on an as-converted basis. The holders of the convertible redeemable preferred shares vote together with the ordinary shareholders, and not as a separate class or series, on all matters put before the shareholders.

Redemption rights

At the option of a holder of the convertible redeemable preferred shares, the Company shall redeem at the redemption price all or any part of the outstanding convertible redeemable preferred shares, upon breach of contract, or at any time after the redemption start date for each series of convertible redeemable preferred shares. The redemption start date is December 31, 2022 for all series of convertible redeemable preferred shares.

The redemption price equals to the greater of (1) the issue price with an twenty percent compound per annum for Series A and Series B, or ten percent simple per annum return for Series C-1, C-2 and C-3, Series D and Series E (if the period is less than one year, such return shall be calculated pro rata) to the redemption price payment date, plus all accrued or declared but unpaid dividends or (2) the fair market value of preferred shares.

Accounting of Convertible Redeemable Preferred Shares

The Company classified all preferred shares as mezzanine equity in the consolidated balance sheets because they are redeemable at the holders' option any time after a certain date and are

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

13. Convertible redeemable preferred shares—(Continued)

Accounting of Convertible Redeemable Preferred Shares—(Continued)

contingently redeemable upon the occurrence of certain liquidation events outside of the Company's control. The convertible redeemable preferred shares are recorded initially at fair value, net of issuance costs.

The Company records accretion on the convertible redeemable preferred shares to the redemption value from the issuance dates to the earliest redemption dates. The accretion, calculated as the current redemption value, is recorded against retained earnings, or in the absence of retained earnings, by charging against additional paid-in capital. Once additional paid-in capital has been exhausted, additional charges are recorded by increasing the accumulated deficit. The accretion of convertible redeemable preferred shares was RMB878,319, RMB877,999 and RMB1,304,498 for the years ended December 31, 2018, 2019 and 2020, respectively.

The Company determined that the embedded conversion features and the redemption features do not require bifurcation as they either are clearly and closely related to the convertible redeemable preferred shares or do not meet the definition of a derivative.

The Company has determined that there was no beneficial conversion feature attributable to all convertible redeemable preferred shares because the initial effective conversion prices of these convertible redeemable preferred shares were higher than the fair value of the Company's ordinary shares determined by the Company taking into account independent valuations.

14. Share based compensation

In order to provide additional incentives to employees and to promote the success of the Group's business, the Group adopted the share incentive plan since 2010, which permits the granting of share options to employees, and management of the Group. Additionally, the share incentive plan includes a condition where employees can only exercise vested options upon the occurrence of the Company's ordinary shares becoming listed securities, which substantially creates a performance condition ("IPO Condition") that has not been met. Therefore, since the adoption of the share incentive plan, the Group has not recognized any stock-based compensation expenses related to the options granted. The Group granted 4,696,068, 4,074,384 and 1,726,988 share options to certain of its employees in the 2018, 2019 and 2020, respectively. The options expire in ten years from the date of grant.

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

14. Share based compensation—(Continued)

In determining the fair value of the stock options, the binomial option pricing model was applied. The key assumptions used to determine the fair value of the options at the respective grant dates in 2018, 2018 and 2020 were as follows:

	For the years ended December 31,		
	2018	2019	2020
Expected volatility	47.59%~50.39%	45.98%~46.55%	47.28%~48.09%
Risk-free interest rate (per annum)	2.69%-3.06%	1.67%~2.41%	0.66%~0.92%
Exercise multiples	2.2~2.8	2.2~2.8	2.2~2.8
Expected dividend yield	0.00%	0.00%	0.00%
Fair value of underlying ordinary shares	RMB8.66~ RMB24.79	RMB24.37~ RMB39.06	RMB36.02~ RMB47.16
Fair value of share option	RMB5.11~ RMB24.15	RMB23.68~ RMB38.40	RMB35.37~ RMB46.53

The Group estimated expected volatility by reference to the historical price volatilities of ordinary shares of comparable companies over a period close to the contract term of the options. The Group estimated the risk free interest rate based on the yield to maturity of U.S. government bonds at grant date with a maturity period close to the contract term of options, adjusted by country risk differential between U.S. and China. As the Group has had no option exercise history, it estimated exercise multiples based on empirical research on typical employee stock option exercising behavior. The dividend yield was estimated as zero based on the plan to retain profit for corporate expansion and no dividend will be distributed in the near future. The Group determined the fair value of ordinary shares underlying each share option grant based on estimated equity value and allocation of it to each element of its capital structure.

The following table summarized the Group's share option activities under the Option Plans:

	Number of options	Weighted average exercise price RMB	Weighted average grant date fair value RMB	Weighted average remaining contractual life Years	Aggregate intrinsic value RMB
Outstanding as of December 31, 2017	9,837,147	0.96	2.09	7.81	73,759
Granted	4,696,068	0.83	11.79		
Forfeited	<u>(1,056,146)</u>	2.85	7.09		
Outstanding as of December 31, 2018	13,477,069	0.80	5.24	7.54	323,268
Granted	4,074,384	0.69	32.12		
Forfeited	<u>(1,608,313)</u>	2.06	9.04		
Outstanding as of December 31, 2019	15,943,140	0.66	11.88	7.16	593,890
Granted	1,726,988	0.68	40.90		
Forfeited	<u>(3,681,447)</u>	0.67	9.90		
Outstanding as of December 31, 2020	13,988,681	0.61	14.74	6.38	651,182
Expect to vest at December 31, 2020	13,988,681	0.61	14.74	6.38	651,182
Exercisable at December 31, 2020	—	—	—	—	—

As of December 31, 2020, share-based compensation of RMB91,755 would be recognized immediately if the IPO Condition had been met.

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

14. Share based compensation—(Continued)

As of December 31, 2020, there were RMB124,150 of total unrecognized compensation expenses related to options for the future period.

15. Net loss per share attributable to ordinary shareholders

Basic and diluted net loss per share for each of the year presented were calculated as follows. The Group had convertible redeemable preferred shares (Note 13), share options (Note 13) and convertible bonds (Note 12) which could potentially dilute basic earnings per ordinary share in the future. The calculation of diluted net loss per share does not include the effect of share options, conversions of convertible bonds and convertible redeemable preferred shares at total 84,855,392, 117,343,405 and 119,874,641 shares as for years ended December 31, 2018, 2019 and 2020 as the effect of the inclusion was anti-dilutive.

	Years ended December 31,		
	2018 RMB	2019 RMB	2020 RMB
Numerator:			
Net loss	(207,941)	(704,888)	(470,618)
Accretion to convertible redeemable preferred shares redemption value	(878,319)	(877,999)	(1,304,498)
Net loss attributable to ordinary shareholders of the Company	<u>(1,086,260)</u>	<u>(1,582,887)</u>	<u>(1,775,116)</u>
Denominator:			
Weighted average number of ordinary shares used in computing basic and diluted loss per ordinary share	19,405,981	18,782,620	18,782,620
Net loss per ordinary share basic and diluted	(55.98)	(84.27)	(94.51)

16. Statutory reserves and net restrictive assets

The Company's ability to pay dividends is primarily dependent on the Company receiving distributions of funds from its subsidiaries. Relevant PRC statutory laws and regulations permit payments of dividends by the Company's PRC subsidiaries, VIE and VIE subsidiaries incorporated in PRC only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. The consolidated results of operations reflected in the consolidated financial statements prepared in accordance with U.S. GAAP differ from those reflected in the statutory financial statements of the Company's subsidiaries.

Under PRC law, the Company's subsidiaries and consolidated VIEs located in the PRC (collectively referred as the ("PRC entities")) are required to provide for certain statutory reserves, namely a general reserve, an enterprise expansion fund and a staff welfare and bonus fund. The PRC entities are required to allocate at least 10% of their after tax profits on an individual company basis as determined under PRC accounting standards to the statutory reserve and has the right to discontinue allocations to the statutory reserve if such reserve has reached 50% of registered capital on an individual company basis. In addition, the paid-in capital of the PRC entities is also restricted.

The balance of restricted net assets was RMB183,429, RMB186,629 and RMB207,206 as of December 31, 2018, 2019 and 2020, respectively.

AIHUISHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

17. Related party transactions

The table below sets forth major related parties and their relationships with the Group:

<u>Company Name</u>	<u>Relationship with the Group</u>
JD and its subsidiaries ("JD Group")	A shareholder of the Group
Morningside China and its subsidiaries ("Morningside")	A shareholder of the Group
Baowu (Beijing) Technology Co., Ltd ("Baowu")	An investee of the Group
Beijing Xichen Technology Co., Ltd and its subsidiaries ("Xichen Group")	An investee of the Group
Fuzhou Ruifeng Renewable resources Co., Ltd ("Ruifeng")	An investee of the Group
Jinsong (Shanghai) Network Information Technology Co., Ltd ("Jinsong")	An investee of the Group
Manak Waste Management Private Limited ("Manak")	An investee of the Group
Shanghai Meda Information Technology Co., Ltd ("Meda")	An investee of the Group
Shanghai Yuekun Environmental Protection Technology Co., Ltd ("Yuekun")	A Subsidiary of an investee of the Group
Shanghai Yueqing Information Technology Co., Ltd ("Yueqing")	An investee of the Group
Shenzhen Aileyou Information Technology Co., Ltd ("Aileyou")	An investee of the Group
Shanghai Yueyie Network Information Technology Co., Ltd ("Yueyie")	An investee of the Group

For the years ended December 31, 2018, 2019 and 2020, significant related party transactions were as follows:

	<u>Years ended December 31,</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
	<u>RMB</u>	<u>RMB</u>	<u>RMB</u>
Net Service Revenue			
Consultation service provided to Manak	—	6,364	—
Net Product Revenue			
Products sold to Xichen Group	16,356	—	—
Merchandise costs			
Purchase from JD Group	—	8,073	25,440
Selling and marketing expenses			
Service received from JD Group	21,049	82,637	166,079
Service received from Aileyou	—	—	2,019
Interest income from loans provided to related parties	688	672	1,750

AIHUISHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

17. Related party transactions—(Continued)

	Years ended December 31,		
	2018 RMB	2019 RMB	2020 RMB
Amount due from related parties			
Loan to Jinsong	32,866	75,000	—
Loan to Yueqing	6,000	3,500	—
Loan to Meda	600	—	—
Loan to Yuekun	—	81,600	138,332
Loan to Aileyou	—	3,900	2,400
Repayments from Jinsong	26,069	81,797	—
Repayments from Yuekun	—	20,062	175,755
Repayments from Aileyou	—	1,520	2,911

As of December 31, 2018, 2019 and 2020, the amount due from/to related parties are as follows:

	As of December 31,		
	2018 RMB	2019 RMB	2020 RMB
Due from JD Group (3)	32,350	115,395	165,626
Due from Jinsong			
Loans provided to Jinsong	6,797	—	—
Other receivables from Jinsong	44,941	45,407	45,661
Due from Yueqing			
Loans provided to Yueqing (1)	6,000	9,500	9,500
Due from Xichen Group	10,000	7,000	3,500
Due from Ruifeng			
Loans provided to Ruifeng (1)	4,000	4,000	—
Due from Baowu	2,500	—	—
Due from Meda			
Loans provided to Meda (1)	1,200	600	—
Due from Yuekun			
Loans provided to Yuekun (1)	—	61,538	24,115
Other receivables from Yuekun	—	16,177	26,668
Due from Aileyou			
Loans provided to Aileyou	—	2,380	1,869
Other receivables from Aileyou	—	3,230	12,217
	<u>107,788</u>	<u>265,227</u>	<u>289,156</u>
Due to JD Group			
Prepaid subscription from JD Group (4)	—	—	35,000
Other payables to JD Group (2)	7,975	74,218	44,688
Due to Morningside			
Convertible loan due to Morningside	33,423	33,423	33,423
Loan from Jinsong	250	223	—
Due to Manak	6,177	—	—
Due to Aileyou	—	—	1,384
Due to Yuekun	—	—	118
Due to Yueyie	—	—	56
	<u>47,825</u>	<u>107,864</u>	<u>114,669</u>

AIHUI SHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

17. Related party transactions—(Continued)

- (1) In relation to the loans provided to Yueqing, Ruifeng and Yuekun, the Group signed one year agreement and charged them with interest rate of 8%, 12% and 7% respectively. Loans to other related parties are interest free and due on demand. The Founder has provide guarantee on loans to Yuekun, and the loans were collateralized by his shareholdings in the Company. The Group recorded provision of allowance for amount due from Ruifeng and Meda of RMB4,000 and RMB600, respectively, for the year ended December 31, 2020.
- (2) Other payables to JD Group mainly includes channel commissions payable to JD Group.
- (3) Amount due from JD Group includes funds receivables from payment service providers of JD Group, and cash collected by JD Group from third party merchants on behalf of the Group.
- (4) The amount represents RMB35,000 prepaid subscription from an entity of JD Group for Series E convertible redeemable preferred shares. The issuance of preferred shares is upon ODI approval, otherwise the amount will be refunded to the investor.

18. Commitments and contingencies

Operating lease commitments

The Group has leased office and store premises under operating lease agreements for the periods from 2021 to 2023.

Rental expenses amounted to RMB44,571, RMB83,093 and RMB87,681 for the years ended December 31, 2018, 2019 and 2020, respectively. Rental expenses are charged to the consolidated statements of operations and comprehensive loss when incurred.

Future minimum lease payment under non-cancelable operating lease agreements are as follow:

	<u>As of December 31,</u> <u>2020</u> <u>RMB</u>
2021	9,808
2022	5,011
2023	2,588
	<u>17,407</u>

The Group has no future minimum lease payments in 2024 and thereafter.

Contingencies

The Group is subject to periodic legal or administrative proceedings in the ordinary course of business. The Group does not have any pending legal or administrative proceeding to which the Group is a party that will have a material effect on its business or financial condition.

19. Subsequent events

The Group has evaluated subsequent events through March 17, 2021, which is the date when the consolidated financial statements were issued.

AIHUISHOU INTERNATIONAL CO. LTD.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
FOR THE YEARS ENDED DECEMBER 31, 2018, 2019 AND 2020
(Amounts in thousands, except for share, per share data or otherwise noted)

19. Subsequent events—(Continued)

On February 8, 2021, some of the 2016 and 2017 Notes holders have obtained ODI approval and accordingly, RMB103,423 has been redeemed and the Group has issued an aggregated of 5,831,426 shares of Series C-3 convertible redeemable preferred shares for consideration of US dollar equivalent to RMB103,423.

On February 8, 2021, the Group issued 403,747 shares of Series E convertible redeemable preferred shares for an aggregate consideration of US dollar equivalent of RMB50,000 to Refresher Limited, upon its ODI approval. The amount was prepaid to the Group and included in the balance of accrued expenses and other current liabilities (Note 10) as of December 31, 2020.

SCHEDULE I—ADDITIONAL INFORMATION OF THE PARENT COMPANY
AIHUI SHOU INTERNATIONAL CO. LTD.
CONDENSED BALANCE SHEETS
(Amounts in thousands, except for share, per share data or otherwise noted)

	Year ended December 31,		
	2018 RMB	2019 RMB	2020 RMB
ASSETS			
Current assets:			
Cash and cash equivalents	117,342	2,220	76,865
Prepayments and other receivables	—	—	3,500
Total current assets	117,342	2,220	80,365
Non-current assets:			
Investments in subsidiaries' and VIE's subsidiaries	518,965	3,638,854	3,654,880
Total Non-current assets	518,965	3,638,854	3,654,880
Total ASSETS	636,307	3,641,074	3,735,245
LIABILITIES			
Current liabilities:			
Short-term borrowings			29,906
Other payable	—	—	4,500
Total current liabilities	—	—	34,406
Non-current liabilities:			
Long-term borrowings	—	—	32,624
Total non-current liabilities	—	—	32,624
Total LIABILITIES	—	—	67,030
CONVERTIBLE REDEEMABLE PREFERRED SHARES (total redemption value of, RMB3,251,753, and RMB9,834,318 and RMB10,886,220 as of December 31, 2018, 2019 and 2020, respectively)	2,492,056	7,080,078	8,879,894
Shareholders' deficit			
Ordinary shares (US\$0.001 par value, 89,527,708, 209,505,766 and 192,499,052 shares authorized, 18,782,620 shares issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)	11	11	11
Accumulated deficit	(1,855,770)	(3,438,657)	(5,213,773)
Accumulated other comprehensive income	10	(358)	2,083
Total shareholders' deficit	(1,855,749)	(3,439,004)	(5,211,679)
TOTAL LIABILITIES, CONVERTIBLE REDEEMABLE PREFERRED SHARES AND SHAREHOLDERS' DEFICIT	636,307	3,641,074	3,735,245

SCHEDULE I—ADDITIONAL INFORMATION OF THE PARENT COMPANY
AIHUI SHOU INTERNATIONAL CO. LTD.
CONDENSED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(Amounts in thousands, except for share, per share data or otherwise noted)

	Year ended December 31,		
	2018	2019	2020
	RMB	RMB	RMB
Net revenues	—	—	—
Expenses and income (loss)			
General and administrative expenses	—	—	(1,000)
Interest income	141	1,929	6
Other (loss) income, net	(1,024)	3,971	(19,844)
Fair value change in warrant liabilities	23,781	—	—
Equity in losses of subsidiaries, VIE and VIE's subsidiaries	(230,839)	(710,788)	(449,780)
Net loss attributable to the Company	(207,941)	(704,888)	(470,618)
Accretion of convertible redeemable preferred shares	(878,319)	(877,999)	(1,304,498)
Net loss available to ordinary shareholders	(1,086,260)	(1,582,887)	(1,775,116)

SCHEDULE I—ADDITIONAL INFORMATION OF THE PARENT COMPANY
AIHUISHOU INTERNATIONAL CO. LTD.
CONDENSED STATEMENTS OF CASH FLOWS
(Amounts in thousands, except for share, per share data or otherwise noted)

	Year ended December 31,		
	2018	2019	2020
	RMB	RMB	RMB
Cash used in operating activities	—	—	—
Cash flows from investing activities:			
Investment in subsidiaries' and VIE's subsidiaries	(817,875)	(584,758)	(500,551)
Cash used in investing activities	(817,875)	(584,758)	(500,551)
Cash flows from financing activities:			
Proceeds from long-term borrowings	—	—	65,200
Repayment for short-term borrowings	—	—	(2,719)
Proceeds from issuance of convertible redeemable preferred shares	979,539	469,636	512,715
Payment for convertible redeemable preferred shares issuance costs	(22,572)	—	—
Repurchase of ordinary shares	(22,077)	—	—
Cash provided by financing activities	934,890	469,636	575,196
Net increase (decrease) in cash, cash equivalents	117,015	(115,122)	74,645
Cash, cash equivalent at the beginning of the year	327	117,342	2,220
Cash, cash equivalent at the end of the year	117,342	2,220	76,865
Supplemental disclosure of non-cash investing and financing activities:			
Issuance of convertible redeemable preferred shares in connection with Paipai acquisition from JD Group (Note 3), accounted for as deemed contribution to the subsidiaries, VIE and VIE' subsidiaries	—	3,242,245	—

SCHEDULE I
NOTES TO CONDENSED FINANCIAL INFORMATION OF PARENT COMPANY

1. Schedule I has been provided pursuant to the requirements of Rule 12-04(a) and 5-04(c) of Regulation S-X, which require condensed financial information as to the financial position, changes in financial position and results of operations of a parent company as of the same date and for the same period for which audited consolidated financial statements have been presented when the restricted net assets of consolidated subsidiaries exceed 25 percent of consolidated net assets as of the end of the most recently completed fiscal year.

2. The condensed financial information has been prepared using the same accounting policies as set out in the consolidated financial statements except that the equity method has been used to account for investments in its subsidiaries and VIE. For the parent company, the Company records its investments in subsidiaries and VIE under the equity method of accounting as prescribed in ASC 323, Investments—Equity Method and Joint Ventures. Such investments are presented on the Condensed Balance Sheet as “Investments in subsidiaries and VIE” or and the subsidiaries and VIE’ profit or loss as “Loss from equity in earnings of subsidiaries and VIE” on the Condensed Statements of Comprehensive Income (loss). Ordinarily under the equity method, an investor in an equity method investee would cease to recognize its share of the losses of an investee once the carrying value of the investment has been reduced to nil absent an undertaking by the investor to provide continuing support and fund losses. For the purpose of this Schedule I, the parent company has continued to reflect its share, based on its proportionate interest, of the losses of subsidiaries and VIE regardless of the carrying value of the investment even though the parent company is not obligated to provide continuing support or fund losses.

3. Besides the long-term borrowings entered during the year ended December 31, 2020, there were no other material contingencies, significant provisions of long-term obligations, guarantees of the Company for the years ended December 31, 2018, 2019 and 2020.

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PART II**Information not Required in Prospectus****Item 6. Indemnification of Directors and Officers.**

Cayman Islands law does not limit the extent to which a company's 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.

The post-offering memorandum and articles of association that we expect to adopt and to become effective immediately prior to the completion of this offering provide that we shall indemnify our directors and officers (each an indemnified person) against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such indemnified person, other than by reason of such person's own 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 indemnified person 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.

Pursuant to the indemnification agreements, the form of which is filed as Exhibit 10.2 to this registration statement, we 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 such a director or officer.

The underwriting agreement, the form of which will be filed as Exhibit 1.1 to this registration statement, will also provide indemnification for us and our officers and directors for certain liabilities.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to 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.

Item 7. Recent Sales of Unregistered Securities.

In the past three years, we have issued the following securities (including options to acquire our ordinary shares and restricted share units). We believe that each of the following issuances was exempt from registration under the Securities Act pursuant to Section 4(2) of the Securities Act regarding transactions not involving a public offering or in reliance on Regulation S under the Securities Act regarding sales by an issuer in offshore transactions. No underwriters were involved in these issuances of securities.

<u>Securities/Purchaser</u>	<u>Date of Issuance</u>	<u>Number of Securities</u>	<u>Consideration</u>
Series C-3 preferred shares			
Euro Eco Limited	June 26, 2018	1,884,512	US\$5,000,000
YYT Capital Inc.	December 7, 2018	563,845	US\$ equivalent of RMB10,000,000
Qianhai Ark (Cayman) Investment Co. Limited	December 7, 2018	1,691,535	US\$ equivalent of RMB30,000,000

[Table of Contents](#)

Securities/Purchaser	Date of Issuance	Number of Securities	Consideration
JD.com Development Limited	December 7, 2018	5,564,491	US\$ equivalent of RMB98,688,292
Shanghai Chenxi Venture Capital Center (Limited Partnership)	February 8, 2021	1,884,511	US\$ equivalent of RMB33,422,500
Shenzhen Tiantu Xingli Investment Enterprise (Limited Partnership)	February 8, 2021	3,383,070	US\$ equivalent of RMB60,000,000
Shanghai Jinglin Jinghui Equity Investment Center (Limited Partnership)	February 8, 2021	563,845	US\$ equivalent of RMB10,000,000
Qianhai Fund of Fund Equity Investment (Shenzhen) Co., Ltd.	February 8, 2021	1,262,446	US\$ equivalent of RMB22,389,948
Series D-1 preferred shares			
JD.com Development Limited	July 5, 2018	2,115,755	US\$22,917,594
Series D-2 preferred shares			
Internet Fund IV Pte. Ltd.	July 5, 2018	7,952,405	US\$101,340,522
Series E preferred shares			
Generation Mu HK Investment Limited	June 3, 2019	560,410	US\$10,000,000
Internet Fund IV Pte. Ltd.	June 3, 2019	560,410	US\$10,000,000
JD.com Development Limited	June 3, 2019	27,500,098	US\$20,114,688, JD Group's Paipai secondhand business, and certain exclusive traffic resources
Fresh Capital Fund I, L.P.	August 24, 2019	280,205	US\$5,000,000
Tiantu China Consumer Fund II, L.P.	August 16, 2019	280,205	US\$5,000,000
Morningside China TMT Fund II, L.P.	September 16, 2019	840,614	US\$15,000,000
Guotai Junan Finance (Hong Kong) Limited	September 9, 2020	1,401,024	US\$25,000,000
JD.com Development Limited	September 14, 2020	2,802,048	US\$50,000,000
Refresher Limited	February 8, 2021	403,747	US\$ equivalent of RMB50,000,000
Series E Convertible Loans			
Tianjin Huihe Haihe Intelligent Logistics Industry Fund Partnership (Limited Partnership)	September 4, 2020	Convertible to 282,623 Series E preferred shares	RMB35,000,000
Ningbo Qingyu Investment Management Co., Ltd.	September 4, 2020	Convertible to 403,747 Series E preferred shares	RMB50,000,000

Table of Contents

<u>Securities/Purchaser</u>	<u>Date of Issuance</u>	<u>Number of Securities</u>	<u>Consideration</u>
Zibo Minsheng Ouming Equity Investment Partnership (Limited Partnership)	November 19, 2020	Convertible to 807,494 Series E preferred shares	RMB100,000,000
Ordinary Shares			
Shanghai Jinglin Jinghui Equity Investment Center (Limited Partnership)	February 8, 2021	992,513	US\$ equivalent of RMB30,000,000
Warrant			
InnoVen Capital China Pte. Ltd.	December 9, 2020	Certain number of Series E preferred shares depending on the subscription price	US\$1,000,000
Options			
Certain directors, officers and employees	May 11, 2010 to April 13, 2021	Options to purchase 19,728,141 ordinary shares and 2,964,091 restricted share units	Exercise prices ranging from US\$0.03 per share to US\$2.8 per share

Item 8. Exhibits and Financial Statement Schedules.

(a) Exhibits

See Exhibit Index beginning on page II-5 of this registration statement.

The agreements included as exhibits to this registration statement contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties were made solely for the benefit of the other parties to the applicable agreement and (i) were not intended to be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate; (ii) may have been qualified in such agreement by disclosure that was made to the other party in connection with the negotiation of the applicable agreement; (iii) may apply contract standards of "materiality" that are different from "materiality" under the applicable securities laws; and (iv) were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement.

We acknowledge that, notwithstanding the inclusion of the foregoing cautionary statements, we are responsible for considering whether additional specific disclosure of material information regarding material contractual provisions is required to make the statements in this registration statement not misleading.

(b) Financial Statement Schedules

Schedules have been omitted because the information required to be set forth therein is not applicable or is shown in the Consolidated Financial Statements or the Notes thereto.

Item 9. Undertakings.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in

Table of Contents

Item 6, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

- (1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
- (2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

AIHUISHOU INTERNATIONAL CO. LTD.

Exhibit Index

<u>Exhibit Number</u>	<u>Description of Document</u>
1.1*	Form of Underwriting Agreement
3.1*	Amended and Restated Memorandum and Articles of Association of the Registrant, as currently in effect
3.2*	Form of Amended and Restated Memorandum and Articles of Association of the Registrant, effective immediately prior to the closing of this offering
4.1*	Registrant's Specimen American Depositary Receipt (included in Exhibit 4.3)
4.2*	Registrant's Specimen Certificate for Ordinary Shares
4.3*	Form of Deposit Agreement, among the Registrant, the depositary and the holders and beneficial owners of American Depositary Shares issued thereunder
4.4*	Seventh Amended and Restated Shareholders Agreement among the Registrant and other parties thereto dated September 4, 2020
5.1*	Opinion of Maples and Calder (Hong Kong) LLP regarding the validity of the ordinary shares being registered and certain Cayman Islands tax matters
8.1*	Opinion of Maples and Calder (Hong Kong) LLP regarding certain Cayman Islands tax matters (included in Exhibit 5.1)
8.2*	Opinion of Han Kun Law Offices regarding certain PRC tax matters (included in Exhibit 99.2)
10.1	Amended and Restated Share Incentive Plan
10.2	2021 Share Incentive Plan
10.3*	Form of Indemnification Agreement between the Registrant and its directors and executive officers
10.4*	Form of Employment Agreement between the Registrant and its executive officers
10.5	English translation of the Exclusive Technology Consulting and Management Service Agreement dated August 31, 2012 between Shanghai Aihui and Shanghai Wanwuxinsheng
10.6	English translation of the Fifth Supplemental Agreement to the Exclusive Technology Consulting and Management Service Agreement dated March 12, 2021 between Shanghai Aihui and Shanghai Wanwuxinsheng
10.7	English translation of the Business Operation Agreement dated August 31, 2012 among Shanghai Aihui, Shanghai Wanwuxinsheng and the shareholders of Shanghai Wanwuxinsheng
10.8	English translation of the Third Amended and Restated Option Purchase Agreement dated December 7, 2020 among Shanghai Aihui, Shanghai Wanwuxinsheng and Mr. Kerry Xuefeng Chen
10.9	English translation of the Third Amended and Restated Option Purchase Agreement dated December 7, 2020 among Shanghai Aihui, Shanghai Wanwuxinsheng and Mr. Wenjun Sun
10.10	English translation of the Third Amended and Restated Share Pledge Agreement dated December 7, 2020 among Shanghai Aihui and the shareholders of Shanghai Wanwuxinsheng
10.11	English translation of the Voting Proxy Agreement dated August 31, 2012 among Shanghai Aihui, Shanghai Wanwuxinsheng and the shareholders of Shanghai Wanwuxinsheng

Table of Contents

<u>Exhibit Number</u>	<u>Description of Document</u>
10.12	English translation of the Amended and Restated Power of Attorney dated March 12, 2021 executed by Mr. Kerry Xuefeng Chen
10.13	English translation of the Amended and Restated Power of Attorney dated March 12, 2021 executed by Mr. Wenjun Sun
10.14	English translation of the Exclusive Business Cooperation Agreement between Shanghai Aihui and Shenzhen Lvchuang dated June 19, 2019
10.15	English translation of the Share Pledge Agreement among Shanghai Aihui, Shenzhen Lvchuang and the shareholder of Shenzhen Lvchuang dated June 19, 2019,
10.16	English translation of the Exclusive Option Purchase Agreement among Shanghai Aihui, Shenzhen Lvchuang and the shareholder of Shenzhen Lvchuang dated June 19, 2019,
10.17	English translation of the Power of Attorney executed by the shareholder of Shenzhen Lvchuang on June 19, 2019
10.18	Amended and Restated Business Cooperation Agreement dated March 17, 2021 between JD.com, Inc. and the Registrant
10.19*	Series E Preferred Share Purchase Agreement dated June 3, 2019 among Generation Mu HK Investment Limited, Internet Fund IV Pte. Ltd., Tiantu China Consumer Fund II, L.P., Fresh Capital Fund I, L.P. and Morningside China TMT Fund II, L.P., the Registrant and other parties thereto
10.20*	Series E Preferred Share Purchase Agreement dated June 3, 2019 among JD.com, Inc., JD.com Development Limited, the Registrant and other parties thereto
10.21*	Follow-on Series E Preferred Share Purchase Agreement dated September 4, 2020 among Guotai Junan Finance (Hong Kong) Limited, JD.com Development Limited, Tianjin Huihe Haihe Intelligent Logistics Industry Fund Partnership (Limited Partnership), Shanghai Zhengmu Investment Center (Limited Partnership) and Ningbo Qingyu Investment Management Co., Ltd., the Registrant and other parties thereto
10.22*	Convertible Loan Agreements dated September 4, 2020 among Tianjin Huihe Haihe Intelligent Logistics Industry Fund Partnership (Limited Partnership), Shanghai Zhengmu Investment Center (Limited Partnership) and Ningbo Qingyu Investment Management Co., Ltd., Shanghai Wanwuxinsheng and the Registrant
10.23*	Amendment to the Follow-On Series E Preferred Share Purchase Agreement dated as of November 19, 2020 among Zibo Minsheng Ouming Equity Investment Partnership (Limited Partnership), Guotai Junan Finance (Hong Kong) Limited, JD.com Development Limited, Tianjin Huihe Haihe Intelligent Logistics Industry Fund Partnership (Limited Partnership), Shanghai Zhengmu Investment Center (Limited Partnership) and Ningbo Qingyu Investment Management Co., Ltd., the Registrant and other parties thereto
10.24*	Convertible Loan Agreement dated November 19, 2020 among Zibo Minsheng Ouming Equity Investment Partnership (Limited Partnership), the Registrant and Shanghai Wanwuxinsheng
10.25*	Warrant Instrument dated December 9, 2020 between InnoVen Capital China Pte. Ltd. and the Registrant
10.26*	Share Repurchase Agreement dated February 8, 2021 between C&XF Group Limited and the Registrant
10.27*	Share Repurchase Agreement dated February 8, 2021 between Qianhai Ark (Cayman) Investment Co. Limited and the Registrant
10.28*	Share Purchase Agreement dated April 20, 2021 between the Registrant and Series F investors

[Table of Contents](#)

<u>Exhibit Number</u>	<u>Description of Document</u>
21.1	Principal Subsidiaries of the Registrant
23.1*	Consent of Deloitte Touche Tohmatsu, an independent registered public accounting firm
23.2*	Consent of Maples and Calder (Hong Kong) LLP (included in Exhibit 5.1)
23.3*	Consent of Han Kun Law Offices (included in Exhibit 99.2)
24.1*	Powers of Attorney (included on signature page)
99.1*	Code of Business Conduct and Ethics of the Registrant
99.2*	Opinion of Han Kun Law Offices regarding certain PRC law matters
99.3*	Consent of China Insights Consultancy

* To be filed by amendment.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in _____, China, on _____, 2021.

AiHuiShou International Co. Ltd.

By: _____
Name: Kerry Xuefeng Chen
Title: Chairman of the Board of Directors and
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints each of Kerry Xuefeng Chen and Chen Chen as attorney-in-fact with full power of substitution for him or her in any and all capacities to do any and all acts and all things and to execute any and all instruments which said attorney and agent may deem necessary or desirable to enable the registrant to comply with the Securities Act of 1933, as amended (the "Securities Act"), and any rules, regulations and requirements of the Securities and Exchange Commission thereunder, in connection with the registration under the Securities Act of ordinary shares of the registrant (the "Shares"), including, without limitation, the power and authority to sign the name of each of the undersigned in the capacities indicated below to the Registration Statement on Form F-1 (the "Registration Statement") to be filed with the Securities and Exchange Commission with respect to such Shares, to any and all amendments or supplements to such Registration Statement, whether such amendments or supplements are filed before or after the effective date of such Registration Statement, to any related Registration Statement filed pursuant to Rule 462(b) under the Securities Act, and to any and all instruments or documents filed as part of or in connection with such Registration Statement or any and all amendments thereto, whether such amendments are filed before or after the effective date of such Registration Statement; and each of the undersigned hereby ratifies and confirms all that such attorney and agent shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on _____, 2021.

<u>Signature</u>	<u>Title</u>
_____ Kerry Xuefeng Chen	Co-founder, Chairman of the Board of Directors and Chief Executive Officer (Principal Executive Officer)
_____ Wenjun Sun	Co-founder and Director
_____ Jianming Shi	Director
_____ Kanglin Li	Director
_____ Pengfei Wang	Director
_____ Yongliang Wang	Director
_____ Lei Xu	Director
_____ Xiaobing Yan	Director
_____ Yuen Chiu	Director
_____ Chen Chen	Chief Financial Officer (Principal Financial and Accounting Officer)

SIGNATURE OF AUTHORIZED REPRESENTATIVE IN THE UNITED STATES

Pursuant to the Securities Act of 1933, the undersigned, the duly authorized representative in the United States of AiHuiShou International Co. Ltd., has signed this registration statement or amendment thereto in _____ on _____, 2021.

Authorized U.S. Representative

By: _____
Name:
Title:

AIHUI SHOU INTERNATIONAL CO. LTD.

**AMENDED AND RESTATED
SHARE INCENTIVE PLAN**

Adopted on March 29, 2016

AMENDED AND RESTATED SHARE INCENTIVE PLAN

(Adopted by the Company's Board of Directors on March 29, 2016)

1. PURPOSE OF THE PLAN

The purpose of this Plan is to promote the success of the Company and the interests of its shareholders by providing a means through which the Company may grant equity-based incentives to attract, motivate, retain and reward certain officers, employees, directors and other eligible persons and to further link the interests of Award recipients with those of the Company's shareholders generally.

2. ADMINISTRATION

2.1 Administrator. This Plan shall be administered by and all Awards under this Plan shall be authorized by the Administrator. The "Administrator" means the Board or the Compensation Committee of the Board to administer all or certain aspects of this Plan. Any such committee shall be comprised solely of one or more directors or such number of directors as may be required under applicable law and the Memorandum and Articles of Association of the Company. A committee may delegate some or all of its authority to another committee so constituted. The Board or a committee comprised solely of directors may also delegate, to the extent permitted by the Companies Law of the Cayman Islands and any other applicable law, to one or more officers of the Company, its powers under this Plan (a) to designate the officers and employees of the Company and its Affiliates who will receive grants of Awards under this Plan, and (b) to determine the number of shares subject to, and the other terms and conditions of, such Awards. The Board may delegate different levels of authority to different committees with administrative and grant authority under this Plan. Unless otherwise provided in the Memorandum and Articles of Association of the Company or the applicable charter of any Administrator: (a) a majority of the members of the acting Administrator shall constitute a quorum, and (b) the vote of a majority of the members present assuming the presence of a quorum or the unanimous written consent of the members of the Administrator shall constitute action by the acting Administrator.

2.2 Plan Awards; Interpretation; Powers of Administrator. Subject to the express provisions of this Plan, the Administrator is authorized and empowered to do all things it deems necessary or desirable in connection with the authorization of Awards and the administration of this Plan (in the case of a committee or delegation to one or more officers, within the authority delegated to that committee or person(s)), including, without limitation, the authority to:

- (a) determine eligibility and, from among those persons determined to be eligible, the particular Eligible Persons who will receive Awards;
- (b) grant Awards to Eligible Persons, determine the price and number of securities to be offered or awarded to any of such persons, determine the other specific terms and conditions of Awards consistent with the express limits of this Plan, establish the installments (if any) in which such Awards will become exercisable or will vest (which may include, without limitation, performance and/or time-based schedules) or determine that no delayed exercisability or vesting is required, establish any applicable performance targets, and establish the events of termination or reversion of such Awards;
- (c) approve the forms of Award Agreements, which need not be identical either as to type of Award or among Participants;

- (d) construe and interpret this Plan and any Award Agreement or other agreements defining the rights and obligations of the Company, its Affiliates, and Participants under this Plan, make factual determinations with respect to the administration of this Plan, further define the terms used in this Plan, and prescribe, amend and rescind rules and regulations relating to the administration of this Plan or the Awards;
- (e) cancel, modify, or waive the Company's rights with respect to, or modify, discontinue, suspend, or terminate any or all outstanding Awards, subject to any required consent under Section 7.7.4;
- (f) accelerate or extend the vesting or exercisability or extend the term of any or all outstanding Awards (within the maximum ten-year term of Awards under Sections 5.4.2 and 6.5) in such circumstances as the Administrator may deem appropriate (including, without limitation, in connection with a termination of employment or services or other events of a personal nature);
- (g) determine Fair Market Value for purposes of this Plan and Awards;
- (h) determine the duration and purposes of leaves or absence that may be granted to Participants without constituting a termination of their employment for purposes of this Plan; and
- (i) determine whether, and the extent to which, adjustments are required pursuant to Section 7.3 hereof and authorize the termination, conversion, substitution or succession of awards upon the occurrence of an event of the type described in Section 7.3.

2.3 Binding Determinations. Any action taken by, or inaction of, the Company, any Affiliate, the Board or the Administrator relating or pursuant to this Plan or under applicable law shall be within the absolute discretion of that entity or body and shall be conclusive and binding upon all persons. Neither the Board nor the Administrator, nor any member thereof or person acting at the direction thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with this Plan (or any Award), and all such persons shall be entitled to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under any directors and officers liability insurance coverage that may be in effect from time to time.

3. ELIGIBILITY

Awards may be granted under this Plan only to those persons that the Administrator determines to be Eligible Persons. An "**Eligible Person**" means any person who qualifies as one of the following at the time of grant of the respective Award:

- (a) an officer (whether or not a director) or employee of the Company or any of its Affiliates;
- (b) any member of the Board; or
- (c) any director of one of the Company's Affiliates, or any individual consultant or advisor who renders or has rendered bona fide services (other than services in connection with the offering or sale of securities of the Company or one of its Affiliates, as applicable, in a capital raising transaction or as a market maker or promoter of that entity's securities) to the Company or one of its Affiliates.

An advisor or consultant may be selected as an Eligible Person pursuant to clause (e) above only if such person's participation in this Plan would not adversely affect (1) the Company's eligibility to rely on an exemption from registration under the Securities Act for the offering of shares issuable under this Plan by the Company, such as under Rule 701, or (2) the Company's compliance with any other applicable laws.

An Eligible Person may, but need not, be granted one or more Awards pursuant to Section 5. An Eligible Person who has been granted an Award under this Plan may, if otherwise eligible, be granted additional Awards under this Plan if the Administrator so determines. However, a person's status as an Eligible Person is not a commitment that any Award will be granted to that person under this Plan.

Each Award granted under this Plan must be approved by the Administrator at or prior to the grant of the Award.

For purpose of properly rewarding each Eligible Person in proportion to his or her contribution to the success of the Company and its Affiliates, the Awards granted under this Plan will be classified into three categories, which consist of (a) the Awards granted to the officers, employees or directors who rendered the most outstanding performance at work ("Class A Award"), (b) the Awards granted to the officers or employees above the management tier of the Company or its Affiliates other than the persons eligible for Class A Award ("Class B Award"), and (c) the Awards granted to the officers or employees below the management tier of the Company or its Affiliates ("Class C Award").

4. SHARES SUBJECT TO THE PLAN

4.1 Shares Available. Subject to the provisions of Section 7.3.1, the shares that may be delivered under this Plan will be the Company's authorized but unissued Ordinary Shares. The Ordinary Shares issued and delivered may be issued and delivered for any lawful consideration.

4.2 Share Limits. Subject to the provisions of Section 7.3.1 and further subject to the share counting rules of Section 4.3, the maximum number of Ordinary Shares that may be delivered pursuant to Awards granted under this Plan will not exceed 11,307,067 shares (the "**Share Limit**") in the aggregate.* As required under U.S. Treasury Regulation Section 1.422-2(b)(3)(i), in no event will the number of Ordinary Shares that may be delivered pursuant to Incentive Stock Options granted under this Plan exceed the Share Limit.

4.3 Replenishment and Reissue of Unvested Awards. To the extent that an Award is settled in cash or a form other than Ordinary Shares, the shares that would have been delivered had there been no such cash or other settlement shall not be counted against the shares available for issuance under this Plan. No Award may be granted under this Plan unless, on the Award Date, the sum of (a) the maximum number of Ordinary Shares issuable at any time pursuant to such Award, plus (b) the number of Ordinary Shares that have previously been issued pursuant to Awards granted under this Plan, plus (c) the maximum number of Ordinary Shares that may be issued at any time after such Award Date pursuant to Awards that are outstanding on such date, does not exceed the Share Limit. Notwithstanding the foregoing, Ordinary Shares that are subject to or underlie Options granted under this Plan that expire or for any reason are canceled or terminated without having been exercised (or Ordinary Shares subject to or underlying the unexercised portion of such Options in the case of Options that were partially exercised), as well as Ordinary Shares that are subject to Share Awards made under this Plan that are forfeited to the Company or otherwise repurchased by the Company prior to the vesting of such shares for a price not greater than the original purchase or issue price of such shares (as adjusted pursuant to Section 7.3.1) will again, except to the extent prohibited by law or applicable listing or regulatory requirements (and subject to any applicable limitations of the Code in the case of Awards intended to be Incentive Stock Options), be available for subsequent Award grants under this Plan. Shares that are exchanged by a Participant or withheld by the Company as full or partial payment in connection with any Award under this Plan, as well as any shares exchanged by a Participant or withheld by the Company or one of its Affiliates to satisfy the tax withholding obligations related to any Award, shall be available for subsequent awards under this Plan.

* Award grants (including the number of shares subject to Awards granted) must be structured to satisfy the requirements of Rule 701 promulgated under the Securities Act and applicable "blue sky" laws. Unless a higher percentage is approved by at least two-thirds of the outstanding shares entitled to vote, at no time shall the total number of shares subject to this Plan exceed a number of shares which is equal to 30% of the then-outstanding number of the Company's Ordinary Shares (convertible preferred or convertible senior Ordinary Shares will be counted on an as if converted basis).

4.4 Reservation of Shares. The Company shall at all times reserve a number of Ordinary Shares sufficient to cover the Company's obligations and contingent obligations to deliver shares with respect to Awards then outstanding under this Plan.

5. OPTION GRANT PROGRAM

5.1 Option Grants in General. Each Option shall be evidenced by an Award Agreement in the form approved by the Administrator. The Award Agreement evidencing an Option shall contain the terms established by the Administrator for that Option, as well as any other terms, provisions, or restrictions that the Administrator may impose on the Option or any Ordinary Shares subject to the Option; in each case subject to the applicable provisions and limitations of this Section 5 and the other applicable provisions and limitations of this Plan. The Administrator may require that the recipient of an Option promptly execute and return to the Company his or her Award Agreement evidencing the Option. In addition, the Administrator may require that the spouse of any married recipient of an Option also promptly execute and return to the Company the Award Agreement evidencing the Option granted to the recipient or such other spousal consent form that the Administrator may require in connection with the grant of the Option.

5.2 Types of Options. The Administrator will designate each Option granted under this Plan to a U.S. resident as either an Incentive Stock Option or a Nonqualified Option, and such designation shall be set forth in the applicable Award Agreement. Any Option granted under this Plan to a U.S. resident that is not expressly designated in the applicable Award Agreement as an Incentive Stock Option will be deemed to be designated a Nonqualified Option under this Plan and not an "incentive stock option" within the meaning of Section 422 of the Code. Incentive Stock Options shall be subject to the provisions of Section 5.5 in addition to the provisions of this Plan applicable to Options generally. The Administrator may designate any Option granted under this Plan to a non-U.S. resident in accordance with the rules and regulations applicable to options in the jurisdiction in which such person is a resident. The Administrator may, in its discretion, designate any Option as an Accelerated Option pursuant to Section 5.9.

5.3 Option Price.

5.3.1 Pricing Limits. Subject to the following provisions of this Section 5.3.1, the Administrator will determine the purchase price per share of the Ordinary Shares covered by each Option (the "exercise price" of the Option) at the time of the grant of the Option, which exercise price will be set forth in the applicable Award Agreement. In no case will the exercise price of an Option be less than the greater of:

- (a) in the case of an Incentive Stock Option and subject to clause (c) below, or as otherwise required by applicable law, 100% of the Fair Market Value of the Ordinary Shares on the Award Date; or
- (b) in the case of an Incentive Stock Option granted to a Participant described in Section 5.6, 110% of the Fair Market Value of the Ordinary Shares on the Award Date.

5.3.2 Payment Provisions. The Company will not be obligated to deliver certificates for the Ordinary Shares to be purchased on exercise of an Option unless and until it receives full payment of the exercise price therefor, all related withholding obligations under Section 7.6 have been satisfied, and all other conditions to the exercise of the Option set forth herein or in the Award Agreement have been satisfied. The purchase price of any Ordinary Shares purchased on exercise of an Option must be paid in full at the time of each purchase in such lawful consideration as may be permitted or required by the Administrator, which may include, without limitation, one or a combination of the following methods:

- (a) cash, check payable to the order of the Company, or electronic funds transfer;
- (b) notice and third party payment in such manner as may be authorized by the Administrator;
- (c) the delivery of previously owned Ordinary Shares;
- (d) by a reduction in the number of Ordinary Shares otherwise deliverable pursuant to the Award;
- (e) subject to such procedures as the Administrator may adopt, pursuant to a “cashless exercise”; or
- (f) if authorized by the Administrator or specified in the applicable Award Agreement, by a promissory note of the Participant consistent with the requirements of Section 5.3.3.

In no event shall any shares newly-issued by the Company be issued for less than the minimum lawful consideration for such shares or for consideration other than consideration permitted by applicable law. In the event that the Administrator allows a Participant to exercise an Award by delivering Ordinary Shares previously owned by such Participant and unless otherwise expressly provided by the Administrator, any shares delivered which were initially acquired by the Participant from the Company (upon exercise of an option or otherwise) must have been owned by the Participant for at least six months as of the date of delivery or such other period, if any, as the Administrator prescribes based on accounting or other applicable rules then in effect. Ordinary Shares used to satisfy the exercise price of an Option (whether previously-owned shares or shares otherwise deliverable pursuant to the terms of the Option) shall be valued at their Fair Market Value on the date of exercise. Unless otherwise expressly provided in the applicable Award Agreement, the Administrator may eliminate or limit a Participant’s ability to pay the purchase or exercise price of any Award by any method other than cash payment to the Company. The Administrator may take all actions necessary to alter the method of Option exercise and the exchange and transmittal of proceeds with respect to Participants resident in the People’s Republic of China (the “**PRC**”) not having permanent residence in a country other than the PRC in order to comply with applicable PRC foreign exchange and tax regulations.

5.3.3 Acceptance of Notes to Finance Exercise. The Company may, with the Administrator’s approval in each specific case, accept one or more promissory notes from any Eligible Person in connection with the exercise of any Option; provided that any such note shall be subject to the following terms and conditions:

- (a) The principal of the note shall not exceed the amount required to be paid to the Company upon the exercise, purchase or acquisition of one or more Awards under this Plan and the note shall be delivered directly to the Company in consideration of such exercise, purchase or acquisition.

- (b) The initial term of the note shall be determined by the Administrator; provided that the term of the note, including extensions, shall not exceed a period of five years.
- (c) The note shall provide for full recourse to the Participant and shall bear interest at a rate determined by the Administrator, but not less than the interest rate necessary to avoid the imputation of interest under the Code and to avoid any adverse accounting consequences in connection with the exercise, purchase or acquisition.
- (d) If the employment or services of the Participant by or to the Company and its Affiliates terminates, the unpaid principal balance of the note shall become due and payable on the 30th business day after such termination; provided, however, that if a sale of the shares acquired on exercise of the Option would cause such Participant to incur liability under Section 16(b) of the Exchange Act, the unpaid balance shall become due and payable on the 10th business day after the first day on which a sale of such shares could have been made without incurring such liability assuming for these purposes that there are no other transactions (or deemed transactions) in securities of the Company by the Participant subsequent to such termination.
- (e) If required by the Administrator or by applicable law, the note shall be secured by a pledge of any shares or rights financed thereby or other collateral, in compliance with applicable law.

The terms, repayment provisions, and collateral release provisions of the note and the pledge securing the note shall conform with all applicable rules and regulations, including those of the Federal Reserve Board of the United States and any applicable law, as then in effect.

5.4 Vesting; Term; Exercise Procedure.

5.4.1 Vesting. Except as provided in Section 5.9, 25% of the total number of Ordinary Shares subject to the Option shall vest on the first anniversary of the Award Date, and an additional 25% of the total number of Ordinary Shares subject to the Option shall vest on each anniversary of the Award Date thereafter (“Normal Vesting Schedule”). Unless the Administrator otherwise expressly provides, once exercisable an Option will remain exercisable until the expiration or earlier termination of the Option.

5.4.2 Term. Each Option shall expire not more than 10 years after the Award Date. Each Option will be subject to earlier termination as provided in or pursuant to Sections 5.7 and 7.3. Any payment of cash or delivery of shares in payment of or pursuant to an Option may be delayed until a future date if specifically authorized by the Administrator in writing and by the Participant.

5.4.3 Exercise Date. Unless otherwise expressly provided by the Administrator, and subject to applicable laws and regulations, the Option, to the extent then vested, shall become exercisable upon the earlier of (i) the Public Offering Date, (ii) the occurrence of a Change in Control Event.

5.4.4 Exercise Procedure. Any exercisable Option will be deemed to be exercised when the Company receives written notice of such exercise from the Participant (on a form and in such manner as may be required by the Administrator), together with any required payment made in accordance with Section 5.3 and Section 7.6 and any written statement required pursuant to Section 7.5.1.

5.4.5 Voting Rights. A Participant shall duly sign a power of attorney for the authorization of all the voting and signing rights of the Ordinary Shares acquired upon exercise of the Option in substantially the form attached to the Award Agreement.

5.4.6 Fractional Shares/Minimum Issue. Fractional share interests will be disregarded, but may be accumulated. The Administrator, however, may determine that cash, other securities, or other property will be paid or transferred in lieu of any fractional share interests. No fewer than 100 shares (subject to adjustment pursuant to Section 7.3.1) may be purchased on exercise of any Option at one time unless the number purchased is the total number at the time available for purchase under the Option.

5.5 *Limitations on Grant and Terms of Incentive Stock Options.*

5.5.1 US\$100,000 Limit. To the extent that the aggregate Fair Market Value of shares with respect to which incentive stock options first become exercisable by a Participant in any calendar year exceeds US\$100,000, taking into account both Ordinary Shares subject to Incentive Stock Options under this Plan and shares subject to incentive stock options under all other plans of the Company or any of its Affiliates, such options will be treated as nonqualified options. For this purpose, the Fair Market Value of the shares subject to options will be determined as of the date the options were awarded. In reducing the number of options treated as incentive stock options to meet the US\$100,000 limit, the most recently granted options will be reduced (recharacterized as nonqualified options) first. To the extent a reduction of simultaneously granted options is necessary to meet the US\$100,000 limit, the Administrator may, in the manner and to the extent permitted by law, designate which Ordinary Shares are to be treated as shares acquired pursuant to the exercise of an incentive stock option.

5.5.2 Other Code Limits. Incentive Stock Options may only be granted to individuals that are employees of the Company or one of its Affiliates and satisfy the other eligibility requirements of the Code. Any Award Agreement relating to Incentive Stock Options will contain or shall be deemed to contain such other terms and conditions as from time to time are required in order that the Option be an “incentive stock option” as that term is defined in Section 422 of the Code.

5.5.3 ISO Notice of Sale Requirement. Any Participant who exercises an Incentive Stock Option shall give prompt written notice to the Company of any sale or other transfer of the Ordinary Shares acquired on such exercise if the sale or other transfer occurs within (a) one year after the exercise date of the Option, or (b) two years after the Award Date of the Option.

5.5.4 Exercise Timing Limits. For the purpose of administration, the Administrator may designate one or some window periods specifically for the Participants’ exercise of Options, the Participant is limited to exercise the Option within such periods unless otherwise provided in Section 5.7.

5.6 Limits on 10% Holders. No Incentive Stock Option may be granted to any person who, at the time the Incentive Stock Option is granted, owns (or is deemed to own under Section 424(d) of the Code) outstanding shares of the Company (or any of its Affiliates) possessing more than 10% of the total combined voting power of all classes of shares of the Company (or any of its Affiliates), unless the exercise price of such Incentive Stock Option is at least 110% of the Fair Market Value of the shares subject to the Incentive Stock Option and such Incentive Stock Option by its terms is not exercisable after the expiration of five years from the date such Incentive Stock Option is granted.

5.7 Effects of Termination of Employment on Options.

5.7.1 Dismissal for Cause. Unless otherwise provided in the Award Agreement and subject to earlier termination pursuant to or as contemplated by Section 5.4.2 or 7.3, if a Participant's employment by or service to the Company or any of its Affiliates is terminated by such entity for Cause, the Participant's Option will terminate on the Participant's Severance Date, whether or not the Option is then vested and/or exercisable.

5.7.2 Death or Disability. Unless otherwise provided in the Award Agreement (consistent with applicable securities laws) and subject to earlier termination pursuant to or as contemplated by Section 5.4.2 or 7.3, if a Participant's employment by or service to the Company or any of its Affiliates terminates as a result of the Participant's death or Total Disability:

- (a) the Participant (or his or her Personal Representative or Beneficiary, in the case of the Participant's Total Disability or death, respectively), will have until the later of: (i) the date that is 90 days after the exercise date as set forth in Section 5.4.3, or (ii) the date that is 12 months after the Participant's Severance Date to exercise the Participant's Option (or portion thereof) to the extent that it was vested on the Severance Date;
- (b) the Option, to the extent not vested on the Participant's Severance Date, shall terminate on the Severance Date; and
- (c) the Option, to the extent exercisable for the period as set forth in Section 5.7.2(a) and not exercised during such period, shall terminate at the close of business on the last day of such period.

5.7.3 Other Terminations of Employment. Unless otherwise provided in the Award Agreement (consistent with applicable securities laws) and subject to earlier termination pursuant to or as contemplated by Section 5.4.2 or 7.3, if a Participant's employment by or service to the Company or any of its Affiliates terminates for any reason other than a termination by such entity for Cause or caused due to the Participant's death or Total Disability:

- (a) the Participant will have to exercise his or her Option (or portion thereof) to the extent that it was vested on the Severance Date until later of: (i) the date that is 90 days after the exercise date as set for in Section 5.4.3, or (ii) the Severance Date);
- (b) the Option, to the extent not vested on the Participant's Severance Date, shall terminate on the Severance Date; and
- (c) the Option, to the extent exercisable for the period as set forth in Section 5.7.3(a) and not exercised during such period, shall terminate at the close of business on the last day of such period.

5.8 Option Repricing/Cancellation and Regrant/Waiver of Restrictions. Subject to Section 4 and Section 6.7 and the specific limitations on Options contained in this Plan, the Administrator from time to time may authorize, generally or in specific cases only, for the benefit of any Eligible Person, any adjustment in the exercise price, the vesting schedule, the number of shares subject to, or the term of, an Option granted under this Plan by cancellation of an outstanding Option and a subsequent regranting of the Option, by amendment, by substitution of an outstanding Option, by waiver or by other legally valid means. Such amendment or other action may result in, among other changes, an exercise price that is higher or lower than the exercise price of the original or prior Option, provide for a greater or lesser number of Ordinary Shares subject to the Option, or provide for a longer or shorter vesting or exercise period.

5.9 Accelerated Options. The Administrator may, in its discretion, designate certain Class A Award as an Accelerated Option which, by express provisions in the application Award Agreement, may be exercised prior to the date such Class A Award has vested.

5.10 Shares Acquired Upon Exercise of Options. The shares acquired upon exercise of Options as provided in this Section 5 shall be designated as Restricted Shares subject to all the terms, provisions and restriction as imposed upon in Section 6, and the Award Agreement to be further entered into between the Company and the Participant.

6. SHARE AWARD PROGRAM.

6.1 Share Awards in General. Each Share Award shall be evidenced by an Award Agreement in the form approved by the Administrator. The Award Agreement evidencing a Share Award shall contain the terms established by the Administrator for that Share Award, as well as any other terms, provisions, or restrictions that the Administrator may impose on the Share Award; in each case subject to the applicable provisions and limitations of this Section 6 and the other applicable provisions and limitations of this Plan. The Administrator may require that the recipient of a Share Award promptly execute and return to the Company his or her Award Agreement evidencing the Share Award. In addition, the Administrator may require that the spouse of any married recipient of a Share Award also promptly execute and return to the Company the Award Agreement evidencing the Share Award granted to the recipient or such other spousal consent form that the Administrator may require in connection with the grant of the Share Award.

6.2 Type of Share Awards. The Administrator shall designate whether a Share Award shall be a Restricted Share Award, and such designation shall be set forth in the applicable Award Agreement.

6.3 Purchase Price.

6.3.1 Pricing Limits. Subject to the following provisions of this Section 6.3, the Administrator will determine the purchase price per share of the Ordinary Shares covered by each Share Award at the time of grant of the Award. Unless otherwise determined by the Administrator, in no case will such purchase price be less than the greater of:

- (a) the par value of the Ordinary Shares; or
- (b) 100% of the Fair Market Value of the Ordinary Shares on the Award Date, or at the time the purchase is consummated.

6.3.2 Payment Provisions. The Company will not be obligated to record in the Company's register of members, or issue certificates evidencing, Ordinary Shares awarded under this Section 6 unless and until it receives full payment of the purchase price therefor and all other conditions to the purchase, as determined by the Administrator, have been satisfied, at which point the relevant shares shall be issued and noted in the Company's register of members. The purchase price of any shares subject to a Share Award must be paid in full at the time of the purchase in such lawful consideration as may be permitted or required by the Administrator, which may include, without limitation, one or a combination of the methods set forth in clauses (a) through (f) in Section 5.3.2 and/or past services rendered to the Company or any of its Affiliates.

6.4 Vesting. The restrictions imposed on the Ordinary Shares subject to a Restricted Share Award (which may be based on performance criteria, passage of time or other factors or any combination thereof) will be set forth in the applicable Award Agreement. To the extent required to satisfy applicable securities laws, the restrictions imposed on the Ordinary Shares subject to a Restricted Share Award (other than an Award granted to an officer, director, or consultant of the Company or any of its Affiliates, which may include more restrictive provisions) shall lapse as to such shares, subject to Section 6.8, at a rate of at least 20% of the shares subject to the Award per year over the five years after the date the Award is granted.

6.5 Term. A Share Award shall either vest or be repurchased by the Company not more than 10 years after the Award Date. Each Share Award will be subject to earlier repurchase as provided in or pursuant to Sections 6.8 and 7.3. Any payment of cash or delivery of shares in payment for a Share Award may be delayed until a future date if specifically authorized by the Administrator in writing and by the Participant.

6.6 Share Certificates; Fractional Shares. Share certificates evidencing Restricted Shares will bear a legend making appropriate reference to the restrictions imposed hereunder and will be held by the Company or by a third party designated by the Administrator until the restrictions on such shares have lapsed, the shares have vested in accordance with the provisions of the Award Agreement and Section 6.4, and any related loan has been repaid. Fractional share interests will be disregarded, but may be accumulated. The Administrator, however, may determine that cash, other securities, or other property will be paid or transferred in lieu of any fractional share interests.

6.7 Dividend and Voting Rights. Unless otherwise provided in the applicable Award Agreement, a Participant holding Restricted Shares will only be entitled to cash dividend for all Restricted Shares issued even though they are not vested, but such rights will terminate immediately as to any Restricted Shares which are repurchased by the Company. A Participant shall duly sign a power of attorney for the authorization of all the voting and signing rights of the Restricted Shares in substantially the form attached to the Award Agreement.

6.8 Termination of Employment; Return to the Company. Unless the Administrator or the Award Agreement otherwise expressly provides, Restricted Shares subject to an Award that remain subject to vesting conditions that have not been satisfied by the time specified in the applicable Award Agreement (which may include, without limitation, the Participant's Severance Date), will not vest and will be reacquired by the Company in such manner and on such terms as the Administrator provides, which terms shall include return or repayment of the lower of (a) the Fair Market Value of the Restricted Shares at the time of the termination, or (b) the original purchase price of the Restricted Shares, without interest, to the Participant to the extent not prohibited by law. The Award Agreement shall specify any other terms or conditions of the repurchase if the Award fails to vest.

6.9 Waiver of Restrictions. Subject to Sections 4 and 7.7 and the specific limitations on Share Awards contained in this Plan, the Administrator from time to time may authorize, generally or in specific cases only, for the benefit of any Eligible Person, any adjustment in the vesting schedule, or the restrictions upon or the term of, a Share Award granted under this Plan by amendment, by substitution of an outstanding Share Award, by waiver or by other legally valid means.

7. PROVISIONS APPLICABLE TO AWARDS

7.1 *Rights of Eligible Persons, Participants and Beneficiaries.*

7.1.1 Employment Status. No person shall have any claim or rights to be granted an Award (or additional Awards, as the case may be) under this Plan, subject to any express contractual rights (set forth in a document other than this Plan) to the contrary.

7.1.2 No Employment/Service Contract. Nothing contained in this Plan (or in any other documents under this Plan or related to any Award) shall confer upon any Eligible Person or Participant any right to continue in the employ or other service of the Company or any of its Affiliates, constitute any contract or agreement of employment or other service or affect an employee's status as an employee at will, nor shall interfere in any way with the right of the Company or any Affiliate to change such person's compensation or other benefits, or to terminate his or her employment or other service, with or without cause at any time. Nothing in this Section 7.1.2, or in Section 7.3 or 7.15, however, is intended to adversely affect any express independent right of such person under a separate employment or service contract. An Award Agreement shall not constitute a contract of employment or service.

7.1.3 Plan Not Funded. Awards payable under this Plan will be payable in Ordinary Shares or from the general assets of the Company, and (except as to the share reservation provided in Section 4.4) no special or separate reserve, fund or deposit will be made to assure payment of such Awards. No Participant, Beneficiary or other person will have any right, title or interest in any fund or in any specific asset (including Ordinary Shares, except as expressly provided) of the Company or any of its Affiliates by reason of any Award hereunder. Neither the provisions of this Plan (or of any related documents), nor the creation or adoption of this Plan, nor any action taken pursuant to the provisions of this Plan will create, or be construed to create, a trust of any kind or a fiduciary relationship between the Company or any of its Affiliates and any Participant, Beneficiary or other person. To the extent that a Participant, Beneficiary or other person acquires a right to receive payment pursuant to any Award hereunder, such right will be no greater than the right of any unsecured general creditor of the Company.

7.1.4 Charter Documents. The Memorandum and Articles of Association of the Company, as may lawfully be amended from time to time, may provide for additional restrictions and limitations with respect to the Ordinary Shares (including additional restrictions and limitations on the voting or transfer of Ordinary Shares) or priorities, rights and preferences as to securities and interests prior in rights to the Ordinary Shares. To the extent that these restrictions and limitations are greater than those set forth in this Plan or any Award Agreement, such restrictions and limitations shall apply to any Ordinary Shares acquired pursuant to the exercise of Awards and are incorporated herein by this reference.

7.2 *No Transferability; Limited Exception to Transfer Restrictions.*

7.2.1 Limit On Exercise and Transfer. Unless otherwise expressly provided in (or pursuant to) this Section 7.2, by applicable law and by the Award Agreement, as the same may be amended:

- (a) all Awards are non-transferable and will not be subject in any manner to sale, transfer, anticipation, alienation, assignment, pledge, encumbrance or charge;
- (b) Awards will be exercised only by the Participant; and
- (c) amounts payable or shares issuable pursuant to an Award will be delivered only to (or for the account of), and, in the case of Ordinary Shares, registered in the name of, the Participant.

In addition, the shares shall be subject to the restrictions set forth in the applicable Award Agreement.

7.2.2 Further Exceptions to Limits On Transfer. The exercise and transfer restrictions in Section 7.2.1 will not apply to:

- (a) transfers to the Company;
- (b) transfers by gift to “immediate family” as that term is defined in SEC Rule 16a-1(e) promulgated under the Exchange Act;
- (c) the designation of a Beneficiary to receive benefits if the Participant dies or, if the Participant has died, transfers to or exercises by the Participant’s Beneficiary, or, in the absence of a validly designated Beneficiary, transfers by will or the laws of descent and distribution; or
- (d) if the Participant has suffered a disability, permitted transfers or exercises on behalf of the Participant by the Participant’s duly authorized legal representative.

Notwithstanding anything else in this Section 7.2.2 to the contrary, but subject to compliance with all applicable laws, unless otherwise determined by the Administrator, Incentive Stock Options will be subject to any and all transfer restrictions under the Code applicable to such awards or necessary to maintain the intended tax consequences of such Awards. Notwithstanding clause (b) above but subject to compliance with all applicable laws, any contemplated transfer by gift to “immediate family” as referenced in clause (b) above is subject to the condition precedent that the transfer be approved by the Administrator in order for it to be effective.

7.2.3 Company’s Call Right. The Company shall have the right (but not the obligation) to repurchase in one or more transactions in connection with the Participant’s termination of employment by or services to the Company or any of its Affiliates, and the Participant (or any permitted transferee) shall be obligated to sell any of the shares acquired in accordance with Sections 5 of this Plan at the Repurchase Price (the “**Call Right**”). The Company may designate and assign one or more employees, officers or shareholders of the Company or other persons to exercise all or a part of the Company’s Call Rights under this Section 7.2.3. Notwithstanding anything to the contrary herein, any repurchase of options or shares shall be subject to the prior written consent of all directors appointed by the holders of Preferred Shares of the Company.

7.3 Adjustments; Changes in Control.

7.3.1 Adjustments. Upon or in contemplation of any reclassification, recapitalization, share split, any merger, amalgamation, combination, consolidation or other reorganization; any split-up, spin-off; or similar extraordinary dividend distribution in respect of the Ordinary Shares (whether in the form of securities or property); any exchange of Ordinary Shares or other securities of the Company, or any similar, unusual or extraordinary corporate transaction in respect of the Ordinary Shares; or a sale of substantially all the assets of the Company as an entirety; then the Administrator shall, in such manner, to such extent (if any) and at such time as it deems appropriate and equitable in the circumstances:

- (a) proportionately adjust any or all of (1) the number of Ordinary Shares or the number and type of other securities that thereafter may be made the subject of Awards (including the specific share limits, maxima and numbers of shares set forth elsewhere in this Plan), (2) the number, amount and type of Ordinary Shares (or other securities or property) subject to any or all outstanding Awards, (3) the grant, purchase, or exercise price of any or all outstanding Awards, or (4) the securities, cash or other property deliverable upon exercise or vesting of any outstanding Awards, or
- (b) make provision for a settlement by a cash payment or for the assumption, substitution or exchange of any or all outstanding Awards (or the cash, securities or other property deliverable to the holder(s) of any or all outstanding Awards) based upon the distribution or consideration payable to holders of the Ordinary Shares upon or in respect of such event.

The Administrator may adopt such valuation methodologies for outstanding Awards as it deems reasonable in the event of a cash, securities or other property settlement. In the case of Options, but without limitation on other methodologies, the Administrator may base such settlement solely upon the excess (if any) of the amount payable upon or in respect of such event over the exercise price of the Option to the extent of the then vested and exercisable shares subject to the Option.

The Administrator may make adjustments to and/or accelerate the exercisability of Options in a manner that disqualifies the Options as Incentive Stock Options without the written consent of the Option holders affected thereby.

In any of such events, the Administrator may take such action prior to such event to the extent that the Administrator deems the action necessary to permit the Participant to realize the benefits intended to be conveyed with respect to the underlying shares in the same manner as is or will be available to shareholders generally.

Any adjustment by the Administrator pursuant to this Section 7.3.1 shall be final, binding, and conclusive. Unless otherwise expressly provided by the Administrator, in no event shall a conversion of one or more outstanding shares of the Company's preferred shares (if any) or any new issuance of securities by the Company for consideration be deemed, in and of itself, to require an adjustment pursuant to this Section 7.3.1.

In the case of any event described in the first paragraph of this Section 7.3.1, if no action is formally taken by the Administrator in the circumstances with respect to then-outstanding Awards, the proportionate adjustments contemplated by clause (a) above shall nevertheless be deemed to have been made with respect to the Awards outstanding at the time of such event in order to preserve the intended level of incentives.

7.3.2 Consequences of a Change in Control Event. Subject to Sections 7.3.4 through 7.3.6, upon (or, as may be necessary to effectuate the purposes of this acceleration, immediately prior to) the occurrence of a Change in Control Event:

- (a) each Option will become immediately vested and exercisable, and

- (b) Restricted Shares will immediately vest free of forfeiture restrictions and/or restrictions giving the Company the right to repurchase the shares at their original purchase price;

provided, however, that the surviving corporation in a Change in Control Event does not assume the Call Right, and provided, further, that if the surviving corporation in a Change in Control Event does assume the Call Right, that notwithstanding anything to the contrary, any outstanding unvested Options shall be deemed vested upon the one-year anniversary of the consummation of the Change in Control Event, and provided, further, that the acceleration provisions of this Section 7.3.2 shall not apply, unless otherwise expressly provided by the Administrator, with respect to any Award to the extent that the Administrator has made other provision for the substitution, assumption, exchange or other continuation or settlement of the Award, or the Award would otherwise continue in accordance with its terms, in the circumstances..

The foregoing Change in Control Event provisions shall not in any way limit the authority of the Administrator to accelerate the vesting of one or more Awards in such circumstances (including, but not limited to, a Change in Control Event) as the Administrator may determine to be appropriate, regardless of whether accelerated vesting of all or a portion of the Award(s) is otherwise required or contemplated by the foregoing in the circumstances.

7.3.3 Early Termination of Awards. Any Award, the vesting of which has been accelerated to the extent required in the circumstances as contemplated by Section 7.3.2 (or would have been so accelerated but for Section 7.3.4 or 7.3.6), shall terminate upon the related Change in Control Event, subject to any provision that has been expressly made by the Administrator, through a plan of reorganization or otherwise, for the survival, substitution, assumption, exchange or other continuation or settlement of such Award and provided that, in the case of Options that will not survive or be substituted for, assumed, exchanged, or otherwise continued or settled in the Change in Control Event, the holder of such Award shall be given reasonable advance notice of the impending termination and a reasonable opportunity to exercise his or her outstanding Options in accordance with their terms before the termination of such Awards (except that in no case shall more than ten days' notice of accelerated vesting and the impending termination be required and any acceleration may be made contingent upon the actual occurrence of the event). For purposes of this Section 7.3, an Award shall be deemed to have been "assumed" if (without limiting other circumstances in which an Award is assumed) the Award continues after the Change in Control Event, and/or is assumed and continued by a Parent (as such term is defined in the definition of Change in Control Event) following a Change in Control Event, and confers the right to purchase or receive, as applicable and subject to vesting and the other terms and conditions of the Award, for each Ordinary Share subject to the Award immediately prior to the Change in Control Event, the consideration (whether cash, shares, or other securities or property) received in the Change in Control Event by the shareholders of Company for each Ordinary Share sold or exchanged in such transaction (or the consideration received by a majority of the shareholders participating in such transaction if the shareholders were offered a choice of consideration); provided, however, that if the consideration offered for an Ordinary Share in the transaction is not solely the ordinary or common shares of a successor Company or a Parent, the Board may provide for the consideration to be received upon exercise or payment of the Award, for each share subject to the Award, to be solely ordinary or common shares (as applicable) of the successor Company or a Parent equal in Fair Market Value to the per share consideration received by the shareholders participating in the Change in Control Event.

7.3.4 Other Acceleration Rules. Any acceleration of Awards pursuant to this Section 7.3 shall comply with applicable legal requirements and, if necessary to accomplish the purposes of the acceleration or if the circumstances require, may be deemed by the Administrator to occur a limited period of time not greater than 30 days before the event that triggered such acceleration. Without limiting the generality of the foregoing, the Administrator may deem an acceleration to occur immediately prior to the applicable event and/or reinstate the original terms of an Award if an event giving rise to an acceleration does not occur. The Administrator may override the provisions of this Section 7.3 as to any Award by express provision in the applicable Award Agreement and may accord any Participant a right to refuse any acceleration, whether pursuant to the Award Agreement or otherwise, in such circumstances as the Administrator may approve. The portion of any Incentive Stock Option accelerated in connection with a Change in Control Event or any other action permitted hereunder shall remain exercisable as an Incentive Stock Option only to the extent the applicable US\$100,000 limitation on Incentive Stock Options is not exceeded. To the extent exceeded, the accelerated portion of the Option shall be exercisable as a Nonqualified Option.

7.3.5 Possible Rescission of Acceleration. If the vesting of an Award has been accelerated expressly in anticipation of an event or upon shareholder approval of an event and the Administrator later determines that the event will not occur, the Administrator may rescind the effect of the acceleration as to any then outstanding and unexercised or otherwise unvested Awards.

7.3.6 Golden Parachute Limitation. Notwithstanding anything else contained in this Section 7.3 to the contrary, in no event shall an Award be accelerated under this Section 7.3 to an extent or in a manner which would not be fully deductible by the Company or one of its Affiliates for federal income tax purposes because of Section 280G of the Code, nor shall any payment hereunder be accelerated to the extent any portion of such accelerated payment would not be deductible by the Company or one of its Affiliates because of Section 280G of the Code. If a holder of an Award would be entitled to benefits or payments hereunder and under any other plan or program that would constitute “parachute payments” as defined in Section 280G of the Code, then the holder may by written notice to the Company designate the order in which such parachute payments will be reduced or modified so that the Company or one of its Affiliates is not denied federal income tax deductions for any “parachute payments” because of Section 280G of the Code. Notwithstanding the foregoing, if a Participant is a party to an employment or other agreement with the Company or one of its Affiliates, or is a participant in a severance program sponsored by the Company or one of its Affiliates that contains express provisions regarding Section 280G and/or Section 4999 of the Code (or any similar successor provision), the Section 280G and/or Section 4999 provisions of such employment or other agreement or plan, as applicable, shall control as to any Awards held by that Participant (for example, and without limitation, a Participant may be a party to an employment agreement with the Company or one of its Affiliates that provides for a “gross-up” as opposed to a “cut-back” in the event that the Section 280G thresholds are reached or exceeded in connection with a change in control and, in such event, the Section 280G and/or Section 4999 provisions of such employment agreement shall control as to any Awards held by that Participant).

7.4 Termination of Employment or Services.

7.4.1 Events Not Deemed a Termination of Employment. Unless the Administrator otherwise expressly provides with respect to a particular Award, if a Participant's employment by or service to the Company or an Affiliate terminates but immediately thereafter the Participant continues in the employ of or service to another Affiliate or the Company, as applicable, the Participant shall be deemed to have not had a termination of employment or service for purposes of this Plan and the Participant's Awards. Unless the express policy of the Company or the Administrator otherwise provides, a Participant's employment relationship with the Company or any of its Affiliates shall not be considered terminated solely due to any sick leave, military leave, or any other leave of absence authorized by the Company or any Affiliate or the Administrator; provided that, unless reemployment upon the expiration of such leave is guaranteed by contract or law, such leave is for a period of not more than 90 days. In the case of any Participant on an approved leave of absence, continued vesting of the Award while on leave from the employ of or service with the Company or any of its Affiliates will be suspended until the Participant returns to service, unless the Administrator otherwise provides or applicable law otherwise requires. In no event shall an Award be exercised after the expiration of the term of the Award set forth in the Award Agreement.

7.4.2 Effect of Change of Affiliate Status. For purposes of this Plan and any Award, if an entity ceases to be an Affiliate, a termination of employment or service will be deemed to have occurred with respect to each Eligible Person in respect of such Affiliate who does not continue as an Eligible Person in respect of another Affiliate that continues as such after giving effect to the transaction or other event giving rise to the change in status.

7.4.3 Administrator Discretion. Notwithstanding the provisions of Section 5.7 or 6.8, in the event of, or in anticipation of, a termination of employment or service with the Company or any of its Affiliates for any reason, the Administrator may accelerate the vesting and exercisability of all or a portion of the Participant's Award, and/or, subject to the provisions of Sections 5.4.2 and 7.3, extend the exercisability period of the Participant's Option upon such terms as the Administrator determines and expressly sets forth in or by amendment to the Award Agreement.

7.4.4 Termination of Consulting or Affiliate Services. If the Participant is an Eligible Person solely by reason of clause (c) of Section 3, the Administrator shall be the sole judge of whether the Participant continues to render services to the Company or any of its Affiliates, unless a written contract or the Award Agreement otherwise provides. If, in these circumstances, the Company or any Affiliate notifies the Participant in writing that a termination of the Participant's services to the Company or any Affiliate has occurred for purposes of this Plan, then (unless the contract or the Award Agreement otherwise expressly provides), the Participant's termination of services with the Company or Affiliate for purposes of this Plan shall be the date which is 10 days after the mailing of the notice by the Company or Affiliate or, in the case of a termination for Cause, the date of the mailing of the notice.

7.5 Compliance with Laws.

7.5.1 General. This Plan, the granting, vesting and exercise of Awards under this Plan, and the offer, issuance and delivery of Ordinary Shares, the acceptance of promissory notes and/or the payment of money under this Plan or under Awards are subject to compliance with all applicable federal and state laws, applicable foreign laws, rules and regulations (including but not limited to state and federal securities laws, and federal 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. The person acquiring any securities under this Plan will, if requested by the Company, provide such assurances and representations to the Company as the Administrator may deem necessary or desirable to assure compliance with all applicable legal and accounting requirements.

7.5.2 Compliance with Securities Laws. No Participant shall sell, pledge or otherwise transfer Ordinary Shares acquired pursuant to an Award or any interest in such shares except in accordance with the express terms of this Plan and the applicable Award Agreement. Any attempted transfer in violation of this Section 7.5 shall be void and of no effect. Without in any way limiting the provisions set forth above, no Participant shall make any disposition of all or any portion of Ordinary Shares acquired or to be acquired pursuant to an Award, except in compliance with all applicable federal and state securities laws and unless and until:

- (a) 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;
- (b) such disposition is made in accordance with Rule 144 under the Securities Act; or
- (c) such Participant notifies the Company of the proposed disposition and furnishes the Company with a statement of the circumstances surrounding the proposed disposition, and, if requested by the Company, furnishes to the Company an opinion of counsel acceptable to the Company's counsel, that such disposition will not require registration under the Securities Act and will be in compliance with all applicable state securities laws.

Notwithstanding anything else herein to the contrary, neither the Company or any Affiliate has any obligation to register the Ordinary Shares or file any registration statement under either federal or state securities laws, nor does the Company or any Affiliate make any representation concerning the likelihood of a public offering of the Ordinary Shares or any other securities of the Company or any Affiliate.

7.5.3 Share Legends. All certificates evidencing Ordinary Shares issued or delivered under this Plan shall bear the following legends and/or any other appropriate or required legends under applicable laws:

“OWNERSHIP OF THIS CERTIFICATE, THE SHARES EVIDENCED BY THIS CERTIFICATE AND ANY INTEREST THEREIN ARE SUBJECT TO SUBSTANTIAL RESTRICTIONS ON TRANSFER UNDER APPLICABLE LAW AND UNDER AGREEMENTS WITH THE COMPANY, INCLUDING RESTRICTIONS ON SALE, ASSIGNMENT, TRANSFER, PLEDGE OR OTHER DISPOSITION.”

“THE SHARES ARE SUBJECT TO THE COMPANY’S RIGHT OF FIRST REFUSAL AND CALL RIGHTS TO REPURCHASE THE SHARES UNDER THE COMPANY’S SHARE INCENTIVE PLAN AND AGREEMENTS WITH THE COMPANY THEREUNDER.”

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (“ACT”), NOR HAVE THEY BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE. NO TRANSFER OF SUCH SECURITIES WILL BE PERMITTED UNLESS A REGISTRATION STATEMENT UNDER THE ACT IS IN EFFECT AS TO SUCH TRANSFER, THE TRANSFER IS MADE IN ACCORDANCE WITH RULE 144 UNDER THE ACT, OR IN THE OPINION OF COUNSEL TO THE COMPANY, REGISTRATION UNDER THE ACT IS UNNECESSARY IN ORDER FOR SUCH TRANSFER TO COMPLY WITH THE ACT AND WITH APPLICABLE STATE SECURITIES LAWS.”

7.5.4 Delivery of Financial Statements. The Company shall deliver annually to Participants such financial statements of the Company as are required to satisfy applicable securities laws.

7.5.5 Confidential Information. Any financial or other information relating to the Company obtained by Participants in connection with or as a result of this Plan or their Awards shall be treated as confidential.

7.6 Tax Withholding.

7.6.1 Tax Withholding. Upon any exercise, vesting, or payment of any Award or upon the disposition of Ordinary Shares acquired pursuant to the exercise of an Incentive Stock Option prior to satisfaction of the holding period requirements of Section 422 of the Code, the Company or any of its Affiliates shall have the right at its option to:

- (a) require the Participant (or the Participant's Personal Representative or Beneficiary, as the case may be) to pay or provide for payment of at least the minimum amount of any taxes which the Company or Affiliate may be required to withhold with respect to such Award event or payment;
- (b) deduct from any amount otherwise payable (in respect of an Award or otherwise) in cash to the Participant (or the Participant's Personal Representative or Beneficiary, as the case may be) the minimum amount of any taxes which the Company or Affiliate may be required to withhold with respect to such Award event or payment; or
- (c) reduce the number of Ordinary Shares to be delivered by (or otherwise reacquire shares held by the Participant at least 6 months) the appropriate number of Ordinary Shares, valued at their then Fair Market Value, to satisfy the minimum withholding obligation.

In any case where a tax is required to be withheld (including taxes in the PRC where applicable) in connection with the delivery of Ordinary Shares under this Plan (including the sale of Ordinary Shares as may be required to comply with foreign exchange rules in the PRC for Participants resident in the PRC), the Administrator may in its sole discretion (subject to Section 7.5) grant (either at the time of the Award or thereafter) to the Participant the right to elect, pursuant to such rules and subject to such conditions as the Administrator may establish, to have the Company reduce the number of shares to be delivered by (or otherwise reacquire) the appropriate number of shares, valued in a consistent manner at their Fair Market Value or at the sales price in accordance with authorized procedures for cashless exercises, necessary to satisfy the minimum applicable withholding obligation on exercise, vesting or payment. In no event shall the shares withheld exceed the minimum whole number of shares required for tax withholding under applicable law. The Company may, with the Administrator's approval, accept one or more promissory notes from any Eligible Person in connection with taxes required to be withheld upon the exercise, vesting or payment of any award under this Plan; provided that any such note shall be subject to terms and conditions established by the Administrator and the requirements of applicable law.

7.6.2 Tax Loans. If so provided in the Award Agreement or otherwise authorized by the Administrator, the Company may, to the extent permitted by law, authorize a loan to an Eligible Person in the amount of any taxes that the Company or any of its Affiliates may be required to withhold with respect to Ordinary Shares received (or disposed of, as the case may be) pursuant to a transaction described in Section 7.6.1. Such a loan will be for a term and at a rate of interest and pursuant to such other terms and conditions as the Company may establish, subject to compliance with applicable law. Such a loan need not otherwise comply with the provisions of Section 5.3.3.

7.7 Plan and Award Amendments, Termination and Suspension.

7.7.1 Board Authorization. The Board may, at any time, terminate or, from time to time, amend, modify or suspend this Plan, in whole or in part. No Awards may be granted during any period that the Board suspends this Plan.

7.7.2 Shareholder Approval. To the extent then required by applicable law or any applicable listing agency or required under Sections 162, 409A, 422 or 424 of the Code to preserve the intended tax consequences of this Plan, or deemed necessary or advisable by the Board, any amendment to this Plan shall be subject to shareholder approval.

7.7.3 Amendments to Awards. Without limiting any other express authority of the Administrator under (but subject to) the express limits of this Plan, the Administrator by agreement or resolution may waive conditions of or limitations on Awards to Participants that the Administrator in the prior exercise of its discretion has imposed, without the consent of a Participant, and (subject to the requirements of Sections 2.2 and 7.7.4) may make other changes to the terms and conditions of Awards.

7.7.4 Limitations on Amendments to Plan and Awards. No amendment, suspension or termination of this Plan or change of or affecting any outstanding Award shall, without written consent of the Participant, affect in any manner materially adverse to the Participant any rights or benefits of the Participant or obligations of the Company under any Award granted under this Plan prior to the effective date of such change. Changes, settlements and other actions contemplated by Section 7.3 shall not be deemed to constitute changes or amendments for purposes of this Section 7.7.

7.8 Privileges of Share Ownership. Except as otherwise expressly authorized by the Administrator or this Plan or in the Award Agreement, a Participant will not be entitled to any privilege of share ownership as to any Ordinary Shares not actually delivered to and held of record by the Participant. No adjustment will be made for dividends or other rights as a shareholder for which a record date is prior to such date of delivery.

7.9 Share-Based Awards in Substitution for Awards Granted by Other Company. Awards may be granted to Eligible Persons in substitution for or in connection with an assumption of employee share options, share appreciation rights, restricted shares or other share-based awards granted by other entities to persons who are or who will become Eligible Persons in respect of the Company or one of its Affiliates, in connection with a distribution, merger, amalgamation or other reorganization by or with the granting entity or an affiliated entity, or the acquisition by the Company or one of its Affiliates, directly or indirectly, of all or a substantial part of the shares or assets of the employing entity. The Awards so granted need not comply with other specific terms of this Plan, provided the Awards reflect only adjustments giving effect to the assumption or substitution consistent with the conversion applicable to the Ordinary Shares in the transaction and any change in the issuer of the security. Any shares that are delivered and any Awards that are granted by, or become obligations of, the Company, as a result of the assumption by the Company of, or in substitution for, outstanding awards previously granted by an acquired company (or previously granted by a predecessor employer (or direct or indirect parent thereof) in the case of persons that become employed by the Company or one of its Affiliates in connection with a business or asset acquisition or similar transaction) shall not be counted against the Share Limit or other limits on the number of shares available for issuance under this Plan.

7.10 Effective Date of the Plan. This Plan is effective upon the Effective Date, subject to approval by the shareholders of the Company within twelve months after the date the Board approves this Plan.

7.11 Term of the Plan. Unless earlier terminated by the Board, this Plan will terminate at the close of business on the day before the 10th anniversary of the Effective Date. After the termination of this Plan either upon such stated expiration date or its earlier termination by the Board, no additional Awards may be granted under this Plan, but previously granted Awards (and the authority of the Administrator with respect thereto, including the authority to amend such Awards) shall remain outstanding in accordance with their applicable terms and conditions and the terms and conditions of this Plan.

7.12 Governing Law/Severability.

7.12.1 Choice of Law. This Plan, the Awards, all documents evidencing Awards and all other related documents will be governed by, and construed in accordance with, the laws of the Hong Kong.

7.12.2 Severability. If it is determined that any provision of this Plan or an Award Agreement is invalid and unenforceable, the remaining provisions of this Plan and/or the Award Agreement, as applicable, will continue in effect provided that the essential economic terms of this Plan and the Award can still be enforced.

7.13 Captions. Captions and headings are given to the sections and subsections of this Plan solely as a convenience to facilitate reference. Such headings will not be deemed in any way material or relevant to the construction or interpretation of this Plan or any provision thereof.

7.14 Non-Exclusivity of Plan. Nothing in this Plan will limit or be deemed to limit the authority of the Board or the Administrator to grant awards or authorize any other compensation, with or without reference to the Ordinary Shares, under any other plan or authority.

7.15 No Restriction on Corporate Powers. The existence of this Plan, the Award Agreements, and the Awards granted hereunder, shall not limit, affect or restrict in any way the right or power of the Board or the shareholders of the Company to make or authorize: (a) any adjustment, recapitalization, reorganization or other change in the Company's or any Affiliate's capital structure or its business; (b) any merger, amalgamation, consolidation or change in the ownership of the Company or any Affiliate; (c) any issue of bonds, debentures, capital, preferred or prior preference shares ahead of or affecting the Company's authorized shares or the rights thereof; (d) any dissolution or liquidation of the Company or any Affiliate; (e) any sale or transfer of all or any part of the Company or any Affiliate's assets or business; or (f) any other corporate act or proceeding by the Company or any Affiliate. No Participant, Beneficiary or any other person shall have any claim under any Award or Award Agreement against any member of the Board or the Administrator, or the Company or any employees, officers or agents of the Company or any Affiliate, as a result of any such action.

7.16 Other Company Compensation or Benefit Programs. Payments and other benefits received by a Participant under an Award made pursuant to this Plan shall not be deemed a part of a Participant's compensation for purposes of the determination of benefits under any other employee welfare or benefit plans or arrangements, if any, provided by the Company or any Affiliate, except where the Administrator or the Board expressly otherwise provides or authorizes in writing. Awards under this Plan may be made in addition to, in combination with, as alternatives to or in payment of grants, awards or commitments under any other plans or arrangements of the Company or any Affiliate.

8. DEFINITIONS.

“**Accelerated Option**” shall mean an Option eligible for exercise prior to the Normal Vesting Schedule in accordance with the provisions of Section 5.9 of this Plan. An Accelerated Option may be a Nonqualified Option or an Incentive Stock Option, as designated by the Administrator in the applicable Award Agreement.

“**Administrator**” has the meaning given to such term in Section 2.1.

“**Affiliate**” means, 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 any shareholder, member or partner of such Person.

“**Award**” means an award of any Option or Share Award, or any combination thereof, authorized by and granted under this Plan.

“**Award Agreement**” means any writing, approved by the Administrator, setting forth the terms of an Award that has been duly authorized and approved. An Award Agreement shall be deemed an Ordinary Shares purchase agreement under the Company’s Memorandum and Articles of Association.

“**Award Date**” means the date upon which the Administrator took the action granting an Award or such later date as the Administrator designates as the Award Date at the time of the grant of the Award.

“**Beneficiary**” means the person, persons, trust or trusts designated by a Participant, or, in the absence of a designation, entitled by will or the laws of descent and distribution, to receive the benefits specified in the Award Agreement and under this Plan if the Participant dies, and means the Participant’s executor or administrator if no other Beneficiary is designated and able to act under the circumstances. The exact Beneficiary of each Participant should be subject to the determination of the Administrator on a case-by-case basis.

“**Board**” means the Board of Directors of the Company.

“**Cause**” with respect to a Participant means (unless otherwise expressly provided in the applicable Award Agreement, or another applicable contract with the Participant that defines such term for purposes of determining the effect that a “for cause” termination has on the Participant’s options and/or share awards) a termination of employment or service based upon a finding by the Company or any of its Affiliates, acting in good faith and based on its reasonable belief at the time, that the Participant:

- (a) has been negligent in the discharge of his or her duties to the Company or any Affiliate, 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 Company or any of its Affiliates; 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 the Company or any of its Affiliates;
- (e) has engaged in unfair competition with, or otherwise acted intentionally in a manner injurious to the reputation, business or assets of, the Company or any of its Affiliates; or
- (f) has improperly induced a vendor or customer to break or terminate any contract with the Company or any of its Affiliates or induced a principal for whom the Company or any Affiliate 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 Company or any Affiliate first delivers written notice to the Participant of a finding of termination for Cause or the Administrator provides such notice.

“Change in Control Event” means any of the following:

- (a) Approval by shareholders of the Company (or, if no shareholder approval is required, by the Board alone) of the complete dissolution or liquidation of the Company, other than in the context of a Business Combination that does not constitute a Change in Control Event under paragraph (c) below;
- (b) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act (a **“Person”**)) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of either (1) the then-outstanding Ordinary Shares of the Company (the **“Outstanding Company Ordinary Shares”**) or (2) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the **“Outstanding Company Voting Securities”**); provided, however, that, for purposes of this paragraph (b), the following acquisitions shall not constitute a Change in Control Event; (A) any acquisition directly from the Company, (B) any acquisition by the Company, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Affiliate or a successor, (D) any acquisition by any entity pursuant to a Business Combination, (E) any acquisition by a Person described in and satisfying the conditions of Rule 13d-1(b) promulgated under the Exchange Act, or (F) any acquisition by a Person who is the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of the Outstanding Company Ordinary Shares and/or the Outstanding Company Voting Securities on the Effective Date (or an affiliate, heir, descendant, or related party of or to such Person);
- (c) Consummation of a reorganization, amalgamation, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or any other entity a majority of whose outstanding voting shares or voting power is beneficially owned directly or indirectly by the Company (a **“Subsidiary”**), a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or shares of another entity by the Company or any of its Subsidiaries (each, a **“Business Combination”**), in each case unless, following such Business Combination, (1) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Ordinary Shares and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding ordinary or common shares and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company’s assets directly or through one or more subsidiaries (a **“Parent”**)), and (2) no Person (excluding any individual or entity described in clauses (C), (E) or (F) of paragraph (b) above) beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, more than 50% of, respectively, the then-outstanding ordinary or common shares of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity, except to the extent that the ownership in excess of 50% existed prior to the Business Combination.

“Code” means the Internal Revenue Code of 1986 of the United States, as amended from time to time.

“Company” means AiHuiShou International Co. Ltd., an exempted company organized under the Companies Law of the Cayman Islands, and its successors.

“Control” means the power or authority, whether exercised or not, to direct the business, management and policies of a Person, directly or indirectly, or by effective control 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 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 the board of directors of such Person; the terms “Controlled” and “Controlling” have the meaning correlative to the foregoing.

“Accelerated Option” shall mean an Option eligible for exercise prior to the Normal Vesting Schedule in accordance with the provisions of Section 5.9 of this Plan. An Accelerated Option may be a Nonqualified Option or an Incentive Stock Option, as designated by the Administrator in the applicable Option Agreement.

“Effective Date” means the date the Board approved this Plan.

“Eligible Person” has the meaning given to such term in Section 3 of this Plan.

“Exchange Act” means the Securities Exchange Act of 1934 of the United States, as amended from time to time.

“Fair Market Value” for purposes of this Plan and unless otherwise determined or provided by the Administrator in the circumstances, means as follows:

- (a) if the Ordinary Shares are listed on any established stock exchange or a national market system, including without limitation, the New York Stock Exchange, or the NASDAQ Global Market or NASDAQ Capital Market of the Nasdaq Stock Market, or Hong Kong Stock Exchange, the Fair Market Value shall be the closing sales price for the Ordinary Shares (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination;
- (b) If the Ordinary Shares are not listed or admitted to trade on a national securities exchange, but they are regularly quoted by a recognized securities dealer, the Fair Market Value shall be the mean of the high bid and low asked prices for the Shares on the day of determination;
or

- (c) in the absence of an established market for the Shares, the Fair Market Value thereof shall be the purchase price of the Shares of the latest round of financing. The Administrator also may adopt a different methodology for determining Fair Market Value with respect to one or more Awards if a different methodology is necessary or advisable to secure any intended favorable tax, legal or other treatment for the particular Award(s) (for example, and without limitation, the Administrator may provide that Fair Market Value for purposes of one or more Awards will be based on an average of closing prices (or the average of high and low daily trading prices) for a specified period preceding the relevant date).

“Incentive Stock Option” means an Option that is designated and intended as an “incentive stock option” within the meaning of Section 422 of the Code, the award of which contains such provisions (including but not limited to the receipt of shareholder approval of this Plan, if the award is made prior to such approval) and is made under such circumstances and to such persons as may be necessary to comply with that section.

“Nonqualified Option” means an Option that is not an “incentive stock option” within the meaning of Section 422 of the Code and includes any Option designated or intended as a Nonqualified Option and any Option designated or intended as an Incentive Stock Option that fails to meet the applicable legal requirements thereof.

“Option” means an option to purchase Ordinary Shares granted under Section 5 of this Plan. The Administrator will designate any Option granted to an employee of the Company or an Affiliate as a Nonqualified Option or an Incentive Stock Option and may also designate any Option as an Accelerated Option.

“Ordinary Shares” means the Company’s Ordinary Shares, par value US\$ 0.001 per share, and such other securities or property as may become the subject of Awards, or become subject to Awards, pursuant to an adjustment made under Section 7.3.1 of this Plan.

“Participant” means an Eligible Person who has been granted and holds an Award under this Plan.

“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.

“Personal Representative” means the person or persons who, upon the disability or incompetence of a Participant, has acquired on behalf of the Participant, by legal proceeding or otherwise, the power to exercise the rights or receive benefits under this Plan by virtue of having become the legal representative of the Participant. The exact Personal Representative of each Participant should be subject to the determination of the Administrator on a case-by-case basis.

“Plan” means this AiHuiShou International Co. Ltd. Amended and Restated Share Incentive Plan, as it may hereafter be amended from time to time.

“Public Offering Date” means the date the Ordinary Shares are first registered under the Exchange Act and listed on a recognized national securities exchange.

“Repurchase Price” means, (a) in the event of the repurchase of shares acquired upon exercise of Class A Award or Class B Award, a price per share as then determined by the Board of the Company, or (b) in the event of the repurchase of the shares acquired upon exercise of Class C Award, the exercise price of the respective award.

“Restricted Shares” means Ordinary Shares awarded to a Participant under this Plan, subject to payment of such consideration and such conditions on vesting (which may include, among others, the passage of time, specified performance objectives or other factors) and such transfer and other restrictions as are established in or pursuant to this Plan and the related Award Agreement, to the extent such remain unvested and restricted under the terms of the applicable Award Agreement.

“Restricted Share Award” means an award of Restricted Shares.

“Securities Act” means the Securities Act of 1933 of the United States, as amended from time to time.

“Severance Date” with respect to a particular Participant means, unless otherwise provided in the applicable Award Agreement:

- (a) if the Participant is an Eligible Person under clause (a) of Section 3 and the Participant’s employment by the Company or any of its Affiliates terminates (regardless of the reason), the last day that the Participant is actually employed by the Company or such Affiliate (unless, immediately following such termination of employment, the Participant is a member of the Board or, by express written agreement with the Company or any of its Affiliates, continues to provide other services to the Company or any Affiliate as an Eligible Person under clause (c) of Section 3, in which case the Participant’s Severance Date shall not be the date of such termination of employment but shall be determined in accordance with clause (b) or (c) below, as applicable, in connection with the termination of the Participant’s other services);
- (b) if the Participant is not an Eligible Person under clause (a) of Section 3 but is an Eligible Person under clause (b) thereof, and the Participant ceases to be a member of the Board (regardless of the reason), the last day that the Participant is actually a member of the Board (unless, immediately following such termination, the Participant is an employee of the Company or any of its Affiliates or, by express written agreement with the Company or any of its Affiliates, continues to provide other services to the Company or any Affiliate as an Eligible Person under clause (c) of Section 3, in which case the Participant’s Severance Date shall not be the date of such termination but shall be determined in accordance with clause (a) above or (c) below, as applicable, in connection with the termination of the Participant’s employment or other services);
- (c) if the Participant is not an Eligible Person under clause (a) or clause (b) of Section 3 but is an Eligible Person under clause (c) thereof, and the Participant ceases to provide services to the Company or any of its Affiliates as determined in accordance with Section 7.4.4 (regardless of the reason), the last day that the Participant actually provides services to the Company or such Affiliate as an Eligible Person under clause (c) of Section 3 (unless, immediately following such termination, the Participant is an employee of the Company or any of its Affiliates or is a member of the Board, in which case the Participant’s Severance Date shall not be the date of such termination of services but shall be determined in accordance with clause (a) or (b) above, as applicable, in connection with the termination of the Participant’s employment or membership on the Board).

“Share Award” means an award of Ordinary Shares under Section 6 of this Plan. A Share Award may be a Restricted Share Award or an award of unrestricted Ordinary Shares.

“Total Disability” means a “total and permanent disability” within the meaning of Section 22(e)(3) of the Code and, with respect to Awards other than Incentive Stock Options, such other disabilities, infirmities, afflictions, or conditions as the Administrator may include.

AMENDMENT FIVE TO THE COMPANY’ AMENDED AND RESTATED SHARE INCENTIVE PLAN

(Adopted and Approved by the Board on July 5, 2018)

This Amendment Five to the Company’ Amended and Restated Share Incentive Plan (this “**Amendment**”) amends the Company’s Amended and Restated Share Incentive Plan, adopted by the Board on March 29, 2016 and approved by the Company’s members on March 29, 2016 (as amended, the “**Plan**”). Capitalized terms used but not otherwise defined here have the respective meanings assigned to such terms in the Plan.

WHEREAS, pursuant to Section 4.2 of the Plan, the maximum aggregate number of Ordinary Shares that may be delivered under the Plan shall not exceed 16,316,860 shares in the aggregate.

WHEREAS, the Company desires to amend the Plan to, among other things, reserve an additional 5,604,104 Ordinary Shares under the Plan, therefore increasing the maximum aggregate number of shares that may be issued under the Plan from 16,316,860 shares to 21,920,964 shares.

WHEREAS, pursuant to Section 7.7.1 of the Plan, the Board may, at any time, terminate or, from time to time, amend, modify, or suspend the Plan, in whole or in part.

NOW, THEREFORE, the Board approves as follows:

1. Amendment to Section 4.2. Section 4.2 of the Plan is hereby amended and restated to read in its entirety as follows:

“**4.2 Share Limits.** Subject to the provisions of Section 7.3.1 and further subject to the share counting rules of Section 4.3, the maximum number of Ordinary Shares that may be delivered pursuant to Awards granted under this Plan will not exceed 21,920,964 shares (the “**Share Limit**”) in the aggregate.* As required under U.S. Treasury Regulation Section 1.422-2(b)(3)(i), in no event will the number of Ordinary Shares that may be delivered pursuant to Incentive Stock Options granted under this Plan exceed the Share Limit.”

2. Miscellaneous.

2.1 Ratification. Except as set forth in this Amendment, the provisions of the Plan are in all respects ratified and confirmed, and all such terms, provisions and conditions thereof shall be and continue to remain in full force and effect.

2.2 Effect of this Amendment. This Amendment shall be effective upon approval of the Board. All references to the Plan or in any exhibit or schedule thereto shall thereafter refer to the Plan as amended by this Amendment.

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AiHuiShou International Co. Ltd.

2021 Share Incentive Plan

ARTICLE 1

PURPOSE

The purpose of the Plan is to promote the success and enhance the value of AiHuiShou International Co. Ltd., an exempted company formed under the laws of the Cayman Islands (the “Company”), by linking the personal interests of the Directors, Employees, and Consultants to those of the Company’s shareholders and by providing such individuals with an incentive for outstanding performance to generate superior returns to the Company’s shareholders.

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 “Applicable Laws” means 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, and the rules of any applicable stock exchange or national market system, of any jurisdiction applicable to Awards granted to residents therein.

2.2 “Award” means an Option, Restricted Share, Restricted Share Units or other types of award approved by the Committee granted to a Participant pursuant to the Plan.

2.3 “Award Agreement” means any written agreement, contract, or other instrument or document evidencing an Award, including through electronic medium.

2.4 “Board” means the Board of Directors of the Company.

2.5 “Cause” with respect to a Participant means (unless otherwise expressly provided in the applicable Award Agreement, or another applicable contract with the Participant that defines such term for purposes of determining the effect that a “for cause” termination has on the Participant’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 Participant:

(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 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 Committee) on the date on which the Service Recipient first delivers written notice to the Participant of a finding of termination for Cause.

2.6 "Code" means the Internal Revenue Code of 1986 of the United States, as amended.

2.7 "Committee" means a committee of the Board described in Article 10.

2.8 "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.

2.9 "Corporate Transaction", unless otherwise defined in an Award Agreement, means any of the following transactions, provided, however, that the Committee shall determine under (d) and (e) whether multiple transactions are related, and its determination shall be final, binding and conclusive:

(a) an amalgamation, arrangement or consolidation or scheme of arrangement (i) 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 (ii) following which the holders of the voting securities of the Company do not continue to hold more than 50% of the combined voting power of the voting securities of the surviving entity;

(b) the sale, transfer or other disposition of all or substantially all of the assets of the Company;

(c) the complete liquidation or dissolution of the Company;

(d) any reverse takeover or series of related transactions culminating in a reverse takeover (including, but not limited to, a tender offer followed by a reverse takeover) in which the Company is the surviving entity but (A) the Company's equity securities outstanding immediately prior to such takeover are converted or exchanged by virtue of the takeover 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 takeover or the initial transaction culminating in such takeover, but excluding any such transaction or series of related transactions that the Committee determines shall not be a Corporate Transaction; or

(e) 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 of 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.

2.10 "Director", means a member of the Board or a member of the board of directors of any Subsidiary of the Company.

2.11 "Disability", unless otherwise defined in an Award Agreement, means that the Participant qualifies to receive long-term disability payments under the Service Recipient's long-term disability insurance program, as it may be amended from time to time, to which the Participant provides services regardless of whether the Participant is covered by such policy. If the Service Recipient to which the Participant provides service does not have a long-term disability plan in place, "Disability" means that a Participant is unable to carry out the responsibilities and functions of the position held by the Participant by reason of any medically determinable physical or mental impairment for a period of not less than ninety (90) consecutive days. A Participant will not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Committee in its discretion.

2.12 "Effective Date" shall have the meaning set forth in Article 11.1.

2.13 "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.

2.14 "Exchange Act" means the Securities Exchange Act of 1934 of the United States, as amended.

2.15 "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 stock exchanges or national market systems, including without limitation, the New York Stock Exchange or the NASDAQ Stock Market, 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 Committee) 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 on the website maintained by such exchange or market system or such other source as the Committee 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 Committee 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 transaction, (iii) an independent valuation of the Shares, or (iv) such other methodologies or information as the Committee determines to be indicative of Fair Market Value.

2.16 "Group Entity" means any of the Company and Subsidiaries of the Company.

2.17 "Incentive Share Option" means an Option that is intended to meet the requirements of Section 422 of the Code or any successor provision thereto.

2.18 "Independent Director" means (i) if the Shares or other securities representing the Shares are not listed on a stock exchange, a Director of the Company who is a Non-Employee Director; and (ii) if the Shares or other securities representing the Shares are listed on one or more stock exchange, a Director of the Company who meets the independence standards under the applicable corporate governance rules of the stock exchange(s).

2.19 "Non-Employee Director" means a member of the Board who qualifies as a "Non-Employee Director" as defined in Rule 16b-3(b)(3) of the Exchange Act, or any successor definition adopted by the Board.

2.20 "Non-Qualified Share Option" means an Option that is not intended to be an Incentive Share Option.

2.21 "Option" means a right granted to a Participant pursuant to Article 5 of the Plan to purchase a specified number of Shares at a specified price during specified time periods. An Option may be either an Incentive Share Option or a Non-Qualified Share Option.

2.22 "Participant" means a person who, as a Director, Consultant or Employee, has been granted an Award pursuant to the Plan.

2.23 "Parent" means a parent corporation under Section 424(e) of the Code.

2.24 "Plan" means this 2021 Share Incentive Plan of AiHuiShou International Co. Ltd., as amended and/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 ownership interest, directly or indirectly, or controls through contractual arrangements and consolidates the financial results according to applicable accounting standards, but which is not a Subsidiary and which the Board designates as a Related Entity for purposes of the Plan.

2.26 “Restricted Share” means a Share awarded to a Participant pursuant to Article 6 that is subject to certain restrictions and may be subject to risk of forfeiture/repurchase.

2.27 “Restricted Share Unit” means the right granted to a Participant pursuant to Article 7 to receive a Share at a future date.

2.28 “Securities Act” means the Securities Act of 1933 of the United States, as amended.

2.29 “Service Recipient” means the Company or Subsidiary of the Company to which a Participant provides services as an Employee, a Consultant or a Director.

2.30 “Share” means the ordinary shares of the Company, par value US\$0.001 per share, and such other securities of the Company that may be substituted for Shares pursuant to Article 9.

2.31 “Subsidiary” means any corporation or other entity of which a majority of the outstanding voting shares or voting power is beneficially owned directly or indirectly by the Company.

2.32 “Trading Date” means the closing of the first sale to the general public of the Shares pursuant to a registration statement filed with and declared effective by the U.S. Securities and Exchange Commission under the Securities Act.

ARTICLE 3

SHARES SUBJECT TO THE PLAN

3.1 Number of Shares.

(a) Subject to the provisions of Article 9 and Article 3.1(b), the maximum aggregate number of Shares which may be issued pursuant to all Awards (including Incentive Share Options) shall be 6,175,189 (to be equitably adjusted in the event of any share dividend, subdivision, reclassification, recapitalization, split, reverse split, combination, consolidation or similar transactions).

(b) To the extent that an Award terminates, expires, or lapses for any reason, any Shares subject to the Award shall again be available for the grant of an Award pursuant to the Plan. To the extent permitted by Applicable Laws, Shares issued in assumption of, or in substitution for, any outstanding awards of any entity acquired in any form or combination by a Group Entity shall not be counted against Shares available for grant pursuant to the Plan. Shares delivered by the Participant 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 Article 3.1(a). If any Restricted Shares are forfeited or repurchased by the Company, such Shares may again be optioned, granted or awarded hereunder, subject to the limitations of Article 3.1(a). Notwithstanding the provisions of this Article 3.1(b), no Shares may again be optioned, granted or awarded if such action would cause an Incentive Share Option to fail to qualify as an incentive share option under Section 422 of the Code.

3.2 Shares 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. Additionally, at the discretion of the Committee, any Shares distributed pursuant to an Award may be represented by American Depository Shares. If the number of Shares represented by an American Depository Share is other than on a one-to-one basis, the limitations of Article 3.1 shall be adjusted to reflect the distribution of American Depository Shares in lieu of Shares.

ARTICLE 4

ELIGIBILITY AND PARTICIPATION

4.1 Eligibility. Persons eligible to participate in this Plan include Employees, Consultants, and Directors, as determined by the Committee.

4.2 Participation. Subject to the provisions of the Plan, the Committee may, from time to time, select from among all eligible individuals, those to whom Awards shall be granted and shall determine the nature and amount of each Award. No individual shall have any right to be granted an Award pursuant to this Plan.

ARTICLE 5

OPTIONS

5.1 General. The Committee is authorized to grant Options to Participants on the following terms and conditions:

(a) Exercise Price. The exercise price per Share subject to an Option shall be determined by the Committee 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. The exercise price per Share subject to an Option may be amended or adjusted in the absolute discretion of the Committee, the determination of which shall be final, binding and conclusive. For the avoidance of doubt, to the extent not prohibited by Applicable Laws or any 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 Participants. Notwithstanding anything in the foregoing, the exercise price shall in no circumstances be less than the par value of the Shares.

(b) Time and Conditions of Exercise. The Committee shall determine the time or times at which an Option may be exercised in whole or in part, including exercise prior to vesting; provided that the term of any Option granted under the Plan shall not exceed ten years, except as provided in Article 12.1. The Committee shall also determine any conditions, if any, that must be satisfied before all or part of an Option may be exercised.

(c) Payment. The Committee shall determine the methods by which the exercise price of an Option may be paid, the form of payment, including, without limitation (i) cash or check denominated in U.S. Dollars, (ii) to the extent permissible under the Applicable Laws, cash or check in Chinese Renminbi, (iii) cash or check denominated in any other local currency as approved by the Committee, (iv) Shares held for such period of time as may be required by the Committee in order to avoid adverse financial accounting consequences and having a Fair Market Value on the date of delivery equal to the aggregate exercise price of the Option or exercised portion thereof, (v) after the Trading Date the delivery of a notice that the Participant has placed a market sell order with a broker with respect to Shares then issuable upon exercise of the Option, 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 Option exercise price; provided that payment of such proceeds is then made to the Company upon settlement of such sale, (vi) other property acceptable to the Committee with a Fair Market Value equal to the exercise price, or (vii) any combination of the foregoing. Notwithstanding any other provision of the Plan to the contrary, no Participant who is a member of the Board or an "executive officer" of the Company within the meaning of Section 13(k) of the Exchange Act shall be permitted to pay the exercise price of an Option in any method which would violate Section 13(k) of the Exchange Act.

(d) Effects of Termination of Employment or Service on Options. Termination of employment or service shall have the following effects on Options granted to the Participants:

(i) Dismissal for Cause. Unless otherwise provided in the Award Agreement, if a Participant's employment by or service to the Service Recipient is terminated by the Service Recipient for Cause, the Participant'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 Participant's employment by or service to the Service Recipient terminates as a result of the Participant's death or Disability:

(1) the Participant (or his or her legal representative or beneficiary, in the case of the Participant's Disability or death, respectively), will have until the date that is 12 months after the Participant's termination of Employment to exercise the Participant's Options (or portion thereof) to the extent that such Options were vested and exercisable on the date of the Participant's termination of Employment on account of death or Disability;

(2) the Options, to the extent not vested and exercisable on the date of the Participant's termination of Employment or service, shall terminate upon the Participant's termination of Employment or service on account of death or Disability; and

(3) the Options, to the extent exercisable for the 12-month period following the Participant'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 12-month period.

(iii) Other Terminations of Employment or Service. Unless otherwise provided in the Award Agreement, if a Participant'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 Participant's death or Disability:

(1) the Participant will have until the date that is 90 days after the Participant'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 Participant's termination of Employment or service;

(2) the Options, to the extent not vested and exercisable on the date of the Participant's termination of Employment or service, shall terminate upon the Participant's termination of Employment or service; and

(3) the Options, to the extent exercisable for the 90-day period following the Participant'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.

5.2 Incentive Share Options. Incentive Share Options may be granted to Employees of the Company or a Subsidiary of the Company. Incentive Share Options may not be granted to employees of a Related Entity or to Independent Directors or Consultants. The terms of any Incentive Share Options granted pursuant to the Plan, in addition to the requirements of Article 5.1, must comply with the following additional provisions of this Article 5.2:

(a) 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 Share Options are first exercisable by a Participant in any calendar year may not exceed \$100,000 or such other limitation as imposed by Section 422(d) of the Code, or any successor provision. To the extent that Incentive Share Options are first exercisable by a Participant in excess of such limitation, the excess shall be considered Non-Qualified Share Options.

(b) Exercise Price. The exercise price of an Incentive Share Option shall be equal to the Fair Market Value on the date of grant. However, the exercise price of any Incentive Share Option 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 or any Parent or Subsidiary of the Company may not be less than 110% of Fair Market Value on the date of grant and such Option may not be exercisable for more than five years from the date of grant. Notwithstanding anything in the foregoing, the exercise price shall in no circumstances be less than the par value of the Shares.

(c) Transfer Restriction. The Participant shall give the Company prompt notice of any disposition of Shares acquired by exercise of an Incentive Share Option within (i) two years from the date of grant of such Incentive Share Option or (ii) one year after the transfer of such Shares to the Participant.

(d) Expiration of Incentive Share Options. No Award of an Incentive Share Option may be made pursuant to this Plan after the tenth anniversary of the Effective Date.

(e) Right to Exercise. During a Participant's lifetime, an Incentive Share Option may be exercised only by the Participant.

ARTICLE 6

RESTRICTED SHARES

6.1 Grant of Restricted Shares. The Committee, at any time and from time to time, may grant Restricted Shares to Participants as the Committee, in its sole discretion, shall determine. The Committee, in its sole discretion, shall determine the number of Restricted Shares to be granted to each Participant.

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 Committee, in its sole discretion, shall determine. Unless the Committee determines otherwise, Restricted Shares shall be held by the Company as escrow agent until the restrictions on such Restricted Shares have lapsed.

6.3 Issuance and Restrictions. Restricted Shares shall be subject to such restrictions on transferability and other restrictions as the Committee may impose (including, without limitation, limitations on the right to vote Restricted Shares or the right to receive dividends on the Restricted Shares). These restrictions may lapse separately or in combination at such times, pursuant to such circumstances, in such installments, or otherwise, as the Committee determines at the time of the grant of the Award or thereafter.

6.4 Forfeiture/Repurchase. Except as otherwise determined by the Committee at the time of the grant of the Award or thereafter, upon termination of employment or service during the applicable restriction period, Restricted Shares that are at that time subject to restrictions shall be forfeited or repurchased in accordance with the Award Agreement; provided, however, the Committee may (a) provide in any Restricted Share Award Agreement that restrictions or forfeiture and repurchase conditions relating to Restricted Shares will be waived in whole or in part in the event of terminations resulting from specified causes, and (b) in other cases waive in whole or in part restrictions or forfeiture and repurchase conditions relating to Restricted Shares.

6.5 Certificates for Restricted Shares. Restricted Shares granted pursuant to the Plan may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Shares are registered in the name of the Participant, certificates must bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Shares, and the Company may, at its discretion, retain physical possession of the certificate until such time as all applicable restrictions lapse.

6.6 Removal of Restrictions. Except as otherwise provided in this Article 6, Restricted Shares granted under the Plan shall be released from escrow as soon as practicable after the last day of the period of restriction. The Committee, in its discretion, may accelerate the time at which any restrictions shall lapse or be removed. After the restrictions have lapsed, the Participant shall be entitled to have any legend or legends under Article 6.5 removed from his or her Share certificate, and the Shares shall be freely transferable by the Participant, subject to applicable legal restrictions. The Committee (in its discretion) may establish procedures regarding the release of Shares from escrow and the removal of legends, as necessary or appropriate to minimize administrative burdens on the Company.

ARTICLE 7

RESTRICTED SHARE UNITS

7.1 Grant of Restricted Share Units. The Committee, at any time and from time to time, may grant Restricted Share Units to Participants as the Committee, in its sole discretion, shall determine. The Committee, in its sole discretion, shall determine the number of Restricted Share Units to be granted to each Participant.

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 Committee, in its sole discretion, shall determine.

7.3 Form and Timing of Payment of Restricted Share Units. At the time of grant, the Committee shall specify the date or dates on which the Restricted Share Units shall become fully vested and nonforfeitable. Upon vesting, the Committee, in its sole discretion, may pay Restricted Share Units in the form of cash, Shares or a combination thereof.

7.4 Forfeiture/Repurchase. Except as otherwise determined by the Committee at the time of the grant of the Award or thereafter, upon termination of employment or service during the applicable restriction period, Restricted Share Units that are at that time unvested shall be forfeited or repurchased in accordance with the Award Agreement; *provided, however*, the Committee may (a) provide in any Restricted Share Unit Award Agreement that restrictions or forfeiture and repurchase conditions relating to Restricted Share Units will be waived in whole or in part in the event of terminations resulting from specified causes, and (b) in other cases waive in whole or in part restrictions or forfeiture and repurchase conditions relating to Restricted Share Units.

ARTICLE 8

PROVISIONS APPLICABLE TO AWARDS

8.1 Award Agreement. Awards under the Plan shall be evidenced by Award Agreements that set forth the terms, conditions and limitations for each Award which may include the term of an Award, the provisions applicable in the event the Participant's employment or service terminates, and the Company's authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind an Award.

8.2 No Transferability; Limited Exception to Transfer Restrictions

8.2.1 Limits on Transfer. Unless otherwise expressly provided in (or pursuant to) this Article 8.2, by applicable law and by the Award Agreement, as the same may be amended:

(a) all Awards are non-transferable and will not be subject in any manner to sale, transfer, anticipation, alienation, assignment, pledge, encumbrance or charge;

(b) Awards will be exercised only by the Participant; and

(c) amounts payable or shares issuable pursuant to an Award will be delivered only to (or for the account of), and, in the case of Shares, registered in the name of, the Participant.

In addition, the shares shall be subject to the restrictions set forth in the applicable Award Agreement.

8.2.2 Further Exceptions to Limits on Transfer. The exercise and transfer restrictions in Article 8.2.1 will not apply to:

(a) transfers to the Company or a Subsidiary;

(b) transfers by gift to “immediate family” as that term is defined in SEC Rule 16a-1(e) promulgated under the Exchange Act;

(c) the designation of a beneficiary to receive benefits if the Participant dies or, if the Participant has died, transfers to or exercises by the Participant’s beneficiary, or, in the absence of a validly designated beneficiary, transfers by will or the laws of descent and distribution; or

(d) if the Participant has suffered a disability, permitted transfers or exercises on behalf of the Participant by the Participant’s duly authorized legal representative; or

(e) subject to the prior approval of the Committee or an executive officer or director of the Company authorized by the Committee, transfer to one or more natural persons who are the Participant’s family members or entities owned and controlled by the Participant and/or the Participant’s family members, including but not limited to trusts or other entities whose beneficiaries or beneficial owners are the Participant and/or the Participant’s family members, or to such other persons or entities as may be expressly approved by the Committee, pursuant to such conditions and procedures as the Committee or may establish. Any permitted transfer shall be subject to the condition that the Committee receives evidence satisfactory to it that the transfer is being made for estate and/or tax planning purposes and on a basis consistent with the Company’s lawful issue of securities.

Notwithstanding anything else in this Article 8.2.2 to the contrary, but subject to compliance with all Applicable Laws, Incentive Share Options, Restricted Shares and Restricted Share Units will be subject to any and all transfer restrictions under the Code applicable to such Awards or necessary to maintain the intended tax consequences of such Awards. Notwithstanding clause (b) above but subject to compliance with all Applicable Laws, any contemplated transfer by gift to “immediate family” as referenced in clause (b) above is subject to the condition precedent that the transfer be approved by the Administrator in order for it to be effective.

8.3 Beneficiaries. Notwithstanding Article 8.2, a Participant may, in the manner determined by the Committee, designate a beneficiary to exercise the rights of the Participant and to receive any distribution with respect to any Award upon the Participant's death. A beneficiary, legal guardian, legal representative, or other person claiming any rights pursuant to the Plan is subject to all terms and conditions of the Plan and any Award Agreement applicable to the Participant, except to the extent the Plan and Award Agreement otherwise provide, and to any additional restrictions deemed necessary or appropriate by the Committee. If the Participant is married and resides in a community property state, a designation of a person other than the Participant's spouse as his or her beneficiary with respect to more than 50% of the Participant's interest in the Award shall not be effective without the prior written consent of the Participant's spouse. If no beneficiary has been designated or survives the Participant, payment shall be made to the person entitled thereto pursuant to the Participant's will or the laws of descent and distribution. Subject to the foregoing, a beneficiary designation may be changed or revoked by a Participant at any time provided the change or revocation is filed with the Committee.

8.4 Performance Objectives and Other Terms. The Committee, in its discretion, shall set performance objectives or other vesting criteria which, depending on the extent to which they are met, will determine the number or value of the Awards that will be granted or paid out to the Participants.

ARTICLE 9

CHANGES IN CAPITAL STRUCTURE

9.1 Adjustments. In the event of any dividend, share split, combination or exchange of Shares, amalgamation, arrangement or consolidation, spin-off, recapitalization or other distribution (other than normal cash dividends) of Company assets to its shareholders, or any other change affecting the number of Shares or the share price of a Share, the Committee shall make such proportionate adjustments, if any, as the Committee in its discretion may deem appropriate 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 Article 3.1); (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, provided that the exercise price per Share shall in no circumstances fall below the par value of such Share.

9.2 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 Participant, if the Committee anticipates the occurrence, or upon the occurrence, of a Corporate Transaction, the Committee may, in its sole discretion, provide for (i) any and all Awards outstanding hereunder to terminate at a specific time in the future and shall give each Participant the right to exercise the vested portion of such Awards during a period of time as the Committee shall determine, or (ii) 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 (and, for the avoidance of doubt, if as of such date the Committee determines in good faith that no amount would have been attained upon the exercise of such Award, then such Award may be terminated by the Company without payment), or (iii) the replacement of such Award with other rights or property selected by the Committee 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, or (iv) payment of such Award in cash based on the value of Shares on the date of the Corporate Transaction plus reasonable interest on the Award through the date as determined by the Committee when such Award would otherwise be vested or have been paid in accordance with its original terms, if necessary to comply with Section 409A of the Code.

9.3 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 9, the Committee 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 Committee may consider appropriate to prevent dilution or enlargement of rights (provided that the exercise price per Share shall in no circumstances fall below the par value of such Share).

9.4 No Other Rights. Except as expressly provided in the Plan, no Participant 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 Committee under the Plan, and 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 10

ADMINISTRATION

10.1 Committee. The Plan shall be administered by the Board or a committee of one or more members of the Board (the “Committee”) to whom the Board shall delegate the authority to grant or amend Awards to Participants other than any of the Committee members and Independent Directors. 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, and with respect to Awards granted to the Committee members and Independent Directors and for purposes of such Awards the term “Committee” as used in the Plan shall be deemed to refer to the Board.

10.2 Action by the Committee. A majority of the Committee shall constitute a quorum. The acts of a majority of the members present at any meeting at which a quorum is present, and acts approved unanimously in writing all members of the Committee in lieu of a meeting, shall be deemed the acts of the Committee. Each member of the Committee is entitled to, in good faith, rely or act upon any report or other information furnished to that member by any officer or other employee of a Group Entity, the Company’s independent certified public accountants, or any executive compensation consultant or other professional retained by the Company to assist in the administration of the Plan.

10.3 Authority of the Committee. Subject to any specific designation in the Plan, the Committee has the exclusive power, authority and discretion to:

- (a) designate Participants to receive Awards;

- (b) determine the type or types of Awards to be granted to each Participant;
- (c) determine the number of Awards to be granted and the number 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 restrictions or limitations on the Award, any schedule for 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 Committee 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 Participant;
- (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;
- (j) amend terms and conditions of Award Agreements; and
- (k) make all other decisions and determinations that may be required pursuant to the Plan or as the Committee deems necessary or advisable to administer the Plan, including design and adopt from time to time new types of Awards that are in compliance with Applicable Laws.

10.4 Decisions Binding. The Committee's interpretation of the Plan, any Awards granted pursuant to the Plan, any Award Agreement and all decisions and determinations by the Committee with respect to the Plan are final, binding, and conclusive on all parties.

ARTICLE 11

EFFECTIVE AND EXPIRATION DATE

11.1 Effective Date. The Plan shall become effective as of the date the Board adopts the Plan or as otherwise specified by the Board when adopting the Plan (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.

ARTICLE 12

AMENDMENT, MODIFICATION, AND TERMINATION

12.1 Amendment, Modification, and Termination. At any time and from time to time, the Board may terminate, amend or modify the Plan; provided, however, that (a) to the extent necessary and desirable to comply with Applicable Laws or stock exchange rules, the Company shall obtain shareholder approval of any Plan amendment in such a manner and to such a degree as required, unless the Company decides to follow home country practice, and (b) unless the Company decides to follow home country practice, 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 9), or (ii) permits the Committee to extend the term of the Plan or the exercise period for an Option beyond ten years from the date of grant.

12.2 Awards Previously Granted. Except with respect to amendments made pursuant to Article 12.1, no termination, amendment, or modification of the Plan shall adversely affect in any material way any Award previously granted pursuant to the Plan without the prior written consent of the Participant.

ARTICLE 13

GENERAL PROVISIONS

13.1 No Rights to Awards. No Participant, employee, or other person shall have any claim to be granted any Award pursuant to the Plan, and neither the Company nor the Committee is obligated to treat Participants, employees, and other persons uniformly.

13.2 No Shareholders Rights. No Award gives the Participant any of the rights of a shareholder of the Company unless and until Shares are in fact issued to such person in connection with such Award.

13.3 Taxes. No Shares shall be delivered under the Plan to any Participant until such Participant has made arrangements acceptable to the Committee for the satisfaction of any income and employment tax withholding obligations under Applicable Laws. The Company or any Subsidiary shall have the authority and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy all applicable taxes (including the Participant's payroll tax obligations) required or permitted by Applicable Laws to be withheld with respect to any taxable event concerning a Participant arising as a result of this Plan. The Committee may in its discretion and in satisfaction of the foregoing requirement allow a Participant to elect to have the Company withhold Shares otherwise issuable under an Award (or allow the return of Shares) having a Fair Market Value equal to the sums required to be withheld. Notwithstanding any other provision of the Plan, the number of Shares which may be withheld with respect to the issuance, vesting, exercise or payment of any Award (or which may be repurchased from the Participant of such Award after such Shares were acquired by the Participant from the Company) in order to satisfy any income and payroll tax liabilities applicable to the Participant with respect to the issuance, vesting, exercise or payment of the Award shall, unless specifically approved by the Committee, 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 the applicable income and payroll tax purposes that are applicable to such supplemental taxable income.

13.4 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 Participant's employment or services at any time, nor confer upon any Participant any right to continue in the employment or services of any Service Recipient.

13.5 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 Participant pursuant to an Award, nothing contained in the Plan or any Award Agreement shall give the Participant any rights that are greater than those of a general creditor of the relevant Group Entity.

13.6 Indemnification. To the extent allowable pursuant to Applicable Laws, each member of the Committee or of the Board 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 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.

13.7 Expenses. The expenses of administering the Plan shall be borne by the Group Entities.

13.8 Fractional Shares. No fractional Shares shall be issued and the Committee shall determine, in its discretion, whether cash shall be given in lieu of fractional Shares or whether such fractional Shares shall be eliminated by rounding up or down as appropriate.

13.9 Government and Other Regulations. The obligation of the Company to make payment of awards in Shares or otherwise shall be subject to all Applicable Laws, and to such approvals by government agencies as may be required. The Company shall be under no obligation to register any of the Shares paid pursuant to the Plan under the Securities Act or any other similar law in any applicable jurisdiction. If the Shares paid pursuant to the Plan may in certain circumstances be exempt from registration pursuant to the Securities Act or other Applicable Laws, the Company may restrict the transfer of such Shares in such manner as it deems advisable to ensure the availability of any such exemption.

13.10 Governing Law. The Plan and all Award Agreements shall be construed in accordance with and governed by the laws of the Cayman Islands.

13.11 Section 409A. To the extent that the Committee determines that any Award granted under the Plan is or may become 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 the Award Agreements shall be interpreted in accordance with Section 409A of the Code and the U.S. Department of Treasury regulations and other interpretative guidance issued thereunder, including without limitation any such regulation 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 Committee 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 Committee 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 Committee 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 U.S. Department of Treasury guidance.

Exclusive Technology Consulting and Management Service Agreement

This Exclusive Technology Consulting and Management Service Agreement (this “**Agreement**”) is made on August 31, 2012 by and between:

Party A: Shanghai Yueyee Network Information Technology Co., Ltd.

Company Address: Rooms 1202-3, Building 2, No.335 Guoding Road, Yangpu District, Shanghai

Legal Representative: Sun Wenjun

Party B: Shanghai Aihui Trading Co., Ltd.

Company Address: Room 224, Building 1, No.2011 Wusi Road, Fengxian District, Shanghai

Legal Representative: Sun Wenjun

WHEREAS:

1. Party A is a limited liability company incorporated in the territory of the People’s Republic of China (the “**PRC**”) engaging in, among other things, the provision of a bidding and trading platform for sellers and recyclers of second-hand electronic products.
2. Party B is a wholly foreign-owned enterprise duly incorporated and validly existing in the territory of the PRC, engaging in, among other things, the provision of services relating to the bidding and trading platform for sellers and recyclers of second-hand electronic products.
3. It is agreed that Party B has the exclusive right to provide Party A with technology consulting and management services, and Party A agrees to accept such services so provided.

NOW THEREFORE, the Parties hereby agree as follows by mutual agreement:

1. Exclusive Technology Consulting and Management Services
 - 1.1 During the term of this Agreement, Party A agrees that Party B has the exclusive right to provide Party A with such technology consulting and management services as set out in Appendix 1 hereto. Party A also agrees that, during the term hereof, it will not accept any technology consulting and management services provided by any third party with respect to the business mentioned above without Party B’s prior written consent.

- 1.2 During the term of this Agreement, Party A shall, within a reasonable period of time upon determination of its request for Party B's technical support, furnish Party B with such request, upon receipt of which Party B shall complete the technical work product as requested within such period as agreed by the Parties and deliver to the same to Party A in the manner agreed by the Parties.
 - 1.3 All intellectual property created as a result of the performance of this Agreement, including but not limited to any technology and software, whether independently developed by Party B or developed by either Party using the other Party's intellectual property, shall be the sole and exclusive property of Party B, and Party A shall not assert any right, title, interest or intellectual property right therein or thereto against Party B.
 - 1.4 If any intellectual property is to be developed by Party B using Party A's intellectual property, then Party A is required to ensure such intellectual property be free from any defects, failing which Party A shall be liable for any losses caused to Party B.
2. Calculation and Payment of Technology Consulting and Service Fees
- 2.1 Service Fees: It is agreed that Party B shall provide Party A with the services described herein during the term of this Agreement, and in return, Party A shall pay to Party B service fees to be determined in such manner as set forth in the Calculation and Payment Terms of Service Fees attached hereto as Appendix 2.
 - 2.2 Party B shall have the right to appoint, at its own cost, its employees or certified public accountants in the PRC or any other country ("**Party B's Authorized Representative**") to inspect Party A's accounts for the purpose of auditing the calculation method and amount of service fees. In this regard, Party A shall provide Party B's Authorized Representative with such documents, accounts, records and data as requested thereby in order for such representative to audit Party A's accounts and determine the amount of service fees. The amount of service fees payable by Party A shall be determined by Party B's Authorized Representative. Party B shall have the right to issue a service bill to Party A at any time after the issuance of an audit report by Party B's Authorized Representative, requesting Party A to pay any unpaid service fees. Party A shall pay for the bill within seven (7) business days upon receipt thereof.

3. Representations and Warranties

3.1 Party A hereby represents and warrants that:

3.1.1 Party A is a company duly incorporated, validly existing and in good standing under the laws of the PRC.

3.1.2 Party A's execution and performance of this Agreement are within the scope of its corporate power and business, and it has taken necessary corporate actions and obtained appropriate authorization subject to such laws and contracts that are binding upon or affect it. Upon execution by Party A, this Agreement constitutes its legal, valid and binding obligation, and is enforceable against it in accordance with the terms hereof.

3.2 Party B hereby represents and warrants that:

3.2.1 Party B is a company duly incorporated, validly existing and in good standing under the laws of the PRC.

3.2.2 The services provided by Party B do not constitute a violation of any applicable laws, regulations or government policies.

3.2.3 Party B's execution and performance of this Agreement are within the scope of its corporate power and business, and it has taken necessary corporate actions and obtained appropriate authorization subject to such laws and contracts that are binding upon or affect it. Upon execution by Party B, this Agreement constitutes its legal, valid and binding obligation, and is enforceable against it in accordance with the terms hereof.

4. Intellectual Property and Confidentiality

4.1 Party A agrees to make its best efforts to take all reasonable measures to keep confidential Party B's confidential materials and information ("**Confidential Information**"). Party A shall, upon Party B's request, return to Party B or destroy any document, material or software incorporating Confidential Information, and delete any Confidential Information from any relevant memory device, in which case Party A shall not continue to use such Confidential Information. Party A shall not disclose, provide or transfer any Confidential Information to any third party without Party B's written consent.

- 4.2 “Confidential Information” means any trade secret, proprietary information and other material and information in any form whatsoever that belongs to Party B or any of its clients, customers, consultants, sub-licensees or affiliates and is held in confidence by Party B. Confidential Information shall include, without limitation, computer software, Party B’s online catalogs, business plans and ideas, product development, inventions, service designs, creative designs, pictures, texts, audio and video recordings, multimedia information, client data, market data, financial information, scientific information and any and all intellectual property or industrial property owned by Party B, as well as other information deemed or used as Confidential Information by Party B or any of its clients, customers, consultants, sub-licensees or affiliates. Notwithstanding the foregoing, Confidential Information shall not include any information freely disclosed by any associated company to the public or otherwise made generally available to the public.
- 4.3 It is agreed that, notwithstanding any modification, rescission or termination of this Agreement, this Article shall remain in force and effect.
- 4.4 Party A covenants that, if it commits a breach of the preceding provisions, it shall indemnify Party B against any financial losses caused thereto.

5. Indemnification

- 5.1 Unless otherwise set forth herein, in the event that Party A fails or suspends to perform all of its obligations hereunder, and fails to correct such behavior within thirty (30) days after receipt of Party B’s notice, or that any of Party A’s representations or warranties is untrue, Party A shall be deemed to have committed a default hereunder.
- 5.2 Party A shall be fully liable for any claim made by any person as a result of Party A’s failure to obey Party B’s instructions or its improper use of Party B’s intellectual property or improper technical operations.
- 5.3 Party B shall indemnify and hold harmless Party A from and against any losses, damages, obligations and expenses resulting from any lawsuit, claim or other demand against Party A caused by or arising out of the provision of Party B’s services.
- 5.4 Party A shall indemnify and hold harmless Party B from and against any losses, damages, obligations and expenses resulting from any lawsuit, claim or other demand against Party B caused by or arising out of Party A’s request.

- 5.5 In the event that Party A fails to pay to Party B the service fees at such time and in such manner as agreed by the Parties, for each day of delay, Party A shall pay to Party B liquidated damages in an amount equal to 0.05% of the late payment as described in the Calculation and Payment Terms of Service Fees attached hereto.
6. Effectiveness
- 6.1 This Agreement shall be executed and take effect as of the date first written above. The term of this Agreement shall be ten (10) years, unless earlier terminated by Party B. Prior to the expiration of the term of this Agreement, the Parties shall, upon Party B's request, extend this Agreement for further performance hereof or otherwise enter into a new exclusive technology consulting and management service agreement.
7. Termination
- 7.1 Party A shall not terminate this Agreement during the term hereof, otherwise Party A shall indemnify Party B against all losses caused thereto and pay for the services that have been performed by Party B. Party B shall have the right to terminate this Agreement at any time by giving thirty (30) days' prior written notice to Party A.
- 7.2 Survival: All rights and obligations of the Parties under Articles 4, 5 and 8 hereof shall survive the termination of this Agreement.
8. Governing Law and Dispute Resolution
- 8.1 The conclusion, validity, interpretation and performance of this Agreement shall be governed by the laws of the PRC.
- 8.2 Any and all disputes between the Parties arising from the interpretation and performance of the provisions hereof shall be resolved by the Parties through negotiations in good faith. Should such negotiations fail, either Party may refer the dispute to Shanghai Arbitration Commission for arbitration in accordance with its arbitration rules then in effect. The arbitration proceedings shall be conducted in Chinese. The arbitral award shall be final and binding upon the Parties.
9. Force Majeure
- 9.1 If and when the performance of this Agreement is delayed or hindered by reason of any "force majeure event", the Party affected by force majeure shall be exempted from any liability hereunder only for such delay or hindrance. "Force majeure event" means any event beyond the reasonable control of a Party that cannot be avoided by such Party with reasonable care, including but not limited to government actions, acts of nature, fire, explosion, geographical changes, storm, flood, earthquake, tide, lightning or war; provided, however, that lack of credit, funds or financing shall not be deemed to have gone beyond the reasonable control of a Party. The Party affected by "force majeure event" who seeks exemption from performance of this Agreement or any provision hereof shall, as soon as practicable, notify the other Party of such exemption and all necessary measures to be taken for such performance.

9.2 The Party affected by force majeure shall be exempted from any liability hereunder for such force majeure; provided, however, that the affected Party who seeks exemption from any liability may be exempted from liability only to the extent that it has made its reasonably practicable efforts to perform this Agreement, which exemption shall be solely applicable to the performance delayed or hindered by force majeure. The Parties agree to make their best efforts to resume the performance hereof as soon as the cause for such exemption is rectified and remedied.

10. Transfer

10.1 Without Party B's prior written consent, Party A shall not transfer to any third party any of its rights and obligations hereunder.

10.2 Party B may transfer its rights and obligations to any of its affiliates hereunder. For the purposes hereof, "affiliate" mentioned above means an entity is controlled by, controls or is under common control with Party B. For the purposes of this Article, "control" means the possession, direct or indirect, of the power to determine and/or direct the other Party's operations and management, whether through ownership of equity in or agreement with the controlled entity. Party B shall notify Party A in writing of such transfer by giving at least twenty (20) days' prior written notice to Party A.

11. Severability

If any provision hereof is invalid or unenforceable due to non-compliance with applicable laws, then such provision shall be deemed invalid only to the extent that applicable laws apply, and shall not affect the validity and enforceability of the remaining provisions hereof.

12. Amendment and Supplement

Any amendment or supplement to or extension of this Agreement may be made in writing by the Parties. Any amendment or supplemental agreement duly signed by the Parties with respect to this Agreement shall form an integral part hereof, and shall have the same legal force and effect as this Agreement.

13. This Agreement is executed in two (2) originals, with each Party holding one (1) original, and each original having the same legal effect.

IN WITNESS WHEREOF, the Parties have caused their respective authorized representatives to execute this Agreement as of the date first written above.

(The remainder of this page is intentionally left blank)

(This is a signature page to the Exclusive Technology Consulting and Management Service Agreement)

Party A: Shanghai Yueyee Network Information Technology Co., Ltd.
(Seal)

Party B: Shanghai Aihui Trading Co., Ltd. (Seal)

/s/ Shanghai Yueyee Network Information Technology Co., Ltd.

/s/ Shanghai Aihui Trading Co., Ltd.

Legal Representative (or Authorized
Representative):

/s/ Sun Wenjun
Sun Wenjun

Legal Representative (or Authorized
Representative):

/s/ Sun Wenjun
Sun Wenjun

Signature Page

Exclusive Technology Consulting and Management Service Agreement

Appendix 1

List of Technology Consulting and Services

- 1) Software development and maintenance;
- 2) Internet technical support;
- 3) Database and network security services;
- 4) Other technical consulting and services.

Appendix 1

Exclusive Technology Consulting and Management Service Agreement

Appendix 2

Calculation and Payment Terms of Service Fees

It is agreed to calculate fees for the services provided by Party B under Article 1 hereof in the following manner:

1. The service fees hereunder shall be settled quarterly based on the costs and expenses incurred by and between the Parties and Party A's operating condition and in accordance with normal pricing principles applied among independent entities, and shall be paid by Party A to Party B on a quarterly or annual basis upon Party A's request.
2. It is acknowledged that a business tax shall be levied on the service fees at the rate of 5%.

Appendix 2

Exclusive Technology Consulting and Management Service Agreement

Fifth Supplemental Agreement to the Exclusive Technology Consulting and Management Service Agreement

This Fifth Supplemental Agreement to the Exclusive Technology Consulting and Management Service Agreement (this “**Supplemental Agreement**”) is made on March 12, 2021 (the “**Execution Date**”) in Shanghai, the People’s Republic of China (the “**PRC**”, for the purposes hereof, excluding Hong Kong, Macau and Taiwan) by and between:

Party A: **Shanghai Aihui Trading Co., Ltd.**, a wholly foreign-owned enterprise duly incorporated and validly existing in the territory of the PRC with unified social credit code of 913100000512489464, having its domicile at Room 611, Building 1, No.1616 Changyang Road, Yangpu District, Shanghai; and

Party B: **Shanghai Yueyee Network Information Technology Co., Ltd.**, a limited liability company duly incorporated and validly existing under the laws of the PRC with unified social credit code of 913101105559290751, having its domicile at Rooms 1101-1103, No.433 Songhu Road, Yangpu District, Shanghai.

For the purposes of this Supplemental Agreement, Party A and Party B are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- (1) The Parties entered into the Exclusive Technology Consulting and Management Service Agreement (the “**Original Agreement**”) on August 31, 2012, and the Fourth Supplemental Agreement to the Exclusive Technology Consulting and Management Service Agreement (the “**Original Supplemental Agreement**”) on June 26, 2018.
- (2) The Parties propose to amend and supplement the Original Agreement and terminate the Original Supplemental Agreement by signing this Supplemental Agreement.

NOW THEREFORE, the Parties hereby agree as follows by mutual agreement:

Article 1 Amendment to the Original Agreement

With respect to payment provision for service fees under the Original Agreement, i.e. Article 2.1 (Service Fees) of and Appendix 2 (Calculation and Payment Terms of Service Fees) to the Original Agreement (the "**Original Payment Provisions**"), the Parties hereby agree to amend the Original Payment Provisions as follows:

"2.1. Service Fees. Party B (i.e. Shanghai Yueyee Network Information Technology Co., Ltd.) shall pay to Party A (i.e. Shanghai Aihui Trading Co., Ltd.) for the services provided by Party A pursuant to this Agreement in the following manner:

- (1) Subject to the provisions of applicable PRC laws, Party A shall have the right to determine the amount of service fees based on, among other things, the provision of technology consulting and services to Party B and/or its subsidiaries as well as its operating condition and development needs, which amount shall be equal to all or part of consolidated pre-tax profits of Party B and/or its subsidiaries without taking into account the service fees hereunder upon deduction of prior year losses made good by Party B and/or its subsidiaries (if needed) and costs, expenses and taxes required to be incurred due to business operations; and
- (2) Such service fees as otherwise agreed by Party A in writing for specified services provided by Party A from time to time upon Party B's request.

The Parties further acknowledge that the above payment provision for service fees shall take effect retrospectively as of August 31, 2012, and that Party A shall have the right to determine the amount of service fees as per such provision as of August 31, 2012."

Article 2 Termination of the Original Supplemental Agreement

The Parties hereby irrevocably agree and acknowledge that the Original Supplemental Agreement shall terminate and lapse as of the effective date hereof, and that neither Party enjoys or bears any and all rights or obligations under the Original Supplemental Agreement. The Parties further acknowledge that: (i) as of the effective date hereof, neither Party is required to pay to the other Party any additional fee or compensation pursuant to the Original Supplemental Agreement, or to compensate the other Party for the termination thereof; (ii) either Party shall be exempted from any liability for its breach or other misconduct committed prior to the effective date hereof (including acts and omissions, if any); and (iii) either Party who suffers any third party claim in connection with the Original Supplemental Agreement, whether or not attributable to the other Party, shall not claim compensation against the other Party.

Article 3 Miscellaneous

1. This Supplemental Agreement shall form an integral part of the Original Agreement upon being duly signed by the Parties, and shall have the same legal effect as the Original Agreement. In case of any inconsistency between this Supplemental Agreement and the Original Agreement or with respect to matters covered hereby that are not set forth in the Original Agreement, this Supplemental Agreement shall prevail. Any matter not set forth in this Supplemental Agreement shall be subject to the Original Agreement.

2. The execution, validity, interpretation, performance, modification and termination of and resolution of disputes arising from this Supplemental Agreement shall be governed by the laws of the PRC.
3. Any and all disputes arising from the interpretation and performance of this Supplemental Agreement shall be firstly resolved by the Parties through amicable negotiations. Should the Parties be unable to reach a consensus on the resolution of such dispute through negotiations within thirty (30) days after either Party's notice to the other Party to that effect, then such Party may refer the same to Shanghai Arbitration Commission for arbitration in accordance with its arbitration rules then in effect. The arbitral award shall be final and binding upon the Parties.
4. This Supplemental Agreement shall become effective as of the Execution Date, and is executed in two (2) originals, with each original having the same legal effect.

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Party A:

Shanghai Aihui Trading Co., Ltd. (Seal)

/s/ Shanghai Aihui Trading Co., Ltd.

By: /s/ Chen Xuefeng

Name: Chen Xuefeng

Title: Legal Representative

Party B:

Shanghai Yueyee Network Information Technology Co., Ltd. (Seal)

/s/ Shanghai Yueyee Network Information Technology Co., Ltd.

By: /s/ Chen Xuefeng

Name: Chen Xuefeng

Title: Legal Representative

Business Operation Agreement

This Business Operation Agreement (this “**Agreement**”) is made on August 31, 2012 by and among the following parties (each “**Party**” and collectively the “**Parties**”):

Party A: Shanghai Aihui Trading Co., Ltd.

Address: Room 224, Building 1, No.2011 Wusi Road, Fengxian District, Shanghai
Legal Representative: Sun Wenjun

Party B: Shanghai Yueyee Network Information Technology Co., Ltd.

Address: Rooms 1202-3, Building 2, No.335 Guoding Road, Yangpu District, Shanghai
Legal Representative: Sun Wenjun

Party C:

Sun Wenjun (ID Card No.: ***)

Chen Xuefeng (ID Card No.: ***)

WHEREAS:

1. Party A is a wholly foreign-owned enterprise duly incorporated and validly existing in the territory of the People’s Republic of China (the “**PRC**”);
2. Party B is a limited liability company incorporated in the PRC, engaging in, among other things, the provision of a bidding and trading platform for sellers and recyclers of second-hand electronic products;
3. Party A and Party B have established a business relationship by signing the Exclusive Technology Consulting and Management Service Agreement and other agreements under which Party B shall make payments to Party A, thus Party B’s daily operating activities would have a substantial effect on its ability to make relevant payments to Party A;
4. Sun Wenjun and Chen Xuefeng (collectively “**Party C**”) are Party B’s shareholders (each “**Founding Shareholder**” or collectively “**Founding Shareholders**”), among whom Sun holds 60% of Party B’s shares and Chen holds the other 40% thereof.

NOW THEREFORE, the Parties, intending to be bound hereby, reach an agreement as follows through amicable negotiations and based on the principles of equality and mutual benefit:

1. Obligation to Refrain from an Act

In order to procure Party B to perform all agreements entered into with Party A and all obligations to Party A, the Founding Shareholders hereby acknowledge, agree and jointly and severally warrant that, without the prior written consent of Party A or any other party designated by Party A, Party B will not conduct any transactions that may materially or adversely affect its assets, business, personnel, obligations, rights or company operations, including, without limitation:

- 1.1 carrying out any activities beyond its normal business scope;
- 1.2 borrowing any loan from any third party or assuming any debt;
- 1.3 changing or dismissing any of its director or replacing any of its officer;
- 1.4 selling to or acquiring from any third party any assets or rights, including, without limitation, intellectual property rights;
- 1.5 providing any third party with any form of collaterals on top of its assets or intellectual property or any other form of security, or creating any encumbrance on its assets;
- 1.6 modifying its articles of association or its business scope;
- 1.7 changing its normal business procedures or amending any of its important internal policies and procedures; and
- 1.8 assigning its rights and obligations under this Agreement to any third party.

2. Operation Management and Personnel Arrangement

- 2.1 Party B and the Founding Shareholders hereby agree to accept and strictly follow the guidance of Party A time-to-time recruitment and dismissal of its employees, its daily operations and its financial management system.
- 2.2 Party B and the Founding Shareholders hereby agree that, the Founding Shareholders shall: (i) elect any persons designated by Party A as Party B's directors in accordance with applicable laws and regulations and the articles of association; (ii) procure the directors so elected shall elect a chairman from persons recommended by Party A; and (iii) appoint the persons designated by Party A as Party B's general manager, finance director and other senior management.
- 2.3 Any director or senior management so designated by Party A who leaves Party A, whether voluntarily or involuntarily, shall be concurrently disqualified from holding any office in Party B. In such case, the Founding Shareholders shall elect any other person otherwise designated by Party A to act in such person's stead.
- 2.4 For the purposes of the foregoing Article 2.3, the Founding Shareholders shall take all necessary internal and external corporate procedures to complete such recruitment and dismissal in accordance with applicable laws, the articles of association and this Agreement.

2.5 The Founding Shareholders hereby agree that they will, contemporaneously with the execution hereof, execute an irrevocable voting proxy power of attorney, pursuant to which the Founding Shareholder shall irrevocably authorize any person designated by Party A to exercise their rights as Party B's shareholders on their behalf and exercise all voting rights of the Founding Shareholders at the shareholders' meetings held by Party B. The Founding Shareholders further agree that he will replace the authorized person designated in the said power of attorney at any time as per Party A's request.

3. Miscellaneous

3.1 In the event that any agreement between Party A and Party B terminates or expires, Party A shall have the right to decide whether or not to terminate all agreements between Party A and Party B, including but not limited to the Exclusive Technology Consulting and Management Service Agreement.

3.2 Given that Party A and Party B have established a business relationship by signing the Exclusive Technology Support and Consulting Agreement and other agreements, Party B's daily operating activities would have a substantial effect on its ability to make relevant payments to Party A. The Founding Shareholders agree that any bonuses, dividends or other interests or benefits (in whatever form) received by them from Party B as Party B's shareholder shall be immediately paid or transferred to Party A unconditionally upon realization.

4. Entire Agreement and Modification of the Agreement

4.1 This Agreement, together with all agreements and/or documents referred to or expressly incorporated herein, constitutes the entire agreement made by the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, contracts, understandings and communications among the Parties with respect thereto.

4.2 No modification to this Agreement may become effective unless made in writing and signed by the Parties. Any amendment and supplemental agreement to this Agreement shall form an integral part hereof upon being duly signed by the Parties, and shall have the same legal effect as this Agreement.

5. Governing Law

The execution, validity, performance and interpretation of and resolution of disputes arising from this Agreement shall be governed by and construed in accordance with the laws of the PRC.

6. Dispute Resolution

6.1 Any and all disputes among the Parties arising from the interpretation and performance of the provisions hereof shall be resolved by the Parties through negotiations in good faith. Should such negotiations fail, either Party may refer the dispute to Shanghai Arbitration Commission for arbitration in accordance with its arbitration rules then in effect. The arbitration proceedings shall be conducted in Chinese. The arbitral award shall be final and binding upon the Parties.

6.2 Except for matters in dispute, the Parties shall continue to perform their respective obligations in good faith pursuant to this Agreement.

7. Notices

All notices sent by the Parties hereto in connection with the performance of their rights and obligations hereunder shall be made in writing and addressed to relevant party or the Parties by personal delivery, registered mail, postage prepaid mail, recognized courier service or fax.

Party A: Shanghai Aihui Trading Co., Ltd.

Address: Room 224, Building 1, No.2011 Wusi Road, Fengxian District, Shanghai

Tel: []

Recipient: Sun Wenjun

Party B & Party C: Shanghai Yueyee Network Information Technology Co., Ltd.

Address: Room 705, Building 7, Phase III, Chuangzhi Tiandi, No.333 Songhu Road, Shanghai

Tel: ***

Recipient: Sun Wenjun

8. Effectiveness, Term and Miscellaneous

- 8.1 Any decision hereunder regarding Party A's written consent, suggestion or designation or otherwise has any significant impact on Party B's daily operations shall be made by the board of directors of Party A.
- 8.2 This Agreement shall be executed by the Parties and take effect as of the date first written above. This Agreement will remain effective for ten (10) years unless terminated by Party A in advance. Before the expiration of this Agreement, upon request by Party A, this Agreement shall be renewed by the Parties for further performance hereof or replaced by a new business operation agreement.
- 8.3 Neither Party B nor the Founding Shareholders shall terminate this Agreement in advance during the term hereof. Party A shall have the right to terminate this Agreement at any time by giving written notice to Party B and the Founding Shareholders.
- 8.4 If any provision hereof is deemed to be invalid or unenforceable under applicable laws, then such provision shall be deemed to have been deleted from this Agreement and deemed void, provided that the remaining provisions hereof remain in full force and effect, and this Agreement shall be deemed to exclude such provision ab initio. The Parties shall, through negotiations, replace the provision deemed to have been deleted with a legal and valid provision acceptable to the Parties.

8.5 Failure by any Party to exercise any of its rights, powers or privileges hereunder shall not operate as a waiver thereof. No single or partial exercise of any right, power or privilege shall preclude the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the Parties have caused their respective authorized representatives to execute this Agreement as of the date first written above.

(The remainder of this page is intentionally left blank)

Party A: Shanghai Aihui Trading Co., Ltd.

(Seal)

/s/ Shanghai Aihui Trading Co., Ltd.

By: /s/ Sun Wenjun

Name: Sun Wenjun

Title: Legal Representative

Party B: Shanghai Yueyee Network Information Technology Co., Ltd.

(Seal)

/s/ Shanghai Yueyee Network Information Technology Co., Ltd.

By: /s/ Sun Wenjun

Name: Sun Wenjun

Title: Legal Representative

Party C:

Sun Wenjun

/s/ Sun Wenjun

Chen Xuefeng

/s/ Chen Xuefeng

Signature Page

Business Operation Agreement

Third Amended and Restated Option Purchase Agreement

This Third Amended and Restated Option Purchase Agreement (this “**Agreement**”) is made on December 7, 2020 by and between:

Party A: Shanghai Aihui Trading Co., Ltd.

Address: Room 611, Building 1, No.1616 Changyang Road, Yangpu District, Shanghai

Legal Representative: Chen Xuefeng (ID Card No.: ***)

Party B: Chen Xuefeng (ID Card No.: ***)

For the purposes hereof, Party A and Party B are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

1. Party A is a wholly foreign-owned enterprise duly incorporated and validly existing in the territory of the People’s Republic of China (the “**PRC**”);
2. Shanghai Yueyee Network Information Technology Co., Ltd. (the “**Company**”) is a limited liability company incorporated in the PRC;
3. Party B is one of the Company’s shareholders, holding 72.3425% of the Company’s equity interests;
4. Party A and Party B entered into a certain Second Amended and Restated Option Purchase Agreement on April 11, 2018;
5. The Parties agree to execute this Agreement, which supersedes the Second Amended and Restated Option Purchase Agreement as of the execution date hereof.

NOW THEREFORE, the Parties hereby agree as follows by mutual agreement:

I. Grant of Option

1.1 Grant

The Parties agree that, as of the execution date of this Agreement, Party A has an exclusive option (the “**Option**”) to, subject to the provisions hereof, purchase or have any third party designated by it to purchase, all or part of the Company’s equity interests currently held and may in the future be held by Party B. Party A or any third party designated by it may exercise such Option at the lowest price permitted under applicable PRC laws. This Agreement, upon being signed by the Parties, grants Party A the Option, which grant once made shall be irrevocable during the term hereof.

1.2 Term

This Agreement shall become effective as of the date when it is signed by the Parties, and shall terminate on the date when Party A acquires all of the Company’s equity interests held by Party B to the extent permitted under the laws of the PRC.

II. Exercise of Option and Closing

2.1 Exercise Schedule

- (1) Party B agrees that, to the extent permitted under the laws of the PRC, Party A may exercise all or part of the Option hereunder at any time hereafter.
- (2) Party B agrees that there is no limit to the number of times that Party A may exercise the Option, unless Party A has acquired all of the Company's equity interests held by Party B.
- (3) Party B agrees that Party A may appoint a third party as its attorney-in-fact to exercise the Option, provided that Party A shall notify Party B in writing prior to such exercise.

2.2 Transfer

Party B agrees that Party A may transfer to any third party all or part of the Option hereunder, whereupon such third party will be entitled to exercise the Option subject to the provisions hereof and have Party A's rights and obligations hereunder as if it were a party hereto.

2.3 Exercise Notice

- (1) Party A who intends to exercise the Option shall notify Party B in writing ten (10) business days prior to the Closing Date (as defined below), which notice shall specify the following:
 - (a) the date of effective closing of the equity interests acquired upon exercise of the Option (the "**Closing Date**");
 - (b) the name of registered holder of the equity interests acquired upon exercise of the Option;
 - (c) number of equity interests acquired from Party B;
 - (d) payment terms; and
 - (e) power of attorney (if exercised by any third party on its behalf).
- (2) The Parties agree that Party A may at any time appoint any third party to exercise the Option and register the equity interests subject to the Option in the name of such third party.

2.4 Transfer of Acquired Equity Interests

Whenever Party A exercises the Option:

- (1) Party B shall cause the Company to promptly hold a shareholders' meeting, at which a resolution shall be passed to approve the transfer of equity interests by Party B to Party A and (or) any designated person; and
- (2) All concerned parties shall execute all such other contracts, agreements or documents, obtain all such government approvals and consents and take all such actions as may be necessary to: (i) transfer good title to the acquired equity interests to Party A and (or) such designated person, free and clear of any security interest; (ii) cause Party A and (or) the designated person to become the registered holder of such equity interests; and (iii) submit to Party A or such designated person the business license, approval certificates and other relevant documents most recently issued by competent PRC authority, which shall reflect, among other things, any change of equity interests, directors and legal representative.

III. Representations and Warranties

3.1 Party B hereby represents and warrants that:

- (1) Party B has full right and authority to execute and perform this Agreement;
- (2) Party B's performance of this Agreement or obligations hereunder does not constitute a violation of any laws, regulations and other agreements binding upon him, other than the Third Amended and Restated Share Pledge Agreement (as may be amended and restated from time to time, the "**Share Pledge Agreement**") dated December 7, 2020 by and among Party A, Party B and other shareholders of the Company, nor does such performance require the approval or authorization by competent government authority;
- (3) There is no litigation, arbitration or other judicial or administrative proceeding that is pending or is likely to have a substantial effect on the performance hereof;
- (4) Party B has disclosed to Party A all government documents that are likely to have an adverse effect on the performance hereof;
- (5) Party B has not been declared bankrupt;
- (6) The Company's equity interests held by Party B are not subject to any pledge, security, liability or other third party encumbrance, and are free from any third party claim, except for the pledge created pursuant to the Share Pledge Agreement;
- (7) The Company's equity interests held by Party B will not be subject to any pledge, liability or other third party encumbrance, nor will such equity interests be transferred, gifted, pledged or otherwise disposed of to any third person other than Party A or its designated person, except for the pledge created pursuant to the Share Pledge Agreement;
- (8) The Option granted to Party A shall be exclusive, and Party B shall not grant any other third party the Option or similar rights in any other manner;
- (9) During the term hereof, the Company will conduct its business in accordance with applicable laws, regulations and rules as well as other administrative rules and guidelines promulgated by competent administrative authorities of the PRC, and there will be no violation of any of the foregoing that constitutes a material adverse effect on the Company's business or assets;
- (10) Party B will keep the Company in good standing in accordance with good financial and commercial standards and practices, and operate the Company's business and handle its affairs in a diligent and effective manner, and will make his best efforts to obtain all such permits, licenses, and approvals as may be necessary for the Company's ongoing operations, and ensure that such permits, licenses, and approvals will not be canceled;
- (11) Party B will, upon Party A's request, provide Party A with all operating and financial information of the Company;

- (12) Before all of the Company's equity interests or assets are acquired by Party A (or any qualified subject designated by it) through exercising the Option, unless otherwise agreed by Party A in writing, the Company will not engage in such actions as:
- (a) selling, transferring, pledging, or otherwise disposing of or permitting to create any encumbrance on any legal or beneficial interests in any asset, business or income (unless arising in the normal or ordinary course of business or already disclosed to and agreed in writing by Party A);
 - (b) entering into any transaction that will substantially affect its assets, obligations, operations, equity and other legitimate rights (unless arising in the normal or ordinary course of business or already disclosed to and agreed in writing by Party A);
 - (c) distributing dividends or bonuses to shareholders in any form;
 - (d) inheriting, providing guarantee or permitting to incur any debt without the prior written consent of Party A, except for (i) debts incurred in the ordinary course of business other than incurred by loan; and (ii) debts that have been disclosed to and consented in writing by Party A;
 - (e) entering into any material contract without the prior written consent of Party A, except for contracts entered into in the normal course of business (for the purposes of this paragraph, a contract with a value of more than RMB 100,000 shall be deemed a material contract); and
 - (f) merging with or acquiring any other persons or making any investments in other persons without the prior written consent of Party A.
- (13) Before all of the Company's equity interests or assets are acquired by Party A (or any qualified subject designated by it) through exercising the Option, unless otherwise agreed by Party A in writing, Party B, individually or jointly with any other shareholder of the Company, will not engage in such actions as:
- (a) supplementing, modifying or amending any constitutional document of the Company in any form, which supplement, modification or amendment will substantially affect the Company's assets, obligations, operations, equity and other legitimate rights (other than to make an additional capital contribution in proportion to his shareholding as required by applicable laws);
 - (b) causing the Company to enter into any transaction that will substantially affect its assets, obligations, operations, equity and other legitimate rights (unless arising in the normal or ordinary course of business or already disclosed to and agreed in writing by Party A);
 - (c) causing the board of shareholders of the Company to pass any resolution on distribution of dividends or bonuses;
 - (d) selling, transferring, pledging, or otherwise disposing of or permitting to create any encumbrance on any legal or beneficial interests in any equity without the prior written consent of Party A, except for the purpose of performing the Share Pledge Agreement;
 - (e) causing the board of shareholders of the Company to approve the sale, transfer, pledge or otherwise disposition of or permission to create any encumbrance on any legal or beneficial interests in any equity without the prior written consent of Party A, except for the purpose of performing the Share Pledge Agreement;

- (f) causing the board of shareholders of the Company to approve any merger with or acquisition of any other persons or investment in other persons without the prior written consent of Party A;
- (g) immediately notifying Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceeding with respect to the equity interests owned by it;
- (h) causing the board of shareholders of the Company to vote for the transfer of the equity interests acquired hereunder, upon which transfer (i) Party B shall and shall cause the Company to amend its articles of association to reflect the transfer of such equity interests from Party B to Party A or Party A's designated person and other changes described herein, and forthwith go through change registration procedures with competent PRC authority, and (ii) Party B shall and shall cause the Company to appoint any person designated by Party A or its designated person as the new director and the new legal representative by resolution passed at a shareholders' meeting;
- (i) executing all such documents, taking all such actions, filing all such complaints or raising all such defenses against all claims as necessary or appropriate to retain ownership of his equity interests;
- (j) immediately upon Party A's request from time to time, unconditionally transferring his equity interests to Party A's designated attorney-in-fact at any time, and waiving his right of first refusal with respect to the transfer of such equity interests to other existing shareholders; and
- (k) strictly complying with the provisions of this Agreement and other contracts jointly or severally executed by Party B and Party A, practicably performing the obligations hereunder and thereunder, and refraining from committing any act/omission that will affect the validity and enforceability hereof and thereof.

3.2 Covenants

- (1) Party B hereby covenants to Party A that he will bear all costs and expenses incurred in connection with equity transfer and complete all such procedures as may be necessary for Party A or its designated person to become a shareholder of the Company, including, without limitation, assisting Party A in obtaining requisite approvals of competent government authority with respect to equity transfer and submitting to competent AIC the relevant equity delivery agreement in an effort to amend the Company's articles of association or shareholder register and make other adjustments.
- (2) Party B covenants that he shall, within ten (10) business days after receipt of the equity transfer price paid by Party A or its designated person upon exercise of the Option hereunder, fully refund to Party A or its designated person such equity transfer price; meanwhile, Party B acknowledges that he has obtained corresponding compensation from Party A.
- (3) Party B hereby represents and warrants to Party A that, as of the execution date hereof and each transfer date:
 - (a) Party B has the power and ability to execute and deliver this Agreement and any equity transfer agreement to which he is a party and which is executed with respect to each transfer of the acquired equity interests pursuant to this Agreement (each "**Transfer Agreement**"), and to perform his obligations hereunder and thereunder. This Agreement and each Transfer Agreement to which he is a party, upon being executed, will constitute his legal, valid and binding obligations, enforceable against him in accordance with their terms;

- (b) Neither his execution and delivery of this Agreement or any Transfer Agreement nor his performance of obligations hereunder or thereunder will: (i) constitute a violation of any applicable PRC laws; (ii) contravene the articles of association or other organizational documents of Party B; (iii) constitute a breach of any contract or instrument to which he is a party or by which he is bound, or constitute a default thereunder; (iv) constitute a breach of any condition with respect to the grant and (or) survival of any permit or approval issued to him; or (v) result in suspension or revocation or attaching any condition to any permit or approval issued to him;
- (c) Party B has good and marketable title to the equity interests held by him in the Company, on which Party B has not created any encumbrance, except created under the Share Pledge Agreement;
- (d) There are no outstanding debts, except for (i) debts incurred in the ordinary course of business of Party B; and (ii) debts that have been disclosed to and consented in writing by Party A;
- (e) The Company will comply with all laws and regulations applicable to the acquisition of assets; and
- (f) There is no ongoing, pending or threatened litigation, arbitration or administrative proceeding with respect to the Company or its equity interests or assets.

IV. Default

In the event that either Party hereto commits a breach of any of its or his representations, warranties, covenants or obligations hereunder, then the breaching Party shall compensate the non-breaching Party for actual losses sustained thereby.

V. Governing Law and Dispute Resolution

5.1. Governing Law

The conclusion, validity, interpretation and performance of and resolution of disputes from this Agreement shall be governed by the laws of the PRC.

5.2. Dispute Resolution

Any and all disputes arising from the interpretation and performance of this Agreement shall be firstly resolved by the Parties through amicable negotiations. Should the Parties be unable to resolve such dispute through negotiations within thirty (30) days after a Party's written notice to the other Party to that effect, then either Party may refer the same to Shanghai Arbitration Commission for arbitration in accordance with its arbitration rules then in effect. The arbitration proceedings shall be conducted in Chinese. The arbitral award shall be final and binding upon the Parties.

VI. Taxes and Fees

The Parties shall, in accordance with the laws of the PRC, bear any and all transfer and registration taxes, expenses and fees incurred thereby or levied thereon respectively in connection with the preparation and execution of this Agreement and each Transfer Agreement and the consummation of transactions contemplated hereunder and thereunder.

VII. Notices

Any notice or other communication required to be sent by either Party or the Company hereunder shall be written in Chinese and sent by personal delivery, mail or fax to the designated address notified by the other Party thereto from time to time. Any notice shall be deemed to have been duly delivered: (a) if delivered personally, on the date of delivery; (b) if sent by mail, on the tenth (10th) day following the date of posting (indicated by the postmark) of a registered air mail, postage prepaid, or on the fourth (4th) day upon delivery to an internationally recognized courier service; or (c) if sent by fax, at the time of receipt shown on the transmission confirmation receipt.

VIII. Confidentiality

The Parties acknowledge and confirm that any oral or written information exchanged between them in connection with this Agreement are confidential. Both Parties shall keep all such information confidential and, without the prior written consent of the other Party, may not disclose any confidential information to a third party, except for: (a) any information that is already known or will be known to the public for reasons other than unauthorized disclosure by the Party receiving such information, any of its Affiliates or their respective personnel; (b) any information required to be disclosed by applicable laws; or (c) any information required to be disclosed by either Party to its or his legal or financial consultant in connection with the transaction hereunder, provided that such legal or financial consultant shall be subject to confidentiality obligations similar to those provided herein. Any disclosure of confidential information made by any staff member of or institution engaged by either Party shall be deemed to be made by such Party itself, for which such Party shall be liable in accordance with this Agreement. This provision shall remain in force regardless of the termination of this Agreement for any reason.

IX. Further Assurance

The Parties agree to, as soon as practicable, execute all such documents and take all such further actions as reasonably required or beneficial for the implementation of the provisions and purpose of this Agreement.

X. Miscellaneous

10.1. Amendment, Modification and Supplement

Any amendment, modification and supplement hereto must be made in writing and signed by the Parties.

10.2. Compliance with Laws and Regulations

The Parties shall and shall cause their business operations to comply with all laws and regulations that have been officially published by the PRC and made available to the public.

10.3. Entire Agreement

This Agreement, together with any written amendments, supplements or modifications hereto made hereafter, constitutes the entire agreement reached by the Parties with respect to the subject matter hereof, and supersedes all prior oral or written negotiations, representations and agreements between the Parties with respect thereto.

10.4. Headings

The headings used herein are for convenience of reference only and shall not be used to construe, explain or otherwise affect the meaning of any of the provisions hereof.

10.5. Language

This Agreement is written in Chinese and executed in two (2) originals.

10.6. Severability

If any one or more provisions hereof are determined to be invalid, illegal or unenforceable in any respect under any applicable laws or regulations, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The Parties shall endeavor in good faith negotiations to replace such invalid, illegal or unenforceable provision with a valid, legal or enforceable provision, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

10.7. Successors

This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties.

10.8. Survival

Any obligation arising from or becoming due in connection with this Agreement prior to the expiration or early termination hereof shall survive such expiration or early termination.

Articles 5 and 8 and this Article hereof shall survive the termination of this Agreement.

10.9. Waiver

Either Party may waive any terms or conditions hereof, provided that such waiver must be made in writing. No waiver made by either Party of any breach by the other Party under certain circumstances shall operate as a waiver of any similar breach by the other Party under any other circumstances.

IN WITNESS WHEREOF, the Parties have caused their respective authorized representative to execute this Agreement as of the date first written above.

(The remainder of this page is intentionally left blank)

(This is signature page to the Third Amended and Restated Option Purchase Agreement)

Shanghai Aihui Trading Co., Ltd.

By: /s/ Chen Xuefeng

Name: Chen Xuefeng

Title: Legal Representative

Chen Xuefeng

/s/ Chen Xuefeng

Third Amended and Restated Option Purchase Agreement

This Third Amended and Restated Option Purchase Agreement (this “**Agreement**”) is made on December 7, 2020 by and between:

Party A: Shanghai Aihui Trading Co., Ltd.

Address: Room 611, Building 1, No.1616 Changyang Road, Yangpu District, Shanghai

Legal Representative: Chen Xuefeng (ID Card No.: ***)

Party B: Sun Wenjun (ID Card No.: ***)

For the purposes hereof, Party A and Party B are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

1. Party A is a wholly foreign-owned enterprise duly incorporated and validly existing in the territory of the People’s Republic of China (the “**PRC**”);
2. Shanghai Yueyee Network Information Technology Co., Ltd. (the “**Company**”) is a limited liability company incorporated in the PRC;
3. Party B is one of the Company’s shareholders, holding 27.6575% of the Company’s equity interests;
4. Party A and Party B entered into a certain Second Amended and Restated Option Purchase Agreement on April 11, 2018;
5. The Parties agree to execute this Agreement, which supersedes the Second Amended and Restated Option Purchase Agreement as of the execution date hereof.

NOW THEREFORE, the Parties hereby agree as follows by mutual agreement:

I. Grant of Option

1.1 Grant

The Parties agree that, as of the execution date of this Agreement, Party A has an exclusive option (the “**Option**”) to, subject to the provisions hereof, purchase or have any third party designated by it to purchase, all or part of the Company’s equity interests currently held and may in the future be held by Party B. Party A or any third party designated by it may exercise such Option at the lowest price permitted under applicable PRC laws. This Agreement, upon being signed by the Parties, grants Party A the Option, which grant once made shall be irrevocable during the term hereof.

1.2 Term

This Agreement shall become effective as of the date when it is signed by the Parties, and shall terminate on the date when Party A acquires all of the Company's equity interests held by Party B to the extent permitted under the laws of the PRC.

II. Exercise of Option and Closing

2.1 Exercise Schedule

- (1) Party B agrees that, to the extent permitted under the laws of the PRC, Party A may exercise all or part of the Option hereunder at any time hereafter.
- (2) Party B agrees that there is no limit to the number of times that Party A may exercise the Option, unless Party A has acquired all of the Company's equity interests held by Party B.
- (3) Party B agrees that Party A may appoint a third party as its attorney-in-fact to exercise the Option, provided that Party A shall notify Party B in writing prior to such exercise.

2.2 Transfer

Party B agrees that Party A may transfer to any third party all or part of the Option hereunder, whereupon such third party will be entitled to exercise the Option subject to the provisions hereof and have Party A's rights and obligations hereunder as if it were a party hereto.

2.3 Exercise Notice

- (1) Party A who intends to exercise the Option shall notify Party B in writing ten (10) business days prior to the Closing Date (as defined below), which notice shall specify the following:
 - (a) the date of effective closing of the equity interests acquired upon exercise of the Option (the "**Closing Date**");
 - (b) the name of registered holder of the equity interests acquired upon exercise of the Option;
 - (c) number of equity interests acquired from Party B;
 - (d) payment terms; and
 - (e) power of attorney (if exercised by any third party on its behalf).
- (2) The Parties agree that Party A may at any time appoint any third party to exercise the Option and register the equity interests subject to the Option in the name of such third party.

2.4 Transfer of Acquired Equity Interests

Whenever Party A exercises the Option:

- (1) Party B shall cause the Company to promptly hold a shareholders' meeting, at which a resolution shall be passed to approve the transfer of equity interests by Party B to Party A and (or) any designated person; and
- (2) All concerned parties shall execute all such other contracts, agreements or documents, obtain all such government approvals and consents and take all such actions as may be necessary to: (i) transfer good title to the acquired equity interests to Party A and (or) such designated person, free and clear of any security interest; (ii) cause Party A and (or) the designated person to become the registered holder of such equity interests; and (iii) submit to Party A or such designated person the business license, approval certificates and other relevant documents most recently issued by competent PRC authority, which shall reflect, among other things, any change of equity interests, directors and legal representative.

III. Representations and Warranties

3.1 Party B hereby represents and warrants that:

- (1) Party B has full right and authority to execute and perform this Agreement;
- (2) Party B's performance of this Agreement or obligations hereunder does not constitute a violation of any laws, regulations and other agreements binding upon him, other than the Third Amended and Restated Share Pledge Agreement (as may be amended and restated from time to time, the "**Share Pledge Agreement**") dated December 7, 2020 by and among Party A, Party B and other shareholders of the Company, nor does such performance require the approval or authorization by competent government authority;
- (3) There is no litigation, arbitration or other judicial or administrative proceeding that is pending or is likely to have a substantial effect on the performance hereof;
- (4) Party B has disclosed to Party A all government documents that are likely to have an adverse effect on the performance hereof;
- (5) Party B has not been declared bankrupt;
- (6) The Company's equity interests held by Party B are not subject to any pledge, security, liability or other third party encumbrance, and are free from any third party claim, except for the pledge created pursuant to the Share Pledge Agreement;
- (7) The Company's equity interests held by Party B will not be subject to any pledge, liability or other third party encumbrance, nor will such equity interests be transferred, gifted, pledged or otherwise disposed of to any third person other than Party A or its designated person, except for the pledge created pursuant to the Share Pledge Agreement;
- (8) The Option granted to Party A shall be exclusive, and Party B shall not grant any other third party the Option or similar rights in any other manner;
- (9) During the term hereof, the Company will conduct its business in accordance with applicable laws, regulations and rules as well as other administrative rules and guidelines promulgated by competent administrative authorities of the PRC, and there will be no violation of any of the foregoing that constitutes a material adverse effect on the Company's business or assets;
- (10) Party B will keep the Company in good standing in accordance with good financial and commercial standards and practices, and operate the Company's business and handle its affairs in a diligent and effective manner, and will make his best efforts to obtain all such permits, licenses, and approvals as may be necessary for the Company's ongoing operations, and ensure that such permits, licenses, and approvals will not be canceled;
- (11) Party B will, upon Party A's request, provide Party A with all operating and financial information of the Company;
- (12) Before all of the Company's equity interests or assets are acquired by Party A (or any qualified subject designated by it) through exercising the Option, unless otherwise agreed by Party A in writing, the Company will not engage in such actions as:

- (a) selling, transferring, pledging, or otherwise disposing of or permitting to create any encumbrance on any legal or beneficial interests in any asset, business or income (unless arising in the normal or ordinary course of business or already disclosed to and agreed in writing by Party A);
 - (b) entering into any transaction that will substantially affect its assets, obligations, operations, equity and other legitimate rights (unless arising in the normal or ordinary course of business or already disclosed to and agreed in writing by Party A);
 - (c) distributing dividends or bonuses to shareholders in any form;
 - (d) inheriting, providing guarantee or permitting to incur any debt without the prior written consent of Party A, except for (i) debts incurred in the ordinary course of business other than incurred by loan; and (ii) debts that have been disclosed to and consented in writing by Party A;
 - (e) entering into any material contract without the prior written consent of Party A, except for contracts entered into in the normal course of business (for the purposes of this paragraph, a contract with a value of more than RMB 100,000 shall be deemed a material contract); and
 - (f) merging with or acquiring any other persons or making any investments in other persons without the prior written consent of Party A.
- (13) Before all of the Company's equity interests or assets are acquired by Party A (or any qualified subject designated by it) through exercising the Option, unless otherwise agreed by Party A in writing, Party B, individually or jointly with any other shareholder of the Company, will not engage in such actions as:
- (a) supplementing, modifying or amending any constitutional document of the Company in any form, which supplement, modification or amendment will substantially affect the Company's assets, obligations, operations, equity and other legitimate rights (other than to make an additional capital contribution in proportion to his shareholding as required by applicable laws);
 - (b) causing the Company to enter into any transaction that will substantially affect its assets, obligations, operations, equity and other legitimate rights (unless arising in the normal or ordinary course of business or already disclosed to and agreed in writing by Party A);
 - (c) causing the board of shareholders of the Company to pass any resolution on distribution of dividends or bonuses;
 - (d) selling, transferring, pledging, or otherwise disposing of or permitting to create any encumbrance on any legal or beneficial interests in any equity without the prior written consent of Party A, except for the purpose of performing the Share Pledge Agreement;
 - (e) causing the board of shareholders of the Company to approve the sale, transfer, pledge or otherwise disposition of or permission to create any encumbrance on any legal or beneficial interests in any equity without the prior written consent of Party A, except for the purpose of performing the Share Pledge Agreement;

- (f) causing the board of shareholders of the Company to approve any merger with or acquisition of any other persons or investment in other persons without the prior written consent of Party A;
- (g) immediately notifying Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceeding with respect to the equity interests owned by it;
- (h) causing the board of shareholders of the Company to vote for the transfer of the equity interests acquired hereunder, upon which transfer (i) Party B shall and shall cause the Company to amend its articles of association to reflect the transfer of such equity interests from Party B to Party A or Party A's designated person and other changes described herein, and forthwith go through change registration procedures with competent PRC authority, and (ii) Party B shall and shall cause the Company to appoint any person designated by Party A or its designated person as the new director and the new legal representative by resolution passed at a shareholders' meeting;
- (i) executing all such documents, taking all such actions, filing all such complaints or raising all such defenses against all claims as necessary or appropriate to retain ownership of his equity interests;
- (j) immediately upon Party A's request from time to time, unconditionally transferring his equity interests to Party A's designated attorney-in-fact at any time, and waiving his right of first refusal with respect to the transfer of such equity interests to other existing shareholders; and
- (k) strictly complying with the provisions of this Agreement and other contracts jointly or severally executed by Party B and Party A, practicably performing the obligations hereunder and thereunder, and refraining from committing any act/omission that will affect the validity and enforceability hereof and thereof.

3.2 Covenants

- (1) Party B hereby covenants to Party A that he will bear all costs and expenses incurred in connection with equity transfer and complete all such procedures as may be necessary for Party A or its designated person to become a shareholder of the Company, including, without limitation, assisting Party A in obtaining requisite approvals of competent government authority with respect to equity transfer and submitting to competent AIC the relevant equity delivery agreement in an effort to amend the Company's articles of association or shareholder register and make other adjustments.
- (2) Party B covenants that he shall, within ten (10) business days after receipt of the equity transfer price paid by Party A or its designated person upon exercise of the Option hereunder, fully refund to Party A or its designated person such equity transfer price; meanwhile, Party B acknowledges that he has obtained corresponding compensation from Party A.
- (3) Party B hereby represents and warrants to Party A that, as of the execution date hereof and each transfer date:
 - (a) Party B has the power and ability to execute and deliver this Agreement and any equity transfer agreement to which he is a party and which is executed with respect to each transfer of the acquired equity interests pursuant to this Agreement (each "**Transfer Agreement**"), and to perform his obligations hereunder and thereunder. This Agreement and each Transfer Agreement to which he is a party, upon being executed, will constitute his legal, valid and binding obligations, enforceable against him in accordance with their terms;

- (b) Neither his execution and delivery of this Agreement or any Transfer Agreement nor his performance of obligations hereunder or thereunder will: (i) constitute a violation of any applicable PRC laws; (ii) contravene the articles of association or other organizational documents of Party B; (iii) constitute a breach of any contract or instrument to which he is a party or by which he is bound, or constitute a default thereunder; (iv) constitute a breach of any condition with respect to the grant and (or) survival of any permit or approval issued to him; or (v) result in suspension or revocation or attaching any condition to any permit or approval issued to him;
- (c) Party B has good and marketable title to the equity interests held by him in the Company, on which Party B has not created any encumbrance, except created under the Share Pledge Agreement;
- (d) There are no outstanding debts, except for (i) debts incurred in the ordinary course of business of Party B; and (ii) debts that have been disclosed to and consented in writing by Party A;
- (e) The Company will comply with all laws and regulations applicable to the acquisition of assets; and
- (f) There is no ongoing, pending or threatened litigation, arbitration or administrative proceeding with respect to the Company or its equity interests or assets.

IV. Default

In the event that either Party hereto commits a breach of any of its or his representations, warranties, covenants or obligations hereunder, then the breaching Party shall compensate the non-breaching Party for actual losses sustained thereby.

V. Governing Law and Dispute Resolution

5.1. Governing Law

The conclusion, validity, interpretation and performance of and resolution of disputes from this Agreement shall be governed by the laws of the PRC.

5.2. Dispute Resolution

Any and all disputes arising from the interpretation and performance of this Agreement shall be firstly resolved by the Parties through amicable negotiations. Should the Parties be unable to resolve such dispute through negotiations within thirty (30) days after a Party's written notice to the other Party to that effect, then either Party may refer the same to Shanghai Arbitration Commission for arbitration in accordance with its arbitration rules then in effect. The arbitration proceedings shall be conducted in Chinese. The arbitral award shall be final and binding upon the Parties.

VI. Taxes and Fees

The Parties shall, in accordance with the laws of the PRC, bear any and all transfer and registration taxes, expenses and fees incurred thereby or levied thereon respectively in connection with the preparation and execution of this Agreement and each Transfer Agreement and the consummation of transactions contemplated hereunder and thereunder.

VII. Notices

Any notice or other communication required to be sent by either Party or the Company hereunder shall be written in Chinese and sent by personal delivery, mail or fax to the designated address notified by the other Party thereto from time to time. Any notice shall be deemed to have been duly delivered: (a) if delivered personally, on the date of delivery; (b) if sent by mail, on the tenth (10th) day following the date of posting (indicated by the postmark) of a registered air mail, postage prepaid, or on the fourth (4th) day upon delivery to an internationally recognized courier service; or (c) if sent by fax, at the time of receipt shown on the transmission confirmation receipt.

VIII. Confidentiality

The Parties acknowledge and confirm that any oral or written information exchanged between them in connection with this Agreement are confidential. Both Parties shall keep all such information confidential and, without the prior written consent of the other Party, may not disclose any confidential information to a third party, except for: (a) any information that is already known or will be known to the public for reasons other than unauthorized disclosure by the Party receiving such information, any of its Affiliates or their respective personnel; (b) any information required to be disclosed by applicable laws; or (c) any information required to be disclosed by either Party to its or his legal or financial consultant in connection with the transaction hereunder, provided that such legal or financial consultant shall be subject to confidentiality obligations similar to those provided herein. Any disclosure of confidential information made by any staff member of or institution engaged by either Party shall be deemed to be made by such Party itself, for which such Party shall be liable in accordance with this Agreement. This provision shall remain in force regardless of the termination of this Agreement for any reason.

IX. Further Assurance

The Parties agree to, as soon as practicable, execute all such documents and take all such further actions as reasonably required or beneficial for the implementation of the provisions and purpose of this Agreement.

X. Miscellaneous

10.1. Amendment, Modification and Supplement

Any amendment, modification and supplement hereto must be made in writing and signed by the Parties.

10.2. Compliance with Laws and Regulations

The Parties shall and shall cause their business operations to comply with all laws and regulations that have been officially published by the PRC and made available to the public.

10.3. Entire Agreement

This Agreement, together with any written amendments, supplements or modifications hereto made hereafter, constitutes the entire agreement reached by the Parties with respect to the subject matter hereof, and supersedes all prior oral or written negotiations, representations and agreements between the Parties with respect thereto.

10.4. Headings

The headings used herein are for convenience of reference only and shall not be used to construe, explain or otherwise affect the meaning of any of the provisions hereof.

10.5. Language

This Agreement is written in Chinese and executed in two (2) originals.

10.6. Severability

If any one or more provisions hereof are determined to be invalid, illegal or unenforceable in any respect under any applicable laws or regulations, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The Parties shall endeavor in good faith negotiations to replace such invalid, illegal or unenforceable provision with a valid, legal or enforceable provision, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

10.7. Successors

This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties.

10.8. Survival

Any obligation arising from or becoming due in connection with this Agreement prior to the expiration or early termination hereof shall survive such expiration or early termination.

Articles 5 and 8 and this Article hereof shall survive the termination of this Agreement.

10.9. Waiver

Either Party may waive any terms or conditions hereof, provided that such waiver must be made in writing. No waiver made by either Party of any breach by the other Party under certain circumstances shall operate as a waiver of any similar breach by the other Party under any other circumstances.

IN WITNESS WHEREOF, the Parties have caused their respective authorized representative to execute this Agreement as of the date first written above.

(The remainder of this page is intentionally left blank)

(This is signature page to the Third Amended and Restated Option Purchase Agreement)

Shanghai Aihui Trading Co., Ltd.

By: /s/ Chen Xuefeng

Name: Chen Xuefeng

Title: Legal Representative

Sun Wenjun

/s/ Sun Wenjun

Third Amended and Restated Share Pledge Agreement

This Third Amended and Restated Share Pledge Agreement (this “**Agreement**”) is made on December 7, 2020 by and among Shanghai Aihui Trading Co., Ltd. (a wholly foreign-owned enterprise duly incorporated and validly existing under the laws of the People’s Republic of China), having its registered address at Room 611, Building 1, No.1616 Changyang Road, Yangpu District, Shanghai (the “**Pledgee**”);

Sun Wenjun (ID Card No.: ***); and

Chen Xuefeng (ID Card No.: ***)

(collectively the “**Pledgors**” and each a “**Pledgor**”).

WHEREAS, the Pledgors hold the equity interests in Shanghai Yueyee Network Information Technology Co., Ltd. (a domestic limited liability company, having its registered address at Rooms 1101-1103, No.433 Songhu Road, Yangpu District, Shanghai, the “**Company**”) in proportion to their respective capital contributions as set out below:

Name of Shareholder	Subscribed Capital Contribution	Shareholding Percentage
Sun Wenjun	RMB 13,828,761.00	27.6575%
Chen Xuefeng	RMB 36,171,239.00	72.3425%

WHEREAS, the Company and the Pledgee entered into the exclusive technology consulting and management service agreement on August 31, 2012 (including any and all subsequent amendments thereto and restatements thereof, the “**Service Agreement**”); the Company, the Pledgee and other concerned parties entered into the business operation agreement on August 31, 2012 (including any and all subsequent amendments thereto and restatements thereof, the “**Business Operation Agreement**”); the Company, the Pledgee and the Pledgors entered into the voting proxy agreement on August 31, 2012 (including any and all subsequent amendments thereto and restatements thereof, the “**Voting Proxy Agreement**”); the Pledgors respectively issued to the Pledgee a power of attorney (including any and all subsequent amendments thereto and restatements thereof, collectively the “**Powers of Attorney**”); the Pledgee and the Pledgors entered into the third amended and restated option purchase agreement on December 7, 2020 (including any and all subsequent amendments thereto and restatements thereof, the “**Option Purchase Agreement**”). The Service Agreement, the Business Operation Agreement, the Voting Proxy Agreement, the Powers of Attorney and the Option Purchase Agreement are hereinafter referred to collectively as the “**Master Agreement**”, pursuant to which the Company and/or the Pledgors shall be obligated to pay service fees and interest thereon, liquidated damages and compensations and bear any other losses caused to the Pledgee as a result of any default hereunder committed by the Company and/or the Pledgors (the “**Secured Obligations**”);

The Pledgors agree to pledge to the Pledgee their respective equity interests in the Company’s registered capital to guarantee (i) the performance of the Secured Obligations by the Pledgors and the Company; and (ii) the performance of all contractual obligations by the Pledgors and the Company respectively under the Master Agreement (the “**Contractual Obligations**”), and the Pledgee is willing to accept such pledge in accordance with the terms and conditions contained herein.

WHEREAS, the Pledgors and the Pledgee entered into a Second Amended and Restated Share Pledge Agreement dated on April 11, 2018. The Pledgors and the Pledgee hereby agree to execute this Agreement, which supersedes the Second Amended and Restated Share Pledge Agreement as of the execution date hereof;

NOW THEREFORE, the Pledgors and the Pledgee agree as follows:

Article 1 Pledge

1.1 Subject Matter of Pledge

The subject matter pledged by the Pledgors to the Pledgee hereunder shall be 100% equity interests in the Company's registered capital, whether now owned or hereafter acquired by the Pledgors, together with all dividends and bonuses acquired therefrom during the term hereof (the "**Pledged Equity Interests**"), in which:

Sun Wenjun shall pledge to the Pledgee his equity interests held in the Company in an amount of RMB 13,828,761.00;

Chen Xuefeng shall pledge to the Pledgee his equity interests held in the Company in an amount of RMB 36,171,239.00;

1.2 Pledge

The Pledgors are willing to pledge the Pledged Equity Interests described above to guarantee the performance of all Secured Obligations and Contractual Obligations by the Pledgors and the Company. Each Pledgor hereby consents to the other's pledge of his own equity interests held in the Company to the Pledgee.

1.3 Realization of Pledge

In the event that (i) the Company fails to perform the Secured Obligations pursuant to the Master Agreement, or (ii) the Pledgors or the Company fails to perform the Contractual Obligations pursuant to the Master Agreement, the Pledgee shall dispose of the Pledged Equity Interests in accordance with the *Civil Code of the People's Republic of China* and other pertinent laws and regulations, and shall have the right to firstly by law get compensated from the proceeds of such disposal and apply them to the satisfaction of the Secured Obligations and payment of any other relevant expenses. It is agreed that the proceeds acquired under this Article shall be applied in the following order of priority: (1) the payment of all taxes incurred due to the disposal of the Pledged Equity Interests; (2) the repayment of outstanding Secured Obligations owed by the Pledgors; (3) if there remains any balance upon deduction of the payments set forth in the preceding Items from such proceeds, in the absence of any payable by the Pledgors or the Company to the Pledgee, the Pledgee shall refund such balance to the Pledgors. In such case, the Pledgors, as shareholders of the Company, agree to waive their right of first refusal and agree that the Pledgee has the right to purchase such Pledged Equity Interests.

Unless otherwise agreed in writing by the Pledgee in writing upon execution hereof, the pledge hereunder may be released subject to the Pledgee's written approval and only to the extent that the Company and the Pledgors have duly performed all of their obligations and responsibilities under the Master Agreement. In the event that the Pledgors fail to fully perform all or any part of their obligations or responsibilities under the Master Agreement as of the expiration thereof, the Pledgee remains entitled to the pledge hereunder until all such obligations and responsibilities have been fully performed.

1.4 Term of Pledge

The pledge hereunder shall take effect as of the date on which the pledge of the Pledged Equity Interests hereunder is registered with competent administration for market regulation, and shall lapse upon the satisfaction of all Secured Obligations and performance of all Contractual Obligations.

Article 2 Representations and Warranties

2.1 Each Pledgor hereby represents and warrants to the Pledgee that:

- (1) The Pledgor is the legal owner of the Pledged Equity Interests, and has the right to pledge the same to the Pledgee, whereupon the Pledgee will not be legally or factually inhibited from exercising the pledge.
- (2) The Pledgor has obtained all such approvals and authorizations as may be necessary to execute this Agreement, and this Agreement is valid and binding upon the Pledgor, enforceable against the Pledgor in accordance with its terms.
- (3) The execution and performance of this Agreement by the Pledgor will not constitute a violation of any other agreement to which he is a party (other than the Option Purchase Agreement) or any applicable laws and regulations and relevant government approvals, licenses or authorizations by which he is bound.
- (4) There is no security interest, right of set-off or other similar encumbrance on the Pledged Equity Interests on the execution date hereof, except for the option granted to the Pledgee under the Option Purchase Agreement.
- (5) At no time shall the exercise of the Pledgee's rights by its board of directors pursuant to this Agreement be interfered with by any other party, unless by judicial or administrative authorities.
- (6) Without the prior written consent of the Pledgee, the Pledgor shall not transfer or otherwise dispose of the Pledged Equity Interests (or any part thereof), nor shall the Pledgor directly or indirectly cause or allow any other encumbrance to be created on the Pledged Equity Interests, other than the option granted by the Pledgor to the Pledgee pursuant to the Option Purchase Agreement.
- (7) Without the prior written consent of the Pledgee, the Pledgor shall not change or allow the change of the Pledged Equity Interests that may decrease the value of the Pledged Equity Interests (except for the purpose of performing the Master Agreement).
- (8) There is no pending civil, administrative or criminal proceeding, administrative penalty or arbitration with respect to the Pledged Equity Interests on the execution date hereof.
- (9) There is no outstanding tax or cost or legal proceeding or procedure that should be completed but not completed with respect to the Pledged Equity Interests on the execution date hereof.
- (10) The Pledgor agrees to sign an irrevocable voting proxy power of attorney.
- (11) The Pledgor agrees that the exercise by the Pledgee of its rights pursuant to this Agreement shall not be interrupted or hindered by the Pledgor or any of his successors or assigns or any other person.

(12) All provisions hereof represent the true intention of the Pledgor, and are legally binding upon the Pledgor. In the event that the Pledgor fails to perform or fully perform any of his warranties, covenants, agreements or representations, the Pledgor shall indemnify the Pledgee against actual losses incurred thereby.

2.2 The Pledgee hereby represents and warrants that:

- (1) The Pledgee is a wholly foreign-owned enterprise duly incorporated and validly existing under the laws of the People's Republic of China.
- (2) The Pledgee has obtained all such approvals and authorizations as may be necessary to execute this Agreement, and this Agreement is valid and binding upon the Pledgee.

Article 3 Effectiveness and Term

- 3.1 This Agreement shall become effective as of the date it is signed by authorized representatives of the parties. The pledge hereunder shall take effect on the date of completion of the pledge registration procedures of the Pledged Equity Interests with competent administration for market regulation at the place of registration of the Company.
- 3.2 It is agreed to record the pledge of the Pledged Equity Interests in the Company's shareholder register on the execution date hereof.
- 3.3 This Agreement shall terminate upon the termination of the Master Agreement by law and the satisfaction of all Secured Obligations in accordance with the terms and conditions contained therein.

Article 4 Possession and Custody of Share Certificates

- 4.1 During the term of the pledge set forth herein, the Pledgors shall deliver to the Pledgee the possession of an original copy of their respective share certificates issued by the Company. The Pledgors shall deliver an original copy of such share certificates to the Pledgee within five (5) business days of the execution date hereof, and shall furnish the Pledgee with proof evidencing that the pledge hereunder has been duly recorded in the shareholder register, and shall complete all such approvals, registrations and filings as required by the laws of the People's Republic of China (including but not limited to the registration of the pledge of the Pledged Equity Interests with competent administration for market regulation at the place of registration of the Company).
- 4.2 To the extent required by law to change any pledge related matter recorded in the Company's shareholder register, the Pledgors shall record such change within fifteen (15) days thereof and go through relevant change registration procedures with competent administration for market regulation at the place of registration of the Company.
- 4.3 During the term of the pledge, the Pledgors shall instruct the Company not to distribute any dividend or bonus or adopt any profit distribution plan; if the Pledgors acquire monetary interests of any nature from the Pledged Equity Interests other than dividends, bonuses or other profit distribution plans, the Pledgors shall, upon the request of the Pledgee, instruct the Company to remit relevant funds directly into the Pledgee's designated bank account, which funds shall not be used by the Pledgors without the prior written consent of the Pledgee.

- 4.4 During the term of the pledge, if the Pledgors acquire additional equity interests as a result of the stock offering plan adopted by the Company for its shareholders or their additional capital contributions to the Company or otherwise, then such additional equity interests shall automatically become the Pledged Equity Interests hereunder, and the Pledgors shall complete all such procedures as may be necessary to pledge such equity interests upon acquisition thereof. In the event that the Pledgors fail to complete relevant procedures as per the preceding provision, the Pledgee shall have the right to forthwith realize the pledge pursuant to Article 6 hereof.
- 4.5 In the case of the Pledgors being the Pledgee's employees, if either Pledgor terminates his employment relationship with the Pledgee during the term of the pledge, the Pledgor hereby agrees and covenants that he will transfer all of the Company's equity interests held by him to any third person designated by the Pledgee, whereupon such third person shall have all rights and obligations of such Pledgor under the Master Agreement. Such covenant shall be irrevocable during the term of this Agreement.

Article 5 Event of Default

5.1. Any one of the following events shall be deemed an event of default hereunder:

- (1) The Company or any of its successors or assigns fails to timely and fully pay any service fees payable under the Service Agreement, or either Pledgor or any of his successors or assigns fails to perform the Business Operation Agreement and the Option Purchase Agreement;
- (2) Any representation, warranty or covenant made by either Pledgor in Article 2 hereof is substantially misleading or incorrect, and/or is breached by such Pledgor;
- (3) Either Pledgor commits a serious breach of any provision hereof;
- (4) Either Pledgor relinquishes the Pledged Equity Interests or arbitrarily transfers or otherwise disposes of the Pledged Equity Interests without the written consent of the Pledgee;
- (5) Any of either Pledgor's external loans, guaranties, compensations, undertakings or other obligations (i) is required to be repaid or performed prior to the scheduled due date due to his default hereunder or (ii) becomes due but cannot be repaid or performed as scheduled, thus causing the Pledgee to believe that the Pledgor's ability to perform his obligations hereunder has been affected, which would have an adverse effect on the Pledgee's interests;
- (6) Either Pledgor is unable to repay general debts or other debts, which would have an adverse effect on the Pledgee's interests;
- (7) This Agreement is rendered illegal or either Pledgor is rendered incapable of continuing to perform his obligations hereunder by reason of the promulgation of applicable laws;
- (8) Any government consent, license, approval or authorization necessary to render this Agreement to be enforceable, legal or valid is withdrawn, suspended or substantially modified or lapses; or
- (9) There is any adverse change to any property owned by either Pledgor, causing the Pledgee to believe that the Pledgor's ability to perform his obligations hereunder has been affected.

5.2. The Pledgors shall notify the Pledgee in writing as soon as they become aware of or discover the occurrence of any event described in Article 5.1 or any event that might give rise thereto.

- 5.3. Unless any of the above events set out in Article 5.1 has been solved to the satisfaction of the Pledgee, the Pledgee may, at the time of occurrence of such event or at any time thereafter, (a) send a written default notice to the Pledgors, requesting the Pledgors to forthwith make all outstanding payments and other payables under the Service Agreement, or promptly perform the Option Purchase Agreement or the Business Operation Agreement, or (b) exercise the pledge pursuant to Article 6 hereof.

Article 6 Exercise of Pledge

- 6.1 Prior to the satisfaction of all Secured Obligations and performance of all Contractual Obligations hereunder, the Pledgors shall not transfer or otherwise dispose of the Pledged Equity Interests without the Pledgee's written consent.
- 6.2 The Pledgee shall issue to the Pledgors a default notice in exercising the pledge.
- 6.3 Subject to Article 5.3, the Pledgee may exercise the pledge concurrently with the giving of the default notice as per Article 5.3 or at any time thereafter.
- 6.4 The Pledgee shall have the priority to be indemnified in the form of all or part of the Pledged Equity Interests based on the conversion value thereof, or from the proceeds from the auction or sale of all or part of the Pledged Equity Interests in accordance with legal procedures, until the repayment of all outstanding service fees and other payables under the Service Agreement and the full performance of the Option Purchase Agreement and the Business Operation Agreement.
- 6.5 Neither the Pledgors shall hinder the Pledgee from and shall provide necessary assistance to the Pledgee in exercising the pledge pursuant to this Agreement in order for the Pledgee to realize such pledge.

Article 7 Miscellaneous

- 7.1 This Agreement is ancillary to the Master Agreement, provided that the validity of this Agreement shall not be affected thereby.
- 7.2 Any modification, extension, transfer and early termination of this Agreement shall be subject to the prior written consent of the Pledgee.
- 7.3 This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China.
- 7.4 All disputes arising from or in connection with this Agreement shall be resolved by the parties through amicable negotiations. Should such negotiations fail, either party may refer the dispute to Shanghai Arbitration Commission for arbitration in accordance with its arbitration rules then in effect. The arbitration proceedings shall be conducted in Chinese. The arbitral award shall be final and binding on the parties.
- 7.5 During the term hereof, any moratorium/extension granted by the Pledgee to the Pledgors with respect to any default or delay in performance thereby shall not affect, impair or restrict any right or power conferred upon the Pledgee hereunder and as creditor under applicable laws and regulations, and shall not be deemed to be its consent to such default, or constitute its waiver of any existing or future default thereby.

- 7.6 The Pledgors shall not be entitled to grant or transfer any of their rights and obligations hereunder without the prior consent of the Pledgee. This Agreement shall be binding upon the Pledgors and their respective successors, and upon the Pledgee and each of its successors and assigns. The Pledgee may at any time transfer all or any of its rights and obligations under the Master Agreement to its designated person (natural person/legal person), whereupon the transferee shall have all rights and obligations of the Pledgee hereunder as if such transferee were a party hereto. After the Pledgee has been changed as a result of the said transfer, the new parties to the pledge shall execute a new pledge contract.
- 7.7 All costs and out-of-pocket expenses in connection with this Agreement shall be for the account of the Pledgee.
- 7.8 This Agreement is written in Chinese and executed in five (5) originals, with one (1) original to be held by each of the Pledgors and Pledgee, one (1) original submitted to competent administration for market regulation, and the remaining original to be held by the Company.
- 7.9 IN WITNESS WHEREOF, the parties hereto have caused their respective authorized representatives to execute this Agreement as of the date first written above.

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Pledgee:

Shanghai Aihui Trading Co., Ltd.

By: /s/ Chen Xuefeng
Name: Chen Xuefeng
Title: Legal Representative

Pledgors:

Sun Wenjun

By: /s/ Sun Wenjun

Chen Xuefeng

By: /s/ Chen Xuefeng

Voting Proxy Agreement

Voting Proxy Agreement

This Voting Proxy Agreement (this “**Agreement**”) is made on August 31, 2012 in the People’s Republic of China (the “**PRC**”) by and among:

Party A: Sun Wenjun, a PRC citizen, whose ID Card No. is ***;

Chen Xuefeng, a PRC citizen, whose ID Card No. is ***;

Party B: Shanghai Yueyee Network Information Technology Co., Ltd., a limited liability company incorporated in Shanghai, the PRC, having its domicile at Rooms 1202-3, Building 2, No.335 Guoding Road, Yangpu District, Shanghai; and

Party C: Shanghai Aihui Trading Co., Ltd., a wholly foreign-owned enterprise duly incorporated and validly existing under the laws of the PRC, having its domicile at Room 224, Building 1, No.2011 Wusi Road, Fengxian District, Shanghai.

The above parties are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

1. Sun Wenjun and Chen Xuefeng are the only two shareholders of Party B, holding in aggregate 100% of Party B’s equity interests;
2. Party B is a wholly foreign-owned company duly incorporated and validly existing in the PRC;
3. Party A, Party B and Party C propose to jointly or severally enter into the Exclusive Technology Consulting and Management Service Agreement, the Option Purchase Agreement, the Business Operation Agreement, the Share Pledge Contract and this Agreement (collectively “**Cooperation Agreements**”); and
4. Party A (the “**Principal**”) proposes, in accordance with this Agreement, to appoint and authorize the Agent (as defined in Article 1.1) to exercise the rights enjoyed by it as Party B’s shareholder, including voting rights.

NOW THEREFORE, the Parties hereby agree as follows:

Article 1 Shareholder Rights

- 1.1 By signing the Irrevocable Power of Attorney attached hereto as Appendix 1 contemporaneously with the execution of this Agreement, the Principal hereby appoints and authorizes Party C or its designated person (collectively the “**Attorney-in Fact**”) to exercise the following rights enjoyed by it as Party B’s shareholder (collectively the “**Shareholder Rights**”):
- (1) to propose, convene and attend shareholders’ meetings;
 - (2) to exercise shareholders’ voting rights, including, but not limited to, making decision on the sale or transfer of part or all of the Principal’s equity interests;
 - (3) to designate or elect the legal representative, directors, general manager and other senior management; and
 - (4) to sign resolutions and other documents related to the exercise of the above rights.
- 1.2 The Principal hereby acknowledges that it will bear all legal consequences arising from the Attorney-in-Fact’s exercise of the Shareholder Rights.
- 1.3 The Principal hereby acknowledges that the Attorney-in-Fact’s exercise of the Shareholder Rights does not require its prior written consent.
- 1.4 The Principal shall provide the Attorney-in-Fact with adequate assistance in exercising the Shareholder Rights, including the right to promptly sign resolutions of shareholders’ meetings or other relevant legal instruments when necessary (for instance, when such legal instruments are required to be submitted for approval of or registration or filing with competent government authority). The Principal’s covenant under this Article 1.4 will not limit its authorization granted to the Attorney-in-Fact with respect to the Shareholder Rights.

Article 2 Information Right

The Attorney-in-Fact shall have the right to access Party B’s operations, clients, financial affairs, employees and other related information and to inspect Party B’s relevant materials for the purposes of exercising the Shareholder Rights. Such information right shall include at least the entitlement of Party B’s shareholder to inspect Party B’s information. Party B shall provide adequate convenience for such inspection.

Article 3 Appointment and Authorization of the Attorney-in-Fact

- 3.1 Party C may at its own discretion appoint a person as the Attorney-in-Fact under the Irrevocable Power of Attorney. If multiple Attorneys-in-Fact are appointed, Party C may at its own discretion decide whether such Attorneys-in-Fact may individually act or must collectively act on behalf of the Principal.
- 3.2 Upon Party C’s written notice to the Principal of termination of the authorization and appointment of an Attorney-in-Fact under a certain Irrevocable Power of Attorney, the Principal shall immediately withdraw such appointment and authorization, and authorize and appoint any other person nominated by Party C by entering into a new power of attorney in the same form and substance as the Irrevocable Power of Attorney.

Article 4 Exemption

The Parties agree that neither Party C nor its designated person shall be liable for compensation in any form to any other Party hereto or any third party by reason of its exercise of the Shareholder Rights.

Article 5 Representations and Warranties of the Principal

- 5.1 The Principal, whether individual or entity, has full capacity for civil conduct.
- 5.2 The Principal lawfully holds 100% of Party B's equity interests.
- 5.3 The Principal has the right to execute and perform this Agreement and has obtained all necessary and appropriate approvals and authorizations.
- 5.4 The execution and performance of this Agreement by the Principal do not constitute a violation of any laws and regulations or government approvals, authorizations, notices or other government documents that are binding upon or affect it, or of any contract signed by the Principal with any third party or any covenant issued by the Principal to any third party.
- 5.5 Upon execution by the Principal, this Agreement constitutes the legal and valid obligation of the Principal, and is enforceable against it.
- 5.6 Unless otherwise provided in this Agreement or the Share Pledge Agreement signed by the Parties, the Principal has not: (i) mortgaged, pledged or otherwise secured Party B's equity interests held by it; (ii) made any restrictive agreement with any third party with respect to Party B's equity interests, or offered to transfer such equity interests to any third party; (iii) made any covenant as to any third party's offer to purchase such equity interests; or (iv) entered into any contract with any third party with respect to the transfer of Party B's equity interests held by it.
- 5.7 The Principal will strictly comply with the provisions of the Cooperation Agreements, proactively perform its duties as per the said agreements, and prevent the occurrence of any act or omission that affects the validity and enforceability of the Cooperation Agreements (including this Agreement).
- 5.8 The Principal warrants that breach of any other Cooperation Agreement by the Principal or Party B (if any) will not have any adverse effect on the Attorney-in-Fact's exercise of the Shareholder Rights.

Article 6 Party B's Representations and Warranties

- 6.1 Party B is a limited liability company duly incorporated and validly existing under the laws of the PRC.
- 6.2 Party B has obtained all such approvals and authorizations as necessary and appropriate to execute and perform this Agreement.
- 6.3 The Principal is the legitimate shareholder of Party B who lawfully holds all the equity interests of Party B.

- 6.4 Party B will strictly comply with the provisions of this Agreement and other Cooperation Agreements, proactively perform its duties as per the said agreements, and prevent the occurrence of any act or omission that affects the validity and enforceability of this Agreement and such other Cooperation Agreements.
- 6.5 Party B warrants that breach of any other Cooperation Agreement by the Principal or Party B (if any) will not have any adverse effect on the Attorney-in-Fact's exercise of the Shareholder Rights.

Article 7 Governing Law and Dispute Resolution

- 7.1 The conclusion, validity, interpretation, performance, modification and termination of and resolution of disputes arising from this Agreement shall be governed by the laws of the PRC.
- 7.2 Any and all disputes arising from the interpretation and performance of this Agreement shall be firstly resolved by the Parties through amicable negotiations. Should the Parties be unable to resolve such dispute through negotiations within thirty (30) days after a Party's written notice to the other Parties to that effect, then any Party may refer the same to Shanghai Arbitration Commission for arbitration in accordance with its arbitration rules then in effect. The arbitration proceedings shall be conducted in Shanghai and in Chinese. The arbitral award shall be final and binding upon the Parties.
- 7.3 Where any dispute arises from the interpretation and performance of this Agreement or is subject to arbitration, the Parties may continue to exercise and shall continue to perform their respective rights and obligations hereunder, other than rights and obligations with regard to matters in dispute.

Article 8 Liabilities for Breach of Contract

- 8.1 The Principal shall indemnify and hold harmless Party B and its shareholders, directors, employees, affiliates, agents and successors and the Attorney-in-Fact from and against any legal proceedings, damages, expenses, compensations, liabilities, fines and any other losses resulting from:
 - (1) the Attorney-in-Fact's exercise of the Shareholder Rights;
 - (2) any representation or warranty made by the Principal or Party B herein that is inaccurate, incomplete or misleading; and
 - (3) any breach or non-performance by the Principal or Party B of any provision hereof, including any of its covenants made herein.
- 8.2 Party C shall also have the right to request the Principal and Party B to cease any infringement in an effort to prevent the Principal and Party B from violating or attempting to violate this Agreement, and/or to request specific performance hereof by the Principal and Party B.
- 8.3 Notwithstanding any other provision hereof, this Article 9 shall survive the termination or suspension of this Agreement.

Article 9 Effectiveness and Term

This Agreement shall take immediate effect and be performed as of the execution date hereof. Unless otherwise earlier terminated by the Attorney-in-Fact, this Agreement shall continue in force during the lifetime of Party B. In no event shall the Principal and Party B have the right to request early termination of this Agreement.

Article 10 Confidentiality

- 10.1 The Parties acknowledge and confirm that this Agreement, and the content hereof, and any oral or written information exchanged among the Parties in connection with the preparation or performance hereof are confidential. The Parties shall keep all such information confidential, and without the prior written consent of the other Party, may not disclose any confidential information to a third party except for: (a) any information that is already known or will be known to the public for reasons other than unauthorized disclosure by the Party receiving such information; (b) any information required to be disclosed by applicable laws and regulations, stock exchange rules or the order of competent government authority or court; or (c) any information required to be disclosed by either Party to its shareholders, investors, or legal or financial consultant in connection with the transaction hereunder, provided that such shareholders, investors, or legal or financial consultant shall also be subject to confidentiality obligations similar to those provided under this Article 11. Any disclosure of confidential information made by any staff member of or institution engaged by any Party shall be deemed a breach by such Party itself, for which such Party shall be liable in accordance with this Agreement.
- 10.2 It is agreed that this Article 11 shall remain in force and effect notwithstanding any modification, rescission or termination of this Agreement.

Article 11 Miscellaneous

- 11.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. Without the prior written consent of the Attorney-in-Fact, the Principal shall not transfer to any third party any of its rights, interests or obligations hereunder.
- 11.2 The Principal hereby agrees that Party C may transfer to any other third party its rights and obligations hereunder whenever needed; provided only that Party C shall issue a written notice to the Principal at the time of such transfer, which transfer does not require the Principal's consent.
- 11.3 This Agreement constitutes the entire agreement reached by the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements reached by the Parties with respect thereto.
- 11.4 Waiver by any Party of a breach of this Agreement by any other Party under certain circumstances shall not be deemed as its waiver of any similar breach by such other Party under any other circumstance.

- 11.5 Any amendment or supplement to this Agreement may be made in writing and signed by the Parties. Any amendment and supplemental agreement to this Agreement by the Parties shall form an integral part hereof, and shall have the same legal effect as this Agreement.
- 11.6 If any one or more provisions hereof are determined to be invalid, illegal or unenforceable in any respect under any applicable laws or regulations, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired. The Parties shall endeavor to replace such invalid, illegal or unenforceable provision with a valid, legal or enforceable provision through good faith negotiations to the maximum extent permitted by law and anticipated by the Parties, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.
- 11.7 This Agreement is written in Chinese and executed in three (3) originals, with each Party holding one (1) original and each original having the same legal effect.
- 11.8 The appendix to this Agreement shall form an integral part hereof, and shall have the same legal effect as this Agreement.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Parties have caused their respective authorized representatives to execute this Agreement with immediate effect as of the date first written above.

Party A (Principal):

Sun Wenjun By: /s/ Sun Wenjun

Chen Xuefeng By: /s/ Chen Xuefeng

IN WITNESS WHEREOF, the Parties have caused their respective authorized representatives to execute this Agreement with immediate effect as of the date first written above.

Party B:

Shanghai Yueyee Network Information Technology Co., Ltd. (Seal)

/s/ Shanghai Yueyee Network Information Technology Co., Ltd.

Authorized Representative: Sun Wenjun

By: /s/ Sun Wenjun

IN WITNESS WHEREOF, the Parties have caused their respective authorized representatives to execute this Agreement with immediate effect as of the date first written above.

Party C (Attorney-in-Fact):

Shanghai Aihui Trading Co., Ltd. (Seal)

/s/ Shanghai Aihui Trading Co., Ltd.

Authorized Representative: Sun Wenjun

By: /s/ Sun Wenjun

Appendix 1:

Irrevocable Power of Attorney

Principal: Sun Wenjun; Chen Xuefeng

Attorney-in-Fact: Shanghai Aihui Trading Co., Ltd.

The Principal hereby authorizes the Attorney-in-Fact to exercise the rights described herein during the term of this power of attorney (this “**Power of Attorney**”).

Sun Wenjun and Chen Xuefeng (collectively the “**Principal**”) are the only two shareholders of Shanghai Yueyee Network Information Technology Co., Ltd., and hereby authorize the Attorney-in-Fact to exercise the following rights enjoyed by the Principal as the shareholder of Shanghai Yueyee Network Information Technology Co., Ltd. (the “**Shareholder Rights**”) subject to applicable PRC laws and the company’s articles of association:

- (1) to propose, convene and attend shareholders’ meetings;
- (2) to exercise shareholders’ voting rights, including, but not limited to, making decision on the sale or transfer of part or all of the Principal’s equity interests;
- (3) to designate or elect the legal representative, directors, general manager and other senior management of Shanghai Yueyee Network Information Technology Co., Ltd.; and
- (4) to sign resolutions and other documents related to the exercise of the above rights.

The Principal hereby acknowledges that:

- (1) the Attorney-in-Fact’s exercise of its Shareholder Rights pursuant to this Power of Attorney does not require its prior written consent;
- (2) the Attorney-in-Fact has the right to access the operations, clients, financial affairs, employees and other related information of Shanghai Yueyee Network Information Technology Co., Ltd. and to inspect the relevant materials of Shanghai Yueyee Network Information Technology Co., Ltd. for the purposes of exercising the Shareholder Rights; and
- (3) it will provide the Attorney-in-Fact with adequate assistance in exercising the Shareholder Rights, including the right to promptly sign resolutions of shareholders’ meetings or other relevant legal instruments when necessary (for instance, when such legal instruments are required to be submitted for approval of or registration or filing with competent government authority), and its covenant under this Article will not limit its authorization granted to the Attorney-in-Fact with respect to the Shareholder Rights.

This Power of Attorney does not involve any monetary payment.

Unless otherwise instructed in writing by Shanghai Yueyee Network Information Technology Co., Ltd., this Power of Attorney shall remain in force and effect during the lifetime of Shanghai Yueyee Network Information Technology Co., Ltd.

Appendix 1: Irrevocable Power of Attorney

This Power of Attorney shall be irrevocable upon being signed by the Principal, unless otherwise instructed in writing by Shanghai Yueyee Network Information Technology Co., Ltd. Upon the written notice of Shanghai Aihui Trading Co., Ltd. to the Principal of termination of such authorization and appointment, the Principal shall immediately withdraw the appointment and authorization of the Attorney-in-Fact, and authorize and appoint any other person nominated by Shanghai Aihui Trading Co., Ltd. by entering into a new power of attorney in the same form and substance as this Power of Attorney.

This Power of Attorney shall be signed by the Principal on the effective date of the Voting Proxy Agreement, and shall become effective as of the date when it is signed by the Principal.

This Power of Attorney is executed in two (2) originals, with each Party holding one (1) original, and each copy having the same legal effect.

(The remainder of this page is intentionally left blank)

(This is a signature page to the Irrevocable Power of Attorney)

Principal:

Sun Wenjun By: /s/ Sun Wenjun **Chen Xuefeng** By: /s/ Chen Xuefeng

(This is a signature page to the Irrevocable Power of Attorney)

Attorney-in-Fact: Shanghai Aihui Trading Co., Ltd. (Seal)

/s/ Shanghai Aihui Trading Co., Ltd.

Authorized Representative: Sun Wenjun

By: /s/ Sun Wenjun

Amended and Restated Power of Attorney

Date: March 12, 2021

WHEREAS:

- (1) I, Chen Xuefeng (ID Card No.: ***) (the “**Principal**”) am a shareholder of Shanghai Yueyee Network Information Technology Co., Ltd. (the “**Company**”);
- (2) I entered into the Voting Proxy Agreement (the “**Voting Proxy Agreement**”) with the Company, Shanghai Aihui Trading Co., Ltd. (the “**Attorney-in-Fact**”) and other shareholders of the Company on August 31, 2012, and issued one or more powers of attorney (the “**Original Powers of Attorney**”) to the Attorney-in-Fact on the same date; upon the consent of the Attorney-in-Fact, I hereby agree to issue this Amended and Restated Power of Attorney (this “**Power of Attorney**”) to supersede the Original Powers of Attorney in its entirety.
- (3) For the sake of greater clarity, this Power of Attorney shall be deemed an “irrevocable power of attorney” required to be issued under the Voting Proxy Agreement.

NOW THEREFORE, I hereby irrevocably authorize and appoint the Attorney-in-Fact to exercise such rights and deal with such matters as set out below on my behalf during the term of this Power of Attorney:

The Attorney-in-Fact is hereby appointed and authorized as the only exclusive agent and attorney to exercise the following rights and deal with the following matters on my behalf with respect to my equity interests: 1) making decisions as a shareholder of the Company; 2) exercising all rights and discretions to which I am entitled under relevant PRC laws and the articles of association of the Company as a shareholder of the Company (including but not limited to determining the Company’s bonuses); 3) handling the sale, transfer, pledge or disposal of my equity interests in the Company (in all or in part), including but not limited to signing all necessary equity transfer documents or other documents for disposing of my equity interests and handling all necessary procedures on my behalf; 4) in my name and on my behalf, signing any resolutions and meeting minutes as a shareholder of the Company; 5) on my behalf, nominating, electing, designating, appointing and removing the legal representative, directors, supervisors, general manager, chief financial officer and other senior management personnel of the Company; 6) approving the amendment to the articles of association of the Company; and 7) other matters agreed in the Voting Proxy Agreement, if any. Without the written consent of the Attorney-in-Fact, I shall have no right to increase or decrease, transfer, re-pledge, or otherwise dispose of or change my equity interests in the Company. For the sake of greater clarity, the Attorney-in-Fact may commit any acts with respect to my equity interests based on its own judgment and without my oral or written instructions.

With respect to the Exclusive Technology Consulting and Management Service Agreement, the Option Purchase Agreement, the Business Operation Agreement, the Voting Proxy Agreement and the Share Pledge Agreement (including any and all subsequent amendments thereto and restatements thereof) executed by and among the Attorney-in-Fact, the Company and (or) me, the Attorney-in-Fact shall have the right to execute any supplemental agreement, ancillary document, amendment and (or) modification thereto or restatement thereof, and all other agreements and documents required to be executed by me as set forth therein, and shall promptly perform the obligations under the foregoing agreements and documents. The exercise of such right shall not constitute a restriction on any other form of authority granted hereunder.

All acts committed by the Attorney-in-Fact with respect to my equity interests shall be deemed to be my own acts, and all documents signed by the Attorney-in-Fact shall be deemed to have been signed by me. I hereby acknowledge all acts committed and documents signed by the Attorney-in-Fact with respect to my equity interests. During the term of this Power of Attorney, I hereby waive all rights with regard to my equity interests that have been granted to the Attorney-in-Fact hereunder, and will no longer exercise such rights.

I hereby agree that the Attorney-in-Fact shall have the right to sub-delegate one or more matters and rights delegated to it hereunder to any other person or entity without my prior written consent.

This Power of Attorney shall become effective as of the date it is signed. This Power of Attorney, upon entry into force, supersedes in its entirety any and all Original Powers of Attorney. As of the execution date hereof, this Power of Attorney shall be irrevocable and continue in force during my tenure as a shareholder of the Company.

Any dispute arising from the interpretation and performance of this Power of Attorney shall be governed by the provision of dispute resolution contained in the Voting Proxy Agreement.

This Power of Attorney is written in Chinese and executed in three (3) originals, with each of the Principal, the Company and the Attorney-in-Fact holding one (1) original and each original having the same legal effect.

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IN WITNESS WHEREOF, the Parties have caused their respective authorized representatives to execute this Power of Attorney with immediate effect as of the date first written above.

Principal:

Chen Xuefeng

/s/ Chen Xuefeng _____

Signature Page to the Power of Attorney

IN WITNESS WHEREOF, the Parties have caused their respective authorized representatives to execute this Power of Attorney with immediate effect as of the date first written above.

Accepted by:

Shanghai Yueyee Network Information Technology Co., Ltd. (Seal)

/s/ Shanghai Yueyee Network Information Technology Co., Ltd.

Signature of Legal Representative (or Authorized Representative): /s/ Chen Xuefeng

Acknowledged by:

Shanghai Aihui Trading Co., Ltd. (Seal)

/s/ Shanghai Aihui Trading Co., Ltd.

Signature of Legal Representative (or Authorized Representative): /s/ Chen Xuefeng

Signature Page to the Power of Attorney

Amended and Restated Power of Attorney

Date: March 12, 2021

WHEREAS:

- (1) I, Sun Wenjun (ID Card No.: ***) (the “**Principal**”) am a shareholder of Shanghai Yueyee Network Information Technology Co., Ltd. (the “**Company**”);
- (2) I entered into the Voting Proxy Agreement (the “**Voting Proxy Agreement**”) with the Company, Shanghai Aihui Trading Co., Ltd. (the “**Attorney-in-Fact**”) and other shareholders of the Company on August 31, 2012, and issued one or more powers of attorney (the “**Original Powers of Attorney**”) to the Attorney-in-Fact on the same date; upon the consent of the Attorney-in-Fact, I hereby agree to issue this Amended and Restated Power of Attorney (this “**Power of Attorney**”) to supersede the Original Powers of Attorney in its entirety.
- (3) For the sake of greater clarity, this Power of Attorney shall be deemed an “irrevocable power of attorney” required to be issued under the Voting Proxy Agreement.

NOW THEREFORE, I hereby irrevocably authorize and appoint the Attorney-in-Fact to exercise such rights and deal with such matters as set out below on my behalf during the term of this Power of Attorney:

The Attorney-in-Fact is hereby appointed and authorized as the only exclusive agent and attorney to exercise the following rights and deal with the following matters on my behalf with respect to my equity interests: 1) making decisions as a shareholder of the Company; 2) exercising all rights and discretions to which I am entitled under relevant PRC laws and the articles of association of the Company as a shareholder of the Company (including but not limited to determining the Company’s bonuses); 3) handling the sale, transfer, pledge or disposal of my equity interests in the Company (in all or in part), including but not limited to signing all necessary equity transfer documents or other documents for disposing of my equity interests and handling all necessary procedures on my behalf; 4) in my name and on my behalf, signing any resolutions and meeting minutes as a shareholder of the Company; 5) on my behalf, nominating, electing, designating, appointing and removing the legal representative, directors, supervisors, general manager, chief financial officer and other senior management personnel of the Company; 6) approving the amendment to the articles of association of the Company; and 7) other matters agreed in the Voting Proxy Agreement, if any. Without the written consent of the Attorney-in-Fact, I shall have no right to increase or decrease, transfer, re-pledge, or otherwise dispose of or change my equity interests in the Company. For the sake of greater clarity, the Attorney-in-Fact may commit any acts with respect to my equity interests based on its own judgment and without my oral or written instructions.

With respect to the Exclusive Technology Consulting and Management Service Agreement, the Option Purchase Agreement, the Business Operation Agreement, the Voting Proxy Agreement and the Share Pledge Agreement (including any and all subsequent amendments thereto and restatements thereof) executed by and among the Attorney-in-Fact, the Company and (or) me, the Attorney-in-Fact shall have the right to execute any supplemental agreement, ancillary document, amendment and (or) modification thereto or restatement thereof, and all other agreements and documents required to be executed by me as set forth therein, and shall promptly perform the obligations under the foregoing agreements and documents. The exercise of such right shall not constitute a restriction on any other form of authority granted hereunder.

All acts committed by the Attorney-in-Fact with respect to my equity interests shall be deemed to be my own acts, and all documents signed by the Attorney-in-Fact shall be deemed to have been signed by me. I hereby acknowledge all acts committed and documents signed by the Attorney-in-Fact with respect to my equity interests. During the term of this Power of Attorney, I hereby waive all rights with regard to my equity interests that have been granted to the Attorney-in-Fact hereunder, and will no longer exercise such rights.

I hereby agree that the Attorney-in-Fact shall have the right to sub-delegate one or more matters and rights delegated to it hereunder to any other person or entity without my prior written consent.

This Power of Attorney shall become effective as of the date it is signed. This Power of Attorney, upon entry into force, supersedes in its entirety any and all Original Powers of Attorney. As of the execution date hereof, this Power of Attorney shall be irrevocable and continue in force during my tenure as a shareholder of the Company.

Any dispute arising from the interpretation and performance of this Power of Attorney shall be governed by the provision of dispute resolution contained in the Voting Proxy Agreement.

This Power of Attorney is written in Chinese and executed in three (3) originals, with each of the Principal, the Company and the Attorney-in-Fact holding one (1) original and each original having the same legal effect.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused their respective authorized representatives to execute this Power of Attorney with immediate effect as of the date first written above.

Principal:

Sun Wenjun

/s/ Sun Wenjun

Signature Page to the Power of Attorney

IN WITNESS WHEREOF, the Parties have caused their respective authorized representatives to execute this Power of Attorney with immediate effect as of the date first written above.

Accepted by:

Shanghai Yueyee Network Information Technology Co., Ltd. (Seal)

/s/ Shanghai Yueyee Network Information Technology Co., Ltd.

Signature of Legal Representative (or Authorized Representative): /s/ Chen Xuefeng

Acknowledged by:

Shanghai Aihui Trading Co., Ltd. (Seal)

/s/ Shanghai Aihui Trading Co., Ltd.

Signature of Legal Representative (or Authorized Representative): /s/ Chen Xuefeng

Signature Page to the Power of Attorney

EXCLUSIVE BUSINESS COOPERATION AGREEMENT

THIS EXCLUSIVE BUSINESS COOPERATION AGREEMENT (this “**Agreement**”) is entered into by and between the following parties on June 19, 2019 in Shanghai, the People’s Republic of China (the “**PRC**”, solely for the purposes of this Agreement, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and the islands of Taiwan):

Party A: Shanghai Aihui Trading Co., Ltd., a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC with its Uniform Social Credit Code of 913100000512489464;

Party B: Shenzhen Lvchuang Network Technology Co., Ltd., a limited liability company duly incorporated and validly existing under the laws of the PRC with Uniform Social Credit Code of 9144030058272928X4.

Each of the parties listed above is referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Party A has the necessary resources to provide technical and consulting services;

WHEREAS, Party B is permitted to engage in [recycling and sales of pre-owned electronic products] by the relevant PRC governmental authorities. The businesses conducted by Party B currently and any time during the term of this Agreement are collectively referred to herein as the “**Principal Business**”;

WHEREAS, during the term of this Agreement, Party A agrees to provide technical support, consulting services and other services in relation to the Principal Business for Party B on an exclusive basis, utilizing its advantages in technology, human resources, and information, and Party B agrees to accept such exclusive services provided by Party A or Party A’s designee(s), pursuant to the terms hereunder.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual discussion, the Parties hereby agree as follows:

1. Services Provided by Party A

1.1 Party B hereby appoints Party A as Party B’s exclusive services provider to provide Party B with complete business support and technical and consulting services during the term of this Agreement, in accordance with the terms and conditions of this Agreement, which may include all services within the Principal Business as may be determined by Party A from time to time, including without limitation the following items:

- (1) licensing Party B to use any software legally owned by Party A;
- (2) development, maintenance and update of software involved in Party B's business;
- (3) design, installation, daily management, maintenance and updating of network systems, hardware and database;
- (4) providing technical support and professional training for relevant staff of Party B;
- (5) assisting Party B in consultancy, collection and research of technology and market information (excluding market research business that wholly foreign-owned enterprises are prohibited from conducting under the PRC laws);
- (6) providing business management consultation for Party B;
- (7) providing marketing and promotional services for Party B;
- (8) providing customer order management and customer services for Party B;
- (9) leasing equipment or properties to Party B; and
- (10) other related services requested by Party B from time to time to the extent permitted under the PRC laws.

1.2 Party B agrees to accept all the consultations and services provided by Party A. Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not, directly or indirectly, accept the same or any similar consultations or services provided by any third party, and shall not cooperate with any third party regarding the matters contemplated by this Agreement. Party A may appoint other parties (who may enter into certain agreements described in Section 1.3 with Party B) to provide Party B with the consultations or services under this Agreement.

1.3 Service Providing Manner

- (1) The Parties agree that during the term of this Agreement, as the case may be, at the request of Party A, Party B shall enter into further technical service agreements or consulting service agreements with Party A or any other party designated by Party A, which shall provide the details, manner, personnel, and fees of the specific technical services and consulting services, and the form and substance of which shall be satisfactory to Party A.
- (2) The Parties agree that during the term of this Agreement, as the case may be, at the request of Party A, Party B shall enter into intellectual property (including without limitation software, trademark, patent and know-how) license agreements with Party A or any other party designated by Party A, which shall permit Party B to use Party A's relevant intellectual property rights at any time and from time to time based on the needs of the business of Party B, and the form and substance of which shall be satisfactory to Party A.
- (3) The Parties agree that during the term of this Agreement, as the case may be, at the request of Party A, Party B shall enter into equipment or property leasing agreement with Party A or any other party designated by Party A, which shall permit Party B to use Party A's relevant equipment or property based on the business needs of Party B, and the form and substance of which shall be satisfactory to Party A.
- (4) Party B hereby grants to Party A an irrevocable, unconditional and exclusive option to purchase from Party B, at Party A's sole discretion, any or all of the assets and business of Party B, to the extent permitted under the PRC laws, and at the lowest purchase price permitted by the PRC laws. The Parties shall then enter into separate assets or business transfer agreement, specifying the terms and conditions of such assets or business transfer.

2. Calculation and Payment of Service Fees

- 2.1 During the term of this Agreement, Party B shall pay service fee to Party A in each month for the services provided by Party A to Party B, which shall be determined by the Parties based on:
- (1) complexity and difficulty of the services;

- (2) title of and time consumed by the employees of Party A providing the services;
- (3) details and business value of the services;
- (4) market reference price of the same type of services;
- (5) operation conditions of Party B.

2.2 If Party A transfers technology to Party B, develops software or other technology as entrusted by Party B, or leases equipment or properties to Party B, the technology transfer price, development fees or rent shall be determined by the Parties based on the actual situations.

3. Intellectual Property Rights and Confidentiality

- 3.1 Party A shall have exclusive and proprietary rights and interests in all rights, ownership, interests and intellectual properties arising out of or created from the performance of this Agreement, including but not limited to, copyrights, patents, patent applications, trademarks, software, technical secrets, trade secrets and others, regardless of whether they have been developed by Party A or Party B. Party B shall execute all appropriate documents, take all appropriate actions, submit all filings and applications, render all appropriate assistance and otherwise conduct whatever is deemed necessary by Party A at its sole discretion for the purposes of vesting any ownership, right or interest of any such intellectual property rights in Party A, and perfecting the protections for any such intellectual property rights entitled to Party A.
- 3.2 The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement shall be regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without the written consent of the other Party, it shall not disclose any relevant confidential information to any third party, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws, regulations, stock exchange regulations or orders of the court or other governmental authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Any unauthorized disclosure of confidential information by the shareholders, director, employees of or agencies engaged by any Party shall be deemed as unauthorized disclosure of such confidential information by such Party and such Party shall be liable for breach of this Agreement.

4. Representations and Warranties

4.1 Party A hereby represents and warrants as follows:

- (1) Party A is a wholly foreign-owned enterprise legally incorporated and validly existing under the PRC laws; Party A or the service providers designated by Party A will obtain all governmental permits and licenses for providing the service under this Agreement before providing such services.
- (2) Party A has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and approvals from third parties and governmental authorities (if required) for the execution, delivery and performance of this Agreement. The execution, delivery and performance of this Agreement by Party A do not violate any requirements explicitly stipulated by any law or regulation.
- (3) This Agreement constitutes Party A's legal, valid and binding obligations, and is enforceable against it in accordance with the terms hereunder.

4.2 Party B hereby represents and warrants as follows:

- (1) Party B is a company legally incorporated and validly existing under the PRC laws; Party B has obtained all permits and licenses for engaging in the Principal Business in a timely manner.
- (2) Party B has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and approvals from third parties and governmental authorities (if required) for the execution, delivery and performance of this Agreement. The execution, delivery and performance of this Agreement by Party B do not violate any requirements explicitly stipulated by any law or regulation.

- (3) This Agreement constitutes Party B's legal, valid and binding obligations, and is enforceable against it in accordance with the terms hereunder.

5. Terms of Agreement

- 5.1 This Agreement is executed by the Parties on the date first above written and shall take effect as of such date. Unless terminated in accordance with the provisions of this Agreement or terminated in writing by Party A, this Agreement shall remain effective.
- 5.2 During the term of this Agreement, each Party shall renew its operation term prior to the expiration thereof so as to enable this Agreement to remain effective and enforceable. This Agreement shall be terminated upon the expiration of the operation term of any Party if the application for the renewal of such Party's operation term is not approved or agreed by the relevant governmental authorities.
- 5.3 The rights and obligations of the Parties under Sections 3, 6, 7 and this Section 5.3 shall survive the termination of this Agreement.

6. Governing Law and Resolution of Disputes

- 6.1 The execution, effectiveness, interpretation, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the PRC laws.
- 6.2 In the event of any dispute with respect to the interpretation and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within thirty (30) days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the Shanghai Arbitration Commission for arbitration, in accordance with its then-effective arbitration rules. The language used during arbitration shall be Chinese. The arbitration award shall be final and binding on both Parties.
- 6.3 Upon the occurrence of any disputes arising from the interpretation and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

7. Liability for Breach and Indemnification

- 7.1 If Party B conducts any material breach of any term of this Agreement, Party A shall have the right to terminate this Agreement and require Party B to indemnify all damages; this Section 7.1 shall not prejudice any other rights of Party A herein.
- 7.2 Unless otherwise required by the applicable laws, Party B shall not have any right to terminate this Agreement under any circumstance.
- 7.3 Party B shall indemnify and hold harmless Party A from any losses, damages, liabilities or expenses caused by any lawsuit, claims or other demands against Party A arising from or caused by the consultations and services provided by Party A at the request of Party B, except where such losses, damages, liabilities or expenses arising from the gross negligence or willful misconduct of Party A.

8. Force Majeure

- 8.1 In the case of any force majeure events ("**Force Majeure**") such as earthquakes, typhoons, floods, fires, flu, wars, strikes or any other events that cannot be predicted and are unpreventable and unavoidable by the affected Party, which directly or indirectly causes the failure of either Party to perform or completely perform this Agreement, then the Party affected by such Force Majeure shall give the other Party a written notice without any delay, and shall provide details of such event within fifteen (15) days after sending out such notice, explaining the reasons for such failure of performance, partial performance or delay of performance.
- 8.2 If such Party claiming Force Majeure fails to notify the other Party and furnish it with proof pursuant to the above provision, such Party shall not be excused from the non-performance of its obligations hereunder. The Party so affected by the event of Force Majeure shall use reasonable efforts to minimize the consequences of such Force Majeure and to promptly resume performance of obligations hereunder whenever the causes of such excuse are cured. If the Party affected by the event of Force Majeure fails to resume performance of obligations hereunder when the causes of such excuse are cured, such Party shall be liable to the other Party.

8.3 In the event of Force Majeure, the Parties shall promptly consult with each other to find an equitable solution and shall use all reasonable endeavors to minimize the consequences of such Force Majeure.

9. Notices

9.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, commercial courier service, facsimile transmission or email to the address of such Party set forth below. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- (1) Notices given by personal delivery, courier service or registered mail, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.
- (2) Notices given by facsimile transmission or email shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

9.2 For the purpose of notices, the addresses of the Parties are as follows:

If to: Party A
Address: 12th Floor, No.433 Songhu Road, Yangpu District, Shanghai
Attn: ***
Phone: ***

If to: Party B
Address: Room 602, Qilong Center, Building 20, Guangqian Village Industrial Zone, Taoyuan Street, Nanshan District, Shenzhen
Attn: Shenzhen Lvchuang Network Technology Co., Ltd.
Phone: ***

9.3 Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

10. Assignment

10.1 Without Party A's prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.

10.2 Party B agrees that Party A may assign its obligations and rights hereunder to any third party upon a prior written notice to Party B but without the consent of Party B.

11. Severability

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

12. Amendments and Supplements

Any amendments and supplements to this Agreement shall be in writing. The amendment agreements and supplementary agreements that have been signed by the Parties and that relate to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.

13. Language and Counterparts

This Agreement is written in both Chinese and English language and executed in two (2) copies, and each Party shall have one (1) copy with equal legal validity. In case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first above written.

Party A:

Shanghai Aihui Trading Co., Ltd. (Seal)

/s/ Shanghai Aihui Trading Co., Ltd.

By: /s/ CHEN Xuefeng

Name: CHEN Xuefeng

Title: Legal Representative

Party B:

Shenzhen Lvchuang Network Technology Co., Ltd. (Seal)

/s/ Shenzhen Lvchuang Network Technology Co., Ltd.

By: /s/ SHEN Haichen

Name: SHEN Haichen

Title: Legal Representative

Signature Page to Exclusive Business Cooperation Agreement

EQUITY PLEDGE AGREEMENT

THIS EQUITY PLEDGE AGREEMENT (this “**Agreement**”) is entered into by and between the following parties on June 19, 2019 in Shanghai, the People’s Republic of China (the “**PRC**”, solely for the purposes of this Agreement, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and the islands of Taiwan):

- Party A: Shanghai Aihui Trading Co., Ltd. (the “**Pledgee**”), a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC with its Uniform Social Credit Code of 913100000512489464;
- Party B: SHEN Haichen (the “**Pledgor**”), a PRC citizen with Identification No. of ***; and
- Party C: Shenzhen Lvchuang Network Technology Co., Ltd., a limited liability company duly incorporated and validly existing under the laws of the PRC with its Uniform Social Credit Code of 9144030058272928X4.

Each of the parties listed above is referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, the Pledgor is the shareholder of Party C and as the date hereof, holds 100% of the equity interests of Party C, representing RMB20,000,000.00 in the registered capital of Party C. Party C acknowledges the respective rights and obligations of the Pledgor and the Pledgee under this Agreement, and intends to provide necessary assistance in registering the Pledge (as defined below).

The Pledgee is a wholly foreign owned enterprise registered in the PRC. The Pledgee, the Pledgor and Party C have entered into a series of Transaction Documents (as defined below).

To ensure the performance of the Contract Obligations (as defined below) and the payments of the Secured Indebtedness (as defined below), the Pledgor hereby pledges all of the equity interest of Party C held by him/her/it to the Pledgee as security.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual discussion, the Parties hereby agree as follows:

1. Definitions

Unless otherwise provided herein, the following terms shall have the meanings ascribed to them below:

- (1) **“Pledge”** means the security interest granted by the Pledgor to the Pledgee pursuant to Section 2 of this Agreement, *i.e.*, the right of the Pledgee to be paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from the auction or sale of the Equity Interest.
- (2) **“Equity Interest”** means all of the equity interest of Party C lawfully currently held and hereafter acquired by the Pledgor.
- (3) **“Term of Pledge”** means the term set forth in Section 3 of this Agreement.
- (4) **“Transaction Documents”** means the Exclusive Business Cooperation Agreement entered into by and between Party C and the Pledgee on [June 19, 2019] (the **“Exclusive Business Cooperation Agreement”**), the Exclusive Option Agreement entered into by and among Party C, the Pledgee and the Pledgor on [June 19, 2019] (the **“Exclusive Option Agreement”**), Power of Attorney executed by the Pledgor on [June 19, 2019] (the **“Power of Attorney”**) and any modification, amendment and restatement to the aforementioned documents.
- (5) **“Contract Obligations”** means all the obligations of the Pledgor under the Exclusive Option Agreement, the Power of Attorney and this Agreement; all the obligations of Party C under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and this Agreement.
- (6) **“Secured Indebtedness”** means all the direct, indirect and derivative losses and losses of anticipated profits, suffered by the Pledgee, incurred as a result of any Event of Default. The amount of such loss shall be calculated in accordance with the reasonable business plan and profit forecast of the Pledgee, the consulting and service fees payable to the Pledgee under the Exclusive Business Cooperation Agreement, all expenses occurred in connection with enforcement by the Pledgee of the Pledgor’s or Party C’s Contract Obligations and etc.

- (7) **“Event of Default”** means any of the circumstances set forth in Section 7 of this Agreement.
- (8) **“Notice of Default”** the notice issued by the Pledgee in accordance with this Agreement declaring an Event of Default.

2. Pledge

- 2.1 The Pledgor agrees to pledge all the Equity Interest as security for Pledgor’s and the Party C’s performance of the Contract Obligations and payment of the Secured Indebtedness under this Agreement. Party C hereby assents that the Pledgor pledges the Equity Interest to the Pledgee pursuant to this Agreement.
- 2.2 During the Term of Pledge, the Pledgee is entitled to receive dividends distributed on the Equity Interest. The Pledgor may receive dividends distributed on the Equity Interest only with prior written consent of the Pledgee. Dividends received by the Pledgor on Equity Interest after the deduction of individual income tax paid by the Pledgor shall be, as required by the Pledgee, (a) deposited into an account designated and supervised by the Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to making any other payment; or (b) unconditionally donated to the Pledgee or any other person designated by the Pledgee to the extent permitted under the applicable PRC laws.
- 2.3 The Pledgor may subscribe for increased capital of Party C only with prior written consent of the Pledgee. Any equity interest obtained by the Pledgor as a result of the Pledgor’s subscription of the increased registered capital of Party C shall also be deemed as Equity Interest.
- 2.4 In the event that Party C is required to be liquidated or dissolved by the PRC laws, any interest distributed to the Pledgor upon Party C’s dissolution or liquidation shall be, upon the request of the Pledgee and extent permitted under the applicable PRC laws, (a) deposited into an account designated and supervised by the Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (b) unconditionally donated to the Pledgee or any other person designated by the Pledgee to the.

3. Term of Pledge

- 3.1 The Pledge shall become effective from date when both parties execute this Agreement. The Pledge shall remain effective until all Contract Obligations have been fully performed and all Secured Indebtedness has been fully paid. The Pledgor and Party C shall (1) register the Pledge in the shareholders' register of Party C within the time required by the Pledgee according to the Pledgee's request, and (2) submit an application to the relevant administration of industry and commerce (the "AIC") for the registration of the Pledge of the Equity Interest contemplated herein within the time required by the Pledgee according to the Pledgee's request. The parties covenant that for the purpose of registration of the Pledge, the parties hereto and all other shareholders of Party C shall submit to the AIC this Agreement or an equity interest pledge contract in the form required by the AIC at the location of Party C which shall truly reflect the information of the Pledge hereunder (the "**AIC Pledge Contract**"). For matters not specified in the AIC Pledge Contract, the Parties shall be bound by the provisions of this Agreement. The Pledgor and Party C shall submit all necessary documents and complete all necessary procedures, as required by the relevant PRC laws and regulations and the competent AIC, to ensure that the Pledge of the Equity Interest shall be registered with the AIC as soon as possible after submission for filing.
- 3.2 During the Term of Pledge, in the event that the Pledgor or Party C fails to perform the Contract Obligations or pay Secured Indebtedness, the Pledgee shall have the right, but not the obligation, to enforce the Pledge in accordance with the terms and conditions of this Agreement.

4. Escrow of Pledge Records

According to the Pledgee's request, the Pledgor shall deliver to the Pledgee the capital contribution certificate for the Equity Interest and the shareholders' register containing the Pledge within the time required by the Pledgee, which shall be held in escrow by the Pledgee during the entire Term of Pledge.

5. Representations and Warranties of the Pledgor and Party C

The Pledgor and Party C hereby represent and warrant to the Pledgee, jointly and severally, as of the date of this Agreement, that:

- (1) The Pledgor is the exclusive legal and beneficial owner of the Equity Interest.

- (2) The Pledgee is entitled to dispose of and transfer the Equity Interest in accordance with the terms and conditions hereunder.
- (3) Except for the Pledge, the Pledgor has not placed any security interest or other encumbrance on the Equity Interest.
- (4) The Pledgor and Party C have obtained any and all approvals and consents from the applicable government authorities and third parties (if required) for the execution, delivery and performance of this Agreement.
- (5) The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (a) result in any violation of any applicable PRC laws; (b) be in conflict with the articles of association, bylaws or other constitutional documents of Party C; (c) result in the violation of any contract or instrument to which either of them is a party or is bound by, or constitute any breach under any contracts or instruments to which either of them is a party or is bound by; (d) result in any violation of any condition for the grant or continuous effectiveness of any licenses or permits issued to either of them; or (e) result in the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them.

6. Covenants of the Pledgor and Party C

6.1 The Pledgor and Party C hereby jointly and severally covenant to the Pledgee that, during the term of this Agreement:

- (1) Without the prior written consent of the Pledgee, the Pledgor shall not transfer the Equity Interest, place or permit the existence of any security interest or other encumbrance on the Equity Interest or any portion thereof, except for the performance of the Transaction Documents and this Agreement;
- (2) The Pledgor and Party C shall comply with the provisions of all laws and regulations applicable to the pledge of rights, and within five (5) days of receipt of any notice, order or recommendation issued or prepared by the competent authorities regarding the Pledge, shall present the aforementioned notice, order or recommendation to the Pledgee, and shall comply with the aforementioned notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon the Pledgee's reasonable request or upon consent of the Pledgee;

- (3) The Pledgor and Party C shall promptly notify the Pledgee of any event or notice received by the Pledgor that may have an impact on the Pledgee' right to the Equity Interest or any portion thereof, as well as any event or notice received by the Pledgor that may have an impact on any warranty and other obligation of the Pledgor arising out of this Agreement.
 - (4) Party C shall complete the registration procedures for the extension of the operation term within three (3) months prior to the expiration of such term to maintain the validity of this Agreement.
 - (5) With respect to any additional capital contribution by the Pledgor in Party C or acquisition of any equity interest in Party C after the date hereof, the Pledgor and Party C shall (a) register the Pledge in the shareholders' register of Party C within the time required by the Pledgee according to the Pledgee's request, and (b) submit an application to the AIC for the registration of the Pledge of the d Equity Interest contemplated herein within the time required by the Pledgee according to the Pledgee's request.
- 6.2 The Pledgor agrees that the rights acquired by the Pledgee in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by the Pledgor or any heirs or representatives of the Pledgor or any other persons through any legal proceedings.
- 6.3 To protect or perfect the security interest granted by this Agreement for the Contract Obligations and Secured Indebtedness, the Pledgor hereby undertakes to execute in good faith and to cause other parties who have an interest in the Pledge to execute all certificates, agreements, deeds and/or covenants required by the Pledgee. The Pledgor also undertakes to perform and to cause other parties who have an interest in the Pledge to perform actions required by the Pledgee, to facilitate the exercise by the Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with the Pledgee or designee(s) of the Pledgee. The Pledgor undertakes to provide the Pledgee within a reasonable time with all notices, the orders and decisions regarding the Pledge that are required by the Pledgee.

6.4 The Pledgor hereby undertakes to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure or partial performance of its guarantees, promises, agreements, representations and conditions, the Pledgor shall indemnify the Pledgee for all losses resulting therefrom.

7. Event of Breach

7.1 The following circumstances shall be deemed an Event of Default:

- (1) The Pledgor's any breach to any obligations under the Transaction Documents or this Agreement.
- (2) Party C's any breach to any obligations under the Transaction Documents or this Agreement.

7.2 Upon notice or discovery of the occurrence of any circumstances or event that may lead to the aforementioned circumstances described in Section 7.1, the Pledgor and Party C shall immediately notify the Pledgee in writing accordingly.

7.3 Unless an Event of Default has been successfully resolved to the Pledgee's satisfaction within twenty (20) days after the Pledgee delivers a notice to the Pledgor or Party C requesting ratification of such Event of Default, the Pledgee may issue a Notice of Default to the Pledgor in writing at any time thereafter, demanding the Pledgor to immediately enforce the Pledge in accordance with the provisions of Section 8.

8. Enforcement of the Pledge

8.1 The Pledgee shall issue a written Notice of Default to the Pledgor when it enforces the Pledge.

8.2 Subject to the provisions of Section 7.3, the Pledgee may exercise the right to enforce the Pledge at any time after the issuance of the Notice of Default in accordance with Section 8.1. Once the Pledgee elects to enforce the Pledge, the Pledgor shall cease to be entitled to any rights or interests associated with the Equity Interest.

- 8.3 After the Pledgee issues a Notice of Default to the Pledgor in accordance with Section 8.1, the Pledgee may exercise any remedy measure under the applicable PRC laws, the Transaction Documents and this Agreement, including but not limited to being compensated in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from the auction or sale of the Equity Interest. The Pledgee shall not be liable for any loss incurred by its duly exercise of such rights and powers.
- 8.4 The proceeds from the exercise of the Pledge by the Pledgee shall be used to pay for taxes and expenses incurred as a result of disposing the Equity Interest and to perform Contract Obligations and pay the Secured Indebtedness to the Pledgee prior and in preference to any other payment. After the payment of the aforementioned amounts, the remaining balance shall be returned to the Pledgor or any other person who have rights to such balance under applicable laws or be deposited to the local notary public office where the Pledgor resides, with all expenses incurred being borne by the Pledgor. To the extent permitted under the applicable PRC laws, the Pledgor shall unconditionally donate the aforementioned proceeds to the Pledgee or any other person designated by the Pledgee.
- 8.5 The Pledgee may exercise any remedy measure available simultaneously or in any order. The Pledgee may exercise the right to being paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from the auction or sale of the Equity Interest under this Agreement, without exercising any other remedy measure first.
- 8.6 The Pledgee shall be entitled to designate an attorney or other representatives to enforce the Pledge on its behalf, and the Pledgor or Party C shall not raise any objection to such designation.
- 8.7 When the Pledgee disposes of the Pledge in accordance with this Agreement, the Pledgor and Party C shall provide the necessary assistance to enable the Pledgee to enforce the Pledge in accordance with this Agreement.

9. Terms of Agreement

- 9.1 This Agreement is executed by the Parties on the date first above written and shall take effect as of such date.
- 9.2 Upon the fulfillment of all Contract Obligations and the full payment of all Secured Indebtedness by the Pledgor and Party C, the Pledgee shall release the Pledge under this Agreement upon the Pledgor's request as soon as reasonably practicable and shall assist the Pledgor in de-registering the Pledge from the shareholders' register of Party C and with the AIC.

9.3 The rights and obligations of the Parties under Sections 10, 11, 13 and this Section 9.3 shall survive the termination of this Agreement.

10. Governing Law and Resolution of Disputes

10.1 The execution, effectiveness, interpretation, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the PRC laws.

10.2 In the event of any dispute with respect to the interpretation and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within thirty (30) days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the Shanghai Arbitration Commission for arbitration, in accordance with its then-effective arbitration rules. The language used during arbitration shall be Chinese. The arbitration award shall be final and binding on both Parties.

10.3 Upon the occurrence of any disputes arising from the interpretation and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

11. Liability of Breach and Indemnification

11.1 If the Pledgor or Party C conducts any material breach of any term of this Agreement, Party A shall have the right to terminate this Agreement and require the Pledgor or Party C to indemnify all damages; this Section 11.1 shall not prejudice any other rights of Party A herein.

11.2 Unless otherwise required by the applicable laws, Party B or Party C shall not have any right to terminate this Agreement in any event.

12. Notices

12.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, commercial courier service, facsimile transmission or email to the address of such Party set forth below. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- (1) Notices given by personal delivery, courier service or registered mail, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.
- (2) Notices given by facsimile transmission or email shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

12.2 For the purpose of notices, the addresses of the Parties are as follows:

If to: Party A
Address: 12th Floor, No.433 Songhu Road, Yangpu District, Shanghai
Attn: ***
Phone: ***

If to: Party B
Address: Room 302, No. 80, Lane 99, Wanding Road, Minhang District, Shanghai
Attn: ***
Phone: ***

If to: Party C
Address: Room 602, Qilong Center, Building 20, Guangqian Village Industrial Zone, Taoyuan Street, Nanshan District, Shenzhen
Attn: Shenzhen Lvchuang Network Technology Co., Ltd.
Phone: ***

12.3 Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

13. Confidentiality

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged among the Parties in connection with the preparation and performance of this Agreement shall be regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without the written consent of the other Parties, it shall not disclose any relevant confidential information to any third party, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws, regulations, stock exchange regulations or orders of the court or other governmental authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Any unauthorized disclosure of confidential information by the shareholders, director, employees of or agencies engaged by any Party shall be deemed as unauthorized disclosure of such confidential information by such Party and such Party shall be liable for breach of this Agreement.

14. Assignment

- 14.1 Without the Pledgee's prior written consent, the Pledgor and Party C shall not have the right to assign or delegate their rights and obligations under this Agreement.
- 14.2 This Agreement shall be binding on the Pledgor and his/her/it successors and permitted assigns, and shall be valid with respect to the Pledgee and each of its successors and assigns.
- 14.3 At any time, the Pledgee may assign any and all of its rights and obligations under the Transaction Documents and this Agreement to its designee(s), in which case the assigns shall have the rights and obligations of the Pledgee under the Transaction Documents and this Agreement, as if it were the original party to the Transaction Documents and this Agreement.
- 14.4 In the event of change of the Pledgee due to assignment, the Pledgor and Party C shall, at the request of the Pledgee, execute a new pledge agreement with the new pledgee on the same terms and conditions as this Agreement, and register the same with the competent AIC.
- 14.5 The Pledgor and Party C shall strictly comply with the provisions of this Agreement and other contracts jointly or separately executed by the Parties hereto or any of them, including the Transaction Documents, perform the obligations hereunder and thereunder, and refrain from any action and omission that may affect the effectiveness and enforceability thereof. Any remaining rights of the Pledgor with respect to the Equity Interest pledged hereunder shall not be exercised by the Pledgor except in accordance with the written instructions of the Pledgee.

15. Fees and Expenses

All fees and out of pocket expenses relating to this Agreement, including but not limited to legal costs, costs of production, stamp tax and any other taxes and fees, shall be borne by Party C.

16. Severability

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

17. Amendments and Supplements

Any amendments and supplements to this Agreement shall be in writing. The amendment agreements and supplementary agreements that have been signed by the Parties and that relate to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.

18. Language and Counterparts

This Agreement is written in both Chinese and English language and executed in four (4) copies, and each Party shall have one (1) copy with equal legal validity, and the remaining one (1) copy shall be used for registration. In case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first above written.

Party A: **Shanghai Aihui Trading Co., Ltd. (Seal)**

/s/ Shanghai Aihui Trading Co., Ltd.

By: /s/ CHEN Xuefeng
Name: CHEN Xuefeng
Title: Legal Representative

Party B: **SHEN Haichen**

By: /s/ SHEN Haichen

Party C: **Shenzhen Lvchuang Network Technology Co., Ltd. (Seal)**

/s/ Shenzhen Lvchuang Network Technology Co., Ltd.

By: /s/ SHEN Haichen
Name: SHEN Haichen
Title: Legal Representative

Exclusive Option Agreement

THIS EXCLUSIVE OPTION AGREEMENT (this “**Agreement**”) is entered into by and between the following parties on June 19, 2019 in Shanghai, the People’s Republic of China (the “**PRC**”, solely for the purposes of this Agreement, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and the islands of Taiwan):

- Party A: Shanghai Aihui Trading Co., Ltd., a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC with its Uniform Social Credit Code of 913100000512489464;
- Party B: SHEN Haichen, a PRC citizen with Identification No. of ***; and
- Party C: Shenzhen Lvchuang Network Technology Co., Ltd., a limited liability company duly incorporated and validly existing under the laws of the PRC with its Uniform Social Credit Code of 9144030058272928X4.

Each of the parties listed above is referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Party B is a shareholder of Party C and as of the date hereof, holds [100]% of the equity interests of Party C, representing RMB[20,000,000.00] in the registered capital of Party C;

NOW, THEREFORE, in consideration of the foregoing recitals and mutual discussion, the Parties hereby agree as follows:

1. Sale and Purchase of Equity Interest

- 1.1 Party B hereby irrevocably grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a “**Designee**”) to purchase the equity interests of Party C then held by Party B at once or at multiple times at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by the PRC laws and at the Equity Interest Purchase Price described in Section 1.3 hereof (such right hereinafter referred as the “**Equity Interest Purchase Option**”). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party C. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term “**person**” used herein shall mean individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

- 1.2 Subject to the provisions of the laws and regulations of the PRC, Party A may exercise the Equity Interest Purchase Option by issuing a written notice (the “**Equity Interest Purchase Option Notice**”) to Party B, specifying: (a) Party A’s decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased by Party A or the Designee from Party B (the “**Optioned Interests**”); and (c) the date for purchasing the Optioned Interests or the date for transfer of the Optioned Interests.
- 1.3 The purchase price of the Optioned Interests (the “**Base Price**”) shall be RMB 1. If the PRC laws require a minimum price higher than the Base Price when Party A exercises the Equity Interest Purchase Option, the minimum price permitted by PRC law shall be the purchase price (collectively, the “**Equity Interest Purchase Price**”).
- 1.4 For each exercise of the Equity Interest Purchase Option:
 - (1) Party B shall cause Party C to promptly convene a shareholders’ meeting, at which a resolution shall be adopted to approve Party B’s transfer of the Optioned Interests to Party A or the Designee(s);
 - (2) Party B shall obtain written statements from the other shareholders of Party C for giving consent to the transfer of Optioned Interests to Party A or the Designee(s) and waiving any right of first refusal related thereto;
 - (3) Party B shall execute an equity interest transfer contract with respect to each transfer with Party A or each Designee (as the case may be), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;
 - (4) The relevant Parties shall execute all other necessary contracts, agreements or documents, obtain all necessary government licenses and permits and take all necessary actions to transfer valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, “**security interests**” shall include securities, mortgages, third party’s rights or interests, stock options, acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement, Party B’s Equity Pledge Agreement and Party B’s Power of Attorney. “**Party B’s Equity Pledge Agreement**” used in this Agreement shall refer to the Equity Interest Pledge Agreement executed by and among Party A, Party B and Party C on the date hereof and any modification, amendment and restatement thereto. “**Party B’s Power of Attorney**” used in this Agreement shall refer to the Power of Attorney executed by Party B on the date hereof for granting Party A with a power of attorney and any modification, amendment and restatement thereto.

2. Covenants

2.1 Party B (as a shareholder of Party C) and Party C hereby covenant as follows:

- (1) Without the prior written consent of Party A, they shall not in any manner supplement, modify or amend the articles of association of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;
- (2) They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices, obtain and maintain all necessary government licenses and permits by operating its business and handling its affairs prudently and effectively;
- (3) Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any material assets of Party C or legal or beneficial interest in the material business or revenues of Party C, or allow any other security interest to be placed on the foregoing;
- (4) Without the prior written consent of Party A, they shall not incur, inherit, guarantee or suffer the existence of any indebtedness, except for (a) indebtedness incurred in the ordinary course of business other than through loans; and (b) indebtedness disclosed to Party A for which Party A's written consent has been obtained;

- (5) They shall always operate all of Party C's businesses in normal business process to maintain the asset value of Party C and refrain from any action or omission that may affect Party C's operation status and asset value;
- (6) Without the prior written consent of Party A, they shall not cause Party C to execute any material contract, except the contracts executed in the ordinary course of business (for purpose of this subsection, a contract with a value exceeding RMB100,000 shall be deemed as a "**material contract**");
- (7) Without the prior written consent of Party A, Party C shall not provide any person with any loan or credit;
- (8) They shall provide Party A with information about Party C's business operations and financial condition at Party A's request;
- (9) If requested by Party A, Party C shall cover and maintain insurance in respect of its assets and business from an insurance company acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;
- (10) Without the prior written consent of Party A, Party C shall not merge or consolidate with, or acquire or invest in, any person;
- (11) They shall promptly notify Party A of any occurred or possible litigation, arbitration or administrative proceedings relating to Party C's assets, business or revenue;
- (12) To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;
- (13) Without the prior written consent of Party A, they shall ensure that Party C would not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall promptly distribute all distributable profits to its shareholders;
- (14) At the request of Party A, they shall appoint any individual designated by Party A as the director of Party C;

(15) Unless otherwise required by the PRC laws, Party C shall not be dissolved or liquidated without prior written consent by Party A.

2.2 Party B hereby covenants as follows:

- (1) Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose of in any other manner any legal or beneficial interest in the equity interests of Party C held by Party B, or allow any other security interest placed thereon, except for the security interest placed in accordance with Party B's Equity Pledge Agreement and Party B's Power of Attorney;
- (2) Without the prior written consent of Party A, Party B shall cause the shareholders' meeting and the board of directors of Party C not to approve any sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the equity interests of Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the security interest placed in accordance with Party B's Equity Pledge Agreement and Party B's Power of Attorney;
- (3) Without the prior written consent of Party A, Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person;
- (4) Party B shall promptly notify Party A of any occurred or possible litigation, arbitration or administrative proceedings relating to the equity interests of Party C held by Party B;
- (5) Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and to take any and all other actions that may be requested by Party A;
- (6) To the extent necessary to maintain Party B's ownership of equity interests of Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

- (7) Party B shall appoint any designee of Party A as the director of Party C, at the request of Party A;
- (8) Party B hereby waives its right of first refusal to the transfer of equity interest by any other shareholder of Party C to Party A (if any), and gives consent to the execution by each other shareholder of Party C with Party A and Party C the exclusive option agreement, the equity pledge agreement and the power of attorney similar to this Agreement, Party B's Equity Pledge Agreement and Party B's Power of Attorney, and accepts not to take any action in conflict with such documents executed by the other shareholders;
- (9) Party B shall promptly donate any profit, interest, dividend or proceeds of liquidation to Party A or any other person designated by Party A to the extent permitted under the applicable PRC laws; and
- (10) Party B shall strictly comply with the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action or omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under Party B's Equity Pledge Agreement or under Party B's Power of Attorney, Party B shall not exercise such rights except in accordance with the written instructions of Party A.

3. Representations and Warranties

3.1 Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of the transfer of the Optioned Interests, that:

- (1) They have the power, capacity and authority to execute and deliver this Agreement and any equity interest transfer contracts to which they are parties concerning the Optioned Interests to be transferred thereunder (each, a "**Transfer Contract**"), and to perform their obligations under this Agreement and any of the Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A's exercise of the Equity Interest Purchase Option. This Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions hereof and thereof;

- (2) Party B and Party C have obtained any and all approvals and consents from the competent government authorities and third parties (if required) for the execution, delivery and performance of this Agreement.
- (3) The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (a) result in any violation of any applicable PRC laws; (b) be in conflict with the articles of association, bylaws or other constitutional documents of Party C; (c) result in the violation of any contract or instrument to which either of them is a party or is bound by, or constitute any breach under any contracts or instruments to which either of them is a party or is bound by; (d) result in any violation of any condition for the grant or continuous effectiveness of any licenses or permits issued to either of them; or (e) result in the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;
- (4) Party B has a good and merchantable title to the equity interests of Party C held by Party B. Except for Party B's Equity Pledge Agreement and Party B's Power of Attorney, Party B has not placed any security interest on such equity interests;
- (5) Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;
- (6) Party C does not have any outstanding indebtedness, except for (a) indebtedness incurred in the ordinary course of business other than through loans; and (b) indebtedness disclosed to Party A for which Party A's written consent has been obtained.
- (7) Party C has complied with all applicable PRC laws and regulations regarding asset acquisitions; and

- (8) There are no pending or threatened litigation, arbitration or administrative proceedings relating to the equity interests of Party C, assets of Party C or Party C.

4. Terms of Agreement

- 4.1 This Agreement is executed by the Parties on the date first above written and shall take effect as of such date. Unless terminated in accordance with the provisions of this Agreement or terminated in writing by Party A, this Agreement shall remain effective.
- 4.2 The existing or due liabilities arising out of this Agreement before the expiration or early termination of this Agreement shall survive the expiration or early termination thereof. The rights and obligations of the Parties under Sections 5, 6, 9 and this Section 4.2 shall survive the termination of this Agreement.

5. Governing Law and Resolution of Disputes

- 5.1 The execution, effectiveness, interpretation, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the PRC laws.
- 5.2 In the event of any dispute with respect to the interpretation and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within thirty (30) days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the Shanghai Arbitration Commission for arbitration, in accordance with its then-effective arbitration rules. The language used during arbitration shall be Chinese. The arbitration award shall be final and binding on both Parties.
- 5.3 Upon the occurrence of any disputes arising from the interpretation and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

6. Liability for Breach and Indemnification

- 6.1 If Party B or Party C conducts any material breach of any term of this Agreement, Party A shall have the right to terminate this Agreement and require Party B or Party C to indemnify all damages; this Section 6.1 shall not prejudice any other rights of Party A herein.
- 6.2 Unless otherwise required by the applicable laws, Party B or Party C shall not have any right to terminate this Agreement under any circumstance.

7. Taxes and Fees

Each Party shall pay any and all transfer and registration taxes, expenses and fees incurred thereby or levied thereon in accordance with the PRC laws in connection with the preparation and execution of this Agreement and the Transfer Contracts and the consummation of the transactions contemplated hereunder and thereunder.

8. Notices

- 8.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, commercial courier service, facsimile transmission or email to the address of such Party set forth below. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:
 - (1) Notices given by personal delivery, courier service or registered mail, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.
 - (2) Notices given by facsimile transmission or email shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).
- 8.2 For the purpose of notices, the addresses of the Parties are as follows:

If to: Party A
Address: 12th Floor, No.433 Songhu Road, Yangpu District, Shanghai
Attn: ***
Phone: ***

If to: Party B
Address: Room 302, No. 80, Lane 99, Wanding Road, Minhang District, Shanghai
Attn: ***
Phone: ***

If to: Party C
Address: Room 602, Qilong Center, Building 20, Guangqian Village Industrial Zone, Taoyuan Street, Nanshan District, Shenzhen
Attn: Shenzhen Lvchuang Network Technology Co., Ltd.
Phone: ***

8.3 Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

9. Confidentiality

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged among the Parties in connection with the preparation and performance of this Agreement shall be regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without the written consent of the other Parties, it shall not disclose any relevant confidential information to any third party, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws, regulations, stock exchange regulations or orders of the court or other governmental authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Any unauthorized disclosure of confidential information by the shareholders, director, employees or agencies engaged by any Party shall be deemed as unauthorized disclosure of such confidential information by such Party and such Party shall be liable for breach of this Agreement.

10. Further Assurance

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

11. Severability

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

12. Amendments and Supplements

Any amendments and supplements to this Agreement shall be in writing. The amendment agreements and supplementary agreements that have been signed by the Parties and that relate to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.

13. Successors

This Agreement shall be binding on and shall inure to the interest of the respective successors and the permitted assigns of each Party.

14. Waivers

Any Party may waive the terms and conditions of this Agreement, provided that such waiver shall be provided in writing and executed by the Parties. The waiver by any Party under certain circumstances with respect to a breach by other Parties shall not be deemed as a waiver by such Party with respect to any similar breach under other circumstances.

15. Language and Counterparts

This Agreement is written in both Chinese and English language and executed in three (3) copies, and each Party shall have one (1) copy with equal legal validity. In case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first above written.

Party A: Shanghai Aihui Trading Co., Ltd. (Seal)
/s/ Shanghai Aihui Trading Co., Ltd.

By: /s/ CHEN Xuefeng
Name: CHEN Xuefeng
Title: Legal Representative

Party B: SHEN Haichen
/s/ SHEN Haichen

By: /s/ SHEN Haichen

Party C: Shenzhen Lvchuang Network Technology Co., Ltd. (Seal)
/s/ Shenzhen Lvchuang Network Technology Co., Ltd.

By: /s/ SHEN Haichen
Name: SHEN Haichen
Title: Legal Representative

Signature Page to Exclusive Option Agreement

POWER OF ATTORNEY

I, SHEN Haichen, a People's Republic of China (the "**PRC**", solely for the purposes of this Power of Attorney, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and the islands of Taiwan) citizen with PRC Identification Card No.: ***, hold 100% of the entire registered capital of Shenzhen Lvchuang Network Technology Co., Ltd. (the "**Domestic Company**") as of the date hereof. I hereby irrevocably authorize Shanghai Aihui Trading Co., Ltd. (the "**WFOE**") to exercise the following rights relating to all equity interests held by me currently and in the future in Domestic Company ("**My Shareholding**") during the term of this Power of Attorney:

The WFOE is hereby authorized to act on behalf of myself as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including without limitation to: (a) attending shareholders' meetings of Domestic Company; (b) exercising all the shareholder's rights and shareholder's voting rights entitled to me under the laws of the PRC and Domestic Company's Articles of Association, including but not limited to the sale, transfer, pledge or disposition of My Shareholding in part or in whole; and (c) designating and appointing on behalf of myself the legal representative, directors, supervisors, general manager and other senior management members of Domestic Company.

Without limiting the generality of the powers granted hereunder, the WFOE shall have the power and authority under this Power of Attorney to execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among myself, the WFOE and Domestic Company on June 19, 2019 and the Equity Pledge Agreement entered into by and among me, the WFOE and Domestic Company on June 19, 2019 (including any modification, amendment and restatement thereto, collectively the "**Transaction Documents**"), and perform the terms of the Transaction Documents.

All the actions associated with My Shareholding conducted by the WFOE shall be deemed as my own actions, and all the documents related to My Shareholding executed by the WFOE shall be deemed to be executed by me. I hereby acknowledge and ratify those actions conducted and documents executed by the WFOE.

The WFOE is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to me or obtaining my consent. If required by PRC laws, the WFOE shall designate a PRC citizen to exercise the aforementioned rights.

This Power of Attorney shall be effective from the date of execution, and during the period that I am a shareholder of Domestic Company, this Power of Attorney shall remain irrevocable and continuously effective.

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to the WFOE through this Power of Attorney, and shall not exercise such rights by myself.

SHEN Haichen

By: /s/ SHEN Haichen

Date: 2019.6.19

Signature Page to Power of Attorney

Amended and Restated Business Cooperation Agreement

This Amended and Restated Business Cooperation Agreement (this “**Agreement**”) is made on March 17, 2021 (“**Effective Date**”) by and between:

- (1) **Party A: JD.com, Inc.**, a company duly incorporated in accordance with the laws of the Cayman Islands (In this Agreement, Party A and the Affiliates under its control are collectively referred to as “**JD**”); and
- (2) **Party B: AiHuiShou International Co., Ltd.**, a company duly incorporated in accordance with the laws of the Cayman Islands (In this Agreement, Party B and the Affiliates under its control are collectively referred to as “**AHS**”).

The aforesaid parties are hereinafter collectively referred to as the “**Parties**”, and individually as a “**Party**”.

WHEREAS:

1. JD is a renowned Internet e-commerce company that mainly engages in self-operated business and platform-based e-commerce business through its official website and mobile applications;
2. AHS mainly engages in electronic product recycling and processing services, carrying out online and offline pre-owned electronic product recycling business, and providing retailers with trade-in and pre-owned machine recycling services;
3. Following the execution of a Business Cooperation Agreement between them on June 3, 2019, Party A and Party B have on the same day, in February 2020, on September 4, 2020, and on April 20, 2021 respectively, signed a series of supplementary agreements regarding the specific implementation of the Business Cooperation Agreement and/or other relevant matters, which include but are not limited to the agreement dated June 3, 2019 in relation to AHS’s advertising investment in JD Platform (all such agreements are hereinafter collectively referred to as the “**Agreement for Specific Implementation of Business Cooperation**”);
4. The Parties intend to cooperate with each other on relevant business pursuant to the terms and conditions of this Agreement in order to integrate business resources and give full play to their respective strengths.

NOW THEREFORE, the Parties hereby agree as follows by mutual agreement:

1. Definitions

The following terms in this Agreement shall have the following meanings:

- 1.1. **“Affiliate”** means, with respect to any entity, other entity or person that is directly or indirectly controlled by, controls, or is under common control with such entity. For the purposes of this Agreement, **“Control”** means holding more than 50% of the equity or voting rights of an entity, or the power to appoint more than half of the directors or members of a similar governing body of such entity, or having actual discretion and control over the operation of such entity (including through VIE) by contract or otherwise. Notwithstanding any other provisions hereof, AHS shall not be deemed an Affiliate of JD for the purposes of this Agreement, and vice versa.
- 1.2. **“Force Majeure”** means any event beyond the control of the Parties, occurring after the date hereof, that is neither avoidable, surmountable, and resolvable, nor foreseeable by the Parties at the time of signing this Agreement, which prevents either Party from performing this Agreement in part or in full. Such events include but are not limited to earthquake, typhoon, flood, war, interruption of international or domestic traffic, failure of electricity, network, computer, communication or other systems, strike (including internal strike, and labor turmoil), labor dispute, act of government agency, order of any international or domestic court, etc. For the avoidance of doubt, such events do not necessarily constitute a Force Majeure unless they are beyond the control of, and are unavoidable, insurmountable and unresolvable by the Parties hereto.
- 1.3. **“PRC”** means the People’s Republic of China to the exclusion of Taiwan, Hong Kong Special Administrative Region and Macao Special Administrative Region only for the purposes of this Agreement.
- 1.4. **“PaiPai Second-Hand Business”** means a combination of the following business that AHS operates on the JD Platform: (1) Sale of any of the following categories of second-hand goods (including the sale of second-hand proprietary goods and sale of Second-Hand POP Merchants’ goods): mobile and other communication products, complete computer products, photographic and video products, computer accessories, network products, peripheral products, audio-visual entertainment products, office equipment, intelligent equipment, game equipment, fitness equipment, luxury goods, bedroom furniture, living room furniture, study furniture, balcony/outdoor furniture, storage furniture, children’s furniture, office furniture, dining room furniture, large appliance for kitchens and bathrooms, large home appliance, household appliance, small appliance for kitchens, personal healthcare, digital accessories, mobile accessories, and books; (2) Spare Parts Store Business; (3) User resale business; and (4) Recycling of the following categories of second-hand goods: mobile, tablets, laptops, camera lens, SLR cameras, ILDC cameras, digital cameras, video cameras, sports cameras, flash lamps, E-books, UAVs, mobile power supply, electronic dictionaries, CPUs, smart devices, desktops, flashes, assembled computers, video cards, displays, solid-state drives, MP3/MP4, headphones, keyboards, mice, servers, hard drives, ink cartridges, projectors, drums, printers, game consoles, musical instruments, cosmetics, luxury goods, alcohol, clothing, cars and books.

- 1.5. **“Spare Parts Store Business”** means the operation on the JD Platform of such distribution channels as competitive sales, quota system for marketing, Duo Bao Island by now price, home sale and face-to-face sale for selling JD’s proprietary goods for after-sales service (including goods resulting from the 7-day no reason return rule, replacement of parts for after-sales repair, damage to external packing, etc.).
- 1.6. **“JD Platform”** means the JD.com website operated by JD, JD App, JD WeChat Entry Points and Mini Programs, and JD Mobile QQ.
- 1.7. **“JD Platform Rules”** means any regulatory documents posted or otherwise provided on the JD Platform in relation to merchants/operation of stores as updated, adjusted and amended from time to time, including without limitation, seller’s handbook, backstage announcements and help center of the seller, privacy policy, etc.
- 1.8. **“JD APP”** means JD’s mobile application service platform called “JD”.
- 1.9. **“JD WeChat Entry Points and Mini Programs”** means the WeChat entry points and WeChat mini programs (excluding WeChat) of JD operated on the WeChat platform, as updated, adjusted or amended from time to time based on its agreement with TX, including (1) the “Shop” entry point on the “Discover” interface of the current version of WeChat; (2) the “JD Select” entry point under “Payment” tab on the “Me” interface of the current version of WeChat; and (3) the “JD Shop” WeChat mini program (any WeChat entry point or mini-program to expire after June 3, 2019 shall be excluded from its respective date of expiration).
- 1.10. **“JD Mobile QQ”** means any channel of JD operated on the Mobile QQ platform, as updated, adjusted or amended from time to time based on its agreement with TX, including the “JD Shop” channel (any channel to expire after June 3, 2019 shall be excluded from its respective date of expiration).
- 1.11. **“JD Digital Technology”** means JD Digital Technology Holding Co., Ltd. and any Affiliates under its control.
- 1.12. **“JD Logistics”** means JD Logistics, Inc. and any Affiliates under its control.
- 1.13. **“JD Allianz Insurance”** means JD Allianz Property Insurance Co., Ltd.
- 1.14. **“Cooperation Period”** means the period of five (5) year from June 3, 2019 (inclusive) to June 2, 2024 (inclusive).

1.15. “**Second-Hand POP Merchants**” means any third-party stores selling second-hand goods on the JD Platform.

2. **Territory of Business Cooperation**

Except as otherwise expressly provided herein, the territory for the items of cooperation and/or restrictions under this Agreement shall be limited to the PRC.

3. **Main Content of Business Cooperation**

3.1. Entry Point Resources Cooperation. During the Cooperation Period, AHS shall have the right to conduct the PaiPai Business listed in Article 1.4 hereof on the JD Platform. JD undertakes to provide AHS with entry point resources for AHS to conduct such business on the JD Platform during the Cooperation Period. The specific content of cooperation shall be determined by both Parties through negotiation. The Parties further agree that:

3.1.1. After the Effective Date, AHS may by giving 60 days’ prior written notice to JD, replace the “拍拍” logo with its legally owned and registered trademark that does not infringe the rights of any third party to carry on the PaiPai Business set out in Article 1.4 hereof on the JD Platform. The “PaiPai Business” hereunder includes the business set out in Article 1.4 hereof and operated by AHS on the JD Platform upon replacement of the logo.

3.1.2. If AHS intends to engage in the sale and/or recycling of any category of second-hand goods not covered by the “PaiPai Business” under Article 1.4 hereof, the Parties shall agree on the operation mode of such goods through amicable negotiation. Notwithstanding the foregoing, AHS may not conduct on the JD Platform any business other than the “PaiPai Business” listed in Article 1.4 hereof (including the sale and/or recycling of any category of second-hand goods not specified herein) without the prior written consent of JD.

3.1.3. AHS undertakes and warrants to conduct the PaiPai Business and any other business (if any) it operates on the JD Platform in strict conformance with the laws of the PRC and other applicable laws and regulations, specifications and JD Platform Rules.

3.2. Marketing Resources Cooperation. JD undertakes to provide AHS with certain amount of marketing resources each year during the Cooperation Period, and AHS undertakes to purchase certain amount of advertising services from JD during the term of this Agreement, the specific content of which shall be separately determined by the Parties through negotiation.

- 3.3. Commission and Profit-Sharing Arrangement. The Parties agree to share the proceeds of recycling or sale of second-hand goods and the advertising revenue of Second-Hand POP Merchants during the Cooperation Period according to the commission or profit-sharing method. The specific commission or profit-sharing arrangement shall be separately determined by the Parties through negotiation.
- 3.4. Spare Parts Store Business. During the Cooperation Period, AHS shall be responsible for building and operating the marketing channels for Spare Parts Store Business; AHS shall provide the platform service necessary for JD to sell goods in the spare parts store. The specific mode of cooperation and cost-sharing shall be separately determined by the Parties through negotiation. Subject to JD's rights of registered trademark to the Licensed Trademarks, JD agrees to grant AHS, at no cost to AHS, a non-exclusive license in the territory where the trademark rights of the Licensed Trademarks are granted for the duration of AHS's operation of the Spare Parts Store Business pursuant to the terms to be separately determined by the Parties through consultation. For the purposes of this Article 3.4, "**Licensed Trademarks**" refer to the trademarks set out in Table 7 and Table 8 of Schedule E-5 to the Series E Preferred Share Purchase Agreement signed among Party A, Party A's Affiliate JD. Com Development Limited, Party B and other related parties on June 3, 2019.
- 3.5. Collaboration Support. Based on the needs of AHS, JD undertakes to provide AHS with collaboration support services specified in Article 3.5 hereof during the Cooperation Period, and AHS shall pay for such services at the market rate. Meanwhile, for the purpose of providing collaboration support to AHS, JD undertakes to have specially-designated personnel from JD's Retail Subgroup to set up a contact and support mechanism with AHS.
- 3.5.1. The purchases and sales, and technical R&D teams of JD shall provide operation and system research and development support for AHS's operation of the PaiPai Business;
- 3.5.2. JD Logistics shall provide AHS with warehousing and logistics services;
- 3.5.3. JD shall provide AHS with client services and after-sales services.
- 3.6. One-Stop Trade In. The Parties undertake to jointly launch the one-stop trade in business by utilizing AHS's offline stores and door-to-door service system, and to conduct boundless retail business through offline channels. The specific cooperation arrangement, including commission, shall be separately determined by the Parties through negotiation.

- 3.7. JD's Non-Compete Commitments. Without prior consent of AHS during the Cooperation Period, JD undertakes (1) not to engage by itself in the sale (including the sale of second-hand proprietary products and products of Second-Hand POP Merchants) or recycling (by itself or through other recycling merchants) of such categories of second-hand goods as mobile phones, tablets, computers (laptops or desktops), digital cameras (SLR cameras, camera lens, UAVs and smartwatches) and books, or the sale (including the sale of second-hand proprietary products and products of Second-Hand POP Merchants) of large second-hand appliances (such as air-conditioners, TV sets, refrigerators, washing machines, water heaters, range hoods, and gas cookers); (2) not to invest in or hold equity in any rivals of AHS. The specific content of JD's non-competes obligations and the exceptions shall be subject to the provisions of this Agreement for Specific Implementation of Business Cooperation. The Parties agree and acknowledge that JD shall not be liable as a result of this Article 3.7 for any obligations and responsibilities not stipulated in this Agreement for Specific Implementation of Business Cooperation.
- 3.8. Right of Exclusive Operation after the Cooperation Period. JD undertakes to grant AHS the exclusive right to recycle mobile phones and tablets via JD Owned Platform (for the purposes of this Article 3.8, "**JD Owned Platform**" shall mean JDa.com and JDJDAPaiPai of JD only) for a period of one (1) year after the expiration of the Cooperation Period: After a registered user of JD Owned Platform ("**JD End User**") submits an order for recycling of second-hand phones and tablets ("**Recycled Goods**") to the JD Owned Platform, AHS shall have exclusive rights to pick up (through the use of logistics and express delivery services, or on-call collection by AHS) and inspect the Recycled Goods, determine the final recycling price, purchase the Recycled Goods at the final recycling price, and pay the corresponding consideration to the End User. The specific rights and obligations of both Parties shall be determined separately through negotiation.
- 3.9. Transfer of Trademarks. JD assigns and transfers to AHS free of charge all its rights, title and interest in and to certain number of "万物新生" and "新生万物" registered trademarks and applications for registered trademarks (collectively "**Target Trademarks**") held by JD. The transfer of ownership of the Target Trademarks shall take effect upon approval by the Trademark Office of the China National Intellectual Property Administration ("**Trademark Office**"). JD agrees that, prior to approval of the transfer of Target Trademarks by the Trademark Office, JD shall grant to AHS an exclusive and royalty-free license within the scope of the trademark authorization. The specific scope of the Target Trademarks, licensing arrangements of the Parties in respect of the Target Trademarks before the transfer of such trademarks take effect, and other specific terms for transfer of Target Trademarks, shall be agreed upon by the Parties separately.

3.10. Most Favorable Treatment. JD warrants to AHS that, if the Cooperation Period shall be extended in accordance with Article 4.2 hereof, then for any such extended Cooperation Period (for the avoidance of doubt, the extended Cooperation Period shall not include the five (5) years from June 3, 2019 (inclusive) to June 2, 2024 (inclusive)), the collaboration resources provided by JD to AHS for recycling (including One-Stop Trade In) and selling second-hand goods, as well as the commission rate or proportion of profit sharing provided to AHS for such business shall be no less favorable than those provided by JD to any third party entity in which JD directly or indirectly invests, now or in the future, but with which JD does not consolidate its financial statements (“JD Eco-Chain Company”). For greater certainty, if in any event, JD provides any JD Eco-Chain Company with cooperation resources or commission rate that is more favorable than those offered to AHS for the same or similar cooperation hereunder, AHS shall be entitled to such more favorable treatment automatically.

3.11. Cooperation in Other Fields:

3.11.1. Subject to the ability of JD Cloud function to meet the operation needs of AHS, AHS shall migrate all or part of its system modules to JD Cloud. For this purpose, JD will urge JD Digital Technology to charge AHS the most favorable price charged from the same type of clients and to provide service guarantee based on the needs of AHS. The specific terms of cooperation shall be separately agreed upon by the Parties.

3.11.2. AHS undertakes to use, in preference to others, the following services provided by JD or the relevant party below:

3.11.2.1. The financial products of JD Digital Technology, such as payment products, IOU notes, insurance, etc.;

3.11.2.2. The warehousing and logistics service of JD Logistics;

3.11.2.3. JD Allianz insurance (including without limitation, extended warranty service for mobile phones, and other products);

When procuring any financial, warehousing and logistics, or insurance services, AHS shall issue an invitation for purchase to JD or the aforesaid relevant party before or at the same time of providing such invitation to other service providers. AHS shall purchase and use the services of JD or such relevant party provided that the prices and terms of payment provided by JD or such relevant party are no inferior to those provided by a third party.

- 3.11.3. JD's New Products Purchase & Sales Department may recommend third-party recycling merchants to AHS which shall conduct reasonable evaluation of and cooperate with such merchants based on the result of evaluation.
- 3.11.4. Both Parties agree to jointly develop the management and settlement systems to realize systematic management and settlement under the PaiPai Business. Specifically, the development component shall include such modules as cost management, commodity management, order management and after-sales management. JD shall assist AHS in ensuring that the newly developed system is integrated with and compatible with the internal system of JD. The Parties shall separately sign a technical service agreement to agree on the allocation of labor, technical and other costs and expenses necessary for new system development.

4. Effectiveness and Termination of the Agreement

- 4.1. This Agreement shall come into force on the Effective Date after being signed by both Parties. The Parties further acknowledge and agree that this Agreement will be automatically extended for five (5) years upon expiration of the Cooperation Period on June 2, 2024, provided that the specific content of cooperation, the consideration, and other terms and conditions for such extended Cooperation Period shall be subject to negotiation and confirmation by both Parties prior to expiration of the Cooperation Period. The Parties may amend or restate this Agreement based on the new cooperation agreements.
- 4.2. This Agreement may be terminated in advance upon mutual agreement of both Parties during the term hereof.
- 4.3. Upon expiration or early termination of this Agreement in accordance with Article 4.2 hereof or as otherwise agreed by the Parties, the Parties will cease to perform the provisions hereto provided that Articles 4.3, 7, 10, 11 and 12 shall survive such expiration or termination.

5. Intellectual Property Rights and Data

- 5.1. The ownership of any material and information provided by either Party to the other for the purposes of this Agreement, as well as the intellectual property rights therein, shall not be changed as a result of the cooperation hereunder, unless the parties concerned have separately signed an explicit agreement regarding the transfer of such intellectual property rights.

- 5.2. Unless otherwise expressly provided in this agreement, or the parties concerned have separately signed a specific intellectual property license agreement, neither Party may without the prior written consent of the other, use or copy such other Party's patent, trademark, name, logo, business information, technical and other data, domain names, copyright or other intellectual property rights, or apply for registration of intellectual property rights similar to those mentioned above.
- 5.3. The ownership of intellectual property rights derived in the course of business cooperation between the Parties hereto shall be specifically and separately agreed upon by the Parties.
- 5.4. Each Party shall indemnify the other Party for any losses incurred if such Party infringes the intellectual property rights or other lawful rights of the other Party during the cooperation hereunder, or the products, services, and materials provided by such Party infringe the intellectual property rights or other lawful rights of any third party.

6. **Force Majeure**

Neither Party shall be deemed to have committed any breach hereof or be liable for damages arising therefrom if it delays in performing any obligations hereunder due to Force Majeure, provided that such Party endeavors to eliminate the cause of such delay and uses its best efforts to minimize the damage caused by Force Majeure (including but not limited to seeking or use of alternative tools or methods, etc.), and informs the other Party of the facts and possible damage of the Force Majeure within fifteen (15) business days after relevant factors of Force Majeure are eliminated (excluding the day such factors are eliminated). During the period of delay in performance, the Party affected by Force Majeure shall adopt reasonable alternatives or other commercially reasonable means to facilitate the performance of its obligations under this Agreement until the delay is eliminated.

7. **Confidentiality**

- 7.1. The Parties acknowledge and confirm that any oral or written information exchanged between them in connection with this Agreement, this Agreement, and the content hereof are confidential. Both Parties shall keep all such information confidential and, without the prior written consent of the other Party, may not disclose any confidential information to a third party except for: (1) any information that is already known to the public for reasons other than unauthorized disclosure by the Party receiving such information, any of its Affiliates or their respective personnel; (2) any information required to be disclosed by applicable laws, competent government authorities, the stock exchange in charge, or rules or regulations of relevant stock exchange; (3) any information required to be disclosed by either Party to its legal or financial consultant in connection with the cooperation hereunder, provided that such legal or financial consultant shall be subject to confidentiality obligations similar to those provided herein.

7.2. Each Party undertakes to use the confidential information provided by the other Party solely for related matters set forth herein, and to destroy or return such confidential information as required by the other Party upon termination of this Agreement. Any breach of this Article 7 by an Affiliate of either Party, or by any staff member of or institution engaged by such Party or its Affiliate shall be deemed a breach by such Party itself, for which such Party shall be liable in accordance with this Agreement. This provision shall remain in force regardless of the invalidity, rescission or termination of this Agreement for any reason.

8. **Taxes**

Except as otherwise provided herein, the taxes and fees incurred in connection with the execution and performance of this Agreement shall be borne by the Parties respectively in accordance with applicable laws.

9. **Representations and Warranties**

9.1. Each of the Parties hereby represents and warrants to the other Party that:

9.1.1. It is lawfully established and validly existing;

9.1.2. It has the right to enter into this Agreement and its authorized representative is fully authorized to enter into this Agreement on its behalf;

9.1.3. It is not required to file with or give any notice to any governmental agency or to obtain any licenses, permits, consents or other approvals from any governmental agency or any other person in connection with the execution, delivery and performance of this Agreement; and

9.1.4. It has the ability to perform its obligations under this Agreement and the performance of such obligations does not violate its Articles of Association and other organizational documents.

9.2. If any legal document signed by either Party prior to the execution of this Agreement is in conflict with any provision of this Agreement, such Party shall immediately notify the other Party in writing in the principle of good faith and friendship, and the two Parties shall separately negotiate to arrive at a solution. Further, such Party shall be liable to such other Party for breach of contract if any loss is caused to such other Party due to the conflict between the aforementioned prior legal document and this Agreement.

9.3. If either Party finds it necessary to obtain permission, consent or approval from any third party in the performance of its obligations hereunder, such Party shall notify the other Party in writing within thirty (30) days from the date it becomes aware of such matter, and shall use its best efforts to obtain such permission, consent or approval from such third party. If such permission, consent or approval cannot be obtained within a reasonable period of time, such Party shall provide an alternative solution acceptable to the other Party.

10. Notice and Service

10.1. All notices and other communications required or given under this Agreement shall be delivered by personal delivery, registered mail, postage prepaid mail, commercial courier service, or by e-mail or fax to the recipient at its address set forth in Article 10.2 hereof. When not sent in the form of e-mail, a copy of such notice shall also be sent by e-mail. Such notices shall be deemed to have been effectively given on the following dates:

10.1.1. If delivered by personal delivery, courier service registered mail or postage prepaid mail, on the date of receipt or refusal at the address specified for notices;

10.1.2. If sent by facsimile, on the date of successful transmission;

10.1.3. If sent by e-mail, on the date of successful sending (The sending party receives a system message indicating successful delivery and no system message to the effect that the e-mail is not delivered or returned, on the following business day if sent on a non-business day or during non-working hours).

10.2. The addresses of the Parties for notification purposes are as below:

JD:

Address: 21st Floor, Building A, No. 18 Kechuang 11th Street,
Yizhuang Economic and Technological Development Zone,
Daxing District, Beijing

Recipient: ***, legal department of JD Group

E-mail: ***

Zip Code: 101111

With a copy (does not constitute a notice) to:

Address: 18th Floor, Building A, No. 18 Kechuang 11th Street,
Yizhuang Economic and Technological Development Zone,
Daxing District, Beijing

Recipient: ***, Strategic Investment Department of JD Group

E-mail: ***

Zip Code: 101111

AHS:

Address: 12th Floor, Building 6, Chuangzhi Tiandi, No. 433 Songhu Road, Yangpu District, Shanghai

Recipient: ***

E-mail: ***

Zip Code: 200433

10.3. Either Party may at any time give notices to the other Party in accordance with Article 10 hereof to change its address for service of notices.

11. Default Liability

- 11.1. If either Party hereto violates any provisions hereof and causes any losses to the other Party, such Party shall be liable for breach (including compensation) in accordance with the provisions of the Share Purchase Agreement and the Eighth Amended and Restated Shareholders Agreement (hereinafter collectively referred to as the “**Equity Purchase Transaction Documents**”) dated [], 2021 between JD. Com Development Limited (an Affiliate of Party A), Party B and other related parties.
- 11.2. Each of Party A and Party B understands and agrees that it enters into this Agreement on behalf of itself and the Affiliates under its control, and shall be obligated to urge and ensure that such Affiliates under its control abide by and perform this Agreement.
- 11.3. Notwithstanding the foregoing, the Parties agree that the cooperation hereunder shall be based on the principle of ensuring JD’s usual user experience. JD reserves the right to update, adjust and optimize the items of cooperation hereunder and relevant requirements based on adjustment of JD’s internal policies, upgrade of JD’s products and to ensure the user experience of the JD Platform. For the avoidance of doubt, any update, adjustment or optimization of items hereunder due to changes in JD’s internal policies, upgrade of JD’s products or for ensuring the user experience of JD Platform without materially affecting the provisions hereof shall not be deemed a breach of this Agreement.

12. **Governing Law and Dispute Resolution**

- 12.1. The conclusion, validity, interpretation, performance, modification and termination of and resolution of disputes arising from this Agreement shall be governed by the laws of Hong Kong. The conflict of law principle thereunder shall not apply.
- 12.2. Any dispute arising from the interpretation and performance of this Agreement shall first be settled by the Parties through friendly negotiation. If any dispute is not settled within 30 days after either Party sends a written notice to the other Parties requesting a settlement through negotiation, either Party may submit the dispute to the Hong Kong International Arbitration Centre (“**HKIAC**”) for arbitration in accordance with HKIAC Arbitration Rules in effect at the time of submitting the notice of arbitration.
- 12.3. The place of arbitration shall be Hong Kong. The arbitration panel shall consist of three (3) arbitrators. Each of JD and AHS shall have the right to appoint one (1) arbitrator, and the third arbitrator shall be selected by HKIAC. The arbitral award shall be final and binding upon both Parties.
- 12.4. Either Party to the dispute shall be entitled to apply for preliminary injunctive relief or other equitable reliefs to any court of competent jurisdiction during the establishment of the arbitration tribunal.
- 12.5. In the event of any dispute over the interpretation and performance of this Agreement or arbitration of any dispute, both Parties hereto shall continue to exercise their other rights and perform their other obligations under this Agreement except for the matters in dispute.

13. **Miscellaneous**

- 13.1. The Parties agree that as soon as practicable after the Effective Date, they shall use their best efforts to consult in good faith with respect to the content stipulated in Article 3 hereof, reach an agreement on the implementation and operational details of such provisions, and sign the relevant supplementary agreement or ancillary agreement (if applicable).
- 13.2. Any amendment or supplement to this Agreement shall be made in writing. Any modifications and supplements to this Agreement duly signed by both Parties shall form an integral part of this Agreement, and have the same legal effect as this Agreement.
- 13.3. Without the prior written consent of the other Party, neither Party may transfer any of its rights and obligations under this Agreement to any third party, provided that it may designate as needed an appropriate Affiliate to perform relevant items of cooperation.

- 13.4. During the term hereof, neither Party may make any negative comments about the other Party on any public occasion, including but not limited to comments on company image, brand, product design, development, application, operation strategy, and any and all other information related to the company and its products.
- 13.5. This Agreement, upon coming into force, shall constitute the entire agreement and consensus between the Parties hereto regarding the content hereunder, and shall supersede the Business Cooperation Agreement signed by the Parties on June 3, 2019 as of the Effective Date. For the avoidance of doubt, this Agreement will not replace the Agreement for Specific Implementation of Business Cooperation, which shall continue to be valid according to its original terms and provisions. In case of any inconsistency between the Agreement for Specific Implementation of Business Cooperation and this Agreement, the Specific Implementation of Business Cooperation shall prevail. The Parties agree that any reference to the Business Cooperation Agreement of June 3, 2019 in any Agreement for Specific Implementation of Business Cooperation will be replaced by this Agreement.
- 13.6. Any matters related to but are not expressly specified in this Agreement will be resolved in accordance with the relevant provisions of the Equity Purchase Transaction Documents, or settled by both Parties through friendly negotiation if not explicitly stipulated in the Equity Purchase Transaction Documents.
- 13.7. Nothing herein shall constitute any partnership or agency relation between the Parties for any reason. Neither Party shall have the right to bind the other Party, enter into a contract in the name of the other Party, or hold the other Party accountable in any way or for any purpose.
- 13.8. If any provision hereof is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other parts and provisions of this Agreement shall not be affected. The Parties shall negotiate amicably to deal with such provisions in such a principle as to realize the original business intention.
- 13.9. This Agreement is made in four (4) originals, with each Party holding two (2) originals, each of which shall have the same legal effect. The signed PDF copy of this Agreement exchanged via e-mail between and confirmed by the Parties shall be deemed an original and may, by itself, serve as the evidence of the formation and effectiveness of this Agreement.

(The remainder of this page is intentionally left blank)

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

JD.com, Inc.

By: /s/ JD.com, Inc.

Name:

Title:

Signature Page of the Amended and Restated Business Cooperation Agreement

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

AiHuiShou International Co., Ltd.

By: /s/ AiHuiShou International Co., Ltd.

Name:

Title:

Signature Page of the Amended and Restated Business Cooperation Agreement

Principal Subsidiaries of the Registrant**Subsidiary**

AiHuiShou International Company Limited
AHS Device Hong Kong Limited
Shanghai Aihui Trading Co., Ltd.

Place of Incorporation

Hong Kong
Hong Kong
PRC

Consolidated Variable Interest Entity

Shanghai Yueyee Network Information Technology Co., Ltd.
Shenzhen Lvchuang Network Technology Co., Ltd.

Place of Incorporation

PRC
PRC

Subsidiary of Consolidated Variable Interest Entity

Shanghai Yueyi Network Information Technology Co., Ltd.
Changzhou Yueyi Network Information Technology Co., Ltd.

Place of Incorporation

PRC
PRC