

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

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

YXT.COM GROUP HOLDING LIMITED

(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)

7372
(Primary Standard Industrial
Classification Code Number)

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

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(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

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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, 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\$0.0001 per share(1)(2)	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 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, and also includes ordinary shares that are issuable upon the exercise of the underwriters' over-allotment option. These ordinary shares are not being registered for the purpose of sales outside the United States.
- (3) Estimated solely for the purpose of computing the amount of the registration fee pursuant to 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, as amended, or until the registration statement shall become effective on such date as the United States Securities and Exchange Commission, acting pursuant to such Section 8(a), may determine.

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Subject to Completion
Preliminary Prospectus Dated _____, 2021

American Depositary Shares



YXT.COM GROUP HOLDING LIMITED

Representing _____ Ordinary Shares

This is an initial public offering of American depositary shares, or ADSs, representing ordinary shares of YXT.COM GROUP HOLDING LIMITED. We are offering a total of _____ ADSs, each representing _____ of our ordinary shares, par value US\$0.0001 per share. The underwriters may also purchase up to _____ ordinary shares within 30 days to cover over-allotments, if any.

Prior to this offering, there has been no public market for the ADSs. We expect the initial public offering price will be between US\$ _____ and US\$ _____ per ADS. We intend to apply to list the ADSs representing our ordinary shares on the [Nasdaq Global Market] under the symbol “_____.”

Neither the United States Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

We are an “emerging growth company” under the U.S. federal securities laws and will be subject to reduced public company reporting requirements. Investing in our ordinary shares involves risks. See “[Risk Factors](#)” beginning on page 19 of this prospectus.

	<u>Per ADS</u>	<u>Total</u>
Public offering price	US\$ _____	US\$ _____
Underwriting discounts and commissions ⁽¹⁾	US\$ _____	US\$ _____
Proceeds, before expenses, to us	US\$ _____	US\$ _____

(1) For a description of the compensation payable to the underwriters, see “Underwriting.”

The underwriters expect to deliver the ADSs against payment in U.S. dollars in New York, New York on _____, 2021.

MORGAN STANLEY

J.P. MORGAN

The date of this prospectus is _____, 2021.

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We have not authorized anyone to provide any information other than that contained in this prospectus or in any free writing prospectus prepared by or on behalf of us or to which we may have referred you. 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 underwriters have not authorized any other person to provide you with different or additional information. Neither we nor the underwriters are making an offer to sell the ordinary shares in any jurisdiction where the offer or sale is not permitted. This offering is being made in the United States and elsewhere solely on the basis of the information contained in this prospectus. You should assume that the information appearing in this prospectus is accurate only as of the date on the front cover of this prospectus, regardless of the time of delivery of this prospectus or any sale of the ADSs representing our ordinary shares. Our business, financial condition, results of operations and prospects may have changed since the date on the front cover of this prospectus.

Until _____, 2021 (the 25th day after the date of this prospectus), all dealers that buy, sell or trade the 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 and the related notes 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,” “Business,” and information contained in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” before deciding whether to buy the ADSs.

Our Mission

To empower talent development and corporate success with technology.

Our Company

We are a leader and disruptor of the digital corporate learning industry in China, a market with massive rigid-demand and a total size of RMB60.0 billion in 2020, according to Frost & Sullivan. We have innovated a SaaS model that integrates software and content, effectively assisting customers in the digital transformation of corporate learning. According to Frost & Sullivan, we are the largest digital corporate learning solution provider in China in terms of revenue and number of large and medium-sized corporate customers in 2020.

With our software, we help customers efficiently deploy cloud-based learning platforms at scale. We also offer a broad range of high-quality content, covering the entire corporate learning process of our customers. Such content offerings bring additional monetization opportunities and encourage subscription renewals and upsells. Our comprehensive and highly scalable solutions are suitable for various corporate learning scenarios and can be broadly applied among corporate customers across different industries, scales, and development stages.

We develop our software based on the advanced underlying architecture. Our software can be modularized and customized. We help customers rapidly deploy the intelligent learning platform in a plug-and-play manner. Our highly flexible and configurable software products allow our customers to match the use of our software with their specific business needs. Our software is accessible on both mobile and desktop. In addition, users can also access our software on third-party platforms that we collaborate with, such as Tencent WeCom and Ali DingTalk.

We believe that the well-designed learning paths and targeted content with traceable and quantifiable training results are the core of successful corporate learning solutions and the reason why customers choose us. Our advanced and efficient content development system enables us to deliver stackable content with continuous iteration and optimization. Through the combination of in-house development and external collaboration, we have offered over 10,000 courses covering approximately 20 industries, with a total of over 13,000 learning hours, including approximately 2,900 hours of proprietary courses. Being customer-centric and result-oriented, we spot the common needs of various enterprises through our domain expertise and insights, and developed modular, systematic and scenario-based professional content.

Efficient use of technology underpins our success. Leveraging our coverage of 826 premium customers, who are customers with revenues from subscription based corporate learning solutions of over RMB10,000 in the last month of a given period, in approximately 20 industries, we have accumulated powerful domain expertise and insights across different industries and business scenarios, and constructed systematic labels and knowledge maps. Based on our industry insights and extensive experiences, our personalized recommendation engine then designs suitable learning paths for employees based on their positions and required skills. As a result, our solutions are capable of accurately matching personnel, positions, and courses through personalized recommendation. Our solutions embed key functions such as speech recognition, adaptive learning, intelligent

practice partner and AI simulation training, making corporate learning more intelligent and effective. Our powerful domain expertise and insights also fully empower all aspects of customer service and marketing. Through the modeling of customer portraits, market conversion and sales strategy, we have continuously discovered new sales opportunities, expanded corporate customer life cycles and improved marketing efficiency.

We believe focusing on our customers' success leads to our own success. Our digital and configurable solutions as well as satisfying customer services allow us to establish an excellent reputation in the market and accumulate a large, high-quality, loyal and rapidly growing customer base. Our high-quality customer base includes leading players across many large-scale and high-growth industries, on average covering more than six of the top 20 players in electronic vehicles, real estate, healthcare and catering, according to Frost & Sullivan. Most of the remaining top players in such industries have not adopted third-party digital corporate learning solutions, according to Frost & Sullivan. The number of our subscription customers increased from 1,909 in 2019 to 2,346, on a Yunxuetang standalone basis, and 3,003, on a pro forma basis, in 2020. The number of our premium customers increased from 400 in 2019 to 605, on a Yunxuetang standalone basis, and 826, on a pro forma basis, in 2020. Our premium customers have contributed to 62.3% of our subscription revenue in 2019, and 67.2%, on a Yunxuetang standalone basis, and 69.5%, on a pro forma basis, of our subscription revenue in 2020. In 2020, the net revenue retention rate of our premium customers in terms of subscription revenue was 131.9% on a Yunxuetang standalone basis and 115.3% on a pro forma basis. The net revenue retention rate as of the end of given period, or the benchmark date of a given period, is a percentage calculated by using (i) the total subscription revenue for the previous period from a group of customers as of the end of the previous period as the denominator, and (ii) the total subscription revenue for the given period from the same group of customers as the numerator. For more information on our pro forma adjustment, see "Unaudited Pro Forma Condensed Combined Statement of Comprehensive Loss."

We have gained considerable business growth. In 2020, our revenue was RMB235.8 million (US\$36.1 million), representing an increase of 78.0% from RMB132.5 million in 2019. Our recurring subscription based corporate learning solutions revenue increased by 95.3% from RMB99.2 million in 2019, representing 74.9% of our total revenue, to RMB193.7 million (US\$29.7 million) in 2020, representing 82.1% of our total revenue. Our gross profit margin increased from 55.6% in 2019 to 62.7% in 2020. We incurred net loss of RMB184.2 million in 2019 and RMB265.1 million (US\$40.6 million) in 2020, and our adjusted net loss has increased from RMB154.5 million in 2019 to RMB200.1 million (US\$30.7 million) in 2020. Our net cash used in operating activities was RMB127.8 million in 2019 and RMB149.9 million (US\$23.0 million) in 2020.

Industry Background

According to Frost & Sullivan, China's corporate learning market is one of the largest corporate learning markets in the world, with a market size of RMB418.4 billion in 2020. It is expected to grow to RMB839.2 billion in 2025, representing a CAGR of 14.9% from 2020 to 2025.

While the corporate learning market is huge, there are still significant unmet needs that cannot be fully addressed by traditional players. These players face a number of inherent challenges.

- **Poor training effectiveness.** The old-school short-term, spoon-feeding and large-class courses fail to provide continuous and targeted trainings, which leads to low learning efficiency, unsatisfying experience, limited interest, and ultimately poor training effectiveness.
- **Low content quality.** Traditional corporate learning providers do not possess sufficient content resources. Content offered by the traditional providers is unspecialized, untargeted and untimely, which is insufficient for new business scenarios and unable to meet the development needs of enterprises. This is primarily attributable to the lack of sufficient customer base and data capabilities of traditional corporate learning players to understand customers' core development needs.

- **Lack of teaching system and tools.** Traditional corporate learning players lack comprehensive teaching system and tools for assessment, learning, practicing, examining and evaluating, and thus is unable to design targeted learning paths for employees and evaluate their learning results.
- **Non-scalable.** Unlike cloud-based solutions, it is difficult for traditional in-person corporate learning solutions that are not scalable through a large or distributed business to reach all employees. In addition, the traditional corporate learning is highly dependent on high-quality lecturers, which also limits their scalability.
- **High training cost.** Traditional corporate learning is mainly delivered in-person, which burdens corporates with high costs in management, travel, venue, equipment, and lecturers.

The accelerating digital economy and the COVID-19 pandemic have sharply increased the needs for digital corporate learning solutions, which primarily deliver corporate learning content online. According to Frost & Sullivan, the market size of China's digital corporate learning solutions has reached RMB60.0 billion in 2020, and is expected to grow to RMB226.1 billion in 2025, representing a CAGR of 30.4% from 2020 to 2025.

During the paradigm shift, the integrated SaaS business model with the combination of software and content is expected to reshape the corporate learning market and become the mainstream business model for digital corporate learning.

Our Business Model and Solution



Our Strengths

We believe the following competitive strengths are essential for our continued leadership and differentiate us from our competitors:

- Leader in China's digital corporate learning market;
- Innovative business model integrating software and content;
- Advanced technology capabilities;
- Efficient marketing strategy;
- Strong and high-profile customer base; and
- Entrepreneurial and experienced management team.

Our Strategies

The key elements of our growth strategy include the followings, which we believe would empower us to further achieve superior growth and strengthen our market position:

- Expand customer base and further improve marketing efficiency;
- Strengthen business relationships with existing customers;
- Create content ecosystem with strong network effects;
- Continuously invest in technology; and
- Selected strategic cooperation, investment and acquisitions.

Summary of Risk Factors

Investing in the ADSs involves significant risks. You should carefully consider all of the information in this prospectus before making an investment in the ADSs. Below please find a summary of the principal risks and uncertainties we face, organized under relevant headings. These risks are discussed more fully in the section titled "Risk Factors."

Risks Related to Our Business and Industry

- We operate under the new business model of digital corporate learning solutions. Our future business growth and expansion is dependent on the market adoption of our business model as well as the continued development of our solutions and the markets our solutions target.
- We have experienced rapid growth but we may not be able to sustain our revenue growth rate in the future.
- We have incurred net losses and negative cash flows in the past and may incur operating losses in the future.
- If we fail to enhance or upgrade our existing solutions and introduce new ones that are broadly accepted by the market and meet our customers' evolving demands in a timely and cost-effective manner, our business, results of operations and financial condition could be materially and adversely affected.
- Unfavorable industry-specific economic and market conditions, or reductions in corporate learning spending, could limit our ability to grow our business and negatively affect our operating results.
- We operate in a highly competitive market. If we fail to compete effectively, our business, results of operations and financial condition could be materially and adversely affected.

- If we fail to constantly respond to evolving needs of our existing and prospective customers by enhancing the content and functionality of our solutions, our business, results of operations and financial condition could be materially and adversely affected.
- Failure to effectively develop and expand our sales and marketing capabilities could harm our ability to increase our customer base and achieve broader market acceptance of our solutions.
- From time to time, we may become defendants in legal proceedings for which we are unable to assess our exposure and which could become significant liabilities in the event of an adverse judgment, such as the current winding-up proceedings filed by China Europe International Business School (“CEIBS”) against us.
- Complying with evolving privacy, data protection, information security and other data related laws and requirements may be expensive and force us to make adverse changes to our business. Many of these laws and regulations are subject to change and uncertain interpretation, and any failure or perceived failure to comply with these laws and regulations could result in negative publicity, legal proceedings, increased cost of operations, or otherwise harm our business.

Risks Related to Doing Business in China

- The approval, filing or other requirements of the China Securities Regulatory Commission or other PRC government authorities may be required in connection with this offering under PRC law.
- Changes in China’s economic, political or social conditions or government policies could have a material adverse effect on our business and operations.
- Uncertainties with respect to the PRC legal system could adversely affect us.
- The 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 the 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.
- It may be difficult for overseas regulators to conduct investigation or collect evidence within China.

Risks Related to Our Corporate Structure

- The PRC government may find that the contractual arrangements that establish our corporate structure for operating our business do not comply with applicable PRC laws and regulations.
- Any failure by the VIE or its shareholders to perform their obligations under our contractual arrangements with them would have a material adverse effect on our business.
- The shareholders of the VIE may have actual or potential conflicts of interest with us, which may materially and adversely affect our business, financial condition and results of operations.

Risks Related to Corporate Governance

- As an exempted company incorporated in the Cayman Islands, we are permitted to adopt certain home country practices for corporate governance matters that differ significantly from the [Nasdaq] corporate governance listing standards; these practices may afford less protection to shareholders than they would enjoy if we complied fully with the corporate governance listing standards.
- We are a foreign private issuer within the meaning of the rules under the Exchange Act, and as such we are exempt from certain provisions applicable to U.S. domestic public companies.

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

Risks Related to the ADS and this Offering

- An active trading market for our ordinary shares or the ADSs may not develop and the trading price for the ADSs may fluctuate significantly.
- The trading price of the ADSs is likely to be volatile, which could result in substantial losses to investors.
- Techniques employed by short sellers may drive down the market price of the ADSs.

Contractual Arrangements and Corporate Structure

We are a Cayman Islands company and currently conduct substantially all of our business operations in the PRC through Yunxuetang Information Technology (Jiangsu) Co., Ltd. and Fenghe Enterprise Management Consulting (Shanghai) Co., Ltd., our subsidiaries incorporated in the PRC, and our VIEs. Yunxuetang Information Technology (Jiangsu) Co., Ltd. controls Jiangsu Yunxuetang Network Technology Co., Ltd. through a series of contractual arrangements. Fenghe Enterprise Management Consulting (Shanghai) Co., Ltd. controls Shanghai China Europe International Culture Communication Co., Ltd. and Shanghai Fenghe Culture Communication Co., Ltd. through a series of contractual arrangements, respectively. As a result of these contractual arrangements, we have control over, and are the primary beneficiary of, Jiangsu Yunxuetang Network Technology Co., Ltd., Shanghai China Europe International Culture Communication Co., Ltd. and Shanghai Fenghe Culture Communication Co., Ltd.

The following chart illustrates our corporate structure, including our significant subsidiaries as that term is defined under Section 1-02 of Regulation S-X under the Securities Act, our VIEs and certain other subsidiaries, as of the date of this prospectus:

 LOGO

Our Corporate Information

Our principal executive offices are located at Floor 20, Building 2, No. 209, Zhuyuan Road, High-tech District, Suzhou, Jiangsu, 215011, People's Republic of China. Our telephone number at this address is +86 (512) 6689 9881. Our registered office in the Cayman Islands is located at the Office of Sertus Incorporations (Cayman) Limited, Sertus Chambers, Governors Square, Suite # 5-204, 23 Lime Tree Bay Avenue, P.O. Box 2547, Grand Cayman, KYI-1104, Cayman Islands. Our agent for service of process in the United States is located at .

Investors should contact us for any inquiries through the address and telephone number of our principal executive office. Our principal website is www.yxt.com. The information contained on our website is not a part of this prospectus.

Implications of Being an Emerging Growth Company

As a company with less than US\$1.07 billion in revenue for the last fiscal year, we qualify as an “emerging growth company” pursuant to the Jumpstart Our Business Startups Act of 2012 (as amended by the Fixing America's Surface Transportation Act of 2015), or 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. 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 will remain an emerging growth company until the earliest of (i) the last day of our fiscal year during which we have total annual gross revenues of at least US\$1.07 billion; (ii) the last day of our fiscal year following the fifth anniversary of the completion of this offering; (iii) the date on which we have, during the previous three-year period, issued more than US\$1.0 billion in non-convertible debt; or (iv) 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 the ADSs that are held by non-affiliates exceeds 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. We have elected to take advantage of the extended transition period for complying with new or revised accounting standards and acknowledge such election is irrevocable pursuant to Section 107 of the JOBS Act. See “Risk Factors—Risks Related to Corporate Governance—We will incur increased costs as a result of being a public company, particularly after we cease to qualify as an “emerging growth company.”

Conventions which Apply to This Prospectus

Unless we indicate otherwise, all information in this prospectus reflects the following:

- no exercise by the underwriters of their over-allotment option to purchase up to additional ADSs representing ordinary shares from us; and

Except where the context otherwise requires and for purposes of this prospectus only:

- “ADSs” refers to the American depositary shares, each representing ordinary shares;
- “CEIBS PG” refers to CEIBS Publishing Group Limited, a Hong Kong company and its subsidiaries and, in the context of describing its operations and consolidated financial information, its consolidated variable interest entities, or VIEs

- “China” or “PRC” refers to the People’s Republic of China, excluding, for the purpose of this prospectus only, Taiwan, Hong Kong and Macau;
- “Fenghe Consulting” refers to Fenghe Enterprise Management Consulting (Shanghai) Co., Ltd.;
- “large enterprises” refers to enterprises with 1,000 to 10,000 employees;
- “medium-sized enterprises” refers to enterprises with 300 to 1,000 employees;
- “NPS” refers to Net Promoter Score, which ranges from a low of -100 to a high of +100 and measures the willingness of customers to recommend a company’s products or services to other potential customers, and is viewed as a proxy for measuring customers’ loyalty and satisfaction with a company’s product or service;
- “net revenue retention rate” as of the end of a given period, or the benchmark date of a given period, is a percentage calculated by using (i) the total subscription revenue for the previous period from a group of customers as of the end of the previous period as the denominator, and (ii) the total subscription revenue for the given period from the same group of customers as the numerator.
- “ordinary share” refers to our ordinary shares, par value US\$0.0001 per share;
- “our VIEs” refers to Jiangsu Yunxuetang Network Technology Co., Ltd., Shanghai China Europe International Culture Communication Co., Ltd. and Shanghai Fenghe Culture Communication Co., Ltd.;
- “our WFOEs” refers to Yunxuetang Information Technology (Jiangsu) Co., Ltd. and Fenghe Enterprise Management Consulting (Shanghai) Co., Ltd.;
- “PaaS” refers to platform-as-a-service;
- “premium customers” refers to customers with subscription revenues of over RMB10,000 in the last month of a given period;
- “RMB” or “Renminbi” refers to the legal currency of the People’s Republic of China;
- “Shanghai China Europe” refers to Shanghai China Europe International Culture Communication Co., Ltd.;
- “SaaS” refers to software-as-a-service;
- “Shanghai Fenghe” refers to Shanghai Fenghe Culture Communication Co., Ltd.;
- “small enterprises” refers to enterprises with less than 300 employees;
- “subscription customer” refers to customers with subscription revenues;
- “subscription revenue” refers to digital corporate learning solutions revenue derived from the subscription based model, which does not include revenue from on-premise software and offline courses;
- “US\$,” “dollars” or “U.S. dollars” refers to the legal currency of the United States;
- “Yunxuetang,” “we,” “us,” “our company,” and “our” refer to YXT.COM GROUP HOLDING LIMITED, a Cayman Islands company and its subsidiaries and, in the context of describing our operations and consolidated financial information, its consolidated variable interest entities, or VIEs;
- “Yunxuetang Information” refers to Yunxuetang Information Technology (Jiangsu) Co., Ltd.; and
- “Yunxuetang Network” refers to Jiangsu Yunxuetang Network Technology Co., Ltd.

Unless otherwise noted, all translations from Renminbi to U.S. dollars and from U.S. dollars to Renminbi in this prospectus are made at RMB6.5250 to US1.00, the exchange rate set forth in the H.10 statistical release of the Federal Reserve Board on December 31, 2020. 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, the rates stated below, or at all. On July 9, 2021, the noon buying rate for Renminbi was RMB6.4788 to US\$1.00.

This prospectus contains information derived from various public sources and certain information from an industry report commissioned by us and prepared by Frost & Sullivan, a third-party industry research firm, to provide information regarding our industry and market position. Such information involves a number of assumptions and limitations, and you are cautioned not to give undue weight to these estimates. We have not independently verified the accuracy or completeness of the data contained in these industry publications and reports. The industry in which we operate is subject to a high degree of uncertainty and risk due to variety of factors, including those described in the “Risk Factors” section. These and other factors could cause results to differ materially from those expressed in these publications and reports.

THE OFFERING

Offering price range	We currently estimate 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).
The ADSs	<p>Each ADS represents ordinary shares, par value US\$0.0001 per share. The depositary will hold the ordinary shares underlying the ADSs. You will have rights as provided in the deposit agreement.</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 turn in the ADSs to the depositary in exchange for our 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 the 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>
Ordinary shares	<p>We will issue ordinary shares represented by the ADSs in this offering.</p> <p>All options, regardless of grant dates, will entitle holders to the equivalent number of ordinary shares once the vesting and exercising conditions on such share-based compensation awards are met.</p> <p>See “Description of Share Capital.”</p>
Ordinary shares outstanding immediately after this offering	ordinary shares, par value US\$0.0001 per share (or ordinary shares if the underwriters exercise their option to purchase additional ADSs in full).

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Over-allotment option	We have granted the underwriters the right to purchase up to an additional ordinary shares from us within 30 days of the date of this prospectus, to cover over-allotments, if any, in connection with the offering.
Listing	We intend to apply to list the ADSs representing our ordinary shares on the [Nasdaq Global Market, or Nasdaq] under the symbol “ ”.
Use of proceeds	We estimate that the net proceeds to us from the offering will be approximately US\$. We intend to use the net proceeds from the offering for investment in research and development to enhance and expand our solution offerings, investment in technology system and infrastructure to improve our operational efficiency, marketing and brand promotions, strategic investments and acquisitions complementary to our business, and other general corporate purposes and for general corporate purposes. See “Use of Proceeds.”
Lock-up	We[, our directors, executive officers and existing shareholders] have agreed with the underwriters, subject to certain exceptions, not to offer, sell, or dispose of any shares of our share capital or securities convertible into or exchangeable or exercisable for any shares of our share capital during the 180-day period following the date of this prospectus. See “Shares Eligible for Future Sale” and “Underwriting” for more information.
Payment and settlement	The underwriters expect to deliver the ADSs against payment therefor through the facilities of The Depository Trust Company on , 2021.
Depository [Directed share program]	At our request, the underwriters have reserved for sale, at the initial public offering price, up to an aggregate of ADSs offered in this offering to our directors, officers, employees, business associates and related persons.]
Taxation	For Cayman, PRC and U.S. federal income tax considerations with respect to the ownership and disposition of the ADSs, see “Taxation.”
Risk Factors	See “Risk Factors” and other information included in this prospectus for discussions of the risks relating to investing in the ADSs. You should carefully consider these risks before deciding to invest in the ADSs.

Unless otherwise indicated, all information contained in this prospectus assumes no exercise of the option granted to the underwriters to purchase up to additional ordinary shares to cover over-allotments, if any, in connection with the offering.

OUR SUMMARY CONSOLIDATED FINANCIAL DATA AND OPERATING DATA

The following summary consolidated statements of operations for the years ended December 31, 2019 and 2020, summary consolidated balance sheet data as of December 31, 2019 and 2020 and summary consolidated cash flow data for the years ended December 31, 2019 and 2020 have been derived from audited consolidated financial statements included elsewhere in this prospectus. Our consolidated financial statements are prepared and presented in accordance with accounting principles generally accepted in the United States of America, or 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 for the years ended December 31, 2019 and 2020.

	2019		For the Year Ended December 31,					
			2020			Pro Forma(1) Unaudited		
	RMB	%	RMB	Actual US\$	%	RMB	US\$	%
	(in thousands, except for percentages)							
Revenues								
Corporate learning solutions(2)	120,844	91.2	232,256	35,595	98.5	270,576	41,468	97.4
Others	11,641	8.8	3,566	546	1.5	7,246	1,110	2.6
Total revenues	132,485	100	235,822	36,141	100.0	277,822	42,578	100.0
Cost of revenues	(58,819)	(44.4)	(88,029)	(13,491)	(37.3)	(99,184)	(15,201)	(35.7)
Gross profit	73,666	55.6	147,793	22,650	62.7	178,638	27,377	64.3
Operating expenses								
Sales and marketing expenses	(124,751)	(94.2)	(187,043)	(28,666)	(79.3)	(205,644)	(31,516)	(74.0)
Research and development expenses	(64,249)	(48.5)	(109,239)	(16,742)	(46.3)	(118,478)	(18,158)	(42.6)
General and administrative expenses	(41,455)	(31.3)	(67,650)	(10,368)	(28.7)	(78,304)	(12,000)	(28.2)
Total operating expenses	(230,455)	(174.0)	(363,932)	(55,776)	(154.3)	(402,426)	(61,674)	(144.8)
Other operating income	2,087	1.6	2,713	416	1.2	3,682	564	1.3
Loss from operations	(154,702)	(116.8)	(213,426)	(32,710)	(90.5)	(220,106)	(33,733)	(79.2)

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	For the Year Ended December 31,								
	2019			2020					
	RMB	%	Actual			Pro Forma(1) Unaudited			
RMB			US\$	%	RMB	US\$	%		
	(in thousands, except for percentages)								
Interest income/(expense), net	41	—	(261)	(40)	(0.1)	(93)	(14)	—	
Investment income	34	—	1,521	233	0.6	2,498	383	0.9	
Foreign exchange gain/(loss), net	107	0.1	(2,307)	(354)	(1.0)	(2,252)	(345)	(0.8)	
Change in fair value of derivative liabilities	(29,674)	(22.4)	(55,883)	(8,564)	(23.7)	(55,883)	(8,564)	(20.1)	
Loss before income tax expenses	(184,194)	(139.0)	(270,356)	(41,435)	(114.6)	(275,836)	(42,273)	(99.3)	
Income tax benefit	—	—	5,301	812	2.2	6,463	990	2.3	
Net loss	(184,194)	(139.0)	(265,055)	(40,623)	(112.4)	(269,373)	(41,283)	(97.0)	
Foreign currency translation adjustment, net of nil tax	(675)	(0.5)	(15,654)	(2,399)	(6.6)	(15,530)	(2,380)	(5.6)	
Total comprehensive loss	(184,869)	(139.5)	(280,709)	(43,022)	(119.0)	(284,903)	(43,663)	(102.6)	
Less: total comprehensive loss attributable to non-controlling interests shareholders	1,957	1.5	6,705	1,028	2.8	8,432	1,292	3.0	
Total comprehensive loss attributable to YXT.COM Group Holding Limited	(182,912)	(138.0)	(274,004)	(41,994)	(116.2)	(276,471)	(42,371)	(99.6)	
Net loss attributable to ordinary shareholders of YXT.COM Group Holding Limited	(257,077)	(194.0)	(709,122)	(108,679)	(300.7)	(711,713)	(109,075)	(256.2)	
Weighted average number of ordinary shares—Basic and diluted	56,179,775		52,575,154	52,575,154		52,575,154	52,575,154		
Net loss per share attributable to ordinary shareholders of YXT.COM Group Holding Limited	(4.58)		(13.49)	(2.07)		(13.54)	(2.07)		

Note: (1) The consolidated statements of comprehensive loss data for 2020 are adjusted on an unaudited pro forma basis to present the combined historical results of operations of us and CEIBS PG as if the combination had occurred as of January 1, 2020. The unaudited pro forma condensed combined financial information includes the following adjustments related to the combination made to: (i) amortization of intangible assets as a result of measuring acquired assets at fair value and deferred revenue fair value adjustment, (ii) elimination of inter-company transactions, (iii) income

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tax effect of pro forma adjustments based on the statutory tax rates, and (iv) attribution to the non-controlling interests.
(2) Corporate learning solution revenue includes subscription based revenue and non-subscription based revenue.

Unaudited pro forma basic and diluted net loss per share was computed to give effect to the automatic conversion of all issued and outstanding convertible redeemable preferred shares into 105,542,427 ordinary shares immediately prior to the completion of this offering, using the “if converted” method as if the conversion and reclassification had occurred as of the beginning of the year.

The following table presents the reconciliations (i) from net loss per share attributable to ordinary shareholders to pro forma net loss per share attributable to ordinary shareholders, and (ii) from weighted average ordinary shares outstanding to pro forma weighted average ordinary shares outstanding.

	Year ended December 31, 2020
Numerator	
Net loss attributable to ordinary shareholders	(709,122)
Pro forma adjustment for conversion of preferred shares—accretion of convertible redeemable preferred shares	302,811
Pro forma adjustment for conversion of preferred shares—deemed dividend to preferred shareholders due to modifications and re-designation	147,961
Pro forma adjustment for combined effects of 1) change in fair value of derivative liabilities and 2) automatic conversion of these shares	55,883
Numerator for pro forma basic and diluted loss per share	<u>(202,467)</u>
Denominator	
Weighted average number of ordinary shares used in computing net loss per share	52,575,154
Pro forma effect of conversion of preferred shares	105,542,427
Denominator for pro forma basic and diluted loss per share	<u>158,117,581</u>
Pro forma net loss per share, basic and diluted	(1.28)

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

	As of December 31,		
	2019	2020	
	RMB	RMB	US\$
	(in thousands)		
Summary Consolidated Balance Sheet Data:			
Cash and cash equivalents	47,704	195,198	29,915
Short-term investments	—	331,522	50,809
Accounts receivable, net	13,074	24,288	3,722
Prepaid expenses and other current assets	11,340	32,403	4,966
Total current assets	72,118	583,411	89,412
Total assets	91,115	888,114	136,110
Total current liabilities	197,295	416,496	63,833
Total liabilities	213,922	470,976	72,182
Total mezzanine equity	467,812	1,623,787	248,856
Total shareholders' deficit	(590,619)	(1,206,649)	(184,928)
Total liabilities, mezzanine equity and shareholders' deficit	91,115	888,114	136,110

The following table presents our summary consolidated cash flow data for the years ended December 31, 2019 and 2020.

	For the Year Ended December 31,		
	2019	2020	
	RMB	RMB	US\$
	(in thousands)		
Net cash used in operating activities	(127,832)	(149,936)	(22,979)
Net cash used in investing activities	(1,979)	(334,620)	(51,283)
Net cash generated from financing activities	9,000	648,891	99,447
Effect of exchange rate changes on cash and cash equivalents	(675)	(16,841)	(2,581)
Net (decrease)/increase in cash and cash equivalents	(121,486)	147,494	22,604
Cash and cash equivalents at beginning of the year	169,190	47,704	7,311
Cash and cash equivalents at end of the year	47,704	195,198	29,915

Non-GAAP Financial Measures

We also review certain non-GAAP measures, including contribution margin, adjusted net loss, adjusted net loss margin, adjusted EBITDA and adjusted EBITDA margin, to evaluate our business, measure our performance and profitability, identify trends affecting our business, formulate business plans and make strategic decisions. The presentation of these non-GAAP financial measures is not intended to be considered in isolation or as a substitute for the financial information prepared and presented in accordance with U.S. GAAP. We present these non-GAAP financial measures because they are used by our management to evaluate our operating performance and formulate business plans. We also believe that the use of these non-GAAP measures facilitates investors' assessment of our operating performance.

These non-GAAP financial measures are not defined under U.S. GAAP and are not presented in accordance with U.S. GAAP. These non-GAAP financial measures have limitations as analytical tools. One of the key limitations of using these non-GAAP financial measures is that they do not reflect all items of income and expense that affect our operations. Further, these non-GAAP measures may differ from the non-GAAP

information used by other companies, including peer companies, and therefore their comparability may be limited.

Contribution Margin

We define contribution as the revenues less the adjusted cost of revenues and the variable portion of compensation to sales personnel in relations to sales performance. Adjusted cost of revenues excludes from cost of revenues (i) the depreciation and amortization costs, and (ii) the fixed portion of compensation. We define contribution margin as a percentage of contribution bearing to the revenues. Contribution margin demonstrates the profitability that we generate after costs for every incremental sales on average. Accordingly, we believe that contribution margin provides useful information to investors in understanding and evaluating our operating results in the same manner as our management and board of directors.

The following table sets forth the contribution margin of our business for the periods indicated:

	For the Year Ended December 31,					
	2019	2020			Pro Forma⁽¹⁾ Unaudited	
	RMB	Actual		Unaudited		
	RMB	US\$	RMB	US\$		
Revenues	132,485	235,822	36,141	277,822	42,578	
Cost of revenues	(58,819)	(88,029)	(13,491)	(99,184)	(15,201)	
Less: depreciation and amortization costs	(306)	(5,253)	(805)	(5,253)	(805)	
Less: fixed portion of compensation	(18,791)	(32,850)	(5,034)	(33,595)	(5,149)	
Adjusted cost of revenues	(39,722)	(49,926)	(7,652)	(60,336)	(9,247)	
Variable portion of compensation to sales personnel	(23,944)	(38,891)	(5,960)	(42,875)	(6,571)	
Contribution	68,819	147,005	22,529	174,611	26,760	
Contribution margin	51.9%	62.3%	62.3%	62.8%	62.8%	

Notes: (1) The consolidated statements of comprehensive loss data for 2020 are adjusted on an unaudited pro forma basis to present the combined historical results of operations of us and CEIBS PG as if the combination had occurred as of January 1, 2020.

Our contribution margin increased from 51.9% in 2019 to 62.3% in 2020, primarily driven by (i) increased subscription revenues with higher gross margin, (ii) increased portion of self-developed content with higher gross margin, and (iii) our improved operation efficiency and the economies of scale as a result of our continued business growth.

Adjusted Net Loss and Adjusted EBITDA

We define adjusted net loss as net loss excluding amortization of incremental intangible assets resulting from business combination, share-based compensation and change in fair value of derivative liabilities. Adjusted net loss margin represents adjusted net loss as a percentage of total revenues. We define adjusted EBITDA as net loss excluding interest, taxes, depreciation and amortization, share-based compensation and changes in fair value of derivative liabilities. Adjusted EBITDA margin represents adjusted EBITDA as a percentage of total revenues.

We reconcile these non-GAAP financial measures to the nearest U.S. GAAP performance measure, all of which should be considered when evaluating our performance. We encourage you to review our financial information in its entirety and not rely on a single financial measure.

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The following tables reconcile our adjusted net loss, adjusted net loss margin, adjusted EBITDA and adjusted EBITDA margin for the periods indicated, to the most directly comparable financial measure calculated and presented in accordance with U.S. GAAP, which are net loss and net loss margin:

	For the Year Ended December 31,				
	2019	2020			
	RMB	Actual		Pro Forma Unaudited(1)	
	RMB	US\$	RMB	US\$	
	(in thousands)				
Net Loss	(184,194)	(265,055)	(40,623)	(269,373)	(41,283)
Adjustments:					
Amortization of incremental intangible assets resulting from business combination(2)	—	9,120	1,398	18,240	2,795
Share-based compensation	—	—	—	—	—
Change in fair value of derivative liabilities	29,674	55,883	8,564	55,883	8,564
Adjusted net loss	(154,520)	(200,052)	(30,661)	(195,250)	(29,924)
Adjustments:					
Interest income	263	1,347	206	1,515	232
Interest expenses	(222)	(1,608)	(246)	(1,608)	(246)
Income tax expense	—	(5,301)	(812)	(6,463)	(990)
Depreciation and amortization(3)	2,030	4,660	714	5,257	806
Adjusted EBITDA	(152,449)	(200,954)	(30,799)	(196,550)	(30,122)

	For the Year Ended December 31,		
	2019	2020	
		Actual	Pro Forma Unaudited(1)
Net loss margin	(139.0)%	(112.4)%	(97.0)%
Adjusted net loss margin	(116.6)%	(84.8)%	(70.3)%
Adjusted EBITDA margin	(115.1)%	(85.2)%	(70.7)%

Notes: (1) The consolidated statements of comprehensive loss data for 2020 are adjusted on an unaudited pro forma basis to present the combined historical results of operations of us and CEIBS PG as if the combination had occurred as of January 1, 2020. For details, see “Unaudited Pro Forma Condensed Combined Statement of Comprehensive Loss.”

(2) Amortization of incremental value of CEIBS PG’s intangible assets resulting from business combination is allocated as follows:

	For the Year Ended December 31,				
	2019	2020			
	RMB	Actual		Pro Forma Unaudited	
	RMB	US\$	RMB	US\$	
	(in thousands)				
Cost of revenues	—	3,510	538	7,020	1,075
Sales and marketing expenses	—	3,710	569	7,420	1,138
General and administrative expenses	—	1,900	291	3,800	582

(3) Depreciation and amortization excludes amortization of incremental value of CEIBS PG’s intangible assets resulting from business combination.

Key Operating Metrics

We manage our business using the following key operating metrics. We use these metrics to assess the progress of our business, make decisions on where to allocate capital, time and technology investments and assess the near-term and long-term performance of our business.

	For the Year Ended December 31,		
	2019	2020	
	Yunxuetang(1)	Yunxuetang(1)	Pro Forma(2)
Number of subscription customers	1,909	2,346	3,003
Number of premium customers	400	605	826
Net revenue retention rates of premium customers	—	131.9%	115.3%

Notes: (1) The key operating data of Yunxuetang in 2019 and 2020 does not include these of CEIBS PG.

(2) The key operating data for 2020 are adjusted on a pro forma basis to present the combined operations of Yunxuetang and CEIBS PG as if the combination had occurred as of January 1, 2020.

While we continue to grow our customers across all sizes, over time, we focus on growing the number of our premium customers to scale our business. Premium customers refers to customers with monthly recurring revenues of over RMB10,000 in the last month of a given period. Our premium customers have contributed to 62.3% of our subscription revenue in 2019, and 67.2%, on a Yunxuetang standalone basis, and 69.5%, on a pro forma basis, of our subscription revenue in 2020. As a result of our business expansion efforts and increasing demands for our solutions, our premium customers increased from 400 in 2019 to 605, on a Yunxuetang standalone basis, and 826, on a pro forma basis, in 2020.

Our ability to maintain long-term revenue growth is in part dependent on our ability to expand customers' usage of our solutions over time and grow revenue generated from existing customers. An important way for us to track our performance in this area is by measuring net revenue retention rate of our premium customers. In 2020, the net revenue retention rate of our premium customers in terms of subscription revenues was 131.9% on a Yunxuetang standalone basis without consolidation of CEIBS PG, demonstrating our strong ability to continue to expand customers' usage of our solutions over time and grow revenue generated from existing customers. On a pro forma basis, the net revenue retention rate of our premium customers was 115.3%. As we continue to integrate the operations and resources of Yunxuetang and CEIBS PG, develop our "content + software" solutions enrich our content offerings and improve our brand awareness and our existing customers' willingness to repurchase, and renewal will further increase.

RISK FACTORS

An investment in our ADSs involves significant risks. You should consider carefully all 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

We operate under the new business model of digital corporate learning solutions. Our future business growth and expansion is dependent on the market adoption of our business model as well as the continued development of our solutions and the markets our solutions target.

We believe our future success will largely depend on the growth, if any, in the demand for digital corporate learning solutions, particularly enterprise-grade solutions. The widespread adoption of our solutions depends not only on strong demand for new forms of corporate learning, but also for solutions delivered via a SaaS business model in particular. Digital corporate learning is relatively nascent in China, and our target customers may not fully recognize the need for, or the benefits of, our solutions. Moreover, many enterprises have invested substantial technical and financial resources and personnel in the implementation and integration of legacy in-person corporate learning systems and, therefore, may be reluctant or unwilling to incur the switching costs required to migrate to digital corporate learning solutions such as ours. As such, it is difficult to predict customer demand for our solutions, customer adoption and renewal, the rate at which existing customers expand their engagement with our solutions, and the size and growth rate of the market for our solutions. Furthermore, even if businesses want to adopt a digital corporate learning solution, the adoption may take them a long time or they could be delayed due to budget constraints, weakening economic conditions, or other factors. Some businesses may also have long-term contracts with existing vendors and cannot switch in the short term. Therefore, the penetration rate of digitalization in the corporate learning industry may grow slower than we expected. Even if market demand for digital corporate learning solutions generally increases, we cannot assure you that adoption of our solutions will also increase. If the market for digital corporate learning solutions does not grow as we expect or our solutions do not achieve widespread adoption, it could result in reduced customer spending, customer attrition, and decreased revenue, any of which would adversely affect our business and results of operations.

The growth of the addressable markets we target also depends on a number of other risks and uncertainties, including the cost, performance and perceived value associated with digital corporate learning solutions, as well as their ability to address security, stability, and privacy concerns. In order to grow our business and extend our market position, we intend to educate our existing and prospective customers about the benefits of our solutions and continuously enhance and innovate our solutions and features to increase market acceptance. However, if the digital corporate learning solutions fail to develop in a way that satisfies the growing demands of customers, or develop more slowly than we anticipate, it could significantly harm our business. In addition, the corporate learning industry may fail to grow significantly or at all, or there could be a reduction in demand as a result of a lack of public acceptance, technological challenges, competing products and services, decreases in corporate learning spending by current and prospective customers, weakening economic conditions and other causes. The occurrence of any of the foregoing could materially and adversely affect our business, results of operations and financial condition.

We have experienced rapid growth but we may not be able to sustain our revenue growth rate in the future.

We have experienced rapid growth in recent periods. Our total revenues increased by 78.0% from RMB132.5 million in 2019 to RMB235.8 million (US\$36.1 million) in 2020. In future periods, we may not be able to sustain such revenue growth. Further, as we operate in a new and rapidly changing industry, widespread

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acceptance and use of our solutions are critical to our future growth and success. We believe our revenue growth depends on a number of factors, including but not limited to our ability to:

- attract new customers;
- retain our existing customers, expand usage of our solutions, and cross-sell and up-sell to our existing customers;
- provide excellent customer experience;
- introduce and grow adoption of enhancements and new solutions we develop;
- achieve widespread acceptance and use of our solutions;
- adequately expand our sales and marketing force and other sales channels;
- maintain the flexibility, configurability and scalability of our solutions;
- price our solutions effectively so that we are able to attract and retain customers without compromising our profitability;
- successfully compete against established companies and new market entrants;
- increase awareness of our brand; and
- comply with existing and new applicable laws and regulations.

If we are unable to accomplish any of these tasks, we may not be able to maintain the scale or growth of our revenue. We also expect our operating expenses to increase in absolute terms as we grow, and if our revenue growth does not increase to offset these anticipated increases in our operating expenses, our business, results of operations and financial condition could be harmed, and we may not be able to achieve or maintain profitability. We have also encountered in the past, and expect to encounter in the future, risks and uncertainties frequently experienced by growing companies in rapidly evolving industries. If our assumptions regarding our projected growth and the associated risks and uncertainties, which we use to plan and operate our business, are incorrect or change, or if we do not address these risks and uncertainties successfully, our costs may rise, growth rates may slow, and our business would suffer. Further, our rapid growth may make it difficult to evaluate our future prospects.

We have incurred net losses and negative cash flows in the past and may incur operating losses in the future.

We have incurred substantial net losses in the past. In 2019 and 2020, our net loss was RMB184.2 million and RMB265.1 million (US\$40.6 million), respectively, and our operating cash outflow was RMB127.8 million and RMB149.9 million (US\$23.0 million), respectively. Over the past few years, we have spent considerable amounts of time and financial resources to develop new digital corporate learning solutions and enhance or upgrade our existing ones in order to position us favorably for future growth. In addition, we have expended significant resources upfront to market, promote and sell our solutions through various direct and indirect channels, and expect to continue to do so in the future. Our aggressive investments continue to drive our negative cash flows and we expect to continue to invest in business operations, technological improvements, marketing campaigns and domestic and international expansion. Our status as a public company could also incur significant additional accounting, legal and other expenses.

Achieving profitability will require us to increase revenues, manage our cost structure, and avoid significant liabilities. We cannot guarantee, however, that we can achieve any of these goals as we continue to aggressively invest in the aspiration of continued revenue growth. Our failure to generate increased revenues to cover the expected increase in these various expenditures could prevent us from ever achieving profitability or positive cash flows from operating activities.

If we fail to enhance or upgrade our existing solutions and introduce new ones that are broadly accepted by the market and meet our customers' evolving demands in a timely and cost-effective manner, our business, results of operations and financial condition could be materially and adversely affected.

We offer a comprehensive portfolio of digital corporate learning solutions to enterprises of all sizes, from which we generate most of our revenues. Our ability to attract new customers and increase revenues from existing customers depends in part on our ability to enhance and improve our existing solutions and introduce new ones. The success of any enhancement or new solution depends on a number of factors, including timely completion, adequate quality testing, consistent high-performance, market-accepted pricing levels and overall market acceptance. Enhancements and new solutions that we develop may not be introduced in a timely or cost-effective manner, may contain errors or defects, may have interoperability difficulties or may not achieve the broad market acceptance necessary to generate significant revenues. We also have invested, and may continue to invest, in the acquisition of complementary businesses, technologies, services, products and other assets that benefit our innovation and overall business operations. Our investments may not result in enhancements or new solutions that will be accepted by existing or prospective customers. If we are unable to enhance or upgrade our existing solutions to meet the evolving customer requirements or develop new ones in a timely or cost-effective manner, we may not be able to maintain or increase our revenues or recoup our investments, and our business, results of operations and financial condition would be materially and adversely affected.

Unfavorable industry-specific economic and market conditions, or reductions in corporate learning spending, could limit our ability to grow our business and negatively affect our operating results.

Our revenue, results of operations and cash flows depend on the overall demand for our solutions. Concerns about the systemic impact of a potential widespread recession (in China or internationally), geopolitical issues or the availability and cost of credit could lead to increased market volatility, decreased consumer confidence and diminished growth expectations in the Chinese and other key international economies, which in turn could result in reductions in corporate learning spending or IT spending by our existing and prospective customers. Prolonged economic slowdowns may result in customers delaying or canceling enterprising learning projects, choosing to focus on in-house development efforts or seeking to lower their costs by requesting us to renegotiate existing contracts on less advantageous terms or defaulting on payments due on existing contracts or not renewing at the end of existing contract terms. We cannot predict the timing, strength, or duration of any economic slowdown, instability or recovery, generally or within any particular industry. If the economic conditions of the general economy or markets in which we operate worsen from present levels, our business, results of operations and financial condition could be adversely affected.

We operate in a highly competitive market. If we fail to compete effectively, our business, results of operations and financial condition could be materially and adversely affected.

According to Frost & Sullivan, the corporate learning industry in China is rapidly evolving and highly competitive. With the introduction of new market entrants, we expect competition to continue to intensify in the future. The principal competitive factors in our market include training effectiveness, content quality, teaching system and tools, scalability and training cost.

Some of our competitors, including one-stop corporate learning solution providers and online learning content providers, may have greater financial, technological and other resources, greater brand recognitions, larger sales and marketing budgets and larger content portfolios. As a result, certain of our competitors may be able to respond more quickly and effectively than we can to new or evolving opportunities, technologies, standards or customer requirements. In addition, some competitors may offer products or services that address one or a limited number of functions at lower prices, with greater depth than our solutions or in geographies or industry verticals where we do not operate or are less established. Our current and potential competitors may develop and market new solutions with functionality comparable to ours, which could lead to increased pricing pressures. In addition, some of our competitors have lower prices, which may be attractive to certain customers

even if those products or services have different or lesser functionality. Moreover, as we expand the scope of our business, we may face additional competition. If one or more of our competitors were to merge or partner with another of our competitors, the change in the competitive landscape could also adversely affect our ability to compete effectively.

If we are unable to compete effectively or maintain favorable pricing, it could lead to reduced revenues, reduced margins, increased losses or the failure of our solutions to achieve or maintain widespread market acceptance, any of which could materially and adversely affect our business, results of operations and financial condition.

If we fail to constantly respond to evolving needs of our existing and prospective customers by enhancing the content and functionality of our solutions, our business, results of operations and financial condition could be materially and adversely affected.

The demands of corporate learning from our customers are continuously growing and constantly evolving. Our future success will depend on our ability to develop and make available on a timely basis new and improved content and solution features that can address evolving customer needs. Our success in content development depends on our ability to identify the demands of our existing or potential customers with respect to new knowledge and skills, and then develop, either by ourselves or by our content partners, sufficient high-quality course content and related learning materials to address these needs in a timely manner. However, there can be no assurance that we and our content partners may be able to do so successfully. For example, certain courses we and our content partners have developed in the past have received lower than anticipated levels of customer interest. In addition, if we are not able to anticipate our customers' demands and provide relevant content, our lead times for content development may make it difficult for us to rapidly produce the required content. We also believe that many of our customers find us by word-of-mouth and other non-paid referrals from existing customers. If existing customers are dissatisfied with the content in or user experience of our content library, they may stop accessing our content library and may stop referring others to us. Likewise, if existing customers do not find our content helpful or appealing, whether because of a negative experience or declining interest in or relevancy of the content, they may stop referring others to us. If we are unable to retain existing customers and attract new customers, our growth prospects would be harmed and our business could be adversely affected.

With respect to solution features, many of the features we currently offer are relatively new and unproven and we cannot assure you that our existing features and any future features or enhancements that we develop will be successful. The success of any enhancement or new feature depends on several factors, including our understanding of market demand, timely execution, successful introduction, and market acceptance. We may not successfully develop new content and features or enhance our existing solutions to meet customer needs or our new content and features and enhancements may not achieve adequate acceptance in the market. Additionally, we may not sufficiently increase our revenue to offset the upfront content development, research and development, sales and marketing, and other expenses we incur in connection with the development of new courses and solution features and enhancements. Any of the foregoing may adversely affect our business and results of operations.

Failure to effectively develop and expand our sales and marketing capabilities could harm our ability to increase our customer base and achieve broader market acceptance of our solutions.

Our ability to broaden our customer base and achieve broader market acceptance of our solutions depends to a significant extent on the ability of our sales and marketing organizations to work together to drive our sales pipeline and cultivate customer and partner relationships to drive revenue growth. We have invested in and plan to continue expanding our sales and marketing team. Identifying, recruiting, and training sales personnel will require significant time, expense, and attention. Failure to hire, develop, and retain talented sales or marketing personnel, or underperformance of these new sales or marketing personnel or their inability to achieve desired productivity levels in a reasonable period of time could adversely affect our business.

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We also cooperate with our channel partners to distribute our solutions to their customers, with which we do not contract or contract only to a limited extent. We expect these channels to continue to generate a portion of our revenues in the future. Our sustained success requires continued efforts to develop and maintain successful relationships with these channel partners and increasing the portion of sales opportunities that they refer to us. We also plan to dedicate significant resources to sales and marketing programs, including lead generation activities and brand awareness campaigns, such as search engine and email marketing, online banner and video advertising, client events, and webinars. If we are unable to identify, develop and maintain strategic relationship with our existing or new channel partners, or if we fail to select appropriate marketing channels and our sales and marketing programs are not effective, our ability to broaden our customer base and achieve broader market acceptance of our solutions could be harmed.

In addition, the investments we make in our sales and marketing organizations will occur in advance of experiencing benefits from such investments, making it difficult to determine in a timely manner if we are efficiently allocating our resources in these areas. We also need to enhance our ability to cross-sell and up-sell additional features and solutions to existing customers. If our direct sales efforts are not as successful as anticipated, we may incur higher customer acquisition cost and be unable to meet our revenue growth targets.

From time to time, we may become defendants in legal proceedings for which we are unable to assess our exposure and which could become significant liabilities in the event of an adverse judgment, such as the current winding-up proceedings filed by China Europe International Business School (“CEIBS”) against us.

From time to time in the ordinary course of our business, we may become involved in various legal proceedings, including commercial, intellectual property, product liability, employment, class action and other litigation and claims, as well as governmental and other regulatory investigations and proceedings. Such matters, with or without merit, could be time-consuming, divert management’s attention and resources and cause us to incur significant expenses. Furthermore, because litigation is inherently unpredictable, the results of any such actions may have a material adverse effect on our business, reputation, operating results or financial condition.

In June 2020, we acquired control over CEIBS PG and its business, which mainly consists of subscription based corporate learning solutions, by acquiring the entire equity interests in (i) Digital B-School China Limited, holding a 39% equity interest in CEIBS PG, and (ii) CEIBS Management Limited, holding a 21% equity interest in CEIBS PG (collectively, the “Share Transfer”). However, in August 2020, CEIBS, the other shareholder of CEIBS PG holding the remaining 40% equity interest, stated publicly that we had infringed its intellectual property rights and CEIBS was not aware of and did not recognize the associated share purchase of Shanghai China Europe and Shanghai Fenghe by Yunxuetang Network, our VIEs. In January 2021, CEIBS further filed a winding up petition with the High Court of Hong Kong, seeking to wind up CEIBS PG (the “Winding-up Proceedings”). These disputes arose from a series of transaction documents, including a share purchase agreement, entered into among CEIBS and certain then shareholders of CEIBS PG for the establishment of CEIBS PG in May 2007 (collectively, the “Transaction Documents”). As part of the arrangement, CEIBS entered into a quitclaim with CEIBS PG and agreed to relinquish the sole and exclusive rights over certain trademarks to CEIBS PG worldwide (the “Quitclaim”). Furthermore, in November 2020, CEIBS PG brought an arbitration action against CEIBS in the Hong Kong International Arbitration Centre, alleging that CEIBS has breached the Quitclaim and the Transaction Documents entered into among the parties by using “CEIBS” related trademarks, which CEIBS PG has sole and exclusive rights to use.

During the Winding-up Proceedings, CEIBS alleged that the Share Transfer breached the relevant provisions stipulated under the Transaction Documents and that we infringed its intellectual property rights by using “CEIBS” related trademarks, on the basis that, amongst others, (i) the Share Transfer circumvented and was in breach of a right-of-first-offer provision, which requires a shareholder to give notice to other shareholders before it transfers its shares to a transferee who is neither another shareholder or an affiliate of a shareholder; (ii) the Share Transfer has caused a complete and irretrievable breakdown of mutual trust and confidence in the

cooperation of CEIBS PG among the parties; (iii) CEIBS has the right to withdraw the sole and exclusive rights over the trademarks granted to CEIBS PG when there are significant changes to the shareholder structure of CEIBS PG based on the memorandum of understanding agreed among the parties; and (iv) we infringed its intellectual property rights by using “CEIBS” related trademarks outside the agreed scope under the Quitclaim. The first hearing was held in April 2021 and the next one is scheduled in October 2021, both only deciding procedures in the Winding-up Proceedings.

Subject to certain assumptions and qualifications, the transaction counsel on the Share Transfer is of the view that the terms of the transaction documents in relation to our acquisition of CEIBS PG do not violate any applicable laws in Hong Kong, and are not subject to the restrictions or other requirements under the Transaction Documents. Since the Winding-up Proceedings are still at an initial stage, we cannot predict the outcome of any of the above claims. While as advised by our litigation counsel, we believe that the claims made by CEIBS lack merit, in the relatively remote event that CEIBS succeeds in the Winding-up Proceedings, CEIBS PG will be wound up and we will not be able to continue using the “CEIBS” related trademarks under the Quitclaim since CEIBS will in fact regain the intellectual property rights previously relinquished to CEIBS PG. Furthermore, as we have consolidated CEIBS PG in our financial statements after the Share Transfer, CEIBS PG contributed RMB33.9 million (US\$5.2 million) to our revenues and RMB14.2 million (US\$2.2 million) to our total cost of revenues from June 24, 2020, when we acquired CEIBS PG, to December 31, 2020. If CEIBS PG would be wound up, our consolidated financial statements would be materially and adversely effected. In addition, we may be subject to negative publicity, whether actual or perceived, in relation to the legal proceedings, which could harm our reputation, and in turn could have a negative impact on our relationships with customers and our results of operations. Any of the foregoing may have a material adverse effect on our business, operating results or financial condition. For details, see “—We could incur substantial costs in protecting or defending our intellectual property rights, including intellectual properties licensed from third parties, and any failure to protect our intellectual property could adversely affect our business, results of operations and financial condition” and “Business—Legal Proceedings.”

Complying with evolving laws and regulations regarding cybersecurity, information security, privacy and data protection and other related laws and requirements may be expensive and force us to make adverse changes to our business. Many of these laws and regulations are subject to change and uncertain interpretation, and any failure or perceived failure to comply with these laws and regulations could result in negative publicity, legal proceedings, suspension or disruption of operations, increased cost of operations, or otherwise harm our business.

Laws and regulations governing cybersecurity, information security, privacy and data protection, the use of the internet as a commercial medium, the use of data in artificial intelligence and machine learning, and data sovereignty requirements are rapidly evolving, extensive, complex, and include inconsistencies and uncertainties. According to the PRC National Security Law, the State shall establish institutions and mechanisms for national security review and regulation, conduct national security review on certain matters which affect or may affect the national security, such as key technologies and IT products and services. According to the PRC Cybersecurity Law and relevant regulations, network operators, are obligated to take technical and other necessary measures to ensure the security and stable operation of network, maintain the integrity, confidentiality and availability of network data, and furthermore provide assistance and support in accordance with the law for public security and national security authorities to protect national security or assist with criminal investigations. In addition, the PRC Cybersecurity Law provides that personal information and important data collected and generated by operators of critical information infrastructure in the course of their operations in the PRC should be stored in the PRC, and the law imposes heightened regulation and additional security obligations on operators of critical information infrastructure. Furthermore, according to the Cybersecurity Review Measures promulgated by the Cyberspace Administration of China and certain other PRC regulatory authorities in April 2020, which became effective in June 2020, operators of critical information infrastructure must pass a cybersecurity review when purchasing network products and services which do or may affect national security. Due to the lack of further interpretations, the exact scope of “operator of critical information infrastructure” under the Cybersecurity Review Measures remains unclear.

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We primarily offer digital corporate learning solutions to enterprise customers. If we provide or are deemed to provide such network products and services to critical information infrastructure operators, or we are deemed to be a critical information infrastructure operator, we would be required to follow cybersecurity review procedures. During such review, we may be required to suspend providing any existing or new services to our customers and/or experience other disruptions of our operations, and such review could also result in negative publicity with respect to our Company and diversion of our managerial and financial resources. As of the date of this prospectus, we have not been informed by any relevant PRC governmental authorities that our services are deemed to be provided to any critical information infrastructure operators, nor have we been identified as a critical information infrastructure operator by any relevant PRC governmental authorities.

In addition, on July 10, 2021, the Cyberspace Administration of China issued a revised draft of the Cybersecurity Review Measures for public comments, which required that, in addition to “operator of critical information infrastructure”, any “data processor” carrying out data processing activities that affect or may affect national security and any “operator of critical information infrastructure” or “data processor” which has personal information of more than one million users and is going to list abroad should also be subject to the cybersecurity review, and further elaborated the factors to be considered when assessing the national security risks of the relevant activities, including among others, the risk of core data, important data or a large amount of personal information being stolen, leaked, destroyed, and illegally used or exited the country, or the risk of critical information infrastructure, core data, important data or a large amount of personal information being affected, controlled and maliciously used by overseas governments after being listed abroad. When providing services to our customers, we have access to certain data, including certain personal information. As the revised draft Cybersecurity Review Measures have not been adopted and it remains unclear whether the formal version adopted in the future will have any further material changes, we still face uncertainties that the measures may be enacted, interpreted or implemented in ways that will negatively affect us. There can be no assurance that we would be able to complete the applicable cybersecurity review procedures in a timely manner, or at all, if we are required to follow such procedures. Any failure or delay in the completion of the cybersecurity review procedures or any other non-compliance or perceived non-compliance with the PRC Cybersecurity Law or related regulations may prevent us from using or providing certain network products and services, and may result in fines or other penalties such as making certain required rectification, suspending our related business, closing our website or taking down our operations and reputational damages or proceedings or actions against us by PRC regulatory authorities, customers or others, which may have a material adverse effect on our business, operation or financial conditions. See also “—Risks Related to Doing Business in China— The approval, filing or other requirements of the China Securities Regulatory Commission or other PRC government authorities may be required in connection with this offering under PRC law.”

On June 10, 2021, the Standing Committee of the National People’s Congress of China promulgated the PRC Data Security Law, which will take effect in September 2021. The PRC Data Security Law provides for data security and privacy obligations on entities and individuals carrying out data processing activities, introduces a data classification and hierarchical protection system based on the importance of data in economic and social development, as well as the degree of harm it will cause to national security, public interests, or legitimate rights and interests of individuals or organizations when such data is tampered with, destroyed, leaked, or illegally acquired or used, provides for a national security review procedure for those data activities which may affect national security and imposes export restrictions on certain data and information. The PRC Data Security Law provides that “data” refers to any recording of information by electronic or other means. Data processing includes the collection, storage, use, processing, transmission, availability and disclosure of data, etc.

Furthermore, recently, certain PRC regulatory authorities issued Opinions on Strictly Cracking Down on Illegal Securities Activities, which were available to the public on July 6, 2021 and further emphasized to strengthen the cross-board regulatory collaboration, to improve relevant laws and regulations on data security, cross-border data transmission, and confidential information management, and provided that efforts will be made to revise the regulations on strengthening the confidentiality and file management relating to the offering and listing of securities overseas, to implement the responsibility on information security of overseas listed companies, and to strengthen the standardized management of cross-border information provision mechanisms

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and procedures. However, these opinions were newly issued, and there were no further explanations or detailed rules or regulations with respect to such opinions, and there are still uncertainties regarding the interpretation and implementation of these opinions.

These and other similar legal and regulatory developments could lead to legal and economic uncertainty, affect how we design, market and sell solutions, how we operate our business, how our customers process and share data, how we process and use data, and how we transfer personal data from one jurisdiction to another, which could negatively impact demand for our solutions. We may incur substantial costs to comply with such laws and regulations, to meet the demands of our customers relating to their own compliance with applicable laws and regulations, and to establish and maintain internal compliance policies.

Moreover, different regulatory bodies in China, including among others, the MIIT, the Cyberspace Administration of China and the Ministry of Public Security have enforced laws and regulations regarding cybersecurity, information security, privacy and data protection with various standards and applications. We have established rigorous and comprehensive policies and other documentation for the collection, processing, sharing, disclosure authorization and other aspects of data use and privacy and taken necessary measures to comply with all applicable laws and regulations regarding cybersecurity, information security, privacy and data protection. However, we cannot guarantee the effectiveness of these policies and measures undertaken by us, our employees, vendors or other business partners. We may be from time to time required to rectify or further improve our measures regarding cybersecurity, information security, privacy and data protection. Any failure or perceived failure by us to comply with all applicable laws and regulations regarding cybersecurity, information security, privacy and data protection, or any failure or perceived failure of our business partners to do so, or any failure or perceived failure of our employees to comply with our internal control measures, may result in negative publicity and legal proceedings or regulatory actions against us, and could result in fines, revocation of licenses, suspension of relevant operations or other legal or administrative penalties, which may in turn damage our reputation, discourage our current and potential consumers and subject us to fines and damages, which could have a material adverse effect on our business and results of operations. In addition, it is possible that we may become subject to additional or new laws and regulations regarding cybersecurity, information security, privacy and data protection in other jurisdictions if we extend our business outside of the PRC in the future, which may result in additional expenses to us and subject us to potential liability and negative publicity. We expect that these areas will receive greater attention and focus from regulators, and attract continued or greater public scrutiny and attention going forward, which could increase our compliance costs and subject us to heightened risks and challenges regarding cybersecurity, information security, privacy and data protection. If we are unable to manage these risks, we could become subject to penalties, fines, suspension of business and revocation of required licenses, and our reputation and results of operations could be materially and adversely affected.

We may fail to optimize the prices for our solutions or the renewal terms of our subscription agreements, and any adverse trend in pricing or customer renewal rates will impact our revenues and results of operations.

As the markets for our solutions mature, or as new competitors introduce new products or services that compete with ours, we may be unable to attract new customers at the same price or based on the same pricing model as we have used historically. Moreover, certain customers may demand greater price concessions. As a result, we may be required to reduce our prices in the future, which could materially and adversely affect our net revenues, gross margin, profitability, financial position and cash flow.

In addition, our customers have no obligation to renew their subscriptions for our solutions after the expiration of the initial subscription period. Our customers may renew for fewer elements of our solutions or on different pricing terms. We may not accurately predict customer renewal rates. Our customers' renewal rates may decline or fluctuate as a result of a number of factors, including their dissatisfaction with our pricing or our solutions and their ability to continue their operations and spending levels. If our customers do not renew their subscriptions for our solutions on similar pricing terms, our net revenues may decline and our business could suffer. In addition, over time the average term of our contracts could change based on renewal rates or for other reasons.

If we fail to offer high-quality customer support, it could adversely affect our relationships with our current and prospective customers and materially and adversely affect our business, results of operations and financial condition.

Many of our customers depend on our customer support team to assist them in deploying or using our solutions effectively, help them resolve post-deployment issues quickly, and provide ongoing support. If we do not devote sufficient resources or are otherwise unsuccessful in assisting our customers effectively, it could adversely affect our ability to retain existing customers and could prevent prospective customers from adopting our solutions. We may be unable to respond quickly enough to accommodate short-term increases in demand for customer support. We also may be unable to modify the nature, scope and delivery of our customer support to compete with changes in the support services provided by our competitors. Increased demand for customer support, without corresponding revenues, could increase costs and adversely affect our business, results of operations and financial condition. Our business is dependent on our reputation and on positive recommendations from existing customers. Any failure to deliver and maintain high-quality customer support, or a market perception that we do not maintain high-quality customer support, could adversely affect our ability to attract new customers, and therefore our business, results of operations and financial condition.

We could incur substantial costs in protecting or defending our intellectual property rights, including intellectual properties licensed from third parties, and any failure to protect our intellectual property could adversely affect our business, results of operations and financial condition.

We rely on a combination of patent, trademark, copyright, domain name, and trade secret protection laws in China and other jurisdictions, as well as confidentiality procedures and contractual provisions to protect our intellectual properties and brand. Protection of intellectual property rights in China may not be as effective as in other jurisdictions, and, as a result, we may not be able to adequately protect our intellectual property rights, including intellectual properties licensed from third parties, which could adversely affect our business and competitive position. These violations of intellectual property rights, whether or not successfully defended, may also discourage content creation. In addition, any unauthorized use of our intellectual properties by third parties may adversely affect our business and our reputation. Further, we may have difficulty addressing the threats to our business associated with infringement of our copyrighted content. Our content may be potentially subject to unauthorized copying and illegal digital dissemination without an economic return to us. We adopt a variety of measures to mitigate such risks, including by litigation and through technology measures. However, we cannot assure you that such measures will be effective.

In addition, while we typically require our employees, consultants, and contractors who may be involved in the development of intellectual properties to execute agreements assigning such intellectual properties to us, we may be unsuccessful in executing such an agreement with each party who in fact develops intellectual properties that we regard as our own. In addition, such agreements may not be self-executing such that the intellectual properties subject to such agreements may not be assigned to us without additional assignments being executed, and we may fail to obtain such assignments. In addition, such agreements may be breached. Accordingly, we may be forced to bring claims against third parties, or defend claims that they may bring against us related to the ownership of such intellectual properties.

Furthermore, managing or preventing unauthorized use of intellectual properties is difficult and expensive, and we may need to resort to legal proceedings to enforce or defend intellectual properties or to determine the enforceability, scope and validity of our proprietary rights or those of others. In November 2020, our subsidiary CEIBS PG brought an arbitration action against CEIBS in the Hong Kong International Arbitration Centre, alleging that CEIBS has breached the Quitclaim and the Transaction Documents entered into among the parties by using “CEIBS” related trademarks, which CEIBS PG has sole and exclusive rights to use. Such legal proceedings and an adverse determination in any such legal proceedings could result in substantial costs and diversion of resources and management attention. See also “—From time to time, we may become defendants in legal proceedings for which we are unable to assess our exposure and which could become significant liabilities in the event of an adverse judgment” and “Business—Legal Proceedings.”

Our sales cycle can be lengthy and unpredictable and requires considerable time and expense when we seek to serve premium customers, and we may encounter challenges that could cause delays in revenue recognition, which may cause our results of operations to fluctuate significantly. If we fail to collect accounts receivables from our customers in a timely manner, our business, results of operations and financial condition may be materially and adversely affected.

We currently derive a significant portion of our revenues from sales of our solutions to premium customers. Our premium customers have contributed to 62.3% of our subscription revenue in 2019, and 67.2%, on a Yunxuetang standalone basis, and 69.5%, on a pro forma basis, of our subscription revenue in 2020. Premium customers refers to customers with monthly recurring revenues of over RMB10,000 in the last month of a given period. We believe that increasing our sales to these customers is key to our future growth. The length of our sales cycle, which is the time between initial contact with a potential customer and the ultimate sale to that customer, is approximately three months on average and varies upon the size of potential customer and project. Based on our experience, the sales cycle for premium customers, which generally takes less than five months, can be lengthy and unpredictable, especially when we serve them with our project-based solutions. Many of our prospective customers do not have prior experience with digital corporate learning solutions and, therefore, typically spend significant time and resources evaluating our solutions before they purchase from us. Similarly, we typically spend more time and effort determining their requirements and educating these customers about the benefits and uses of our solutions. Large enterprises also tend to demand more customizations, integrations and additional features than their smaller counterparts. As a result, we may be required to divert more sales and research and development resources to large enterprises and will have less personnel available to support other customers, or we will need to hire additional personnel, which would increase our operating expenses. It is often difficult for us to forecast when a potential enterprise sale will close, the size of the customer's initial order and the period over which the implementation will occur, any of which may impact the amount of revenues we recognize or the timing of revenue recognition. Large enterprises may delay their purchases as they assess their budget constraints, negotiate early contract terminations with their existing providers or wait for us to develop new features. Any delay in closing, or failure to close, a large-enterprise sales opportunity in a particular period or year could significantly harm our projected growth rates and cause the amount of new sales we book to vary significantly from period to period. We also may have to delay revenue recognition on some of these transactions until the customer's technical or implementation requirements have been met.

In addition, we have experienced, and may continue to experience, challenges in configuring, integrating and implementing our solutions and providing ongoing support when serving large enterprises. Large enterprises' networks and operational systems are often more complex than those of smaller customers, and the configuration, integration and implementation of our solutions for these customers generally require more efforts as well as participation from the customer's corporate learning team. There can be no assurance that the customer will make available to us the necessary personnel and other resources for a successful configuration. The lack of local resources may prevent us from proper configurations, which can in turn adversely impact the quality of solutions that we deliver over our customers' networks, and/or may result in delays in the implementation of our solutions. This may create a public perception that we are unable to deliver high-quality solutions to our customers, which could harm our reputation and make it more difficult to attract new customers and retain existing customers. Moreover, large enterprises tend to require higher levels of customer support and individual attention, including periodic business reviews and training sessions, which may increase our costs. If a customer is unsatisfied with the quality of solutions and customer support we provide, we may decide to incur costs beyond the scope of our contract with the customer in order to address the situation and protect our reputation, which may in turn reduce or eliminate the profitability of our contract with the customer. In addition, negative publicity related to our customer relationships, regardless of its accuracy, could harm our reputation and make it more difficult for us to compete for new business with current and prospective customers. If we fail to effectively execute the sale, configuration, integration, implementation and ongoing support of our solutions to large enterprises, our results of operations and our overall ability to grow our customer base could be materially and adversely affected.

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We typically extend to our customers payment terms within 60 days after our customers have been billed, resulting in accounts receivables. We had net accounts receivables of RMB13.1 million and RMB24.3 million (US\$3.7 million) as of December 31, 2019 and 2020, respectively. We recorded allowance for doubtful accounts in relation to accounts receivables of RMB0.5 million and RMB0.6 million (US\$0.1 million), respectively, as of December 31, 2019 and 2020.

We are exposed to the risks that our customers may delay or even be unable to pay us in accordance with the payment terms included in our agreements with them. We make a credit assessment of our customers before entering into an agreement with them. Nevertheless, we cannot assure you that we are or will be able to accurately assess the creditworthiness of each customer. In particular, customers that are large enterprises generally have longer payment cycles, which may result in increased accounts receivables. Furthermore, we also serve customers in certain rapidly evolving and competitive industries, some of which have also been highly regulated. Such customers' financial soundness is subject to changes in the industry trend or relevant laws and regulations, which are beyond our control. In particular, we experienced extended payment cycles and delayed collection of accounts receivables as a result of the COVID-19 outbreak. Any change in our customers' business and financial conditions may affect our collection of accounts receivables. Any delay in payment or failed payment may adversely affect our liquidity and cash flows, which in turn may have a material adverse effect on our business, results of operations and financial condition. In addition, as our business continues to scale up, our accounts receivables may continue to grow, which may increase our credit risk exposure.

We may be unable to integrate acquired businesses and technologies successfully or achieve the expected benefits of such acquisitions. We may acquire or invest in companies or technologies in the future, which may divert our management's attention and result in debt or dilution to our shareholders.

We have made acquisitions in recent years, such as CEIBS PG. We may make additional acquisitions in the future. Although we have not experienced any difficulty in integrating acquired businesses, there can be no assurance that we will be able to successfully integrate acquired businesses and, where desired, their business portfolios into ours, to realize the intended benefits in the future. If we fail to successfully integrate acquired businesses or their business portfolios, or if they fail to perform as we anticipate, our existing business and our revenues and results of operations could be adversely affected. If the due diligence of the operations and customer arrangements of acquired businesses performed by us and by third parties on our behalf is inadequate or flawed, or if we later discover unforeseen financial or business liabilities, acquired businesses and their assets may not perform as expected or we may come to realize that our initial investment was too large or unwarranted. Additionally, acquisitions could result in difficulties integrating acquired operations and, where deemed desirable, transitioning overlapping products and services into a single business line, thereby resulting in the diversion of capital and the attention of management and other key personnel away from other business issues and opportunities. We may fail to retain employees acquired through acquisitions, which may negatively impact our integration efforts. Consequently, the failure to integrate acquired businesses effectively may adversely impact our business, results of operations and financial condition.

We may make additional acquisitions or investments or enter into joint ventures or strategic alliances with other companies. Such plans may divert our management's attention and result in debt or dilution to our shareholders.

We provide service level and delivery commitments under our agreements with customers. If we fail to meet these contractual commitments, we could be obligated to provide credits for future service, or face contract termination with refunds of prepaid amounts, which could harm our business and reputation.

Most of our agreements with customers contain service level and delivery commitments. If we are unable to meet the stated service level and delivery commitments, including failure to meet the uptime and other requirements under the agreements, we may be contractually obligated to provide the affected customers with service credits which could significantly affect revenue of the periods in which the uptime or delivery failure

occurs and the credits are applied. We could also face customer terminations, which could significantly affect both our current and future revenue. Any service level or delivery failures could harm our business and reputation.

Real or perceived errors, defects, failures, vulnerabilities, or bugs in our solutions could diminish customer demand, harm our business and results of operations and subject us to liability. If we fail to maintain the compatibility of our solutions across devices, business systems and applications and physical infrastructure that we do not control, it could lead to an increase in integration costs and a decline in user engagement.

We provide digital corporate learning solutions to our customers, and any errors, defects, failures, vulnerabilities, bugs or other performance problems of our solutions could hurt our reputation and may damage our customers' businesses. There can be no assurance that our solutions will not now or in the future contain undetected errors, defects, bugs, or vulnerabilities, which may cause temporary service outages for some customers. Certain errors in our software code may not be discovered until after the code has been released. Any error, defect, bug, or vulnerability discovered in our code after release could result in damage to our reputation, loss of customers, loss of revenues, or liability for damages, any of which could adversely affect our business and financial results. We implement bug fixes and upgrades as part of our regularly scheduled operation maintenance, which may lead to system downtime. Even if we are able to implement the bug fixes and upgrades in a timely manner, any history of defects, or the loss, damage or inadvertent release of confidential customer data, could cause our reputation to be harmed, and customers may elect not to purchase or renew their agreements with us and subject us to warranty claims or other liabilities. The costs associated with any material defect or error in our solutions or other performance problems may be substantial and could materially and adversely affect our results of operations.

Our customers are able to use and manage our solutions on multiple terminals, including PCs and mobile devices such as smartphones and tablets. As new smart devices and operating systems are released, we may encounter difficulties supporting these devices and operating systems, and we may need to devote significant resources to the creation, support, and upgrade of our solutions. If we experience difficulties integrating our solutions into PCs, smartphones, tablets or other devices, our reputation, results of operations and future growth could be materially and adversely affected.

Our solutions can also be used alongside a wide range of business systems, applications and physical infrastructure, including enterprise software systems and business software applications used by our customers in their businesses. If we do not support the continued integration of our solutions with third-party business systems, applications and infrastructure, including through the provision of application programming interfaces that enable data to be transferred readily between our solutions and third-party applications, demand for our solutions could decline, and we could lose sales. We will also be required to make our solutions compatible with new or additional business systems, applications and infrastructure that are introduced into the markets that we serve. We may not be successful in making our solutions compatible with these business systems, applications and infrastructure, which could reduce demand for our solutions.

We could incur substantial costs in protecting or defending our intellectual property rights, including intellectual properties licensed from third parties, and any failure to protect our intellectual property could adversely affect our business, results of operations and financial condition.

We rely on a combination of patent, trademark, copyright, domain name, and trade secret protection laws in China and other jurisdictions, as well as confidentiality procedures and contractual provisions to protect our intellectual properties and brand. Protection of intellectual property rights in China may not be as effective as in other jurisdictions, and, as a result, we may not be able to adequately protect our intellectual property rights, including intellectual properties licensed from third parties, which could adversely affect our business and

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competitive position. These violations of intellectual property rights, whether or not successfully defended, may also discourage content creation. In addition, any unauthorized use of our intellectual properties by third parties may adversely affect our business and our reputation. Further, we may have difficulty addressing the threats to our business associated with infringement of our copyrighted content. Our content may be potentially subject to unauthorized copying and illegal digital dissemination without an economic return to us. We adopt a variety of measures to mitigate such risks, including by litigation and through technology measures. However, we cannot assure you that such measures will be effective.

In addition, while we typically require our employees, consultants, and contractors who may be involved in the development of intellectual properties to execute agreements assigning such intellectual properties to us, we may be unsuccessful in executing such an agreement with each party who in fact develops intellectual properties that we regard as our own. In addition, such agreements may not be self-executing such that the intellectual properties subject to such agreements may not be assigned to us without additional assignments being executed, and we may fail to obtain such assignments. In addition, such agreements may be breached. Accordingly, we may be forced to bring claims against third parties, or defend claims that they may bring against us related to the ownership of such intellectual properties.

Furthermore, managing or preventing unauthorized use of intellectual properties is difficult and expensive, and we may need to resort to legal proceedings to enforce or defend intellectual properties or to determine the enforceability, scope and validity of our proprietary rights or those of others. Such litigation or proceedings and an adverse determination in any such litigation could result in substantial costs and diversion of resources and management attention. See also “—Risks Related to Our Business and Industry—From time to time, we may become defendants in legal proceedings for which we are unable to assess our exposure and which could become significant liabilities in the event of an adverse judgment.”

We may be subject to intellectual property infringement claims or other allegations, which could result in material damage to our reputation and brand image, payment of substantial damages.

We have been and may in the future be subject to intellectual property infringement claims or other allegations by third parties for services we provide or for content displayed on, retrieved from or linked to, recorded, stored or made accessible to our courses, either by us or our content partners, or otherwise distributed to our users and customers, which may materially and adversely affect our business, financial condition and prospects. We have endeavored to ensure that the content in our courses is not in violation of any third party’s intellectual properties but due to the quantities of the courses, we cannot assure you that all of courses that we developed or will develop in the future. Defending these claims is costly and can impose a significant burden on our management and employees, and there can be no assurances that favorable final outcomes will be obtained in all cases. Such claims, even if they do not result in liability, may harm our reputation. Any resulting liability or expenses, or changes required to our solutions to reduce the risk of future liability, may have a material adverse effect on our business, financial condition and prospects.

Security breaches and improper access to or disclosure of our data or our customers’ data or other cyberattacks on our systems could result in litigation and regulatory risk and harm our reputation and our business.

Our business operations involve the storage and transmission of our customers’ proprietary and other sensitive data. While we have security measures in place to protect our customers’ data, our solutions and underlying infrastructure may be materially breached or compromised as a result of the following:

- third-party attempts to fraudulently induce employees or customers into disclosing sensitive information such as user names, passwords or other information to gain access to our customers’ data, our data or our IT systems;
- efforts by individuals or groups of hackers and sophisticated organizations;

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- cyberattacks on our internally built infrastructure;
- vulnerabilities resulting from enhancements and upgrades to our existing solutions;
- vulnerabilities in third-party infrastructure and systems and applications that our solutions operate in conjunction with or are dependent on;
- vulnerabilities existing within newly acquired or integrated technologies and infrastructure;
- attacks on, or vulnerabilities in, the many different underlying networks and services that power the internet that our solutions depend on, most of which are not under our control; and
- employee or contractor errors or intentional acts that compromise our security systems.

These risks are mitigated, to the extent possible, by our ability to maintain and improve business and data governance policies, enhanced processes and internal security controls, including our ability to escalate and respond to known and potential risks. Although we have developed systems and processes designed to protect our customers' proprietary and other sensitive data, we can provide no assurance that such measures will provide absolute security. For example, our ability to mitigate these risks may be affected by the following:

- frequent changes to, and growth in complexity of, the techniques used to breach, obtain unauthorized access to, or sabotage IT systems and infrastructure, which are generally not recognized until launched against a target, possibly resulting in our being unable to anticipate or implement adequate measures to prevent such techniques;
- the continued evolution of our internal IT systems as we early adopt new technologies and new ways of sharing data and communicating internally and with customers, which increases the complexity of our IT systems;
- authorization by our customers to third-party technology providers to access their data, which may lead to our customers' inability to protect their data that is stored on our servers; and
- our limited control over our customers or third-party technology providers, or the transmissions or processing of data by third-party technology providers, which may not allow us to maintain the integrity or security of such transmissions or processing.

In the ordinary course of business, we have been the target of malicious cyberattack attempts such as distributed denial-of-service attacks. Our data, including our course materials, were historically accessed, cracked and downloaded without authorization, and we have rectified our network security measures to better protect data security and privacy. To date, such identified security events have not been material or significant to us, including to our reputation or business operations, or had a material financial impact. We have implemented procedures designed to shield us against potential cyberattacks. However, there can be no assurance that future cyberattacks would not have a material adverse effect on our business operations.

Our business and results of operations may be adversely affected by our failure to maintain and enhance our brand image, by negative publicity and allegations involving us, as well as by third-party misconduct and misuse of our solutions, many of which are beyond our control.

We believe that maintaining and enhancing our brands including “Yunxuetang” and increasing market awareness of our company and solutions play an important role in achieving widespread acceptance as well as strengthening our relationships with existing customers and our ability to attract new customers. The successful promotion of our brands will depend largely on our continued marketing efforts, our ability to continue to offer high-quality solutions, our ability to successfully differentiate our solutions from competing products and services, and our ability to maintain market leadership. If we fail to maintain and enhance our brands, our pricing power may decline relative to competitors and we may lose existing or prospective customers, which could materially and adversely affect our business, results of operations and financial condition.

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We have conducted various online and offline branding and customer acquisition activities. These activities, however, may not be successful or yield increased revenues. The promotion of our brand also requires us to make substantial expenditures, and we anticipate these expenditures to increase as the markets we address become more competitive and as we expand into new markets. To the extent that these marketing activities lead to increased revenues, the additional revenues generated could nevertheless be insufficient to offset the increased expenses we incur.

Our customers may, from time to time, complain about our solutions, such as complaints about the quality of our solutions, our pricing and customer support. If we fail to handle customer complaints effectively, our brand and reputation may suffer, our customers may lose confidence in us, and they may reduce or cease their use of our solutions. In addition, many of our customers post and discuss on social media their experience with internet-based products and services, including ours. Our success depends, in part, on our ability to generate positive customer feedback and minimize negative feedback on social media channels where existing and potential customers seek and share information. If our customers are dissatisfied with any action we take or change we implement in our solutions, their online commentary to this effect could negatively affect our brand and reputation. Complaints or negative publicity about us or our solutions could materially and adversely affect our reputation and ability to attract and retain customers, and as a result, our business, results of operations and financial condition.

In addition, we store, process and transmit a large amount of data in the ordinary course of business, which may be subject to improper disclosure and misappropriation by our employees, business partners and other third parties. As a result, our business may suffer and our brand image, business, results of operations and financial condition may be materially and adversely affected. We are exposed to the risk of other types of employee misconduct, including intentionally failing to comply with government regulations, engaging in unauthorized activities and misrepresentation during marketing activities, which could harm our reputation. It is not always possible to deter third-party misconduct, and the precautions we take to prevent and detect misconduct may not be effective in controlling unknown or unmanaged risks or losses, which could harm our business, results of operations and financial condition.

Negative publicity about us, our products and services, operations and our directors, management, shareholders and business partners may adversely affect our reputation and business.

We may, from time to time, receive negative publicity, including negative internet and blog postings, ratings or comments on social media platforms or through traditional media about our company, our business, our directors and management, our shareholders, our brands, our products and services, our suppliers or other business partners. Certain of such negative publicity may be the result of malicious harassment or unfair competition acts by third parties. We may even be subject to government or regulatory investigation as a result of such third-party conduct and may be required to spend significant time and incur substantial costs to defend ourselves against such third-party conduct, and we may not be able to conclusively refute each of the allegations within a reasonable period of time, or at all.

We depend upon our strong brands and, therefore, could be adversely affected by any failure to maintain, protect and enhance those brands.

In China, we operate our services under the brand “Yunxuetang” (“云学堂”). Our business and financial performance are dependent on the strength and the market perception of our brand and services. A well-recognized brand is critical to strengthening the cooperative relationship with our business partners, facilitating our efforts to monetize our services and enhancing our attractiveness to customers. In order to create and maintain brand awareness and brand loyalty, to retain existing and attract new customers and cooperative content providers, we may need to substantially increase our marketing expenditures. Since we operate in a highly competitive market, brand maintenance and enhancement directly affect our ability to maintain our market position. We must exercise strict quality control of our content to ensure that our brand image is not tarnished by

substandard products or services. We must also find ways to distinguish our content from those of our competitors. If for any reason we are unable to maintain and enhance our brand recognition, or if we incur excessive expenses in this effort, our business, results of operations and prospects may be materially and adversely affected.

Any catastrophe, including natural disasters, public health crises, political crises, or other extraordinary events, could have a negative impact on our business operations.

We are vulnerable to natural disasters and other calamities. Fire, floods, typhoons, earthquakes, power loss, telecommunications failures, wars, riots, terrorist attacks or similar events could cause severe disruption to our daily operations, and may even require a temporary closure of our facilities. Our business could also be adversely affected by the effects of Ebola virus diseases, H1N1 flu, H7N9 flu, avian flu, Severe Acute Respiratory Syndrome (SARS), 2019 Coronavirus Disease (COVID-19) or other epidemics. Our business operation could be disrupted if any of our employees or contracted workers are suspected of having any of the aforementioned epidemics or another contagious disease or condition, since it could require our employees and contracted workers to be quarantined or our offices to be disinfected. In addition, our business, financial condition, results of operations and prospects could be materially and adversely affected to the extent that any of these epidemics harms the Chinese economy and the business operations of our customers and business partners in general.

For example, an outbreak of respiratory illness caused by the COVID-19 has and is continuing to spread rapidly throughout the world since December 2019. On January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak a “Public Health Emergency of International Concern (PHEIC)”. Government efforts to contain the spread of COVID-19 through city lockdowns or “stay-at-home” orders, widespread business closures, restrictions on travel and emergency quarantines, among others, have caused significant and unprecedented disruptions to the global economy and normal business operations across sectors and countries. We experienced an increase in demand for our solutions following the COVID-19 outbreak due to the government-mandated quarantine measures which have resulted in many businesses requiring their employees to work from home and conduct corporate learning via digital solutions. Additionally, in connection with the COVID-19 pandemic, our suppliers and partners may be unable to fulfill their obligations to us in a timely manner or at all. Further, to the extent our customers’ operations have been and continue to be negatively impacted, they may delay payments to us, request payment or other concessions, elect not to renew their agreements with us in a timely manner or at all, or reduce their spending level on our solutions. Also, as a result of the COVID-19 outbreak, the Chinese economy is subject to the risk of a general slowdown, all of which would have a material adverse effect on our results of operations and financial condition in the near term. Moreover, if the outbreak persists or escalates, we may be subject to further negative impact on our business operations. Our business has been and we expect will continue to be adversely impacted by the effects of the ongoing COVID-19 pandemic, which has and could continue to cause disruption in the operations of our customers and the suppliers, partners, and other third-parties upon whom we rely.

The extent of the effect of COVID-19, or any future health crisis, on our operational and financial performance, and on our relationships with suppliers, partners, and customers, will depend on future developments, including the duration, spread and intensity of the pandemic, the effect of approved vaccines, and the speed and extent to which they are distributed and taken, all of which are uncertain and difficult to predict considering the rapidly evolving landscape. As a result, it is not currently possible to ascertain the overall impact of COVID-19 on our business. If the pandemic continues to persist as a severe worldwide health crisis, the pandemic could have a material adverse effect on our business, results of operations, financial condition, and cash flows. For further details on the impact of COVID-19 outbreak on our business, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Impact of COVID-19”.

We depend largely on the continued services and hiring of our senior management, core technical personnel and qualified staff. Our inability to retain their services could adversely affect our business, results of operations and financial condition.

Our future success heavily depends upon the continuing services of our senior management and other key employees. In particular, we rely on the expertise, experience and vision of Mr. Xiaoyan Lu, our founder and chairman of board of directors, and Mr. Teng Zu, our director and chief executive officer, Mr. Yazhou Wu, our chief technology officer and head of strategy and development, as well as other members of our senior management team. We also rely on the technical know-how and skills of our core research and development personnel. If any of our senior management or core technical personnel becomes unable or unwilling to continue to contribute their services to us, we may not be able to replace them easily or at all. As a result, our business may be severely disrupted, our results of operations and financial condition may be materially and adversely affected, and we may incur additional expenses to recruit, train and retain key employees.

Our existing operations and future growth require a sizeable and qualified workforce. The effective operation of our solutions depends in part on our professional employees. We also rely on experienced personnel for our business aspects of technology, solution design, content development and sales and marketing to anticipate and effectively respond to the changing customer preferences and market trends. However, our industry is characterized by high demand and intense competition for talents. In order to attract and retain talents, we may need to offer higher compensation, better trainings, more attractive career trajectories and other benefits to our employees, which may be costly and burdensome. We cannot assure you that we will be able to attract or retain qualified workforce necessary to support our future growth. We may fail to manage our relationship with our employees, and any disputes between us and our employees, or any labor-related regulatory or legal proceedings may divert managerial and financial resources, negatively impact staff morale, reduce our productivity, or harm our reputation and future recruiting efforts. In addition, as our business has grown rapidly, our ability to train and integrate new employees into our operations may not meet the increasing demands of our business. Any of the above issues related to our workforce may materially and adversely affect our results of operations and future growth.

Our growth depends in part on the success of our relationships with third-party service providers. If we are unable to expand our relationships with existing third-party content partners, develop new partners, or maintain sufficient high-quality content from partners, our business, results of operations and financial condition may be adversely affected.

We anticipate that the growth of our business will continue to depend on third-party relationships, including relationships with our suppliers, vendors and content partners.

We currently use third-party or related service providers to provide services that are critical to our businesses. We have worked with third-party content partners to deliver a broad portfolio of content within our content library, and have engaged third-party or related service providers to provide cloud infrastructure service. For example, if any of these service providers breaches its obligations under the contractual arrangements to provide such service to us, or refuses to renew these service agreements on terms acceptable to us, we may not be able to find a suitable alternative service provider. Similarly, any failure of or significant quality deterioration in such service provider's service platform or system could materially and adversely affect our business operation. If any such risks were to materialize, our reputation, business, financial condition, and results of operations could be materially and adversely affected.

Further, our competitors may effectively incentivize third-party content partners to favor our competitors' products or services, which could diminish our prospects for collaborations with third-parties and reduce subscriptions to our solutions. In addition, our content providers may not perform as expected under our agreements and we may in the future have disagreements or disputes with such partners. If any such disagreements or disputes cause us to lose access to content from a particular partner, or lead us to experience a

significant disruption in the supply of content from a current partner, especially a single-source partner, they could have an adverse effect on our business and operating results.

We depend on cloud infrastructure operated by limited third party providers, and any disruption of or interference with our use of such third-party services would adversely affect our business, results of operations and financial condition.

We cooperate with third-party cloud service providers to host our learning solutions. We are, therefore, vulnerable to problems experienced by these providers. We expect to experience interruptions, delays or outages with respect to our third-party cloud infrastructure in the future due to a variety of factors, including infrastructure changes, human, hardware or software errors, hosting disruptions and capacity constraints. Such issues could arise from a number of causes such as technical failures, natural disasters, fraud or security attacks. The level of service provided by these providers, or regular or prolonged interruptions in that service, could also affect the use of and our customers' satisfaction with our solutions and could harm our business and reputation. In addition, hosting costs will increase as our customer base grows, which could harm our business if we are unable to grow our revenues sufficiently to offset such increase.

Furthermore, our providers have broad discretion to change and interpret the terms of service and other policies with respect to us, and those actions may be unfavorable to our business operations. Our providers may also take actions beyond our control that could seriously harm our business, including discontinuing or limiting our access to one or more services, increasing pricing terms, terminating or seeking to terminate our contractual relationship altogether, or altering how we are able to process data in a way that is unfavorable or costly to us. Although we expect that we could obtain similar services from other third parties, if our arrangements with our current providers were terminated, we could experience interruptions in our ability to make our solutions available to customers, as well as delays and additional expenses in arranging for alternative cloud infrastructure services. As a result, we may incur additional costs, fail to attract or retain customers, or be subject to potential liability, any of which could have an adverse effect on our business, results of operations and financial condition.

Our physical infrastructure which supports our ability to offer our solutions is concentrated in a few facilities. any disruptions or system failures in these facilities could adversely affect our ability to offer reliable learning solutions.

Our physical infrastructure is subject to various points of failure. Problems with servers, routers, switches, cooling equipment, generators, uninterruptible power supply or other equipment, whether or not within our control, could result in service interruptions for our customers as well as equipment damages. Because our solutions leveraging cloud infrastructure do not require geographic proximity of our physical infrastructure to our customers, they are consolidated into a few facilities. Any failure or downtime in one of such facilities could affect a significant percentage of our customers. The total destruction or severe impairment of any of our facilities could result in significant downtime of our solutions and the loss of customer data. Because our ability to attract and retain customers depends on our ability to provide customers with highly reliable solutions, even minor interruptions could harm our reputation. Additionally, in connection with the expansion or consolidation of our existing facilities from time to time, there is an increased risk that service interruptions may occur as a result of server relocation or other unforeseen construction-related issues.

We have taken and continue to take steps to improve our infrastructure to prevent business interruptions, including on-going maintenance and upgrade. However, business interruptions continue to be a significant risk for us and could have a material adverse impact on our business. Any future interruptions could:

- cause our customers to seek damages for losses incurred;
- require us to replace existing equipment or add redundant facilities;
- affect our reputation as a reliable provider of digital corporate learning solutions;

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- cause existing customers to cancel or elect to not renew their contracts; or
- make it more difficult for us to attract new customers.

Any of these events could materially increase our expenses or reduce our revenues, which would have a material adverse effect on our results of operations.

We may be required to transfer our servers to new facilities if we are unable to renew our leases on acceptable terms, or at all, or the owners of the facilities decide to close their facilities or refuse to enter into lease agreements with us, and we may incur significant costs and possible service interruption in connection with doing so. In addition, any financial difficulties, such as bankruptcy or foreclosure, faced by our third-party facility operators, or any of the service providers with which we or they contract, may have negative effects on our business, the nature and extent of which are difficult to predict.

We may have insufficient transmission bandwidth, which could result in disruptions to our solutions and loss of revenue.

Our operations are dependent in part upon transmission bandwidth provided by third-party network or cloud providers. There can be no assurance that we are adequately prepared for unexpected increases in bandwidth demands by our customers. Enterprises are increasingly inclined to adopt digital corporate learning solutions, especially as a result of rising demand for remote corporate learning caused by the COVID-19 outbreak, and we may experience spikes in usage from time to time. Although we believe we are able to scale our network infrastructure in response, if we fail to cost-effectively maintain and expand our network infrastructure, due to the further spread or any resurgence of the COVID-19 outbreak or any other factors that are out of our control, our business and operations could be severely disrupted, and our results of operations and financial condition could be adversely affected.

The bandwidth we have contracted to purchase may become unavailable for a variety of reasons, including service outages, payment disputes, network providers going out of business, natural disasters, pandemics, networks imposing traffic limits, or governments adopting regulations that impact network operations. We also may be unable to move quickly enough to augment capacity to reflect growing traffic or security demands. Failure to put in place the capacity we require could result in a reduction in, or disruption of, service to our customers, require us to issue credits and ultimately result in a loss of those customers. Such a failure could also result in our inability to acquire new customers demanding capacity not available.

For some of our solutions, we recognize revenues over the subscription term, and thus downturns or upturns in new sales and renewals are not immediately reflected in full in our results of operations.

We offer our digital corporate learning solutions on a subscription basis, and we recognize the related revenues on a straight-line basis over the subscription period beginning on the date our solutions are made available to our customers. As a result, a portion of the revenues we report each period are the recognition of revenues generated from subscriptions entered into during previous periods. Consequently, a decline in new or renewed subscriptions in any single period may negatively affect our revenues in that period and future periods. Accordingly, the effect of significant downturns in sales and potential changes in our pricing policies or rate of customer expansion or retention may not be fully reflected in our results of operations until future periods.

The nature of our business requires the application of complex revenue and expense recognition rules, and any significant changes in current rules could affect our financial statements and results of operations.

The accounting rules and regulations that we must comply with are complex and subject to interpretation by the Financial Accounting Standards Board, or the FASB, the Securities and Exchange Commission, or the SEC,

and various bodies formed to promulgate and interpret appropriate accounting principles. Recent actions and public comments from the FASB and the SEC have focused on the integrity of financial reporting and internal controls over financial reporting. In addition, many companies' accounting policies and practices are being subject to heightened scrutiny by regulators and the public. Further, the accounting rules and regulations are continually changing in ways that could materially impact our financial statements. For example, issued in May 2014 and codified in ASC Topic 606, the FASB issued Accounting Standards Update No. 2014-09, Revenue from Contracts with Customers (Topic 606), as amended. For public business entities, the standard is effective for annual reporting periods beginning after December 15, 2017, including interim periods within that reporting period. We have elected to use the extended transition period available to emerging growth companies under the Jumpstart our Business Startups Act of 2012, or JOBS Act, and we have adopted the standard since the fiscal year ended December 31, 2019. We cannot predict the impact of future changes to accounting principles or our accounting policies on our financial statements going forward, which could have a significant effect on our reported financial results, and could affect the reporting of transactions completed before the announcement of the change. In addition, if we were to change our critical accounting estimates, including those related to the recognition of revenue, our results of operations could be significantly affected.

If our judgments or estimates relating to our critical accounting policies are based on assumptions that change or prove to be incorrect, our results of operations could fall below expectations of securities analysts and investors, resulting in a decline in the price of the ADSs.

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in our consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as discussed in the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus, the results of which form the basis for making judgments about the carrying values of assets, liabilities, equity, revenue, and expenses that are not readily apparent from other sources. Our results of operations may be adversely affected if our assumptions change or if actual circumstances differ from those in our assumptions, which could cause our results of operations to fall below our publicly announced guidance or the expectations of securities analysts and investors, resulting in a decline in the market price of the ADSs.

We outsource certain non-core software development activities to third parties. Any failures by outsourcing service providers to meet our standards may adversely affect our business, reputation and relationship with customers.

While we independently developed all the core features of and technologies underlying our digital corporate learning solutions, we outsource certain non-core software development activities in relation to our cloud-based solutions to third parties in order to enhance productivity and reduce labor costs. Typically, we enter into agreements with these third-party outsourced service providers on a project basis, pursuant to which they deliver software according to our specifications. We may experience operational difficulties because of our outsourcing service providers, including their failure to comply with software specifications, reduced capacity, insufficient quality control and failure to meet deadlines. As a result, we may fail to deliver our learning solutions to the satisfaction of our customers and in a timely manner, which may adversely affect our reputation and relationship with customers. In addition, if one or more of our outsourcing service providers experience business interruptions or are otherwise unable or unwilling to fulfill their agreements with us, we may suffer delays and additional expenses in arranging for alternative service providers meeting our requirements, and our business, results of operations and financial condition may be adversely affected.

Certain software we use leverages open source codes, which, under certain circumstances, may lead to unintended consequences and, therefore, could materially adversely affect our business, results of operations and financial condition.

Our solutions incorporate open source software, and we expect to continue to incorporate open source software in the future. Few of the licenses applicable to open source software have been interpreted by courts, and there is a risk that these licenses could be construed in a manner that could impose unanticipated conditions or restrictions on our ability to commercialize our solutions. Moreover, although we have implemented policies to regulate the use and incorporation of open source software into our solutions, we cannot be certain that we have not incorporated open source software in a manner that is inconsistent with such policies. If we fail to comply with open source licenses, we may be subject to certain requirements, including requirements that we offer our solutions that incorporate the open source software for no cost, that we make available source code for modifications or derivative works we create based upon, incorporating or using the open source software and that we license such modifications or derivative works under the terms of applicable open source licenses. If an author or other third party that distributes such open source software were to allege that we had not complied with the conditions of one or more of these licenses, we could be required to incur significant legal expenses defending against such allegations and could be subject to significant damages, enjoined from generating revenues from customers using solutions that contained the open source software and required to comply with onerous conditions or restrictions on these solutions. In any of these events, we and our customers could be required to seek licenses from third parties in order to continue offering our solutions and to re-engineer or even discontinue offering our solutions in the event re-engineering cannot be accomplished on a timely basis. Any of the foregoing could require us to devote additional research and development resources, which could result in customer dissatisfaction and may adversely affect our business, results of operations and financial condition.

We may not receive significant revenue as a result of our current product development efforts.

We have invested, and intend to continue to invest, significantly in product development. Our investment in our current product development efforts may not provide a sufficient, timely return. We make and will continue to make significant investments in software development and related product opportunities. Investments in new technology and processes are inherently speculative. Commercial success depends on many factors including the degree of innovation of the products developed through our research and development efforts, sufficient support from our strategic partners, and effective distribution and marketing. Accelerated product introductions and short product life cycles require high levels of expenditures for product development. These expenditures may materially adversely affect our operating results if they are not offset by revenue increases. We believe that we must continue to dedicate a significant amount of resources to our product development efforts in order to maintain our competitive position. However, significant revenue from new product and service investments may not be achieved for a number of years, if at all. Moreover, new products and services may not be profitable.

Impairments of goodwill and intangible assets could reduce our earnings.

We review our goodwill and amortizable intangible assets for impairment annually or when events or changes in circumstances indicate the carrying value may not be recoverable. Changes in economic or operating conditions impacting our estimates and assumptions could result in the impairment of our goodwill or other assets. In the event that we determine our goodwill or other assets are impaired, we may be required to record a significant charge to earnings in our financial statements that could have a material adverse effect on our business, financial condition and results of operations.

Issues in the use of artificial intelligence by us may result in reputational harm or liability.

Our solutions use AI, and we expect to continue building AI into our solutions in the future. We envision a future in which AI operates within our digital corporate learning solutions to offer an efficient and effective corporate learning experience for our customers. As with many disruptive innovations, AI presents risks and

challenges that could affect its adoption, and therefore our business. AI algorithms may be flawed. Datasets may be insufficient or contain biased information. Inappropriate or controversial data practices by us or others could impair the acceptance, utility and effectiveness of AI solutions. These deficiencies could undermine the decisions, predictions, or analysis AI applications produce, subjecting us to competitive harm, legal liability, and brand or reputational harm. Some AI scenarios present ethical issues. If we enable or offer AI solutions that are controversial because of their impact on human rights, privacy, employment, equity, accessibility or other social issues, we may experience brand or reputational harm.

Mergers or other strategic transactions involving our competitors or customers could weaken our competitive position, which could harm our results of operations.

Some of our competitors may enter into new alliances with each other or may establish or strengthen cooperative relationships with third-party service providers or other parties, thereby limiting our ability to promote our solutions. Any such consolidation, acquisition, alliance or cooperative relationship could lead to pricing pressure and our loss of market share and could result in a competitor with greater financial, technical, marketing, service and other resources, all of which could have a material adverse effect on our business, results of operations and financial condition.

Consolidation within our existing and target markets as a result of mergers or other strategic transactions may also create uncertainty among customers as they realign their businesses and impact new sales and renewal rates. For example, mergers or strategic transactions by potential or existing customers may cause the subscription of our solutions to be discontinued, which could have a material adverse effect on our business, results of operations and financial condition.

We may need additional capital, and we may be unable to obtain such capital in a timely manner or on acceptable terms, or at all.

We may require additional capital beyond those generated by our initial public offering from time to time to grow our business, including to better serve our customers, develop new features and solutions, improve our operating and technology infrastructure or conduct acquisition of complementary businesses and technologies. Accordingly, we may need to sell additional equity or debt securities or obtain a credit facility. Future issuances of equity or equity-linked securities could significantly dilute our existing shareholders, and any new equity securities we issue could have rights, preferences and privileges superior to those of holders of the ADSs. For example, we may issue equity securities as consideration in acquisition transactions. Such issuances will be dilutive to our then existing shareholders, and more so if the equity securities are issued at such negotiated prices lower than the investment consideration paid by our then existing shareholders. The incurrence of debt financing would result in increased debt service obligations and could result in operating and financing covenants that would restrict our operations or our ability to pay dividends to our shareholders.

Our ability to obtain additional capital is subject to a variety of uncertainties, including:

- our market position and competitiveness in China's corporate learning industry;
- our future profitability, overall financial condition, results of operations and cash flows;
- general market conditions for capital raising activities in China and globally; and
- economic, political and other conditions in China and globally.

We may be unable to obtain additional capital in a timely manner or on acceptable terms or at all, and our financing may also be subject to regulatory requirements. If we are unable to obtain adequate financing on terms satisfactory to us when we require it in the future, our ability to continue to support our business growth could be significantly impaired, and our business and prospects could be adversely affected.

The estimates of market opportunity, forecasts of market growth and description of competitive landscape included in this prospectus may prove to be inaccurate, and any real or perceived inaccuracies may harm our reputation and negatively affect our business. Even if the market in which we compete achieves the forecasted growth, our business could fail to grow at similar rates, if at all.

Market opportunity estimates and growth forecasts included in this prospectus are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. The variables that go into the calculation of our market opportunity are subject to change over time, and there is no guarantee that any particular number or percentage of addressable companies or markets covered by our market opportunity estimates will deploy our solutions at all or generate any particular level of revenue for us. Even if the market in which we compete meets the size estimates and growth forecasted in this prospectus, our business could fail to grow for a variety of reasons, including reasons outside of our control, such as competition in our industry.

Our management team has limited experience managing a public company.

Most members of our management team have limited or no experience managing a publicly-traded company, interacting with public company investors, and complying with the increasingly complex laws pertaining to public companies. Our management team may not successfully or efficiently manage our transition to being a public company that is subject to significant regulatory oversight and reporting obligations under applicable securities laws and the continuous scrutiny of securities analysts and investors. These new obligations and constituents will require significant attention from our senior management and could divert their attention away from the day-to-day management of our business, which could harm our business, financial condition, and results of operations.

Our business is subject to extensive and evolving regulations governing the industry. If we fail to obtain and maintain required licenses and permits, we could face government enforcement actions, fines and possibly restrictions on our ability to operate or offer certain of our solutions.

The corporate learning industry in China is subject to extensive regulation. Related laws and regulations are evolving, and their interpretation and enforcement involve significant uncertainties. Our VIEs have obtained certain VAT Licenses, Internet Culture Business Operating License, Publication Operation Licenses, Permits for Production and Operation of Radio and TV Programs for our business operations in the PRC. These licenses are essential to the operation of our business and are generally subject to regular government review or renewal. As of the date of this prospectus, we have not updated certain registration information of a VAT License for Shanghai Fenghe, and Shanghai China Europe has not obtained a VAT License.

We may be deemed to provide certain services or conduct certain activities and thus be subject to certain licenses, approvals, permits, registrations and filings due to the lack of official interpretations of certain terms under internet related PRC regulations and laws. For example, our production and distribution of course materials and audio-visual content may also be deemed as providing radio and TV programs, and thus we may be required to obtain the Permit for Production and Operation of Radio and TV Programs. Also, due to the ambiguity of the definition of “online publishing service,” the online distribution of content, including our course materials, through our mobile apps and websites, as well as providing digital excerpts of the works consistent with the content of physical publications through our online magazine website, may be regarded as an “online publishing service” and therefore we may be required to obtain an Online Publishing License. In addition, we deliver certain courses in live-streaming format on our mobile apps which the relevant authorities may regard as a live-streaming platform and may thus require us to make necessary filings as a live-streaming platform. We currently have not obtained any of the above licenses nor have we made any such filings.

As of the date of this prospectus, our VIEs have not been subject to any legal or regulatory sanction for failure to obtain, renew or update such licenses. However, we cannot assure you that the PRC government authorities will not take a different view or will not require us to obtain any additional licenses, approvals,

permits, registrations and filings in the future, and we cannot assure you that our VIEs can successfully obtain or maintain required licenses and permits in a timely manner or at all, and we may be subject to fines, confiscation of income and discontinuation of or restrictions on certain of our operations in China as a result. Moreover, if we fail to renew or update any of our current licenses and permits in a timely manner and on commercially reasonable terms or at all, our business, results of operations and financial condition could be materially and adversely affected.

We may be required to obtain additional licenses and permits as the interpretation and enforcement of the current PRC laws and regulations are evolving and new laws and regulations may continue to be promulgated or as we expand our solution offerings and business operations. If our operations are no longer in compliance with existing or new laws and regulations, or if we fail to obtain any license required under such laws and regulations, we could be subject to various penalties, including fines and discontinuation of or restrictions on our operations in China, which could materially and adversely affect our business, results of operations and financial condition.

We may face risks and uncertainties with respect to the licensing requirement for online audio-visual programs.

According to relevant PRC laws and regulations, no entities or individuals may provide internet audio-visual program services, which includes making and editing of audio-visual programs concerning educational content and broadcasting such content to the general public online, without a License for Online Transmission of Audio-Visual Programs issued by the State Administration of Press, Publication, Radio, Film and Television, or the SAPPRFT (currently known as National Radio and Television Administration), or its local bureaus or completing the relevant registration procedures with SAPPRFT or its local bureaus. And only state-owned or state-controlled entities are eligible to apply for a License for Online Transmission of Audio-Visual Programs. See “Regulation—Regulation Relating to Online Transmission of Audio-Visual Programs.” However, there are still significant uncertainties relating to the interpretation and implementation of the Administrative Provisions on Internet Audio-Visual Program Service, or the Audio-Visual Program Provisions, in particular, the scope of “internet audio-visual programs”.

Provisional Implementation of the Tentative Categories of Internet Audio-Visual Program Services promulgated by the SAPPRFT, or the Categories, describe “internet audio-visual program services” in a very broad, vague manner and are unclear as to whether the contents we offer or are available on our systems fall into the definition of “internet audio-visual programs.” The PRC government may find that our activities mentioned above or any other content offered on our mobile apps fall within the definition of “internet audio-visual programs” and thus are subject to the licensing requirement for internet audio-visual programs. We currently do not hold a License for Online Transmission of Audio-Visual Programs. If the PRC government determines that our content should be considered as “internet audio-visual programs” for the purpose of the Audio-Visual Program Provisions, we may be required to obtain a License for Online Transmission of Audio-Visual Programs. We are, however, not eligible to apply for such license since we are not a state-owned or state-controlled entity. If this were to occur, we may be subject to penalties, fines, legal sanctions or an order to suspend the provision of our relevant content.

The discontinuation of any of the preferential tax treatments available to us in china could materially and adversely affect our results of operations and financial condition. We may not be able to utilize a significant portion of our net operating loss or research tax credit carryforwards, which could adversely affect our potential profitability.

Under PRC tax laws and regulations, enterprises are generally subject to enterprise income tax at the statutory rate of 25%, and revenues from digital corporate learning solutions are generally subject to value-added tax at the rates of 6% and 9%. Preferential tax treatments are available to certain enterprises, industries and regions. For example, certain of our affiliated entities were recognized as “high and new technology enterprises”, or HNTEs, and were entitled to a preferential enterprise income tax rate of 15%. The HNTE status must be

reapplied every three years. During the three-year period, HNTEs must conduct a self-review each year to ensure they meet the HNTE criteria. Certain of our affiliated entities are in the process of renewing the HNTE certificates for another three years. In addition, if the value-added taxes we actually paid for the sales of our qualified proprietary software exceed an amount equivalent to 3% of our revenues from such software, we are eligible to receive a refund of the excessive amount. However, if PRC government changes its tax policy of supporting new technology and software development, or if we cease to be eligible for any of these preferential tax treatments, we must pay tax at the standard rates, which would adversely affect our profitability.

We face certain risks relating to the real properties that we lease.

Under PRC law, all property lease agreements are required to be registered with the local land and real estate administration bureau. Although failure to do so does not in itself invalidate the leases, the lessees may not be able to defend these leases against bona fide third parties and may also be exposed to potential fines if they 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. As of the date of this prospectus, 54 of the lease agreements for our leased properties in China have not been registered with the relevant PRC government authorities, and the maximum potential penalties in this regard is RMB540,000. As of the date of this prospectus, we have not been subject to any administrative fines or sanctions in this regard, nor have we received any rectification orders. However, there can be no assurance that relevant authorities will not in future implement measures to request us to register our leases. 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.

In addition, some of our premises are leased for the sole purpose of registration with the relevant market regulation government and as a result, certain PRC operating entities' addresses of their premises for their daily operation are different from the registered addresses. For other premises leased as offices for the local sale and marketing as well as provision of services, we failed to register entities, either in the legal form of subsidiaries or branches, in the cities or towns where such premises are located accordingly. Therefore, there is a risk that such PRC operating entities may be subject to fines, the order to cease operation and confiscation of income.

As of the date of this prospectus, the lessors of certain of our leased properties in China failed to provide us with valid property ownership certificates or authorizations from the property owners for the lessors to sublease the properties. There is a risk that such lessors may not have the relevant property ownership certificates or the right to lease or sublease such properties to us, in which case the relevant lease agreements may be deemed invalid and we may be forced to vacate these properties, which could interrupt our business operations and cause us to incur relocation costs. Moreover, if third parties challenge our lease agreements, it could result in a diversion of managerial attention and cause us to incur costs associated with defending such actions, even if such challenges are ultimately determined in our favor.

Failure to make adequate contributions to social insurance and housing provident fund as required by PRC regulations may subject us to penalties.

In accordance with PRC Social Insurance Law and Regulations on the Administration of Housing Fund and other relevant laws and regulations, an employer is required to pay basic pension insurance, basic medical insurance, work-related injury insurance, unemployment insurance, maternity insurance and housing provident fund, or the Employee Benefits, for its employees in accordance with the rates provided under relevant regulations and withhold the Employee Benefits that should be assumed by the employees.

We have not made sufficient contribution of the Employee Benefits for some employees, and certain PRC operating entities have made contribution of the Employee Benefits through certain third party payment agent. We may be subject to late fees and fines for our insufficient contributions to the Employee Benefits and for our contributions through certain third party payment agent. Pursuant to relevant PRC laws and regulations, the

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under-contribution of social insurance within a prescribed period may subject us to a daily overdue charge of 0.05% of the delayed payment amount. If this payment is not made within the stipulated period, the competent authority may further impose a fine of one to three times of the overdue amount on us. As of the date of this prospectus, we have not received any notice from the relevant government authorities or any claim or request from these employees in this regard. However, we cannot assure you that the relevant government authorities will not require us to pay the outstanding amount and impose late fees or fines on us, in which case our business, results of operations and financial condition may be adversely affected.

We may be held liable for the information and content displayed on, retrieved from or linked to our websites or posted by us on third-party platforms, which could have a material and adverse effect on our business, financial condition and results of operations.

The PRC government has adopted laws and regulations governing the distribution of information over the internet. Given the broad scope of these laws and regulations and the uncertainties regarding their interpretation, there can be no assurance that all the information and content displayed on, retrieved from or linked to our websites or posted by us on third-party platforms comply or will comply with the requirements of these laws and regulations at all times. Under applicable PRC laws and regulations, the marketing of our services on our websites or third-party platforms may be deemed as internet advertisement, which may subject us to legal or regulatory liabilities. If we were found to violate laws or regulations governing the information and content displayed on, retrieved from or linked to our websites or posted by us on other platforms, we may be subject to fines and penalties and may be required to remove the non-compliant content from our websites or refrain from distributing the non-compliant content on third-party platforms, which may materially and adversely affect our reputation, business and results of operations.

Moreover, we may also be sued by private parties for defamation, copyright or trademark infringement, invasion of privacy, personal injury or under other legal theories relating to the information or content that we create or distribute. We could incur significant costs in investigating and defending such claims, even if we are ultimately not held liable. If any of these events occurs, we could incur significant expenses and our revenues could be adversely affected.

If we fail to implement and maintain an effective system of internal control over financial reporting, we could be unable to timely and accurately report our results of operations, meet our reporting obligations or prevent fraud, and investor confidence and the market price of the ADSs may be materially and adversely affected.

Prior to this offering, we have been a private company with limited accounting and financial reporting personnel and other resources with which we address our internal control over financial reporting. In the course of auditing our consolidated financial statements as of and for the years ended December 31, 2019 and 2020, we and our independent registered public accounting firm identified the following material weaknesses 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 a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company’s annual or interim consolidated financial statements will not be prevented or detected on a timely basis.

The material weaknesses identified relate to:

- lack of sufficient competent financial reporting and accounting personnel with appropriate knowledge of U.S. GAAP and financial reporting requirements set forth by the SEC to address complex U.S. GAAP technical accounting issues and to prepare and review consolidated financial statements, including disclosure notes, in accordance with U.S. GAAP and financial reporting requirements set forth by the SEC; and

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- lack of formal and effective financial closing policies and procedures, specifically those related to period-end expenses cut-off and accruals.

The material weaknesses, if not remediated timely, may lead to material misstatements in our consolidated financial statements in the future. Prior to preparing for this offering, neither we nor our independent registered public accounting firm had undertaken a comprehensive assessment of our internal control for purposes of identifying and reporting material weaknesses 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 material weaknesses may have been identified.

To remediate our identified material weaknesses, we plan to undertake steps to strengthen our internal control over financial reporting, including: (i) hiring additional qualified resources equipped with relevant U.S. GAAP and SEC reporting experience and qualifications to strengthen the financial reporting function and to set up a financial and system control framework, (ii) implementing regular and continuous U.S. GAAP accounting and financial reporting training programs for accounting and financial reporting personnel, (iii) establishing clear roles and responsibilities for accounting and financial reporting staff to address complex accounting issues and to prepare and review consolidated financial statements and related disclosures under U.S. GAAP and SEC reporting requirements, and (iv) enhancing our financial closing and reporting policies and procedures, and business process level internal controls relevant to complex accounting issues to ensure that they are properly accounted for in accordance with U.S. GAAP. In 2021 to date, we have hired additional accounting and financial reporting staff and have been building a team to improve our internal control system. In addition, we are in the process of establishing an audit committee. We intend to implement these remedial measures by the end of 2022.

The implementation of these measures, however, may not fully remediate the material weaknesses identified in our internal control over financial reporting, and we cannot conclude that they have been fully remediated. Our failure to remediate the material weaknesses or our failure to discover and address any other material weaknesses or 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.

Upon completion of this offering, we will become subject to the Sarbanes-Oxley Act of 2002. Section 404 of the Sarbanes-Oxley Act, or Section 404, will require 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 second annual report on Form 20-F after becoming a public company. In addition, once we cease to be an “emerging growth company” as such term is defined in the JOBS Act, our independent registered public accounting firm may need to attest to and report on the effectiveness of our internal control over financial reporting. Moreover, even if our management concludes that our internal control over financial reporting is effective, our independent registered public accounting firm, after conducting its own independent testing, may issue a report that is adverse 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, after we 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 material weaknesses and deficiencies in our internal control over financial reporting. If we fail to maintain the adequacy of our internal control over financial reporting, 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, 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.

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As a result, our businesses, financial condition, results of operations and prospects, as well as the trading price of our 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 are subject to anti-corruption, anti-bribery, anti-money laundering, financial and economic sanctions and similar laws, and noncompliance with such laws can subject us to administrative, civil and criminal fines and penalties, collateral consequences, remedial measures and legal expenses, all of which could adversely affect our business, results of operations, financial condition and reputation.

We are subject to anti-corruption, anti-bribery, anti-money laundering, financial and economic sanctions and similar laws and regulations in various jurisdictions in which we conduct our business or sell our solutions, including the PRC anti-corruption laws and regulations, the U.S. Foreign Corrupt Practices Act, or FCPA, and other anti-corruption laws and regulations. The FCPA prohibit us and our officers, directors, employees and business partners acting on our behalf, including agents, from corruptly offering, promising, authorizing or providing anything of value to a “foreign official” for the purposes of influencing official decisions or obtaining or retaining business or otherwise obtaining favorable treatment. The FCPA also requires companies to make and keep books, records and accounts that accurately reflect transactions and dispositions of assets and to maintain a system of adequate internal accounting controls. The PRC anticorruption laws and regulations prohibit bribery to government agencies, state or government owned or controlled enterprises or entities, to government officials or officials that work for state or government owned enterprises or entities, as well as bribery to non-government entities or individuals. There is uncertainty in connection with the implementation of PRC anti-corruption laws and regulations. A violation of these laws or regulations could adversely affect our business, results of operations, financial condition and reputation.

We have direct or indirect interactions with officials and employees of China’s government agencies and state-owned enterprises in the ordinary course of business. These interactions subject us to an increased level of compliance-related concerns. We have implemented policies and procedures designed to ensure compliance by us and our directors, officers, employees, representatives, consultants, agents and business partners with applicable anti-corruption, anti-bribery, anti-money laundering, financial and economic sanctions and similar laws and regulations. However, our policies and procedures may not be sufficient, and our directors, officers, employees, representatives, consultants, agents, and business partners could engage in improper conduct for which we may be held responsible.

Non-compliance with anti-corruption, anti-bribery, anti-money laundering or financial and economic sanctions laws could subject us to whistleblower complaints, adverse media coverage, investigations, and severe administrative, civil and criminal sanctions, collateral consequences, remedial measures and legal expenses, all of which could materially and adversely affect our business, results of operations, financial condition and reputation. In addition, changes in economic sanctions laws in the future could adversely impact our business and investments in the ADSs.

We intend to expand internationally in the future, which could expose us to geopolitical and regulatory risks, as well as subject us to challenges generated from the different customer needs and operational process.

As part of our business strategies, we intend to expand our internationally in the future through leveraging our success and leadership in China. Our international expansion is subject to many risks and uncertainties, including but are not limited to:

- exposure to international, regional and local economic and political conditions;

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- compliance with applicable foreign laws and regulations, including but not limited to laws and regulations related to labor, social insurance, taxation, foreign exchange controls, intellectual property protection rules and data privacy requirements;
- failure to address customers' localized corporate learning needs;
- failure to compete effectively with local corporate learning solution providers;
- failure to adapt our solution offerings to local laws and regulations, particularly these that are related to labor, social insurance and taxation;
- the lack of market recognition of our brand name in new markets;
- control of foreign exchange and fluctuations in foreign exchange rates;
- restrictions or requirements relating to foreign investment;
- challenges in effectively managing overseas operations from our headquarters and establishing overseas IT systems and infrastructure; and
- challenges in selecting suitable geographical regions for global expansion.

As a result, we may not be successful in expanding our business beyond our current services or geographic locations or be able to continue or effectively manage our international expansion. In addition, our international expansion may exert pressure on our operating results in the near term, and our international expansion may not be at the pace as we intended or generate returns as we originally expected.

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

We maintain various insurance policies to safeguard against risks and unexpected events. In addition to providing social security insurance for our employees as required by PRC law, we also provide accident injury supplemental commercial medical insurance for our employees. We do not maintain business interruption insurance, nor do we maintain product liability insurance or key-man life 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.

Risks Related to Doing Business in China

The approval, filing or other requirements of the China Securities Regulatory Commission or other PRC government authorities may be required in connection with this offering under PRC law.

The M&A Rules purport to require offshore special purpose vehicles that are controlled by PRC companies or individuals and that have been formed for the purpose of seeking a public listing on an overseas stock exchange through acquisitions of PRC domestic companies or assets to obtain CSRC approval prior to publicly listing their securities on an overseas stock exchange. The interpretation and application of the regulations remain unclear. If CSRC approval under the M&A Rules 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 legal counsel, Global Law Office has advised us that, based on its understanding of the current PRC laws and regulations, we will not be required to submit an application to the CSRC for the approval of this offering and the listing and trading of our ADSs on the [Nasdaq] under the M&A Rules because (i) the CSRC currently has not issued any definitive rule or interpretation of the M&A Rules concerning whether offerings like ours under this prospectus are subject to this regulation; (ii) we established the wholly foreign-owned enterprises,

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or the WFOEs, by means of direct investment and not through a merger or acquisition of the equity or assets of a “PRC domestic company” as such term is defined under the M&A Rules; and (iii) no provision in the M&A Rules classifies the contractual arrangements under the VIE Agreements as a type of acquisition transaction falling under the M&A Rules.

However, our PRC legal 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 our PRC legal counsel.

Furthermore, the recently issued Opinions on Strictly Cracking Down on Illegal Securities Activities emphasized the need to strengthen the administration over illegal securities activities and the supervision on overseas listings by China-based companies, and proposed to take effective measures, such as promoting the construction of relevant regulatory systems to deal with the risks and incidents faced by China-based overseas-listed companies, and provided that the special provisions of the State Council on overseas offering and listing by those companies limited by shares will be revised and therefore the duties of domestic industry competent authorities and regulatory agencies will be clarified. As these opinions were newly issued and there are no further explanations or detailed rules and regulations with respect to such opinions, there are still uncertainties regarding the interpretation and implementation of such opinions. And new rules or regulations promulgated in future could impose additional requirements on us. For example, it was reported that the CSRC may issue new rules requiring China-based companies to seek approval before going public outside of China, including in the US. In addition, on July 10, 2021, the Cyberspace Administration of China issued a revised draft of the Cybersecurity Review Measures for public comments, according to which, among others, an “operator of critical information infrastructure” or a “data processor”, who has personal information of more than one million users and is going to list abroad, must report to the relevant cybersecurity review office for a cybersecurity review. As such revised draft Cybersecurity Review Measures have not been adopted and it remains unclear whether the formal version adopted in the future will have any further material changes, it is uncertain how the measures will be enacted, interpreted or implemented and how they will affect us.

As advised by our PRC legal counsel, we believe that we may not be identified as an operator “possessing the personal information of more than one million users” under the draft of the Cybersecurity Review on the following basis: (i) we directly provide solutions to enterprise customers instead of individuals; (ii) the individuals data received by us typically only includes individuals’ names and positions at work, and the other data of individuals (such as individuals’ ID numbers, telephone numbers and face recognitions) are either collected by our enterprise customers, or collected by us at our customers’ request and with sufficient authorization from the individual users; and (iii) the number of individual users that we have such other data as mentioned in (ii) above is significantly below one million. However, if the CSRC or other relevant PRC regulatory agencies subsequently determine that prior CSRC approval is required, we may face regulatory actions or other sanctions from the CSRC or other PRC regulatory agencies. These regulatory agencies may impose fines and penalties on our operations in China, limit our ability to pay dividends outside of China, limit our operating privileges in China, delay or restrict the repatriation of the proceeds from this offering into China or take other actions that could have a material adverse effect on our business, financial condition, results of operations and prospects, as well as the trading price of the ADSs. The CSRC or other PRC regulatory agencies also may take actions requiring us, or making it advisable for us, to halt this offering before settlement and delivery of the ADSs offered hereby.

Furthermore, if there would be any other approval, filings and/or other administration procedures to be obtained from or accomplished with the CSRC or other PRC regulatory agencies as required by any new laws and regulations for the offering, we cannot assure that we can obtain the required approval or accomplish the required filings or other regulatory procedures in a timely manner, or at all. Any failure to obtain the relevant approval or complete the filings and other relevant regulatory procedures may subject us to regulatory actions or

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other sanctions from the CSRC or other PRC regulatory agencies, which may have a material adverse effect on our business, operation or financial conditions.

Consequently, if you engage in market trading or other activities in anticipation of and prior to settlement and delivery, you do so at the risk that 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, accomplish the required filings or other regulatory procedures for this offering, we may be unable to obtain a waiver of such approval, filing or other regulatory procedures and requirements, if and when procedures are established to obtain such a waiver. Any uncertainties and/or negative publicity regarding such approval, filing or other regulatory procedures and requirement could have a material adverse effect on the trading price of the ADSs.

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

We generate substantially all of our revenues from our operations in China. Accordingly, our business, financial condition, results of operations and prospects are influenced by economic, political and legal developments in China. Economic reforms begun in the late 1970s have resulted in significant economic growth. However, any economic reform policies or measures in China may from time to time be modified or revised. China's economy differs from the economies of most developed countries in many respects, including with respect to the amount of government involvement, level of development, growth rate, control of foreign exchange and allocation of resources. While the PRC economy has experienced significant growth in the past 30 years, growth has been uneven across different regions and among different economic sectors. In addition, the rate of growth has been slowing since 2012, and the impact of COVID-19 on the Chinese and global economies in 2021 is likely to be severe.

The PRC government exercises significant control over China's economic growth through strategically allocating resources, controlling the payment of foreign currency-denominated obligations, setting monetary policy and providing preferential treatment to particular industries or companies. 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. In addition, in the past, the PRC government has implemented certain measures, including interest rate adjustment, to control the pace of economic growth. These measures may cause decreased economic activity in China, which may adversely affect our business and results of operations. In addition, the increased global focus on social, ethical and environmental issues may lead to China's adoption of more stringent standards in these areas, which may adversely impact the operations of China-based companies including us. 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, financial condition and results of operations, lead to reduction in demand for our solutions and adversely affect our competitive position.

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

The PRC legal system is based on written statutes and court decisions that have limited precedential value. The PRC legal system is evolving rapidly, and therefore the interpretations and enforcement of many laws, regulations and rules may contain inconsistencies and uncertainties.

From time to time, we may have to resort to administrative and court proceedings to enforce our legal rights. However, since PRC judicial and administrative authorities have significant discretion in interpreting and implementing statutory and contractual terms, it may be more difficult to predict the outcome of a judicial or administrative proceeding than in more developed legal systems. Furthermore, the PRC legal system is based, in part, on government policies and internal rules, some of which are not published in a timely manner, or at all, but

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which may have retroactive effect. As a result, we may not always be aware of any potential violation of these policies and rules. These uncertainties may impede our contractual, property and procedural rights, which could adversely affect our business, financial condition and results of operations.

The 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 the 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 HFCAA, was enacted on December 18, 2020. The HFCAA states if the SEC determines that we have filed audit reports issued by a registered public accounting firm that has not been subject to inspection 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 HFCAA. 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 HFCAA, including the listing and trading prohibition requirements described above.

On June 22, 2021, the U.S. Senate passed a bill which, if passed by the U.S. House of Representatives and signed into law, would reduce the number of consecutive non-inspection years required for triggering the prohibitions under the HFCAA from three years to two.

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 fulfill its statutory mandate. Some of the concepts of these recommendations were implemented with the enactment of the HFCAA. However, some of the recommendations were more stringent than the HFCAA. 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 HFCAA 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 HFCAA are uncertain. Such uncertainty could cause the market price of the 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 HFCAA. 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 the 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 the ADSs.

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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.

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 litigations 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 PRC territory. 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 the difficulties you face 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 and conduct our operations primarily in emerging markets”.

The custodians or authorized users of our controlling non-tangible assets, including chops and seals, may fail to fulfill their responsibilities, or misappropriate or misuse these assets.

Under the PRC law, legal documents for corporate transactions, including agreements and contracts are executed using the chop or seal of the signing entity or with the signature of a legal representative whose designation is registered and filed with relevant PRC market regulation administrative authorities.

In order to secure the use of our chops and seals, we have established internal control procedures and rules for using these chops and seals. In any event that the chops and seals are intended to be used, the responsible personnel will submit a formal application, which will be verified and approved by authorized employees in accordance with our internal control procedures and rules. In addition, in order to maintain the physical security of our chops, we generally have them stored in secured locations accessible only to authorized employees. Although we monitor such authorized employees, the procedures may not be sufficient to prevent all instances of abuse or negligence. There is a risk that our employees could abuse their authority, for example, by entering into a contract not approved by us or seeking to gain control of one of our subsidiaries or our affiliated entities or their subsidiaries. If any employee obtains, misuses or misappropriates our chops and seals or other controlling

non-tangible assets for whatever reason, 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 and divert management from our operations, and we may not be able to recover our loss due to such misuse or misappropriation if a third party relies on the apparent authority of such employees and acts in good faith.

Fluctuations in exchange rates could have a material 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 is affected by changes in China's political and economic conditions and China's foreign exchange policies, among other things. In 2005, the PRC government changed its decades-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 Renminbi and the U.S. dollar remained within a narrow band. Since June 2010, 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 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 against the backdrop of a surging U.S. dollar and persistent capital outflows from China. This depreciation halted in 2017, and the Renminbi appreciated approximately 7% against the U.S. dollar during this one-year period. In 2018, a new round of Renminbi depreciation emerged under the influence of a strong U.S. dollar and the Sino-U.S. trade friction. In August 2019, Renminbi once plunged to the weakest level against the U.S. dollar in more than a decade, which raised fears of further escalation in the Sino-U.S. trade friction as the United States labeled China as a currency manipulator after such sharp depreciation. 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 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 Renminbi and the U.S. dollar in the future.

Significant revaluation of the Renminbi may have a material 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 the 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 not entered into any 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.

Governmental control of currency conversion may limit our ability to utilize our revenues effectively and 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 may rely on dividend payments

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from our PRC subsidiary 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 the State Administration of Foreign Exchange, or 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 subsidiary and affiliated entities 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 subsidiary and affiliated entities 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.

In light of the flood of capital outflows of China in 2016 due to the weakening Renminbi, the PRC government has imposed more restrictive foreign exchange policies and stepped up scrutiny of major outbound capital movement including overseas direct investment. More restrictions and substantial vetting process are put in place by SAFE to regulate cross-border transactions falling under the capital account. If any of our shareholders regulated by such policies fails to satisfy the applicable overseas direct investment filing or approval requirement timely or at all, it may be subject to penalties from the relevant PRC authorities. The PRC government may at its discretion further restrict access in the future to foreign currencies for current account transactions. 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 the 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 to or make additional capital contributions to our PRC subsidiary and affiliated entities, 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 affiliated entities. We may make loans to our PRC subsidiaries and affiliated entities, or we may make additional capital contributions to our PRC subsidiaries, or we may establish new PRC subsidiaries and make capital contributions to these new PRC subsidiaries, or we may acquire offshore entities with business operations in China in an offshore transaction.

Most of these activities are subject to PRC regulations and approvals. For example, loans by us to our PRC subsidiaries to finance its activities cannot exceed statutory limits and must be registered with the local counterpart of SAFE. If we decide to finance our PRC subsidiaries by means of capital contributions, these capital contributions are subject to the requirement of making necessary filings in the foreign investment comprehensive administrative system and registration with other governmental authorities in China. Due to the restrictions imposed on loans in foreign currencies extended to PRC domestic companies, we are not likely to make such loans to our affiliated entities as PRC domestic companies. Further, we are not likely to finance the activities of our affiliated entities by means of capital contributions due to regulatory restrictions relating to foreign investment in PRC domestic enterprises engaged in value-added telecommunication services and certain other businesses.

SAFE promulgated the Circular on Reforming the Management Approach regarding the Settlement of Foreign Capital of Foreign-invested Enterprise, 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. Although SAFE promulgated in October 2019 the Circular on Further Promoting the Cross-border Trade and Investment Facilitation, or SAFE Circular 28, pursuant to which non-investment foreign-invested companies are allowed to conduct domestic equity investment with settled capital from foreign exchange if such investment projects are true and compliant and do not otherwise violate the existing Special Management Measures (Negative List) for Foreign Investment Access, or the Negative List, it is unclear whether SAFE will permit such capital to be used for equity investments in China in actual practice. SAFE promulgated the Circular on Reforming and Regulating Policies on the Control over Foreign Exchange Settlement of Capital Accounts, 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 subsidiary, which may adversely affect our liquidity and our ability to fund and expand our business in China. On October 23, 2019, the SAFE promulgated the Notice of the State Administration of Foreign Exchange on Further Promoting the Convenience of Cross-border Trade and Investment, or the SAFE Circular 28, which, among other things, allows all foreign-invested companies to use Renminbi converted from foreign currency-denominated capital for equity investments in China, as long as the equity investment is genuine, does not violate applicable laws, and complies with the negative list on foreign investment. However, since the SAFE Circular 28 is newly promulgated, it is unclear how SAFE and competent banks will carry this out in practice.

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, or at all, with respect to future loans by us to our PRC subsidiary or with respect to future capital contributions by us to our PRC subsidiary. If we fail to complete such registrations or obtain such approvals, our ability to use the proceeds we received 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.

In addition, our PRC subsidiaries are also required to withhold a 10% (or 7% if paid to a Hong Kong resident who qualifies for the benefits of the tax treaty between China and Hong Kong) tax on interest paid under any cross-border shareholder loan. Prior to the payment of any interest and principal on any such shareholder loan, our PRC subsidiaries must present evidence of registration with SAFE regarding any such shareholder and may be required to provide evidence of payment of withholding tax on the interest payable on that.

PRC regulations relating to the establishment of offshore special purpose companies by PRC residents may subject our PRC resident beneficial owners or our PRC subsidiary to liability or penalties, limit our ability to inject capital into our PRC subsidiary, limit our PRC subsidiary's ability to increase its registered capital or distribute profits to us, or may otherwise adversely affect us.

SAFE promulgated the Circular of the State Administration of Foreign Exchange on Issues Concerning the Foreign Exchange Administration over the Overseas Investment and Financing and Round-trip Investment by

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Domestic Residents via Special Purpose Vehicles, or SAFE Circular 37, in July 2014, which replaced the Notice on Relevant Issues Concerning Foreign Exchange Administration for PRC Residents Engaging in Financing and Roundtrip Investments via Overseas Special Purpose Vehicles promulgated by SAFE in October, 2005. SAFE Circular 37 requires PRC residents or entities to register with SAFE or its local branch in connection with their establishment or control of an offshore entity established for the purpose of overseas investment or financing with such PRC residents or entities' legally owned assets or equity interests in domestic enterprises or offshore assets or interests. On February 13, 2015, SAFE issued Circular on Further Simplifying and Improving the Foreign Currency Management Policy on Direct Investment, or SAFE Circular 13, effective on June 1, 2015, pursuant to which the power to accept SAFE registration was delegated from local SAFE to local qualified banks where the assets or interest in the domestic entity was located. In addition, such PRC residents or entities must update their SAFE registrations when the offshore special purpose vehicle undergoes material events relating to any change of basic information (including change of such PRC citizens or residents, name and operation term), increases or decreases in investment amount, transfers or exchanges of shares, or mergers or divisions.

If our shareholders who are PRC residents or entities do not complete their registration with the local SAFE branches or local qualified banks, our PRC subsidiary may be prohibited from distributing its profits and proceeds from any reduction in capital, share transfer or liquidation to us, and we may be restricted in our ability to contribute additional capital to our PRC subsidiary. Moreover, failure to comply with the SAFE registration described above could result in liability under PRC laws for evasion of applicable foreign exchange restrictions. In addition, our shareholders who are PRC entities shall complete their overseas direct investment filings according to applicable laws and regulations regarding the overseas direct investment by PRC entities, including filings with the MOFCOM, the National Development and Reform Commission, or NDRC, or the local branch of the MOFCOM and NDRC based on the investment amount, invested industry or other factors thereof.

We have used our best efforts to notify PRC residents or entities who directly or indirectly hold shares in our Cayman Islands holding company and who are known to us as being PRC residents or entities to complete the foreign exchange registrations or overseas direct investment filings. However, we may not at all times be fully aware or informed of the identities of all our shareholders or beneficial owners that are required to make or update such registration or filings, and we cannot compel them to comply with SAFE registration requirements and filing requirements as set forth in SAFE, MOFCOM and NDRC regulations. As a result, we cannot assure you that all other shareholders or beneficial owners of ours who are PRC residents or entities have complied with, and will in the future make, obtain or update any applicable registrations, filings or approvals required by SAFE, MOFCOM and NDRC regulations. Failure by such shareholders or beneficial owners to comply with SAFE, MOFCOM and NDRC regulations, or failure by us to amend the foreign exchange registrations of our PRC subsidiary, could subject us to fines or legal sanctions, restrict our overseas or cross-border investment activities, limit our PRC subsidiary's ability to make distributions or pay dividends to us or affect our ownership structure, which could adversely affect our business and prospects.

Moreover, under existing foreign exchange regulations, circulation of foreign currencies within the territory of the PRC shall be prohibited, and no pricing and settlement shall be made in foreign currencies within the territory of the PRC, unless otherwise stipulated by the state authority. For instance, using foreign exchange to make payments that shall be made with Renminbi violates various foreign exchange regulation requirements, which may result in liabilities under PRC law for circumventing applicable foreign exchange restrictions and be construed as arbitrage of exchange. As a result, relevant foreign exchange regulatory authorities may order the violating entity to convert the foreign exchange and impose a fine of up to 30% of the illegal arbitrage amount; in serious cases, the regulatory authorities may impose a fine in excess of 30% but no more than the illegal arbitrage amount. The violating entity may also be subject to criminal liability if its act constitutes a criminal offense. We have made some acquisitions in China, and as a consideration, we have issued new shares overseas to acquired entities' direct or indirect shareholders who are PRC residents, which may subject such shareholders and us to the abovementioned fines or criminal liability in serious cases. In addition, we cannot assure you that such shareholders have completed the necessary registrations as required by SAFE Circular 37 and other relevant

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SAFE regulations and rules, failure of which may subject such shareholders to fines and sanctions and adversely affect our business, results of operations and financial condition.

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 the ADSs holders.

Under the PRC Enterprise Income Tax Law, or EIT Law, and its implementation rules, an enterprise established outside of the PRC with its “*de facto* management body” within the PRC is considered a “resident enterprise” and will be subject to PRC 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 State Administration of Taxation, or 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, but not to 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 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 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.

We believe none of our entities outside of China is 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 any of our entities outside of China is a PRC resident enterprise for enterprise income tax purposes, such entity could be required to pay 25% tax on its global income. Further, if the PRC tax authorities determine that we are a PRC resident enterprise for enterprise income tax purposes, we may be required to withhold a 10% withholding tax from dividends we pay to our shareholders that are non-resident enterprises, including the holders of the ADSs. In addition, non-resident enterprise shareholders (including the ADSs holders) may be subject to PRC tax at a rate of 10% 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. Furthermore, if PRC tax authorities determine that we are a PRC resident enterprise for enterprise income tax purposes, dividends paid to our non-PRC individual shareholders (including the ADSs 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 20% (which, in the case of dividends, may be withheld at source by us), if such dividends and/or gains are deemed to be from PRC sources. These rates may be reduced by an applicable tax treaty, but it is unclear whether non-PRC shareholders of YXT.COM GROUP HOLDING LIMITED would in practice be able to obtain the benefits of any tax treaties between their country of tax residence and the PRC in the event that YXT.COM GROUP HOLDING LIMITED is treated as a PRC resident enterprise. Any such tax may reduce the returns on your investment in the ADSs.

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

We face uncertainties regarding the reporting on and consequences of previous private equity financing transactions involving the transfer and exchange of shares in our company by non-resident investors. In February

2015, SAT issued the Bulletin on Issues of Enterprise Income Tax on Indirect Transfers of Assets by Non-PRC Resident Enterprises, or SAT Bulletin 7. Pursuant to SAT Bulletin 7, an “indirect transfer” of PRC assets, including a transfer of equity interests in an unlisted non-PRC holding company of a PRC resident enterprise, by non-PRC resident enterprises may be re-characterized and treated as a direct transfer of the underlying PRC assets, if such arrangement does not have a reasonable commercial purpose and was established for the purpose of avoiding payment of PRC enterprise income 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. On October 17, 2017, SAT issued the Bulletin on Issues Concerning the Withholding of Non-PRC Resident Enterprise Income Tax at Source, or SAT Bulletin 37, which came into effect on December 1, 2017. SAT Bulletin 37 further clarifies the practice and procedure of the withholding of nonresident enterprise income tax. Currently, there is a safe harbor for securities purchased and sold on a public stock exchange.

There is uncertainty as to the application of SAT Bulletin 37 or previous rules under SAT Bulletin 7. We face uncertainties on the reporting and consequences of 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 and did not purchase and sale their securities on a public stock exchange. Under SAT Bulletin 37 and SAT Bulletin 7, our company may be subject to filing obligations or taxes if our company is the transferor in such transactions, and may be subject to withholding obligations if our company is the transferee in such transactions.

Increases in labor costs in the PRC may adversely affect our business, financial condition and results of operations.

The PRC Labor Contract Law has reinforced the protection of employees who, under the PRC Labor Contract Law, have the right, among others, to have written employment contracts, to enter into employment contracts with no fixed term under certain circumstances, to receive overtime wages and to terminate or alter terms in labor contracts. Furthermore, the PRC Labor Contract Law sets forth additional restrictions and increases the costs involved with dismissing employees. To the extent that we need to significantly reduce our workforce, the PRC Labor Contract Law could adversely affect our ability to do so in a timely and cost-effective manner, and we could be subject to penalties or incur significant liabilities in connection with labor disputes or investigations.

In addition, we are required by PRC laws and regulations to make social insurance registration and open housing provident fund account with relevant governmental authorities and pay 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. The relevant government agencies may examine whether an employer has made adequate payments of the requisite statutory employee benefits, and those employers who fail to make adequate payments may be subject to late payment fees, fines and/or other penalties. Our social insurance and/or housing provident fund policies and practices may be found to have violated the relevant laws and regulations. For example, some of our PRC operating entities did not make adequate social insurance and housing fund contributions or did not make social insurance registration and open housing fund account in accordance with PRC laws and regulations. Pursuant to relevant PRC laws and regulations, the under-contribution of social insurance within a prescribed period may subject us to a daily overdue charge of 0.05% of the delayed payment amount. If this payment is not made within the stipulated period, the competent authority may further impose a fine of one to three times of the overdue amount on us. As a result, we may be subject to fines and legal sanctions, and our business, financial condition and results of operations may be adversely affected.

Proceedings instituted by the SEC against PRC-based the “big four” accounting firms, including our independent registered public accounting firm, could result in financial statements being determined to not comply with the requirements of the Exchange Act.

In December 2012, the SEC brought administrative proceedings against the PRC-based “big four” accounting firms, including our independent registered public accounting firm, alleging that they had violated U.S. securities laws and the SEC’s rules and regulations thereunder by failing to provide to the SEC the firms’ audit work papers and other documents related to certain other PRC-based companies that are publicly traded in the United States.

On January 22, 2014, the administrative law judge, or the ALJ, presiding over the matter rendered an initial decision that each of the firms had violated the SEC’s rules of practice by failing to produce audit papers and other documents to the SEC. The initial decision censured each of the firms and barred them from practicing before the SEC for a period of six months. The decision was neither final nor legally effective until reviewed and approved by the SEC, and on February 12, 2014, the PRC-based accounting firms appealed to the SEC against this decision.

On February 6, 2015, the four PRC-based accounting firms each agreed to a censure and to pay a fine to the SEC to settle the dispute and avoid suspension of their ability to practice before the SEC and audit U.S.-listed companies. The settlement required the firms to follow detailed procedures and to seek to provide the SEC with access to Chinese firms’ audit documents via the CSRC. Under the terms of the settlement, the underlying proceeding against the four PRC-based accounting firms was deemed dismissed with prejudice four years after entry of the settlement. The four-year mark occurred on February 6, 2019. It is uncertain whether the SEC will further challenge the four PRC-based accounting firms’ compliance with U.S. laws 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 PRC-based “big four” 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 that the SEC restarts the administrative proceedings, depending upon the 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 the PRC, which could result in financial statements being determined to not be in compliance with the requirements of the Exchange Act and ultimately possible delisting. Moreover, any negative news about any such future proceedings against these accounting firms may cause investor uncertainty regarding China-based, U.S.-listed companies and the market price of the ADSs may be adversely affected.

If our independent registered public accounting firm were 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 [Nasdaq] or deregistration from the SEC, or both, which would substantially reduce or effectively terminate the trading of the ADSs in the United States.

Recent litigation and negative publicity surrounding China-based companies listed in the United States may result in increased regulatory scrutiny of us and negatively impact the trading price of the ADSs.

We believe that litigation and negative publicity surrounding companies with operations in China that are listed in the United States 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 managerial resources, potential costs to defend ourselves against

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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, results of operations and financial condition.

A severe or prolonged downturn in the global or Chinese economy could materially and adversely affect our business, financial condition, results of operations and prospects.

The global macroeconomic environment is facing challenges, including the end of quantitative easing by the U.S. Federal Reserve, the economic slowdown in the Eurozone since 2014 and uncertainties over the impact of Brexit. The Chinese economy has shown slower growth compared to the previous decade since 2012 and the trend may continue. There is considerable uncertainty over the long-term effects of the expansionary monetary and fiscal policies adopted by the central banks and financial authorities of some of the world's leading economies, including the United States and China. There have been concerns over unrest and terrorist threats in the Middle East, Europe and Africa, which have resulted in market volatility. There have also been concerns over the relationship between China and other countries, including the surrounding Asian countries. Recent international trade disputes, including tariff actions announced by the United States, China and certain other countries, and the uncertainties created by such disputes may cause disruptions in the international flow of goods and services and may adversely affect the Chinese economy as well as global markets and economic conditions. In addition, the recent market panics over the global outbreak of COVID-19 materially and negatively affected the global financial markets, which may cause a slowdown of the global economy. 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, financial condition, results of operations and prospects.

Changes in international trade policies and international barriers to trade, or the escalation of trade tensions, may have an adverse effect on our business.

Although cross-border business may not be an area of our focus, if we plan to expand our business internationally in the future, any unfavorable government policies on international trade, such as capital controls or tariffs, may affect the demand for our services, impact our competitive position, or prevent us from being able to conduct business in certain countries. If any new tariffs, legislation, or regulations are implemented, or if existing trade agreements are renegotiated, such changes could adversely affect our business, financial condition, and results of operations. Recently, there have been heightened tensions in international economic relations, such as the one between the United States and China. The U.S. government has recently imposed, and has recently proposed to impose additional, new, or higher tariffs on certain products imported from China to penalize China for what it characterizes as unfair trade practices. China has responded by imposing, and proposing to impose additional, new, or higher tariffs on certain products imported from the United States. Following mutual retaliatory actions for months, on January 15, 2020, the United States and China entered into the Economic and Trade Agreement Between the United States of America and the People's Republic of China as a phase one trade deal, effective on February 14, 2020.

Although the direct impact of the current international trade tension, and any escalation of such tension, on the industries in which we operate is uncertain, the negative impact on general, economic, political and social conditions may adversely impact our business, financial condition and results of operations.

If relations between China and the United States deteriorate, our business, results of operations and financial condition could be adversely affected.

At various times during recent years, the United States and China have had significant disagreements over monetary, economic, political and social issues, including currently in relation to the COVID-19 pandemic, and future relations between these two countries may deteriorate. Changes in political conditions and changes in the

state of China-U.S. relations are difficult to predict and could adversely affect our business, results of operations and financial condition. In addition, because of our extensive operations in the Chinese market, any deterioration in political or trade relations might cause a public perception in the United States or elsewhere that might cause our products to become less attractive. We cannot predict what effect any changes in China-U.S. relations may have on our ability to access capital or effectively do business in China or the United States. Moreover, any political or trade controversies between the United States and China, whether or not directly related to our business, could cause investors to be unwilling to hold or buy the ADSs and consequently cause the trading price of the ADSs to decline.

Risks Related to Our Corporate Structure

The PRC government may find that the contractual arrangements that establish our corporate structure for operating our business do not comply with applicable PRC laws and regulations.

Current PRC laws and regulations impose certain restrictions on foreign ownership of companies that engage in certain business operations, such as value-added telecommunications services. In June 2019, the MOFCOM and the NDRC promulgated the Negative List, which became effective on July 30, 2019, in order to amend the Guidance Catalogue of Industries for Foreign Investment. The Negative List was further amended on June 23, 2020 and became effective on July 23, 2020. Pursuant to the Negative List (2020 Version), foreign investment in value-added telecommunications services (except for e-commerce, domestic multi-party communications services, store-and-forward services and domestic call center services) falls within the Negative List. As a result, foreign investors can only conduct investment activities through equity or contractual joint ventures with certain shareholding requirements and approvals from competent authorities. PRC partners are required to hold the majority interests in the joint ventures and approval from MOFCOM and the MIIT, for the incorporation of the joint ventures and the business operations. The primary foreign investors must also have operating experience and a good track record in providing value-added telecommunication services overseas.

Current PRC laws and regulations impose restrictions on foreign ownership and investment in companies that engage in value-added telecommunications services. We are an exempted company incorporated in the Cayman Islands. Yunxuetang Information is our wholly-owned PRC subsidiary and a foreign-invested enterprise under PRC laws, and Fenghe Consulting is a foreign-invested enterprise under PRC laws and 60% held by us. We conduct our business in China through Yunxuetang Network, Shanghai Fenghe and Shanghai China Europe and their respective subsidiaries, or collectively our affiliated entities, in China, based on contractual arrangements by and among Yunxuetang Information, Yunxuetang Network and its shareholders, Fenghe Consulting, Shanghai China Europe and its shareholders, and Fenghe Consulting, Shanghai Fenghe and its shareholders. Our contractual arrangements allow us to (i) exercise effective control over our affiliated entities, (ii) receive substantially all of the economic benefits of our affiliated entities in the case of Yunxuetang, and 60% of the economic benefits in the case of CEIBS PG, and (iii) have an exclusive option to purchase all or part of the equity interests in the affiliated entities when and to the extent permitted by PRC law. We have been and expect to continue to be dependent on our affiliated entities to operate our business in China. As a result of these contractual arrangements, we have control over and are the primary beneficiary of our affiliated entities and consolidate their financial results under U.S. GAAP. See “Our History and Corporate Structure—Contractual Arrangements with Our VIEs and Their Shareholders” for details.

In the opinion of our PRC counsel, Global Law Office, each of the contractual arrangements does not (i) result in any violation of any governmental authorizations or any PRC Laws; (i) result in any violation of the provisions of the articles of association or business license, as applicable, of any of the PRC companies; or (iii) to the best of our PRC Counsel’s knowledge after due and reasonable inquiries with the Company, conflict with or result in a breach or violation of any terms or provisions of, or any other contract or instrument governed by the PRC Laws to which any of the PRC companies is a party, except, in the case of clause (iii) above, for such circumstance where there would not reasonably be expected to have, individually or in the aggregate, a material adverse effect. However, we have been further advised by our PRC counsel that there are substantial

uncertainties regarding the interpretation and application of current or future PRC laws and regulations. Thus, the PRC government may ultimately take a view contrary to or otherwise different from the opinion of our PRC counsel. If the PRC government otherwise find that we are in violation of any existing or future PRC laws or regulations or lack the necessary permits or licenses to operate our business, the relevant governmental authorities would have broad discretion in dealing with such violation, including, without limitation:

- revoking the business and operating licenses of our company;
- discontinuing or restricting any related-party transactions between our group and our affiliated entities;
- imposing fines and penalties, confiscating the income from our company, or imposing additional requirements for our operations which we may not be able to comply with;
- requiring us to restructure our ownership structure or operations, including terminating the contractual arrangements and deregistering the share pledges of the VIE, which in turn would affect our ability to consolidate, derive economic interests from, or exercise effective control over our affiliated entities;
- restricting or prohibiting our use of the proceeds of this offering to finance our business and operations in China, particularly the expansion of our business through strategic acquisitions; or
- restricting the use of financing sources by us or our affiliated entities or otherwise restricting our or their ability to conduct business.

Any of these events could cause significant disruption to our business operations and severely damage our reputation, which would in turn materially and adversely affect our business, financial condition and results of operations. If occurrences of any of these events results in our inability to direct the activities of our affiliated entities in China, and/or our failure to receive the economic benefits from our affiliated entities, we may not be able to consolidate their financial results in our consolidated financial statements in accordance with U.S. GAAP.

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

We have relied and expect to continue to rely on the contractual arrangements with the VIE and its shareholders to operate our business in China. For a description of these contractual arrangements, see “Our History and Corporate Structure—Contractual Arrangements with Our VIEs and Their Shareholders.”

However, these contractual arrangements may not be as effective as direct ownership in providing us with control over our affiliated entities. Any of our affiliated entities, including the VIE and its 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. In the event that the shareholders of the VIE breach the terms of these contractual arrangements and voluntarily liquidate the VIE, or the VIE declares bankruptcy and all or part of its assets become subject to liens or rights of third-party creditors, or are otherwise disposed of without our consent, we may be unable to conduct some or all of our business operations or otherwise benefit from the assets held by our affiliated entities, which could have a material adverse effect on our business, financial condition and results of operations.

If the VIE or its 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 legal remedies under PRC law, including seeking specific performance or injunctive relief, and contractual remedies, which we cannot assure you will be sufficient or effective under PRC law. Our contractual arrangements are governed by PRC law and provide for the resolution of disputes through arbitration in China. Accordingly, these agreements would be interpreted in accordance with PRC law and any disputes would be resolved in accordance with PRC legal procedures. The legal system in the PRC 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. Meanwhile, there are very few precedents and little

formal guidance as to how contractual arrangements in the context of a consolidated variable interest entity should be interpreted or enforced under PRC law. There remain significant uncertainties regarding the ultimate outcome of such arbitration should legal action become necessary. In addition, 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. In the event that we are unable to enforce these contractual arrangements, or if we suffer significant delay or other obstacles in the process of enforcing these contractual arrangements, we may not be able to exert effective control over our affiliated entities, and our ability to conduct our business may be negatively affected. See “—Risks Related to Doing Business in China—Uncertainties with respect to the PRC legal system could adversely affect us.”

The shareholders of the VIE may have actual or potential conflicts of interest with us, which may materially and adversely affect our business, financial condition and results of operations.

The shareholders of the VIEs may have actual or potential conflicts of interest with us. These shareholders may breach, or cause the VIEs to breach, or refuse to renew, the existing contractual arrangements we have with them and the VIEs, which would have a material adverse effect on our ability to effectively control our affiliated entities and receive economic benefits from them. For example, the shareholders may be able to cause our agreements with the 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. If we cannot resolve any conflict of interest or dispute between us and these shareholders, we would have to rely on legal proceedings, which could result in disruption of our business and subject us to substantial uncertainties as to the outcome of any such legal proceedings.

Our contractual arrangements may be subject to scrutiny by the PRC tax authorities and they may determine that we or our affiliated entities owe additional taxes, which could materially and adversely affect our business, financial condition and results of operations.

Under applicable PRC laws and regulations, arrangements and transactions among related parties may be subject to audit or challenge by the PRC tax authorities. The tax authorities may impose reasonable adjustments on taxation if they have identified any related party transactions that are inconsistent with arm's length principles. We could face material and adverse tax consequences if the PRC tax authorities determine that our 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 income of our affiliated entities 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 affiliated entities for PRC tax purposes, which could in turn increase its tax liabilities without reducing our PRC subsidiary's tax expenses. In addition, if WFOE requests the shareholders of our affiliated entities to transfer their equity interests at nominal or no value pursuant to the contractual arrangements, such transfer could be viewed as a gift and subject WFOE to PRC income tax. Furthermore, the PRC tax authorities may impose late payment fees and other penalties on our affiliated entities for the adjusted but unpaid taxes according to the applicable regulations. Our financial position could be materially and adversely affected if our affiliated entities' tax liabilities increase or if they are required to pay late payment fees and other penalties.

Uncertainties exist with respect to the interpretation and implementation of the newly enacted Foreign Investment Law and how it may impact the viability of our current corporate structure, corporate governance, business, financial condition, results of operations and prospects.

On March 15, 2019, the National People's Congress promulgated the Foreign Investment Law, which came into effect on January 1, 2020 and replaced the trio of existing laws regulating foreign investment in China,

namely, 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 Foreign Investment Law embodies an expected PRC regulatory trend to rationalize its foreign investment regulatory regime in line with prevailing international practice and the legislative efforts to unify the corporate legal requirements for both foreign and domestic investments. The current Foreign Investment Law does not mention concepts such as “actual control” and “controlling PRC companies by contracts or trusts” that were included in the previous drafts, nor does it specify regulations on controlling through contractual arrangements. As a result, this regulatory topic remains unclear under the Foreign Investment Law. However, since the Foreign Investment Law is relatively new, uncertainties still exist in relation to its interpretation and implementation, and failure to take timely and appropriate measures to cope with the regulatory-compliance challenges could result in a material adverse effect on us. For instance, though the Foreign Investment Law does not explicitly classify contractual arrangements as a form of foreign investment, it contains a catch-all provision under the definition of “foreign investment”, which includes investments made by foreign investors in China through means stipulated in laws or administrative regulations or other methods prescribed by the State Council. Therefore, it still leaves leeway for future laws, administrative regulations or provisions promulgated by the State Council to provide for contractual arrangements as a form of foreign investment, at which time it will be 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 so, how our contractual arrangements should be dealt with. In addition, if future laws, administrative regulations or provisions prescribed by the State Council 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. In the worst-case scenario, we may be required to unwind our existing contractual arrangements and/or dispose of the relevant business operations, which could have a material adverse effect on our current corporate structure, corporate governance, business, financial condition, results of operations and prospects.

We may rely on dividends paid by our PRC subsidiary to fund cash and financing requirements. any limitation on the ability of our PRC subsidiary to pay dividends to us could have a material adverse effect on our ability to conduct our business and to pay dividends to holders of our ordinary shares, including those represented by the ADSs.

We are a holding company, and we may rely on dividends to be paid by our PRC subsidiary for our cash and financing requirements, including the funds necessary to pay dividends and other cash distributions to holders of our ordinary shares, including those represented by the ADSs, and service any debt we may incur. If our PRC subsidiary incurs debt on its own behalf in the future, the instruments governing the debt may restrict its ability to pay dividends or make other distributions to us.

Under PRC laws and regulations, wholly foreign-owned enterprises in the PRC, such as WFOE, may pay dividends only out of their 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, after making up previous years’ accumulated losses, if any, to fund certain statutory reserve funds, until the aggregate amount of such a fund reaches 50% of its registered capital. These reserve funds are not distributable as cash dividends. Any limitation on the ability of our PRC subsidiary to pay dividends or make other distributions to us could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our business, pay dividends, or otherwise fund and conduct our business.

Risks Related to Corporate Governance

As an exempted company incorporated in the Cayman Islands, we are permitted to adopt certain home country practices for corporate governance matters that differ significantly from the [Nasdaq] corporate governance listing standards; these practices may afford less protection to shareholders than they would enjoy if we complied fully with the corporate governance listing standards.

We have applied to list the ADSs on the [Nasdaq]. The [Nasdaq] corporate governance listing standards 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 [Nasdaq] corporate governance listing standards.

For instance, we are not required to: (i) have a majority of the board be independent; (ii) have a compensation committee or a nominations or corporate governance committee consisting entirely of independent directors; or (iii) have regularly scheduled executive sessions with only independent directors each year. We intend to rely on some of these exemptions. As a result, you may not be provided with the benefits of certain corporate governance requirements of the [Nasdaq].

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

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 through press releases, distributed pursuant to the rules and regulations of the [Nasdaq]. 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 than that required to be filed with the SEC by U.S. domestic issuers. As a result, you may not be afforded the same protections or information that would be made available to you were you investing in a U.S. domestic issuer.

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

We are an “emerging growth company”, as defined in the JOBS Act, and we may take advantage of certain exemptions from requirements applicable to other public companies that are not emerging growth companies including, most significantly, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002 for so long as we remain an emerging growth company. As a result, if we elect not to comply with such 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. Further, as an emerging growth company, we have elected to use the extended transition period for complying with new or revised

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financial accounting standards. As such, our financial statements may not be comparable to companies that comply with public company effective dates because of the potential differences in accounting standard used. We cannot predict if investors will find the ADSs less attractive because we may rely on these provisions. If some investors find the ADSs less attractive as a result, there may be a less active trading market for the ADSs and the trading price of the ADSs may be more volatile.

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

We are 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 SEC and the [Nasdaq], 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 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. An emerging growth company may take advantage of specified reduced reporting and other requirements that are otherwise applicable generally to public companies. After we are no longer an “emerging growth company,” we expect to incur significant expenses and devote substantial management effort toward ensuring compliance with the requirements of Section 404 of the Sarbanes-Oxley Act of 2002 and the other rules and regulations of the SEC.

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 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 amount 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 involved in a class action suit, it could divert a significant amount of our management’s attention and other resources from our business and operations, 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 adverse effect on our financial condition and results of operations.

Our post-offering memorandum and articles of association contain anti-takeover provisions that could have a material adverse effect on the rights of holders of our ordinary shares and the ADSs.

We will adopt our post-offering memorandum and articles of association that will become effective immediately prior to the completion of this offering. Our post-offering memorandum and articles of association will contain provisions which could 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, represented by the 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 the ADSs may fall and the voting and other rights of the holders of our ordinary shares and ADSs may be materially and adversely affected.

Risks Related to the ADSs and this Offering

An active trading market for our ordinary shares or the ADSs may not develop and the trading price for the ADSs may fluctuate significantly.

We will apply to list the ADSs on the [Nasdaq]. We have no current intention to seek a listing for our ordinary shares on any stock exchange. Prior to the completion of this offering, there has been no public market for the ADSs or our ordinary shares, and we cannot assure you that a liquid public market for the ADSs will develop. If an active public market for the ADSs does not develop following the completion of this offering, the market price and liquidity of the ADSs may be materially and adversely affected. The initial public offering price for the ADSs was determined by negotiation between us and the underwriters based upon several factors, and we cannot assure you that the trading price of the ADSs after this offering will not decline below the initial public offering price. As a result, investors in our securities may experience a significant decrease in the value of their ADSs, and may not be able to resell ADSs at or above the price they paid, or at all.

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

The trading price of the ADSs is likely to be volatile and could fluctuate widely due to factors beyond our control. This may happen because of broad market and industry factors, like the performance and fluctuation of the market prices of other companies with business operations located mainly in China that have listed their securities in the United States. A number of Chinese companies have listed or are in the process of listing their securities on U.S. stock markets. The securities of some of these companies have experienced significant volatility, including price declines in connection with their initial public offerings. The trading performances of these Chinese companies' securities after their offerings may affect the attitudes of investors toward Chinese companies listed in the United States in general and consequently may impact the trading performance of the ADSs, regardless of our actual operating performance. In addition, any negative news or perceptions about inadequate corporate governance practices or fraudulent accounting, corporate structure or matters of other Chinese companies may also negatively affect the attitudes of investors towards Chinese companies in general, including us, regardless of whether we have conducted any inappropriate activities. Furthermore, securities markets may from time to time experience significant price and volume fluctuations that are not related to our operating performance, which may have a material and adverse effect on the trading price of the ADSs.

In addition to market and industry factors, the price and trading volume for the ADSs may be highly volatile for factors specific to our own operations, including the following:

- variations in our revenues, earnings and cash flow;
- announcements of new investments, acquisitions, strategic partnerships or joint ventures by us or our competitors;
- announcements of new solutions and expansions by us or our competitors;
- announcements of new policies, rules or regulations relating to the enterprising learning industry in China;
- changes in financial estimates by securities analysts;
- detrimental adverse publicity about us, our solutions, our competitors or our industry;
- additions or departures of key personnel;

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- fluctuations of exchange rates between the Renminbi and the U.S. dollar;
- release of lock-up or other transfer restrictions on our outstanding equity securities or sales of additional equity securities; and
- potential litigation or regulatory investigations.

Any of these factors may result in large and sudden changes in the volume and price at which the ADSs will trade.

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

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 listed in the United States that have a substantial majority 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.

We may be the subject of unfavorable allegations made by short sellers in the future. Any such allegations may be followed by periods of instability in the market price of our ordinary shares and ADSs and negative publicity. If and when we 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 federal or 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 shareholders' equity, and the value of any investment in the ADSs could be greatly reduced or rendered worthless.

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

The trading market for the ADSs will be influenced by research or reports that industry or securities analysts publish about our business. If one or more analysts who cover us downgrade the ADSs, the market price for the

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ADSs would likely decline. If one or more of these analysts cease to cover us or fail to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause the market price or trading volume for the ADSs to decline.

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

The initial public offering price of the ADSs is substantially higher than the net tangible book value per ADS. Therefore, if you purchase the ADSs in this offering, you will pay a price per ADS that substantially exceeds our pro forma net tangible book value per ADS after this offering. Based on the initial public offering price of \$ per ADS, you will experience immediate dilution of \$ per ADS, representing the difference between our pro forma net tangible book value per ADS after giving effect to this offering at the initial public offering price. See “Dilution” for more details.

The sale or availability for sale of substantial amounts of the ADSs could adversely affect their market price.

Sales of substantial amounts of the ADSs in the public market after the completion of this offering, or the perception that these sales could occur, could adversely affect the market price of the ADSs and could materially impair our ability to raise capital through equity offerings in the future. The ADSs sold in this offering will be freely tradable without restriction or further registration under the Securities Act of 1933, as amended, or the Securities Act, and shares held by our existing shareholders may also be sold in the public market in the future subject to the restrictions in Rule 144 and Rule 701 under the Securities Act and the applicable lock-up agreements. There will be ADSs (equivalent to ordinary shares) outstanding immediately after this offering, or ADSs (equivalent to ordinary shares) if the underwriters exercise their option to purchase additional ADSs in full. In connection with this offering, we, our directors and executive officers, and existing shareholders have agreed not to sell, transfer or dispose of any ADSs, ordinary shares or similar securities for a period of 180 days after the date of this prospectus without the prior written consent of the underwriters, subject to certain exceptions.

However, the underwriters may release these securities from these restrictions at any time, subject to applicable regulations of the Financial Industry Regulatory Authority, Inc. We cannot predict what effect, if any, market sales of securities held by our significant shareholders or any other shareholder or the availability of these securities for future sale will have on the market price of the ADSs. See “Underwriting” and “Shares Eligible for Future Sale” for a more detailed description of the restrictions on selling our securities after this offering.

Because we do not expect to pay dividends in the foreseeable future after this offering, you must rely on price appreciation of the 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 the 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 restrictions under Cayman Islands law, namely that our company may only pay dividends out of profits or share premium account, 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. In addition, our shareholders may by ordinary resolution declare a dividend, but no dividend may exceed the amount recommended by our board of directors. 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

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subsidiaries, our financial condition, contractual restrictions and other factors deemed relevant by our board of directors. Accordingly, the return on your investment in the ADSs will likely depend entirely upon any future price appreciation of the ADSs. There is no guarantee that the 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 the ADSs or even lose your entire investment in the ADSs.

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 will improve our results of operations or increase the price of the ADSs, nor that these net proceeds will be placed only in investments that generate income or appreciate in value.

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 and conduct our operations primarily in emerging markets.

We are an exempted company incorporated under the laws of the Cayman Islands. Our corporate affairs are governed by our memorandum and articles of association, the Companies Act of the Cayman Islands, as amended, and the common law of the Cayman Islands. The rights of shareholders to take action against the directors, actions by minority shareholders and the fiduciary responsibilities 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 responsibilities 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 the memorandum and articles of associations) or to obtain copies of lists of shareholders of these companies. Our directors have discretion under our articles of association to determine whether or not, and under what conditions, our corporate records may be inspected by our shareholders, but are not obliged to make them available to our shareholders. This may make it more difficult for you to obtain the information needed to establish any facts necessary for a shareholder motion or to solicit proxies from other shareholders in connection with a proxy contest.

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

In addition, we conduct substantially all of our business operations in emerging markets, including China, and substantially all of our directors and senior management are based in China. The SEC, the U.S. Department of Justice, or the DOJ, and other authorities often have substantial difficulties in bringing and enforcing actions against non-U.S. companies and non-U.S. persons, including company directors and officers, in certain emerging

markets, including China. Additionally, our public shareholders may have limited rights and few practical remedies in emerging markets where we operate, as shareholder claims that are common in the United States, including class action based on securities law and fraud claims, generally are difficult or impossible to pursue as a matter of law or practicality in many emerging markets, including China. For example, in China, there are significant legal and other obstacles for the SEC, the DOJ and other U.S. authorities to obtaining information needed for shareholder investigations or litigation. Although the competent 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, the regulatory cooperation with the securities regulatory authorities in the United States has not been efficient in the absence of a mutual and practical cooperation mechanism.

According to Article 177 of the PRC Securities Law which became effective in March 2020, no foreign securities regulator is allowed to directly conduct investigation or evidence collection activities within the territory of the PRC. Accordingly, without the consent of the competent PRC securities regulators and relevant authorities, no organization or individual may provide the documents and materials relating to securities business activities to foreign securities regulators.

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 of the Cayman Islands and the laws applicable to companies incorporated in the United States and their shareholders, see “Description of Share Capital—Differences in Corporate Law.”

Certain judgments obtained against us by our shareholders may not be enforceable.

We are a Cayman Islands exempted company and all of our assets are located outside of the United States. Substantially all of our current operations are conducted in China. In addition, most of our current directors and officers are nationals and residents of countries other than the United States. All or a substantial portion of the assets of these persons are located outside the United States. As a result, it may be difficult or impossible for you to bring an action against us or against these individuals in the United States 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 China may render you unable to enforce a judgment against us, our assets, our directors and officers or their assets. For more information regarding the relevant laws of the Cayman Islands and China, see “Enforceability of Civil Liabilities.”

The voting rights of holders of ADSs are limited by the terms of the deposit agreement, and you may not be able to exercise your right to vote your ordinary shares.

As a holder of the ADSs, you will only be able to exercise the voting rights with respect to the ordinary shares represented by your ADSs in accordance with the provisions of the deposit agreement. Under the deposit agreement, you must vote by giving voting instructions to the depository. If we request the depository to ask for your instructions, then upon receipt of your voting instructions, the depository will try, as far as is practicable, to vote the underlying ordinary shares which are represented by your ADSs in accordance with your instructions. If we do not request the depository to ask for your instructions, the depository 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 ordinary shares represented by your ADSs unless you withdraw such shares and became the registered holder of such shares prior to the record date for the general meeting. Under our post-offering memorandum and articles of association that will become effective immediately prior to the completion of this offering, the minimum notice period required for convening a general meeting is ten calendar days. When a general meeting is convened, you may not receive sufficient advance notice to withdraw the ordinary shares

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represented by your ADSs and become the registered holder of such shares to allow you to vote with respect to any specific matter. 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 cannot assure you that you will receive the voting materials in time to ensure that you can instruct the depositary to vote your shares. 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 vote and you may have no legal remedy if the ordinary shares represented by your ADSs are not voted as you requested.

The depositary may give us a discretionary proxy to vote our ordinary shares underlying your ADSs if you do not give voting instructions, which could adversely affect your interests and the ability of our shareholders as a group to influence the management of our company.

Under the deposit agreement for the ADSs, if you do not give voting instructions to the depositary to direct how the ordinary shares underlying your ADSs are voted, upon our request, the depositary will give us (or our nominee) a discretionary proxy to vote the ordinary shares underlying your ADSs at shareholders' meetings if:

- we timely provided the depositary with notice of meeting and related voting materials and requested it to solicit your instructions;
- we request the depositary to give a proxy;
- we have informed the depositary that there is no substantial opposition as to a matter to be voted on at the meeting; and
- the matter subject to voting would not have a material adverse impact on shareholders.

The effect of this discretionary proxy is that if you do not give voting instructions to the depositary to direct how the ordinary shares underlying your ADSs are voted, you cannot prevent the ordinary shares underlying your ADSs from being voted, under the circumstances described above. This may make it more difficult for shareholders to influence the management of our company. Holders of our ordinary shares are not subject to this discretionary proxy.

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

The depositary of the 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 underlying the ADSs, 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 the 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.

We and the depositary are entitled to amend the deposit agreement and to change the rights of ADSs holders under the terms of such agreement, and we may terminate the deposit agreement, without the prior consent of the ADSs holders.

We and the depositary are entitled to amend the deposit agreement and to change the rights of the ADSs holders under the terms of such agreement, without the prior consent of the ADSs holders. We and the depositary 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 depositary. In the event that the

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terms of an amendment are disadvantageous to ADSs holders, ADSs holders will only receive [30] days' advance notice of the amendment, and no prior consent of the ADSs 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 we decide to list our shares on a non-U.S. securities exchange and determine not to continue to sponsor an ADS facility or when we become the subject of a takeover or a going-private transaction. If the ADS facility will terminate, ADSs 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 ADSs holders or terminate the deposit agreement, the ADSs 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.

You may experience dilution of your holdings due to inability to participate in rights offerings.

We may, from time to time, distribute rights to our shareholders, including rights to acquire securities. Under the deposit agreement, the depositary will not distribute rights to holders of ADSs unless the distribution and sale of rights and the securities to which these rights relate are either exempt from registration under the Securities Act with respect to all holders of ADSs or are registered under the provisions of the Securities Act. The depositary may, but is not required to, attempt to sell these undistributed rights to third parties, and may allow the rights to lapse. We may be unable to establish an exemption from registration under the Securities Act, and we are under no obligation to file a registration statement with respect to these rights or underlying securities or to endeavor to have a registration statement declared effective. Accordingly, holders of ADSs may be unable to participate in our rights offerings and may experience dilution of their holdings as a result.

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

Your ADSs are transferable on the books of the depositary. However, the depositary may close its books at any time or from time to time when it deems expedient in connection with the performance of its duties. The depositary 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 depositary needs to maintain an exact number of ADSs holders on its books for a specified period. The depositary may also close its books in emergencies, and on weekends and public holidays. The depositary may refuse to deliver, transfer or register transfers of the ADSs generally when our share register or the books of the depositary are closed, or at any time if we or the depositary thinks it is 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.

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, to the fullest extent permitted by law, ADSs 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.

If we or the depositary 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 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, by a federal or state court in the City of New York, which has non-exclusive jurisdiction over matters arising under 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 to the deposit agreement and the ADSs. It is advisable that you consult legal counsel regarding the jury waiver provision before entering into the deposit agreement.

If you or any other holders or beneficial owners of ADSs bring a claim against us or the depository in connection with matters arising under the deposit agreement or the ADSs, including claims under federal securities laws, you or such other holder or beneficial owner may not be entitled to a jury trial with respect to such claims, which may, among other things, limit and discourage lawsuits against us and/or the depository and lead to limited access to information and other imbalances of resources between you as ADS holders and us. If a lawsuit is brought against us and/or the depository under the deposit agreement, it may be heard only by a judge or justice of the applicable trial court, which 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.

Nevertheless, if this jury trial waiver provision is not permitted by applicable law, an action could 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 provision of the U.S. federal securities laws and the rules and regulations promulgated thereunder.

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

In general, a non-U.S. corporation is a PFIC for U.S. federal income tax purposes for any taxable year in which (i) 50% or more of the average value of its assets (generally determined on a quarterly basis) consists of assets that produce, or are held for the production of, passive income, or (ii) 75% or more of its gross income consists of passive income. For purposes of the above calculations, a non-U.S. corporation that owns, directly or indirectly, at least 25% by value of the shares of another corporation is treated as if it held its proportionate share of the assets of the other corporation and received directly its proportionate share of the income of the other corporation. Passive income generally includes dividends, interest, investment gains and certain rents and royalties (other than rents and royalties that are derived in the conduct of an active business and meet certain requirements). Cash is generally a passive asset for these purposes. Goodwill is treated as an active asset to the extent associated with business activities that produce active income.

Based on the current composition of our income and assets and the estimated value of our assets, including goodwill, which is based on the expected price of the ADSs in this offering, we do not expect to be a PFIC for our current taxable year. However, the application of the PFIC rules to a company like us is subject to certain uncertainties. Our PFIC status for any taxable year is an annual determination that can be made only after the end of that year and will depend on the composition of our income and assets and the value of our assets from time to time. The value of our goodwill may be determined, in large part, by reference to the market price of the ADSs, which could be volatile. Therefore, because we currently hold, and will continue to hold a substantial amount of cash after this offering, our risk of being or becoming a PFIC will increase if our market capitalization declines. Moreover, it is not entirely clear how the contractual arrangements among us and our VIEs will be treated for purposes of the PFIC rules, and we may be or become a PFIC if our VIEs are not treated as owned by us for these purposes. Accordingly, there can be no assurance that we will not be a PFIC for our current or any future taxable year. If we are a PFIC for any taxable year during which a U.S. investor owns ADSs or ordinary shares, the U.S. investor generally will be subject to adverse U.S. federal income tax consequences, including increased tax liability on disposition gains and certain “excess distributions” and additional reporting requirements. See “Taxation--Material U.S. Federal Income Tax Considerations--Passive Foreign Investment Company Rules.”

The issuance of additional shares in connection with acquisitions, our share incentive plans or otherwise will dilute all other shareholdings.

Our post-offering memorandum and articles of association authorizes us to issue up to _____ ordinary shares of such class or classes (however designated) as the board of directors may determine in accordance with the post-offering memorandum and articles of association. Subject to compliance with applicable rules and regulations, we may issue all of these shares that are not already outstanding without any action or approval by our shareholders. We intend to continue to evaluate strategic acquisitions in the future. We may pay for such acquisitions, partly or in full, through the issuance of additional equity. Any future issuance of shares in connection with our acquisitions, the exercise of share options, the vesting of restricted share units (“RSUs”) or otherwise would dilute the percentage ownership held by existing investors.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains statements that constitute forward-looking statements. Many of the forward-looking statements contained in this prospectus can be identified by the use of forward-looking words such as “anticipate,” “believe,” “could,” “expect,” “should,” “plan,” “intend,” “estimate” and “potential,” among others.

Forward-looking statements appear in a number of places in this prospectus and include, but are not limited to, statements regarding our intent, belief or current expectations. Forward-looking statements are based on our management’s beliefs and assumptions and on information currently available to our management. Such statements are subject to risks and uncertainties, and actual results may differ materially from those expressed or implied in the forward-looking statements due to of various factors, including, but not limited to, those identified under the section entitled “Risk Factors” in this prospectus. These risks and uncertainties include factors relating to:

- general economic, political, demographic and business conditions in China and globally;
- our ability to implement our growth strategy;
- the success of operating initiatives, including advertising and promotional efforts and new solution development by us and our competitors;
- our ability to develop and apply our technologies to support and expand our solution offerings;
- the expected growth of the digital corporate learning industry in China;
- competition in the digital corporate learning industry in China;
- changes in government policies and regulation;
- other factors that may affect our financial condition, liquidity and results of operations; and
- other risk factors discussed under “Risk Factors.”

In light of the significant uncertainties in these forward-looking statements, you should not regard these statement as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame, or at all. Forward-looking statements speak only as of the date they are made, and we do not undertake any obligation to update them in light of new information or future developments or to release publicly any revisions to these statements in order to reflect later events or circumstances or to reflect the occurrence of unanticipated events.

You should read this prospectus and the documents that we reference 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. We qualify all of our forward-looking statements by these cautionary statements.

USE OF PROCEEDS

We expect to receive total estimated net proceeds from this offering of approximately US\$ _____ million, or approximately US\$ _____ million if the underwriters exercise their option to purchase additional ADSs in full, based on the midpoint of the estimated initial public offering price range set forth on the front cover of this prospectus, after deducting underwriting discounts and commissions and the estimated offering expenses payable by us.

We intend to use the net proceeds from this offering for the following purposes:

- investment in research and development to enhance and expand our solution offerings;
- investment in technology system and infrastructure to improve our operational efficiency;
- marketing and brand promotions;
- strategic investments and acquisitions complementary to our business; and
- other general corporate purposes.

If an unforeseen event occurs or business conditions change, we may use the proceeds of this offering differently than as described in this prospectus. In utilizing the proceeds from this offering, we are permitted under PRC laws and regulations to provide funding to our PRC subsidiaries only through loans or capital contributions, and to our consolidated VIEs only through loans, and only if we satisfy the applicable government registration and approval requirements. We cannot assure you that we will be able to meet these requirements on a timely basis, if 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 us from using the proceeds of this offering to make loans or additional capital contributions to our PRC subsidiary and affiliated entities, which could materially and adversely affect our liquidity and our ability to fund and expand our business.”

Pending use of the net proceeds, we intend to hold our net proceeds in short-term, interest-bearing, financial instruments or demand deposits.

DIVIDEND POLICY

We have not previously declared or paid any cash dividend or dividend in kind and we have no plan to declare or pay any dividends in the near future on our shares or the ADSs representing our ordinary shares. 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 rely principally on dividends from our PRC subsidiaries 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—Regulation Relating to Foreign Exchange Registration of Overseas Investment by PRC Residents.”

Our board of directors has 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 board of directors. Under Cayman Islands law, a Cayman Islands company may pay a dividend out of either profit or share premium account, provided that in no circumstances may a dividend be paid if this would result in the company being unable to pay its debts as they fall due in the ordinary course of business. Even if our board of directors decides to pay dividends, the form, frequency and amount will depend upon our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors that the board of directors may deem relevant. 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 depositary, as the registered holder of such ordinary shares, and the depositary 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.”

CAPITALIZATION

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

- on an actual basis;
- on a pro forma basis to give effect to the automatic conversion or re-designation, as the case may be, of all of the issued and outstanding preferred shares on a one-for-one basis into ordinary shares immediately prior to the completion of this offering; and
- on a pro forma as adjusted basis to give effect to the automatic conversion or re-designation, as the case may be, of all of the issued and outstanding preferred shares on a one-for-one basis into ordinary shares immediately prior to the completion of this offering, and (ii) the issuance and sale of ordinary shares in this offering, and the receipt of approximately US\$ million in estimated net proceeds, considering an offering price of US\$ per ADS (the midpoint of the estimated initial public offering price range set forth on the front cover of this prospectus), after deduction of the underwriting discounts and commissions and estimated offering expenses payable by us, and the use of proceeds therefrom.

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\$	RMB	US\$	RMB	US\$
(in thousands)						
Mezzanine equity						
Series A preferred shares (US\$0.0001 par value; 15,040,570 shares authorized, 15,040,570 shares issued and outstanding on an actual basis, and none outstanding on a pro forma or a pro forma as adjusted basis)						
Series B preferred shares (US\$0.0001 par value; 7,085,330 shares authorized, 7,085,330 shares issued and outstanding on an actual basis, and none outstanding on a pro forma or a pro forma as adjusted basis)						
Series C preferred shares (US\$0.0001 par value; 23,786,590 shares authorized, 23,786,590 shares issued and outstanding on an actual basis, and none outstanding on a pro forma or a pro forma as adjusted basis)						
Series D preferred shares (US\$0.0001 par value; 33,212,619 shares authorized, 33,212,619 shares issued and outstanding on an actual basis, and none outstanding on a pro forma or a pro forma as adjusted basis)						

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	As of December 31, 2020					
	Actual		Pro forma		Pro forma as adjusted(1)	
	RMB	US\$	RMB	US\$	RMB	US\$
Total mezzanine equity						
Ordinary shares						
Additional paid-in capital(2)						
Accumulated other comprehensive loss						
Accumulated deficit						
Total shareholders' (deficit)/equity(2)						
Total liabilities, mezzanine equity and shareholders' (deficit)/equity						

- Notes: (1) The pro forma as adjusted information discussed above is illustrative only. Our additional paid-in capital, total shareholders' (deficit)/equity and total capitalization following the completion 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) Assuming the number of ADSs offered by us as set forth on the cover page of this prospectus remains the same, and after deduction of underwriting discounts and commissions and the estimated offering expenses payable by us, a US\$1.00 change in the assumed initial public offering price of US\$ per ADS (the midpoint of the estimated initial public offering price range set forth on the front cover of this prospectus) would, in the case of an increase, increase and, in the case of a decrease, decrease each of additional paid-in capital, total shareholders' (deficit)/equity 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\$ million, or US\$ per ordinary share and US\$ per ADS. Net tangible book value represents the amount of our total consolidated tangible assets, less the amount of our total consolidated liabilities. Dilution is determined by subtracting net tangible book value per ordinary share as adjusted from the initial public offering price per ordinary share.

Without taking into account any other changes in such net tangible book value after December 31, 2020, other than to give effect to (i) the conversion of all of our preferred shares into ordinary shares on a one-to-one basis which will occur automatically immediately prior to the completion of this offering and (ii) our issuance and sale of ordinary shares represented by the ADSs offered in this offering at an assumed initial public offering price of US\$ per ADS, the midpoint of the estimated initial public offering price range set forth on the front cover of this prospectus, 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 approximately US\$ million, or US\$ per ordinary share and US\$ per ADS, to existing shareholders and an immediate dilution in net tangible book value of US\$ per ordinary share, or US\$ per ADS, to purchasers of ADSs in this offering. The following table illustrates such dilution:

Initial public offering price per ordinary share	US\$
Net tangible book value per ordinary share as of December 31, 2020	US\$
Pro forma net tangible book value per ordinary share after giving effect to the automatic conversion of all of our outstanding Series A preferred shares, Series B preferred shares, Series C preferred shares and Series D preferred shares	US\$
Pro forma net tangible book value per ordinary share as adjusted to give effect to the automatic conversion of all of our outstanding Series A preferred shares, Series B preferred shares, Series C preferred shares and Series D preferred shares and this offering	US\$
Amount of dilution in net tangible book value per ordinary share to new investors in this offering	US\$
Amount of dilution in net tangible book value per ADS to new investors in this offering	US\$

The pro forma information discussed above is illustrative only.

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The following table summarizes, on a pro forma basis as of December 31, 2020, the differences between the existing shareholders and the new investors with respect to the number of ordinary shares purchased from us in this offering, the total consideration paid and the average price per ordinary share paid at the initial public offering price of US\$ per ADS, the midpoint of the estimated initial public offering price range set forth on the front cover of this prospectus, before deducting underwriting discounts and commissions and estimated offering expenses. The total number of ordinary shares does not include the ordinary shares underlying the ADSs issuable upon the exercise of the over-allotment option granted to the underwriters.

	<u>Ordinary shares Purchased</u>		<u>Total Consideration</u>		<u>Average Price</u>	<u>Average Price</u>
	<u>Number</u>	<u>Percent</u>	<u>Amount (in</u> <u>thousands of</u> <u>US\$)</u>	<u>Percent</u>	<u>Per Ordinary</u> <u>Share</u> <u>US\$</u>	<u>Per ADS</u> <u>US\$</u>
Existing shareholders						
New investors						
Total						

ENFORCEABILITY OF CIVIL LIABILITIES

Cayman Islands

We were incorporated in the Cayman Islands in order to enjoy the following benefits:

- 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 following:

- 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; 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.

Substantially all of our operations are conducted in China, and substantially all of our assets are located in China. A majority of our directors and executive officers are nationals or residents of jurisdictions other than the United States and a substantial portion 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 persons, 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 _____ as our agent upon whom process may be served in any action brought against us under the securities laws of the United States.

Walkers (Hong Kong), our counsel as to Cayman Islands law, and Global Law Office, our counsel as to PRC law, have advised us, respectively, that there is uncertainty as to whether the courts of the Cayman Islands and China, respectively, 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.

Walkers (Hong Kong) has informed us that it is uncertain whether the courts of the Cayman Islands will allow shareholders of our company to originate actions in the Cayman Islands based upon securities laws of the United States. In addition, there is uncertainty with regard to Cayman Islands law related to whether a judgment obtained from the U.S. courts under civil liability provisions of U.S. securities laws will be determined by the courts of the Cayman Islands as penal or punitive in nature. If such a determination is made, the courts of the Cayman Islands will not recognize or enforce the judgment against a Cayman Islands company, such as our company. As the courts of the Cayman Islands have yet to rule on making such a determination in relation to judgments obtained from U.S. courts under civil liability provisions of U.S. securities laws, it is uncertain whether such judgments would be enforceable in the Cayman Islands. Walkers (Hong Kong) has informed us

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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), a judgment obtained in such jurisdiction will be recognized and enforced in the courts of the Cayman Islands at common law, without any reexamination of the merits of the underlying dispute, by an action commenced on the foreign judgment debt in the Grand Court of the Cayman Islands, provided such judgment (i) is given by a foreign court of competent jurisdiction, (ii) imposes on the judgment debtor a liability to pay a liquidated sum for which the judgment has been given, (iii) is final, (iv) is not in respect of taxes, a fine or a penalty, and (v) 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.

PRC

We have been advised by Global Law Office, our PRC legal counsel, that there is uncertainty as to whether the courts of the PRC would enforce judgments of United States courts or Cayman courts obtained against us or these persons predicated upon the civil liability provisions of the United States federal and state securities laws. Global Law Office has further advised us that the recognition and enforcement of foreign judgments are provided for under PRC Civil Procedures Law. PRC courts may recognize and enforce foreign judgments in accordance with the requirements of PRC Civil Procedures Law based either on treaties between China and the country where the judgment is made or on reciprocity between jurisdictions. China does not have any treaties or other form of 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 us in the PRC, 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. However, it would be difficult for foreign shareholders to establish sufficient nexus to the PRC by virtue only of holding the ADSs or ordinary shares.

OUR HISTORY AND CORPORATE STRUCTURE

Our Corporate History

We are an exempted company with limited liability incorporated in the Cayman Islands. We commenced our operations in 2011 through Jiangsu Yunxuetang Network Technology Co., Ltd., or Yunxuetang Network.

In April 2007, CEIBS Publishing Group Limited, or CEIBS PG, was incorporated under the laws of Hong Kong. CEIBS PG commenced its operation in 2007 through Shanghai China Europe International Culture Communication Co., Ltd., or Shanghai China Europe, and Shanghai Fenghe Culture Communication Co., Ltd., or Shanghai Fenghe.

In August 2008, Fenghe Enterprise Management Consulting (Shanghai) Co., Ltd., or Fenghe Consulting, was incorporated in the PRC. Fenghe Consulting is currently a wholly-owned subsidiary of CEIBS PG.

In January 2017, UNICENTURY GROUP HOLDING LIMITED, our current ultimate holding company, was incorporated under the laws of the Cayman Islands. In June 2021, we renamed our holding company to YXT.COM GROUP HOLDING LIMITED.

In February 2017, YXT.COM (HK) Limited (formerly known as Unicentury (HK) Limited), currently a wholly-owned subsidiary of YXT.COM GROUP HOLDING LIMITED, was incorporated under the laws of Hong Kong.

In August 2017, Yunxuetang Information Technology (Jiangsu) Co., Ltd., or Yunxuetang Information, was incorporated in the PRC. Yunxuetang Information is currently a wholly-owned subsidiary of YXT.COM (HK) Limited.

In June 2020, we acquired 60% equity interest in CEIBS PG. YXT.COM GROUP HOLDING LIMITED currently holds 39% and 21% equity interest in CEIBS PG through two wholly-owned subsidiaries, Digital B-School China Limited and CEIBS Management Limited, respectively. Since the date of the acquisition, we have consolidated its financial data into our results of operations.

Yunxuetang Information entered into a series of contractual arrangements, as amended and restated, with Yunxuetang Network and its shareholders, through which we obtained control over Yunxuetang Network and its subsidiaries. In addition, Fenghe Consulting entered into a series of contractual arrangements, as amended and restated, with Shanghai China Europe and Shanghai Fenghe and their respective shareholders, through which we obtained control over Shanghai China Europe and Shanghai Fenghe and their respective subsidiaries.

As a result, we are regarded as the primary beneficiary of Yunxuetang Network, Shanghai China Europe, Shanghai Fenghe and their subsidiaries. We treat them as our consolidated affiliated entities under U.S. GAAP, and have consolidated the financial results of these entities in our consolidated financial statements in accordance with U.S. GAAP. We refer to each of Yunxuetang Information and Fenghe Consulting as our wholly foreign owned entity, or WFOE, and to each of Yunxuetang Network, Shanghai China Europe and Shanghai Fenghe as our variable interest entity, or VIE, in this prospectus. For more details and risks related to our variable interest entity structure, please see “—Contractual Arrangements with our VIEs and Their Shareholders” and “Risk Factors—Risks Related to Our Corporate Structure.”

Our Corporate Structure

The following chart shows our corporate structure after giving effect to the contemplated issuance and sale of ordinary shares in this offering, assuming no exercise of the underwriters' over-allotment option.



Contractual Arrangements with Our VIEs and Their Shareholders

We are a company registered in the Cayman Islands. Yunxuetang Information and Fenghe Consulting, our PRC subsidiaries, are considered foreign-invested enterprises. Yunxuetang Information maintains a series of contractual arrangements with Yunxuetang Network as well as its shareholders. Fenghe Consulting maintains two series of contractual arrangements with Shanghai China Europe and Shanghai Fenghe as well as their respective shareholders. As a result of these contractual arrangements, we exert effective control over, and are considered the primary beneficiary of, our VIEs and consolidate their operating results in our financial statements under the U.S. GAAP.

The following is a summary of the contractual arrangements by and among Yunxuetang Information, Yunxuetang Network and the shareholders of Yunxuetang Network, the contractual arrangements by and among Fenghe Consulting, Shanghai China Europe and the shareholders of Shanghai China Europe, and the contractual arrangements by and among Fenghe Consulting, Shanghai Fenghe and the shareholders of Shanghai Fenghe. For the complete text of these contractual arrangements, please see the copies filed as exhibits to the registration statement filed with the SEC of which this prospectus forms a part.

In the opinion of Global Law Office, our PRC legal counsel, the contractual arrangements described below are valid, binding and enforceable under current PRC law. However, these contractual arrangements may not be as effective in providing control as direct ownership. There are substantial uncertainties regarding the interpretation and application of current or future PRC laws and regulations. We have been further advised by our PRC legal counsel that if the PRC government finds that the agreements that establish the structure for operating our value-added telecommunication services and related business do not comply with PRC government restrictions on foreign investment in such businesses, we could be subject to severe penalties including being prohibited from continuing operations. For a description of the risks related to these contractual arrangements and our corporate structure, please see "Risk Factors—Risks Related to Our Corporate Structure."

Exclusive Technology and Consulting Service Agreements

Under the exclusive technology and consulting service agreements among Yunxuetang Information and Yunxuetang Network, Yunxuetang Information has agreed to provide the following services to Yunxuetang Network:

- the product development and research;
- the website design and the design, installation, testing and maintenance of network system;
- the database support and software services;
- the consultancy services including economy consultancy, project investment consultancy, technology information consultancy and enterprise management consultancy;
- the orientation and on-the-job trainings to technical staff;
- the technology development, consultancy and transfer services;
- the design of short-to-medium term market development plan; and
- other related technology services.

Yunxuetang Network has agreed to pay quarterly service fee to Yunxuetang Information for an amount equal to 100% of its pre-tax profit. The agreement continues to be effective unless it is terminated by written notice of Yunxuetang Information or according to the provisions in the agreement. Unless otherwise required by applicable laws, Yunxuetang Network shall not have any right to terminate the exclusive technology and consulting service agreement in any event.

Each of the exclusive technology and consulting service agreement between Fenghe Consulting and Shanghai China Europe and the exclusive technology and consulting service agreement between Fenghe Consulting and Shanghai Fenghe contains terms substantially similar to the exclusive technology and consulting service agreement described above.

Equity Interest Pledge Agreements

Under the equity interest pledge agreement among Yunxuetang Information, Yunxuetang Network and the shareholders of Yunxuetang Network, each of the shareholders of Yunxuetang Network pledged his or her respective equity interest in Yunxuetang Network to Yunxuetang Information to secure his or her obligations under the exclusive technology and consulting service agreement, exclusive option agreement and power of attorney agreement. Each of the shareholders of Yunxuetang Network further agreed to not transfer or pledge his or her respective equity interest in Yunxuetang Network without the prior written consent of Yunxuetang Information. Each of the equity pledge agreement shall remain binding until the respective pledger, as the case may be, discharges all his or her obligations under the above-mentioned agreements. As the date of this prospectus, the equity pledges under the equity interest pledge agreement have been registered with competent PRC regulatory authority.

Each of the equity interest pledge agreement between Fenghe Consulting, Shanghai China Europe and the shareholders of Shanghai China Europe, and the equity interest pledge agreement between Fenghe Consulting, Shanghai Fenghe and the shareholders of Shanghai Fenghe contains terms substantially similar to the equity interest pledge agreement described above.

Exclusive Option Agreements

Under the exclusive option agreement among Yunxuetang Information, Yunxuetang Network and the shareholders, each of the shareholders of Yunxuetang Network granted Yunxuetang Information an exclusive

option to purchase all or a portion of his or her respective equity interest in Yunxuetang Network at a price equal to the minimum amount of consideration permitted by applicable PRC law. Each of Yunxuetang Network and its shareholders agreed not to transfer, mortgage or permit any security interest to be created on any equity interest in Yunxuetang Network unless otherwise specified under the applicable exclusive technology and consulting service agreement, equity interest pledge agreement and power of attorney agreement. Each exclusive purchase option agreement shall remain in effect until all of the equity interests in Yunxuetang Network have been acquired by Yunxuetang Information.

Each of the exclusive option agreement between Fenghe Consulting, Shanghai China Europe and the shareholders of Shanghai China Europe, and the exclusive option agreement between Fenghe Consulting, Shanghai Fenghe and the shareholders of Shanghai Fenghe contains terms substantially similar to the exclusive option agreement described above.

Power of Attorney Agreements

Pursuant to the power of attorney agreement among Yunxuetang Information, Yunxuetang Network and the shareholders of Yunxuetang Network, each of the shareholders of Yunxuetang Network irrevocably appointed Yunxuetang Information as their exclusive agent and attorney to act on their behalf on all shareholder matters of Yunxuetang Network and exercise all rights as shareholders of Yunxuetang Network. This power of attorney agreement shall remain valid during a period of ten (10) years, unless the applicable exclusive technology and consulting service agreement, equity interest pledge agreement and exclusive option agreement are terminated or the shareholders cease to be shareholders of Yunxuetang Network.

Each of the power of attorney agreement between Fenghe Consulting, Shanghai China Europe and the shareholders of Shanghai China Europe, and the power of attorney agreement between Fenghe Consulting, Shanghai Fenghe and the shareholders of Shanghai Fenghe contains terms substantially similar to the power of attorney agreement described above.

Spousal Consents

Each of the spouses of the applicable individual shareholders of Yunxuetang Network has signed a spousal consent. Under the spousal consent, the signing spouse undertook not to make any assertions in connection with the equity interests in Yunxuetang Network held by his or her spouse. Moreover, the spouse agreed that the disposition of the equity interest in Yunxuetang Network which is held by and registered under the name of his or her spouse shall be made pursuant to the above-mentioned technology and consulting service agreement, equity interest pledge agreement, exclusive option agreement and power of attorney agreement, as amended from time to time. In addition, in the event that any of them obtains any equity interest in Yunxuetang Network held by their respective spouses for any reason, such spouse agreed to be bound by similar obligations and agreed to enter into similar contractual arrangements.

SELECTED CONSOLIDATED FINANCIAL DATA

The following summary consolidated statements of operations for the years ended December 31, 2019 and 2020, summary consolidated balance sheet data as of December 31, 2019 and 2020 and summary consolidated cash flow data for the years ended December 31, 2019 and 2020 have been derived from audited consolidated financial statements included elsewhere in this prospectus. Our consolidated financial statements are prepared and presented in accordance with accounting principles generally accepted in the United States of America, or 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 summary consolidated statements of operations for the years ended December 31, 2019 and 2020.

	2019		For the Year Ended December 31,					
			2020			Pro Forma (1) Unaudited		
	RMB	%	RMB	US\$	%	RMB	US\$	%
	(in thousands, except for percentages)							
Revenues								
Corporate learning solutions (2)	120,844	91.2	232,256	35,595	98.5	270,576	41,468	97.4
Others	11,641	8.8	3,566	546	1.5	7,246	1,110	2.6
Total revenues	132,485	100	235,822	36,141	100.0	277,822	42,578	100.0
Cost of revenues	(58,819)	(44.4)	(88,029)	(13,491)	(37.3)	(99,184)	(15,201)	(35.7)
Gross profit	73,666	55.6	147,793	22,650	62.7	178,638	27,377	64.3
Operating expenses								
Sales and marketing expenses	(124,751)	(94.2)	(187,043)	(28,666)	(79.3)	(205,644)	(31,516)	(74.0)
Research and development expenses	(64,249)	(48.5)	(109,239)	(16,742)	(46.3)	(118,478)	(18,158)	(42.6)
General and administrative expenses	(41,455)	(31.3)	(67,650)	(10,368)	(28.7)	(78,304)	(12,000)	(28.2)
Total operating expenses	(230,455)	(174.0)	(363,932)	(55,776)	(154.3)	(402,426)	(61,674)	(144.8)
Other operating income	2,087	1.6	2,713	416	1.2	3,682	564	1.3
Loss from operations	(154,702)	(116.8)	(213,426)	(32,710)	(90.5)	(220,106)	(33,733)	(79.2)
Interest income/(expense), net	41	—	(261)	(40)	(0.1)	(93)	(14)	—
Investment income	34	—	1,521	233	0.6	2,498	383	0.9
Foreign exchange gain/(loss), net	107	0.1	(2,307)	(354)	(1.0)	(2,252)	(345)	(0.8)
Change in fair value of derivative liabilities	(29,674)	(22.4)	(55,883)	(8,564)	(23.7)	(55,883)	(8,564)	(20.1)
Loss before income tax expenses	(184,194)	(139.0)	(270,356)	(41,435)	(114.6)	(275,836)	(42,273)	(99.3)
Income tax benefit	—	—	5,301	812	2.2	6,463	990	2.3
Net loss	(184,194)	(139.0)	(265,055)	(40,623)	(112.4)	(269,373)	(41,283)	(97.0)
Foreign currency translation adjustment, net of nil tax	(675)	(0.5)	(15,654)	(2,399)	(6.6)	(15,530)	(2,380)	(5.6)
Total comprehensive loss	(184,869)	(139.5)	(280,709)	(43,022)	(119.0)	(284,903)	(43,663)	(102.6)
Less: total comprehensive loss attributable to non-controlling interests shareholders	1,957	1.5	6,705	1,028	2.8	8,432	1,292	3.0
Total comprehensive loss attributable to YXT.COM Group Holding Limited	(182,912)	(138.0)	(274,004)	(41,994)	(116.2)	(276,471)	(42,371)	(99.6)
Net loss attributable to ordinary shareholders of YXT.COM Group Holding Limited	(257,077)	(194.0)	(709,122)	(108,679)	(300.7)	(711,713)	(109,075)	(256.2)
Weighted average number of ordinary shares								
—Basic and diluted	56,179,775		52,575,154	52,575,154		52,575,154	52,575,154	
Net loss per share attributable to ordinary shareholders of YXT.COM Group Holding Limited	(4.58)		(13.49)	(2.07)		(13.54)	(2.07)	

Notes: (1) The consolidated statements of comprehensive loss data for 2020 are adjusted on an unaudited pro forma basis to present the combined historical results of operations of us and CEIBS PG as if the combination had occurred as of January 1, 2020. The unaudited pro forma condensed combined financial information includes the following adjustments related to the combination made to: (i) amortization of intangible assets as a result of measuring acquired assets at fair value and deferred revenue fair

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value adjustment, (ii) elimination of inter-company transactions, (iii) income tax effect of pro forma adjustments based on the statutory tax rates, and (iv) attribution to the non-controlling interests

(2) Corporate learning solution revenue includes subscription based revenue and non-subscription based revenue.

Unaudited pro forma basic and diluted net loss per share was computed to give effect to the automatic conversion of all issued and outstanding convertible redeemable preferred shares into 105,542,427 ordinary shares immediately prior to the completion of this offering, using the “if converted” method as if the conversion and reclassification had occurred as of the beginning of the year.

The following table presents the reconciliations (i) from net loss per share attributable to ordinary shareholders to pro forma net loss per share attributable to ordinary shareholders, and (ii) from weighted average ordinary shares outstanding to pro forma weighted average ordinary shares outstanding.

	Year ended December 31, 2020
Numerator	
Net loss attributable to ordinary shareholders	(709,122)
Pro forma adjustment for conversion of preferred shares—accretion of convertible redeemable preferred shares	302,811
Pro forma adjustment for conversion of preferred shares—deemed dividend to preferred shareholders due to modifications and re-designation	147,961
Pro forma adjustment for combined effects of 1) change in fair value of derivative liabilities and 2) automatic conversion of these shares	55,883
Numerator for pro forma basic and diluted loss per share	(202,467)
Denominator	
Weighted average number of ordinary shares used in computing net loss per share	52,575,154
Pro forma effect of conversion of preferred shares	105,542,427
Denominator for pro forma basic and diluted loss per share	158,117,581
Pro forma net loss per share, basic and diluted	(1.28)

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

	As of December 31,		
	2019	2020	
	RMB	RMB	US\$
	(in thousands)		
Summary Consolidated Balance Sheet Data:			
Cash and cash equivalents	47,704	195,198	29,915
Short-term investments	—	331,522	50,809
Accounts receivable, net	13,074	24,288	3,722
Prepaid expenses and other current assets	11,340	32,403	4,966
Total current assets	72,118	583,411	89,412
Total assets	91,115	888,114	136,110
Total current liabilities	197,295	416,496	63,833
Total liabilities	213,922	470,976	72,182
Total mezzanine equity	467,812	1,623,787	248,856
Total shareholders' deficit	(590,619)	(1,206,649)	(184,928)
Total liabilities, mezzanine equity and shareholders' deficit	91,115	888,114	136,110

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The following table presents our summary consolidated cash flow data for the years ended December 31, 2019 and 2020.

	For the Year Ended December 31,		
	2019	2020	
	RMB	RMB	US\$
	(in thousands)		
Net cash used in operating activities	(127,832)	(149,936)	(22,979)
Net cash used in investing activities	(1,979)	(334,620)	(51,283)
Net cash generated from financing activities	9,000	648,891	99,447
Effect of exchange rate changes on cash and cash equivalents	(675)	(16,841)	(2,581)
Net (decrease)/increase in cash and cash equivalents	(121,486)	147,494	22,604
Cash and cash equivalents at beginning of the year	169,190	47,704	7,311
Cash and cash equivalents at end of the year	47,704	195,198	29,915

Non-GAAP Financial Measures

We also review certain non-GAAP measures, including contribution margin, adjusted net loss, adjusted net loss margin, adjusted EBITDA and adjusted EBITDA margin, to evaluate our business, measure our performance and profitability, identify trends affecting our business, formulate business plans and make strategic decisions. The presentation of these non-GAAP financial measures is not intended to be considered in isolation or as a substitute for the financial information prepared and presented in accordance with U.S. GAAP. We present these non-GAAP financial measures because they are used by our management to evaluate our operating performance and formulate business plans. We also believe that the use of these non-GAAP measures facilitates investors' assessment of our operating performance.

These non-GAAP financial measures are not defined under U.S. GAAP and are not presented in accordance with U.S. GAAP. These non-GAAP financial measures have limitations as analytical tools. One of the key limitations of using these non-GAAP financial measures is that they do not reflect all items of income and expense that affect our operations. Further, these non-GAAP measures may differ from the non-GAAP information used by other companies, including peer companies, and therefore their comparability may be limited.

Contribution Margin

We define contribution as the revenues less the adjusted cost of revenues and the variable portion of compensation to sales personnel in relations to sales performance. Adjusted cost of revenues excludes from cost of revenues (i) the depreciation and amortization costs, and (ii) the fixed portion of compensation. We define contribution margin as a percentage of contribution bearing to the revenues. Contribution margin demonstrates the profitability that we generate after costs for every incremental sales on average. Accordingly, we believe that contribution margin provides useful information to investors in understanding and evaluating our operating results in the same manner as our management and board of directors.

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The following table sets forth the contribution margin of our business for the periods indicated:

	For the Year Ended December 31,				
	2019	2020		2020	
	RMB	Actual RMB	Actual US\$	Pro Forma(1) Unaudited RMB	Pro Forma(1) Unaudited US\$
		(in thousands, except for percentages)			
Revenues	132,485	235,822	36,141	277,822	42,578
Cost of revenues	(58,819)	(88,029)	(13,491)	(99,184)	(15,201)
Less: depreciation and amortization costs	(306)	(5,253)	(805)	(5,253)	(805)
Less: fixed portion of compensation	(18,791)	(32,850)	(5,034)	(33,595)	(5,149)
Adjusted cost of revenues	(39,722)	(49,926)	(7,652)	(60,336)	(9,247)
Variable portion of compensation to sales personnel	(23,944)	(38,891)	(5,960)	(42,875)	(6,571)
Contribution	68,819	147,005	22,529	174,611	26,760
Contribution margin	51.9%	62.3%	62.3%	62.8%	62.8%

Notes: (1) The consolidated statements of comprehensive loss data for 2020 are adjusted on an unaudited pro forma basis to present the combined historical results of operations of us and CEIBS PG as if the combination had occurred as of January 1, 2020.

Our contribution margin increased from 51.9% in 2019 to 62.3% in 2020, primarily driven by (i) increased subscription revenues with higher gross margin, (ii) increased portion of self-developed content with higher gross margin, and (iii) our improved operation efficiency and the economies of scale as a result of our continued business growth.

Adjusted Net Loss and Adjusted EBITDA

We define adjusted net loss as net loss excluding amortization of incremental intangible assets resulting from business combination, share-based compensation and change in fair value of derivative liabilities. Adjusted net loss margin represents adjusted net loss as a percentage of total revenues. We define adjusted EBITDA as net loss excluding interest, taxes, depreciation and amortization, share-based compensation and changes in fair value of derivative liabilities. Adjusted EBITDA margin represents adjusted EBITDA as a percentage of total revenues.

We reconcile these non-GAAP financial measures to the nearest U.S. GAAP performance measure, all of which should be considered when evaluating our performance. We encourage you to review our financial information in its entirety and not rely on a single financial measure.

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The following tables reconcile our adjusted net loss, adjusted net loss margin, adjusted EBITDA and adjusted EBITDA margin for the periods indicated, to the most directly comparable financial measure calculated and presented in accordance with U.S. GAAP, which are net loss and net loss margin:

	For the Year Ended December 31,				
	2019	2020			
	RMB	Actual		Pro Forma Unaudited(1)	
	RMB	US\$	RMB	US\$	
	(in thousands, except for percentages)				
Net Loss	(184,194)	(265,055)	(40,623)	(269,373)	(41,283)
Adjustments:					
Amortization of incremental intangible assets resulting from business combination(2)	—	9,120	1,398	18,240	2,795
Share-based compensation	—	—	—	—	—
Change in fair value of derivative liabilities	29,674	55,883	8,564	55,883	8,564
Adjusted net loss	(154,520)	(200,052)	(30,661)	(195,250)	(29,924)
Adjustments:					
Interest income	263	1,347	206	1,515	232
Interest expenses	(222)	(1,608)	(246)	(1,608)	(246)
Income tax expense	—	(5,301)	(812)	(6,463)	(990)
Depreciation and amortization(3)	2,030	4,660	714	5,257	806
Adjusted EBITDA	(152,449)	(200,954)	(30,799)	(196,550)	(30,122)
Net loss margin	(139.0)%		(112.4)%		(97.0)%
Adjusted net loss margin	(116.6)%		(84.8)%		(70.3)%
Adjusted EBITDA margin	(115.1)%		(85.2)%		(70.7)%

Notes: (1) The consolidated statements of comprehensive loss data for 2020 are adjusted on an unaudited pro forma basis to present the combined historical results of operations of us and CEIBS PG as if the combination had occurred as of January 1, 2020. For details, see “Unaudited Pro Forma Condensed Combined Statement of Comprehensive Loss.”

(2) Amortization of incremental value of CEIBS PG’s intangible assets resulting from business combination is allocated as follows:

	For the Year Ended December 31,				
	2019	2020			
	RMB	Actual		Pro Forma Unaudited	
	RMB	US\$	RMB	US\$	
	(in thousands)				
Cost of revenues	—	3,510	538	7,020	1,075
Sales and marketing expenses	—	3,710	569	7,420	1,138
General and administrative expenses	—	1,900	291	3,800	582

(3) Depreciation and amortization excludes amortization of incremental intangible assets resulting from business combination

Unaudited Pro Forma Condensed Combined Statement of Comprehensive Loss

On June 24, 2020, we acquired CEIBS Publishing Group, or CEIBS PG, for a total purchase consideration of RMB198.7 million. Since the date of the acquisition, we have held 60% of the shares of CEIBS PG and have consolidated its financial data into our results of operations.

The unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X, as amended by the final rule, Release No. 33-10786 “Amendments to Financial

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Disclosures about Acquired and Disposed Businesses.” The following unaudited pro forma condensed combined statement of comprehensive loss for the year ended December 31, 2020 is based on the Company’s historical consolidated statement of comprehensive loss and CEIBS PG’s historical consolidated statement of comprehensive loss as adjusted to give effect to the acquisition of CEIBS PG. The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2020 combines the audited consolidated statement of operations of us for the year ended December 31, 2020 with CEIBS PG’s unaudited consolidated statement of operations for the years ended December 31, 2020 and gives effect to the acquisition of CEIBS PG as if it had occurred on January 1, 2020. These pro forma results exclude the presentation of a pro forma consolidated combined balance sheet. We have presented a December 31, 2020 audited consolidated balance sheet in our consolidated financial statements, which reflects the actual balance sheets impacts of the acquisition of CEIBS PG.

The unaudited pro forma condensed combined statement of comprehensive loss does not necessarily reflect what the combined company’s results of operations would have been had the acquisition occurred on the date indicated. It also may not be useful in predicting the future financial condition and results of operations of the combined company. The actual results of operations may differ significantly from the pro forma amounts reflected herein due to a variety of factors.

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Our historical financial statements and the historical financial statements of CEIBS PG are included elsewhere in this prospectus and the unaudited pro forma condensed combined statement of comprehensive loss should be read in conjunction with those financial statements and notes.

	Year Ended December 31, 2020				
	YXT.COM GROUP HOLDING LIMITED Historical	CEIBS PG Historical (Unaudited)	Transaction Accounting Adjustments (Unaudited) (RMB in thousands)	Note	Pro Forma Combined (Unaudited)
Revenues					
Corporate learning solutions	199,538	79,015	(7,977)	3(i)&(ii)	270,576
Others	3,567	3,679	—		7,246
Total revenues	203,105	82,694	(7,977)		277,822
Cost of revenues	(73,710)	(18,454)	(7,020)	3(i)	(99,184)
Gross profit	129,395	64,240	(14,997)		178,638
Operating expenses					
Sales and marketing expenses	(166,627)	(33,106)	(5,911)	3(i)&(ii)	(205,644)
Research and development expenses	(99,861)	(18,617)	—		(118,478)
General and administrative expenses	(55,293)	(19,211)	(3,800)	3(i)	(78,304)
Total operating expenses	(321,781)	(70,934)	(9,711)		(402,426)
Other operating income	1,677	2,005	—		3,682
Loss from operations	(190,709)	(4,689)	(24,708)		(220,106)
Interest (expenses)/income, net	(412)	319	—		(93)
Investment income	624	1,874	—		2,498
Foreign exchange losses—net	(1,913)	(339)	—		(2,252)
Change in fair value of derivative liabilities	(55,883)	—	—		(55,883)
Loss before income tax expenses	(248,293)	(2,835)	(24,708)		(275,836)
Income tax benefit	—	286	6,177	3(iii)	6,463
Net loss	(248,293)	(2,549)	(18,531)		(269,373)
Less: net income attributable to non-controlling interests shareholders	—	—	8,432	3(iv)	8,432
Net loss attributable to YXT.COM GROUP HOLDING LIMITED	(248,293)	(2,549)	(10,099)		(260,941)
Weighted average number of ordinary shares—basic and diluted					52,575,154
Net loss per share attributable to ordinary shareholders of YXT.com Group Limited					(13.54)

Notes to Unaudited Pro Forma Condensed Combined Financial Information

1. Description of the Merger

On June 24, 2020, we acquired CEIBS Publishing Group, or CEIBS PG, for a total purchase consideration of RMB198.7 million. Since the date of the acquisition, we have held 60% of the shares of CEIBS PG and have consolidated its financial data into our results of operations.

2. Basis of Presentation

The unaudited pro forma condensed combined statement of comprehensive loss for the year ended December 31, 2020 are based on the Company's historical consolidated statement of comprehensive loss and CEIBS PG's historical consolidated statement of comprehensive loss as adjusted to give effect to the acquisition of CEIBS PG as if it had occurred on January 1, 2020.

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The unaudited pro forma condensed combined statement of comprehensive loss have been prepared for illustrative and informational purposes in accordance with Regulation S-X Article 11, “Pro Forma Financial Information”, as amended by the final rule, Release No. 33-10786 “Amendments to Financial Disclosures About Acquired and Disposed Businesses”, which was adopted by the SEC on May 21, 2020 to illustrate the estimated effects of the merger, including the combination of the historical financial statements of the Company and CEIBS PG, and certain other related transactions and adjustments described below.

The acquisition was accounted for in accordance with ASC 805, Business Combinations. As the acquirer for accounting purposes, the Company has estimated the fair value of CEIBS PG’s assets acquired and liabilities assumed and conformed the accounting policies of CEIBS PG to its own accounting policies.

The unaudited pro forma condensed combined statement of comprehensive loss is presented for illustrative purpose only and is not necessarily indicative of the result of operations that would have actually been reported had the acquisitions occurred on January 1, 2020, nor is it necessarily indicative of the future results of operations of the combined company. The unaudited pro forma condensed combined statement of comprehensive loss reflects certain adjustments, such as amortization and transaction related costs.

The unaudited pro forma condensed combined statement of comprehensive loss does not reflect the realization of any expected cost savings or other synergies from the acquisition of CEIBS PG as a result of restructuring activities and other planned cost savings initiatives following the completion of the acquisition.

3. Notes to Unaudited Pro Forma Condensed Consolidated Statement of Operations

The following pro forma adjustments have been reflected in the unaudited pro forma condensed combined statement of comprehensive loss for the year ended December 31, 2020:

- i. reflects the amortization expense related to the fair value adjustments to the acquired intangible assets of RMB 18.2 million and the amortization revenue related to the fair value adjustments to the deferred revenue of RMB 6.5 million;
- ii. reflects the elimination of inter-company transactions of RMB1.5 million;
- iii. reflects the income tax effect of pro forma adjustments based on the statutory tax rates; and
- iv. reflects the incremental net income attributable to the non-controlling interests of RMB8.4 million.

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 the section entitled "Selected Consolidated Financial Data" and our consolidated financial statements and the related notes included elsewhere in this prospectus. This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results and the timing of events could differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under "Risk Factors" and elsewhere in this prospectus.

Overview

We are a leader and disruptor of the digital corporate learning industry in China, a market with massive rigid-demand and a total size of RMB60.0 billion in 2020, according to Frost & Sullivan. We have innovated a SaaS model that integrates software and content, effectively assisting customers in the digital transformation of corporate learning. According to Frost & Sullivan, we are the largest digital corporate learning solution provider in China in terms of revenue and number of large and medium-sized corporate customers in 2020.

With our software, we help customers efficiently deploy cloud-based learning platforms at scale. We also offer a broad range of high-quality content, covering the entire corporate learning process of our customers. Such content offerings bring additional monetization opportunities and encourage subscription renewals and upsells. Our comprehensive and highly scalable solutions are suitable for various corporate learning scenarios and can be broadly applied among corporate customers across different industries, scales, and development stages.

We develop our software based on the advanced underlying architecture. Our software can be modularized and customized. We help customers rapidly deploy the intelligent learning platform in a plug-and-play manner. Our highly flexible and configurable software products allow our customers to match the use of our software with their specific business needs. Our software is accessible on both mobile and desktop. In addition, users can also access our software on third-party platforms that we collaborate with, such as Tencent WeCom and Ali DingTalk.

We believe that the well-designed learning paths and targeted content with traceable and quantifiable training results are the core of successful corporate learning solutions and the reason why customers choose us. Our advanced and efficient content development system enables us to deliver stackable content with continuous iteration and optimization. Through the combination of in-house development and external collaboration, we have offered over 10,000 courses covering approximately 20 industries, with a total of over 13,000 learning hours, including approximately 2,900 hours of proprietary courses. Being customer-centric and result-oriented, we spot the common needs of various enterprises through our domain expertise and insights, and developed modular, systematic and scenario-based professional content.

Efficient use of technology underpins our success. Leveraging our coverage of 826 premium customers, who are customers with revenues from subscription based corporate learning solutions of over RMB10,000 in the last month of a given period, in approximately 20 industries, we have accumulated powerful domain expertise and insights across different industries and business scenarios, and constructed systematic labels and knowledge maps. Based on our industry insights and extensive experiences, our personalized recommendation engine then designs suitable learning paths for employees based on their positions and required skills. As a result, our solutions are capable of accurately matching personnel, positions, and courses through personalized recommendation. Our solutions embed key functions such as speech recognition, adaptive learning, intelligent practice partner and AI simulation training, making corporate learning more intelligent and effective. Our powerful domain expertise and insights also fully empower all aspects of customer service and marketing. Through the modeling of customer portraits, market conversion and sales strategy, we have continuously discovered new sales opportunities, expanded corporate customer life cycles and improved marketing efficiency.

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We believe focusing on our customers' success leads to our own success. Our digital and configurable solutions as well as satisfying customer services allow us to establish an excellent reputation in the market and accumulate a large, high-quality, loyal and rapidly growing customer base. Our high-quality customer base includes leading players across many large-scale and high-growth industries, on average covering more than six of the top 20 players in electronic vehicles, real estate, healthcare and catering, according to Frost & Sullivan. Most of the remaining top players in such industries have not adopted third-party digital corporate learning solutions, according to Frost & Sullivan. The number of our subscription customers increased from 1,909 in 2019 to 2,346, on a Yunxuetang standalone basis, and 3,003, on a pro forma basis, in 2020. The number of our premium customers increased from 400 in 2019 to 605, on a Yunxuetang standalone basis, and 826, on a pro forma basis, in 2020. Our premium customers have contributed to 62.3% of our subscription revenue in 2019, and 67.2%, on a Yunxuetang standalone basis, and 69.5%, on a pro forma basis, of our subscription revenue in 2020. In 2020, the net revenue retention rate of our premium customers in terms of subscription revenue was 131.9% on a Yunxuetang standalone basis and 115.3% on a pro forma basis. The net revenue retention rate as of the end of a given period, or the benchmark date of a given period, is a percentage calculated by using (i) the total subscription revenue for the previous period from a group of customers as of the end of the previous period as the denominator, and (ii) the total subscription revenue for the given period from the same group of customers as the numerator. For more information on our pro forma adjustment, see "Unaudited Pro Forma Condensed Combined Statement of Comprehensive Loss."

We have gained considerable business growth. In 2020, our revenue was RMB235.8 million (US\$36.1 million), representing an increase of 78.0% from RMB132.5 million in 2019. Our recurring subscription based corporate learning solutions revenue increased by 95.3% from RMB99.2 million in 2019, representing 74.9% of our total revenue, to RMB193.7 million (US\$29.7 million) in 2020, representing 82.1% of our total revenue. Our gross profit margin increased from 55.6% in 2019 to 62.7% in 2020. We incurred net loss of RMB184.2 million in 2019 and RMB265.1 million (US\$40.6 million) in 2020, and our adjusted net loss has increased from RMB154.5 million in 2019 to RMB200.1 million (US\$30.7 million) in 2020. Our net cash used in operating activities was RMB127.8 million in 2019 and RMB149.9 million (US\$23.0 million) in 2020.

Effect of Acquisition of CEIBS Publishing Group

We have acquired CEIBS Publishing Group, or CEIBS PG, on June 24, 2020. Since the date of the acquisition, we have held 60% of the shares of CEIBS PG and have consolidated its financial data into our results of operations. CEIBS PG mainly offers subscription based corporate learning solutions.

Prior to the acquisition, CEIBS PG had revenues of RMB37.2 million, gross profit of RMB29.6 million, operating expenses of RMB33.2 million and net loss of RMB1.4 million from January 1, 2020 to June 23, 2020, which are not included in our results of operations.

CEIBS PG contributed RMB33.9 million (US\$5.2 million) to our revenues and RMB14.2 million (US\$2.2 million) to our total cost of revenues from June 24, 2020, when we acquired CEIBS PG, to December 31, 2020. For the same period, CEIBS PG had sales and marketing expenses of RMB21.6 million (US\$3.3 million), research and development expenses of RMB9.4 million (US\$1.4 million), and general and administrative expenses of RMB12.5 million (US\$1.9 million). As a result, CEIBS PG incurred operating loss of RMB23.8 million (US\$3.6 million) for the period from June 24, 2020 to December 31, 2020.

As of December 31, 2020, we had RMB164.1 million (US\$25.2 million) of goodwill in connection with our acquisition of CEIBS PG, which represented approximately 18.5% of our total assets. Goodwill is an unidentifiable asset and is not amortized. Goodwill is tested for impairment at the end of the fourth quarter of each year, or earlier if impairment indicators arise. No impairment charge was recognized for the goodwill of CEIBS PG for the year ended December 31, 2020.

After the acquisition, we have been operating CEIBS PG's business as an integral part of our business. We expect that the integration with CEIBS PG will improve the quality and quantity of our content library, expand our customer base and drive the growth of our business.

Key Factors Affecting Our Results of Operations

The following factors are the principal factors that have affected and will continue to affect our business, financial condition, results of operations and prospects.

Expanding Usage by Existing Customers

Our results of operations are highly dependent on the total number of and usages of our solutions by our customers. We have cultivated a large, high-quality, loyal and rapidly growing customer base across various industries, including catering, healthcare, new retail, real estates and manufacturing, among others. We had a total of 2,194 customers in 2019, and 2,897, on a Yunxuetang standalone basis, and 3,572, on a pro forma basis, in 2020. The number of our subscription customers increased from 1,909 in 2019 to 2,346, on a Yunxuetang standalone basis, and 3,003, on a pro forma basis, in 2020. The number of our premium customers increased from 400 in 2019 to 605, on a Yunxuetang standalone basis, and 826, on a pro forma basis, in 2020. We have fostered strong loyalty with existing customers as a result of the high quality SaaS solutions offered by us, effectively addressing their needs. We believe that there are significant opportunities for growth with many of our existing customers. Our high-quality content offerings bring additional monetization opportunities and encourage subscription renewals and upsells. As a result, the net revenue retention rate of our premium customers in terms of subscription revenue was 131.9% on a Yunxuetang standalone basis and 115.3% on a pro forma basis in 2020.

Acquisition of New Customers

To acquire new customers, we need to continue to invest in sales and marketing, penetrate into more industry verticals and attract more customers, and to further promote our brand image and recognition in China's corporate learning industry. Our in-house sales and marketing team will focus on first- and second-tier cities, and we will cooperate with channel partners to reach to more enterprises in lower-tier cities. Our operating results and growth prospects will depend in part on our ability to attract new customers.

Optimizing Product Offering Mix

Our ability to manage our product offering mix affects our results of operations, especially our overall profit margin. For example, our subscription based corporate learning solutions typically carry higher gross margins as compared to other solutions, and our self-developed content typically carry higher gross margins as compared to content developed by third-party content partners. To improve our overall profitability and achieve higher financial scalability, we will need to continue to shift our focus toward subscription based corporate learning solutions with self-developed content. In this regard, we will continue to optimize our software and develop high-quality content. The strong synergies between our software and content will continuously bring monetization opportunities and increase our subscription revenue.

Investment for Growth

We are committed to investing in our future growth. We have invested, and expect to continue to invest in developing content and technology capabilities in order to provide high-quality solutions. We also plan to continue to expand our content library, both self-developed and third-parties developed, to enhance user experience and to attract new customers. We have also made investments, both organically and through acquisitions, to extend our technology capabilities and expand our course library, and expect to continue to do so in the future. Any such investments may incur significant costs in advance of experiencing benefits from such investments.

Controlling Costs and Expenses Effectively

Our profitability depends largely on our ability to manage and control our costs and expenses. We have invested heavily in our sales and marketing efforts to increase sales to existing customers and acquire new customers. We plan to continue to invest in expanding our sales and marketing effort to secure and

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capture additional market share; as a result, we might incur increasing operating expenses as a percentage of our total revenues in the near future. However, as we continue to grow our business, we expect to benefit from economies of scale and achieve additional cost savings in the long run.

Impact of COVID-19

In December 2019, an outbreak of the COVID-19 virus was first identified and began to spread across the globe. While the impact of the ongoing COVID-19 pandemic is severe, widespread, and continues to evolve, it has accelerated the need for online-delivered corporate learning solutions. Organizations have relied and are continuing to rely on online learning to navigate change and innovation, and have experienced the benefits of digital corporate learning solutions such as cost-effectiveness and scalability. As a result, we expect the COVID-19 pandemic will accelerate the development of China's digital corporate learning industry. We believe that, as the market leader, we are well-positioned to capture this opportunity and further grow our business. As the pandemic made remote work and online corporate learning more widespread, it is uncertain what impact the tapering of the COVID-19 pandemic could have on our operating results. The full extent of the impact of the pandemic and its aftermath on our operations, key metrics, and financial performance depends on future developments that are uncertain and unpredictable, including the duration and spread of the pandemic, its impact on capital and financial markets, and any new information that may emerge concerning the severity of the COVID-19 virus.

Key Operating Metrics

We manage our business using the following key operating metrics. We use these metrics to assess the progress of our business, make decisions on where to allocate capital, time and technology investments and assess the near-term and long-term performance of our business.

	For the Year Ended December 31		
	2019	2020	
	Yunxuetang(1)	Yunxuetang(1)	Pro Forma(2)
Number of subscription customers	1,909	2,346	3,003
Number of premium customers	400	605	826
Net revenue retention rates of premium customers	—	131.9%	115.3%

Notes: (1) The key operating data of Yunxuetang in 2019 and 2020 does not include these of CEIBS PG.

(2) The key operating data for 2020 are adjusted on a pro forma basis to present the combined operations of Yunxuetang and CEIBS PG as if the combination had occurred as of January 1, 2020.

While we continue to grow our customers across all sizes, over time, we focus on growing the number of our premium customers to scale our business. Premium customers refers to customers with monthly recurring revenues of over RMB10,000 in the last month of a given period. Our premium customers have contributed to 62.3% of our subscription revenue in 2019, and 67.2%, on a Yunxuetang standalone basis, and 69.5%, on a pro forma basis, of our subscription revenue in 2020. As a result of our business expansion efforts and increasing demands for our solutions, our premium customers increased from 400 in 2019 to 605, on a Yunxuetang standalone basis, and 826, on a pro forma basis, in 2020.

Our ability to maintain long-term revenue growth is in part dependent on our ability to expand customers' usage of our solutions over time and grow revenue generated from existing customers. An important way for us to track our performance in this area is by measuring net revenue retention rate of our premium customers. In 2020, the net revenue retention rate of our premium customers in terms of subscription revenues was 131.9% on a Yunxuetang standalone basis without consolidation of CEIBS PG, demonstrating our strong ability to continue to expand customers' usage of our solutions over time and grow revenue generated from existing customers. On a pro forma basis, the net revenue retention rate of our premium customers was 115.3%. As we continue to integrate the operations and resources of Yunxuetang and CEIBS PG, develop our "content + software"

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solutions, enrich our content offerings and improve our brand awareness and our existing customers' willingness to repurchase, and renewal will further increase.

Key Components of Results of Operations

Revenues

We derive our revenues from two sources, namely (i) corporate learning solution, including both subscription based and non-subscription based solutions, and (ii) others, primarily consisting of sales of customized software and related maintenance services. In 2019 and 2020, we generated total revenues of RMB132.5 million and RMB235.8 million (US\$36.1 million), respectively.

The following table sets forth a breakdown of our total revenues, in absolute amounts and as percentages of total revenues, for the periods indicated:

	2019		For the Year Ended December 31,					
			2020			Pro Forma (I) Unaudited		
	RMB	%	RMB	US\$	%	RMB	US\$	%
	(in thousands, except for percentages)							
Corporate learning solution	120,844	91.2	232,256	35,595	98.5	270,576	41,468	97.4
Subscription based	99,209	74.9	193,677	29,682	82.1	226,226	34,671	81.4
Non-subscription based	21,635	16.3	38,579	5,913	16.4	44,350	6,797	16.0
Others	11,641	8.8	3,566	546	1.5	7,246	1,110	2.6
Total revenues	132,485	100.0	235,822	36,141	100.0	277,822	42,578	100.0

Note: (1) The consolidated statements of comprehensive loss data for 2020 are adjusted on an unaudited pro forma basis to present the combined historical results of operations of us and CEIBS PG as if the combination had occurred as of January 1, 2020. The unaudited pro forma condensed combined financial information includes the following adjustments related to the combination made to: (i) amortization of intangible assets as a result of measuring acquired assets at fair value and deferred revenue fair value adjustment, and (ii) elimination of inter-company transactions.

Corporate Learning Solution

In 2019 and 2020, our revenues from corporate learning solution were RMB120.8 million and RMB232.3 million (US\$35.6 million), representing 91.2% and 98.5% of our total revenues, respectively.

- *Subscription based corporate learning solution.* Revenues from our subscription based corporate learning solution are primarily derived from our digital corporate learning solution delivered through SaaS, including subscription of corporate learning system, personalized e-learning system, teaching tools and online courses. In 2019 and 2020, our subscription revenues were RMB99.2 million and RMB193.7 million (US\$29.7 million) respectively, representing 74.9% and 82.1% of our total revenues. We typically recognize subscription fees as revenue on a straight-line basis through the subscription term. Our pro forma revenues from subscription based corporate learning solution amounted to RMB226.2 million (US\$34.7 million) in 2020, accounting for 81.4% of our pro forma total revenues. We anticipate that our subscription revenues as a percentage of our total revenues in 2021 will continue to increase as part of our strategic focuses.
- *Non-subscription based corporate learning solution.* The non-subscription based solution generated RMB21.6 million and RMB38.6 million (US\$5.9 million) in 2019 and 2020 respectively, representing

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16.3% and 16.4% of our total revenues. Non-subscription based solution primarily includes offline courses and recorded courses. We typically recognize the revenue as services are completed.

Others

Complementary to our corporate learning solution, we also offer customized software and related maintenance services to our customers. The software is installed on-premise at the customers' servers. Revenue generated from other services accounted to RMB11.6 million and RMB3.6 million (US\$0.5 million) in 2019 and 2020 respectively.

Cost of Revenues

Our cost of revenues consists of the costs and expenses that are directly related to providing our products and solutions to our customers. These costs and expenses include staff costs, costs of third-party cloud infrastructures, amortization of online course contents, instructor compensation and other costs. In 2019 and 2020, our costs of revenues were RMB58.8 million and RMB88.0 million (US\$13.5 million), accounting for 44.4% and 37.3% of our total revenues respectively. The following table sets forth the components of cost of revenues, both in absolute amount and as a percentage of revenues, for the periods indicated.

	For the Year Ended December 31,				
	2019		2020		
	RMB	%	RMB	US\$	%
Cost of revenues:					
Staff costs	(21,479)	(16.2)	(33,534)	(5,139)	(14.2)
Costs of third-party cloud infrastructures	(18,078)	(13.6)	(21,838)	(3,347)	(9.3)
Amortization of online course contents	(2,780)	(2.1)	(10,613)	(1,627)	(4.5)
Instructor compensation	(11,352)	(8.6)	(10,656)	(1,633)	(4.5)
Others	(5,130)	(3.9)	(11,388)	(1,745)	(4.8)
Total cost of revenues	(58,819)	(44.4)	(88,029)	(13,491)	(37.3)

	For the Year Ended December 31,				
	2019	2020			
	RMB	Actual	US\$	Pro Forma (1)	Unaudited
		RMB	US\$	RMB	US\$
Cost of revenues	(58,819)	(88,029)	(13,491)	(99,184)	(15,201)

Note: (1) The consolidated statements of comprehensive loss data for 2020 are adjusted on an unaudited pro forma basis to present the combined historical results of operations of us and CEIBS PG as if the combination had occurred as of January 1, 2020. The unaudited pro forma condensed combined financial information includes the following adjustments related to the combination made to: amortization of intangible assets as a result of measuring acquired assets at fair value and deferred revenue fair value adjustment.

We expect our cost of revenues to increase in absolute amount in line with our expansion of business and customer base growth, and to decrease as a percentage of our revenues through economies of scale and improvement of operation efficiency.

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Gross Profit

Gross profit is equal to our total revenues less cost of revenues. Gross profit as a percentage of our total revenues is referred to as gross margin. For the years ended December 31, 2019 and 2020, our gross profit was RMB73.7 million and RMB147.8 million (US\$22.7 million) and our gross margin was 55.6% and 62.7%, benefiting from our optimized product mix. In 2020, our pro forma gross profit was RMB178.6 million (US\$27.3 million) and our pro forma gross profit was 64.3%.

	For the Year Ended December 31,				
	2019	2020			
		Actual		Pro Forma (1) Unaudited	
	RMB	RMB	US\$	RMB	US\$
Gross profit	73,666	147,793	22,650	178,638	27,377

(in thousands, except for percentages)

Note: (1) The consolidated statements of comprehensive loss data for 2020 are adjusted on an unaudited pro forma basis to present the combined historical results of operations of us and CEIBS PG as if the combination had occurred as of January 1, 2020. The unaudited pro forma condensed combined financial information includes the following adjustments related to the combination made to: (i) amortization of intangible assets as a result of measuring acquired assets at fair value and deferred revenue fair value adjustment, and (ii) elimination of inter-company transactions.

We expect that our overall gross margin continue to increase in the future, primarily driven by (i) cost reduction caused by economies of scale and increase of operating efficiency, and (ii) our continuous focus on providing subscription based corporate learning solutions with self-developed content.

Operating Expenses

Our operating expenses consist of sales and marketing expenses, research and development expenses and general and administrative expenses. The following table sets forth a breakdown of our operating expenses, in absolute amounts and as percentages of our total revenues, for the periods indicated.

	For the Year Ended December 31,							
	2019		2020					
	RMB	%	Actual		Pro Forma (1) Unaudited			
		RMB	US\$	%	RMB	US\$	%	
			(in thousands, except for percentages)					
Sales and marketing expenses	(124,751)	(94.2)	(187,043)	(28,666)	(79.3)	(205,644)	(31,516)	(74.0)
Research and development expenses	(64,249)	(48.5)	(109,239)	(16,742)	(46.3)	(118,478)	(18,158)	(42.6)
General and administrative expenses	(41,455)	(31.3)	(67,650)	(10,368)	(28.7)	(78,304)	(12,000)	(28.2)
Total operating expenses	(230,455)	(174.0)	(363,932)	(55,776)	(154.3)	(402,426)	(61,674)	(144.8)

Note: (1) The consolidated statements of comprehensive loss data for 2020 are adjusted on an unaudited pro forma basis to present the combined historical results of operations of us and CEIBS PG as if the combination had occurred as of January 1, 2020. The unaudited pro forma condensed combined financial information includes the following adjustments related to the combination made to: (i) amortization of intangible assets as a result of measuring acquired assets at fair value and deferred revenue fair value adjustment, and (ii) elimination of inter-company transactions.

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Sales and marketing expenses. Sales and marketing expenses consist of (i) compensation and incentives paid to sales and marketing staff, (ii) brand marketing and support expenses, and (iii) other expenses. Our sales and marketing expenses were RMB124.8 million and RMB187.0 million (US\$28.7 million) in 2019 and 2020 respectively, accounting for 94.2% and 79.3% of our total revenues in the same periods, respectively. Our pro forma sales and marketing expenses amounted to RMB205.6 million (US\$31.5 million) in 2020, accounting for 74.0% of our pro forma total revenues. The following table sets forth a breakdown of our sales and marketing expenses, in absolute amounts and as percentages of our total revenues, for the periods indicated.

	For the Year Ended December 31,				
	2019		2020		
	RMB	%	RMB	US\$	%
	(in thousands, except for percentages)				
Compensation and incentives	(100,903)	(76.2)	(143,476)	(21,989)	(60.8)
Brand marketing and support	(11,765)	(8.9)	(23,634)	(3,622)	(10.0)
Others	(12,083)	(9.1)	(19,933)	(3,055)	(8.5)
Total sales and marketing expenses	(124,751)	(94.2)	(187,043)	(28,666)	(79.3)

We adopt an efficient marketing strategy to enhance our brand awareness that combines online advertising and offline seminars and marketing events. Our incentive mechanism has enhanced sales efficiency and promoted repurchase. We plan to continue to invest in sales and marketing to promote our brand awareness, retain our existing customers and attract new customers. As a result, we expect our sales and marketing expenses to increase in absolute amount in the foreseeable future.

Research and development expenses. Research and development expenses consist of (i) compensation paid to research and development staff, (ii) content development expenses, (iii) consulting and professional fees, and (iv) other expenses. Our research and development expenses were RMB64.2 million and RMB109.2 million (US\$16.7 million) in 2019 and 2020 respectively, accounting for 48.5% and 46.3% of our total revenues in the same periods, respectively. Our pro forma research and development expenses amounted to RMB118.5 million (US\$18.2 million) in 2020, accounting for 42.6% of our pro forma total revenues. The following table sets forth a breakdown of our research and development expenses, in absolute amounts and as percentages of our total revenues, for the periods indicated.

	For the Year Ended December 31,				
	2019		2020		
	RMB	%	RMB	US\$	%
	(in thousands, except for percentages)				
Compensation	(56,320)	(42.5)	(89,595)	(13,731)	(38.0)
Content development expenses	(44)	(0.0)	(12,094)	(1,853)	(5.1)
Consulting and professional fees	(5,936)	(4.5)	(4,693)	(719)	(2.0)
Others	(1,949)	(1.5)	(2,857)	(439)	(1.2)
Total research and development expenses	(64,249)	(48.5)	(109,239)	(16,742)	(46.3)

We believe that continued investment in research and development is key to our future growth. We expect to continue to invest substantially in research and development of our technology and content to improve user experience, such as adding new contents, features and functionalities to our solutions. Therefore, we expect our research and development expenses to continue to increase in absolute amount in the foreseeable future.

General and administrative expenses. General and administrative expenses consist of (i) compensation paid to administrative staff and management team, (ii) professional fees for external legal, accounting, recruiting and other consulting services, (iii) general office and administrative expenses, including, rent and travel, among others, (iv) depreciation and amortization and (v) other expenses. Our general and administrative expenses were RMB41.5 million and RMB67.7 million (US\$10.4 million) in 2019 and 2020, respectively, accounting for 31.3% and 28.7% of our total revenues in the same periods, respectively. Our pro forma general and administrative

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expenses amounted to RMB78.3 million (US\$12.0 million) in 2020, accounting for 28.2% of our pro forma total revenues. The following table sets forth a breakdown of our general and administrative expenses, in absolute amounts and as percentages of our total revenues, for the periods indicated.

	For the Year Ended December 31,				
	2019		2020		
	RMB	%	RMB	US\$	%
	(in thousands, except for percentages)				
Compensation	(22,259)	(16.8)	(35,063)	(5,374)	(14.9)
Professional fees	(6,053)	(4.6)	(10,846)	(1,662)	(4.6)
General office and administrative expenses	(8,153)	(6.2)	(12,640)	(1,937)	(5.4)
Depreciation and amortization	(1,391)	(1.0)	(4,454)	(683)	(1.9)
Others	(3,599)	(2.7)	(4,647)	(712)	(1.9)
Total general and administrative expenses	(41,455)	(31.3)	(67,650)	(10,368)	(28.7)

We expect our general and administrative expenses to increase in the foreseeable future as we incur additional expenses as a result of operating as a public company. Our operation expenses have increased in absolute numbers from RMB230.5 million in 2019 to RMB363.9 million (US\$55.8 million) in 2020 in accordance with our business growth. However, the operation expenses as a percentage of our revenue has decreased from 174.0% in 2019 to 154.3% 2020. Our pro forma operation expenses amounted to RMB402.4 million (US\$61.7 million) in 2020, accounting for 144.8% of our pro forma total revenues.

We expect our operation expenses as a percentage of our revenues will continue to decrease over the long term, as we benefit from our enhanced brand awareness, improved sales efficiency and economies of scale. Nevertheless, such expenses may fluctuate as a percentage of our revenues from period to period depending on the timing and extent of these expenses and due to seasonality.

Other Operating Income

Our other operating income primarily consists of governmental subsidies including various forms of government financial incentives and preferential tax treatments. In 2019 and 2020, our other operating income amounted to RMB2.1 million and RMB2.7 million (US\$0.4 million) respectively.

Taxation

Cayman Islands

We are incorporated in the Cayman Islands. Under the current law of the Cayman Islands, we are not subject to income or capital gains tax. In addition, dividend payments are not subject to withholding tax in the Cayman Islands.

Hong Kong

Under the current Hong Kong Inland Revenue Ordinance, our subsidiaries incorporated in Hong Kong are subject to a two-tiered profits tax rates regime. Under the two-tiered profits tax rates regime, the first HK\$2 million of profits of the qualifying group entity will be taxed at 8.25%, and profits above HK\$2 million will be taxed at 16.5%.

PRC

Our subsidiaries and consolidated VIEs in China are companies incorporated under PRC law and, as such, are subject to PRC enterprise income tax on their taxable income in accordance with the relevant PRC income

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tax laws. Pursuant to the PRC EIT Law, which became effective on January 1, 2008, a uniform 25% enterprise income tax rate is generally applicable to both foreign-invested enterprises and domestic enterprises, except where a special preferential rate applies. In 2019 and 2020, preferential tax treatment was available to one of our PRC subsidiaries. Jiangsu Yunxuetang Network Technology Co., Ltd. was recognized as a “High-tech Enterprise” in November 2018, which allowed it to apply an income tax rate of 15% during the following three years. The enterprise income tax is calculated based on the entity’s global income as determined under PRC tax laws and accounting standards.

We are subject to VAT at a rate of 6% or 9% on the services we provide and related surcharges. We are also subject to surcharges on VAT payments in accordance with PRC law.

As a Cayman Islands holding company, we may receive dividends from our PRC subsidiaries through YXT.COM (HK) Limited. The PRC EIT Law and its implementing rules provide that dividends paid by a PRC entity to a nonresident enterprise for income tax purposes is subject to PRC withholding tax at a rate of 10%, subject to reduction by an applicable tax treaty with China. Pursuant to the Arrangement between Mainland China and the Hong Kong Special Administrative Region for the Avoidance of Double Taxation and Tax Evasion on Income, the withholding tax rate in respect to the payment of dividends by a PRC enterprise to a Hong Kong enterprise may be reduced to 5% from a standard rate of 10% if the Hong Kong enterprise directly holds at least 25% of the PRC enterprise. Pursuant to the Notice of the State Administration of Taxation on the Issues concerning the Application of the Dividend Clauses of Tax Agreements, or SAT Circular 81, a Hong Kong resident enterprise must meet the following conditions, among others, in order to apply the reduced withholding tax rate: (i) it must be a company; (ii) it must directly own the required percentage of equity interests and voting rights in the PRC resident enterprise; and (iii) it must have directly owned such required percentage in the PRC resident enterprise throughout the 12 months prior to receiving the dividends. In October 2019, the State Administration of Taxation issued Announcement of the State Taxation Administration on Issuing the Measures for Non-resident Taxpayers’ Enjoyment of Treaty Benefits, or SAT Circular 35, which became effective on January 1, 2020. SAT Circular 35 provides that nonresident enterprises are not required to obtain pre-approval from the relevant tax authority in order to enjoy the reduced withholding tax. Instead, nonresident enterprises and their withholding agents may, by self-assessment and on confirmation that the prescribed criteria to enjoy the tax treaty benefits are met, directly apply the reduced withholding tax rate, and file necessary forms and supporting documents when performing tax filings, which will be subject to post-tax filing examinations by the relevant tax authorities. Accordingly, YXT.COM (HK) Limited may be able to benefit from the 5% withholding tax rate for the dividends it receives from its PRC subsidiaries, if it satisfies the conditions prescribed under SAT Circular 81 and SAT Circular 35 and other relevant tax rules and regulations. However, according to SAT Circular 81 and SAT Circular 35, if the relevant tax authorities consider the transactions or arrangements we have are for the primary purpose of enjoying a favorable tax treatment, the relevant tax authorities may adjust the favorable withholding tax in the future.

If our holding company in the Cayman Islands or any of our subsidiaries outside of China were deemed to be a “resident enterprise” under the PRC EIT Law, it would be subject to enterprise income tax on its 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 the ADSs Holders.”

Internal Control over Financial Reporting

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. Our independent registered public accounting firm has not conducted an audit of our internal control over financial reporting.

In the course of auditing our consolidated financial statements as of and for the years ended December 31, 2019 and 2020, we and our independent registered public accounting firm identified the following material

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weaknesses in our internal control over financial reporting and other control deficiencies. As defined in the standards established by the U.S. Public Company Accounting Oversight Board, a “material weakness” is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company’s annual or interim consolidated financial statements will not be prevented or detected on a timely basis.

The material weaknesses identified relate to:

- lack of sufficient competent financial reporting and accounting personnel with appropriate knowledge of U.S. GAAP and financial reporting requirements set forth by the SEC to address complex U.S. GAAP technical accounting issues and to prepare and review consolidated financial statements, including disclosure notes, in accordance with U.S. GAAP and financial reporting requirements set forth by the SEC; and
- lack of formal and effective financial closing policies and procedures, specifically those related to period-end expenses cut-off and accruals.

To remediate the identified material weaknesses, we have adopted and will adopt further measures to improve our internal control over financial reporting, as follows:

- hiring additional qualified resources equipped with relevant U.S. GAAP and SEC reporting experience and qualifications to strengthen the financial reporting function and to set up a financial and system control framework;
- implementing regular and continuous U.S. GAAP accounting and financial reporting training programs for accounting and financial reporting personnel;
- establishing clear roles and responsibilities for accounting and financial reporting staff to address complex accounting issues and to prepare and review consolidated financial statements and related disclosures under U.S. GAAP and SEC reporting requirements; and
- enhancing our financial closing and reporting policies and procedures, and business process level internal controls relevant to the complex accounting issues to ensure that they are properly accounted for in accordance with U.S. GAAP.

We intend to remediate these material weaknesses in multiple phases and expect that we will incur certain costs for implementing our remediation measures. The implementation of these measures, however, may not fully remediate the material weaknesses identified in our internal control over financial reporting, and we cannot conclude that the material weaknesses have been fully remediated. See “Risk Factors—Risks Related to Our Business and Industry—If we fail to implement and maintain an effective system of internal control over financial reporting, we could be unable to timely and accurately report our results of operations, meet our reporting obligations or prevent fraud, and investor confidence and the market price of the ADSs may be materially and adversely affected.”

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 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.

Results of Operations

The following table sets forth a summary of our consolidated results of operations for the periods indicated. This information should be read together with our consolidated financial statements and related notes included elsewhere in this prospectus.

	For the Year Ended December 31,								
	2019		2020						
	RMB	%	Actual		Pro Forma(1) Unaudited		RMB	US\$	%
(in thousands, except for percentages)									
Revenues									
Corporate learning solutions(2)	120,844	91.2	232,256	35,595	98.5	270,576	41,468	97.4	
Others	11,641	8.8	3,566	546	1.5	7,246	1,110	2.6	
Total revenues	132,485	100.0	235,822	36,141	100.0	277,822	42,578	100.0	
Cost of revenues	(58,819)	(44.4)	(88,029)	(13,491)	(37.3)	(99,184)	(15,201)	(35.7)	
Gross profit	73,666	55.6	147,793	22,650	62.7	178,638	27,377	64.3	
Operating expenses									
Sales and marketing expenses	(124,751)	(94.2)	(187,043)	(28,666)	(79.3)	(205,644)	(31,516)	(74.0)	
Research and development expenses	(64,249)	(48.5)	(109,239)	(16,742)	(46.3)	(118,478)	(18,158)	(42.6)	
General and administrative expenses	(41,455)	(31.3)	(67,650)	(10,368)	(28.7)	(78,304)	(12,000)	(28.2)	
Total operating expenses	(230,455)	(174.0)	(363,932)	(55,776)	(154.3)	(402,426)	(61,674)	(144.8)	
Other operating income	2,087	1.6	2,713	416	1.2	3,682	564	1.3	
Loss from operations	(154,702)	(116.8)	(213,426)	(32,710)	(90.5)	(220,106)	(33,733)	(79.2)	
Interest income/(expense), net	41	—	(261)	(40)	(0.1)	(93)	(14)	—	
Investment income	34	—	1,521	233	0.6	2,498	383	0.9	
Foreign exchange gain/(loss), net	107	0.1	(2,307)	(354)	(1.0)	(2,252)	(345)	(0.8)	
Change in fair value of derivative liabilities	(29,674)	(22.4)	(55,883)	(8,564)	(23.7)	(55,883)	(8,564)	(20.1)	
Loss before income tax expenses	(184,194)	(139.0)	(270,356)	(41,435)	(114.6)	(275,836)	(42,273)	(99.3)	
Income tax benefit	—	—	5,301	812	2.2	6,463	990	2.3	
Net loss	(184,194)	(139.0)	(265,055)	(40,623)	(112.4)	(269,373)	(41,283)	(97.0)	
Contribution(3)	68,819	51.9	147,005	22,529	62.3	174,611	26,760	62.8	
Adjusted EBITDA(3)	(152,449)	(115.1)	(200,954)	(30,799)	(85.2)	(196,550)	(30,122)	(70.7)	
Adjusted net (loss)/income(3)	(154,520)	(116.6)	(200,052)	(30,661)	(84.8)	(195,250)	(29,924)	(70.3)	

- Note: (1) The consolidated statements of comprehensive loss data for 2020 are adjusted on an unaudited pro forma basis to present the combined historical results of operations of us and CEIBS PG as if the combination had occurred as of January 1, 2020. The unaudited pro forma condensed combined financial information includes the following adjustments related to the combination made to: (i) amortization of intangible assets as a result of measuring acquired assets at fair value and deferred revenue fair value adjustment, (ii) elimination of inter-company transactions, (iii) income tax effect of pro forma adjustments based on the statutory tax rates, and (iv) attribution to the non-controlling interests.
- (2) Corporate learning solution revenue includes subscription based revenue and non-subscription based revenue.
- (3) For details, see “—Non-GAAP Financial Measures.”

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

Revenues

Our revenues increased by 78.0% from RMB132.5 million in 2019 to RMB235.8 million (US\$36.1 million) in 2020, primarily driven by the increases in our revenues from corporate learning solution.

Corporate learning solution. Our revenues derived from corporate learning solution increased by 92.2% from RMB120.8 million in 2019 to RMB232.3 million (US\$35.6 million) in 2020.

- *Subscription based corporate learning solution.* Revenues from subscription based solution increased by 95.2% from RMB99.2 million in 2019 to RMB193.7 million (US\$29.7 million) in 2020, primarily

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because of (i) the increase in our customer base and usages by customers, driven by our business expansion and content development efforts, and (ii) our efforts in optimizing product offering mix and shifting focus towards subscription based corporate learning solutions, including our acquisition of CEIBS PG in June 2020.

- *Non-subscription based corporate learning solution.* Revenues from non-subscription based solution increased by 78.3% from RMB21.6 million in 2019 to RMB38.6 million (US\$5.9 million) in 2020 as a result of our business expansion efforts.

Others. Revenues from other complimentary services we provided decreased from RMB11.6 million in 2019 to RMB3.6 million (US\$0.6 million) in 2020.

Cost of Revenues

Our cost of revenues increased by 49.7% from RMB58.8 million in 2019 to RMB88.0 million (US\$13.5 million) in 2020, primarily driven by (i) the increase in staff costs in the amount of RMB12.1 million due to our headcount growth, and (ii) the increase in amortization of online course contents in the amount of RMB7.8 million, reflecting our enhanced content development efforts.

Gross Margin

As a result of the foregoing, our gross profit increased by 100.6% from RMB73.7 million in 2019 to RMB147.8 million (US\$22.7 million) in 2020. Our gross margin increased from 55.6% in 2019 to 62.7% in 2020, primarily driven by (i) increased subscription revenues with higher gross margin, (ii) increased portion of revenue generated from self-developed content with higher gross margin, and (iii) our improved operational efficiency and the economies of scale as a result of our continued business growth.

Operating Expenses

Our operating expenses increased by 57.9% from RMB230.5 million in 2019 to RMB363.9 million (US\$55.8 million) in 2020, reflecting the increases in our sales and marketing expenses, research and development expenses and general and administrative expenses.

Sales and Marketing Expenses

Our sales and marketing expenses increased by 49.9% from RMB124.8 million in 2019 to RMB187.0 million (US\$28.7 million) in 2020, which was mainly attributable to (i) the increase in compensation paid to sales and marketing staff in the amount of RMB42.6 million due to the growth of the team size and the increase in incentive payments in line with the growth of our increased revenues, and (ii) the increase in brand marketing and support expenses in the amount of RMB11.9 million, reflecting our enhancing sales and marketing efforts. Our improved sales efficiency, as evidenced by the decrease in compensation expenses as percentages of our total revenues from 76.2% in 2019 to 60.8% in 2020, was mainly attributable to (a) our enhanced brand awareness, customer satisfaction and competitive position, and (b) increased subscription renewals and upsells from our customers.

Research and Development Expenses

Our research and development expenses increased by 70.0% from RMB64.2 million in 2019 to RMB109.2 million (US\$16.7 million) in 2020, primarily due to (i) the increase in the compensation paid to

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research and development staff in the amount of RMB33.3 million due to the expanded size of our content development team, and (ii) the increase in content development expenses in the amount of RMB12.1 million, primarily because we started to focus on developing self-developed content in 2020.

General and Administrative Expenses

Our general and administrative expenses increased by 63.2% from RMB41.5 million in 2019 to RMB67.7 million (US\$10.4 million) in 2020, which was largely attributable to (i) the increase in the compensation paid to administrative staff and management team in the amount of RMB12.8 million due to the expansion in team size to support our business growth, (ii) the increase in professional fees for external legal, accounting, recruiting and other consulting services in the amount of RMB4.8 million in line with our business growth, (iii) the increase in general office and administrative expenses in the amount of RMB4.5 million as a result of our business expansion, and (iv) the increase in depreciation and amortization in relation to our business combination in the amount of RMB3.1 million in 2020.

Operating Loss

As a result of the foregoing, our operating loss increased by 38.0% from RMB154.7 million in 2019 to RMB213.4 million (US\$32.7 million) in 2020.

Interest Income/Expenses

We recorded interest income of RMB41.0 thousand in 2019, as compared to interest expenses of RMB0.3 million (US\$40.0 thousand) in 2020.

Investment Income

Our investment income consists primarily of income generated from financial products we purchased. Our investment income increased from RMB34.0 thousand in 2019 to RMB1.5 million (US\$0.2 million) in 2020.

Foreign Exchange Gain/Loss

Foreign exchange gain or loss is derived from the fluctuations in the US dollar exchange rate, which in turn caused the fluctuation of the value of our overseas fund calculated in RMB. We recorded a foreign exchange gain of RMB0.1 million in 2019 and a loss of RMB2.3 million (US\$0.4 million) in 2020.

Change in Fair Value of Derivative Liabilities

Consistent with our business growth and the increase in the Company's valuation, our derivative liabilities increased from RMB29.7 million in 2019 to RMB55.9 million (US\$8.6 million) in 2020.

Income Tax Benefit

Our income tax benefit in 2020 was RMB5.3 million (US\$0.8 million), as compared to nil in 2019.

Net Loss

As a result of foregoing, we had net loss of RMB184.2 million and RMB265.1 million (US\$40.6 million) in 2019 and 2020, respectively.

Non-GAAP Financial Measures

We also review certain non-GAAP measures, including contribution margin, adjusted net loss, adjusted net loss margin, adjusted EBITDA and adjusted EBITDA margin, to evaluate our business, measure our performance and profitability, identify trends affecting our business, formulate business plans and make strategic decisions.

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The presentation of these non-GAAP financial measures is not intended to be considered in isolation or as a substitute for the financial information prepared and presented in accordance with U.S. GAAP. We present these non-GAAP financial measures because they are used by our management to evaluate our operating performance and formulate business plans. We also believe that the use of these non-GAAP measures facilitates investors' assessment of our operating performance.

These non-GAAP financial measures are not defined under U.S. GAAP and are not presented in accordance with U.S. GAAP. These non-GAAP financial measures have limitations as analytical tools. One of the key limitations of using these non-GAAP financial measures is that they do not reflect all items of income and expense that affect our operations. Further, these non-GAAP measures may differ from the non-GAAP information used by other companies, including peer companies, and therefore their comparability may be limited.

Contribution Margin

We define contribution as the revenues less the adjusted cost of revenues and the variable portion of compensation to sales personnel in relations to sales performance. Adjusted cost of revenues excludes from cost of revenues (i) the depreciation and amortization costs, and (ii) the fixed portion of compensation. We define contribution margin as a percentage of contribution bearing to the revenues. Contribution margin demonstrates the profitability that we generate after costs for every incremental sales on average. Accordingly, we believe that contribution margin provides useful information to investors in understanding and evaluating our operating results in the same manner as our management and board of directors.

The following table sets forth the contribution margin of our business for the periods indicated:

	For the Year Ended December 31,				
	2019	2020			
		Actual		Pro Forma(1) Unaudited	
	RMB	RMB	US\$	RMB	US\$
Revenues	132,485	235,822	36,141	277,822	42,578
Cost of revenues	(58,819)	(88,029)	(13,491)	(99,184)	(15,201)
Less: depreciation and amortization costs	(306)	(5,253)	(805)	(5,253)	(805)
Less: fixed portion of compensation	(18,791)	(32,850)	(5,034)	(33,595)	(5,149)
Adjusted cost of revenues	(39,722)	(49,926)	(7,652)	(60,336)	(9,247)
Variable portion of compensation to sales personnel	(23,944)	(38,891)	(5,960)	(42,875)	(6,571)
Contribution	68,819	147,005	22,529	174,611	26,760
Contribution margin	51.9%	62.3%	62.3%	62.8%	62.8%

Notes: (1) The consolidated statements of comprehensive loss data for 2020 are adjusted on an unaudited pro forma basis to present the combined historical results of operations of us and CEIBS PG as if the combination had occurred as of January 1, 2020.

Our contribution margin increased from 51.9% in 2019 to 62.3% in 2020, primarily driven by (i) increased subscription revenues with higher gross margin, (ii) increased portion of self-developed content with higher gross margin, and (iii) our improved operation efficiency and the economies of scale as a result of our continued business growth.

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Adjusted Net Loss and Adjusted EBITDA

We define adjusted net loss as net loss excluding amortization of incremental intangible assets resulting from business combination, share-based compensation and change in fair value of derivative liabilities. Adjusted net loss margin represents adjusted net loss as a percentage of total revenues. We define adjusted EBITDA as net loss excluding interest, taxes, depreciation and amortization, share-based compensation and changes in fair value of derivative liabilities. Adjusted EBITDA margin represents adjusted EBITDA as a percentage of total revenues.

We reconcile these non-GAAP financial measures to the nearest U.S. GAAP performance measure, all of which should be considered when evaluating our performance. We encourage you to review our financial information in its entirety and not rely on a single financial measure.

The following tables reconcile our adjusted net loss, adjusted net loss margin, adjusted EBITDA and adjusted EBITDA margin for the periods indicated, to the most directly comparable financial measure calculated and presented in accordance with U.S. GAAP, which are net loss and net loss margin:

	For the Year Ended December 31,				
	2019	2020			
	RMB	Actual RMB	US\$	Pro Forma Unaudited(1) RMB US\$	
	(in thousands, except for percentages)				
Net Loss	(184,194)	(265,055)	(40,623)	(269,373)	(41,283)
Adjustments:					
Amortization of incremental intangible assets resulting from business combination(2)	—	9,120	1,398	18,240	2,795
Share-based compensation	—	—	—	—	—
Change in fair value of derivative liabilities	29,674	55,883	8,564	55,883	8,564
Adjusted net loss	(154,520)	(200,052)	(30,661)	(195,250)	(29,924)
Adjustments:					
Interest income	263	1,347	206	1,515	232
Interest expenses	(222)	(1,608)	(246)	(1,608)	(246)
Income tax expense	—	(5,301)	(812)	(6,463)	(990)
Depreciation and amortization(3)	2,030	4,660	714	5,257	806
Adjusted EBITDA	(152,449)	(200,954)	(30,799)	(196,550)	(30,122)
	For the Year Ended December 31,				
	2019	2020			
		Actual		Pro Forma Unaudited(1)	
Net loss margin	(139.0)%	(112.4)%		(97.0)%	
Adjusted net loss margin	(116.6)%	(84.8)%		(70.3)%	
Adjusted EBITDA margin	(115.1)%	(89.1)%		(77.3)%	

Notes: (1) The consolidated statements of comprehensive loss data for 2020 are adjusted on an unaudited pro forma basis to present the combined historical results of operations of us and CEIBS PG as if the combination had occurred as of January 1, 2020. For details, see “Unaudited Pro Forma Condensed Combined Statement of Comprehensive Loss.”

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(2) Amortization of incremental value of CEIBS PG's intangible assets resulting from business combination is allocated as follows:

	For the Year Ended December 31,				
	2019	2020			
		Actual		Pro Forma Unaudited	
	RMB	RMB	US\$	RMB	US\$
		(in thousands)			
Cost of revenues	—	3,510	538	7,020	1,075
Sales and marketing expenses	—	3,710	569	7,420	1,138
General and administrative expenses	—	1,900	291	3,800	582

(3) Depreciation and amortization excludes amortization of incremental intangible assets resulting from business combination.

Liquidity and Capital Resources

Cash Flows and Working Capital

Our principal sources of liquidity have been proceeds from the issuance and sale of our preferred shares. As of December 31, 2020, we had RMB195.2 million (US\$29.9 million) in cash and cash equivalents, the majority of which were held by our PRC subsidiaries and VIE and its subsidiaries in China. Our cash and cash equivalents consist primarily of bank deposits. Our cash and cash equivalents are primarily denominated in Renminbi. We believe that our current cash and anticipated cash flow from operations will be sufficient to meet our anticipated cash needs, including our cash needs for working capital and capital expenditures, for at least the next 12 months from the date these consolidated financial statements are available to be issued.

As a holding company with no material operations of our own, we conduct our operations primarily through our PRC subsidiaries and our consolidated VIEs in China. We are permitted under PRC laws and regulations to provide funding to our PRC subsidiaries in China through capital contributions or loans, subject to the approval of government authorities and limits on the amount of capital contributions and loans. In addition, our subsidiaries in China may provide Renminbi funding to our consolidated VIEs only through entrusted loans. 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 us from using the proceeds of this offering to make loans or additional capital contributions to our PRC subsidiary and affiliated entities and affiliated entities, which could materially and adversely affect our liquidity and our ability to fund and expand our business” and “Use of Proceeds.” The ability of our subsidiaries in China to make dividends or other cash payments to us is subject to various restrictions under PRC laws and regulations. See “Risk Factors—Risks Related to Doing Business in China—We may rely on dividends paid by our PRC subsidiary to fund cash and financing requirements. Any limitation on the ability of our PRC subsidiary to pay dividends to us could have a material adverse effect on our ability to conduct our business and to pay dividends to holders of our ordinary shares, including those represented by the ADSs” and “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 the ADS holders.”

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The following table sets forth a summary of our cash flows for the periods indicated:

	For the Year Ended December 31,		
	2019	2020	
	RMB	RMB	US\$
	(in thousands)		
Net cash used in operating activities	(127,832)	(149,936)	(22,979)
Net cash used in investing activities	(1,979)	(334,620)	(51,283)
Net cash generated from financing activities	9,000	648,891	99,447
Effect of exchange rate changes on cash and cash equivalents	(675)	(16,841)	(2,581)
Net (decrease)/increase in cash and cash equivalents	(121,486)	147,494	22,604
Cash and cash equivalents at beginning of the year	169,190	47,704	7,311
Cash and cash equivalents at end of the year	47,704	195,198	29,915

Operating Activities

Net cash used in operating activities was RMB149.9 million (US\$23.0 million) in 2020. The difference between our net loss of RMB265.1 million (US\$40.6 million) and the net cash used in operating activities was mainly due to (i) fair value change of derivatives liabilities of RMB55.9 million (US\$8.6 million) as a result of the increased valuation of our Company, (ii) an increase in deferred revenue of RMB53.9 million (US\$8.3 million) due to our rapid business expansion, and (iii) an increase in other payable and accrued liabilities of RMB22.8 million (US\$3.5 million) as a result of our staff headcount growth, partially offset by an increase in prepaid expenses and other current assets of RMB17.8 million (US\$2.7 million) as a result of our business growth.

Net cash used in operating activities was RMB127.9 million in 2019. The difference between our net loss of RMB184.2 million and the net cash used in operating activities was mainly due to (i) an increase in deferred revenue of RMB27.6 million due to our rapid business expansion, and (ii) fair value change of derivatives liabilities of RMB29.7 million as a result of the increased valuation of our Company, partially offset by an decrease in other payable and accrued liabilities of RMB2.0 million.

Investing Activities

Net cash used in investing activities was RMB334.6 million (US\$51.3 million) in 2020, which was primarily attributable to (i) cash paid for short-term investments of RMB393.8 million (US\$60.4 million), (ii) cash paid for the acquisition of CEIBS PG, net of cash acquired of RMB46.3 million (US\$7.1 million) and (iii) purchase of intangible assets of RMB10.5 million (US\$1.6 million) in relation to online courses, partially offset by cash received from maturity of short-term investments of RMB122.6 million (US\$18.8 million).

Net cash used in investing activities was RMB2.0 million in 2019, which was primarily attributable to cash paid for short-term investments of RMB12.0 million, partially offset by cash received from maturity of short-term investments of RMB12.0 million.

Financing Activities

Net cash generated from financing activities in 2020 was RMB648.9 million (US\$99.4 million), which mainly resulted from net proceeds from issuance of convertible redeemable preferred shares of RMB616.9 million (US\$94.5 million).

Net cash generated from financing activities in 2019 was RMB9.0 million, which was attributable to proceeds from borrowing of RMB13.7 million, offset by repayment of borrowings of RMB4.7 million.

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Capital Expenditures

Our capital expenditures are incurred primarily in connection with the purchase of third-party content and computer equipment. Our capital expenditures were RMB2.0 million and RMB17.1 million (US\$2.6 million), respectively, in 2019 and 2020. We intend to fund our future capital expenditures with our existing cash balance and proceeds from this offering. We will continue to make 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:

	Payment due by period				
	Total	Less than 1 year	1-3 years (in RMB thousands)	3-5 years	More than 5 years
Operating lease commitment ⁽¹⁾	29,433	15,460	10,800	3,173	—

(1) Represents obligations under lease agreements for our office premises.

Holding Company Structure

YXT.COM GROUP HOLDING LIMITED is a holding company with no material operations of its own. We conduct our operations primarily through our PRC subsidiaries and our consolidated VIEs. As a result, our ability to pay dividends depends upon dividends paid by our subsidiaries which, in turn, depends on the payment of the service fees and royalty payments to our PRC subsidiaries by our consolidated VIEs in the PRC pursuant to certain contractual arrangements. See “Our History and Corporate Structure—Contractual Arrangements with Our VIEs and Their Shareholders.” If our subsidiaries or any newly formed 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 subsidiaries in China are permitted to pay dividends to us only out of their retained earnings, if any, as determined in accordance with the Accounting Standards for Business Enterprise as promulgated by the Ministry of Finance, or PRC GAAP. In accordance with PRC company laws, our consolidated VIEs in China must make appropriations from their after-tax profit to non-distributable reserve funds including (i) statutory surplus fund and (ii) discretionary surplus fund. The appropriation to the statutory surplus fund must be at least 10% of the after-tax profits calculated in accordance with PRC GAAP. Appropriation is not required if the statutory surplus fund has reached 50% of the registered capital of our consolidated VIEs. Appropriation to discretionary surplus fund is made at the discretion of our consolidated VIEs. Pursuant to the law applicable to China’s foreign investment enterprise, our subsidiaries that are foreign investment enterprise in the PRC have to make appropriation from their after-tax profit, as determined under PRC GAAP, to reserve funds including (i) general reserve fund, (ii) enterprise expansion fund, and (iii) staff bonus and welfare fund. The appropriation to the general reserve fund must be at least 10% of the after-tax profits calculated in accordance with PRC GAAP. Appropriation is not required if the reserve fund has reached 50% of the registered capital of our subsidiary. Appropriation to the other two reserve funds are at our subsidiary’s discretion.

As an offshore holding company, we are permitted under PRC laws and regulations to provide funding from the proceeds of our offshore fund raising activities to our PRC subsidiaries only through loans or capital contributions, and to our consolidated VIEs only through loans, in each case subject to the satisfaction of the applicable government registration and approval requirements. 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 to or make additional capital contributions to our PRC subsidiaries and affiliated entities, which could materially and adversely affect our liquidity and our ability to fund and expand our

business.” As a result, there is uncertainty with respect to our ability to provide prompt financial support to our PRC subsidiaries and consolidated VIEs when needed. Notwithstanding the foregoing, our PRC subsidiaries may use their own retained earnings (rather than Renminbi converted from foreign currency denominated capital) to provide financial support to our consolidated VIEs either through entrustment loans or direct loans to such consolidated VIEs’ nominee shareholders, which would be contributed to the consolidated VIEs as capital injections. Such direct loans to the nominee shareholders would be eliminated in our consolidated financial statements against the consolidated VIEs’ share capital.

Off-Balance Sheet Commitments and Arrangements

We have not entered into any financial guarantees or other commitments to guarantee the payment obligations of any third parties. We have not entered into any derivative contracts that are indexed to our shares and classified as shareholder’s equity or that are not reflected in our 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. 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.

Quantitative and Qualitative Disclosure about Market Risk

Concentration of Credit Risk

Financial instruments that potentially subject us to the concentration of credit risks consist of cash and cash equivalents and short-term investments. The maximum exposures of such assets to credit risk is their carrying amounts as of the balance sheet dates. We deposit our cash and cash equivalents and short-term investments with financial institutions located in jurisdictions where the subsidiaries are located. We believe that no significant credit risk exists as these financial institutions have high credit quality.

We have not experienced any significant recoverability issue with respect to our accounts receivable. We assess the creditworthiness of each customer when providing services and may require the customers to make advance payments or a deposit before the services are rendered.

As of December 31, 2019, accounts receivables from one customer accounted for 27% of our total accounts receivables. As of December 31, 2020, no customer from whom accounts receivables represented over 10% of our total accounts receivables.

Concentration of Customers and Suppliers

Substantially all of our revenue was derived from customers located in China. There were no customers or suppliers from whom revenues or purchases individually represent greater than 10% of our total revenues or total purchases in 2019 or 2020.

Foreign Currency Exchange Rate Risk

In July 2005, the PRC government changed its decades-old policy of pegging the value of the RMB to the US\$, and the RMB appreciated more than 20% against the US\$ over the following three years. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the RMB and the US\$ remained within a narrow band. Since June 2010, the RMB has fluctuated against the US\$, at times significantly and unpredictably. The depreciation of the RMB against the US\$ was approximately 5.0% in 2018. The appreciation of the RMB against the US\$ was approximately 1.6% in 2019. The appreciation of the RMB against the US\$ was approximately 6.5% in 2020. It is difficult to predict how market forces or PRC, or U.S. government policy may impact the exchange rate between the RMB and the US\$ in the future.

Critical Accounting Policies, Judgments and Estimates

Revenues

We adopted ASC Topic 606, "Revenue from Contracts with Customers," for all periods presented. Consistent with the criteria of Topic 606, we recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which we expect to receive in exchange for those goods or services.

To achieve that core principle, we apply the five steps defined under Topic 606: (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. We assess our revenue arrangements against specific criteria in order to determine if we are acting as principal or agent. Revenue arrangements with multiple performance obligations are divided into separate distinct goods or services. We allocate the transaction price to each performance obligation based on the relative standalone selling price of the goods or services provided. We determine standalone selling prices considering market conditions and based on overall pricing objectives such as observable standalones selling prices. Revenue is recognized upon the transfer of control of promised goods or services to a customer.

Revenue is recorded net of value-added tax.

Revenue recognition policies for each type of revenue steam are as follows:

Corporate Learning Solution

We offer corporate learning solution to corporate customers through providing subscription based services including corporate learning platform, personalized e-learning system, teaching tools and online courses. Our subscription based services generally do not provide customers with the right to take possession of the software supporting the platform, learning content or tools and, as a result, are accounted for as service arrangements. Through the subscription of our SaaS platform service, customers can rapidly deploy the intelligent learning platform in a plug-and-play manner. Frequently, existing customers who subscribed platform service tend to add additional courses to their subscription by purchasing prioritized package or advanced package with additional charges. We also offered the teaching tools, such as virtual classroom or meeting room, for subscription as add-on options. For platform service, online courses and online teaching tools, we continually provides customer access and connectivity to its services, and fulfills its obligation to, the end customer over the subscription period. Each distinct service represents a single performance obligation that is satisfied over time. The subscription based contracts vary from one month to five years. Revenue from subscription based corporate learning solution is recognized on a straight-line basis over the subscription period.

We also derive revenue from providing non-subscription based corporate learning solution, such as offline courses and courseware recording service. Based on the needs of the customers, we design the offline courses and hires experienced lecturer to provide face-to-face offline learning courses. The offline course is delivered on the specific date agreed and the unit price for each offline course is also specified in the contract. For the courseware recording service, we record video courseware based on customer's needs. The recorded courseware belongs to the customers. Revenue from non-subscription based corporate learning solution is generally recognized at point in time upon completion.

Other Revenue

We also develop software for other customers who have specific demand for learning platform software. We develop learning platform to be installed on these customers' own servers. Copyright of the software developed

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belongs to these customers. The development processes last approximately 1-14 months. We are obligated to provide post-sales maintenance service for malfunction during the period determined in the contract, which is usually a year. Revenue for the on-premise software development is recognized at a point in time when the software is made available to the customer. Revenue for access to maintenance and support is recognized over the contract term beginning on the date that the software is made available to the customer.

Remaining Performance Obligations

Remaining performance obligations represents the amount of contracted future revenue that has not yet been recognized, including both deferred revenue and non-cancelable contracted amounts that will be invoiced and recognized as revenue in future periods. As of December 31, 2019 and 2020, the aggregate amount of transaction price allocated to the remaining performance obligations was RMB162.1 million and RMB260.2 million, respectively, of which RMB71.8 million and RMB140.9 million were recorded in current deferred revenue while RMB10.5 million and RMB20.1 million were recorded in non-current deferred revenue, respectively. The remaining life of our contracts was up to 36 months as of both December 31, 2019 and December 31, 2020.

Intangible Assets and Goodwill

The content library assets have been acquired from the independent course provider and through business combination. We amortize the content library and other intangible assets acquired from course provider or in business combinations on a straight-line basis over their estimated useful lives, which is generally five years.

Regularly, we assess potential impairment of its long-lived assets, which include the content library and intangible assets. We perform an impairment review whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Factors we consider important that could trigger an impairment review include, but are not limited to, significant under-performance relative to historical or projected future results of operations, significant changes in the manner of its use of acquired assets or its overall business strategy, and significant industry or economic trends. When we determine that the carrying value of a long-lived asset (or asset group) may not be recoverable based upon the existence of one or more of the above indicators, we determine the recoverability by comparing the carrying amount of the asset to the net future undiscounted cash flows that the asset is expected to generate and recognizes an impairment charge equal to the amount by which the carrying amount exceeds the fair value of the asset. Fair value is generally determined by discounting the cash flows expected to be generated by the assets, when the market prices are not readily available.

Goodwill represents the excess of the purchase price in a business combination over the fair value of net tangible and intangible assets acquired. We test goodwill for impairment annually as of December 31, or whenever events or changes in circumstances indicate that goodwill may be impaired. We initially assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely-than-not that the fair value of its sole reporting unit is less than its carrying amount. If, after assessing the totality of events or circumstances, we determine it is more-likely-than-not that the fair value of the reporting unit is less than its carrying amount, then we perform a quantitative analysis by comparing the book value of net assets to the fair value of the reporting unit. If the fair value is determined to be less than the book value, an impairment charge is recorded. In assessing the qualitative factors, we consider the impact of certain key factors including macroeconomic conditions, industry and market considerations, management turnover, changes in regulation, litigation matters, changes in enterprise value and overall financial performance. Our goodwill of RMB164.1 million is generated from the acquisition of CEIBS Publishing Group in June 2020.

As a result of our most recent annual qualitative assessment, we concluded that the fair value of our sole reporting unit is greater than its carrying amount. The impairments of goodwill or intangible assets were nil during the year ended December 31, 2019 and 2020.

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Fair Value Measurements

As of December 31, 2019 and 2020, information about inputs into the fair value measurement of our assets and liabilities that are measured or disclosed at fair value on a recurring basis in periods subsequent to their initial recognition is as follows:

<u>Description</u>	<u>Fair value as of December 31, 2019 RMB</u>	<u>Fair value measurement at reporting date using</u>		
		<u>Quoted Prices in Active Markets for Identical Assets (Level 1) RMB</u>	<u>Significant Other Observable Inputs (Level 2) RMB</u>	<u>Significant Unobservable Inputs (Level 3) RMB</u>
Liabilities:				
Derivative liabilities				
Conversion feature	74,212	—	—	74,212
Warrant liability	3,059	—	—	3,059
Total liabilities	77,271	—	—	77,271

<u>Description</u>	<u>Fair value as of December 31, 2020 RMB</u>	<u>Fair value measurement at reporting date using</u>		
		<u>Quoted Prices in Active Markets for Identical Assets (Level 1) RMB</u>	<u>Significant Other Observable Inputs (Level 2) RMB</u>	<u>Significant Unobservable Inputs (Level 3) RMB</u>
Assets:				
Short-term investments				
Time deposits	296,445	—	296,445	—
Wealth management products	35,077	—	35,077	—
Total assets	331,522	—	331,522	—
Liabilities:				
Derivative liability				
Conversion feature	130,631	—	—	130,631

When available, we use quoted market prices to determine the fair value of an asset or liability. If quoted market prices are not available, we 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. Following is a description of the valuation techniques that we use to measure the fair value of certain assets and liabilities that we report in the Consolidated Balance Sheets at fair value.

Short-Term Investments

Short-term investment consists of wealth management products and time deposits, which are valued by us on a recurring basis. We value our short-term wealth management products investments and time deposits held in certain banks using model-derived valuations based upon discounted cash flow, in which significant inputs, mainly including expected return, are observable or can be derived principally from, or corroborated by, observable market data, and accordingly, we classify the valuation techniques that use these inputs as Level 2. The expected return of the financial products was determined based on the prevailing interest rates in the market.

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Derivative Liabilities

Warrant

The warrant is not traded in an active securities market, and as such, with the assistance from an independent valuation firm, we estimated its fair value using the binomial option pricing model as of December 31, 2019 and January 15, 2020, the date of exercise, using the following main assumptions:

	<u>As of December 31, 2019</u>	<u>As of January 15, 2020</u>
Risk-free rate of return	1.64%	Nil
Expected volatility	30.0%	Nil
Expected dividend yield	0.00%	Nil
Fair value of underlying Series C Redeemable Convertible Preferred Shares (US\$)	2.33	2.37
Expected term (years)	0.04	Nil

The warrant's fair value consists of its intrinsic value and time value. The intrinsic value is the difference between exercise price of the warrant and the estimated fair value of the underlying security as of each reporting date. The time value reflects the potential for the warrant's intrinsic value at expiration to be greater than its current intrinsic value. The intrinsic value normally increases along with the growth of the fair value of the underlying security while time value decreases as it approaches its expiration date as there is less time for the underlying security to move favourably.

Conversion Feature

Significant factors, assumptions and methodologies used in determining the business valuation include applying the discounted cash flow approach, and such approach involves certain significant estimates which are as follows:

	<u>As of December 31, 2019</u>	<u>As of December 31, 2020</u>
Discount rate	19.0%	18.0%
DLOM	16.0%	13.0%

Discount Rates

The discount rates listed out in the table above were based on the weighted average cost of capital, which was determined based on a consideration of the factors including risk-free rate, comparative industry risk, equity risk premium, company size and non-systemic risk factors.

Comparable Companies

In deriving the weighted average cost of capital used as the discount rates under the income approach, certain publicly traded companies were selected for reference as our guideline companies. The guideline companies were selected based on the following criteria: (i) they operate in the SaaS industry and (ii) their shares are publicly traded in the United States, Hong Kong and China.

Discount for Lack of Marketability, or DLOM.

The Black-Scholes option pricing model and Finnerty's Average Strike put options model was used. In these models, the cost of the put option, which can hedge the price change before the privately held shares can be sold, was considered as a basis to determine the DLOM. This option pricing method was used because it takes into account certain company-specific factors, including the timing of the expected initial public offering and the volatility of the share price of the guideline companies engaged in the same industry.

The income approach involves applying appropriate discount rates to estimated cash flows that are based on earnings forecasts. Our revenues and earnings growth rates, as well as major milestones that we have achieved. However, these fair values are inherently uncertain and highly subjective. The assumptions used in deriving the fair values are consistent with our business plan. These assumptions include: no material changes in the

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applicable future periods in the existing political, legal, fiscal or economic conditions in China; no material changes will occur in the current taxation law in China and the applicable tax rates will remain consistent; we have the ability to retain competent management and key personnel to support our ongoing operations; and industry trends and market conditions for the corporate training service business will not deviate significantly from current forecasts. These assumptions are inherently uncertain.

Recent Accounting Pronouncements

For detailed discussion on recent accounting pronouncements, see Note 2.28 to our Consolidated Financial Statements.

INDUSTRY OVERVIEW

Certain information, including statistics and estimates, set forth in this section and elsewhere in this prospectus and all tables and graphs set forth in this section has been derived from an industry report commissioned by us and independently prepared by Frost & Sullivan in connection with this offering. We believe that the sources of such information are appropriate, and we have taken reasonable care in extracting and reproducing such information. We have no reason to believe that such information is false or misleading in any material respect or that any fact has been omitted that would render such information false or misleading in any material respect. However, 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. Therefore, 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.

Overview of China's Corporate Learning Market

China is the second largest economy in the world and the fastest growing economy among the top five economies in the past decade, with a nominal GDP exceeding RMB100.0 trillion and a GDP growth of 3.0% in 2020, and it is the only major economy in the world that has achieved positive economic growth under the COVID-19 pandemic. In addition, China's economy development has transitioned from quantity-driven to quality-driven, with increasing focus on economic structure upgrade, creativity and innovation. Achieving these goals requires evolving organizations, innovative businesses and better-trained labor force.

China has the largest labor force in the world. By the end of 2020, China had a labor force of approximately 750.6 million, and an additional 76.8 million people on aggregate will reach working age in the next five years. Among the total labor force, 68.0% have not received high school education or above, and 30.0% have not received junior high school education or above. These working forces, especially those just reached working age, have strong demand for on-the-job learning and training, according to Frost & Sullivan.

Furthermore, scientific and technology progress has promoted the development of digital economy, which brings new challenges and higher requirements for daily operations, business model upgrades and strategic planning for Chinese enterprises. For traditional industries such as manufacturing, catering, financial, real estate and service industries, and the new business models born in the Internet era that span across e-commerce, new retail, online education, new energy vehicles and healthcare, enterprises and talents need to constantly meet evolving market demand, innovate businesses, adapt to new jobs, and enhance their competitiveness.

Corporate learning is a systematic process implemented to improve the overall quality of corporate talents. The goals of corporate learning are to increase talents' knowledge and enhance their skills, optimize their methodologies in work, and deepen their recognition of corporate values, so as to achieve both personal and organizational development goals at the same time.

According to Frost & Sullivan, the size of the Chinese corporate learning market has reached RMB418.4 billion in 2020, being one of the largest corporate learning markets in the world. The corporate learning market is expected to grow to RMB839.2 billion in 2025, representing a CAGR of 14.9% from 2020 to 2025.

Market Size of the Corporate Learning Industry in China by Size of Corporate Users 2016-2025E



China's corporate learning market enjoys huge development potential. According to Frost & Sullivan, the overall penetration rate of the Chinese corporate learning market was only 15.6% in 2020. As of December 31, 2020, there were about 22.5 million enterprises in China, of which more than 19.0 million enterprises had not yet adopted corporate learning systems, including approximately 26.4 thousand large enterprises, 304.9 thousand medium-sized enterprises and 18.7 million small enterprises. The current penetration rate of corporate learning for large enterprises is 70.0%, as they have strong demand for systematic corporate learning solutions and higher willingness to pay, representing a considerable market to be penetrated. The current penetration rate of corporate learning for medium-sized and small enterprises is only 35.0% and 15.0%, respectively. These smaller enterprises also have increasing demand for corporate learning in the tide of economic upgrading. In the future, following mega enterprises, more and more large, medium-sized and small enterprises will choose corporate learning service providers with high industry recognition, and will drive the penetration rate growth. According to Frost & Sullivan, the overall penetration rate in 2025 will reach 20.0%. The size of the corporate learning market for mega, large, medium-sized and small enterprises will grow from RMB20.4 billion, RMB170.3 billion, RMB144.7 billion and RMB82.9 billion in 2020 to RMB31.4 billion, RMB340.3 billion, RMB269.8 billion and RMB197.7 billion in 2025 respectively. In 2020, the corporate learning investment in China was only RMB2,507.0 per person per year, while the corporate learning investment of US enterprises was RMB7,666.0 per person per year, representing approximately 3.1 times that of China. The significant gap demonstrates significant growth potential for Chinese corporate learning market.

Furthermore, the Chinese government has issued preferential policies in favor of corporate learning investment in terms of taxation benefits and subsidies for enterprises. For example, the pre-tax deduction ratio for employees' education increased from 2.5% to 8.0%. In addition, local governments have increased financial support for corporate learning. For instance, some local governments have established employment subsidy funds and local talent funds for vocational skills development.

The outbreak of the COVID-19 pandemic placed unprecedented challenges on the daily operations of enterprises, but also created unprecedented development opportunities due to the growing needs for industrial digitalization. Companies need to respond to the challenges of the epidemic and seize opportunities with new business ideas and stronger human capital. The needs for digital corporate learning also arise at this historic moment.

While the corporate learning market is huge, there are still significant unmet needs that cannot be fully addressed by traditional players. According to Frost and Sullivan, these players face a number of inherent challenges.

- **Poor training effectiveness.** The old-school short-term, spoon-feeding and large-class courses fail to provide continuous and targeted trainings, which leads to low study efficiency, unsatisfying experience, limited interest, and ultimately poor training effectiveness.
- **Low content quality.** Content offered by the traditional providers is unspecialized, untargeted and untimely, which is insufficient for new business scenarios and unable to meet the development needs of enterprises.
- **Lack of teaching system and tools.** Traditional corporate learning players lack comprehensive teaching system and tools for testing, learning, practicing, examining and evaluating, and thus is unable to design targeted learning paths for employees and evaluate their learning results.
- **Non-scalable.** Unlike cloud-based solutions, traditional in-person corporate learning solutions are difficult to scale through a large or distributed business to reach all employees. In addition, the traditional corporate learning is highly dependent on high-quality lecturers, which also limits their scalability.
- **High training cost.** Traditional corporate learning is mainly delivered in-person, which burdens the enterprises with high costs in management, venue, equipment, lecturers and time.

Digital Corporate Learning Market

Overview of Digital Corporate Learning Market

The many pain points in the industry confirm the huge unmet needs for corporate learning. The rapid development of Internet and SaaS, the substantial online traffic growth brought by the COVID-19 epidemic, and the contemporary society's habitual dependence on the Internet have accelerated the digital transformation of the corporate learning industry.

Digital corporate learning refers to the training conducted through digital methods, including online training and OMO ("online merges offline") training, and integrates software, content and services. It is closely connected with work scenarios and career development paths, making full use of innovative technologies and insights, and creates a personalized and intelligent learning model to meet the needs of the entire lifecycle of talent development.

According to Frost & Sullivan, the size of China's digital corporate learning market has reached RMB60.0 billion in 2020 and is expected to grow to RMB226.1 billion in 2025, representing a CAGR of 30.4% from 2020 to 2025.

Market Size of Digital Corporate Learning Industry in China by Size of Corporate, 2016-2025E



China's digital corporate learning industry is still at its early stage. According to Frost & Sullivan, the digital corporate learning market in 2020 only accounted for 14.3% of the overall corporate learning market. Compared with the penetration rates of other enterprise software, such as approximately 40.0% for office automation system and approximately 30.0% for video conferencing system, this penetration rate is relatively low, demonstrating the huge penetration potential of digital corporate learning. The high penetration rates of office automation systems and video conferencing systems show the importance of workplace software and the convenience and efficiency they bring, which also cultivates the habits of enterprises to use online software and promotes the acceptance of digital corporate learning. Therefore, it is estimated that China's digital corporate learning will account for 26.9% of the overall corporate learning in 2025, according to Frost & Sullivan.

Key Drivers of China's Digital Corporate Learning Market

According to Frost & Sullivan, the rapid growth of China's digital corporate learning market will be mainly driven by the following factors:

- ***Increased availability and expanded user base.*** Digital corporate learning solutions are available anywhere and to anyone on a cost-efficient manner, and thus serve more diversified use cases and reach significantly larger user base who were under-served.
- ***Continued SaaS model penetration.*** Digital corporate learning SaaS solutions are standardized, easy-to-use and affordable, and can respond to customer needs efficiently. They are also more convenient for content production and delivery. The market expects to see continued penetration growth of SaaS model within digital corporate learning industry.
- ***Increasing adoption by SMEs.*** The SaaS model makes it more affordable to SMEs. Online enterprise communication platforms, such as Tencent WeCom and Ali DingTalk, which have been widely accepted by more than 23.0 million companies, also become efficient channels to deliver digital corporate learning solutions to SMEs.
- ***Better learning experience.*** The development of 5G and cloud services allows better internet connectivity and smoother online training delivery. The emergence of VR and AR technology will create more interactive learning experience.
- ***Power of domain expertise and AI.*** The application of domain expertise and AI improves the accuracy of customer portraits and assists customers in effectively configuring courses and designing pace and

methods of learning, according to individual learners. Data analysis is also used to discover and extract common needs and best practices from leading companies, and to develop high-quality content for broader customer base.

- **Strengthened IP protection.** The intellectual property protection environment has significantly improved. The effective learning result has increased the enterprise customers' willingness to pay. Some integrated software and content business models achieve effective IP protection as the content is delivered through the software that the customers purchase first.

Competitive Landscape of China's Digital Corporate Learning Market

China's traditional corporate learning market is highly fragmented and served by many medium-sized and small providers. Effectively solving the traditional pain points such as poor training effects and high costs, the digital corporate learning solution providers are subverting the traditional market in the long run.

Digital corporate learning providers mainly consist of the following categories: (i) integrated SaaS solution providers; (ii) digital content providers; (iii) software developers; and (iv) traditional services providers in the process of digital transformation. According to Frost & Sullivan, the main characteristics of these players are as follows:

- **Integrated SaaS solution providers.** They provide an integrated corporate learning solution that combines software and content, and embeds key SaaS features. Content is synchronically developed and configured based on customers' data, and deeply integrated with the software products, and therefore ensures quality learning results. This type of provider is expected to enjoy rapid scalable growth and become the leader in the digital corporate learning market.
- **Digital content providers.** They focus on the supply of digital course content delivered through third-party software or SaaS solutions. However, the content is not closely connected with the delivering solutions, so it is difficult to link and integrate the course and the software, consequently adversely affect the training result.
- **Software developers.** They develop corporate learning software and digital solutions, while the content needs to be obtained from third parties. These providers are usually either general software developers or corporate learning software specialists. General software developers are involved in a wide range of software businesses, therefore their attention to corporate learning is distracted, leading to relatively shallow industry insights and weak competitiveness. Corporate learning software specialists generally have relatively small revenue scale, making it difficult for them to grow. They also lack content production capacity, which is the core competitiveness that attracts users and enhances user stickiness.
- **Traditional services providers.** Traditional offline corporate training institutions have begun to expand their business into the field of digital training. Due to the lack of Internet experience and advanced technology, these providers are more likely to provide digital training in the same way as offline training, resulting in a mismatch between the content and the SaaS delivery model. Thus, it is difficult for these providers to achieve high-quality training effect.

During the paradigm shift, the integrated SaaS business model with the combination of software and content is expected to reshape the corporate learning market and become the mainstream business model for digital corporate learning. With the SaaS model being built on software and deeply integrated with data and customers' internal HR architecture, the integrated SaaS business model drives the content development to be tailored to the real business needs. It provides convenience, affordability and scalability, addressing the inherent challenges of the existing traditional model in terms of quality, effectiveness, evaluation, reach for learners and costs. In addition, the SaaS model offers a high level of standardization and ease to adopt, and optimizes and accelerates the process from content creation to delivery for corporate learning, and therefore is favored by enterprise customers.

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According to Frost & Sullivan, Yunxuetang is the pioneer of the integrated “software + content” SaaS model, and the largest digital corporate learning provider in China based on total revenue, subscription revenue and the number of subscription customers in 2020. The significant majority portion of Yunxuetang’s revenues from digital corporate learning solutions are subscription revenues in 2020. Yunxuetang is significantly ahead of its competitors in terms of subscription revenues and number of subscription customers in 2020. In addition, Yunxuetang also has an industry-leading content library as measured by number of courses, topics covered and quality of content, according to Frost & Sullivan.

The digital corporate learning market in China is in its early stage of development. Within the relatively fragmented competitive landscape, Yunxuetang, as the industry leader of China’s digital corporate learning market, is well-positioned to promote and integrate the market.

Ranking	Digital corporate learning providers	Total digital corporate learning solutions revenue, 2020 (RMB million) ¹	Subscription revenues, 2020 (RMB million) ²	Number of subscription customers, 2020
1	Yunxuetang	234	226	3,003
2	Company A	~200	~120–140	~800
3	Company B	~180	~100–130	~500
4	Company C	~50	~40–50	N/A
5	Company D	~30	~30	~800

- Notes: (1) On a pro forma basis to present the combined historical results of operations of Yunxuetang and CEIBS PG as if the combination had occurred as of January 1, 2020. Total digital corporate learning solutions revenue includes both subscription based revenue and on-premise software revenue, and excludes revenue from offline courses.
- (2) On a pro forma basis to present the combined historical results of operations of Yunxuetang and CEIBS PG as if the combination had occurred as of January 1, 2020. Subscription revenue refers to digital corporate learning solutions revenue derived from the subscription based model, which does not include revenue from on-premise software and offline courses.

BUSINESS

Our Mission

To empower talent development and corporate success with technology.

Our Company

We are a leader and disruptor of the digital corporate learning industry in China, a market with massive rigid-demand and a total size of RMB60.0 billion in 2020, according to Frost & Sullivan. We have innovated a SaaS model, that integrates software and content, effectively assisting customers in the digital transformation of corporate learning. According to Frost & Sullivan, we are the largest digital corporate learning solution provider in China in terms of revenue and number of large and medium-sized corporate customers in 2020.

With our software, we help customers efficiently deploy cloud-based learning platforms at scale. We also offer a broad range of high-quality content, covering the entire corporate learning process of our customers. Such content offerings bring additional monetization opportunities and encourage subscription renewals and upsells. Our comprehensive and highly scalable solutions are suitable for various corporate learning scenarios and can be broadly applied among corporate customers across different industries, scales, and development stages.

We develop our software based on the advanced underlying architecture. Our software can be modularized and customized. We help customers rapidly deploy the intelligent learning platform in a plug-and-play manner. Our highly flexible and configurable software products allow our customers to match the use of our software with their specific business needs. Our software is accessible on both mobile and desktop. In addition, users can also access our software on third-party platforms that we collaborate with, such as Tencent WeCom and Ali DingTalk.

We believe that the well-designed learning paths and targeted content with traceable and quantifiable training results are the core of successful corporate learning solutions and the reason why customers choose us. Our advanced and efficient content development system enables us to deliver stackable content with continuous iteration and optimization. Through the combination of in-house development and external collaboration, we have offered over 10,000 courses covering approximately 20 industries, with a total of over 13,000 learning hours, including approximately 2,900 hours of proprietary courses. Being customer-centric and result-oriented, we spot the common needs of various enterprises through our domain expertise and insights, and developed modular, systematic and scenario-based professional content.

Efficient use of technology underpins our success. Leveraging our coverage of 826 premium customers, who are customers with revenues from subscription based corporate learning solutions of over RMB10,000 in the last month of a given period, in approximately 20 industries, we have accumulated massive, domain expertise and insights across different industries and business scenarios, and constructed systematic labels and knowledge maps. Based on our industry insights and extensive experiences, our personalized recommendation engine then designs suitable learning paths for employees based on their positions and required skills. As a result, our solutions are capable of accurately matching personnel, positions, and courses through personalized recommendation. Our solutions embed key functions such as speech recognition, adaptive learning, intelligent practice partner and AI simulation training, making corporate learning more intelligent and effective. Our domain expertise and insights also fully empower all aspects of customer service and marketing. Through the modeling of customer portraits, market conversion and sales strategy, we have continuously discovered new sales opportunities, expanded corporate customer life cycles and improved marketing efficiency.

We believe focusing on our customers' success leads to our own success. Our digital and configurable solutions as well as satisfying customer services allow us to establish an excellent reputation in the market and accumulate a large, high-quality, loyal and rapidly growing customer base. Our high-quality customer base

includes leading players across many large-scale and high-growth industries, on average covering more than six of the top 20 players in electronic vehicles, real estate, healthcare and catering, according to Frost & Sullivan. Most of the remaining top players in such industries have not adopted third-party digital corporate learning solutions, according to Frost & Sullivan. The number of our subscription customers increased from 1,909 in 2019 to 2,346, on a Yunxuetang standalone basis, and 3,003, on a pro forma basis, in 2020. The number of our premium customers increased from 400 in 2019 to 605, on a Yunxuetang standalone basis, and 826, on a pro forma basis, in 2020. Our premium customers have contributed to 62.3% of our subscription revenue in 2019, and 67.2%, on a Yunxuetang standalone basis, and 69.5%, on a pro forma basis, of our subscription revenue in 2020. In 2020, the net revenue retention rate of our premium customers in terms of subscription revenue was 131.9% on a Yunxuetang standalone basis and 115.3% on a pro forma basis. The net revenue retention rate as of the end of a given period, or the benchmark date of a given period, is a percentage calculated by using (i) the total subscription revenue for the previous period from a group of customers as of the end of the previous period as the denominator, and (ii) the total subscription revenue for the given period from the same group of customers as the numerator. For more information on our pro forma adjustment, see “Unaudited Pro Forma Condensed Combined Statement of Comprehensive Loss.”

We have gained considerable business growth. In 2020, our revenue was RMB235.8 million (US\$36.1 million), representing an increase of 78.0% from RMB132.5 million in 2019. Our recurring subscription based corporate learning solutions revenue increased by 95.3% from RMB99.2 million in 2019, representing 74.9% of our total revenue, to RMB193.7 million (US\$29.7 million) in 2020, representing 82.1% of our total revenue. Our gross profit margin increased from 55.6% in 2019 to 62.7% in 2020. We incurred net loss of RMB184.2 million in 2019 and RMB265.1 million (US\$40.6 million) in 2020, and our adjusted net loss has increased from RMB154.5 million in 2019 to RMB200.1 million (US\$30.7 million) in 2020. Our net cash used in operating activities was RMB127.8 million in 2019 and RMB149.9 million (US\$23.0 million) in 2020.

Industry Background

According to Frost & Sullivan, China’s corporate learning market is one of the largest corporate learning markets in the world, with a market size of RMB418.4 billion in 2020. It is expected to grow to RMB839.2 billion in 2025, representing a CAGR of 14.9% from 2020 to 2025.

While the corporate learning market is huge, there are still significant unmet needs that cannot be fully addressed by traditional players. These players face a number of inherent challenges.

- **Poor training effectiveness.** The old-school short-term, spoon-feeding and large-class courses fail to provide continuous and targeted trainings, which leads to low learning efficiency, unsatisfying experience, limited interest, and ultimately poor training effectiveness.
- **Low content quality.** Traditional corporate learning providers do not possess sufficient content resources. Content offered by the traditional providers is unspecialized, untargeted and untimely, which is insufficient for new business scenarios and unable to meet the development needs of enterprises. This is primarily attributable to the lack of sufficient customer base and data capabilities of traditional corporate learning players to understand customers’ core development needs.
- **Lack of teaching system and tools.** Traditional corporate learning players lack comprehensive teaching system and tools for assessment, learning, practicing, examining and evaluating, and thus is unable to design targeted learning paths for employees and evaluate their learning results.
- **Non-scalable.** Unlike cloud-based solutions, it is difficult for traditional in-person corporate learning solutions that are not scalable through a large or distributed business to reach all employees. In addition, the traditional corporate learning is highly dependent on high-quality lecturers, which also limits their scalability.
- **High training cost.** Traditional corporate learning is mainly delivered in-person, which burdens corporates with high costs in management, travel, venue, equipment, and lecturers.

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The accelerating digital economy and the COVID-19 pandemic have sharply increased the needs for digital corporate learning solutions, which primarily deliver corporate learning content online. According to Frost & Sullivan, the market size of China's digital corporate learning solutions has reached RMB60.0 billion in 2020, and is expected to grow to RMB226.1 billion in 2025, representing a CAGR of 30.4% from 2020 to 2025.

During the paradigm shift, the integrated SaaS business model with the combination of software and content is expected to reshape the corporate learning market and become the mainstream business model for digital corporate learning.

Our Business Model and Solution



We have pioneered a highly integrated “software + content” model.

- Software
 - The cloud-native architecture of our software underpins the digital transformation of corporate learning. With cloud deployment, we help customers achieve rapid implementation and continuous upgrade of the learning solutions. Our software concurrently supports multiple terminals and provides remarkable compatibility.
 - Our software covers the entire process of assessment, learning, practice, test and evaluation. In addition, it is equipped with a comprehensive set of teaching tools that integrate training and content production, and offers data analytics capabilities.
 - We have launched different versions of software, including lite, standard, professional and flagship, which suit the specific needs from our customers.
- Content
 - We have an industry-leading content library as measured by number of courses, topics covered and quality of content, according to Frost & Sullivan. Leveraging powerful domain expertise and

insights, we have summarized typical use cases and best practices in various industries and developed standardized content for different positions and skill levels. We design personalized learning paths and objectives and intelligently recommends learning content, thereby improving learning effectiveness and experience. Our solutions also visualize the effectiveness of our content.

Key benefits of our business model and solutions to customers include:

- **Effective learning.** The development of 5G and cloud services allows better internet connectivity and smoother online training delivery. Our online solution frees users from time and space constraints, encourages participation and interaction, and optimizes learning experience, thereby enhancing training effectiveness. Mobile Internet allows corporate training to be available anywhere and to anyone, and thus serve more diversified use cases and reach significant larger learner base who were under-served.
- **High-quality content.** We offer a wide range of high-quality content targeted at various topics, use cases, employee positions and industries, catering to the strategic needs of our customers. Our content is developed through both in-house and collaboration with third-party content partners. With extensive experience in serving leading enterprises in different industries, corporate learning expertise and industry knowhow, we develop standardized high-quality content while keeping up with latest industry trends. Meanwhile, we continuously refine our corporate learning system and methodology throughout our content development process, ensuring the high quality of our content in the long term.
- **Integrated model with high efficiency.** Our software and content are organically integrated and coordinated. Leveraging advanced technologies, we create more precise learner profile, help develop and assign more personalized courses, and allows us to extract the commonality and best practice of leading enterprises and replicate to others. We also offer various corporate learning tools to help enterprises quantify learning results and manage the entire learning process, thereby improving the efficiency of talent development and facilitating the implementation of corporate strategies.
- **Scalability.** Our cloud-native solution is highly scalable, accommodating large and geographically dispersed employee bases and deployments of various sizes. In addition, our modular course design provides flexibility to ensure the dynamic upgrade and iteration of courses according to the needs of enterprises and changes in market conditions, which continuously promotes the talent development of enterprises.
- **Cost-effective and easy deployment.** Our plug-and-play solutions can be easily and quickly deployed. Our SaaS model offers high level of standardization, and optimizes and accelerates the process from content creation to delivery for the corporate training. Enterprises using our solutions can save the heavy investment in self-establishment and maintain digital corporate learning infrastructure. As a result, our solutions are more affordable to our customers. Moreover, online corporate learning significantly reduces the training costs while increasing flexibility to reach all employees.

Our Strengths

Leader in China's Digital Corporate Learning Market

We are the pioneer and leader in China's digital corporate learning industry. According to Frost & Sullivan, we are the largest digital corporate learning provider in China in terms of subscription based revenue and number of subscription customers. We believe our leading position has allowed us to establish brand reputation among customers. We are the first-mover in the mobile Internet era to build our solutions on cloud. Through the integration of powerful software systems and high-quality content, we have led the construction of the corporate learning ecosystem. Leveraging our powerful domain expertise and insights, we become one of the first corporate learning service providers in the industry to intelligently design learning paths and recommend content based on different customers' skill sets, positions and industries.

Innovative Business Model Integrating Software and Content

We innovated the integrated “software + content” SaaS solutions to address the pain points of traditional corporate learning providers, accommodating customers’ increasing demand for comprehensive corporate learning. The strong synergies between our software and content continuously bring monetization opportunities, thereby creating a strong competitive edge for us. We are able to better understand and predict customer needs with insights, enabling us to optimize our content in a timely and effective manner. Our high-quality content, in turn, enhances customer stickiness and encourages renewals and upsells of software subscriptions.

Advanced Technology Capabilities

We attach great importance to continuous investment in technology. As of December 31, 2020, we have 445 research and development personnel, accounting for 38% of our employees, with an average experience of nine years. For the years ended December 31, 2019 and 2020, we incurred RMB64.2 million and RMB109.2 million (US\$16.7 million) of research and development expenses, respectively.

Our advanced technology capabilities enable us to offer more intelligent and better solutions. Leveraging our continuously expanding user base and industry coverage, we have accumulated powerful domain expertise and insights that spans over different industries and business scenarios. As an early-mover equipped with machine learning capabilities, we have abstracted corporate employee skill portraits for different positions. Accordingly, we design customized learning paths for employees and are able to recommend suitable curriculum content intelligently, providing targeted solutions under diverse scenarios to our customers. We have successfully applied the powerful insights throughout our entire operations process, from product development to customer service.

Efficient Marketing Strategy

We adopt an efficient strategy that combines online and offline marketing activities. In addition, as one of the few corporate learning service provider on both Ali DingTalk and Tencent WeCom, we are able to extend our reach to more enterprises. Furthermore, we have established a well-recognized brand by serving leading companies in difference industries, which in turn allows us to reach the vast market of small and medium-sized enterprises through word-of-mouth referrals.

We digitize the entire sales and marketing process. With our profound domain expertise and insights, we accurately match our customers with solutions that are suitable for their business scenarios, thus improving customer signing rates and sales efficiency. Our marketing expenses as a proportion of revenue dropped from 94.2% in 2019 to 79.3% in 2020.

Strong and High-Profile Customer Base

We have gained considerable wallet shares from leading companies in various industries. We had a total of 2,194 customers in 2019, and 2,897, on a Yunxuetang standalone basis, and 3,572, on a pro forma basis, in 2020. The number of our subscription customers increased from 1,909 in 2019 to 2,346, on a Yunxuetang standalone basis, and 3,003, on a pro forma basis, in 2020. The number of our premium customers increased from 400 in 2019 to 605, on a Yunxuetang standalone basis, and 826, on a pro forma basis, in 2020. We have covered leading companies in consumer, healthcare, manufacturing, technology, electronic vehicles, and other high-growth industries. In 2020, the net revenue retention rate of our premium customers in terms of revenue from subscription based corporate learning solutions was 115.3% on a pro forma basis.

We help customers succeed and share their success. We have established a customer service team consisting of 174 personnel that work closely with our customers, ensuring satisfactory customer experience and exploring additional monetization opportunities. We provide full-cycle customer services from project planning,

implementation, operation support and maintenance. We pride ourselves in providing a satisfactory experience to every customer and user of our corporate learning solutions, as evidenced by our net promoter score, or NPS. We achieved an NPS of 81.5 as of June 30, 2021, according to Frost & Sullivan.

Entrepreneurial and Experienced Management Team

We benefit from a visionary, entrepreneurial and experienced management team with deep expertise in technology and education, enabling us to achieve significant business growth. Our management team has an average of more than 20 years of experience in enterprise services, Internet and education industries. Our founder, Mr. Xiaoyan Lu, is a successful serial entrepreneur with a profound technology background, rich experience and deep insights in the Internet, software and education industries and forward-looking leadership. Our CEO, Mr. Teng Zu, is an experienced entrepreneur in the Internet, education and corporate learning industries. He served at New Oriental Education & Technology and was responsible for its online business, gaining extensive experiences in education software and content and curriculum design. Our CTO, Mr. Yazhou Wu has rich experience in Internet and cloud architecture technology. He has held various senior positions at leading technology companies in China.

Our company has an agile organizational structure, adhering to a corporate culture of innovation and openness. Everyone is committed to serving and achieving customer success.

Our Strategies

Expand Customer Base and Further Improve Marketing Efficiency

We plan to continue to expand our customer base, especially large enterprises in first-tier cities and strategically selected industries. We endeavor to solidify our leadership in wallet shares of large enterprises, thereby enhancing our brand awareness to attract small and medium-sized customers. We will continue to provide satisfactory experiences to customers and users of our corporate learning solutions. We plan to capture the potential market opportunities brought by the digitization of traditional industries and the emergence of new economy. Moreover, we will further strengthen our brand and invest in brand building by increasing media exposure and organizing more offline industry seminars. Additionally, we plan to improve marketing efficiency. We will continue to broaden and optimize sales channels, deepen our cooperation with Tencent WeCom and Ali DingTalk, expand into lower-tier cities, and improve capabilities and efficiency of our sales team.

Strengthen Business Relationships with Existing Customers

To create more value to our customers, we will conduct interact more frequently with customers and provide responses to their demands more timely, which will facilitate our in-depth understanding of customer feedback on the use of solutions and resolve any problems they encounter more efficiently. We will encourage renewals and upsells by upgrading and optimizing our software, and developing targeted and comprehensive high-quality content to satisfy various needs from customers.

Create Content Ecosystem with Strong Network Effects

We aim to build a corporate learning ecosystem, effectively connecting our software and content with the enterprise intranet and with enterprise software such as enterprise resource planning, customer relationship management and human capital management. Through this integrated ecosystem, we will be able to help our customers seamlessly work through our solutions and other enterprise software, providing them with flexibility, convenience and satisfying learning experience.

We will continue to focus on the development of high-quality content to ensure the dynamic update and iteration of the courses to meet the needs of the enterprises. We plan to strengthen content development leveraging our data and technology capacities, to meet the needs of more diversified business scenarios and more career development stages of corporate talents.

Levering our software content development tools, our corporate learning system and methodology as well as our extensive sales channels, we plan to establish an open content ecosystem to attract and engage more content partners. Accordingly, we will be able to further expand and optimize our content library to serve more customers and achieve strong network effects.

Continuously Invest in Technology

We will continue to upgrade our technology infrastructure to enhance the scalability, stability, concurrence and security of our solutions. We also plan to develop an open PaaS to improve the flexibility and scalability of our solutions, enabling customers to develop customized corporate learning applications on our software using simple and standardized application programming interfaces. In addition, to solidify our competitive edges, we will continue to invest in AI technologies to upgrade our solutions and enhance our operation efficiency. We will also explore opportunities brought by the next-generation computing platform and mixed reality/virtual reality/augmented reality technologies, accelerating the digital transformation of corporate learning and enriching learning experience.

Selected Strategic Cooperation, Investment and Acquisitions

We will further enhance our technology capabilities and content library through strategic cooperation, investment and acquisitions of new technologies, application software and high quality content. Furthermore, we will consider strategic acquisitions from time to time to scale our business, enabling us to better address the demands from customers and creating more values to them.

Our Solutions

We provide an innovative corporate learning SaaS solution, “software + content” integrated and primarily subscription based. We provide our solutions to customers across different industries, at different scale and development stages.

Software

With years of operations, we have developed a deep understanding of corporate learning for diversified organizations. We offer a variety selection of bespoke cloud-based solutions that suit their specific needs. Key components of our solutions include:

- *Corporate learning system.* Our corporate learning system comprises (i) a hybrid learning management system with comprehensive features, which covers the full corporate learning cycle; (ii) a knowledge management system empowered by AI technology and insights, which is capable of storing contents in an organized manner based on the needs of users; and (iii) a talent development system, which empowers enterprises to assess the skills of their employees, thereby developing customized learning paths based on their skill sets and development objectives for their positions.
- *Personalized e-learning system.* Customized to the needs of users at different positions, from different enterprises, and in different industries, our AI-powered adaptive personalized e-learning system intelligently recommends learning content.
- *Teaching tools*—We offer various modularized multimedia learning tools for our customers’ to select, including interactive online learning, livestream learning, content production tools, among others.
- *Training data analytics system.* Training data analytics system helps enterprises and individuals analyze the training results, thereby providing advice on future learning paths.

Our software products have the following features:

- *Comprehensive functionality with high-quality content:* We believe our comprehensive solutions enable enterprises to align corporate learning with their strategic goals and business objectives, and provide individuals in different industries at different positions with tools to advance their careers.

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- *Easy-to-use:* Our solutions employ an intuitive and user-friendly interface, which makes online learning convenient and accessible to all, increasing user adoption rates and usage.
- *Highly flexible, configurable and scalable:* Our highly flexible and configurable software products allow our customers with diversified business needs to use at their discretion. Our customers can configure various features, functions, and workflow in our solutions based on job position, department, location, responsibilities, among others.
- *Intelligent:* We are able to better understand our users, assess their skills, develop learning paths and recommend intelligently based on their needs and preferences, thereby providing smarter and more personalized learning experiences.

The following tables summarize the information of our software products:



- *Lite version.* We empower small organizations to learn by offering a lite version of our software product, which contains basic digital learning tools and learning content, etc., fulfilling the needs for online learning and test for small organizations.
- *Standard version.* For mid-sized organizations which typically prioritize learning for their management team, our standard version software product offers advanced and interactive learning and evaluation reports, and supports multiple languages. Our standard version product is able to satisfy the needs for professional training projects at scale.
- *Professional version.* On top of the standard version, the professional version is equipped with functions including advanced learning, test, evaluation reports, and corporate learning tool packs, among others, aiming to empower mid-sized and large enterprises with professional learning management and talent development.
- *Flagship version—Xuanxing Digital Corporate Learning Solution.* Xuanxing is our flagship product, providing one-stop, intelligent and digital learning solutions to empower enterprises and talents. By

offering integrated solutions of learning systems, learning tools and high-quality content library, Xuanxing is able to address various needs from our customers.



Screenshots of our software product—content library (flagship version)



Screenshots of our software product—user's homepage (flagship version)



Screenshots of our software product—user’s talent development system (flagship version)

Content

We have established a content library with a wide range of high-quality content to support corporate learning, which is integrated into our software solutions. Through the combination of in-house development and external collaboration, we have offered over 10,000 courses covering approximately 20 industries, with a total of over 13,000 learning hours, including approximately 2,900 hours of proprietary courses. Our content can be delivered through on-demand video or live streaming. In addition, to enhance learning experience, we also adopt an online-merge-offline approach to integrate online resources and offline courses, providing in-person learning sessions. Our content library includes over 9,000 on-demand and online courses across a wide spectrum of topics, including talent development, management and leadership, job knowledge, industry-specific know-how, business skills and content production, which is illustrated in the following diagram.



Leveraging powerful domain expertise and insights, we assess users’ skill levels and develop tailored learning paths with intelligently recommended courses. Our courses provide users with exercises to apply concepts to real situation. At the end of a course, users take a test to evaluate whether they have mastered the knowledge. In addition, recommendations for future skill development will pop out once a user completes his or her current curriculum.

Content Development

Our content are primarily developed by our instructors, who mainly focus on developing, updating and improving our courses and related materials to stay abreast of the latest trends in their respective areas. As of December 31, 2020, we had 174 instructors, mainly are renowned experts, scholars and entrepreneurs across various industries including consumer, healthcare, manufacturing, technology, among others.

We have established a highly systemized and streamlined process for developing new content. To select suitable topics and suitable instructors, we keep close communications with customers to understand their needs and also focus on latest market trends. We provide instructors with a set of tools and skill development materials to instruct them on our course design methodology, and we assist and guide them through the video production and editing process. As of December 31, 2020, we had a dedicated content development team with an average of over eight years of work experience in education and corporate learning industries.

Complementary to in-house content development, we also closely collaborate with selected content partners, which include renowned corporate learning vendors and colleges. Leveraging our powerful domain expertise and insights, we provide content development guidance, user feedback, industry know-how and data-driven content development tools to content partners. We work with content partners to adapt their high-quality content to our software and learning system, and to develop supplementary course materials, syllabus, exercises and tests.

We have established a real-time multi-dimensional feedback mechanism to optimize and iterate our content, thereby continuously improving content creation efficiency, learning results and user experience.

Our Customers

Our solutions are used by organizations of all sizes across a broad range of industries in China. In 2020, we had 3,572 customers, including over 200 Fortune 500 companies in China. We have covered leading companies in consumer, healthcare, manufacturing, technology, electronic vehicles, and other high-growth industries.

Customer Case Studies

The following are examples of how some of our customers have adopted our solutions. We believe these customers' usage is representative of usage by our customers generally and shows the breadth of our solution offerings and adoption across geographies, verticals, and customer size.

Client A

Client A is a leading platform for housing transactions and services in China.

When carrying out group level management in its early days, Client A had to deal with monthly training reports from various cities across the country, and statistical tabulation of class hours, teaching, studying and degree of satisfaction was onerous.

In 2018, Yunxuetang provided one-stop corporate learning solutions for Client A, including Yunxuetang's cloud-based corporate learning system with live streaming modules, and a package of over 5,500 different courses and supporting services, enabling Client A to fully digitalize its corporate training process. Our solutions helped Client A significantly improve its efficiency of training and reduce training costs.

So far, our digital corporate training solutions covered Client A's employees in various cities across China. As a result of our continuous value creation, as of June 2021, the number accounts activated by Client A has increased by over eight times since our initial collaboration.

Client B

Client B is a leading kitchen appliances manufacturers in China.

Facing the demand for an increasing number of talent development projects, Client B was keen to build a one-stop internal training platform that allows for effective training and knowledge management and provides personalized learning paths and post-learning assessment.

In 2019, Client B started to use the corporate learning solution developed by Yunxuetang. Initially, Client B only purchased employee accounts for a small portion of its employees. Benefiting from our high quality, efficient and cost-effective solutions, Client B subsequently activated additional accounts, over five times as compared to its initial purchase, with various features and functions for both its employees and distributors, such as on-the-job training catering to different positions, talent demand identification, online knowledge management, annual training planning and live streaming classes.

Yunxuetang successfully helped Client B to integrate its online and offline trainings, established a sound learning platform, and is continuously improving the learning platform on all relevant aspects, including teaching, learning, practicing, testing and assessment.

Client C

Client C is a world-leading manufacturer and supplier of construction and mining equipment headquartered in China.

Yunxuetang established client relationship in 2020 with Client C, offering integrated corporate learning solutions and supporting services. Yunxuetang provides diverse types of trainings, such as new employee training, general competence training, product knowledge and professional skill training, as well as certification program. Staff across various levels at key business units of Client C, including marketing, R&D, production management, quality management, supply chain management and after-sales services, etc. have attended the trainings through the digital platform. Trainings provided by our solutions enabled attendees to better develop their skills and enhanced their innovation capability.

Within one year, the digital corporate learning platform has been widely and actively used by Client C's employees, demonstrating the easy-to-use features and effective training and learning results of our solutions.

Customer Services

We have developed a full-coverage customer support and services to customers throughout their use of our solutions. Complementary to our SaaS solutions, we also offer supplementary technical and operational support services to customers, which allows us to build customer rapport, to drive customer satisfaction and to capture cross-selling and upselling opportunities. We value each customer and place great emphasis on improving customer experience at each stage.

We provide pre-sale consultation, onboarding implementation support and training at the initial stage. In addition, we provide on-going technical, maintenance and operational support to ensure reliable performance. We believe close customer relationship can keep us posted of market feedback and evolving needs for corporate learning, which drives our solution development and innovation and higher customer satisfaction.

Sales and Marketing

Direct sales supported by our experienced industry-focused team is our primary sales approach. To promote our solutions, particularly when we enter into a new vertical, we cooperate with industry leaders to complete lighthouse projects to demonstrate our technological capabilities and advantages of our solutions. We then leverage such lighthouse projects to develop and offer solutions to other customers, thereby further penetrating the vertical.

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We have implemented a “land and expand” strategy to achieve organic expansion within existing customers. As organizations have good experience in using our SaaS solutions and become familiar with the benefits, they tend to expand usages. Moreover, our “land and expand” strategy enables us to grow as our customers grow, and to generate incremental revenues through increased levels of adoption by our customers. In 2020, the net revenue retention rate of our premium customers in terms of subscription revenue was 131.9% on a Yunxuetang standalone basis and 115.3% on a pro forma basis.

We have established a professional and industry-focused in-house sales team consisting of 296 people as of December 31, 2020. Our employees have deep knowledge of the industries and customers they cover. Our in-house sales team works closely with our content development team to ensure that they can propose and customize the best solutions to address the pain points our customers have to deal with in the relevant industry verticals.

In addition to direct sales, we also collaborate with channel partners, such as Tencent WeCom and Ali DingTalk, and leverage their customer network to effectively extend our reach to more enterprises.

We adopt an efficient marketing strategy to enhance our brand awareness that combines online advertising and offline seminars and marketing events. In addition, we also promote our brand and generate customer leads through word-of-mouth referrals by our customers.

Technology and Infrastructure

Technology is the backbone of our highly scalable business model. Our strong technological capabilities enable us to deliver superior user experience and improve operational efficiency. Our technology team, coupled with our technologies and insights, has continued to identify opportunities for improvements in our technology infrastructure and applications. We believe a strong technology and product development capability is crucial to our continued success and ability to develop innovative solution offerings to keep up with rapid development and advances in data and AI technologies. We closely attend to the needs of our customers and respond to their feedback and requests through developing new solutions or adding advanced or optimized features in existing solutions. As of December 31, 2020, we employed 445 research and development staff, representing 38% of our total number of employees. For the years ended December 31, 2019 and 2020, we incurred RMB64.2 million and RMB109.2 million (US\$16.7 million) of research and development expenses, respectively.

Cloud-Native Architecture

Our SaaS solutions are designed and deployed with an on-demand, multi-tenant, and multi-user architecture. We employ a configurable architecture to balance the load of customers on separate sub-environments, as well as to provide a flexible method for scalability without affecting other parts of the current environment. Our cloud-native architecture allows us to provide our customers with high levels of uptime. In addition, to effectively address various needs from our customers, we have adopted a modular micro-service architecture on top of our cloud infrastructure. This facilitates the customization, iteration and delivery of configurable corporate learning solutions that meet the requirements and preferences of customers.

Domain Expertise and Insights

Our solutions are powered by our domain expertise and insights related to skill assessment, teaching, learning, content production, content recommendation and outcome evaluations. We are able to generate and leverage high-quality industry insights, understand corporate learning needs, and establish best practices and case studies to develop targeted solutions for customers. We have developed models to standardize skill set for different positions, design personalized learning paths, abstract employee skill portraits and develop knowledge maps. Therefore, we are able to address various requirements and demands for corporate learning and talent development in a flexible, effective and efficient manner.

AI Technology

As an early-mover equipped with machine learning capabilities, we are capable of providing intelligent solutions for multiple scenarios, such as voice recognition, intelligent practice partner, adaptive learning, among others, thereby enabling us to better understand each user and deliver superior learning experience. With AI technologies, we are able to achieve the automation and personalization of corporate learning.

Intellectual Property

We rely on a combination of trademark, fair trade practice, intellectual property laws in China and other jurisdictions, as well as confidentiality procedures and contractual provisions to protect our intellectual property. As of December 31, 2020, we had 104 trademarks, 345 copyrights, one patent and 79 domain names in China. As of the same date, we publicly filed 21 trademark applications in China.

In addition, we rely on a number of exclusive rights, especially know-hows, portrait rights, rights of publicity on social media platforms, social media accounts and online store accounts. We also enter into confidentiality agreements with our employees, and we rigorously control access to our technologies and information. As such, we believe the protection of our trademarks, copyrights, domain names, trade names, patents trade secrets, know-hows, portrait rights, rights of publicity or personality and other proprietary rights is critical to our business. For risk factors relating to our intellectual properties, please see “Risk Factors—Risks Related to Our Business and Industry—We could incur substantial costs in protecting or defending our intellectual property rights, including intellectual properties licensed from third parties, and any failure to protect our intellectual property could adversely affect our business, results of operations and financial condition.”

Data Security and Privacy

We are committed to protecting our users’ data security and privacy, and to complying with all applicable laws and regulations on data security and privacy. Our data are primarily processed and stored at servers located in China. When providing services to our customers, while we have access to such data, we process as data processor on behalf of our customers other than having control over sensitive data as data controller. Such data are either collected by our enterprise customers, or collected by us at our customers’ request and with sufficient authorization from the individual users. Upon requests from customers, we will delete all data related to our services to customers in compliance with applicable laws.

We have established and implemented a strict group-wide policy on data collection, processing and usage. To ensure the confidentiality and integrity of our data, we maintain a comprehensive and rigorous data security program. We anonymize and encrypt confidential data and take other technological measures to ensure the secure collection, storage, processing, transmission, usage and deletion of data. We have also established stringent internal protocols under which we grant classified access to data so as to only allow minimum data access by limited employees with strictly defined and layered access authority. Data access records are kept for review on a regular basis. We strictly control and manage the use of data in the company. Our back-end security system is capable of handling malicious attacks to safeguard the security of our operations and to protect the data security of our users. We also apply various data safety technologies, such as anti-spider technologies, to ensure data security. To ensure reliability and availability of our operations, we have designed various emergency plans in response to events of potential security breaches and attacks. We back up our data 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 properly and are well maintained.

To identify potential security risks, ensure strict compliance of our data security and privacy policies and applicable laws and regulations, we conduct security reviews both internally and on our suppliers. We also

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conduct regular data security trainings to all employees. We have also established a data security committee led by our chief executive officer and our chief technology officer, members of which also include leaders in the R&D, software development, content development, operation and customer service departments. Major responsibilities of our data security committee include to establish and update our network and data security related policies and strategies in compliance with applicable laws and regulations, assign security management responsibilities to relevant departments, response to sever network and potential data leaks, make key decisions in relation to network and data security, among others.

We have completed information security, privacy and compliance certifications/validations. For example, we have obtained ISO 27001 Information Security Management System Certification, have passed the evaluations for ITSS Maintenance Service Capability Maturity—Level 3 and ITSS Cloud Computing SaaS Service Capability—Level 3, and have completed registration for Multi-Level Security Protection—Level 3. We are committed to enhancing our data security and privacy measures, and are in the process of obtaining additional information security, privacy and compliance certifications/validations.

For risk factors relating to data security and privacy, please see “Risk Factors—Risks Related to Our Business and Industry—Security breaches and improper access to or disclosure of our data or our customers’ data or other cyberattacks on our systems could result in litigation and regulatory risk and harm our reputation and our business.”

Competition

The corporate learning industry is rapidly evolving and increasingly competitive. We face competition from market players of various segments of the corporate learning industry, including both digital corporate learning providers and traditional corporate learning providers. Digital corporate learning providers mainly consist of the following categories: (i) integrated SaaS solution providers; (ii) digital content providers; (iii) software developers; and (iv) traditional service providers in the process of digital transformation.

Among all digital corporate learning providers, integrated SaaS solution providers, leveraging their digitalization capabilities and industry insights, are best positioned in the competition, primarily because the integrated “software + content” model is able to deliver better user experience and greater training effectiveness. As the leading digital corporate learning provider with integrated SaaS solution, we believe that we are strategically positioned to consolidate the fragmented market and further solidify our market leadership.

However, some of our existing competitors have greater name recognition, longer operating histories, larger customer bases as well as greater financial, technical and other resources. See “Risk Factors—Risks Related to Our Business and Industry—We operate in a highly competitive market. If we fail to compete effectively, our business, results of operations and financial condition could be materially and adversely harmed.” For more information of the competitive landscape of our industry, see “Industry Overview.”

Employees

We had a total of 774 and 1,177 employees as of December 31, 2019 and 2020, respectively, which were located in China. The following table sets forth the numbers of our employees categorized by function as of December 31, 2020.

Function	Number of Employees
Research and development	445
Sales and marketing	405
Administration and operation	327
Total	1,177

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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, as a result, have generally been able to attract and retain qualified personnel and maintain a stable core management team.

As required by regulations in China, we participate in various employee social security plans that are organized by municipal and provincial governments, including pension, unemployment insurance, childbirth insurance, work-related injury insurance, medical insurance and housing provident fund. We are required under PRC law to make contributions to employee benefit plans at specified percentages of the salaries, bonuses and certain allowances of our employees, up to a maximum amount specified by the local government from time to time. See “Risk Factors—Risks Related to Our Business and Industry—Failure to make adequate contributions to social insurance and housing provident fund as required by PRC regulations may subject us to penalties.”.

We enter into standard labor contracts and confidentiality agreements with our employees. To date, we have not experienced any significant labor disputes. None of our employees are represented by labor unions.

Facilities

We are headquartered in Beijing and Suzhou and have several offices in China. We lease our premises under operating lease agreements from independent third parties. We believe that our existing facilities are generally adequate to meet our current needs, but we expect to seek additional space as needed to accommodate future growth.

Insurance

We maintain various insurance policies to safeguard against risks and unexpected events. In addition to providing social security insurance for our employees as required by the PRC law, we also provide supplemental commercial medical insurance for our employees. Consistent with customary industry practice in China, we do not maintain business interruption insurance, nor do we maintain key-man life insurance.

Legal Proceedings

We are involved in disputes and legal or administrative proceedings in the ordinary course of our business.

In June 2020, we acquired control over CEIBS PG and its business, which mainly consists of subscription based corporate learning solutions, by acquiring the entire equity interests in (i) Digital B-School China Limited, holding a 39% equity interest in CEIBS PG, and (ii) CEIBS Management Limited, holding a 21% equity interest in CEIBS PG (collectively, the “Share Transfer”). However, in August 2020, China Europe International Business School (“CEIBS”), the other shareholder of CEIBS PG holding the remaining 40% equity interest, stated publicly that we had infringed its intellectual property rights and CEIBS was not aware of and did not recognize the associated share purchase of Shanghai China Europe and Shanghai Fenghe by Yunxuetang Network, our VIEs. During the same month, CEIBS filed a writ of summons at the High Court of Hong Kong against CEIBS PG, seeking a declaration that a quitclaim entered into among CEIBS and CEIBS PG in May 2007 (the “Quitclaim”) was not legally binding on CEIBS.

In September 2020, CEIBS PG sent a request for consultation to CEIBS stating that it was prepared to refer the disputes to arbitration. In November 2020, CEIBS discontinued the litigation.

In late November 2020, CEIBS PG filed an arbitration before the Hong Kong International Arbitration Centre against CEIBS, seeking a declaration that the Quitclaim is enforceable and binding on CEIBS and CEIBS is not entitled to unilaterally withdraw the Quitclaim, together with an inquiry as to damages suffered by CEIBS PG (the “HKIAC Arbitration”).

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In January 2021, CEIBS filed a winding up petition with the High Court of Hong Kong, seeking to wind up CEIBS PG (the “Winding-up Proceedings”).

In May 2021, CEIBS filed a stay application with the HKIAC seeking to stay the HKIAC Arbitration. In July 2021, a hearing on the stay application was held and no decision has been made by the HKIAC as of the date of this prospectus.

The abovementioned disputes arose from a series of transaction documents, including a share purchase agreement (the “SPA”), entered into among CEIBS and certain then shareholders of CEIBS PG for the establishment of CEIBS PG in May 2007 (together with the SPA, the “Transaction Documents”). As part of the arrangement, CEIBS entered into the Quitclaim and agreed to relinquish the sole and exclusive rights over certain trademarks to CEIBS PG worldwide.

Regarding the disputes in the HKIAC Arbitration, CEIBS alleged that the Quitclaim was not executed as a deed and that there was a lack of consideration. However, as advised by our litigation counsel, we do not see any sufficient basis for CEIBS to deny or withdraw the Quitclaim for the following reasons: (i) the agreement of the parties to enter into the SPA was the consideration for the Quitclaim or, alternatively, the Quitclaim was part of the consideration for the SPA; and (ii) the Quitclaim and the SPA were executed on the same day, with express reference to the Quitclaim made in the SPA. Therefore, the Quitclaim was part of a composite agreement among the parties to the SPA.

Regarding the disputes in the Winding-up Proceedings, CEIBS alleged that the Share Transfer breached the relevant provisions stipulated in the Transaction Documents and that we infringed its intellectual property rights by using “CEIBS” related trademarks, on the basis that, amongst others, (i) the Share Transfer circumvented and was in breach of a right-of-first-offer provision, which requires a shareholder to give notice to other shareholders before it transfers its shares to a transferee who is neither another shareholder or an affiliate of a shareholder; (ii) the Share Transfer has caused a complete and irretrievable breakdown of mutual trust and confidence in the cooperation of CEIBS PG among the parties; (iii) CEIBS has the right to withdraw the sole and exclusive rights over the trademarks granted to CEIBS PG when there are significant changes to the shareholder structure of CEIBS PG based on the memorandum of understanding agreed among the parties; and (iv) we infringed its intellectual property rights by using “CEIBS” related trademarks outside the agreed scope under the Quitclaim.

As advised by our litigation counsel, we believe that the claims made by CEIBS above lack merit for the following reasons: (i) the right-of-first-offer provision only applies to direct transfer of CEIBS PG’s shares and the Share Transfer is not contractually restricted under the Transaction Documents; (ii) the right to freely transfer shares can only be restricted by sufficiently clear words restricting such rights and there is no written evidence supporting the alleged common understanding and legal expectation nor any documents recording the claimed mutual trust and confidence; (iii) the Transaction Documents have constituted the full and entire understanding and agreement amongst the parties in relation to CEIBS PG, which do not contain any clause specifically concerning withdrawal of the relevant intellectual properties under the Quitclaim in case of substantial change to the shareholding structure; and (iv) the Share Transfer did not affect the original business scope of the Quitclaim.

Subject to certain assumptions and qualifications, the transaction counsel on the Share Transfer is of the view that the terms of the transaction documents in relation to our acquisition of CEIBS PG do not violate any applicable laws in Hong Kong, and are not subject to the restrictions or other requirements under the Transaction Documents. Therefore, according to our litigation counsel, we believe that the likelihood for the Winding-up Proceedings to succeed is relatively remote based on the currently available information. As of the date of this prospectus, both the HKIAC Arbitration and the Winding-up Proceedings are ongoing. Currently, the HKIAC Arbitration is scheduled to be heard in June 2022. The first hearing for the Winding-up Proceedings was held in April 2021 and the next one is scheduled in October 2021, both only deciding procedures in the Winding-up Proceedings. At this initial stage, we cannot predict whether the outcome of any of the above claims, in whole or in part, may result in a loss, if any. Therefore, an estimate of the amount or range of reasonably possible losses cannot be made at this time.

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Since our acquisition of CEIBS PG, we have implemented various measures to integrate its business operations, including its online courses and customer base. As advised by our PRC legal counsel, the termination of the Quitclaim will not lead to CEIBS PG's immediate, automatic or necessary loss of "CEIBS" related trademarks already registered under its name, as the invalidation of registered trademark normally will involve onerous and time-consuming administrative or court proceedings in the PRC, nor will said termination affect our continuous use and sale of CEIBS PG's online courses since the termination of Quitclaim may not affect our PRC copyright. In the relatively remote event that the Quitclaim is terminated, we believe that we will be able to maintain our overall business operations with our enhanced brand awareness and the benefits of our solutions. In addition, as advised by our PRC legal counsel, subject to certain assumptions and qualifications, our Equity Transfer Agreement entered into by and between Yunxuetang Network and other parties dated on June 24, 2020 are effective and do not contravene any PRC Laws and the relevant trademarks in the PRC will not be affected even if the Quitclaim is terminated.

Except as disclosed above, we are currently not a party to any other material legal or administrative proceedings. However, 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. See "Risk Factors—Risks Related to Our Business and Industry—From time to time, we may become defendants in legal proceedings for which we are unable to assess our exposure and which could become significant liabilities in the event of an adverse judgment" and "Risk Factors—Risks Related to Our Business and Industry—We could incur substantial costs in protecting or defending our intellectual property rights, including intellectual properties licensed from third parties, and any failure to protect our intellectual property could adversely affect our business, results of operations and financial condition."

REGULATION

This section sets forth a summary of the most significant PRC laws and regulations relevant to our business and operations in China.

PRC Regulations

We operate our business in China under a legal regime created and made by PRC lawmakers consisting of the National People's Congress, or the NPC, the country's highest legislative body, the State Council, the highest authority of the executive branch of the PRC central government, and several ministries and agencies under its authority, including the Ministry of Industry and Information Technology, or the MIIT, the State Administration for Market Regulation (formerly known as the State Administration for Industry and Commerce), or the SAMR, and the National Press and Publication Administration (formerly known as the State Administration of Press Publication Radio Film and Television), or the SAPPRFT, or the MOE. This section summarizes the principal PRC regulations related to our business.

Regulation Relating to Foreign Investment

On March 15, 2019, the National People's Congress promulgated the Foreign Investment Law, which came into effect on January 1, 2020 and replaced the trio of laws regulating foreign investment in China, namely, 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 foreign-invested enterprises established prior to the effectiveness of the Foreign Investment Law may keep their corporate forms, among other things, within five years after January 1, 2020. Pursuant to the Foreign Investment Law, "foreign investors" means natural persons, enterprises, or other organizations of a foreign country, "foreign-invested enterprises", or FIEs, means any enterprise established under PRC law that is wholly or partially invested by foreign investors and "foreign investment" means any foreign investor's direct or indirect investment in mainland China, including: (i) establishing FIEs in mainland China either individually or jointly with other investors; (ii) obtaining stock shares, stock equity, property shares, other similar interests in Chinese domestic enterprises; (iii) investing in new projects in mainland China either individually or jointly with other investors; and (iv) making investment through other means provided by laws, administrative regulations, or State Council provisions.

The Foreign Investment Law stipulates that China implements the management system of pre-establishment national treatment plus a negative list to foreign investment and the government generally will not expropriate foreign investment, except under special circumstances, in which case it will provide fair and reasonable compensation to foreign investors. Foreign investors are barred from investing in prohibited industries on the negative list and must comply with the specified requirements when investing in restricted industries on that list. When a license is required to enter a certain industry, the foreign investor must apply for one, and the government must treat the application the same as one by a domestic enterprise, except where laws or regulations provide otherwise. In addition, foreign investors or FIEs are required to file information reports and foreign investment shall be subject to the national security review. In addition, the Implementation Rules of the Foreign Investment Law, effective on January 1, 2020, clarifies that the Foreign Investment Law and its implementation rules also apply to investments by FIEs in China.

On December 26, 2019, the Supreme People's Court of China promulgated the Interpretations on Certain Issues Regarding the Application of Foreign Investment Law, effective on January 1, 2020, pursuant to which "investment contracts" are defined as relevant agreements formed as a result of direct or indirect investments in China by foreign investors, namely, foreign individuals, foreign enterprises or other foreign organizations, including contracts for establishment of foreign investment enterprises, share transfer contracts, equity transfer contracts, contracts for transfer of property or other similar interests, contracts for newly-built projects and etc. Any claim to invalidate an investment contract will be supported by courts if such investment contract is decided

to be entered into for purposes of making foreign investments in the “prohibited industries” under the negative list or for purposes of investing in the “restricted industries” without satisfaction of conditions set out in the negative list.

Regulation Relating to Foreign Investment Restrictions

According to the latest Special Administrative Measures for the Entry of Investment (Negative List), or the Negative List, promulgated by the Ministry of Commerce, or the MOFCOM, and the National Development and Reform Commission, or the NDRC, effective on July 23, 2020, the provision of value-added telecommunications services falls in the restricted industries and the percentage of foreign ownership cannot exceed 50% (except for e-commerce, domestic multi-party communication, store-and-forward and call center). Besides, foreign investment in internet news services, online publishing services, internet audio-visual program services, internet culture operation (except for music) and internet information dissemination services (except for contents opened up in China’s WTO commitments) shall be prohibited. Foreign investment in radio and television program production and operation (including introduction of businesses) companies is also prohibited.

The Regulations for the Administration of Foreign-Invested Telecommunications Enterprises (2016 revision), which was promulgated by the State Council on December 11, 2001 and amended on September 10, 2008 and February 6, 2016, require foreign-invested value-added telecommunications enterprises in China to be established as Sino-foreign equity joint ventures with the foreign investors owning no more than 50% of the equity interests of such enterprise. In addition, the main foreign investor who invests in a foreign-invested value-added telecommunications enterprises operating the value-added telecommunications business in China must demonstrate a good track record and sound experience in operating a value-added telecommunications business. The qualified foreign-invested value-added telecommunications enterprises shall obtain prior approvals from the MIIT and the MOFCOM or their authorized local counterparts, or the NDRC (if applicable), for its commencement of value-added telecommunication business in China.

On January 13, 2015, the MIIT issued the Circular on Loosening the Restrictions on Shareholding by Foreign Investors in Online Data Processing and Transaction Processing Business (for profit E-commerce), according to which, a foreign investor is allowed to hold 100% of the equity interest in a PRC entity that provides online data processing and transaction processing services (for profit E-commerce) in China (Shanghai) Pilot Free Trade Zone. On June 19, 2015, the MIIT issued the Circular on Loosening the Restrictions on Shareholding by Foreign Investors in Online Data Processing and Transaction Processing Business (for-profit E-commerce), which expanded the designated districts from China (Shanghai) Pilot Free Trade Zone to the whole country.

In June 2016, the MIIT issued the Notice of the Ministry of Industry and Information Technology on Issues Relating to Hong Kong and Macau Service Providers Engaging in Telecommunication Business in Mainland China, or Notice 222, according to which, (1) Hong Kong and Macau service providers are allowed to establish wholly-owned enterprises or joint venture enterprises in Mainland China with no restriction on shareholding percentage for provision of the value-add telecommunication businesses with respect to online data processing and transactions processing (limited to for profit E-commerce), domestic multi-party communications services (under the Classification Catalogue of Telecommunications Services), store-and-forward services, and contact center services, internet access services business (limited to providing internet access services for online users) and information services business (limited to application stores), and Hong Kong and Macau service providers are allowed to establish joint venture enterprises in Mainland China with the shareholding percentage of Hong Kong and Macau investors in the joint venture enterprises not exceeding 50%, for provision of the value-add telecommunication businesses with respect to online data processing and transactions processing (excluding for profit E-commerce), domestic internet virtual private network business (under the Classification Catalogue of Telecommunications Services), internet data center business, internet access services business (except for providing internet access services for online users), and information services business (except for application stores). Hong Kong and Macau service providers referred to in above Notice 222 shall be subject to relevant provisions in the Mainland and Hong Kong Closer Economic Partnership Arrangement or the Mainland and Macau Closer Economic Partnership Arrangement and its relevant supplements.

To comply with the above foreign investment restrictions, we rely on the contractual arrangements with our VIE to operate our business in China. However, there remain substantial uncertainties with respect to the interpretation and application of existing or future PRC laws and regulations on foreign investment. See “Risk Factors—Risks Related to Our Corporate Structure”. 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 value-added telecommunications services and other types of businesses in which foreign investment is restricted or prohibited, we could be subject to severe penalties.

Regulations Relating to Value-added Telecommunications Services

An extensive regulatory scheme governing telecommunication services, including value-added telecommunication services and infrastructure telecommunications services, is promulgated by the State Council, MIIT, and other relevant government authorities. Value-added telecommunication service operators may be required to obtain additional licenses and permits in addition to those that they currently have given new laws and regulations may be adopted from time to time. In addition, substantial uncertainties exist regarding the interpretation and implementation of current and any future PRC laws and regulations applicable to the telecommunication activities.

On September 25, 2000, the State Council promulgated the Telecommunication Regulation of the People’s Republic of China, or the Telecommunications Regulations, as last amended on February 6, 2016, to regulate telecommunications activities in China. According to the Telecommunications Regulations, there are two categories of telecommunication activities, namely “infrastructure telecommunications services” and “value-added telecommunications services”. Pursuant to the Telecommunications Regulations, operators of value-added telecommunications services, or VATS, shall be approved by MIIT, or its provincial level counterparts, and obtain a license for value-added telecommunications business, or VAT License. The Measures for the Administration of Telecommunications Business Licensing, or the Licenses Measures, issued on March 1, 2009 and most recently amended on July 3, 2017 for the purpose of strengthening the administration of telecommunications business licensing, which set forth more specific provisions regarding the types of licenses required to operate VATS and the application for and the approval, use and administration of a telecommunications business permit. According to the Licenses Measures and Telecommunications Regulations, any entity conducting VATS without obtaining the VAT License or conducting business beyond the authorized scope on the VAT License may be subject to correction, confiscation of the illegal income, a fine ranging from three to five times the amount of the illegal income (where there is no illegal income, or the illegal income is less than RMB50,000, a fine ranging from RMB100,000 to RMB1 million), and suspension of business operation.

The Classification Catalogue of Telecommunications Services (2015 Version), as last amended on June 6, 2019, defines (1) “online data processing and transaction processing services” as the services of providing online data processing and transaction/affair processing to users through public communication networks or the Internet using various data and transaction/affair processing application platforms connected to public communication networks or the Internet; (2) “domestic multi-party communications services” as real-time interactive or on-demand voice and image communication services realized domestically between two points or among multiple points by virtue of a multi-party communication platform, public communication network or the internet, (3) “information services” as the information services provided for users through public communications networks or internet by means of information gathering, development, processing and the construction of the information platform, which include, among others, internet information services and non-internet information service, etc.

The Administrative Measures on Internet Information Services, or the ICP Measures, promulgated by the State Council and as last amended on January 8, 2011, sets forth more specific rules on the provision of internet information services. According to the ICP Measures, any company that engages in the provision of commercial internet information services must obtain a sub-category VATS License for Internet Information Services, or the ICP License, from the relevant government authorities before providing any commercial internet information

services within the PRC. Pursuant to the above-mentioned regulations, “commercial internet information services” generally refer to provision of specific information content, online advertising, web page construction and other online application services through the internet for profit making purpose. According to the ICP Measures, internet information service providers cannot produce, duplicate, publish or disseminate information that (i) is against any fundamental principles set out in the Constitution Law of China; (ii) endangers the national security, leaks the national secrets, incites to overthrow the national power, or undermines the national unity; (iii) damages the national honor or interests; (iv) incites the ethnic hatred and ethnic discrimination or undermines the solidarity among all ethnic groups; (v) undermines the national policies on religions and advocates religious cults and feudal superstition; (vi) disseminates rumors to disrupt the social order and undermines the social stability; (vii) disseminates the obscene materials, advocates gambling, violence, killing and terrorism, or instigates others to commit crimes; (viii) humiliates or defames others or infringes the legitimate rights and interests of others; and (ix) is otherwise prohibited by laws and regulations.

In addition to the Telecommunications Regulations and the other regulations discussed above, the provision of commercial internet information services on mobile internet apps is regulated by the Administrative Provisions on Mobile Internet Applications Information Services, which was promulgated by the Cyberspace Administration of China, or the CAC, on June 28, 2016 and came into effect on August 1, 2016. The providers of mobile internet applications are subject to requirements under these provisions, including acquiring the qualifications and complying with other requirements provided by laws and regulations and being responsible for information security.

To comply with the relevant laws and regulations, Yunxuetang Network has obtained a national VAT License which will remain effective until February 18, 2026, and a provincial VAT License which will remain effective until January 17, 2023. Shanghai Fenghe has obtained a provincial ICP License which will remain effective until March 20, 2025. Shanghai China Europe has not yet obtained a VAT License or ICP License.

Regulation Relating to Online Transmission of Audio-Visual Programs

To regulate the provision of audio-visual program services to the public via the internet, including through mobile networks, within the territory of the PRC, the State Administration of Press Publication Radio Film and Television, or the SAPPRFT (currently known as National Radio and Television Administration), and the MIIT jointly promulgated the Administrative Provisions on Internet Audio-Visual Program Service, or the Audio-Visual Program Provisions, on December 20, 2007, which was last amended on August 28, 2015. Under the Audio-Visual Program Provisions, “internet audio-visual program services” is defined as activities of producing, redacting and integrating audio-visual programs, providing them to the general public via the internet, and providing service for other people to upload and transmit audio-visual programs, and providers of internet audio-visual program services are required to obtain a License for Online Transmission of Audio-Visual Programs issued by the SAPPRFT, or complete certain registration procedures with the SAPPRFT. In general, providers of internet audio-visual program services must be either state-owned or state-controlled entities, and the business to be carried out by such providers must satisfy the overall planning and guidance catalog for internet audio-visual program service determined by the SAPPRFT.

On March 10, 2017, the SAPPRFT issued the Provisional Implementation of the Tentative Categories of Internet Audio-Visual Program Services, or the Categories, which revised the previous version issued on March 17, 2010. According to the Categories, there are four categories of internet audio and video programs services which are further divided into seventeen sub-categories. The third sub-category to the second category covers the making and editing of certain specialized audio-visual programs concerning, among other things, educational content, and broadcasting such content to the general public online.

We currently do not hold a License for Online Transmission of Audio-Visual Programs. It remains uncertain whether the PRC governmental authorities would issue more explicit interpretation and rules or promulgate new laws and regulations. See “Risk Factors—Risks Related to Our Business and Industry—We may face risks and uncertainties with respect to the licensing requirement for online audio-visual programs.”

Regulation Relating to Production and Distribution of Radio and Television Programs

The Administrative Measures on the Production and Operation of Radio and Television Programs, or the Radio and TV Programs Measures, promulgated by the SAPPRFT are applicable for establishing institutions that produce and distribute radio and television programs or for the production of radio and television programs like programs with a special topic, column programs, variety shows, animated cartoons, radio plays and television dramas and for activities like transactions and agency transactions of program copyrights. Pursuant to the Radio and TV Programs Measures, any entity that intends to produce or operate radio or television programs must first obtain the Permit for Production and Operation of Radio and TV Programs from the SAPPRFT or its local branches.

We currently hold two valid Permits for Production and Operation of Radio and TV Programs for Shanghai Fenghe and Shanghai China Europe.

Regulation Relating to Internet Live Streaming Services

On November 4, 2016, the Cyberspace Administration of China, or the CAC, issued the Administrative Regulation on Internet Live Streaming Services, effective from December 1, 2016, according to which, “internet live streaming” is defined as the activities of continuously releasing real-time information to the public based on the internet in forms such as videos, audios, images and texts, and “internet live-streaming service providers” are defined as the operators that provide internet live-streaming platform service. In addition, the internet live-streaming service providers should take various measures during operation of their services, such as examining and verifying the authenticity of the identification information, and file such information for records.

On July 12, 2017, the CAC issued a Notice on Development of the Filing Work for Enterprises Providing Internet Live Streaming Services, which provides that all the companies providing internet live streaming services should file with the local authority since July 15, 2017, otherwise the CAC or its local counterparts may impose administrative sanctions on such companies.

Pursuant to the Circular on Tightening the Administration of Internet Live Streaming Services jointly issued by the MIIT, the Ministry of Culture and Tourism, or the MOCT, and several other government agencies on August 1, 2018, the live streaming services providers are required to file with the local public security authority within 30 days after they commence the service online.

On February 9, 2021, the CAC, the MOCT, the National Radio and Television Administration, and several other government agencies issued the Guiding Opinions on Strengthening the Regulation and Administration of Online Live Streaming, which provides that internet live streaming platforms should promptly go through the enterprise record-filing formalities with local competent authorities such as the cyberspace administration.

We are currently in the process of negotiating record-filing with local cyberspace administration on the necessity of record-filing as an internet live streaming platform.

Regulation Relating to Internet Culture Activities

The Interim Administrative Provisions on Internet Culture, or the Internet Culture Provisions, which was promulgated by the Ministry of Culture, or MOC (currently known as the MOCT), on February 17, 2011 and last amended on December 15, 2017, requires internet information services providers engaging in commercial “internet culture activities” to obtain an Internet Culture Business Operating License from the MOC. “Internet cultural activity” is defined under the Internet Culture Provisions as an act of provision of internet cultural products and related services, which includes (i) the production, duplication, importation, and broadcasting of the internet cultural products; (ii) the online dissemination whereby cultural products are posted on the internet or transmitted via the internet to end-users, such as computers, fixed-line telephones, mobile phones, television sets

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and games machines, for online users' browsing, use or downloading; and (iii) the exhibition and competition of the internet cultural products. In addition, "internet cultural products" is defined under the Internet Culture Provisions as cultural products produced, broadcast and disseminated via the internet, which mainly include internet cultural products especially produced for the internet, such as online music entertainment, online games, online shows and plays (programs), online performances, online works of art and online cartoons, and internet cultural products produced from cultural products such as music entertainment, games, shows and plays (programs), performances, works of art, and cartoons through certain techniques and duplicating those to internet for dissemination.

On May 14, 2019, the General Office of MOCT promulgated the Notice on Adjusting the Scope of Internet Culture Business Operating License and Further Standardize the Approval Work, which provides that online music, online shows and plays, online performances, online works of art, online cartoons, displays and games are the activities that fall in the scope of internet culture business operating license, and further clarifies that educational live streaming activities are not deemed as online performances.

We currently hold an Internet Culture Business Operating License that is valid until February 3, 2024.

Regulation Relating to Online Publishing

On February 4, 2016, the SAPPRFT (currently reformed into the State Administration of Press and Publication (National Copyright Administration) under the Propaganda Department of the Central Committee of the Communist Party of China) and the MIIT jointly issued the Administrative Provisions on Online Publishing Services, or the Online Publishing Provisions, which came into effect on March 10, 2016. Under the Online Publishing Provisions, any entity providing online publishing services shall obtain an Online Publishing Services Permit. "Online publishing services" refer to the provision of online publications to the public through information networks; and "online publications" refer to digital works with publishing features such as having been edited, produced or processed and are available to the public through information networks, including: (i) written works, pictures, maps, games, cartoons, audio/video reading materials and other original digital works containing useful knowledge or ideas in the field of literature, art, science or other fields; (ii) digital works of which the content is identical to that of any published book, newspaper, periodical, audio/video product, electronic publication or the like; (iii) network literature databases or other digital works, derived from any of the aforesaid works by selection, arrangement, collection or other means; and (iv) other types of digital works as may be determined by the SAPPRFT.

We currently do not hold an Online Publishing Services Permit. As of the date of this prospectus, there are no explicit interpretation from the governmental authorities or prevailing enforcement practice deeming the provision of our training content through our online solutions as "online publishing" which requires an Online Publishing Services Permit. Nevertheless, it remains unclear whether the local PRC authorities would adopt a different practice. In addition, it remains uncertain whether the PRC governmental authorities would issue more explicit interpretation and rules or promulgate new laws and regulations. See "Risk Factors—Risks Related to Our Business and Industry—Our business is subject to extensive and evolving regulations governing the industry. If we fail to obtain and maintain required licenses and permits, we could face government enforcement actions, fines and possibly restrictions on our ability to operate or offer certain of our solutions."

Regulation Relating to Publication Distribution

Under the Administrative Provisions on the Publications Market, or the Publication Market Provisions, which was jointly promulgated by the SAPPRFT (National Copyright Administration) and the MOFCOM on May 31, 2016 and became effective on June 1, 2016, any enterprise or individual who engages in publication distribution activities shall obtain a Publication Operation License from SAPPRFT or its local counterpart. "Publication" is defined as "books, newspapers, periodicals, audio-visual products, and electronic publications," and "distributing" is defined as "general distribution, wholesale, retail, rental, exhibition and other activities,"

respectively, in the Publication Market Provisions. Without licensing, such entity or individual may be ordered to cease illegal acts by the competent administrative department of publication and be concurrently subject to fines.

We currently hold two Publication Operation Licenses for Shanghai Fenghe and Shanghai China Europe.

Regulation Relating to Private Education

The Education Law of PRC, or the Education Law, which was promulgated by the NPC, on March 18, 1995 and last amended on April 29, 2021, sets forth provisions relating to the fundamental education systems of China, including a school system of pre-school education, primary education, secondary education and higher education, a system of nine-year compulsory education and a system of education certificates. The Education Law stipulates that the government formulates plans for the development of education, establishes and operates schools and other types of educational institutions, and in principle, enterprises, institutions, social organizations and individuals are encouraged to operate schools and other types of educational organizations in accordance with PRC laws and regulations.

On December 28, 2002, the Standing Committee of the National People's Congress, or the SCNPC, promulgated the Law for Promoting Private Education, or the Private Education Law, which was last amended on December 29, 2018. Pursuant to the Private Education Law, sponsors of private schools may choose to establish non-profit or for-profit private schools at their own discretion and the establishment of the private schools must be subject to approvals granted by relevant government authorities and registered with relevant registration authorities.

On April 7, 2021, the State Counsel promulgated the Regulations on the Implementation of the Law for Promoting Private Education of PRC, or Implementation Regulations, which will become effective on September 1, 2021. The Implementation Regulations stipulates that private schools using internet technology to provide online educational services shall obtain the private school operating permit of similar academic education at the same level, as well as in compliance with the relevant laws and administrative regulations of the internet administration. The private schools that use internet technology to provide online educational services shall establish and implement internet security administration systems and technical measures for security protection.

Uncertainties exist with respect to the interpretation and application of the existing and future laws and regulations that govern the online corporate learning. See "Risk Factors—Risks Related to Our Business and Industry—Our business is subject to extensive and evolving regulations governing the industry. If we fail to obtain and maintain required licenses and permits, we could face government enforcement actions, fines and possibly restrictions on our ability to operate or offer certain of our solutions."

Regulation Relating to Internet Information Security and Privacy Protection

The PRC Constitution states that the PRC laws protect the freedom and privacy of communications of citizens and prohibit infringement of such rights. PRC governmental authorities have enacted laws and regulations on internet information security and protection of personal information from any abuse or unauthorized disclosure. The Decisions on Maintaining Internet Security which was enacted by the SCNPC on December 28, 2000 and amended on August 27, 2009, may subject violators to criminal punishment in the PRC for any effort to: (i) gain improper entry into a computer or system of strategic importance; (ii) disseminate politically disruptive information; (iii) leak state secrets; (iv) spread false commercial information; or infringe intellectual property rights. The Ministry of Public Security, or MPS, has promulgated measures that prohibit use of the internet in ways which, among other things, result in a leakage of state secrets or a spread of socially destabilizing content. If an information service provider violates these measures, the MPS and the local security bureaus may revoke its operating license and shut down its websites.

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Pursuant to the Decision on Strengthening the Protection of Online Information issued by the SCNPC on December 28, 2012, and the Order for the Protection of Telecommunication and Internet User Personal Information issued by the MIIT on July 16, 2013 and come into effect on September 1, 2013, any collection and use of user personal information must be subject to the consent of the user, abide by the principles of legality, rationality and necessity and be within the specified purposes, methods and scopes. “Personal information” is defined as information that identifies a citizen, the time or location for his/her use of telecommunication and internet services or involves privacy of any citizen such as his/her birth date, ID card number, and address. An internet information service provider must also keep information collected strictly confidential, and is further prohibited from divulging, tampering or destroying of any such information, or selling or providing such information to other parties. Any violation of the above decision or order may subject the internet information service provider to warnings, fines, confiscation of illegal gains, revocation of licenses, cancelation of filings, closedown of websites or even criminal liabilities.

Pursuant to the Notice of the Supreme People’s Court, the Supreme People’s Procuratorate and the MPS on Legally Punishing Criminal Activities Infringing upon the Personal Information of Citizens, issued on April 23, 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.

Pursuant to the Ninth Amendment to the Criminal Law issued by the SCNPC on August 29, 2015, which became effective on November 1, 2015, any person or entity that fails to fulfill the obligations related to internet information security administration as required by applicable laws and refuses to rectify upon orders is subject to criminal penalty for the result of (i) any dissemination of illegal information in large scale; (ii) any severe effect due to the leakage of the client’s information; (iii) any serious loss of criminal evidence; or (iv) other severe situation, and any individual or entity that sells or provides personal information to others in a way violating the applicable law, or steals or illegally obtain any personal information is subject to criminal penalty in severe situation.

Pursuant to the PRC Cyber Security Law issued by the SCNPC on November 7, 2016, effective as of June 1, 2017, “personal information” refers to all kinds of information recorded by electronic or otherwise that can be used to independently identify or be combined with other information to identify individuals’ personal information, including but not limited to: individuals’ names, dates of birth, ID numbers, biologically identified personal information, addresses and telephone numbers, etc. The PRC Cyber Security Law also provides that: (i) to collect and use personal information, network operators shall follow the principles of legitimacy, rightfulness and necessity, disclose rules of data collection and use, clearly express the purposes, means and scope of collecting and using the information, and obtain the consent of the persons whose data is gathered; network operators shall neither gather personal information unrelated to the services they provide, nor gather or use personal information in violation of the provisions of laws and administrative regulations or the scopes of consent given by the persons whose data is gathered; and shall dispose of personal information they have saved in accordance with the provisions of laws and administrative regulations and agreements reached with users; and network operators shall not divulge, tamper with or damage the personal information they have collected, and shall not provide the personal information to others without the consent of the persons whose data is collected. However, if the information has been processed and cannot be recovered and thus it is impossible to match such information with specific persons, such circumstance is an exception.

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Pursuant to the Provisions on Internet Security Supervision and Inspection by Public Security Organs, which was promulgated by the MPS on September 15, 2018 and became effective on November 1, 2018, the public security departments are authorized to carry out internet security supervision and inspection of the internet service providers from the following aspects, among others: (i) whether the service providers have completed the recordation formalities for online entities, and filed the basic information on and the changes of the accessing entities and users; (ii) whether they have established and implemented the cybersecurity management system and protocols, and appointed the persons responsible for cybersecurity; (iii) whether the technical measures for recording and retaining users' registration information and weblog data are in place according to the law; (iv) whether they have taken technical measures to prevent computer viruses, network attacks and network intrusion; (v) whether they have adopted preventive measures to tackle the information that is prohibited to be issued or transmitted by the laws and administrative regulations in the public information services; (vi) whether they provide technical support and assistance as required by laws to public security departments to safeguard national security and prevent and investigate on terrorist activities and criminal activities; and (vii) whether they have fulfilled the obligations of the grade-based cybersecurity protection and other obligations prescribed by the laws and administrative regulations. In particular, public security departments shall also carry out supervision and inspection on whether an internet service provider has taken required measures to manage information published by users, adopted proper measures to handle the published or transmitted information that is prohibited to be published or transmitted, and kept the relevant records.

In addition, the Office of the Central Cyberspace Affairs Commission, the MIIT, the MPS, and the SAMR jointly issued an Announcement of Launching Special Crackdown Against Illegal Collection and Use of Personal Information by Apps on January 23, 2019 to implement special rectification works against mobile Apps that collect and use personal information in violation of applicable laws and regulations, where business operators are prohibited from collecting personal information irrelevant to their services, or forcing users to give authorization in a disguised manner. On November 28, 2019, the National Internet Information Office, the MIIT, the MPS and the SAMR further jointly issued a notice to classify and identify illegal collection and use of personal information.

Pursuant to the Measures for Cyber Security Review which was jointly promulgated by the CAC, NDRC, the MIIT, Ministry of Public Security, Ministry of State Security, and other governmental departments on April 13, 2020 and effective as of June 1, 2020, if a key information infrastructure operator purchases network products and services, it shall pre-judge possible risks to national security after the product or service is put into use. If national security is or may be affected, an application for network security review shall be filed with the Network Security Review Office. Where a key information infrastructure operator uses network products or services that are not reviewed or failed to pass the network security review, it shall be ordered by the competent department to stop using such products or services, and shall be subject to a fine of not less than one time but not more than ten times the purchase amount; and the supervisor directly in charge and other persons directly liable shall be fined. Where any member of the cyber security review working mechanism believes that a network product or service affects or is likely to affect national security, the cyber security review office shall report the case under procedures to the Central Cyber Affairs Commission for approval, and then review the product or service in accordance with the measures.

According to the Civil Code of China, which took effect on January 1, 2021, a natural person has the right of privacy and the personal information of a natural person will be protected in accordance with law. Information processors may not divulge or tamper with the personal information collected or stored by them and may not illegally provide any natural person's personal information to others without the consent of such natural person.

In addition, we are also subject to the Data Security Law promulgated by the Standing Committee of the National People's Congress of China on June 10, 2021, which will take effect in September 2021. The Data Security Law provides that the state shall establish a data security review system, under which data processing activities that affect or may affect national security shall be reviewed for national security purposes. A decision on security review made according to the law shall be final.

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On July 10, 2021, the Cyberspace Administration of China issued a revised draft of the Cybersecurity Review Measures for public comments, which stipulates that key information infrastructure operators or data processors who hold personal information of more than 1 million users and intend to be listed abroad, must apply to the Network Security Review Office for cyber security review. This draft has not been adopted or entered into force, and there is no further specific provision on the concept of “users” or “listing abroad” in this draft. How the Cyber Security Review Measures will be implemented remains to be clarified either in the promulgation of the final draft or in practice.

Regulation Relating to Intellectual Property Rights

Copyright and Software Registration

The PRC Copyright Law, promulgated in 1990 and last amended in 2020, or the Copyright Law, and its related implementing regulations, promulgated in 2002 and amended in 2013, are the principal laws and regulations governing copyright related matters. The Copyright Law extends copyright protection to writings, oral works, photographic works, audio-visual works, and software products. Authors and other copyright owners may register their works with the registration organizations recognized by the competent national copyright authority. Under the Copyright Law, the term of protection for copyrighted software is fifty years. In addition, there is a voluntary registration system administered by the China Copyright Protection Center. To address the problem of copyright infringement related to the content posted or transmitted over the internet, the National Copyright Administration, or the NCAC, and the MIIT jointly promulgated the Measures for Administrative Protection of Copyright Related to Internet on April 29, 2005, which became effective on May 30, 2005.

On December 20, 2001, the State Council promulgated the Computer Software Protection Regulations which came into effect on January 1, 2002 and was last amended on January 30, 2013. These regulations are formulated for protecting the rights and interests of computer software copyright owners, encouraging the development and application of computer software and promoting the development of software business. In order to further implement the Computer Software Protection Regulations, the NCAC issued the Computer Software Copyright Registration Procedures on February 20, 2002, as amended on May 19, 2004, which applies to software copyright registration, license contract registration and transfer contract registration.

Patents

The SCNPC adopted the Patent Law of the PRC in 1984 and last amended it in 2008. A patentable invention, utility model or design must meet three conditions, namely novelty, inventiveness and practical applicability. Patents cannot be granted for scientific discoveries, rules and methods for intellectual activities, methods used to diagnose or treat diseases, animal and plant breeds or substances obtained by means of nuclear transformation. The Patent Office under the State Intellectual Property Office is responsible for receiving, examining and approving patent applications. A patent is valid for a twenty-year term for an invention and a ten-year term for a utility model or design, both starting from the application date. Except under certain specific circumstances provided by law, any third-party user must obtain consent or a proper license from the patent owner to use the patent, otherwise the use will constitute an infringement of the rights of the patent holder.

Trademark

Trademarks are protected by the PRC Trademark Law, which was adopted in 1982, last revised in April 2019 and became effective in November 2019, as well as its implementation rules adopted in 2002 and revised in 2014. The Trademark Office of National Intellectual Property Administration under the SAMR handles trademark registrations and grants a protection term of ten years to registered trademarks which may be renewed for consecutive ten-year periods upon request by the trademark owner. The PRC Trademark Law has adopted a “first-to-file” principle with respect to trademark registration. Where a trademark for which a registration has been made is identical or similar to another trademark which has already been registered or been subject to a

preliminary examination and approval for use on the same kind of or similar commodities or services, the application for registration of such trademark may be rejected. Any person applying for the registration of a trademark may not prejudice the existing right first obtained by others, nor may any person register in advance a trademark that has already been used by another party and has already gained a “sufficient degree of reputation” through such party’s use. An application for registration of a malicious trademark not for use will be rejected and those who apply for trademark registration maliciously will be given administrative penalties of warnings or fines according to the circumstances; those who file trademark lawsuits maliciously will be punished by the people’s court according to applicable laws.

Domain Name

The Administrative Measures on Internet Domain Names, or the Domain Name Measures, were promulgated by the MIIT on August 24, 2017, and came into effect on November 1, 2017. According to the Domain Name Measures, any party that has domain name root servers, and the institution for operating domain name root servers, the domain name registry and the domain name registrar within the territory of China, shall obtain a permit for this purpose from the MIIT or the communications administration of the local province, autonomous region or municipality directly under the Central Government. The registration of domain names is generally on a “first-apply-first-registration” basis and a domain name applicant will become the domain name holder upon the completion of the application procedure.

Trade Secrets

According to the PRC Anti-Unfair Competition Law, promulgated by the SCNPC in September 1993, as amended in November 4, 2017 and April 23, 2019 respectively, 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: (i) 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; (ii) disclosing, using or permitting others to use the trade secrets obtained illegally under item (i) above; or (iii) 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. Pursuant to the Civil Code of China, if one intentionally infringes upon the intellectual property rights of others and the circumstance is severe, the infringed party is entitled to request for the corresponding punitive compensation.

Regulation Relating to Employment, Social Insurance and Housing Provident Fund

Employment

Pursuant to the PRC Labor Law effective from January 1, 1995 and last amended on December 29, 2018 and the PRC Labor Contract Law effective from January 1, 2008 and amended on December 28, 2012, a written labor contract shall be executed by an employer and an employee when the employment relationship is established, and an employer is under an obligation to sign an unlimited-term labor contract with any employee who has worked for the employer for ten consecutive years. Furthermore, if an employee requests or agrees to renew a fixed-term labor contract that has already been entered into twice consecutively, the resulting contract must have an unlimited term, with certain exceptions. All employers must compensate their employees equal to at least the local minimum wage standards. All employers are required to establish a system for labor safety and sanitation, strictly abide by state rules and standards and provide employees with appropriate workplace safety training. In addition, the PRC government has continued to introduce various new labor-related regulations after the PRC Labor Contract Law. Amongst other things, new annual leave requirements mandate that annual leave ranging from 5 to 15 days is available to nearly all employees and further require that the employer compensate an employee for any annual leave days the employee is unable to take in the amount of three times his daily

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salary, subject to certain exceptions. Moreover, all PRC enterprises are generally required to implement a standard working time system of eight hours a day and forty hours a week, and if the implementation of such standard working time system is not appropriate due to the nature of the job or the characteristics of business operation, the enterprise may implement a flexible working time system or comprehensive working time system after obtaining approvals from the relevant authorities.

Social Insurance

The Law on Social Insurance of the PRC, which was promulgated on October 28, 2010 and amended on December 29, 2018, has established social insurance systems of basic pension insurance, unemployment insurance, maternity insurance, work injury insurance and basic medical insurance, and has elaborated in detail the legal obligations and liabilities of employers who do not comply with relevant laws and regulations on social insurance.

According to the Interim Regulations on the Collection and Payment of Social Insurance Premiums, the Regulations on Work Injury Insurance, the Regulations on Unemployment Insurance and the Trial Measures on Employee Maternity Insurance of Enterprises, enterprises in the PRC shall provide benefit plans for their employees, which include basic pension insurance, unemployment insurance, maternity insurance, work injury insurance and basic medical insurance. An enterprise must provide social insurance by going through social insurance registration with local social insurance authorities or agencies, and shall pay or withhold relevant social insurance premiums for or on behalf of employees. On July 20, 2018, the General Office of the State Council issued the Plan for Reforming the State and Local Tax Collection and Administration Systems, which stipulated that the State Administration of Taxation, or the SAT, will become solely responsible for collecting social insurance premiums.

Housing Provident Fund

According to the Administrative Regulations on the Administration of Housing Provident Fund, which was promulgated on April 3, 1999 and last amended on March 24, 2019, housing provident fund paid and deposited both by employee themselves and their unit employer shall be owned by the employees. An employer should undertake registration of payment and deposit of the housing provident fund in the housing provident fund management center and open a housing provident fund account on behalf of its employees in a commissioned bank. Employers should timely pay and deposit housing provident fund contributions in full amount and late or insufficient payments shall be prohibited.

Regulation Relating to Foreign Exchange

The principal regulations governing foreign currency exchange in China are the PRC Foreign Exchange Administration Regulations, or the Foreign Exchange Administration Regulations, which were promulgated by the State Council on January 29, 1996 and last amended on August 5, 2008. Under the Foreign Exchange Administration Regulations, Renminbi is generally freely convertible for payments of current account items, such as trade and service-related foreign exchange transactions and dividend payments, but not freely convertible for capital account items, such as direct investment, loan or investment in securities outside China, unless prior approval of SAFE or its local counterparts has been obtained.

On March 30, 2015, 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, which became effective on June 1, 2015 and was amended on December 30, 2019. According to SAFE Circular 19, the foreign exchange capital of FIEs shall be subject to the Discretionary Foreign Exchange Settlement, which means that the foreign exchange capital in the capital account of an FIE for which the rights and interests of monetary contribution have been confirmed by the local foreign exchange bureau (or the book-entry registration of monetary contribution by the banks) can be settled at the banks based on the actual operational needs of the FIE. The proportion of Discretionary Foreign Exchange Settlement of the foreign

exchange capital of an FIE is temporarily set at 100%. The Renminbi converted from the foreign exchange capital will be kept in a designated account and if an FIE needs to make further payment from such account, it still needs to provide supporting documents and proceed with the review process with the banks. Furthermore, SAFE Circular 19 stipulates that the use of capital by FIEs shall follow the principles of authenticity and self-use within the business scope of enterprises. The capital of an FIE and capital in Renminbi obtained by the FIE from foreign exchange settlement shall not be used for the following purposes: (i) directly or indirectly used for payments beyond the business scope of the enterprises or payments as prohibited by relevant laws and regulations; (ii) directly or indirectly used for investment in securities unless otherwise provided by the relevant laws and regulations; (iii) directly or indirectly used for issuance of RMB entrusted loans, repayment of inter-enterprise loans (including advances by the third party) or repayment of bank loans that have been transferred to a third party; or (iv) directly or indirectly used for expenses related to the purchase of real estate that is not for self-use (except for the foreign-invested real estate enterprises).

The Circular on Reforming and Standardizing the Foreign Exchange Settlement Management Policy of Capital Account, or SAFE Circular 16, was promulgated by SAFE on June 9, 2016. Pursuant to SAFE Circular 16, enterprises registered in the PRC may also convert their foreign debts from foreign currency to Renminbi on a self-discretionary basis. SAFE Circular 16 provides a unified standard for the conversion of foreign exchange under capital account items (including but not limited to foreign currency capital and foreign debts) on a self-discretionary basis which applies to all enterprises registered in the PRC. SAFE Circular 16 reiterates the principle that Renminbi converted from foreign currency-denominated capital of a company may not be directly or indirectly used for purposes beyond its business scope or prohibited by PRC Laws, while such converted Renminbi shall not be provided as loans to its non-associated enterprises.

On October 23, 2019, SAFE promulgated the Notice for Further Advancing the Facilitation of Cross-border Trade and Investment, or the SAFE Circular 28, which, among other things, allows all foreign-invested companies to use Renminbi converted from foreign currency-denominated capital for equity investments in China, as long as the equity investment is genuine, does not violate applicable laws, and complies with the negative list on foreign investment.

Regulation Relating to Foreign Exchange Registration of Overseas Investment by PRC Residents

SAFE issued 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, to regulate foreign exchange matters in relation to the use of special purpose vehicles, or SPVs, by PRC residents or entities to seek offshore investment and financing or conduct round trip investment in China. Under SAFE Circular 37, a SPV refers to an offshore entity established or controlled, directly or indirectly, by PRC residents (including individuals and entities) for the purpose of seeking offshore financing or making offshore investment, using legitimate onshore or offshore assets or interests, while "round trip investment" refers to direct investment in China by PRC residents through SPVs, namely, establishing FIEs to obtain the ownership, control rights and management rights. The term "control" under SAFE Circular 37 is broadly defined as the operation rights, beneficiary rights or decision-making rights acquired by PRC residents in the offshore special purpose vehicles by means of acquisition, trust, proxy, voting rights, repurchase, convertible bonds or other arrangements. SAFE Circular 37 provides that, before making contribution into an SPV, PRC residents are required to complete foreign exchange registration with SAFE or its local branch. SAFE promulgated the Notice on Further Simplifying and Improving Foreign Exchange Administration Policy on Direct Investment, which provides that applications for foreign exchange registration of inbound foreign direct investments and outbound overseas direct investments, including those required under SAFE Circular 37, will be filed with qualified banks instead of SAFE.

An amendment to the registration is required if there is a material change with respect to the SPV registered, such as any change of basic information (including change of the PRC residents, name and operation term), increases or decreases in investment amount, transfers or exchanges of shares, and mergers or divisions. Failure

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to comply with the registration procedures set forth in SAFE Circular 37 and the subsequent notice, or making misrepresentation on or failure to disclose controllers of the FIE that is established through round-trip investment, may result in restrictions being imposed on the foreign exchange activities of the relevant FIE, including payment of dividends and other distributions, such as proceeds from any reduction in capital, share transfer or liquidation, to its offshore parent or affiliate, and the capital inflow from the offshore parent, and may also subject relevant PRC residents or entities to penalties under PRC foreign exchange administration regulations.

Regulation on Stock Incentive Plans

SAFE promulgated the Circular of the State Administration of Foreign Exchange on Issues concerning the Administration of Foreign Exchange Used for Domestic Individuals' Participation in Equity Incentive Plans of Companies Listed Overseas, or the Stock Option Rules on February 15, 2012, replacing the previous rules issued by SAFE in March 2007. Under the Stock Option Rules and other relevant rules and regulations, PRC citizens and non-PRC citizens who reside in China for a continuous period of not less than one year and participate in any stock incentive plan of an overseas publicly listed company are required to register with SAFE through a domestic qualified agent, which could be a PRC subsidiary of such overseas-listed company, and complete certain other procedures, unless certain exceptions are available. 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.

Regulation Relating to M&A and Overseas Listings

On August 8, 2006, six PRC regulatory agencies, including the Ministry of Commerce, the State-owned Assets Supervision and Administration Commission, the SAT, the SAMR, the China Securities Regulatory Commission, or the CSRC, and SAFE jointly issued the M&A Rules, which became effective on September 8, 2006 and was amended on June 22, 2009. The M&A Rules requires in some instances that the MOFCOM be notified in advance of any change-of-control transaction in which a foreign investor takes control of a PRC domestic enterprise where any of the following situations exist: (i) the transaction involves an important industry in China, (ii) the transaction may affect national economic security, or (iii) the PRC domestic enterprise has a well-known trademark or historical Chinese trade name in China. The M&A Rules, among other things, also require that PRC entities or individuals obtain MOFCOM approval before they establish or control an SPV overseas, provided that they intend to use the SPV to acquire their equity interests in a PRC company at the consideration of newly issued share of the SPV, or share swap, and list their equity interests in the PRC company overseas by listing the SPV in an overseas market; (ii) the SPV obtains MOFCOM's approval before it acquires the equity interests held by the PRC entities or PRC individual in the PRC company by share swap; and (iii) the SPV obtains CSRC approval before it lists overseas.

The M&A Rules further requires that the MOFCOM be notified in advance of any change-of-control transaction in which a foreign investor acquires control of a PRC domestic enterprise or a foreign company with substantial PRC operations, if certain thresholds under the Provisions on Thresholds for Prior Notification of Concentrations of Undertakings, issued by the State Council, are triggered. Moreover, the Anti-Monopoly Law promulgated by the Standing Committee of the NPC requires that transactions which are deemed concentrations and involve parties with specified turnover thresholds be cleared by the MOFCOM before they can be completed.

Regulation Relating to Taxation

Enterprise Income Tax

On March 16, 2007, the NPC enacted the Enterprise Income Tax Law, which was last amended on December 29, 2018, and on December 6, 2007, the State Council promulgated the Implementing Rules of the Enterprise Income Tax Law, which became effective on January 1, 2008 and was amended on April 23, 2019 (or

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collectively, the PRC EIT Law). The PRC EIT Law applies a uniform 25% enterprise income tax rate to both FIEs and domestic enterprises, except where tax incentives are granted to special industries and projects. Enterprises qualifying as “High and New Technology Enterprises” are entitled to a preferential 15% enterprise income tax rate rather than the 25% statutory tax rate. The preferential tax treatment continues as long as an enterprise can retain its “High and New Technology Enterprise” status.

Under the PRC EIT Law, an enterprise established outside China with its “de facto management body” located in China is considered a “resident enterprise”, which means it can be treated as a domestic enterprise for enterprise income tax purposes. A non-resident enterprise that does not have an establishment or place of business in China, or has an establishment or place of business in China but the income of which has no actual relationship with such establishment or place of business, shall pay enterprise income tax on its income deriving from inside China at the reduced rate of enterprise income tax of 10% and such income tax shall be subject to withholding at the source, where the payer shall act as the withholding agent. Dividends generated after January 1, 2008 and payable by an FIE in China to its foreign enterprise investors are subject to a 10% withholding tax, unless any such foreign investor’s jurisdiction of incorporation has a tax treaty with China that provides for a preferential withholding arrangement.

The Notice on Issues Concerning the Determination of Chinese-Controlled Enterprises Registered Overseas as Resident Enterprises on the Basis of Their Bodies of Actual Management, or the SAT Circular 82, 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. According to the 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 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.

Pursuant to the Arrangement between mainland China and the Hong Kong Special Administrative Region for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income, the withholding tax rate in respect to the payment of dividends by a mainland China enterprise to a Hong Kong enterprise may be reduced to 5% from a standard rate of 10% if the Hong Kong enterprise directly holds at least 25% of the mainland China enterprise and certain other conditions are satisfied. Pursuant to the Notice of the State Administration of Taxation on the Issues concerning the Application of the Dividend Clauses of Tax Agreements, a Hong Kong resident enterprise must meet the following conditions, among others, in order to apply the reduced withholding tax rate: (i) it must be a company; (ii) it must directly own the required percentage of equity interests and voting rights in the mainland China resident enterprise; and (iii) it must have directly owned such required percentage in the mainland China resident enterprise throughout the 12 months prior to receiving the dividends.

On February 3, 2015, the SAT issued the Bulletin on Issues of Enterprise Income Tax on Indirect Transfers or Assets by Non-PRC Resident Enterprises, or SAT Bulletin 7, which extends its tax jurisdiction to transactions involving the transfer of taxable assets through offshore transfer of a foreign intermediate holding company. Pursuant to SAT Bulletin 7, where a non-resident enterprise indirectly transfers properties such as equity in PRC resident enterprises without any justifiable business purposes and aiming to avoid the payment of enterprise income tax, such indirect transfer must be reclassified as a direct transfer of equity in PRC resident enterprise. To assess whether an indirect transfer of PRC taxable properties has reasonable commercial purposes, all arrangements related to the indirect transfer must be considered comprehensively and factors set forth in SAT Bulletin 7 must be comprehensively analyzed in light of the actual circumstances. In addition, SAT Bulletin 7 has introduced safe harbors for internal group restructurings and the purchase and sale of equity securities through a public securities market.

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On October 17, 2017, the SAT issued the Announcement of the State Administration of Taxation on Issues Concerning the Withholding of Non-resident Enterprise Income Tax at Source, or SAT Bulletin 37, which further clarifies the practice and procedure of the withholding of non-resident enterprise income tax.

Value-Added Tax

Pursuant to the Provisional Regulations on PRC Value-added Tax and its implementation regulations, unless otherwise specified by relevant laws and regulations, any entity or individual engaged in the sales of goods, provision of processing, repairs and replacement services and importation of goods into China is generally required to pay a value-added tax, or VAT.

MANAGEMENT

Directors and Executive Officers

The following table sets forth information regarding our executive officers and directors upon the completion of this offering.

<u>Directors and Executive Officers</u>	<u>Age</u>	<u>Position/Title</u>
Xiaoyan Lu	51	Director, Founder, Chairman of the Board
Teng Zu	39	Director, Co-founder, Chief Executive Officer
Jie Ding	53	Director, Co-founder, President
Pun Leung Liu	43	Director, Chief Financial Officer
Zixuan Liu	32	Director
Yazhou Wu	45	Chief Technology Officer

Xiaoyan Lu founded Yunxuetang in 2011 and currently serves as our chairman of the Board. Mr. Lu is a successful serial entrepreneur. Prior to founding Yunxuetang, Mr. Lu worked as a manager at Suzhou Materials and Equipments Trading Group from 1995 to 1998. In 1998, Mr. Lu founded two software companies. Mr. Lu holds an EMBA from China Europe International Business School (CEIBS).

Teng Zu co-founded Yunxuetang and currently serves as a director and our chief executive officer. Prior to co-founding Yunxuetang, Mr. Zu served as director of Internet operation department and chief executive officer of Leci at New Oriental Education & Technology Group (NYSE: EDU, HKEx: 9901) from April 2011 to September 2014. Mr. Zu founded Haoxue Online Education Platform and served as its chief executive officer from September 2014 to January 2017. Mr. Zu founded Guoshi Technology and served as its chief executive officer from June 2018 to June 2019.

Jie Ding co-founded Yunxuetang and currently serves as a director and our president. Prior to co-founding Yunxuetang, Ms. Ding worked as a mathematics teacher at the Second High School Attached to Beijing Normal University from July 1989 to August 1992. Ms. Ding served as a sales manager at Beijing Renda International Information and Engineering Co., Ltd. from September 1992 to February 1999. Ms. Ding held various positions at Barco NV from March 1999 to August 2008 and served as its general manager in Great China (include Hong Kong, Marco and Taiwan). Ms. Ding served as chief marketing officer in G-net Cloud Service Co., Ltd. from August 2008 to June 2013. Ms. Ding holds a Doctorate of Business Administration degree from United Business Institutes, an EMBA from CEIBS, and a bachelor's degree in Mathematics from Beijing Normal University.

Pun Leung Liu has served as our director since June 2021, and has served as our chief financial officer since September 2020. Prior to joining Yunxuetang, Mr. Liu served in various positions at Ernst & Young from 2000 to 2011. Mr. Liu served as chief risk officer of 500.com Limited (NYSE: BTCM) from 2011 to 2014. Mr. Liu served as director, board secretary and chief financial officer of A8 New Media Group Limited (HKEx: 0800) from 2014 to 2017. Mr. Liu served as chief financial officer of DaDa Education Group, an online English education company, from 2017 to 2019. Mr. Liu is a member of Hong Kong Institute of Certified Public Accountants and Institute of Internal Auditors. Mr. Liu holds a bachelor's degree in Accountancy from the City University of Hong Kong.

Zixuan Liu has served as our director since January 2021. Mr. Liu has served as an investment director at Tencent Holdings Ltd. since July 2015. Mr. Liu holds an MBA from Yale University and dual bachelors' degree in Computer Engineering and Applied Mathematics from Stevens Institute of Technology.

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Yazhou Wu has served as our chief technology officer since April 2021. Mr. Wu has been leading our technology teams and is playing a vital role in building digital corporate learning solutions. Prior to joining Yunxuetang, Mr. Wu served as the chief executive officer of Le Cloud Computing Co., Ltd from May 2015 to November 2017. Mr. Wu served as the operating president of HNA Technology Co., Ltd. from November 2017 to June 2019, where he was primarily responsible for its general operating and the strategy and management of Cloud-Smart BU. In June 2019, Mr. Wu founded Wuzhu Technology (Beijing) Co., Ltd., a company focusing on the smart marketing industry, and served as its director from June 2019 to April 2021. Mr. Wu holds dual bachelors' degree in Precise Instrument and English from Tianjin University.

Employment Agreements and Indemnification Agreements

[We [have entered] into employment agreements with each of our executive officers. Each of our executive officers is employed for a specified time period, which can be renewed upon both parties' agreement before the end of the current employment term. We may terminate an executive officer's employment for cause at any time without advance notice in certain events. We may terminate an executive officer's employment by giving a prior written notice or by paying certain compensation. An executive officer may terminate his or her employment at any time by giving a prior written notice.

Each executive officer has agreed to hold, unless expressly consented to by us, at all times during and after the termination of his or her employment agreement, in strict confidence and not to use, any of our confidential information or the confidential information of our customers and suppliers. In addition, each executive officer has agreed to be bound by certain non-competition and non-solicitation restrictions during the term of his or her employment and for two years following the last date of employment.

[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.]

Board of Directors

Our board of directors will consist of _____ directors, including _____ independent directors, namely _____, upon the SEC's declaration of effectiveness of our registration statement on Form F-1 to which this prospectus forms a part. A director is not required to hold any shares in our company to qualify to serve as a director. The Listing Rules of the [NASDAQ] generally require that a majority of an issuer's board of directors must consist of independent directors. [However, the Listing Rules of the [NASDAQ] permit foreign private issuers like us to follow "home country practice" in certain corporate governance matters. We rely on this "home country practice" exception and do not have a majority of independent directors serving on our board of directors.]

A director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with our company is required to declare the nature of his or her interest at a meeting of our directors. A general notice given to the directors by any director to the effect that he or she is a member, shareholder, director, partner, officer or employee of any specified company or firm and is to be regarded as interested in any contract or transaction with that company or firm shall be deemed a sufficient declaration of interest for the purposes of voting on a resolution in respect to a contract or transaction in which he/she has an interest, and after such general notice it shall not be necessary to give special notice relating to any particular transaction. A director may vote in respect of any contract or proposed contract or arrangement notwithstanding that he/she may be interested therein and if he/she does so, his/her vote shall be counted and he/she may be counted in the quorum at any meeting of the directors at which any such contract or proposed contract or arrangement is considered. Our board of directors may exercise all of the powers of our company to borrow money, to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock or other

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securities whenever money is borrowed or as security for any debt, liability or obligation of our company or of any third party. [None of our directors has a service contract with us that provides for benefits upon termination of service as a director.]

Committees of the Board of Directors

We intend to establish an audit committee, a compensation committee and a nominating and corporate governance committee under our board of directors immediately and adopt a charter for each of the three committees upon the effectiveness of our registration statement on Form F-1, of which this prospectus is a part. We intend to establish these committees prior to the completion of this offering. Each committee's members and functions are described below.

Audit Committee. Our audit committee will consist of _____, and is chaired by _____. We have determined that _____ satisfy the "independence" requirements of Rule 5605(c)(2) of the Listing Rules of the [NASDAQ] and meet the independence standards under Rule 10A-3 under the Securities Exchange Act of 1934, as amended. We have determined that _____ qualifies as an "audit committee financial expert." The audit committee oversees our accounting and financial reporting processes and the audits of the financial statements of our company. The audit committee is responsible for, among other things:

- [reviewing and recommending to our board for approval, the appointment, re-appointment or removal of the independent auditor, after considering its annual performance evaluation of the independent auditor;
- approving the remuneration and terms of engagement of the independent auditor and pre-approving all auditing and non-auditing services permitted to be performed by our independent auditors at least annually;
- obtaining a written report from our independent auditor describing matters relating to its independence and quality control procedures;
- reviewing with the independent registered public accounting firm any audit problems or difficulties and management's response;
- discussing with our independent auditor, among other things, the audits of the financial statements, including whether any material information should be disclosed, issues regarding accounting and auditing principles and practices;
- reviewing and approving all proposed related party transactions, as defined in Item 404 of Regulation S-K under the Securities Act;
- reviewing and recommending the financial statements for inclusion within our quarterly earnings releases and to our board for inclusion in our annual reports;
- discussing the annual audited financial statements with management and the independent registered public accounting firm;
- reviewing the adequacy and effectiveness of our accounting and internal control policies and procedures and any special steps taken to monitor and control major financial risk exposures;
- at least annually, reviewing and reassessing the adequacy of the committee charter;
- approving annual audit plans, and undertaking an annual performance evaluation of the internal audit function;
- establishing and overseeing procedures for the handling of complaints and whistleblowing;
- meeting separately and periodically with management and the independent registered public accounting firm;

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- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance; and
- reporting regularly to the board.]

Compensation Committee. Our compensation committee will consist of _____ and is chaired by _____. [We have determined that _____ satisfy the “independence” requirements of Rule 5605(c)(2) of the Listing Rules of the [NASDAQ].] The compensation committee assists the board in reviewing and approving the compensation structure, including all forms of compensation, relating to our directors and executive officers. Our chief executive officer may not be present at any committee meeting during which their compensation is deliberated upon. The compensation committee is responsible for, among other things:

- [overseeing the development and implementation of compensation programs in consultation with our management;
- at least annually, reviewing and approving, or recommending to the board for its approval, the compensation for our executive officers;
- at least annually, reviewing and recommending to the board for determination with respect to the compensation of our non-executive directors;
- at least annually, reviewing periodically and approving any incentive compensation or equity plans, programs or other similar arrangements;
- reviewing executive officer and director indemnification and insurance matters;
- overseeing our regulatory compliance with respect to compensation matters, including our policies on restrictions on compensation plans and loans to directors and executive officers;
- at least annually, reviewing and reassessing the adequacy of the committee charter;
- selecting compensation consultant, legal counsel or other adviser only after taking into consideration all factors relevant to that person’s independence from management; and
- reporting regularly to the board.]

Nominating and Corporate Governance Committee. Our nominating and corporate governance committee will consist of _____, and is chaired by _____. [We have determined that _____ satisfy the “independence” requirements of Rule 5605(c)(2) of the Listing Rules of the [NASDAQ].] The nominating and corporate governance committee assists the board 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 is responsible for, among other things:

- [recommending nominees to the board for election or re-election to the board, or for appointment to fill any vacancy on the board;
- reviewing annually with the board the current composition of the board with regards to characteristics such as independence, knowledge, skills, experience, expertise, diversity and availability of service to us;
- developing and recommending to our board such policies and procedures with respect to nomination or appointment of members of our board and chairs and members of its committees or other corporate governance matters as may be required pursuant to any SEC or [NASDAQ] rules, or otherwise considered desirable and appropriate;
- selecting and recommending to the board the names of directors to serve as members of the audit committee and the compensation committee, as well as of the nominating and corporate governance committee itself;
- at least annually, reviewing and reassessing the adequacy of the committee charter;

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- developing and reviewing at least annually the corporate governance principles adopted by the board and advising the board with respect to significant developments in the law and practice of corporate governance and our compliance with such laws and practices; and
- evaluating the performance and effectiveness of the board as a whole.]

Duties and Functions 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 reasonable 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. Our company has the right to seek damages if a duty owed by our directors is breached. In limited exceptional circumstances, a shareholder may have the right to seek damages in our name if a duty owed by our directors is breached. [In accordance with our post-offering amended and restated articles of association, the functions and powers of our board of directors include, among others, (i) convening shareholders' annual general meetings and reporting its work to shareholders at such meetings, (ii) declaring dividends, (iii) appointing officers and determining their terms of offices and responsibilities, and (iv) approving the transfer of shares of our company, including the registering of such shares in our share register. In addition, in the event of a tie vote, the chairman of our board of directors has, in addition to his personal vote, the right to cast a tie-breaking vote.]

Terms of Directors and Officers

Our officers are elected by and serve at the discretion of the board. Each director is not subject to a term of office and holds office until such time as his successor takes office or until the earlier of his death, resignation or removal from office by special resolution or the unanimous written resolution of all shareholders. A director will be removed from office automatically if, among other things, the director (i) becomes bankrupt or makes any arrangement or composition with his creditors; (ii) dies or is found by our company to be of unsound mind; (iii) resigns by notice in writing to our company; (iv) without special leave of absence from our board of directors, is absent from [three] consecutive meetings of the board and the board resolves that his office be vacated; (v) is prohibited by law from being a director; or (vi) is removed from office pursuant to any other provisions of our post-offering amended and restated memorandum and articles of association.

Interested Transactions

A director may, subject to any separate requirement for audit committee approval under applicable law or applicable [NASDAQ] rules, vote in respect of any contract or transaction in which he or she is interested, provided that the nature of the interest of any directors in such contract or transaction is disclosed by him or her at or prior to its consideration and any vote in that matter.

Compensation of Directors and Executive Officers

For the fiscal year ended December 31, 2020, we paid an aggregate of RMB3.5 million (US\$0.5 million) in cash to our executive officers, and we did not pay any cash 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.

PRINCIPAL SHAREHOLDERS

The following table sets forth information concerning the beneficial ownership of our ordinary shares as of the date of this prospectus, assuming conversion of all of our outstanding Series A, Series B, Series C, Series D, Series E and Series E2 preferred shares into ordinary shares on a one-to-one basis, by:

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

The calculations in the table below are based on 154,778,564 ordinary shares on an as-converted basis outstanding as of the date of this prospectus and ordinary shares outstanding immediately after the completion of this offering, including (i) ordinary shares to be sold by us in this offering in the form of ADSs, and (ii) ordinary shares re-designated and converted from our outstanding ordinary shares and preferred shares.

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 Beneficially Owned After This Offering		Voting Power After This Offering
	Number	%**	Number	%	%
Directors and Executive Officers:†					
Xiaoyan Lu ⁽¹⁾	27,514,540	17.8			
Teng Zu	—	—			
Jie Ding ⁽²⁾	2,588,813	1.7			
Pun Leung Liu	—	—			
Zixuan Liu	—	—			
Yazhou Wu	—	—			
All directors and executive officers as a group	30,103,353	19.5			
Principal Shareholders:					
Jump Shot Holdings Limited ⁽³⁾	31,753,231	20.5			
YF Elite Alliance Limited ⁽⁴⁾	23,786,590	15.4			
Image Frame Investment (HK) Limited ⁽⁵⁾	20,823,295	13.5			
Unicentury Holdings Limited ⁽⁶⁾	17,756,955	11.5			
SIG China Investments Master Fund IV, LLLP ⁽⁷⁾	11,247,235	7.3			
Matrix Partners China VI Hong Kong Limited ⁽⁸⁾	8,858,443	5.7			
Langmafeng Holdings Limited ⁽⁹⁾	8,328,977	5.4			

Notes:

* Less than 1% of our total outstanding shares on an as-converted basis.

** For each person and group included in this table, percentage ownership is calculated by dividing the number of shares beneficially owned by such person or group by the sum of (i) 154,778,564, being the number of ordinary shares outstanding as of the date of this prospectus, and (ii) the number of ordinary shares underlying share options held by such person or group that are exercisable within 60 days after the date of this prospectus.

*** For each person and group included in this column, percentage of voting power is calculated by dividing the voting power beneficially owned by such person or group by the voting power of all of our ordinary shares as a single class.

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- † The address of our directors and executive officers except for Zixuan Liu is Floor 20, Building 2, No. 209, Zhuyuan Road, High-tech District, Suzhou, Jiangsu, 215011, People's Republic of China. The address of Zixuan Liu is 44th floor, Tencent Binhai Building, No.33 Haitian 2nd Road, Nanshan District, Shenzhen, Guangdong, 518064, People's Republic of China.
- (1) Represents (i) 17,756,955 ordinary shares held of record by Unicentury Holdings Limited, a British Virgin Islands company wholly owned by Xiaoyan Lu, (ii) 3,636,736 ordinary shares held of record by DZQH Holdings Limited, a company registered in British Virgin Islands and ultimately controlled by its sole director, Xiaoyan Lu, and (iii) 6,120,849 ordinary shares held of record by XZY Holdings Limited, a company registered in British Virgin Islands and ultimately controlled by its sole director, Xiaoyan Lu. The registered address of each of Unicentury Holdings Limited, DZQH Holdings Limited and XZY Holdings Limited is Sertus Chambers, P.O. Box 905, Quastisky Building, Road Town, Tortola, British Virgin Islands.
 - (2) Represents 2,588,813 ordinary shares held of record by Dingding Holdings Limited, a British Virgin Islands company wholly owned by Jie Ding. The registered address of Dingding Holdings Limited is Sertus Chambers, P.O. Box 905, Quastisky Building, Road Town, Tortola, British Virgin Islands.
 - (3) Represents 31,753,231 Series D preferred shares held of record by Jump Shot Holdings Limited, a company incorporated in the Cayman Islands. The registered address of Jump Shot Holdings Limited is c/o Maples Corporate Services Limited, PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands. Jump Shot Holdings Limited is wholly owned by Centurium Capital Partners 2018, L.P. The general partner of Centurium Capital Partners 2018, L.P. is Centurium Capital Partners 2018 GP Ltd. The ultimate beneficially owner of Centurium Capital Partners 2018 GP Ltd. is Hui Li.
 - (4) Represents 23,786,590 Series C preferred shares held of record by YF Elite Alliance Limited, a company incorporated in the British Virgin Islands. The registered address of YF Elite Alliance Limited is Maples Corporate Services (BVI) Limited, Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. YF Elite Alliance Limited is ultimately controlled by Feng Yu.
 - (5) Represents 3,939,542 Series D preferred shares and 16,883,753 Series E preferred shares held of record by Image Frame Investment (HK) Limited, a company incorporated in Hong Kong. The registered address of Image Frame Investment (HK) Limited is 29/F., Three Pacific Place, No. 1 Queen's Road East, Wanchai, Hong Kong. The sole member of Image Frame Investment (HK) Limited is Tencent Holdings Limited, a company listed on the Hong Kong Stock Exchange.
 - (6) Represents 17,756,955 ordinary shares held of record by Unicentury Holdings Limited, a British Virgin Islands company wholly owned by Xiaoyan Lu. The registered address of Unicentury Holdings Limited is Sertus Chambers, P.O. Box 905, Quastisky Building, Road Town, Tortola, British Virgin Islands.
 - (7) Represents 9,787,847 Series A preferred shares and 1,459,388 Series D preferred shares held of record by SIG China Investments Master Fund IV, LLLP, a Delaware limited liability limited partnership. SIG Asia Investment, LLLP, a Delaware limited liability limited partnership, is the investment manager for SIG China Investments Master Fund IV, LLLP pursuant to an investment management agreement and, as such, has discretionary authority to vote and dispose of the shares held by SIG China Investments Master Fund IV, LLLP. In addition, Heights Capital Management, Inc., a Delaware corporation, is the investment manager for SIG Asia Investment, LLLP pursuant to an investment management agreement and, as such, also has discretionary authority to vote and dispose of the shares held by SIG China Investments Master Fund IV, LLLP. Arthur Dantchik, in his capacity as president of SIG Asia Investment, LLLP, and vice president of Heights Capital Management, Inc. may also be deemed to have investment discretion over the shares held by SIG China Investments Master Fund IV, LLLP. Mr. Dantchik disclaims any such investment discretion or beneficial ownership with respect to the shares held by SIG China Investments Master Fund IV, LLLP. The business address of SIG China Investments Master Fund IV, LLLP is 251 Little Falls Drive, Wilmington, Delaware, USA.
 - (8) Represents 5,252,951 ordinary shares and 3,605,492 Series E2 preferred shares held of record by Matrix Partners China VI Hong Kong Limited, a company incorporated in Hong Kong. The registered address of Matrix Partners China VI Hong Kong Limited is 2701, 27th Floor, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong. Matrix Partners China VI Hong Kong Limited is ultimately controlled by Timothy Allan Barrows.

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- (9) Represents 8,328,977 ordinary shares held of record by Langmafeng Holdings Limited, a company registered in British Virgin Islands. The registered address of Langmafeng Holdings Limited is Sertus Chambers, P.O. Box 905, Quastisky Building, Road Town, Tortola, British Virgin Island. Langmafeng Holdings Limited is ultimately controlled by Jiancong Xiao.

As of the date of this prospectus, a total of 9,787,847 Series A preferred shares and 1,459,388 Series D preferred shares are held by a record holder in the United States, representing 7.1% of the outstanding ordinary shares on an as-converted basis. None of our ordinary shares are held by record holders in the United States. We are not aware of any arrangement that may, at a subsequent date, result in a change of control of our company. See “Description of Share Capital—History of Securities Issuances” for a description of issuances of our ordinary shares and preferred shares that have resulted in significant changes in ownership held by our major shareholders.

RELATED PARTY TRANSACTIONS

Contractual Arrangements

See “Corporate History and Structure” for a description of the contractual arrangements by and among our PRC subsidiary, our VIEs and the shareholders of our VIEs.

Employment Agreements and Indemnification Agreements

See “Management—Employment Agreements and Indemnification Agreements.”

Private Placements

See “Description of Share Capital—History of Securities Issuances.”

Shareholders Agreement

See “Description of Share Capital—Shareholders Agreement.”

Other Related Party Transactions

Transactions with Suzhou Yunzheng Technology Co., Ltd.

In 2019 and 2020, we incurred cost of revenues of RMB0.4 million and RMB3.3 million (US\$0.5 million), respectively, from Suzhou Yunzheng Technology Co., Ltd., an entity controlled by Mr. Lu, for purchases of services.

As of December 31, 2019 and 2020, the outstanding balances from related parties were nil.

DESCRIPTION OF SHARE CAPITAL

We are a Cayman Islands exempted company and our affairs are governed by our memorandum and articles of association, as amended and restated from time to time, and Companies Act (as amended) of the Cayman Islands, which we refer to as the “Companies Act” below, and the common law of the Cayman Islands.

Our share capital is divided into ordinary shares and preferred shares. In respect of all of our ordinary shares and preferred shares we have power insofar as is permitted by law, to redeem or purchase any of our shares and to increase or reduce the share capital subject to the provisions of the Companies Act and the articles of association and to issue any shares, whether such shares be of the original, redeemed or increased capital, with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares whether declared to be preference or otherwise shall be subject to the powers under our memorandum and articles of association.

As of the date hereof, our authorized share capital consists of US\$50,000 divided into (i) 390,518,031 ordinary shares with a par value of US\$0.0001 each, (ii) 15,040,570 Series A preferred shares with a par value of US\$0.0001 each, (iii) 7,085,330 Series B preferred shares with a par value of US\$0.0001 each, (iv) 23,786,590 Series C preferred shares with a par value of US\$0.0001 each, (v) 37,152,161 Series D preferred shares with a par value of US\$0.0001 each, (vi) 16,883,753 Series E preferred shares with a par value of US\$0.0001 each, and (vii) 9,533,565 Series E2 preferred shares with a par value of US\$0.0001 each. As of the date of this prospectus, there are 45,296,595 ordinary shares issued and outstanding. All of our issued and outstanding ordinary shares are fully paid. Immediately prior to the completion of this offering, all of our issued and outstanding preferred shares will be redesignated or converted into ordinary shares on a one-for-one basis.

We plan to adopt an eighth amended and restated memorandum and articles of association, which will become effective and replace the current seventh amended and restated memorandum and articles of association in its entirety immediately prior to the completion of this offering. Our authorized share capital upon completion of the offering will be US\$ divided into ordinary shares of a par value of US\$ each. We will issue ordinary shares represented by ADSs in this offering. All incentive shares, including options, restricted shares and restricted share units, regardless of grant dates, will entitle holders to an equivalent number of ordinary shares once the vesting and exercising conditions are met.

The following are summaries of material provisions of our post-offering amended and restated memorandum and articles of association and the Companies Act insofar as they relate to the material terms of our ordinary shares that we expect will become effective upon the closing of this offering.

[Ordinary Shares

General. Immediately prior to the completion of this offering, our authorized share capital is US\$ divided into ordinary shares, with a par value of US\$ each. Holders of ordinary shares will have the same rights except for voting and conversion rights. All of our issued and outstanding ordinary shares are fully paid and non-assessable. Certificates representing the ordinary shares are issued in registered form. We may not issue share to bearer. Our shareholders who are nonresidents of the Cayman Islands may freely hold and transfer their ordinary shares.

Dividends. The holders of our ordinary shares are entitled to such dividends as may be declared by our board of directors subject to our post-offering amended and restated memorandum and articles of association and the Companies Act. In addition, our shareholders may by ordinary resolution declare a dividend, but no dividend may exceed the amount recommended by our directors. Our post-offering amended and restated articles of association provide that dividends may be declared and paid out of our profits, realized or unrealized, or from any reserve set aside from profits which our board of directors determine is no longer needed. Dividends may

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also be declared and paid out of share premium account or any other fund or account which can be authorized for this purpose in accordance with the Companies Act. No dividend may be declared and paid unless our directors determine that, immediately after the payment, we will be able to pay our debts as they become due in the ordinary course of business and we have funds lawfully available for such purpose.

Voting Rights. In respect of all matters subject to a shareholders' vote, holders of ordinary shares shall, at all times, vote on all matters submitted to a vote by the members at any such general meeting. Each ordinary share shall be entitled to one vote on all matters subject to the vote at general meetings of our company. 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.

A quorum required for a meeting of shareholders consists of two or more shareholders holding not less than _____ of the votes attaching to the issued and outstanding shares entitled to vote at general meetings present in person or by proxy or, if a corporation or other non-natural person, by its duly authorized representative. As a Cayman Islands exempted company, we are not obliged by the Companies Act to call shareholders' annual general meetings. Our post-IPO 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 will specify the meeting as such in the notices calling it, and the annual general meeting will be held at such time and place as may be determined by our directors. We, however, will hold an annual shareholders' meeting during each fiscal year, as required by the Listing Rules at the NASDAQ. Each general meeting, other than an annual general meeting, shall be an extraordinary general meeting. Shareholders' annual general meetings and any other general meetings of our shareholders may be called by a majority of our board of directors or our chairman or upon a requisition of shareholders holding at the date of deposit of the requisition not less than one-third of the votes attaching to the issued and outstanding shares entitled to vote at general meetings, in which case the directors are obliged to call such meeting and to put the resolutions so requisitioned to a vote at such meeting; however, our post-offering amended and restated 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. Advance notice of at least fifteen (15) days is required for the convening of our annual general meeting and other general meetings unless such notice is waived in accordance with our articles of association.

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 by those shareholders entitled to vote who are present in person or by proxy at a general meeting, while a special resolution also requires the affirmative vote of no less than two-thirds of the votes attaching to the ordinary shares cast by those shareholders entitled to vote who are present in person or by proxy at a general meeting. A special resolution will be required for important matters such as a change of name or making changes to our post-offering amended and restated memorandum and articles of association.

Transfer of Ordinary Shares. Subject to the restrictions in our post-offering amended and restated memorandum and articles of association as set out below, any of our shareholders may transfer all or any of his or her ordinary shares by an instrument of transfer in the usual or common form or any other form approved by our board of directors.

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

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

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- 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;
- the shares are free from any lien in favor of the Company; and
- a fee of such maximum sum as the [NASDAQ] may determine to be payable or such lesser sum as our directors may from time to time require is paid to us in respect thereof.

If our directors refuse to register a transfer they shall, within three 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, after compliance with any notice required of the [NASDAQ], 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 a return of capital on winding up or otherwise (other than on conversion, redemption or purchase of ordinary shares), 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, the assets will be distributed so that the losses are borne by our shareholders in proportion to the par value of the shares held by them. Any distribution of assets or capital to a holder of ordinary share will be the same in any liquidation event.

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

Redemption, Repurchase and Surrender of Ordinary Shares. We may issue shares on terms that such shares are subject to redemption, at our option or at the option of the holders thereof, on such terms and in such manner as may be determined, before the issue of such shares, by our board of directors or by a [special] resolution of our shareholders. Our company may also repurchase any of our shares provided that the manner and terms of such purchase have been approved by our board of directors or by [ordinary resolution] of our shareholders, or are otherwise authorized by our post-IPO memorandum and articles of association. 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 fresh 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 the 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 (a) unless it is fully paid up, (b) if such redemption or repurchase would result in there being no shares outstanding, or (c) 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. If at any time our share capital is divided into different classes or series of shares, the rights attached to any class or series of shares (unless otherwise provided by the terms of issue of the shares of that class or series), whether or not our company is being wound- up, may be varied with the consent in writing of a majority the holders of the issued shares of that class or series or with the sanction of a special resolution at a separate meeting of the holders of the shares of the class or series. The rights conferred upon the holders of the shares of any class issued shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* with such existing class of shares.

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Inspection of Books and Records. Holders of our ordinary shares have no general right under Cayman Islands law to inspect or obtain copies of our list of shareholders or our corporate records. However, we will provide our shareholders with annual audited financial statements. See “Where You Can Find Additional Information.”

Issuance of Additional Shares. Our post-offering amended and restated memorandum 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.

Our post-offering amended and restated memorandum of association also authorizes our board of directors to establish from time to time one or more series of preferred shares and to determine, with respect to any series of preferred 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 preferred shares without action by our shareholders to the extent authorized but unissued. Issuance of these shares may dilute the voting power of holders of ordinary shares.

Anti-Takeover Provisions. Some provisions of our post-offering amended and restated 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 preferred shares in one or more series and to designate the price, rights, preferences, privileges and restrictions of such preferred shares without any further vote or action by our shareholders.

Exempted Company. We are an exempted company 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 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 that shareholder’s shares of the company.

Register of Members

Under the Companies Act, we must keep a register of members and there should be entered therein:

- the names and addresses of our members, a statement of the shares held by each member, and of the amount paid or agreed to be considered as paid, on the shares of each member;

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- the date on which the name of any person was entered on the register as a member; and
- the date on which any person ceased to be a member.

Under the Companies Act, the register of members of our company is prima facie evidence of the matters set out therein (that is, the register of members will raise a presumption of fact on the matters referred to above unless rebutted) and a member registered in the register of members is deemed as a matter of the Companies Act to have legal title to the shares as set against its name in the register of members. Upon completion of this offering, we will perform the procedure necessary to immediately update the register of members to record and give effect to the issuance of shares by us to the Depositary (or its nominee) as the depositary. Once our register of members has been updated, the shareholders recorded in the register of members will be deemed to have legal title to the shares set against their name.

If the name of any person is incorrectly entered in or omitted from our register of members, or if there is any default or unnecessary delay in entering on the register the fact of any person having ceased to be a member of our company, the person or member aggrieved (or any member of our company or our company itself) may apply to the Grand Court of the Cayman Islands for an order that the register be rectified, and the Court may either refuse such application or it may, if satisfied of the justice of the case, make an order for the rectification of the register.]

Differences in Corporate Law

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

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, (a) “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 (b) a “consolidation” means the combination of two or more constituent companies into a consolidated company and the vesting of the undertaking, property and liabilities of such companies to the consolidated company. In order to effect such a merger or consolidation, the directors of each constituent company must approve a written plan of merger or consolidation, which must then be authorized by (a) a special resolution of the shareholders of each constituent company, and (b) such other authorization, if any, as may be specified in such constituent company’s articles of association. The written plan of merger or consolidation must be filed with the Registrar of Companies of the Cayman Islands together with a declaration as to the solvency of the consolidated or surviving company, a declaration as to 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.

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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 a dissenting minority shareholder 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 is thus approved, or if a tender offer is made and accepted, 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) which permit a minority shareholder 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 amended and restated 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 act with skill and care. 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. The

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Companies Act and our post-offering amended and restated 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 provide 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 amended and restated articles of association allow our shareholders holding in aggregate not less than [one-third] of all votes attaching to the issued and 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 amended and restated articles of association do not provide our shareholders with any other right to put proposals before annual general meetings or extraordinary general meetings not called by such shareholders. 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 amended and restated 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 outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under our post-offering amended and restated articles of association, directors may be removed with or without cause, by an [ordinary resolution] of our shareholders. A director shall hold office until the expiration of his or her term or his or her successor shall have been elected and qualified, or until his or her office is otherwise vacated. In addition, a director's office shall be vacated if the director (i) becomes bankrupt or makes any arrangement or composition with his creditors; (ii) is found to be or becomes of unsound mind or dies; (iii) resigns his office by notice in writing to the company; (iv) without special leave of absence from our board of directors, is absent from three consecutive meetings of the board and the board resolves that his office be vacated; (v) is prohibited by law from being a director; or (vi) is removed from office pursuant to any other provisions of our post-offering amended and restated memorandum and 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

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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, the directors of the Company are required to comply with fiduciary duties which they owe to the Company under Cayman Islands laws, including the duty to ensure that, in their opinion, any such transactions must be entered into bona fide in the best interests of the company, and are entered into for a proper corporate purpose 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 the board.

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. Under the Companies Act and our post-offering amended and restated articles of association, our company may be dissolved, liquidated or wound up by a special resolution of our shareholders.

Variation 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 Cayman Islands law and our post-offering amended and restated articles of association, if our share capital is divided into more than one class of shares, we may vary the rights attached to any class with the written consent of the holders of a majority of the issued shares of that class or with the sanction of a special resolution passed at a general meeting of the holders of the shares of that class.

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 amended and restated memorandum and articles of association, our memorandum and articles of association may only be amended by a special resolution of our shareholders.

Rights of Nonresident or Foreign Shareholders. There are no limitations imposed by our post-offering amended and restated memorandum and articles of association on the rights of nonresident or foreign shareholders to hold or exercise voting rights on our shares. In addition, there are no provisions in our post-offering amended and restated 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

On July 26, 2018, we issued 1,566,056 Series A preferred shares to SIG China Investments Master Fund IV, LLLP for a consideration of US\$2,000,000.

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On September 7, 2018, we issued 1,566,055 Series A preferred shares to SIG China Investments Master Fund IV, LLLP for a consideration of US\$2,000,000.

On September 10, 2018, we issued 15,201,956 Series C preferred shares to YF Elite Alliance Limited for a consideration of US\$30,000,000.

On July 30, 2019, we issued 3,036,570 Series B preferred shares to Ximalaya (Hong Kong) Limited for a consideration of RMB30,000,000.

On July 30, 2019, we issued 2,024,380 Series B preferred shares to Potato Capital Holding Limited for a consideration of RMB20,000,000.

On July 30, 2019, we issued 2,024,380 Series B preferred shares to Bronze Shield Limited for a consideration of RMB20,000,000.

On January 15, 2020, we issued 8,584,634 Series C preferred shares to YF Elite Alliance Limited for a consideration of US\$20,000,000.

On January 15, 2020, we issued 1,459,388 Series D preferred shares to SIG China Investments Master Fund IV, LLLP for a consideration of US\$4,000,000.

On January 15, 2020, we issued 24,809,593 Series D preferred shares to Jump Shot Holding Limited for a consideration of US\$68,000,000.

On June 24, 2020, we issued 3,414,270 Series A preferred shares to CW MBA Digital Limited in exchange for its equity interests in CEIBS Management Limited.

On June 24, 2020, we issued 1,838,453 Series A preferred shares to Chengwei Capital HK Limited in exchange for its equity interests in Digital B-School China Limited.

On January 25, 2021, we issued 16,883,753 Series E preferred shares to Image Frame Investment (HK) Limited for a consideration of US\$90,000,000.

On March 22, 2021, we issued 3,605,492 Series E2 preferred shares to Matrix Partners China VI Hong Kong Limited for a consideration of US\$24,328,252.

On March 22, 2021, we issued 1,482,018 Series E2 preferred shares to Hundreds Three Fund Limited Partnership for a consideration of US\$10,000,000.

On March 22, 2021, we issued 4,446,055 Series E2 preferred shares to SCC Growth VI Holdco E, Ltd. for a consideration of US\$30,000,000.

Our Series A preferred shares, Series B preferred shares, Series C preferred shares, Series D preferred shares, Series E preferred shares and Series E2 preferred shares will automatically convert into ordinary shares upon the completion of this offering at an initial conversion ratio of [one-to-one], adjusted for share splits, share dividends, recapitalizations and similar transactions.

Shareholders Agreement

Our currently effective fifth amended and restated shareholders agreement was entered into on March 22, 2021 by and among us, our shareholders, and certain other parties named therein.

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The current shareholders agreement provides for certain special rights, including registration right, right of first refusal, right of co-sale, and drag-along right and contains provisions governing the board of directors and other corporate governance matters. Those special rights (except the registration right as described below), as well as the corporate governance provisions, will terminate upon the completion of this offering.

Registration Rights

Pursuant to the current shareholders agreement, we have granted certain registration rights to our shareholders, provided that no shareholder shall be entitled to exercise any such registration right after the earlier of (i) three years following the consummation of a qualified IPO; or (ii) with respect to any holder, the date on which such holder may sell all of such holder's registrable securities under Rule 144 of the Securities Act in any ninety-day period. Set forth below is a description of the registration rights granted under the current shareholders agreement.

Demand Registration Rights. At any time commencing six months after the closing of this offering, holders of at least 10% of the registrable securities then outstanding have the right to demand that we file a registration statement covering the registration of such registrable securities. We are not obligated to effect any such registration if we have, within the six-month period preceding the date of such request, already effected a registration under the Securities Act pursuant to demand registration right or Form F-3 registration right or piggyback registration right in which the holders had an opportunity to participate, other than a registration from which the registrable securities of the holders have been excluded (with respect to all or any portion of the registrable securities the holders requested be included in such registration). Further, we are not obligated to effect more than three such demand registrations that have been declared and ordered effective, except that (i) if the sale of all of the registrable securities sought to be included is not consummated for any reason other than due to the action or inaction of the holders including registrable securities in such registration, such registration shall not be deemed to constitute one of the registration rights; and (ii) the piggyback registrations and Form F-3 registrations described below shall not be deemed to constitute one of the demand registrations.

In the event of an underwritten offering therein, we are not required to register the registrable securities of a holder unless such holder's registrable securities are included in the underwriting and such holder enters into an underwriting agreement in customary form with the managing underwriter(s) selected by the holders of a majority of the registrable securities being registered and reasonably acceptable to us. The underwriters of any underwritten offering may exclude up to 75% of the number of registrable securities from being included in the applicable registration statement if the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of shares to be underwritten, provided that all other securities are first entirely excluded from the underwriting and registration. The number of registrable securities that may be included in the underwriting shall be reduced as required by the underwriter(s) and allocated among the holders of registrable securities on a pro rata basis according to the number of registrable securities then outstanding held by each holder requesting registration.

In addition, we have the right to defer filing of a registration statement for up to 90 days if our board determines in good faith judgment that the filing of a registration statement would be materially detrimental to us and our shareholders, provided that within any 12-month period, we do not exercise this right and during such 90 days, we do not file any registration statement pertaining to the public offering of our securities.

Piggyback Registration Rights. If we propose to file a registration statement for a public offering of our securities (including, but not limited to, registration statements relating to secondary offerings of our securities, but excluding registration statements relating to any employee benefit plan or a corporate reorganization), we must offer holders of our registrable securities an opportunity to include all or any part of their securities in this registration.

In the event of an underwritten offering therein, we are not required to register the registrable securities of a holder, unless such holder's registrable securities are included in the underwriting and such holder enters into an

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underwriting agreement in customary form with the managing underwriter(s) selected for such underwriting. The underwriters of any underwritten offering may exclude up to 75% of the number of registrable securities from being included in the applicable registration statement if the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of shares to be underwritten. The number of shares that may be included in the registration and the underwriting shall be allocated, first, to us, second, to each of the holders requesting inclusion of their registrable securities in such registration statement on a pro rata basis based on the total number of shares of registrable securities then held by each such holder, and third, to holders of other securities of ours.

There shall be no limit on the number of times the holders may request registration of registrable securities pursuant to such piggyback registration rights.

Form F-3 Registration Rights. In case we receive from any holders of registrable securities then outstanding written requests that we effect a registration on Form F-3, as the case may be, we shall, subject to certain limitations, file a registration statement on Form F-3 covering the registrable securities and other securities so requested to be registered as soon as practicable after receipt of the request or requests of the holders.

Expenses of Registration. We will bear all registration expenses incurred in connection with any demand, piggyback or F-3 registration, subject to certain limitations.

DESCRIPTION OF AMERICAN DEPOSITARY SHARES

[American Depositary Shares

, as depositary, will register and deliver American Depositary Shares, also referred to as ADSs. Each ADS represents shares (or a right to receive shares) deposited with , as custodian for the depositary in Hong Kong. Each ADS will also represent any other securities, cash or other property which may be held by the depositary. The deposited shares together with any other securities, cash or other property held by the depositary are referred to as the deposited securities. The depositary's office at which the ADSs will be administered is located at . 's principal executive office is located at .

You may hold ADSs either (A) directly (i) by having an American Depositary Receipt, also referred to as an ADR, which is a certificate evidencing a specific number of ADSs, registered in your name, or (ii) by having uncertificated ADSs registered in your name, or (B) indirectly by holding a security entitlement in ADSs through your broker or other financial institution that is a direct or indirect participant in The Depository Trust Company, also called DTC. If you hold ADSs directly, you are a registered ADS holder, also referred to as an ADS holder. This description assumes you are an ADS holder. 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.

Registered holders of uncertificated ADSs will receive statements from the depositary confirming their holdings.

As an ADS holder, we will not treat you as one of our shareholders and you will not have shareholder rights. Cayman Islands law governs shareholder rights. The depositary will be the holder of the shares underlying the ADSs. As a registered holder of ADSs, you will have ADS holder rights. A deposit agreement among us, the depositary, ADS holders and all other persons indirectly or beneficially holding ADSs sets out ADS holder rights as well as the rights and obligations of the depositary. New York law governs the deposit agreement and the ADSs.

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 ADR. For directions on how to obtain copies of those documents, see "Where You Can Find Additional Information."

Dividends and Other Distributions

How Will You Receive Dividends and Other Distributions on the Shares?

The depositary has agreed to pay or distribute to ADS holders the cash dividends or other distributions it or the custodian receives on shares or other deposited securities, upon payment or deduction of its fees and expenses. You will receive these distributions in proportion to the number of shares the ADSs represent.

Cash. The depositary will convert any cash dividend or other cash distribution we pay on the shares into U.S. dollars, if it can do so on a reasonable basis and can transfer the U.S. dollars to the United States. If that is not possible or if any government approval is needed and cannot be obtained, 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 the foreign currency it cannot convert for the account of the ADS holders who have not been paid. It will not invest the foreign currency and it will not be liable for any interest.

Before making a distribution, any withholding taxes, or other governmental charges that must be paid will be deducted. See "Taxation." The depositary will distribute only whole U.S. dollars and cents and will round 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 of the value of the distribution.*

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Shares. The depository may distribute additional ADSs representing any shares we distribute as a dividend or free distribution. The depository will only distribute whole ADSs. It will sell shares which would require it to deliver a fraction of an ADS (or ADSs representing those shares) and distribute the net proceeds in the same way as it does with cash. If the depository does not distribute additional ADSs, the outstanding ADSs will also represent the new shares. The depository may sell a portion of the distributed shares (or ADSs representing those shares) sufficient to pay its fees and expenses in connection with that distribution.

Rights to purchase additional shares. If we offer holders of our securities any rights to subscribe for additional shares or any other rights, the depository may (i) exercise those rights on behalf of ADS holders, (ii) distribute those rights to ADS holders or (iii) sell those rights and distribute the net proceeds to ADS holders, in each case after deduction or upon payment of its fees and expenses. To the extent the depository does not do any of those things, it will allow the rights to lapse. In that case, you will receive no value for them. The depository will exercise or distribute rights only if we ask it to and provide satisfactory assurances to the depository that it is legal to do so. If the depository will exercise rights, it will purchase the securities to which the rights relate and distribute those securities or, in the case of shares, new ADSs representing the new shares, to subscribing ADS holders, but only if ADS holders have paid the exercise price to the depository. U.S. securities laws may restrict the ability of the depository to distribute rights or ADSs or other securities issued on exercise of rights to all or certain ADS holders, and the securities distributed may be subject to restrictions on transfer.

Other Distributions. The depository will send to ADS holders anything else we distribute on deposited securities by any means it thinks is legal, fair and practical. If it cannot make the distribution in that way, the depository has a choice. It may decide to sell what we distributed and distribute the net proceeds, in the same way as it does with cash. Or, it may decide to hold what we distributed, in which case ADSs will also represent the newly distributed property. However, the depository is not required to distribute any securities (other than ADSs) to ADS holders unless it receives satisfactory evidence from us that it is legal to make that distribution. The depository may sell a portion of the distributed securities or property sufficient to pay its fees and expenses in connection with that distribution. U.S. securities laws may restrict the ability of the depository to distribute securities to all or certain ADS holders, and the securities distributed may be subject to restrictions on transfer.

The depository 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 it is illegal or impractical for us to make them available to you.

Deposit, Withdrawal and Cancellation

How Are ADSs Issued?

The depository will deliver ADSs if you or your broker deposits shares or evidence of rights to receive 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 depository 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 that made the deposit.

How Can ADS Holders Withdraw the Deposited Securities?

You may surrender the ADSs for the purpose of withdrawal at the depository's office. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depository will deliver the shares and any other deposited securities underlying the ADSs to the ADS holder or a person the ADS holder designates at the office of the custodian. Or, at your request, risk and expense, the depository will deliver the deposited securities at its office, if feasible. The depository may charge you a fee and its expenses for instructing the custodian regarding delivery of deposited securities.

How Do ADS Holders Interchange Between Certificated ADSs and Uncertificated ADSs?

You may surrender your ADR to the depository for the purpose of exchanging your ADR for uncertificated ADSs. The depository will cancel that ADR and will send to the ADS holder a statement confirming that the ADS holder is the registered holder of uncertificated ADSs. Upon receipt by the depository of a proper instruction from a registered holder of uncertificated ADSs requesting the exchange of uncertificated ADSs for certificated ADSs, the depository will execute and deliver to the ADS holder an ADR evidencing those ADSs.

Voting Rights

How Do You Vote?

ADS holders may instruct the depository how to vote the number of deposited shares their ADSs represent. If we request the depository to solicit your voting instructions (and we are not required to do so), the depository will notify you of a shareholders' meeting and send or make voting materials available to you. Those materials will describe the matters to be voted on and explain how ADS holders may instruct the depository how to vote. For instructions to be valid, they must reach the depository by a date set by the depository. The depository will try, as far as practical, subject to the laws of the Cayman Islands and the provisions of our articles of association or similar documents, to vote or to have its agents vote the shares or other deposited securities as instructed by ADS holders. If we do not request the depository to solicit your voting instructions, you can still send voting instructions, and, in that case, the depository may try to vote as you instruct, but it is not required to do so.

Except by instructing the depository as described above, you won't be able to exercise voting rights unless you surrender the ADSs and withdraw the shares. However, you may not know about the meeting enough in advance to withdraw the shares. In any event, the depository will not exercise any discretion in voting deposited securities and it will only vote or attempt to vote as instructed.

We cannot assure you that you will receive the voting materials in time to ensure that you can instruct the depository to vote your shares. In addition, the depository 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 voting rights and there may be nothing you can do if your shares are not voted as you requested.

In order to give you a reasonable opportunity to instruct the depository as to the exercise of voting rights relating to Deposited Securities, if we request the Depository to act, we agree to give the depository notice of any such meeting and details concerning the matters to be voted upon at least [45] days in advance of the meeting date.

Fees and Expenses

<u>Persons depositing or withdrawing shares or ADS holders must pay:</u>	<u>For:</u>
<ul style="list-style-type: none">• US\$5.00 (or less) per 100 ADSs (or portion of 100 ADSs) • US\$0.05 (or less) per ADS• A fee equivalent to the fee that would be payable if securities distributed to you had been shares and the shares had been deposited for issuance of ADSs	<ul style="list-style-type: none">• Issuance of ADSs, including issuances resulting from a distribution of shares or rights or other property• Cancellation of ADSs for the purpose of withdrawal, including if the deposit agreement terminates• Any cash distribution to ADS holders• Distribution of securities distributed to holders of deposited securities (including rights) that are distributed by the depository to ADS holders

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Persons depositing or withdrawing shares or ADS holders must pay:	For:
<ul style="list-style-type: none">• US\$0.05 (or less) per ADS per calendar year• Registration or transfer fees• Expenses of the depositary• Taxes and other governmental charges the depositary or the custodian has to pay on any ADSs or shares underlying ADSs, such as stock transfer taxes, stamp duty or withholding taxes• Any charges incurred by the depositary or its agents for servicing the deposited securities	<ul style="list-style-type: none">• Depositary services• Transfer and registration of shares on our share register to or from the name of the depositary or its agent when you deposit or withdraw shares• Cable and facsimile transmissions (when expressly provided in the deposit agreement)• Converting foreign currency to U.S. dollars• As necessary• As necessary

The depositary collects its fees for delivery and surrender of ADSs directly from investors depositing shares or surrendering ADSs for the purpose of withdrawal or from intermediaries acting for them. The depositary collects fees for making distributions to investors by deducting those fees from the amounts distributed or by selling a portion of distributable property to pay the fees. The depositary may collect its annual fee for depositary services by deduction from cash distributions or by directly billing investors or by charging the book-entry system accounts of participants acting for them. The depositary may collect any of its fees by deduction from any cash distribution payable (or by selling a portion of securities or other property distributable) to ADS holders that are obligated to pay those fees. The depositary may generally refuse to provide fee-attracting services until its fees for those services are paid.

From time to time, the depositary may make payments to us to reimburse us for costs and expenses generally arising out of establishment and maintenance of the ADS program, waive fees and expenses for services provided to us by the depositary or share revenue from the fees collected from ADS holders. In performing its duties under the deposit agreement, the depositary may use brokers, dealers, foreign currency dealers or other service providers that are owned by or affiliated with the depositary and that may earn or share fees, spreads or commissions.

The depositary may convert currency itself or through any of its affiliates and, in those cases, acts as principal for its own account and not as agent, advisor, broker or fiduciary on behalf of any other person and earns revenue, including, without limitation, transaction spreads, that it will retain for its own account. The revenue is based on, among other things, the difference between the exchange rate assigned to the currency conversion made under the deposit agreement and the rate that the depositary or its affiliate receives when buying or selling foreign currency for its own account. The depositary makes no representation that the exchange rate used or obtained in any currency conversion under the deposit agreement will be the most favorable rate that could be obtained at the time or that the method by which that rate will be determined will be the most favorable to ADS holders, subject to the depositary's obligations under the deposit agreement. The methodology used to determine exchange rates used in currency conversions is available upon request.

Payment of Taxes

You will be responsible for any taxes or other governmental charges payable on the ADSs or on the deposited securities represented by any of the ADSs. The depositary may refuse to register any transfer of the

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ADSs or allow you to withdraw the deposited securities represented by the ADSs until those taxes or other charges are paid. It may apply payments owed to you or sell deposited securities represented by your American Depositary Shares 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 ADS holders any proceeds, or send to ADS holders any property, remaining after it has paid the taxes.

Tender and Exchange Offers; Redemption, Replacement or Cancellation of Deposited Securities

The depositary will not tender deposited securities in any voluntary tender or exchange offer unless instructed to do by an ADS holder surrendering ADSs and subject to any conditions or procedures the depositary may establish.

If deposited securities are redeemed for cash in a transaction that is mandatory for the depositary as a holder of deposited securities, the depositary will call for surrender of a corresponding number of ADSs and distribute the net redemption money to the holders of called ADSs upon surrender of those ADSs.

If there is any change in the deposited securities such as a sub-division, combination or other reclassification, or any merger, consolidation, recapitalization or reorganization affecting the issuer of deposited securities in which the depositary receives new securities in exchange for or in lieu of the old deposited securities, the depositary will hold those replacement securities as deposited securities under the deposit agreement. However, if the depositary decides it would not be lawful and to hold the replacement securities because those securities could not be distributed to ADS holders or for any other reason, the depositary may instead sell the replacement securities and distribute the net proceeds upon surrender of the ADSs.

If there is a replacement of the deposited securities and the depositary will continue to hold the replacement securities, the depositary may distribute new ADSs representing the new deposited securities or ask you to surrender your outstanding ADRs in exchange for new ADRs identifying the new deposited securities.

If there are no deposited securities underlying ADSs, including if the deposited securities are cancelled, or if the deposited securities underlying ADSs have become apparently worthless, the depositary may call for surrender of those ADSs or cancel those ADSs upon notice to the ADS holders.

Amendment and Termination

How May the Deposit Agreement Be Amended?

We may agree with the depositary to amend the deposit agreement and the ADRs 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, or prejudices a substantial 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 the ADSs, to agree to the amendment and to be bound by the ADRs and the deposit agreement as amended.*

How May the Deposit Agreement Be Terminated?

The depositary will initiate termination of the deposit agreement if we instruct it to do so. The depositary may initiate termination of the deposit agreement if

- 60 days have passed since the depositary told us it wants to resign but a successor depositary has not been appointed and accepted its appointment;
- we delist our shares from an exchange on which they were listed and do not list the shares on another exchange;

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- we appear to be insolvent or enter insolvency proceedings
- all or substantially all the value of the deposited securities has been distributed either in cash or in the form of securities;
- there are no deposited securities underlying the ADSs or the underlying deposited securities have become apparently worthless; or
- there has been a replacement of deposited securities.

If the deposit agreement will terminate, the depository will notify ADS holders at least 90 days before the termination date. At any time after the termination date, the depository may sell the deposited securities. After that, the depository will hold the money it received on the sale, as well as any other cash it is holding under the deposit agreement, unsegregated and without liability for interest, for the pro rata benefit of the ADS holders that have not surrendered their ADSs. Normally, the depository will sell as soon as practicable after the termination date.

After the termination date and before the depository sells, ADS holders can still surrender their ADSs and receive delivery of deposited securities, except that the depository may refuse to accept a surrender for the purpose of withdrawing deposited securities if it would interfere with the selling process. The depository may refuse to accept a surrender for the purpose of withdrawing sale proceeds until all the deposited securities have been sold. The depository will continue to collect distributions on deposited securities, but, after the termination date, the depository is not required to register any transfer of ADSs or distribute any dividends or other distributions on deposited securities to the ADSs holder (until they surrender their ADSs) or give any notices or perform any other duties under the deposit agreement except as described in this paragraph.

Limitations on Obligations and Liability

Limits on Our Obligations and the Obligations of the Depository; Limits on Liability to Holders of ADSs

The deposit agreement expressly limits our obligations and the obligations of the depository. It also limits our liability and the liability of the depository. We and the depository:

- are only obligated to take the actions specifically set forth in the deposit agreement without negligence or bad faith;
- are not liable if we are or it is prevented or delayed by law or by events or circumstances beyond our or its ability to prevent or counteract with reasonable care or effort from performing our or its obligations under the deposit agreement;
- are not liable if we or it exercises discretion permitted under the deposit agreement;
- 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, or for any special, consequential or punitive damages for any breach of the terms of the deposit agreement;
- have no obligation to become involved in a lawsuit or other proceeding related to the ADSs or the deposit agreement on your behalf or on behalf of any other person;
- are not liable for the acts or omissions of any securities depository, clearing agency or settlement system; and
- may rely upon any documents we believe or it believes in good faith to be genuine and to have been signed or presented by the proper person.

In the deposit agreement, we and the depository agree to indemnify each other under certain circumstances.

Requirements for Depositary Actions

Before the depositary will deliver or register a transfer of ADSs, make a distribution on ADSs, or permit withdrawal of shares, the depositary 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 shares or other deposited securities;
- satisfactory proof of the identity and genuineness of any signature or other information it deems necessary; and
- compliance with regulations it may establish, from time to time, consistent with the deposit agreement, including presentation of transfer documents.

The depositary may refuse to deliver ADSs or register transfers of ADSs when the transfer books of the depositary or our transfer books are closed or at any time if the depositary or we think it advisable to do so.

Your Right to Receive the Shares Underlying the ADSs

ADS holders have the right to cancel their ADSs and withdraw the underlying shares at any time except:

- when temporary delays arise because: (i) the depositary has closed its transfer books or we have closed our transfer books; (ii) the transfer of shares is blocked to permit voting at a shareholders' meeting; or (iii) we are paying a dividend on our shares;
- when you owe money to pay fees, taxes and similar charges; or
- 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 shares or other deposited securities.

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 Direct Registration System, also referred to as DRS, and Profile Modification System, also referred to as Profile, will apply to the ADSs. DRS is a system administered by DTC that facilitates interchange between registered holding of uncertificated ADSs and holding of security entitlements in ADSs through DTC and a DTC participant. Profile is feature of DRS that allows a DTC participant, claiming to act on behalf of a registered holder of uncertificated ADSs, 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 that transfer.

In connection with and in accordance with the arrangements and procedures relating to DRS/Profile, the parties to the deposit agreement understand that the depositary will not determine whether the DTC participant that is claiming to be acting on behalf of an ADS holder in requesting registration of transfer and delivery as described in the paragraph above has the actual authority to act on behalf of the ADS holder (notwithstanding any requirements under the Uniform Commercial Code). In the deposit agreement, the parties agree that the depositary's reliance on and compliance with instructions received by the depositary through the DRS/Profile system and in accordance with the deposit agreement will not constitute negligence or bad faith on the part of the depositary.

Shareholder Communications; Inspection of Register of Holders of ADSs

The depositary will make available for your inspection at its office all communications that it receives from us as a holder of deposited securities that we make generally available to holders of deposited securities. The depositary will send you copies of those communications or otherwise make those communications available to you if we ask it to. You have a right to inspect the register of holders of ADSs, but not for the purpose of contacting those holders about a matter unrelated to our business or the ADSs.]

SHARES ELIGIBLE FOR FUTURE SALE

Upon completion of this offering, we will have _____ ADSs outstanding, representing _____ ordinary shares, or approximately _____ % of our outstanding ordinary shares, assuming the underwriters do not exercise their option to purchase additional ADSs. All of the ADSs sold in this offering will be freely transferable by persons other than 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, and [while the ADSs have been approved for listing on the [NASDAQ],] we cannot assure you that a regular trading market will develop in the ADSs.

Lock-up Agreements

We, [our directors, executive officers and existing shareholders] have agreed, subject to some exceptions, not to transfer or dispose of, directly or indirectly, any of our ordinary shares, in the form of ADSs or otherwise, or any securities convertible into or exchangeable or exercisable for our ordinary shares, in the form of ADSs or otherwise, for a period of 180 days after the date of this prospectus. After the expiration of the 180-day period, the ordinary shares or ADSs held by our directors, executive officers and our existing shareholders may be sold subject to the restrictions under Rule 144 under the Securities Act or by means of registered public offerings.

Rule 144

All of our ordinary shares outstanding prior to this offering are “restricted shares” 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 requirements. Under Rule 144 as currently in effect, a person who has beneficially owned our restricted shares for at least six months is generally entitled to sell the restricted securities without registration under the Securities Act beginning 90 days after the date of this prospectus, subject to certain additional restrictions.

Our affiliates may sell within any three-month period a number of restricted shares that does not exceed the greater of the following:

- 1% of the then outstanding ordinary shares of the same class, in the form of ADSs or otherwise, which will equal approximately _____ ordinary shares immediately after this offering, assuming the underwriters do not exercise their option to purchase additional ADSs; or
- the average weekly trading volume of our ordinary shares in the form of ADSs or otherwise on the [NASDAQ] during the four calendar weeks preceding the date on which notice of the sale is filed with the SEC.

Affiliates who sell restricted securities under Rule 144 may not solicit orders or arrange for the solicitation of orders, and they are also subject to notice requirements and the availability of current public information about us.

Persons who are not our affiliates are only subject to one of these additional restrictions, the requirement of the availability of current public information about us, and this additional restriction does not apply if they have beneficially owned our restricted shares for more than one year.

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 or option plan or

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other written agreement relating to compensation is eligible to resell such ordinary shares 90 days after we became a reporting company under the Exchange Act in reliance on Rule 144, but without compliance with some of the restrictions, including the holding period, contained in Rule 144.

Registration Rights

Upon completion of this offering, certain holders of our ordinary shares or their transferees will be entitled to request that we register their shares under the Securities Act, following the expiration of the lock-up agreements described above. See “Description of Share Capital—Registration Rights.”

TAXATION

The following discussion of Cayman Islands, PRC and United States federal income tax consequences 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 prospectus, all of which are subject to change. This discussion does not deal with all possible tax consequences relating to an investment in the ADSs or ordinary shares, such as the tax consequences under state, local and other tax laws. To the extent that the discussion relates to matters of Cayman Islands tax law, it represents the opinion of Walkers (Hong Kong), our Cayman Islands counsel. To the extent that the discussion relates to matters of PRC tax law, it represents the opinion of Global Law Office, our PRC legal 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 or holders of the ADSs or ordinary shares 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 the ADSs or ordinary shares 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 the ADSs or ordinary shares, nor will gains derived from the disposal of the ADSs or ordinary shares be subject to Cayman Islands income or corporation tax.

People's Republic of China Taxation

Under the PRC EIT Law, which became effective on January 1, 2008 and amended on February 24, 2017, an enterprise established outside the PRC with “de facto management bodies” within the PRC is considered a “resident enterprise” for PRC enterprise income tax purposes and is generally subject to a uniform 25% enterprise income tax rate on its worldwide income. Under the implementation regulations to the PRC EIT Law, a “de facto management body” is defined as a body that has material and overall management and control over the manufacturing and business operations, personnel and human resources, finances and properties of an enterprise.

In addition, the SAT Circular 82 issued by the SAT in April 2009 specifies that certain offshore incorporated enterprises controlled by PRC enterprises or PRC enterprise groups will be classified as PRC resident enterprises if the following are located or resident in the PRC: (a) senior management personnel and departments that are responsible for daily production, operation and management; (b) financial and personnel decision making bodies; (c) key properties, accounting books, company seal, minutes of board meetings and shareholders' meetings; and (d) half or more of the senior management or directors having voting rights. Further to SAT Circular 82, the SAT issued the SAT Bulletin 45, which took effect in September 2011, to provide more guidance on the implementation of SAT Circular 82. SAT Bulletin 45 provides for procedures and administration details of determination on resident status and administration on post-determination matters. Our company 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. As such, we do not believe that our company meets all of the conditions above or is a PRC resident enterprise for PRC tax purposes. For similar 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 our

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Cayman Islands holding company is a PRC resident enterprise for PRC enterprise income tax purposes, a number of unfavorable PRC tax consequences could follow. For example, a 10% withholding tax would be imposed on dividends we pay to our non-PRC enterprise shareholders (including the ADS holders). In addition, non-resident enterprise shareholders (including the ADS holders) may be subject to PRC tax at a rate of 10% 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. Furthermore, if we are deemed a PRC resident enterprise, dividends paid to our non-PRC individual shareholders (including the 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 20% (which, in the case of dividends, may be withheld at source). These rates may be reduced by an applicable tax treaty, but it is unclear whether non-PRC shareholders of our company would be able to obtain 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.

Material U.S. Federal Income Tax Considerations

The following are material U.S. federal income tax consequences to you of the ownership and disposition of our ADSs or ordinary shares, but this discussion does not purport to be a comprehensive description of all of the tax considerations that may be relevant to your decision to own the ADSs or ordinary shares.

This discussion applies to you only if you are a U.S. Holder, you acquire our ADSs in this offering and you hold the ADSs or underlying ordinary shares as capital assets for U.S. federal income tax purposes. In addition, it does not describe all of the tax consequences that may be relevant in light of your particular circumstances, including the alternative minimum tax, the Medicare contribution tax on net investment income and tax consequences applicable to you if you are subject to special rules, such as if you are:

- a financial institution;
- an insurance company;
- a regulated investment company;
- a dealer or electing trader in securities that uses a mark-to-market method of tax accounting;
- a person that holds ADSs or ordinary shares as part of a straddle, integrated or similar transaction;
- a person whose functional currency for U.S. federal income tax purposes is not the U.S. dollar;
- an entity classified as a partnership for U.S. federal income tax purposes or a partner or member thereof;
- a tax-exempt entity, “individual retirement account” or “Roth IRA”;
- a person that owns or is deemed to own ADSs or ordinary shares representing 10% or more of our stock by vote or value; or
- a person that holds ADSs or ordinary shares in connection with a trade or business outside the United States.

If you are a partnership (or other entity classified as a partnership for U.S. federal income tax purposes) that owns ADSs or ordinary shares, the U.S. federal income tax treatment of your partners will generally depend on their status and your activities. If you are a partnership that intends to acquire our ADSs or ordinary shares you should consult your tax adviser as to the particular U.S. federal income tax consequences to you and your partners of owning and disposing of our ADSs or ordinary shares.

This discussion is based on the Internal Revenue Code of 1986, as amended (the “Code”), administrative pronouncements, judicial decisions, final, temporary and proposed Treasury regulations, and the income tax treaty between the United States and the PRC (the “Treaty”), all as of the date hereof, any of which is subject to change, possibly with retroactive effect. This discussion assumes that each obligation under the deposit agreement and any related agreement will be performed in accordance with its terms.

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For purposes of this discussion you are a “U.S. Holder” if you are, for U.S. federal income tax purposes, a beneficial owner of the ADSs or ordinary shares and:

- a citizen or individual resident of the United States;
- a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state therein or the District of Columbia; or
- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

In general, if you own our ADSs you will be treated as the owner of the underlying ordinary shares represented by those ADSs for U.S. federal income tax purposes. Accordingly, no gain or loss will be recognized if you exchange your ADSs for the underlying ordinary shares represented by those ADSs.

This discussion does not address the effects of any state, local or non-U.S. tax laws, or any U.S. federal taxes other than income taxes (such as U.S. federal estate or gift tax consequences). You should consult your tax adviser concerning the U.S. federal, state, local and non-U.S. tax consequences of owning and disposing of our ADSs or ordinary shares in your particular circumstances.

Taxation of Distributions

The following discussion is subject to the discussion under “—Passive Foreign Investment Company Rules” below.

Distributions paid on the ADSs or ordinary shares, other than certain pro rata distributions of ADSs or ordinary shares, will be treated as dividends to the extent paid out of our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Because we do not maintain calculations of our earnings and profits under U.S. federal income tax principles, it is expected that distributions generally will be reported to you as dividends. Dividends will not be eligible for a dividends-received deduction. If you are a non-corporate U.S. Holder of ADSs, subject to applicable limitations dividends paid to you with respect to your ADSs may be taxable at a favorable rate provided that we are not a passive foreign investment company (“PFIC”) for our taxable year of the distribution or the preceding taxable year. If you are a non-corporate U.S. Holder you should consult your tax adviser regarding the availability of this favorable tax rate and any applicable limitations in your particular circumstances.

Dividends generally will be included in your income on the date of receipt by you (in the case of ordinary shares) or by the depository (in the case of ADSs). The amount of income with respect to a dividend paid in foreign currency will be the U.S. dollar amount calculated by reference to the spot rate in effect on the date of receipt, regardless of whether the payment is in fact converted into U.S. dollars on that date. If the dividend is converted into U.S. dollars on the date of receipt, you generally should not be required to recognize foreign currency gain or loss in respect of the amount received. You may have foreign currency gain or loss if the dividend is converted into U.S. dollars after the date of receipt.

Dividends will be treated as foreign-source income for foreign tax credit purposes. As described in “—People’s Republic of China Taxation,” dividends paid by us may be subject to PRC withholding tax. For U.S. federal income tax purposes, the amount of the dividend income will include any amounts withheld in respect of PRC withholding tax. Subject to applicable limitations, which vary depending upon your circumstances, PRC taxes withheld from dividend payments (at a rate not exceeding any rate applicable under the Treaty) generally will be creditable against your U.S. federal income tax liability. The rules governing foreign tax credits are complex and you should consult your tax adviser regarding the creditability of foreign taxes in your particular circumstances. In lieu of claiming a credit, you may elect to deduct such PRC taxes in computing your taxable income, subject to applicable limitations. An election to deduct foreign taxes instead of claiming foreign tax credits applies to all foreign taxes paid or accrued in the relevant taxable year.

Sale or Other Taxable Disposition of ADSs or ordinary shares

The following discussion is subject to the discussion under “—Passive Foreign Investment Company Rules” below.

You will generally recognize capital gain or loss on a sale or other taxable disposition of ADSs or ordinary shares in an amount equal to the difference between the amount realized on the sale or disposition and your tax basis in the ADSs or ordinary shares disposed of, in each case as determined in U.S. dollars. The gain or loss will be long-term capital gain or loss if, at the time of the sale or disposition, you have owned the ADSs or ordinary shares for more than one year. If you are a non-corporate U.S. Holder, any long-term capital gains recognized by you will generally be subject to tax rates that are lower than those applicable to ordinary income. The deductibility of capital losses is subject to limitations.

As described in “—People’s Republic of China Taxation,” gains on the sale of ADSs or ordinary shares may be subject to PRC taxes. You are entitled to use foreign tax credits to offset only the portion of your U.S. federal income tax liability that is attributable to foreign-source income. Because under the Code capital gains of U.S. persons are generally treated as U.S.-source income, this limitation may preclude you from claiming a credit for all or a portion of any PRC taxes imposed on any such gains. However, if you are eligible for the benefits of the Treaty you may be able to elect to treat gains taxable under PRC law as PRC-source and credit the PRC taxes on those gains against your U.S. federal income tax liability, subject to applicable limitations. Proposed Treasury regulations, if finalized in their current form, could impose additional restrictions on the creditability of any PRC taxes on dispositions. You should consult your tax adviser regarding your eligibility for the benefits of the Treaty and the creditability or deductibility of any PRC tax on disposition gains in your particular circumstances.

Passive Foreign Investment Company Rules

In general, a non-U.S. corporation is a PFIC for U.S. federal income tax purposes for any taxable year in which (i) 50% or more of the average value of its assets (generally determined on a quarterly basis) consists of assets that produce, or are held for the production of, passive income, or (ii) 75% or more of its gross income consists of passive income. For purposes of the above calculations, a non-U.S. corporation that owns, directly or indirectly, at least 25% by value of the shares of another corporation is treated as if it held its proportionate share of the assets of the other corporation and received directly its proportionate share of the income of the other corporation. Passive income generally includes dividends, interest, investment gains and certain rents and royalties (other than rents and royalties that are derived in the conduct of an active business and meet certain requirements). Cash is generally a passive asset for these purposes. Goodwill is treated as an active asset to the extent associated with business activities that produce active income.

Based on the current composition of our income and assets and the estimated value of our assets, including goodwill, which is based on the expected price of the ADSs in this offering, we do not expect to be a PFIC for our current taxable year. However, the application of the PFIC rules to a company like us is subject to certain uncertainties. Our PFIC status for any taxable year is an annual determination that can be made only after the end of that year and will depend on the composition of our income and assets and the value of our assets from time to time. The value of our goodwill may be determined, in large part, by reference to the market price of the ADSs, which could be volatile. Therefore, because we currently hold, and will continue to hold a substantial amount of cash after this offering, our risk of being or becoming a PFIC will increase if our market capitalization declines. Moreover, it is not entirely clear how the contractual arrangements among us and our VIEs will be treated for purposes of the PFIC rules, and we may be or become a PFIC if our VIEs are not treated as owned by us for these purposes. Accordingly, there can be no assurance that we will not be a PFIC for our current or any future taxable year.

If we are a PFIC for any taxable year and any entity in which we own or are deemed to own equity interests (including our subsidiaries and VIEs) is also a PFIC (a “Lower-tier PFIC”), you will be deemed to own a

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proportionate amount (by value) of the shares of each Lower-tier PFIC and will be subject to U.S. federal income tax according to the rules described in the next paragraph on (i) certain distributions by the Lower-tier PFIC and (ii) dispositions of shares of the Lower-tier PFIC, in each case as if you held such shares directly, even though you will not receive any proceeds of those distributions or dispositions.

In general, if we are a PFIC for any taxable year during which you own our ADSs or ordinary shares, gain recognized by you on a sale or other disposition (including certain pledges) of your ADSs or ordinary shares will be allocated ratably over your holding period. The amounts allocated to the taxable year of the sale or disposition and to any year before we became a PFIC will be taxed as ordinary income. The amount allocated to each other taxable year will be subject to tax at the highest rate in effect for individuals or corporations, as appropriate, for that taxable year, and an interest charge will be imposed on the resulting tax liability for each such year. Furthermore, to the extent that distributions received by you in any taxable year on your ADSs or ordinary shares exceed 125% of the average of the annual distributions on the ADSs or ordinary shares received during the preceding three taxable years or your holding period, whichever is shorter, the excess distributions will be subject to taxation in the same manner. If we are a PFIC for any taxable year during which you own ADSs or ordinary shares, we will generally continue to be treated as a PFIC with respect to you for all succeeding years during which you own the ADSs or ordinary shares, even if we cease to meet the threshold requirements for PFIC status, unless you make a timely “deemed sale” election, in which case any gain on the deemed sale will be taxed under the PFIC rules described above.

Alternatively, if we are a PFIC and if the ADSs are “regularly traded” on a “qualified exchange” (as defined in applicable U.S. Treasury regulations), you may be able to make a mark-to-market election with respect to the ADSs that will result in tax treatment different from the general tax treatment for PFICs described in the preceding paragraph. The ADSs will be treated as regularly traded for any calendar year in which more than a *de minimis* quantity of the ADSs are traded on a qualified exchange on at least 15 days during each calendar quarter. The [Nasdaq], where the ADSs are expected to be listed, is a qualified exchange for this purpose. If you are a U.S. Holder of ADSs and make the mark-to-market election, you generally will recognize as ordinary income any excess of the fair market value of the ADSs at the end of each taxable year over their adjusted tax basis, and will recognize an ordinary loss in respect of any excess of the adjusted tax basis of the ADSs over their fair market value at the end of the taxable year to the extent of the net amount of income previously included as a result of the mark-to-market election. If you make the election, your tax basis in the ADSs will be adjusted to reflect the income or loss amounts recognized. Any gain recognized on the sale or other disposition of ADSs in a taxable year in which we are a PFIC will be treated as ordinary income and any loss will be treated as an ordinary loss (but only to the extent of the net amount of income previously included as a result of the mark-to-market election, with any excess treated as capital loss). If you make the mark-to-market election, distributions paid on ADSs will be treated as discussed under “—Taxation of Distributions” above (but subject to the discussion in the following paragraph). Once made, the election will remain in effect for all taxable years in which we are a PFIC, unless it is revoked with the Internal Revenue Service’s consent, or the ADSs cease to be regularly traded on a qualified exchange. There is no provision of law or official guidance that would give you the right to make a mark-to-market election with respect to any Lower-tier PFIC unless the shares of such Lower-tier PFIC are themselves “marketable.” As a result, if you make a mark-to-market election with respect to our ADSs, you could nevertheless be subject to the PFIC rules described in the preceding paragraph with respect to your indirect interest in any Lower-tier PFIC. You should consult your tax adviser regarding the availability and advisability of making a mark-to-market election in your particular circumstances if we are a PFIC for any taxable year.

If we are a PFIC for any taxable year in which we pay a dividend or the preceding taxable year, the favorable tax rate described above with respect to dividends paid to certain non-corporate U.S. Holders will not apply.

We do not intend to provide information necessary 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 we are a PFIC for any taxable year during which you own ADSs or ordinary shares, you will generally be required to file annual reports on Internal Revenue Service Form 8621. You should consult your tax adviser regarding our PFIC status for any taxable year and the potential application of the PFIC rules to your ownership of ADSs or ordinary shares.

Information Reporting and Backup Withholding

Payments of dividends and sales proceeds that are made within the United States or through certain U.S.-related financial intermediaries may be subject to information reporting and backup withholding, unless (i) you are a corporation or other “exempt recipient” and (ii) in the case of backup withholding, you provide a correct taxpayer identification number and certify that you are not subject to backup withholding. The amount of any backup withholding from a payment to you will be allowed as a credit against your U.S. federal income tax liability and may entitle it to a refund, provided that the required information is timely furnished to the Internal Revenue Service.

If you are an individual or one of certain specified entities, you may be required to report information relating to your ownership of ADSs or ordinary shares, or non-U.S. accounts through which your ADSs or ordinary shares are held. You should consult your tax adviser regarding your reporting obligations with respect to our ADSs and ordinary shares.

UNDERWRITING

We and the underwriters named below have entered into an underwriting agreement with respect to the ADSs being offered. Subject to certain conditions set out in the underwriting agreement, we have agreed to sell to the underwriters, and each underwriter has severally agreed to purchase, at the public offering price less the underwriting discounts and commissions set forth on the cover page of this prospectus, the number of ADSs listed next to its name in the following table. [Morgan Stanley & Co. LLC and J.P. Morgan Securities LLC] are acting as the representatives of the underwriters.

<u>Underwriters</u>	<u>Number of ADSs</u>
Morgan Stanley & Co. LLC	
J.P. Morgan Securities LLC	
Total	

The underwriters are offering the ADSs subject to their receipt and acceptance of the ADSs from us and subject to prior sale. 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 the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are obligated, severally and not jointly, to take and pay for all of the ADSs offered by this prospectus if any such ADSs are taken, other than the ADSs covered by the underwriters' option to purchase additional ADSs described below. The underwriting agreement also provides that if an underwriter defaults, the purchase commitments of non-defaulting underwriters may be increased or the offering may be terminated.

[The address of Morgan Stanley & Co. LLC is 1585 Broadway, New York, New York 10036, United States. The address of J.P. Morgan Securities LLC is 383 Madison Avenue, New York, New York 10179, United States.]

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to an aggregate of _____ additional ADSs from us at the public offering price listed on the cover page of this prospectus, less underwriting discounts and commissions. To the extent the option is exercised, each underwriter will become severally obligated, subject to certain conditions, to purchase additional ADSs approximately proportionate to each underwriter's initial amount reflected in the table above and will offer the additional ADSs on the same term as those on which the ADSs are being offered.

The underwriters initially propose to offer part of the ADSs directly to the public at the public offering price on the cover page of this prospectus and part of the ADSs to certain dealers at a price that represents a concession not in excess of US\$ _____ per ADS from the initial public offering price. After the initial public offering, the offering price and other selling terms may from time to time be varied by the underwriters.

The underwriting fee is equal to the public offering price per ADS less the amount paid by the underwriters to us per ADS. The underwriting fee is \$ _____ per ADS. 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.

	<u>Per ADS</u>	<u>Total</u>	
		<u>Without Option to Purchase Additional ADSs</u>	<u>With Option to Purchase Additional ADSs</u>
Initial public offering price	\$	\$	\$
Underwriting discounts and commissions paid by			
us from ADSs offered to the public	\$	\$	\$
Proceeds, before expenses,			
to us from ADSs offered to the public	\$	\$	\$

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We estimate that the total expenses of this offering, excluding the underwriting discounts and commissions, will be approximately US\$ million. We have agreed to reimburse the underwriters for certain expenses relating to clearance of this offering up to US\$.

[We have agreed that, without the prior written consent of the representatives on behalf of the underwriters and subject to certain exceptions and other than the ordinary shares and ADSs to be sold in this offering, we will not during the period ending 180 days after the date of this prospectus, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, or submit to, or file with, the SEC a registration statement under the Securities Act relating to, any ordinary shares or ADSs or any securities convertible into or exercisable or exchangeable for such ordinary shares or ADSs, or publicly disclose the intention to make any offer, sale, pledge, loan, disposition or filing, or (ii) enter into any swap or other arrangement that transfers all or a portion of the economic consequences associated with the ownership of any ordinary shares or ADSs or any such other securities (regardless of whether any of these transactions are to be settled by the delivery of ordinary shares or ADSs or such other securities, in cash or otherwise).]

[Our directors, officers, existing shareholders and certain holders of our outstanding share incentive awards (such persons, the “Lock-up Parties”) have agreed that, without the prior written consent of the representatives on behalf of the underwriters and subject to certain exceptions, they will not, and will not cause any direct or indirect affiliate to, during the period ending 180 days after the date of this prospectus, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any ordinary shares or ADSs or any securities convertible into or exercisable or exchangeable for such ordinary shares or ADSs (including, without limitation, ordinary shares or such other securities which may be deemed to be beneficially owned by such Lock-up Parties in accordance with the rules and regulations of the SEC and securities which may be issued upon exercise of a stock option or warrant (collectively with the ordinary shares, the “Lock-up Securities”)), (ii) enter into any hedging, swap or other agreement or transaction that transfers, in whole or in part, any of the economic consequences of ownership of the Lock-up Securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Lock-up Securities, in cash or otherwise, (iii) make any demand for or exercise any right with respect to the registration of any Lock-up Securities, or (iv) publicly disclose the intention to do any of the foregoing. The Lock-up Parties have acknowledged and agreed that the foregoing precludes them from engaging in any hedging or other transactions or arrangements (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) designed or intended, or which could reasonably be expected to lead to or result in, a sale or disposition or transfer (whether by them or any other person) of any economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-up Securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Lock-up Securities, in cash or otherwise.]

The representatives, in their sole discretion, may release the ordinary shares, ADSs and other securities subject to the lock-up agreements described above in whole or in part at any time.

Record holders of our securities are typically the parties to the lock-up agreements with the underwriters, while holders of beneficial interests in our shares who are not also record holders in respect of such shares are not typically subject to any such agreements or other similar restrictions. Accordingly, we believe that certain holders of beneficial interests who are not record holders and are not bound by market standoff or lock-up agreements could enter into transactions with respect to those beneficial interests that negatively impact our stock price. In addition, a shareholder who is neither subject to a market standoff agreement with us nor a lock-up agreement with the underwriters may be able to sell, short sell, transfer, hedge, pledge, lend or otherwise dispose of or attempt to sell, short sell, transfer, hedge, pledge, lend or otherwise dispose of, their equity interests at any time after the closing of this offering.]

We have applied to list our ADSs on the [NASDAQ] under the symbol “ .”

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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 the representatives and us and will not necessarily reflect the market price of the ADSs following this offering. Among the factors 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, future prospects of our industry in general, our sales, earnings and certain other financial and operating information in recent periods, an assessment of our management and the consideration of the above factors in relation to market valuation of companies in related businesses. We cannot assure you that the initial public offering price will correspond to the price at which the ADSs will trade in the public market subsequent to this offering or that an active trading market for the ADSs will develop and continue after this offering.

In connection with the 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 the 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 create 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 the 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 the offering.

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 if these activities are commenced, they are required to be conducted in accordance with applicable laws and regulations, and they may be discontinued at any time. These transactions may be effected on the [NASDAQ], the over-the-counter market or otherwise.

A prospectus in electronic format may 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 participating in this offering may distribute prospectuses electronically. The underwriters may agree to allocate a number of ADSs for sale to their online brokerage account holders. Internet distributions 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.

[At our request, the underwriters have reserved up to % of the ADSs being offered by this prospectus (assuming exercise in full by the underwriters of their option to purchase additional ADSs) for sale at the initial public offering price to certain of our directors, executive officers, employees, business associates and members of their families. The directed ADS program will be administered by . We do not know if these

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individuals will choose to purchase all or any portion of these reserved ADSs, but any purchases they do make will reduce the number of ADSs available for sale to the general public. Any reserved ADSs not so purchased will be offered by the underwriters to the general public on the same terms as the other ADSs.]

[The underwriters have informed us that they do not intend sales to discretionary accounts to exceed 5% of the total number of ADSs offered by them.]

We have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage, lending and other financial and non-financial activities and services. Certain of the underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to us and to persons and entities with relationships with us, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and their respective affiliates, directors, officers and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of us (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with us. The underwriters and their respective affiliates may also 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.

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. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission (“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 (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 (the “Exempt Investors”) who are “sophisticated investors” (within the meaning of section 708(8) of the Corporations Act), “professional investors” (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

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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.

Bermuda

The ADSs may be offered or sold in Bermuda only in compliance with the provisions of the Investment Business Act of 2003 of Bermuda which regulates the sale of securities in Bermuda. Additionally, non-Bermudian persons (including companies) may not carry on or engage in any trade or business in Bermuda unless such persons are permitted to do so under applicable Bermuda legislation.

British Virgin Islands

The ADSs are not being, and may not be offered to the public or to any person in the British Virgin Islands for purchase or subscription by us or on our behalf. The ADSs may be offered to companies incorporated under the BVI Business Companies Act, 2004 (British Virgin Islands) (each a BVI Company), but only where the offer will be made to, and received by, the relevant BVI Company entirely outside of the British Virgin Islands.

This prospectus has not been, and will not be, registered with the Financial Services Commission of the British Virgin Islands. No registered prospectus has been or will be prepared in respect of the ADSs for the purposes of the Securities and Investment Business Act, 2010, or SIBA or the Public Issuers Code of the British Virgin Islands.

The ADSs may be offered to persons located in the British Virgin Islands who are “qualified investors” for the purposes of SIBA. Qualified investors include (i) certain entities which are regulated by the Financial Services Commission in the British Virgin Islands, including banks, insurance companies, licensees under SIBA and public, professional and private mutual funds; (ii) a company, any securities of which are listed on a recognized exchange; and (iii) persons defined as “professional investors” under SIBA, which is any person (a) whose ordinary business involves, whether for that person’s own account or the account of others, the acquisition or disposal of property of the same kind as the property, or a substantial part of our property; or (b) who has signed a declaration that he, whether individually or jointly with his spouse, has a net worth in excess of US\$1,000,000 and that he consents to being treated as a professional investor.

Canada

The ADSs may be sold only to purchasers resident or located in the Provinces of Ontario, Québec, Alberta and British Columbia, 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

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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 does not constitute an invitation or offer to the public in the Cayman Islands of the ADSs or ordinary shares, whether by way of sale or subscription. The underwriters have not offered or sold, and will not offer or sell, directly or indirectly, any ADSs or ordinary shares in the Cayman Islands.

Dubai International Financial Center

This document relates to an exempt offer in accordance with the Markets Rules 2012 of the Dubai Financial Services Authority ("DFSA"). This document is intended for distribution only to persons of a type specified in the Markets Rules 2012 of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with exempt offers. The DFSA has not approved this document nor taken steps to verify the information set forth herein and has no responsibility for this document. 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 advisor.

In relation to its use in the DIFC, this document is strictly private and confidential and is being distributed to a limited number of investors and must not be provided to any person other than the original recipient, and may not be reproduced or used for any other purpose. The interests in the ADSs may not be offered or sold directly or indirectly to the public in the DIFC.

European Economic Area

In relation to each Member State of the European Economic Area (each, a "Relevant Member State"), an offer to the public of any ADSs may not be made in that Relevant Member State prior to the publication of a prospectus in relation to the ADSs which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Regulation, except that an offer to the public in that Relevant Member State of any ADSs may be made at any time under the following exemptions under the Prospectus Regulation:

- (a) to any legal entity which is a "qualified investor" as defined under Article 2 of the Prospectus Regulation;
- (b) to fewer than 150 natural or legal persons (other than "qualified investors" as defined under Article 2 of the Prospectus Regulation), subject to obtaining the prior consent of the underwriters for any such offer; or
- (c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of ADSs shall result in a requirement for the issuer or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or a supplemental prospectus pursuant to Article 23 of the Prospectus Regulation and each person who initially acquires any ADSs or to whom any offer is made will be deemed to have represented, acknowledged and agreed to and with each of the Underwriters and the Issuer that it is a qualified investor within the meaning of Article 2(e) of the Prospectus Regulation.

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In the case of any ADSs being offered to a financial intermediary as that term is used in Article 1(4) of the Prospectus Regulation, each financial intermediary will also be deemed to have represented, acknowledged and agreed that the ADSs acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any ADSs to the public, other than their offer or resale in a Relevant Member State to qualified investors as so defined or in circumstances in which the prior consent of the underwriters has been obtained to each such proposed offer or resale.

The issuer, the underwriters and their affiliates will rely upon the truth and accuracy of the foregoing representations, warranties and agreements. Notwithstanding the above, a person who is not a “qualified investor” and who has notified the underwriters of such fact in writing may, with the prior consent of the underwriters, be permitted to acquire ADSs in the offer.

For the purposes of this provision, the expression an “offer to the public” in relation to any ADSs in any Relevant Member 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.

France

Neither this prospectus nor any other offering material relating to the ADSs described in this prospectus has been submitted to the clearance procedures of the Autorité des Marchés Financiers or of the competent authority of another member state of the European Economic Area and notified to the Autorité des Marchés Financiers. The ADSs have not been offered or sold and will not be offered or sold, directly or indirectly, to the public in France. Neither this prospectus nor any other offering material relating to the ADSs has been or will be:

- to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- to fewer than 100 or, if the relevant member state has implemented the relevant provision of the 2010 PD Amending Directive, 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by us for any such offer;
- in any other circumstances falling within Article 3(2) of the Prospectus Directive;
- released, issued, distributed or caused to be released, issued or distributed to the public in France; or
- used in connection with any offer for subscription or sale of the ADSs to the public in France.

Such offers, sales and distributions will be made in France only:

- to qualified investors (*investisseurs qualifiés*) and/or to a restricted circle of investors (*cercle restreint d'investisseurs*), in each case investing for their own account, all as defined in, and in accordance with articles L.411-2, D.411-1, D.411-2, D.734-1, D.744-1, D.754-1 and D.764-1 of the French Code monétaire et financier;
- to investment services providers authorized to engage in portfolio management on behalf of third parties; or
- in a transaction that, in accordance with article L.411-2-II-1° -or-2° -or 3° of the French Code monétaire et financier and article 211-2 of the General Regulations (*Règlement Général*) of the Autorité des Marchés Financiers, does not constitute a public offer (*appel public à l'épargne*).

The ADSs may be resold directly or indirectly, only in compliance with articles L.411-1, L.411-2, L.412-1 and L.621-8 through L.621-8-3 of the French Code monétaire et financier.

Germany

This prospectus does not constitute a Prospectus Directive-compliant prospectus in accordance with the German Securities Prospectus Act (*Wertpapierprospektgesetz*) and does therefore not allow any public offering in the Federal Republic of Germany (“Germany”) or any other Relevant Member State pursuant to § 17 and § 18 of the German Securities Prospectus Act. No action has been or will be taken in Germany that would permit a public offering of the ADSs, or distribution of a prospectus or any other offering material relating to the ADSs. In particular, no securities prospectus (*Wertpapierprospekt*) within the meaning of the German Securities Prospectus Act or any other applicable laws of Germany, has been or will be published within Germany, nor has this prospectus been filed with or approved by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) for publication within Germany.

Each underwriter will represent, agree and undertake, (i) that it has not offered, sold or delivered and will not offer, sell or deliver the ADSs within Germany other than in accordance with the German Securities Prospectus Act (*Wertpapierprospektgesetz*) and any other applicable laws in Germany governing the issue, sale and offering of ADSs, and (ii) that it will distribute in Germany any offering material relating to the ADSs only under circumstances that will result in compliance with the applicable rules and regulations of Germany.

This prospectus is strictly for use of the person who has received it. It may not be forwarded to other persons or published in Germany.

Hong Kong

The ADSs may not be offered or sold in Hong Kong by means of any document other than (i) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made under that Ordinance, or (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32, Laws of Hong Kong) or which do not constitute an offer to the public within the meaning of that Ordinance. 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, 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 of Hong Kong (except if permitted to do so under the securities 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” as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

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

This prospectus does not constitute a prospectus under the Israeli Securities Law, 5728-1968, and has not been filed with or approved by the Israel Securities Authority. In Israel, this prospectus is being distributed only to, and is directed only at, investors listed in the first addendum, or the Addendum, to the Israeli Securities Law, consisting primarily of joint investment in trust funds, provident funds, insurance companies, banks, portfolio managers, investment advisors, members of the Tel Aviv Stock Exchange, underwriters purchasing for their own account, venture capital funds, entities with equity in excess of NIS 50 million and qualified individuals, each as defined in the Addendum (as it may be amended from time to time), collectively referred to as qualified investors. Qualified investors may be required to submit written confirmation that they meet the criteria for one of the categories of investors set forth in the prospectus.

Italy

The offering of ADSs has not been registered with the Commissione Nazionale per le Società e la Borsa (“CONSOB”) pursuant to Italian securities legislation and, accordingly, no ADSs may be offered, sold or delivered, nor copies of this prospectus or any other documents relating to the ADSs may not be distributed in Italy except:

- to “qualified investors,” as referred to in Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the “Decree No. 58”) and defined in Article 26, paragraph 1, letter d) of CONSOB Regulation No. 16190 of 29 October 2007, as amended (“Regulation No. 16190”) pursuant to Article 34-ter, paragraph 1, letter. b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended (“Regulation No. 11971”); or
- in any other circumstances where an express exemption from compliance with the offer restrictions applies, as provided under Decree No. 58 or Regulation No. 11971.

Any offer, sale or delivery of the ADSs or distribution of copies of this prospectus or any other documents relating to the ADSs in the Republic of Italy must be:

- made by investment firms, banks or financial intermediaries permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 385 of 1 September 1993, as amended (the “Banking Law”), Decree No. 58 and Regulation No. 16190 and any other applicable laws and regulations;
- in compliance with Article 129 of the Banking Law, and the implementing guidelines of the Bank of Italy, as amended; and
- in compliance with any other applicable notification requirement or limitation which may be imposed, from time to time, by CONSOB or the Bank of Italy or other competent authority.

Please note that, in accordance with Article 100-bis of Decree No. 58, where no exemption from the rules on public offerings applies, the subsequent distribution of the ADSs on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under Decree No. 58 and Regulation No. 11971.

Furthermore, ADSs which are initially offered and placed in Italy or abroad to qualified investors only but in the following year are regularly (“sistematicamente”) distributed on the secondary market in Italy to non-qualified investors become subject to the public offer and the prospectus requirement rules provided under Decree No. 58 and Regulation No. 11971. Failure to comply with such rules may result in the sale of the ADSs being declared null and void and in the liability of the intermediary transferring the ADSs for any damages suffered by such non-qualified investors.

Japan

The ADSs have not been and will not be registered pursuant to Article 4, Paragraph 1 of the Financial Instruments and Exchange Act. Accordingly, none of the ADSs nor any interest therein may be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to or for the benefit of any Japanese Person, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan in effect at the relevant time. For the purposes of this paragraph, “Japanese Person” shall mean any person resident in Japan, including any corporation or other entity organized under the laws of Japan.

Korea

The ADSs have not been and will not be registered under the Financial Investments Services and Capital Markets Act of Korea and the decrees and regulations thereunder (the “FSCMA”), and the ADSs have been and

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will be offered in Korea as a private placement under the FSCMA. None of the ADSs may be offered, sold or delivered directly or indirectly, or offered or sold to any person for re-offering 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 FSCMA and the Foreign Exchange Transaction Law of Korea and the decrees and regulations thereunder (the “FETL”). The ADSs have not been listed on any of securities exchanges in the world including, without limitation, the Korea Exchange 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 requirements under the FETL) in connection with the purchase of the ADSs. By the purchase of the ADSs, the relevant holder thereof will be deemed to represent and warrant that if it is in Korea or is a resident of Korea, it purchased the ADSs pursuant to the applicable laws and regulations of Korea.

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

No prospectus or other offering material or document in connection with the offer and sale of the securities has been or will be registered with the Securities Commission of Malaysia, or Commission, for the Commission’s approval pursuant to the Capital Markets and Services Act 2007. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the securities may not be circulated or distributed, nor may the securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Malaysia other than (i) a closed end fund approved by the Commission; (ii) a holder of a Capital Markets Services License; (iii) a person who acquires the securities as principal, if the offer is on terms that the securities may only be acquired at a consideration of not less than RM250,000 (or its equivalent in foreign currencies) for each transaction; (iv) an individual whose total net personal assets or total net joint assets with his or her spouse exceeds RM3 million (or its equivalent in foreign currencies), excluding the value of the primary residence of the individual; (v) an individual who has a gross annual income exceeding RM300,000 (or its equivalent in foreign currencies) per annum in the preceding twelve months; (vi) an individual who, jointly with his or her spouse, has a gross annual income of RM400,000 (or its equivalent in foreign currencies), per annum in the preceding twelve months; (vii) a corporation with total net assets exceeding RM10 million (or its equivalent in a foreign currencies) based on the last audited accounts; (viii) a partnership with total net assets exceeding RM10 million (or its equivalent in foreign currencies); (ix) a bank licensee or insurance licensee as defined in the Labuan Financial Services and Securities Act 2010; (x) an Islamic bank licensee or takaful licensee as defined in the Labuan Financial Services and Securities Act 2010; and (xi) any other person as may be specified by the Commission; provided that, in the each of the preceding categories (i) to (xi), the distribution of the securities is made by a holder of a Capital Markets Services License who carries on the business of dealing in securities. The distribution in Malaysia of this prospectus is subject to Malaysian laws. This prospectus does not constitute and may not be used for the purpose of public offering or an issue, offer for subscription or purchase, invitation to subscribe for or purchase any securities requiring the registration of a prospectus with the Commission under the Capital Markets and Services Act 2007.

PRC

This prospectus has not been and will not be circulated or distributed in the PRC, and the ADSs may not be offered or sold, and will not be offered or sold, directly or indirectly, to any resident of the PRC or to persons for

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re-offering or resale, directly or indirectly, to any resident of the PRC except pursuant to applicable laws and regulations of the PRC. Neither this prospectus nor any advertisement or other offering material may be distributed or published in the PRC, except under circumstances that will result in compliance with applicable laws and regulations. For the purpose of this paragraph, the PRC does not include Taiwan and the Special Administrative Regions of Hong Kong and Macao.

Qatar

The ADSs described in this prospectus have not been, and will not be, offered, sold or delivered, at any time, directly or indirectly in the State of Qatar in a manner that would constitute a public offering. This prospectus has not been, and will not be, registered with or approved by the Qatar Financial Markets Authority or Qatar Central Bank and may not be publicly distributed. 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. 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 of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations as issued by the board of the Saudi Arabian Capital Market Authority ("CMA") pursuant to resolution number 2-11-2004 dated October 4, 2004 as amended by resolution number 1-28-2008, as amended (the "CMA Regulations"). The CMA 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 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

- to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the "SFA")) pursuant to Section 274 of the SFA;
- to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA; or
- 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
- 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 or securities-based

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derivatives contracts (each term as defined in Section 2(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 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

South Africa

Due to restrictions under the securities laws of South Africa, the ADSs are not offered, and the offer shall not be transferred, sold, renounced or delivered, in South Africa or to a person with an address in South Africa, unless one or other of the following exemptions stipulated in section 96 (1) applies:

(a) the offer, transfer, sale, renunciation or delivery is to:

(i) persons whose ordinary business, or part of whose ordinary business, is to deal in securities, as principal or agent;

the South African Public Investment Corporation;

persons or entities regulated by the Reserve Bank of South Africa;

authorized financial service providers under South African law;

financial institutions recognized as such under South African law;

a wholly-owned subsidiary of any person or entity contemplated in (c), (d) or (e), acting as agent in the capacity of an authorized portfolio manager for a pension fund, or as manager for a collective investment scheme (in each case duly registered as such under South African law); or

any combination of the person in (i) to (vi); or

(b) the total contemplated acquisition cost of the securities, for any single addressee acting as principal is equal to or greater than ZAR1,000,000 or such higher amount as may be promulgated by notice in the Government Gazette of South Africa pursuant to section 96(2)(a) of the South African Companies Act, No. 71 of 2008 (as amended or re-enacted) (the "South African Companies Act").

No "offer to the public" (as such term is defined in the South African Companies Act) in South Africa is being made in connection with the issue of the ADSs. Accordingly, this document does not, nor is it intended to, constitute a "registered prospectus" (as that term is defined in the South African Companies Act) prepared and registered under the South African Companies Act and has not been approved by, and/or filed with, the South African Companies and Intellectual Property Commission or any other regulatory authority in South Africa. Any issue or offering of the ADSs in South Africa constitutes an offer of the ADSs in South Africa for subscription or sale in South Africa only to persons who fall within the exemption from "offers to the public" set out in section 96(1)(a) of the South African Companies Act. Accordingly, this document must not be acted on or relied on by persons in South Africa who do not fall within section 96(1)(a) of the South African Companies Act (such persons being referred to as "SA Relevant Persons"). Any investment or investment activity to which this document relates is available in South Africa only to SA Relevant Persons and will be engaged in South Africa only with SA relevant persons.

Switzerland

The ADSs may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange (“SIX”) or on any other stock exchange or regulated trading facility in Switzerland. This document does not constitute a prospectus within the meaning of, and has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the ADSs or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, the Company, the ADSs have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of ADSs will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA (FINMA), and the offer of ADSs has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes (“CISA”). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of ADSs.

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 issued, 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, sell, give advice regarding or otherwise intermediate the offering and sale of the ADSs in Taiwan.

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: (i) in compliance with all applicable laws and regulations of the United Arab Emirates; and (ii) 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 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. This prospectus has not been approved by or filed with the Central Bank of the United Arab Emirates, the Securities and Commodities Authority or the Dubai Financial Services Authority.

United Kingdom

An offer to the public of any ADSs may not be made 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, except that an offer to the public in the United Kingdom of any ADSs may be made at any time under the following exemptions under the UK Prospectus Regulation:

- (a) to any legal entity which is a “qualified investor” as defined under Article 2 of the UK Prospectus Regulation;
- (b) to fewer than 150 natural or legal persons (other than “qualified investors” as defined under Article 2 of the UK Prospectus Regulation), subject to obtaining the prior consent of the underwriters for any such offer; or
- (c) in any other circumstances falling within section 86 of the Financial Services and Markets Act 2000 (as amended, “FSMA”),

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provided that no such offer of ADSs shall result in a requirement for the issuer or any underwriter to publish a prospectus pursuant to section 85 of the FSMA or a supplemental prospectus pursuant to Article 23 of the UK Prospectus Regulation and each person who initially acquires any ADSs or to whom any offer is made will be deemed to have represented, acknowledged and agreed to and with each of the underwriters and the issuer that it is a qualified investor within the meaning of Article 2 of the UK Prospectus Regulation.

In the case of any ADSs being offered to a financial intermediary as that term is used in Article 1(4) of the UK Prospectus Regulation, each financial intermediary will also be deemed to have represented, acknowledged and agreed that the ADSs acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any ADSs to the public, other than their offer or resale in the United Kingdom to qualified investors as so defined or in circumstances in which the prior consent of the underwriters has been obtained to each such proposed offer or resale.

The issuer, the underwriters and their affiliates will rely upon the truth and accuracy of the foregoing representations, warranties and agreements. Notwithstanding the above, a person who is not a “qualified investor” and who has notified the underwriters of such fact in writing may, with the prior consent of the underwriters, be permitted to acquire ADSs in the offer.

For the purposes of this provision, the expression an “offer to the public” in relation to any ADSs in the United Kingdom 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 “UK Prospectus Regulation” means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.

In addition, in the United Kingdom, this document is being distributed only to, and is directed only at, and any offer subsequently made may only be directed at persons who are “qualified investors” (as defined in the Prospectus Regulation) (i) who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the “Order”) and/or (ii) who are high net worth companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as “relevant persons”) or otherwise in circumstances which have not resulted and will not result in an offer to the public of the ADSs in the United Kingdom within the meaning of the Financial Services and Markets Act 2000.

Any person in the United Kingdom that is not a relevant person should not act or rely on the information included in this document or use it as basis for taking any action. In the United Kingdom, any investment or investment activity that this document relates to may be made or taken exclusively by relevant persons.

EXPENSES RELATING 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, or FINRA, filing fee and the [NASDAQ] listing fee, all amounts are estimates. The Company will pay all of the expenses of this offering.

<u>Expenses</u>	<u>Amount</u>
SEC registration fee	US\$
[Nasdaq] listing fee	US\$
FINRA filing fee	US\$
Printing and engraving expenses	US\$
Legal fees and expenses	US\$
Accounting fees and expenses	US\$
Miscellaneous costs	US\$
Total	US\$

LEGAL MATTERS

We are being represented by Davis Polk & Wardwell LLP with respect to certain legal matters of U.S. federal securities and New York state law. Certain legal matters with respect to U.S. federal securities and New York State law in connection with this offering will be passed upon for the underwriters by Simpson Thacher & Bartlett LLP. The validity of the ordinary shares represented by the ADSs offered in this offering and other certain legal matters as to Cayman Islands law will be passed upon for us by Walkers (Hong Kong). Legal matters as to PRC law will be passed upon for us by Global Law Office and for the underwriters by Jingtian & Gongcheng. Davis Polk & Wardwell LLP may rely upon Walkers (Hong Kong) with respect to matters governed by Cayman Islands law and Global Law Office with respect to matters governed by PRC law. Simpson Thacher & Bartlett LLP may rely upon Jingtian & Gongcheng with respect to matters governed by PRC law.

EXPERTS

The financial statements as of December 31, 2020 and December 31, 2019 and for each of the two years in the period ended December 31, 2020 included in this Prospectus have been so included in reliance on the report of PricewaterhouseCoopers Zhong Tian LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The registered business address of PricewaterhouseCoopers Zhong Tian LLP is 6/F DBS Bank Tower, 1318, Lu Jia Zui Ring Road, Pudong New Area, Shanghai, the People's Republic of China.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the U.S. Securities and Exchange Commission a registration statement (including amendments and exhibits to the registration statement) on Form F-1 under the Securities Act. This prospectus, which is part of the registration statement, does not contain all of the information set forth in the registration statement and the exhibits and schedules to the registration statement. For further information, we refer you to the registration statement and the exhibits and schedules filed as part of the registration statement. If a document has been filed as an exhibit to the registration statement, we refer you to the copy of the document that has been filed. Each statement in this prospectus relating to a document filed as an exhibit is qualified in all respects by the filed exhibit.

Upon completion of this offering, we will become subject to the informational requirements of the Exchange Act. Accordingly, we will be required to file reports and other information with the SEC, including annual reports on Form 20-F and reports on Form 6-K. The SEC maintains an Internet site at www.sec.gov that contains reports, proxy and information statements and other information we have filed electronically with the SEC.

As a foreign private issuer, we are exempt under the Exchange Act from, among other things, the rules prescribing the furnishing and content of proxy statements, and our executive officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we will not be required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.

YXT.COM GROUP HOLDING LIMITED
(Formerly known as Unicentury Group Holding Limited)

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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of YXT.COM Group Holding Limited

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of YXT.COM Group Holding Limited (formerly known as Unicity Group Holding Limited) and its subsidiaries (the “Company”) as of December 31, 2020 and 2019, and the related consolidated statements of comprehensive loss, of changes in shareholders’ deficit and of cash flows for the years then ended, including the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

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

/s/PricewaterhouseCoopers Zhong Tian LLP
Shanghai, the People’s Republic of China
July 16, 2021

We have served as the Company’s auditor since 2020.

YXT.COM GROUP HOLDING LIMITED
(Formerly known as Unicentury Group Holding Limited)

CONSOLIDATED BALANCE SHEETS
AS OF DECEMBER 31, 2019 AND 2020

(All amounts in thousands, except for share and per share data, unless otherwise noted)

	As of December 31,		
	2019	2020	
	RMB	RMB	US\$ (Note 2.6)
ASSETS			
Current assets:			
Cash and cash equivalents	47,704	195,198	29,915
Short-term investments	—	331,522	50,809
Accounts receivable, net	13,074	24,288	3,722
Prepaid expenses and other current assets	11,340	32,403	4,966
Total current assets	72,118	583,411	89,412
Non-current assets:			
Property, equipment and software, net	4,490	10,565	1,619
Intangible assets, net	1,392	84,843	13,003
Goodwill	—	164,113	25,151
Operating lease right-of-use assets, net	11,996	26,217	4,018
Deferred tax assets	—	14,536	2,228
Other non-current assets	1,119	4,429	679
Total non-current assets	18,997	304,703	46,698
Total assets	91,115	888,114	136,110

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

YXT.COM GROUP HOLDING LIMITED
(Formerly known as Unicity Group Holding Limited)

CONSOLIDATED BALANCE SHEETS (CONTINUED)
AS OF DECEMBER 31, 2019 AND 2020

(All amounts in thousands, except for share and per share data, unless otherwise noted)

	As of December 31,		
	2019	2020	
	RMB	RMB	US\$ (Note 2.6)
LIABILITIES, MEZZANINE AND SHAREHOLDERS' DEFICIT			
Current liabilities (including amounts of the consolidated VIE and VIE's subsidiaries without recourse to the primary beneficiary of RMB96,863 and RMB233,922 as of December 31, 2019 and 2020, respectively)			
Accounts payable	8,400	7,727	1,184
Short-term borrowings	9,000	41,000	6,284
Deferred revenue, current	71,794	140,901	21,594
Acquisition consideration payable	—	24,375	3,736
Other payable and accrued liabilities	25,275	58,823	9,017
Derivative liabilities	77,271	130,631	20,020
Operating lease liabilities, current	5,555	13,039	1,998
Total current liabilities	197,295	416,496	63,833
Non-current liabilities (including amounts of the consolidated VIE and VIE's subsidiaries without recourse to the primary beneficiary of RMB11,658 and RMB30,108 as of December 31, 2019 and 2020, respectively)			
Operating lease liabilities, non-current	6,149	13,231	2,028
Deferred revenue, non-current	10,478	20,139	3,086
Deferred tax liabilities	—	21,110	3,235
Total non-current liabilities	16,627	54,480	8,349
Total liabilities	213,922	470,976	72,182
Commitments and contingencies (Note 18)			

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

YXT.COM GROUP HOLDING LIMITED
(Formerly known as Unicentury Group Holding Limited)

CONSOLIDATED BALANCE SHEETS (CONTINUED)
AS OF DECEMBER 31, 2019 AND 2020

(All amounts in thousands, except for share and per share data, unless otherwise noted)

	As of December 31,		
	2019	2020	
	RMB	RMB	US\$ (Note 2.6)
Mezzanine equity			
Series A convertible redeemable preferred shares (US\$0.0001 par value, 9,787,847 and 15,040,570 shares authorized, issued and outstanding as of December 31, 2019 and 2020, respectively)	144,158	360,574	55,260
Series B convertible redeemable preferred shares (US\$0.0001 par value, 7,085,330 shares authorized, issued and outstanding as of December 31, 2019 and 2020)	106,215	190,251	29,157
Series C convertible redeemable preferred shares (US\$0.0001 par value, 15,201,956 and 23,786,590 shares authorized, issued and outstanding as of December 31, 2019 and 2020, respectively)	217,439	388,308	59,511
Series D convertible redeemable preferred shares (US\$0.0001 par value, nil and 33,212,619 shares authorized, issued and outstanding as of December 31, 2019 and 2020, respectively)	—	684,654	104,928
Total mezzanine equity	<u>467,812</u>	<u>1,623,787</u>	<u>248,856</u>

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

YXT.COM GROUP HOLDING LIMITED
(Formerly known as Unicentury Group Holding Limited)

CONSOLIDATED BALANCE SHEETS (CONTINUED)
AS OF DECEMBER 31, 2019 AND 2020

(All amounts in thousands, except for share and per share data, unless otherwise noted)

	As of December 31,		
	2019	2020	US\$
	RMB	RMB	(Note 2.6)
Shareholders' deficit			
Ordinary shares (US\$0.0001 par value 467,924,866 shares and 420,874,891 shares authorized as of December 31, 2019 and 2020, respectively; 56,179,775 shares and 49,236,137 shares issued and outstanding as of December 31, 2019 and 2020, respectively)	39	34	5
Additional paid-in capital	44,790	—	—
Statutory reserve	—	4,322	662
Accumulated other comprehensive income/(loss)	81	(15,573)	(2,387)
Accumulated deficit	(635,529)	(1,295,212)	(198,500)
Total YXT.COM Group Holding Limited shareholders' deficit	<u>(590,619)</u>	<u>(1,306,429)</u>	<u>(200,220)</u>
Non-controlling interests	—	99,780	15,292
Total shareholders' deficit	<u>(590,619)</u>	<u>(1,206,649)</u>	<u>(184,928)</u>
Total liabilities, mezzanine equity and shareholders' deficit	<u>91,115</u>	<u>888,114</u>	<u>136,110</u>

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

YXT.COM GROUP HOLDING LIMITED
(Formerly known as Unicentury Group Holding Limited)

CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2020
(All amounts in thousands, except for share and per share data, unless otherwise noted)

	Year Ended December 31,		
	2019	2020	
	RMB	RMB	US\$ (Note 2.6)
Revenues:			
Corporate learning solutions	120,844	232,256	35,595
Others	11,641	3,566	546
Total revenues	<u>132,485</u>	<u>235,822</u>	<u>36,141</u>
Cost of revenues	(58,819)	(88,029)	(13,491)
Sales and marketing expenses	(124,751)	(187,043)	(28,666)
Research and development expenses	(64,249)	(109,239)	(16,742)
General and administrative expenses	(41,455)	(67,650)	(10,368)
Other operating income	2,087	2,713	416
Loss from operations	<u>(154,702)</u>	<u>(213,426)</u>	<u>(32,710)</u>
Interest income/(expense), net	41	(261)	(40)
Investment income	34	1,521	233
Foreign exchange gain/(loss), net	107	(2,307)	(354)
Change in fair value of derivative liabilities (Note 15)	(29,674)	(55,883)	(8,564)
Loss before income tax expense	<u>(184,194)</u>	<u>(270,356)</u>	<u>(41,435)</u>
Income tax benefit	—	5,301	812
Net loss	<u>(184,194)</u>	<u>(265,055)</u>	<u>(40,623)</u>
Less: net loss attributable to non-controlling interests shareholders	1,957	6,705	1,028
Net loss attributable to YXT.COM Group Holding Limited	<u>(182,237)</u>	<u>(258,350)</u>	<u>(39,595)</u>

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

YXT.COM GROUP HOLDING LIMITED
(Formerly known as Unicentury Group Holding Limited)

CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS (CONTINUED)
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2020
(All amounts in thousands, except for share and per share data, unless otherwise noted)

	Year Ended December 31,		
	2019	2020	
	RMB	RMB	US\$ (Note 2.6)
Net loss attributable to YXT.COM Group Holding Limited	(182,237)	(258,350)	(39,595)
Accretion of convertible redeemable preferred shares	(74,840)	(302,811)	(46,408)
Deemed dividend to preferred shareholders due to modifications and re-designation (Note 15)	—	(147,961)	(22,676)
Net loss attributable to ordinary shareholders of YXT.COM Group Holding Limited	<u>(257,077)</u>	<u>(709,122)</u>	<u>(108,679)</u>
Net loss	(184,194)	(265,055)	(40,623)
Other comprehensive loss			
Foreign currency translation adjustment, net of nil tax	(675)	(15,654)	(2,399)
Total comprehensive loss	<u>(184,869)</u>	<u>(280,709)</u>	<u>(43,022)</u>
Less: total comprehensive loss attributable to non-controlling interests shareholders	1,957	6,705	1,028
Total comprehensive loss attributable to YXT.COM Group Holding Limited	<u>(182,912)</u>	<u>(274,004)</u>	<u>(41,994)</u>
Net loss attributable to ordinary shareholders of YXT.COM Group Holding Limited	(257,077)	(709,122)	(108,679)
Weighted average number of ordinary shares			
—Basic and diluted	56,179,775	52,575,154	52,575,154
Net loss per share attributable to ordinary shareholders of YXT.COM Group Holding Limited			
—Basic and diluted	(4.58)	(13.49)	(2.07)

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

YXT.COM GROUP HOLDING LIMITED
(Formerly known as Unicentury Group Holding Limited)

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' DEFICIT
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2020

(All amounts in thousands, except for share and per share data, unless otherwise noted)

	Ordinary share (US\$0.0001 par value)		Additional paid-in capital RMB	Accumulated other comprehensive income/(loss) RMB	Accumulated deficit RMB	Total YXT.COM Group Holding Limited shareholders' deficit RMB	Non-controlling interest RMB	Total shareholders' deficit RMB
	Number of Shares issued	Amount RMB						
Balance as of January 1, 2019	56,179,775	39	119,630	756	(453,292)	(332,867)	1,957	(330,910)
Net loss	—	—	—	—	(182,237)	(182,237)	(1,957)	(184,194)
Foreign currency translation adjustments	—	—	—	(675)	—	(675)	—	(675)
Accretion on convertible redeemable preferred shares to redemption value	—	—	(74,840)	—	—	(74,840)	—	(74,840)
Balance as of December 31, 2019	<u>56,179,775</u>	<u>39</u>	<u>44,790</u>	<u>81</u>	<u>(635,529)</u>	<u>(590,619)</u>	<u>—</u>	<u>(590,619)</u>

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

YXT.COM GROUP HOLDING LIMITED
(Formerly known as Unicentury Group Holding Limited)

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' DEFICIT (CONTINUED)
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2020
(All amounts in thousands, except for share and per share data, unless otherwise noted)

	Ordinary share (US\$0.0001 par value)		Additional paid-in capital RMB	Accumulated other comprehensive income/(loss) RMB	Statutory reserve RMB	Accumulated deficit RMB	Total YXT.COM Group Holding Limited shareholders' deficit RMB	Non-controlling interest RMB	Total shareholders' deficit RMB
	Number of Shares issued	Amount RMB							
Balance as of January 1, 2020	56,179,775	39	44,790	81	—	(635,529)	(590,619)	—	(590,619)
Net loss	—	—	—	—	—	(258,350)	(258,350)	(6,705)	(265,055)
Appropriation of statutory reserves (Note 20)	—	—	—	—	4,322	(4,322)	—	—	—
Foreign currency translation adjustments	—	—	—	(15,654)	—	—	(15,654)	—	(15,654)
Accretion on convertible redeemable preferred shares to redemption value	—	—	(35,819)	—	—	(266,992)	(302,811)	—	(302,811)
Deemed dividend to preferred shareholders (Note 15)	—	—	(8,971)	—	—	8,971	—	—	—
Re-designation to Series D convertible redeemable preferred shares from Initial Ordinary Shareholders' contribution (Note 15)	(6,943,638)	(5)	—	—	—	(138,990)	(138,995)	—	(138,995)
Acquisition of a subsidiary (Note 4)	—	—	—	—	—	—	—	106,485	106,485
Balance as of December 31, 2020	<u>49,236,137</u>	<u>34</u>	<u>—</u>	<u>(15,573)</u>	<u>4,322</u>	<u>(1,295,212)</u>	<u>(1,306,429)</u>	<u>99,780</u>	<u>(1,206,649)</u>

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

YXT.COM GROUP HOLDING LIMITED
(Formerly known as Unicentury Group Holding Limited)

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2020
(All amounts in thousands)

	Year Ended December 31,		
	2019	2020	
	RMB	RMB	US\$ (Note 2.6)
Cash flows from operating activities:			
Net loss	(184,194)	(265,055)	(40,623)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation of property, equipment and software	1,707	2,866	439
Amortization of intangible assets	323	10,914	1,673
Loss/(gain) from disposal of property, equipment and software	3	(42)	(6)
Fair value change of derivatives liabilities	29,674	55,883	8,564
Accrual of allowance for doubtful accounts	346	468	72
Foreign exchange loss, net	—	799	122
Deferred income tax liability	—	(6,859)	(1,051)
Changes in operating assets and liabilities:			
Accounts receivable	(697)	(3,571)	(547)
Prepaid expenses and other current assets	(997)	(17,793)	(2,727)
Accounts payable	364	(4,294)	(658)
Deferred revenue	27,589	53,924	8,264
Other payable and accrued liabilities	(1,950)	22,824	3,499
Net cash used in operating activities	<u>(127,832)</u>	<u>(149,936)</u>	<u>(22,979)</u>
Cash flows from investing activities:			
Purchase of property, equipment and software	(1,612)	(6,663)	(1,021)
Purchase of intangible assets	(368)	(10,457)	(1,603)
Cash paid for short-term investments	(12,000)	(393,821)	(60,356)
Cash paid for acquisition of a subsidiary, net of cash acquired	—	(46,340)	(7,102)
Proceeds from disposal of property, equipment and software	1	69	11
Cash received from maturity of short-term investments	12,000	122,592	18,788
Net cash used in investing activities	<u>(1,979)</u>	<u>(334,620)</u>	<u>(51,283)</u>

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

YXT.COM GROUP HOLDING LIMITED
(Formerly known as Unicentury Group Holding Limited)

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED DECEMBER 31, 2019 and 2020
(All amounts in thousands)

	Year Ended December 31,		
	2019	2020	
	RMB	RMB	US\$ (Note 2.6)
Cash flows from financing activities:			
Proceeds from issuance of convertible redeemable preferred shares, net of issuance costs	—	616,891	94,543
Proceeds from borrowings	13,700	64,172	9,835
Repayment of borrowings	(4,700)	(32,172)	(4,931)
Net cash generated from financing activities	9,000	648,891	99,447
Effect of exchange rate changes on cash and cash equivalents	(675)	(16,841)	(2,581)
Net (decrease)/increase in cash and cash equivalents	(121,486)	147,494	22,604
Cash and cash equivalents at beginning of the year	169,190	47,704	7,311
Cash and cash equivalents at the end of the year	47,704	195,198	29,915
Supplemental disclosure of cash flow information			
Cash paid for income tax	—	(3,032)	(465)
Cash paid for interest	(170)	(1,541)	(236)
Supplemental schedule of non-cash investing and financing activities			
Accretion on convertible redeemable preferred shares to redemption value	74,840	302,811	46,408
Deemed dividends to preferred shareholders due to modifications and re-designation (Note 15)	—	147,961	22,676
Issuance of Series B preferred shares through reclassification of Series B warrant liability (Note 15)	94,276	—	—
Preferred shares issued for acquisition of a subsidiary	—	94,755	14,522
Cash consideration not yet paid for acquisition of a subsidiary	—	24,375	3,736

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

YXT.COM GROUP HOLDING LIMITED
(Formerly known as Unicentury Group Holding Limited)

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(All amounts in thousands, except for share and per share data, unless otherwise noted)

1. Principal Activities and Organization

(a) Principal Activities

YXT.COM Group Holding Limited (“the Company”) (formerly known as Unicentury Group Holding Limited) was incorporated under the laws of the Cayman Islands in January 2017, as an exempted company with limited liability. In June 2021, the Company was renamed to YXT.COM Group Holding Limited.

The Company, through its subsidiaries, consolidated variable interest entities (“VIEs”) and VIE’s subsidiaries (collectively, the “Group”). The Group’s platform has innovated a SaaS model, which integrates software and content, effectively assisting customers in the digital transformation of corporate learning. The Group’s principal operation and geographic market is in the People’s Republic of China (“PRC”).

(b) History of the Group and Basis of Presentation for the Reorganization

Prior to the incorporation of the Company and starting in November 2011, the Group commenced its initial operations through Jiangsu Yunxuetang Network Technology Co., Ltd. (“Yunxuetang”) by Lu Xiaoyan and other three founding individuals. After a series of agreements, Yunxuetang was owned by Lu Xiaoyan and other eight founding individuals (collectively, the “Initial Ordinary Shareholder”) by January 2017. After the Company was established in Cayman Island in January 2017, YXT.COM (HK) Limited (“YXT HK”) was incorporated in Hong Kong as a wholly owned subsidiary of the Company, and Yunxuetang Information Technology (Jiangsu) Co., Ltd. (“the WFOE”) was established as a wholly owned subsidiary of YXT HK in the PRC. The Group then entered into a series of contractual arrangements among the WFOE, Yunxuetang and Yunxuetang’s shareholders in October 2017, through which the Company is determined to have effective control over Yunxuetang (the “Reorganization”). The principal term of these contractual agreements is discussed below. Yunxuetang became the variable interest entity of the Group (the “VIE”). After the completion of this transaction, the Group’s consolidated financial statements include the financial statements of the Company, its subsidiaries and the consolidated VIE. As the shareholders of the Company and Yunxuetang were mirrored with the same ownership immediately before and after the Reorganization, the Reorganization was determined to be a recapitalization and accounted for in a manner of a common ownership transaction. Accordingly, the accompanying consolidated financial statements were prepared as if the current corporate structure has been in existence since the incorporation of Yunxuetang. In 2018, the VIE agreements were amended and restated, which amended the VIE’s shareholders list and equity interest of each shareholder as a result of the change in registered share capital of the VIE. Rights and obligations, clause, and terms regarding VIE accounting and consolidation basis remained substantially the same.

On June 24, 2020, the Company completed acquisition of the 60% outstanding shares, including preferred shares and common shares, of CEIBS Publishing Group Limited. CEIBS Publishing Group Limited, its subsidiary and its consolidated variable interest entities (together “CEIBS Publishing Group”) offer corporate learning solution through providing online learning content and offline training courses in the PRC. The Company has included the financial results of CEIBS Publishing Group in the consolidated financial statements since the acquisition date. After the completion of this acquisition, the Group’s consolidated financial statements include the financial statements of CEIBS Publishing Group.

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1. Principal Activities and Organization (Continued)

(b) History of the Group and Basis of Presentation for the Reorganization (Continued)

As of December 31, 2020, the Company's principal subsidiary is as follow:

<u>Name of subsidiary</u>	<u>Place of incorporation</u>	<u>Date of incorporation or acquisition</u>	<u>Percentage of direct or indirect ownership</u>	<u>Establish or acquired</u>	<u>Principal activities</u>
Yunxuetang Information Technology (Jiangsu) Co., Ltd.	Suzhou	August 8, 2017	100%	Established	Technology development

As of December 31, 2020, the Company's principal VIE and VIEs' subsidiaries are as follow:

<u>Name of VIE and VIEs' subsidiaries</u>	<u>Place of incorporation</u>	<u>Date of incorporation or acquisition</u>	<u>Percentage of direct or indirect ownership</u>	<u>Establish or acquired</u>	<u>Principal activities</u>
Jiangsu Yunxuetang Network Technology Co., Ltd.	Suzhou	December 22, 2011	100%	Established	Technology development and sales of SaaS platform
Shanghai China Europe International Culture Communication Co., Ltd.	Shanghai	November 29, 2007	60%	Acquired	Sales of content
Shanghai Fenghe Culture Communication Co., Ltd.	Shanghai	November 12, 2007	60%	Acquired	Sales of content

(c) Consolidated Variable Interest Entities

In order to comply with the PRC laws and regulations which prohibit or restrict foreign investments into companies involved in restricted businesses, the Group operates its Apps, websites and other restricted businesses in the PRC through a PRC domestic company and its subsidiaries, whose equity interests are held by certain entities and individuals including management members of the Company ("Nominee Shareholders"). The Company obtained control over such PRC domestic companies by entering into a series of contractual arrangements with such PRC domestic company and its respective Nominee Shareholders. As a result, the Company maintains the ability to control such PRC domestic company and is entitled to substantially all of the economic benefits from such PRC domestic company. Management concluded that such PRC domestic company is VIE of the Company, of which the Company is the ultimate primary beneficiary. As such, the Group consolidated financial results of such PRC domestic company and its subsidiaries in the Group's consolidated financial statements. The principal terms of the agreements entered into amongst the VIE, the Nominee Shareholders and the WFOE are further described below.

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1. Principal Activities and Organization (Continued)

(c) Consolidated Variable Interest Entities (Continued)

Exclusive Call Option Agreements

Pursuant to the exclusive call option agreement, the Nominee Shareholders of the VIE have granted the WFOE the exclusive and irrevocable right to purchase or to designate one or more person(s) at its discretion to purchase part or all of the equity interests in the VIE (the “Target Equity”) from the Nominee Shareholders at any time. The total transfer price for the Target Equity shall be subject to the lowest price permitted by PRC laws and regulations. The VIE and its Nominee Shareholders have agreed that without prior written consent of the WFOE, the Nominee Shareholders or the VIE shall not sell, transfer, pledge or dispose of any of the Target Equity, assets, or the revenue or business in the VIE. In addition, the VIE covenants that it shall not declare any dividend or change capitalization structure of the VIE or enter into any loan or investment agreements without WFOE’s prior written consent.

Power of Attorney

Pursuant to the Power of Attorney, each of the Nominee Shareholders appointed the WFOE or its designee(s) as their attorney-in-fact to exercise all shareholder rights under PRC law and the relevant articles of association, including but not limited to, attending shareholders meetings and signing on their behalf on the resolutions, voting on their behalf on all matters requiring shareholder approval, including but not limited to the appointment and removal of legal representative, directors and senior management, as well as the sale, transfer and disposal of all or part of the equity interests owned by such shareholders. The powers of attorney will remain effective for a given Nominee Shareholders until such shareholder ceases to be a shareholder of the VIE.

Exclusive Technology, Consulting and Service Agreement

Pursuant to the exclusive technology consulting and service agreement, the WFOE has agreed to provide to the VIE services, including, but not limited to, product development and research, website design, design, installation, commissioning and maintenance of computer networks system, database support and software service, economic and technology information consulting. The VIE shall pay to the WFOE service fees quarterly for an amount equal to 100% of its pre-tax profit, and the amount shall not be deducted or set-off unless mutually agreed by VIE and WFOE. The agreement remains effective until VIE dissolves in accordance with PRC laws, unless WFOE early terminates the agreement by delivering a prior written notice.

Equity Interest Pledge Agreements

Pursuant to the equity interest pledge agreement, the Nominee Shareholders of the VIE have pledged 100% equity interests in VIE to the WFOE to guarantee Nominee Shareholders and WFOE’s fulfillment of obligations under the above agreements, including the payment of service fees by the VIE of its obligations under the exclusive technology consulting and service agreement. The equity interest pledge shall not be released until Nominee Shareholders and WFOE have fulfilled all the obligations under the above agreements and WFOE has recognized in writing, unless otherwise expressly approved by WFOE in writing. In the event of a breach by the VIE or any of its Nominee Shareholders of contractual obligations under the above agreements, as the case may be, the WFOE, as pledgee, will have the right to auction or dispose of the pledged equity interests in the VIE and will have priority in receiving the proceeds from such auction or disposal.

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1. Principal Activities and Organization (Continued)

(c) Consolidated Variable Interest Entities (Continued)

Spousal Consent Letters

Pursuant to the Spousal Consent Letter, the spouse of each Nominee Shareholder (except for Mr. Lu Xiaoyan, Mr. Gao Qi, the shareholder of Yunxuetang, who have no spouse yet), who is a natural person, unconditionally and irrevocably agreed that the equity interests in the VIE held by such Nominee Shareholder will be disposed of pursuant to the equity interest pledge agreement, the exclusive call option agreement, and power of attorney. Each of their spouses agreed not to assert any rights over the equity interests in the VIE held by such Nominee Shareholder. In addition, in the event that any spouse obtains any equity interests in VIE held by such Nominee Shareholder for any reason, he or she agreed to be bound by the equity interest pledge agreement, the exclusive option agreement, and power of attorney.

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1. Principal Activities and Organization (Continued)

(d) Risks in Relations to the VIE Structure

The following table set forth the assets, liabilities, results of operations and changes in cash and cash equivalents of the consolidated VIEs and their subsidiaries taken as a whole, which were included in the Group's consolidated financial statements with intercompany transactions eliminated:

	<u>As of December 31,</u>	
	<u>2019</u>	<u>2020</u>
	<u>RMB</u>	<u>RMB</u>
ASSETS		
Current assets		
Cash and cash equivalents	45,149	131,900
Short-term investments	—	70,094
Accounts receivable, net	13,074	24,288
Amounts due from the Group companies	24,625	7,025
Prepaid expense and other current assets	8,085	27,715
Total current assets	<u>90,933</u>	<u>261,022</u>
Non-current assets		
Investment in subsidiaries and VIEs	—	38,610
Property, equipment and software, net	2,187	5,119
Intangible assets, net	1,392	10,363
Deferred tax assets	—	14,536
Operating lease right-of-use assets, net	2,139	7,987
Other non-current assets	1,119	4,429
Total non-current assets	<u>6,837</u>	<u>81,044</u>
Total assets	<u>97,770</u>	<u>342,066</u>
LIABILITIES		
Current liabilities		
Accounts payable	8,378	7,727
Short-term borrowings	9,000	41,000
Deferred revenue, current	71,794	143,480
Amounts due to the Group companies	—	4,486
Acquisition consideration payable, onshore	—	9,653
Other payable and accrued liabilities	6,761	21,796
Operating lease liabilities, current	930	5,780
Total current liabilities	<u>96,863</u>	<u>233,922</u>
Non-current liabilities		
Operating lease liabilities, non-current	1,180	2,588
Deferred revenue, non-current	10,478	27,520
Total non-current liabilities	<u>11,658</u>	<u>30,108</u>
Total liabilities	<u>108,521</u>	<u>264,030</u>

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1. Principal Activities and Organization (Continued)

(d) Risks in Relations to the VIE Structure (Continued)

	Year Ended December 31,	
	2019	2020
	RMB	RMB
Total revenues	132,485	235,822
Cost of revenues	(43,787)	(61,090)
Net (loss)/income	(3,487)	20,818
Net cash generated from operating activities	6,485	72,902
Net cash used in investing activities	(881)	(18,151)
Net cash generated from financing activities	9,000	32,000
Net increase in cash, cash equivalents	14,604	86,751
Cash and cash equivalents at beginning of year	30,545	45,149
Cash, cash equivalents at end of year	45,149	131,900

Under the contractual arrangements with the consolidated VIEs, the Company has the power to direct activities of the consolidated VIEs and VIEs' subsidiaries through the Group's relevant PRC subsidiaries, and can have assets transferred freely out of the consolidated VIEs and VIEs' subsidiaries without restrictions. Therefore, the Company considers that there is no restriction requiring that any asset of the consolidated VIEs and VIEs' subsidiaries can only be used to settle obligations of the respective VIEs and VIEs' subsidiaries. Since the consolidated VIEs and VIEs' subsidiaries are incorporated as limited liability companies under the PRC Law, the creditors of the consolidated VIEs and VIEs' subsidiaries do not have recourse to any assets of the WFOE or the Company for the debt settlement purpose. In the event that the shareholders of the VIEs breach the terms of the contractual arrangements and voluntarily liquidate the VIE, or the VIE declares bankruptcy and all or part of its assets become subject to liens or rights of third-party creditors, or are otherwise disposed of without our consent, the Company may be unable to conduct some or all of our business operations or otherwise benefit from the assets held by the VIEs.

The Group believes that the Group's relevant PRC subsidiaries' contractual arrangements with the consolidated WFOEs, VIEs and VIEs' subsidiaries and the Nominee Shareholders are in compliance with PRC laws and regulations, as applicable, and are legally enforceable. However, uncertainties in the PRC legal system could limit the Company's ability to enforce these contractual arrangements.

In addition, if the current structure of any of the contractual arrangements were found to be in violation of any existing PRC laws, the Company may be subject to penalties, which may include but not be limited to, the cancellation or revocation of the Company's business and operating licenses, being required to restructure the Company's operations or terminate the Company's operating activities. The imposition of any of these or other penalties may result in a material and adverse effect on the Company's ability to conduct its operations. In such case, the Company may not be able to operate or control the VIEs and VIEs' subsidiaries, which may result in deconsolidation of the VIEs and VIEs' subsidiaries.

There are, however, substantial uncertainties regarding the interpretation and application of current or future PRC laws and regulations. Accordingly, the Company cannot be assured that the PRC government authorities will not ultimately take a view that is contrary to the Company's belief and the opinion of its PRC legal counsel.

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1. Principal Activities and Organization (Continued)

(d) Risks in Relations to the VIE Structure (Continued)

In March 2019, the draft Foreign Investment Law was submitted to the National People's Congress for review and was approved on March 15, 2019, which came into effect from January 1, 2020. The approved Foreign Investment Law does not touch upon the relevant concepts and regulatory regimes that were historically suggested for the regulation of VIE structures, and thus this regulatory topic remain unclear under the Foreign Investment Law. Since the Foreign Investment Law is new, there are substantial uncertainties exist with respect to its implementation and interpretation and the possibility that such entities will be deemed as foreign-invested enterprise and subject to relevant restrictions in the future shall not be excluded. If the contractual arrangements establishing the Company's VIE structure are found to be in violation of any existing law and regulations or future PRC laws and regulations, the relevant PRC government authorities will have broad discretion in dealing with such violation, including, without limitation, levying fines, confiscating income or the income of these affiliated Chinese entities, revoking business licenses or the business licenses of these affiliated Chinese entities, requiring the Company and its affiliated Chinese entities to restructure their ownership structure or operations and requiring the Company or its affiliated Chinese entities to discontinue any portion or all of the Company's value-added businesses. Any of these actions could cause significant disruption to the Company's business operations and have a severe adverse impact on the Company's cash flows, financial position and operating performance. If the imposing of these penalties cause the Company to lose its rights to direct the activities of and receive economic benefits from the VIEs, which in turn may restrict the Company's ability to consolidate and reflect in its financial statements the financial position and results of operations of its VIEs.

(e) COVID-19 Impact and Liquidity

The Group's financial performance was not significantly impacted by COVID-19 in 2020, when the pandemic had been largely contained in China. The extent of the effect of COVID-19, or any future health crisis, on the Group's operational and financial performance, and on the Group's relationships with suppliers, and customers, will depend on future developments, including the duration, spread and intensity of the pandemic, the effect of approved vaccines, and the speed and extent to which they are distributed and taken, all of which are uncertain and difficult to predict considering the rapidly evolving landscape. As a result, it is not currently possible to ascertain the overall impact of COVID-19 on our business. If the pandemic continues to persist as a severe worldwide health crisis, the pandemic could have a material adverse effect on our business, results of operations, financial condition, and cash flows.

2. Principal 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 ("US GAAP") for the periods presented. The consolidated financial statements have been prepared on a going concern basis.

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2. Principal Accounting Policies (Continued)

2.1 Basis of Presentation (Continued)

Significant accounting policies followed by the Group in the preparation of its accompanying consolidated financial statements are summarized below.

2.2 Basis of Consolidation

The consolidated financial statements include the financial statements of the Company, its subsidiaries, the consolidated VIEs and VIEs' subsidiaries for which the Company is the ultimate primary beneficiary.

A subsidiary is an entity in which the Company, directly or indirectly, controls more than one half of the voting power, has the power to appoint or remove the majority of the members of the board of directors, to cast a majority of votes at the meeting of the board of directors or to govern the financial and operating policies of the investee under a statute or agreement among the shareholders or equity holders.

A consolidated VIE is an entity in which the Company, or its subsidiary, through contractual arrangements, bears the risks of, and enjoys the rewards normally associated with, ownership of the entity, and therefore the Company or its subsidiary is the primary beneficiary of the entity.

All transactions and balances between the Company, its subsidiaries, VIEs and VIEs' subsidiaries have been eliminated upon consolidation.

2.3 Non-Controlling Interests

For the Company's consolidated subsidiaries, VIEs and VIEs' subsidiaries, non-controlling interests are recognized to reflect the portion of their equity that is not attributable, directly or indirectly, to the Company as the controlling shareholder. Non-controlling interests are classified as a separate line item in the equity section of the Group's Consolidated Balance Sheets and have been separately disclosed in the Group's Consolidated Statements of Comprehensive Loss and Consolidated Statements of Changes in Shareholders' Deficit to distinguish the interests from that of the Company.

2.4 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 disclosure of contingent assets and liabilities at the dates of the consolidated financial statements and the reported amounts of revenue and expenses for the reporting period. On an ongoing basis, the Group evaluates its estimates, including, but not limited to, those related to the determination of the fair value of identified assets and liabilities acquired in business combinations, the useful lives of property, equipment and software and intangible assets, impairment of long-lived and intangible assets, impairment of goodwill, deferred tax asset, valuation of convertible redeemable preferred shares, ordinary shares, warrant liabilities and conversion features. These estimates and assumptions are based on the Group's historical results and management's future expectations. Actual results could differ from those estimates. Changes in facts and circumstances may cause the Group to revise its estimates.

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2. Principal Accounting Policies (Continued)

2.5 Foreign Currencies

The Group's reporting currency is Renminbi ("RMB"). The functional currency of the Group's holding entities incorporated in Cayman Islands, British Virgin Islands and Hong Kong, China ("HK") is the United States dollars ("US\$"). The Group's PRC subsidiaries, consolidated VIEs and VIEs' subsidiaries determined their functional currency to be RMB. The determination of the respective functional currency is based on the criteria of ASC 830, Foreign Currency Matters and is based primarily on the currency the entity conducts its business in.

Transactions denominated in other than the functional currencies are translated into the functional currency of the entity at the exchange rates quoted by authoritative banks prevailing on the transaction dates. Exchange gains and losses resulting from those foreign currency transactions denominated in a currency other than the functional currency are recorded in the Consolidated Statements of Comprehensive Loss. Total exchanges were a gain of RMB 107 and a loss of RMB 2,307 for the years ended December 31, 2019 and 2020, respectively.

The financial statements of the Group are translated from the functional currency into RMB. Assets and liabilities denominated in foreign currencies are translated into RMB using the applicable exchange rates at the balance sheet date. Equity accounts other than earnings generated in current period are translated into RMB at the appropriate historical rates. Revenues, expenses, gain and loss are translated into RMB using the periodic average exchange rates. The resulting foreign currency translation adjustments are recorded in other comprehensive income as a component of shareholders' equity. Total foreign currency translation adjustments to the Group's other comprehensive loss were RMB 675 and RMB 15,654 for the years ended December 31, 2019 and 2020, respectively.

2.6 Convenience Translation

Translations of the Consolidated Balance Sheets, the Consolidated Statements of Comprehensive Loss and the Consolidated Statements of Cash Flows from RMB into US\$ as of and for the year ended December 31, 2020 are solely for the convenience of the readers and were calculated at the rate of US\$1.00=RMB 6.5250, representing the index rates stipulated by the federal reserve board. No representation is made that the RMB amounts could have been, or could be, converted, realized or settled into US\$ at that rate on December 31, 2020, or at any other rate.

2.7 Fair Value Measurements

Accounting guidance defines fair value as 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 measurement 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 it considers assumptions that market participants would use when pricing the asset or liability.

Accounting guidance establishes 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

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2. Principal Accounting Policies (Continued)

2.7 Fair Value Measurements (Continued)

significant to the fair value measurement. Accounting guidance establishes three levels of inputs that may be used to measure fair value:

Level 1—Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2—Include other inputs that are directly or indirectly observable in the marketplace.

Level 3—Unobservable inputs which are supported by little or no market activity.

Accounting guidance also describes three main approaches to measuring 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.

The Group's financial instruments include cash and cash equivalents, short-term investments, accounts receivable, prepaid expenses and other current assets, accounts payable, short-term borrowing, deferred revenue, acquisition consideration payable, other payable and accrued liabilities and derivative liability. As of December 31, 2019 and 2020, except for short-term investments and derivative liabilities which are measured at fair value, the carrying values of the other financial instruments approximated their fair values due to the short-term maturity of these instruments.

2.8 Cash and Cash Equivalents

Cash includes currency on hand and deposits held by financial institutions that can be added to or withdrawn without limitation. Cash equivalents represent short-term, highly liquid investments that are readily convertible to known amounts of cash and with original maturities from the date of purchase of three months or less.

2.9 Short-Term Investments

Short-term investments are comprised of i) time deposits placed with bank with original maturity longer than three months but within one year or with maturity longer than one year but the management intends to hold for less than one year, and ii) wealth management products issued by PRC banks, which contains variable interest with original maturities within one year. Such investments are generally not permitted to be redeemed early or are subject to penalties for redemption prior to maturities. These investments are stated at fair value. Changes in the fair value are reflected in Investment Income in the Consolidation Statements of Comprehensive Loss.

2.10 Accounts Receivable, Net

Accounts receivable are presented net of allowance for doubtful accounts. The Group maintains an allowance for doubtful accounts which reflects its best estimate of amounts that potentially will not be collected.

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2. Principal Accounting Policies (Continued)

2.10 Accounts Receivable, Net (Continued)

The Group determines the allowance for doubtful accounts by taking into consideration various factors including but not limited to historical collection experience and creditworthiness of the customers. Accounts receivable balances are written off after all collection efforts have been exhausted.

The following table summarized the details of the Group's allowance:

	As of December 31,	
	2019	2020
	RMB	RMB
Balance at beginning of year	113	459
Addition through business combination	—	129
Provision for doubtful accounts	346	468
Written-off	—	(459)
Balance at end of year	<u>459</u>	<u>597</u>

2.11 Property, Equipment and Software, Net

Property and equipment are stated at historical cost less accumulated depreciation. Repairs and maintenance costs are expensed as incurred as repairs and maintenance do not extend the useful life or improve the related assets. Depreciation and amortization, including amortization of leasehold improvements, is computed using the straight-line method over the estimated useful lives of the assets.

The estimated useful life of each asset category is as follows:

<u>Category</u>	<u>Estimated useful lives</u>
Leasehold improvement	Shorter of the lease term or the estimated useful lives of the assets
Electronic equipment	3-5 years
Furniture	5 years
Software	5 years
Vehicles	5 years

When assets are retired or otherwise disposed of, the cost and accumulated depreciation and amortization are removed from their respective accounts and any loss on such retirement is reflected in operating expenses.

2.12 Impairment of Long-Lived Assets

Long-lived assets are evaluated for impairment whenever events or changes in circumstances (such as a significant adverse change to market conditions that will impact the future use of the assets) indicate that the carrying value of an asset may not be fully recoverable or that the useful life is shorter than the Group had originally estimated. When these events occur, the Group evaluates the impairment for the long-lived assets by comparing the carrying value of the assets to an estimate of future undiscounted cash flows expected to be generated from the use of the assets and their eventual disposition. If the sum of the expected future undiscounted

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2. Principal Accounting Policies (Continued)

2.12 Impairment of Long-Lived Assets (Continued)

cash flows is less than the carrying value of the assets, the Group recognizes an impairment loss based on the excess of the carrying value of the assets over the fair value of the assets. Fair value is generally determined by discounting the cash flows expected to be generated by the assets, when the market prices are not readily available.

2.13 Operating Lease

The Group applied ASC 842, Leases, on January 1, 2019 on modified retrospective basis. The Group determines if an arrangement is a lease at inception.

The Group enters into operating lease arrangements primarily for office and operation space. The Group determines if an arrangement contains a lease at its inception by assessing whether there is an identified asset and whether the arrangement conveys the right to control the use of the identified asset in exchange for consideration. Operating leases are included in right-of-use assets and operating lease liabilities on the consolidated balance sheets. Right-of-use assets represent the Group's right to use an underlying asset over the lease term and operating lease liabilities represent the Group's obligation to make payments arising from the lease. Right-of-use assets and operating lease liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term.

The Operating lease right-of-use assets also includes any lease payments made at or before the lease commencement date and excludes any lease incentives received. Lease payments consist of the fixed payments under the arrangements. As the implicit rate of the Group's leases is not determinable, the Group uses an incremental borrowing rate based on the information available at the lease commencement date in determining the present value of lease payments. Operating lease expense is recognized on a straight-line basis over the lease term.

The Group's lease term may include options to extend or terminate the lease. Only renewal or termination options that are reasonably certain of exercise are included in the lease term. The Group accounts for lease components and non-lease components as a single lease component.

After the lease commencement date, right-of-use assets are amortized by the difference between the straight-line lease expenses, and the accretion of interest on the operating lease liabilities each period over the lease term. Operating lease liabilities are increased to reflect the accretion of interest and reduced for the lease payment made.

For operating lease with a term of one year or less, the Group has elected to not recognize operating lease liabilities or right-of-use asset on its Consolidated Balance Sheet. Instead, it recognizes the lease payment as expense on a straight-line basis over the lease term. Short-term lease costs are immaterial to its Consolidated Statements of Comprehensive Loss.

Upon the adoption of the new lease standard, on January 1, 2019, the Group recognized both operating lease assets and operating lease liabilities of RMB 6,235 on the Consolidated Balance Sheet. There was no impact to accumulated deficit at adoption.

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2. Principal Accounting Policies (Continued)

2.14 Intangible Assets and Goodwill

The content library assets have been acquired from the independent course provider and through business combination. The Group amortizes the content library and other intangible assets acquired from course provider or in business combinations on a straight-line basis over their estimated useful lives, which is generally five years.

Regularly, the Group assesses potential impairment of its long-lived assets, which include the content library and intangible assets. The Group performs an impairment review whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Factors the Group considers important that could trigger an impairment review include, but are not limited to, significant under-performance relative to historical or projected future results of operations, significant changes in the manner of its use of acquired assets or its overall business strategy, and significant industry or economic trends. When the Group determines that the carrying value of a long-lived asset (or asset group) may not be recoverable based upon the existence of one or more of the above indicators, the Group determines the recoverability by comparing the carrying amount of the asset to the net future undiscounted cash flows that the asset is expected to generate and recognizes an impairment charge equal to the amount by which the carrying amount exceeds the fair value of the asset. Fair value is generally determined by discounting the cash flows expected to be generated by the assets, when the market prices are not readily available.

Goodwill represents the excess of the purchase price in a business combination over the fair value of net tangible and intangible assets acquired. The Group tests goodwill for impairment annually as of December 31, or whenever events or changes in circumstances indicate that goodwill may be impaired. The Group initially assesses qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely-than-not that the fair value of its sole reporting unit is less than its carrying amount. If, after assessing the totality of events or circumstances, the Group determines it is more-likely-than-not that the fair value of the reporting unit is less than its carrying amount, then the Group performs a quantitative analysis by comparing the book value of net assets to the fair value of the reporting unit. If the fair value is determined to be less than the book value, an impairment charge is recorded. In assessing the qualitative factors, the Group considers the impact of certain key factors including macroeconomic conditions, industry and market considerations, management turnover, changes in regulation, litigation matters, changes in enterprise value and overall financial performance. The goodwill of the Group of RMB164,113 is generated from the acquisition of CEIBS Publishing Group in June 2020.

As a result of its most recent annual qualitative assessment, the Group concluded that the fair value of the Group's sole reporting unit is greater than its carrying amount. There were no impairments of goodwill or intangible assets, during the year ended December 31, 2019 and 2020.

2.15 Business Combinations

The Company includes the results of operations of the businesses that it acquires as of the date of acquisition. The Company allocates the fair value of the purchase price of its acquisitions to the assets acquired and liabilities assumed based on their estimated fair values. The excess of the fair value of the purchase price over the fair values of these identifiable assets and liabilities is recorded as goodwill. The determination of the value and useful lives of the intangible assets acquired involves certain judgments and estimates. These

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2. Principal Accounting Policies (Continued)

2.15 Business Combinations (Continued)

judgments can include, but are not limited to, the cash flows that an asset is expected to generate in the future and the appropriate weighted average cost of capital.

2.16 Revenues

The Group adopted ASC Topic 606, "Revenue from Contracts with Customers," for all periods presented. Consistent with the criteria of Topic 606, the Group recognizes revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the Group expects to receive in exchange for those goods or services.

To achieve that core principle, the Group applies the five steps defined under Topic 606: (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. The Group assesses its revenue arrangements against specific criteria in order to determine if it is acting as principal or agent. Revenue arrangements with multiple performance obligations are divided into separate distinct goods or services. The Group allocates the transaction price to each performance obligation based on the relative standalone selling price of the goods or services provided. The Group determines standalone selling prices considering market conditions and based on overall pricing objectives such as observable standalones selling prices. Revenue is recognized upon the transfer of control of promised goods or services to a customer.

Revenue is recorded net of value-added tax.

Revenue recognition policies for each type of revenue steam are as follows:

Corporate Learning Solution

The Group offers corporate learning solution to corporate customers through providing subscription-based services including corporate learning platform, personalized e-learning system, teaching tools and online courses. The Group's subscription-based services generally do not provide customers with the right to take possession of the software supporting the platform, learning content or tools and, as a result, are accounted for as service arrangements. Through the subscription of the Group's SaaS platform service, customers can rapidly deploy the intelligent learning platform in a plug-and-play manner. Frequently, existing customers who subscribed platform service tend to add additional courses to their subscription by purchasing prioritized package or advanced package with additional charges. The Group also offered the teaching tools, such as virtual classroom or meeting room, for subscription as add-on options. For platform service, online courses and online teaching tools, the Group continually provides customer access and connectivity to its services, and fulfills its obligation to, the end customer over the subscription period. Each distinct service represents a single performance obligation that is satisfied over time. The subscription-based contracts vary from one month to five years. Revenue from subscription-based corporate learning solution is recognized on a straight-line basis over the subscription period.

The Group also derives revenue from providing non-subscription based corporate learning solution, such as offline courses and courseware recording service. Based on the needs of the customers, the Group designs the

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2. Principal Accounting Policies (Continued)

2.16 Revenues (Continued)

Corporate Learning Solution (Continued)

offline courses and hires experienced lecturer to provide face-to-face offline learning courses. The offline course is delivered on the specific date agreed and the unit price for each offline course is also specified in the contract. For the courseware recording service, the Group records video courseware based on customer's needs. The recorded courseware belongs to the customers. Revenue from non-subscription based corporate learning solution is generally recognized at point in time upon completion.

Other Revenue

The Group also develops software for other customers who have specific demand for learning platform software. The Group develops learning platform to be installed on these customers' own servers. Copyright of the software developed belongs to these customers. The development processes last approximately 1-14 months. The Group is obligated to provide post-sales maintenance service for malfunction during the period determined in the contract, which is usually a year. Revenue for the on-premise software development is recognized at a point in time when the software is made available to the customer. Revenue for access to maintenance and support is recognized over the contract term beginning on the date that the software is made available to the customer.

	Year Ended December 31,	
	2019 RMB	2020 RMB
Corporate learning solutions		
—Subscription-based	99,209	193,677
—Non-subscription-based	21,635	38,579
	<u>120,844</u>	<u>232,256</u>
Others		
—Sales of software developed and related maintenance service	11,641	3,566
	<u>132,485</u>	<u>235,822</u>

Remaining Performance Obligations

Remaining performance obligations represents the amount of contracted future revenue that has not yet been recognized, including both deferred revenue and non-cancelable contracted amounts that will be invoiced and recognized as revenue in future periods. As of December 31, 2019 and 2020, the aggregate amount of transaction price allocated to the remaining performance obligations was RMB162,101 and RMB260,241, respectively, of which RMB71,794 and RMB140,901 were recorded in current deferred revenue while RMB10,478 and RMB20,139 were recorded in non-current deferred revenue, respectively. The remaining life of the Group's contracts was up to 36 months as of both December 31, 2019 and December 31, 2020.

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2. Principal Accounting Policies (Continued)

2.17 Deferred Revenue

The Group records deferred revenue when cash payments are received in advance of revenue recognition from subscription services described above, including amounts billed to customers in accordance with the terms of the underlying contracts where the service period has not yet commenced but will commence in the near future. Deferred revenue is recognized when, or as, performance obligations are satisfied. Amounts anticipated to be recognized within one year of the balance sheet date are recorded as deferred revenue, current; the remaining portion is recorded as deferred revenue, non-current.

2.18 Cost of Revenues

Cost of revenue includes certain direct costs associated with delivering the Group's platform and includes costs for hosting and bandwidth, depreciation and amortization of long-lived assets used in the provision of SaaS service, amortization of content library and other cost of courses, rental expenses for office space, employee-related costs, and other contract fulfillment costs.

2.19 Sales and Marketing

Sales and marketing expenses comprise primarily of expenses relating to marketing and brand promotion activities, employee-related cost for personnel engaged in marketing, business development and sales support functions.

2.20 Research and Development

Research and development expenses consist principally of research and development activities including employee-related cost for personnel engaged in content development and technology development, consulting services, rental expenses for office space and other costs associated with product development efforts.

2.21 General and Administrative

General and administrative expenses consist of employee-related cost for personnel related to the general corporate functions, including accounting, finance, legal and human relations, costs associated with use by these functions of facilities and equipment, such as depreciation expenses, rental and other general corporate related expenses.

2.22 Employee Benefits

Full time employees of the Group in the PRC participate in a government mandated defined contribution plan, pursuant to which certain pension benefits, medical care, employee housing fund and other welfare benefits are provided to the employees. Chinese labor regulations require that the PRC subsidiaries and VIE of the Group make contributions to the government for these benefits based on certain percentages of the employees' salaries, up to a maximum amount specified by the local government. The Group has no legal obligation for the benefits beyond the contributions made. Total amounts of such employee benefit expenses, which were expensed as incurred, were RMB 197,070 and RMB 296,182 for the years ended December 31, 2019 and 2020, respectively.

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2. Principal Accounting Policies (Continued)

2.23 Government Grant

Government grants are recognized as Other operating income. Such amounts are recognized in the Consolidated Statements of Comprehensive Loss upon receipts and all conditions attached to the grants are fulfilled.

2.24 Income Tax

Current income taxes are recorded in accordance with the regulations of the relevant tax jurisdiction. The Group accounts for income taxes under the asset and liability method in accordance with ASC 740, Income Tax. Under this method, deferred tax assets and liabilities are recognized for the tax consequences attributable to differences between carrying amounts of existing assets and liabilities in the financial statements and their respective tax basis, and operating loss carry-forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred taxes of a change in tax rates is recognized in the Consolidated Statements of Comprehensive Loss in the period of change. Valuation allowances are established when necessary to reduce the amount of deferred tax assets if it is considered more likely than not that amount of the deferred tax assets will not be realized.

The Group recognizes in its consolidated financial statements the benefit of a tax position if the tax position is “more likely than not” to prevail based on the facts and technical merits of the position. Tax positions that meet the “more likely than not” recognition threshold is measured at the largest amount of tax benefit that has a greater than fifty percent likelihood of being realized upon settlement. The Group estimates its liability for unrecognized tax benefits which are periodically assessed and may be affected by changing interpretations of laws, rulings by tax authorities, changes and/or developments with respect to tax audits, and expiration of the statute of limitations. The ultimate outcome for a particular tax position may not be determined with certainty prior to the conclusion of a tax audit and, in some cases, appeal or litigation process. The actual benefits ultimately realized may differ from the Group’s estimates. As each audit is concluded, adjustments, if any, are recorded in the Group’s consolidated financial statements in the period in which the audit is concluded. Additionally, in future periods, changes in facts, circumstances and new information may require the Group to adjust the recognition and measurement estimates with regard to individual tax positions. Changes in recognition and measurement estimates are recognized in the period in which the changes occur. As of December 31, 2019 and 2020, the Group did not have any significant unrecognized uncertain tax positions.

Valuation allowances have been provided against deferred tax assets when the Group determines that it is more likely than not that the deferred tax assets will not be utilized in the future. In making such determination, the Group evaluates a variety of factors including the Group’s entities’ operating history, accumulated deficit, existence of taxable temporary differences and reversal periods. As of December 31, 2019 and 2020, valuation allowances on a large part of deferred tax assets were provided because it was more likely than not that the Group will not be realized based on the Group’s estimate of its future taxable income. If events occur in the future that allow the Group to realize more of its deferred income tax than the presently recorded amounts, an adjustment to the valuation allowances will result in a decrease in tax expense when those events occur.

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2. Principal Accounting Policies (Continued)

2.25 Comprehensive Loss

Comprehensive loss is defined as the changes in equity of the Group during a period from transactions and other events and circumstances excluding transactions resulting from investments from shareholders and distributions to shareholders. Comprehensive loss for the periods presented includes net loss and foreign currency translation adjustments.

2.26 Net Loss per Share

Basic loss per share is computed by dividing net loss attributable to holders of ordinary shares by the weighted average number of ordinary shares outstanding during the period using the two-class method. Under the two-class method, net loss is allocated between common shares and other participating securities base on their participating rights. Diluted net loss per share reflects the potential dilution that could occur if securities to issue ordinary shares were exercised. The dilutive effect of outstanding share-based awards is reflected in the diluted net loss per share by application of the if-converted method and treasury stock method, respectively. Dilutive equivalent shares are excluded from the computation of diluted net loss per share if their effects would be anti-dilutive.

2.27 Segment Reporting

ASC 280, Segment Reporting, establishes standards for companies to report in their financial statements information about operating segments, products, services, geographic areas, and major customers.

Based on the criteria established by ASC 280, the Group's chief operating decision maker ("CODM") has been identified as the Chief Executive Officer, who reviews consolidated results when making decisions about allocating resources and assessing performance of the Group as a whole and hence, the Group has only one reportable segment. The Group does not distinguish between markets or segments for the purpose of internal reporting. As the Group's long-lived assets are substantially located in the PRC and substantially all the Group's revenue is derived from within the PRC, no geographical segments are presented.

2.28 Recent Accounting Pronouncements

The Group qualifies as an "emerging growth company", or EGC, pursuant to the Jumpstart Our Business Startups Act of 2012, as amended, or the JOBS Act. As an EGC, the Group 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. The Group adopts the following standards based on extended transition period provided to private companies or early adopts as necessary as permitted by the respective standards.

New and Amended Standards Adopted by the Group

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842), which requires that a lessee should recognize the assets and liabilities that arise from operating leases. A lessee should recognize in the balance sheet a liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term. For leases with a term of 12 months or less, a lessee is permitted to make an

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2. Principal Accounting Policies (Continued)

2.28 Recent Accounting Pronouncements (Continued)

New and Amended Standards Adopted by the Group (Continued)

accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. If a lessee makes this election, it should recognize lease expenses for such lease generally on a straight-line basis over the lease term. The new leases standard also provides lessees with a practical expedient, by class of underlying asset, to not separate non-lease components from the associated lease component. If a lessee makes that accounting policy election, it is required to account for the non-lease components together with the associated lease component as a single lease component and to provide certain disclosures. Lessors are not afforded a similar practical expedient. The amendments in this Update are effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years for public entities. For all other entities, the amendments in this Update are effective for fiscal years beginning after December 15, 2019, and interim periods within fiscal years beginning after December 15, 2020. Early application of the amendments in this Update is permitted for all entities. Entities are required to adopt the new leases standard using a modified retrospective transition method. Under that transition method, an entity initially applies the new leases standard (subject to specific transition requirements and optional practical expedients) at the beginning of the earliest period presented in the financial statements. The Group adopted this new guidance for the year ended December 31, 2019. In July 2018, the FASB issued ASU 2018-11, which provides 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 a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption consistent with preparers' requests. This ASU also addresses stakeholders' concerns about the requirement for lessors to separate components of a contract by providing lessors with a practical expedient, by class of underlying asset, to not separate non-lease components from the associated lease component, similar to the expedient provided for lessees. However, the lessor practical expedient is limited to circumstances in which the non-lease component or components otherwise would be accounted for under the new revenue guidance and both (1) the timing and pattern of transfer are the same for the non-lease component(s) and associated lease component and (2) the lease component, if accounted for separately, would be classified as an operating lease. The Group elected to early adopt ASC 842, Leases, on January 1, 2019 on modified retrospective basis and has elected not to recast comparative periods.

In August 2018, the FASB issued ASU 2018-13, Fair Value Measurement (Topic 820): Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement, which eliminates, adds and modifies certain disclosure requirements for fair value measurements. Under the guidance, public companies will be required to disclose the range and weighted average used to develop significant unobservable inputs for Level 3 fair value measurements. The guidance is effective for all entities for fiscal years beginning after December 15, 2019 and for interim periods within those fiscal years, but entities are permitted to early adopt either the entire standard or only the provisions that eliminate or modify the requirements. The Group adopted ASU 2018-13 on January 1, 2019. The impact of the adoption is not material.

Recent Accounting Pronouncements Not Yet Adopted

In June 2016, the FASB issued ASU 2016-13, Financial Instruments—Credit Losses (Topic 326), to provide financial statement users with more useful information about expected credit losses. ASU 2016-13 also changes how entities measure credit losses on financial instruments and the timing of when such losses are recorded. ASU

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2. Principal Accounting Policies (Continued)

2.28 Recent Accounting Pronouncements (Continued)

Recent Accounting Pronouncements Not Yet Adopted (Continued)

2016-13 is effective for fiscal years and interim periods within those years beginning after December 15, 2022 for the Group, with early adoption permitted. The Group is currently evaluating the impact ASU 2016-13 will have on its consolidated financial statements and associated disclosures.

In December 2019, the FASB issued ASU 2019-12, “Simplifying the Accounting for Income Taxes” to remove specific exceptions to the general principles in Topic 740 and to simplify accounting for income taxes. The standard is effective for public companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2020. For all other entities, the standard is effective for fiscal years beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022. Early adoption is permitted. The standard is effective for the Group’s fiscal year beginning January 1, 2022. The Group is currently evaluating the impact of this accounting standard update on its consolidated financial statements.

3. Concentration and Risks

3.1 Concentration of Credit Risk

Financial instruments that potentially subject the Group to the concentration of credit risks consist of cash and cash equivalents and short-term investments. The maximum exposures of such assets to credit risk is their carrying amounts as of the balance sheet dates. The Group deposits its cash and cash equivalents and short-term investments with financial institutions located in jurisdictions where the subsidiaries are located. The Group believes that no significant credit risk exists as these financial institutions have high credit quality.

The Group has not experienced any significant recoverability issue with respect to its accounts receivable. The Group assesses the creditworthiness of each customer when providing services and may require the customers to make advance payments or a deposit before the services are rendered.

The following table summarizes customers with greater than 10% of the accounts receivable:

	As of December 31, 2019	As of December 31, 2020
Customer A	27%	*

* Less than 10%

3.2 Concentration of Customers and Suppliers

Substantially all revenue was derived from customers located in China. There are no customers or suppliers from whom revenues or purchases individually represent greater than 10% of the total revenues or the total purchases of the Group in any of the periods presented.

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3. Concentration and Risks (Continued)

3.3 Foreign Currency Exchange Rate Risk

In July 2005, the PRC government changed its decades-old policy of pegging the value of the RMB to the US\$, and the RMB appreciated more than 20% against the US\$ over the following three years. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the RMB and the US\$ remained within a narrow band. Since June 2010, the RMB has fluctuated against the US\$, at times significantly and unpredictably. The depreciation of the RMB against the US\$ was approximately 5.0% in 2018. The appreciation of the RMB against the US\$ was approximately 1.6% in 2019. The appreciation of the RMB against the US\$ was approximately 6.5% in 2020. It is difficult to predict how market forces or PRC, or U.S. government policy may impact the exchange rate between the RMB and the US\$ in the future.

4. Business Combinations

Acquisition of CEIBS Publishing Group

On June 24, 2020, the Company acquired 100% shares of CEIBS Management Ltd. and Digital B Business Ltd. (the “Acquisition”, “Share Transfer”). CEIBS Management Ltd. held 21% common shares of CEIBS Publishing Group. Digital B Business Ltd. held 0.04% common shares and 38.96% preferred shares of CEIBS Publishing Group. After the Acquisition, the Company effectively held 60% shares of CEIBS Publishing Group and obtained control of CEIBS Publishing Group. China Europe International Business School (“CEIBS”) held the rest 40% common shares of CEIBS Publishing Group.

CEIBS Publishing Group offers corporate learning solutions through providing online learning content and offline training courses in the PRC. The Company has included the financial results of CEIBS Publishing Group in the consolidated financial statements since the acquisition date. The consideration of the Acquisition includes US\$15 million in cash and 5,252,723 Series A-4 preferred shares of the Company with the fair value of RMB94,755. The total consideration is equivalent to RMB 198,679.

The consideration for the acquisition of CEIBS Publishing Group was approximately RMB 198,679, which consisted of the following:

	<u>As of acquisition date</u> <u>RMB</u>
Fair value of Series A-4 preferred shares of the Company	94,755
Cash consideration already paid	79,549
Cash consideration to be paid (recorded in acquisition consideration payable)	24,375
Total purchase consideration	<u>198,679</u>

The fair value of the Series A-4 preferred shares issued as part of the consideration paid for CEIBS Publishing Group was determined on the basis of the third-party valuation result on the acquisition date.

The Company accounted for the transaction as a business combination using the acquisition method of accounting. The Company allocated the purchase price to the tangible and identifiable intangible assets acquired and liabilities assumed based on their respective estimated fair values on the acquisition date. Fair values were determined using income and cost approaches. The fair value measurements of the intangible assets were based primarily on significant unobservable inputs and thus represent a Level 3 measurement as defined in ASC 820.

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4. Business Combinations (Continued)

Acquisition of CEIBS Publishing Group (Continued)

The following table summarizes the fair values of assets acquired and liabilities assumed as of the date of acquisition:

	<u>As of acquisition date</u> <u>RMB</u>
Cash and cash equivalents	33,209
Short-term investments	60,293
Accounts receivable, net	8,111
Prepaid expenses and other current assets	5,298
Property, equipment and software, net	2,305
Intangible assets, net	83,908
Operating lease right-of-use assets	7,693
Deferred tax assets	12,858
Other non-current assets	1,282
Total assets	<u>214,957</u>
Accounts payable	(3,621)
Deferred revenue, current	(12,349)
Other payable and accrued liabilities	(11,097)
Operating lease liabilities, current	(3,679)
Operating lease liabilities, non-current	(4,374)
Deferred revenue, non-current	(12,495)
Deferred tax liabilities	(26,291)
Total liabilities	<u>(73,906)</u>
Goodwill	<u>164,113</u>
Fair value of total net asset	<u>305,164</u>
Fair value of net asset acquired	<u>198,679</u>
Fair value of non-controlling interest	<u>106,485</u>

The excess of the purchase consideration over the fair value of the net tangible and identifiable intangible assets acquired was recorded as goodwill. The goodwill is attributable to CEIBS Publishing Group's assembled workforce and synergies acquired and is not deductible for income tax purposes.

The Group engaged a third-party valuation specialist to aid the analysis of the fair value of the acquired intangibles. All estimates, key assumptions, and forecasts were either provided by or reviewed by the Group. While the Group chose to utilize a third-party valuation specialist for assistance, the fair value analysis and related valuations reflect the conclusions of management and not those of any third party.

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4. Business Combinations (Continued)

Acquisition of CEIBS Publishing Group (Continued)

The estimated useful lives and fair values of the identifiable intangible assets at acquisition date were as follows:

	Fair Value of Intangible Assets Acquired	Estimated Useful Lives (in years)
Self-developed content	35,100	5
Trademarks	26,400	5
Domain name	11,400	3
Customer relationship	10,700	5
Total fair value of intangible assets acquired	<u>83,600</u>	

The identifiable intangible assets were valued as follows:

Self-developed Content - The Group valued Self-developed Content using the cost approach. Cost Approach provides a systematic framework for estimating the value of asset based upon the economic theory that rational investor would purchase an existing asset for no more than the cost to create a comparable asset. The Group applied judgment which involved the use of significant assumption with respect to the total cost of development and the profit mark-up.

Trademarks - The Group valued the finite-lived trademarks using the relief-from-royalty method under the income approach. This method involves forecasting avoided royalties, reducing them by income taxes, and then discounting the resulting net cash flows to a present value using an appropriate discount rate. The Group applied judgment which involved the use of significant assumptions with respect to our income forecast.

Domain Name - The Group valued domain name using the cost approach. Cost Approach provides a systematic framework for estimating the value of asset based upon the economic theory that rational investor would purchase an existing asset for no more than the cost to create a comparable asset. The Group applied judgment which involved the use of significant assumption with respect to the total cost of development and the profit mark-up.

Customer Relationship - The Group valued the finite-lived customer relationships using the multi-period excess earnings method. This method involves forecasting the net earnings expected to be generated by the asset, reducing them by appropriate returns on contributory assets, and then discounting the resulting net cash flows to a present value using an appropriate discount rate. The Group applied judgment which involved the use of the significant assumptions with respect to the future cash flows forecast, base year annual recurring revenue, customer churn rate, and the discount rate.

The customer relationship amortization expense is recognized over its useful life within sales and marketing expenses in the consolidated statements of comprehensive loss. The amortization expense related to trademarks and domain name intangible assets are recognized over their useful lives within General and administrative expenses in our consolidated statements of comprehensive loss. The self-developed content amortization expense is recognized over its useful life within cost of revenues in the consolidated statements of comprehensive loss. The weighted-average amortization period of the acquired intangible assets is 4.7 years.

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4. Business Combinations (Continued)

Acquisition of CEIBS Publishing Group (Continued)

The amounts of revenue and earnings of CEIBS Publishing Group included in the Company's consolidated statements of operations and comprehensive loss from the acquisition date of June 24, 2020 to December 31, 2020 are as follows:

	<u>Period from June 24, 2020 to December 31, 2020</u> RMB
Revenue	33,882
Loss before income tax benefit	(16,761)

Unaudited Pro Forma Information

The following unaudited pro forma financial information is for illustrative purposes only and summarizes the combined results of operations for the Group and CEIBS Publishing Group, as though the companies were combined as of the beginning of the year 2019. The unaudited pro forma financial information was as follows

	<u>Year Ended December 31,</u>	
	<u>2019</u> RMB	<u>2020</u> RMB
Revenue	206,910	277,822
Loss before income tax benefit	(199,591)	(275,836)
Net loss	(195,130)	(269,373)

The pro forma financial information for all periods presented above has been calculated after adjusting the results of CEIBS Publishing Group to reflect the business combination accounting effects resulting from this acquisition. It includes pro forma adjustments related to the amortization of acquired intangible assets, deferred revenue fair value adjustment, elimination of transaction costs and the related income tax effects. The unaudited pro forma results have been prepared based on estimates and assumptions, which the Group believes are reasonable; however, they are not necessarily indicative of the consolidated results of operations had the acquisition occurred on January 1, 2019, or of future results of operations.

5. Short Term Investment

	<u>As of December 31,</u>	
	<u>2019</u> RMB	<u>2020</u> RMB
Time deposits (1)	—	296,445
Wealth management products (2)	—	35,077
	—	<u>331,522</u>

- (1) As at December 31, 2020, a one-year time deposit with balance of RMB 65,249 was pledged as collateral for a short-term bank loan. It will be released from restriction when the loan is matured or settled.
- (2) The Group's wealth management products mainly consisted of financial products issued by commercial banks in China with a variable interest rate indexed to the performance of underlying assets and a maturity

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5. Short Term Investment (Continued)

date within one year when purchased or revolving terms. For the years ended December 31, 2019 and 2020, the weighted average return of the wealth management products was 3.9% and 2.9%, respectively.

6. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consist of the following:

	<u>As of December 31,</u>	
	<u>2019</u>	<u>2020</u>
	<u>RMB</u>	<u>RMB</u>
Current assets		
VAT recoverable (1)	5,885	11,109
Receivables from third-party payment settlement platform (2)	908	7,718
Prepaid bandwidth costs	1,154	3,930
Prepaid content rental expenses	425	2,509
Prepaid marketing expenses	275	2,486
Deposits	1,928	1,887
Prepaid lecturer's cost	—	657
Staff advance	3	491
Prepaid office rental expenses	432	431
Others	330	1,185
	<u>11,340</u>	<u>32,403</u>
Non-current assets		
Deposits	1,119	3,653
Prepaid content rental expenses	—	776
	<u>1,119</u>	<u>4,429</u>

(1) VAT recoverable represented the balances that the Group can utilize to deduct its VAT liabilities.

(2) Receivables from third-party payment settlement platform represent cash due from the third-party on-line payment service providers in relation to their processing of payments to the Group.

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7. Property, Equipment and Software, Net

Property, equipment and software, net, consist of the following:

	<u>As of December 31,</u>	
	<u>2019</u>	<u>2020</u>
	<u>RMB</u>	<u>RMB</u>
Cost		
Electronic equipment	6,609	9,879
Leasehold improvements	1,947	4,989
Vehicles	1,168	2,624
Furniture	1,325	2,090
Software	27	27
Total cost	<u>11,076</u>	<u>19,609</u>
Less: Accumulated depreciation and amortization	<u>(6,586)</u>	<u>(9,044)</u>
Property, equipment and software, net	<u>4,490</u>	<u>10,565</u>

Depreciation expenses were RMB 1,707 and RMB 2,866 for the years ended December 31, 2019 and 2020, respectively. No impairment charges were recorded for the years ended December 31, 2019 and 2020.

8. Intangibles Assets, Net

Intangible assets are summarized as follows:

	<u>As of December 31, 2019</u>			
	<u>Weighted Average Amortization Period (in years)</u>	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>
License	5.0	1,746	(431)	1,315
Domain name	8.5	244	(167)	77
		<u>1,990</u>	<u>(598)</u>	<u>1,392</u>

	<u>As of December 31, 2020</u>			
	<u>Weighted Average Amortization Period (in years)</u>	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>
Self-developed content	5.0	35,100	(3,510)	31,590
Trademarks	5.0	26,400	(2,640)	23,760
License	5.0	12,511	(2,209)	10,302
Customer relationship	5.0	10,700	(1,070)	9,630
Domain name	3.1	11,644	(2,083)	9,561
		<u>96,355</u>	<u>(11,512)</u>	<u>84,843</u>

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8. Intangibles Assets, Net (Continued)

The total amounts charged to the consolidated statements of comprehensive loss for amortization expenses amounted to approximately RMB 323 and RMB 10,914 for the years ended December 31, 2019 and 2020, respectively.

Based on the recorded intangible assets at December 31, 2020, estimated amortization expense is expected to be as follows:

<u>Year ending December 31,</u>	<u>Amortization Expense</u>
2021	20,765
2022	20,765
2023	18,739
2024	16,651
2025	7,923
	<u>84,843</u>

9. Short-Term Borrowings

	<u>As of December 31,</u>	
	<u>2019</u>	<u>2020</u>
	<u>RMB</u>	<u>RMB</u>
Pledged bank loans (1)	—	40,000
Unsecured bank loans	9,000	1,000
	<u>9,000</u>	<u>41,000</u>

(1) As at December 31, 2020, the bank borrowings of RMB 40,000 was pledged by short-term investment of RMB 65,249 (see Note 5).

The weighted average interest rate for the outstanding borrowings was approximately 5.00% and 4.18% as of December 31, 2019 and 2020, respectively.

10. Operating Lease

The Group has operating leases primarily for office and operation space. The Group's operating lease arrangements have remaining terms of one year to five years with no variable lease costs.

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10. Operating Lease (Continued)

The Group performed evaluations of its contracts and determined that each of its identified leases are operating leases. The components of operating lease expense were as follows:

	Year Ended December 31,	
	2019	2020
	RMB	RMB
Operating lease costs	6,894	10,419
Expenses for short-term lease within 12 months	3,431	3,512
Total lease cost	10,325	13,931

Supplemental cash flow information related to leases is as follows:

	As of December 31,	
	2019	2020
	RMB	RMB
Operating lease right-of-use assets	11,996	26,217
Operating lease liabilities - current	5,555	13,039
Operating lease liabilities - non-current	6,149	13,231
Total lease liabilities	11,704	26,270

	Year Ended December 31,	
	2019	2020
	RMB	RMB
Cash paid for amounts included in the measurement of lease liabilities	7,619	11,378
Right-of-use assets obtained in exchange for operating lease liabilities	12,743	16,925
Weighted average remaining lease term	2.31	2.92
Weighted average discount rate	4.92%	4.94%

Maturities of lease liabilities are as follows:

	As of December 31,	
	2019	2020
	RMB	RMB
2020	5,963	—
2021	4,047	13,998
2022	2,325	8,664
2023	—	2,136
2024	—	1,904
2025	—	1,269
Total undiscounted operating lease payments	12,335	27,971
Less: imputed interest	(631)	(1,701)
Total	11,704	26,270

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11. Other Payable and Accrued Liabilities

	<u>As of December 31,</u>	
	<u>2019</u>	<u>2020</u>
	<u>RMB</u>	<u>RMB</u>
Salary and welfare payable	24,046	50,764
Taxes payable	687	5,896
Short-term rental payable	—	380
Others	542	1,783
	<u>25,275</u>	<u>58,823</u>

12. Related Party Balances and Transactions

The table below sets forth the major related parties and their relationships with the Group as of December 31, 2020:

<u>Name of related parties</u>	<u>Relationship with the Group</u>
Suzhou Yunzheng Technology Co., Ltd. (“Suzhou Yunzheng”)	Controlled by the Lu Xiaoyan (the Founder of the Company)

The Group had the following transactions with the major related parties:

	<u>Year Ended December 31,</u>	
	<u>2019</u>	<u>2020</u>
	<u>RMB</u>	<u>RMB</u>
<i>Purchase of service</i>		
Suzhou Yunzheng	<u>407</u>	<u>3,330</u>

There was no outstanding related party balance as at December 31, 2019 and 2020.

13. Taxation**(a) Value Added Tax (“VAT”) and Surcharges**

The Group is subject to VAT at the rate of 6% and 9% for the corporate learning solution and 6% for other revenue. 6% VAT rate applies to service revenue. 9% VAT rate applies to book sales revenue.

(b) Income Tax*Cayman Islands*

Under the current laws of the Cayman Islands, entities 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.

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13. Taxation (Continued)

(b) Income Tax (Continued)

British Virgin Islands

Under the current laws of the British Virgin Islands, entities incorporated in the British Virgin Islands are not subject to tax on their income or capital gains.

Hong Kong

Under the current Hong Kong Inland Revenue Ordinance, the Company's subsidiaries incorporated in Hong Kong are subject to a two-tiered profits tax rates regime. Under the two-tiered profits tax rates regime, the first HK\$2 million of profits of the qualifying group entity will be taxed at 8.25%, and profits above HK\$2 million will be taxed at 16.5%.

China

On March 16, 2007, the National People's Congress of PRC enacted a new Enterprise Income Tax Law ("new EIT law"), under which Foreign Investment Enterprises ("FIEs") and domestic companies would be subject to enterprise income tax at a uniform rate of 25%. The new EIT law became effective on January 1, 2008. In accordance with the implementation rules of EIT Law, a qualified "High and New Technology Enterprise" ("HNTE") is eligible for a preferential tax rate of 15%. The HNTE certificate is effective for a period of three years. An entity could re-apply for the HNTE certificate when the prior certificate expires.

Yunxuetang obtained its HNTE certificate on November 28, 2018 and was eligible to enjoy a preferential tax rate of 15% from 2019 to 2020 to the extent it has taxable income under the EIT Law, as long as it maintains the HNTE qualification and duly conducts relevant EIT filing procedures with the relevant tax authority.

The Group's other PRC subsidiaries, VIEs and VIEs' subsidiaries are subject to the statutory income tax rate of 25%.

According to relevant laws and regulations promulgated by the State Administration of Tax of the PRC effective from 2008 onwards, enterprises engaging in research and development activities are entitled to claim 150% of their qualified research and development expenses so incurred as tax deductible expenses when determining their assessable profits for the year ('Super Deduction'). The additional deduction of 50% of qualified research and development expenses can only be claimed directly in the annual EIT filing and subject to the approval from the relevant tax authorities. Effective from 2018 onwards, enterprises engaging in research and development activities are entitled to claim 175% of their qualified research and development expenses so incurred as tax deductible expenses. The additional deduction of 75% of qualified research and development expenses can be directly claimed in the annual EIT filing.

Withholding Tax on Undistributed Dividends

The new EIT Law also provides that an enterprise established under the laws of a foreign country or region but whose "actual management body" is located in the PRC be treated as a resident enterprise for PRC tax purposes and consequently be subject to the PRC income tax at the rate of 25% for its global income. The

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13. Taxation (Continued)

(b) Income Tax (Continued)

Withholding Tax on Undistributed Dividends (Continued)

Implementing Rules of the EIT Law merely define the location of the “actual management body” as “the place where the exercising, in substance, of the overall management and control of the production and business operation, personnel, accounting, property, etc., of a non-PRC company is located.” Based on a review of surrounding facts and circumstances, the Group does not believe that it is likely that its operations outside of the PRC should be considered a resident enterprise for PRC tax purposes. However, due to limited guidance and implementation history of the EIT Law, there is uncertainty as to the application of the EIT Law. Should the company be treated as a resident enterprise for PRC tax purposes, the company will be subject to PRC income tax on worldwide income at a uniform tax rate of 25%.

The new EIT law also imposes a withholding income tax of 10% on dividends distributed by an FIE to its immediate holding company outside of China, if such immediate holding company is considered as a non-resident enterprise without any establishment or place within China or if the received dividends have no connection with the establishment or place of such immediate holding company within China, unless such immediate holding company’s jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. According to the arrangement between Mainland China and Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion in August 2006, dividends paid by an FIE in China to its immediate holding company in Hong Kong will be subject to withholding tax at a rate of no more than 5% if the foreign investor owns directly at least 25% of the shares of the FIE and if Hong Kong company is a beneficial owner of the dividend. The State Taxation Administration (“SAT”) further promulgated SAT Public Notice [2018] No.9 regarding the assessment criteria on beneficial owner status.

As of December 31, 2019 and 2020, the Group does not have any plan for its PRC subsidiaries to distribute their retained earnings and intends to retain them to operate and expand its business in the PRC. Accordingly, no deferred income tax liabilities on withholding tax were provided as of December 31, 2019 and 2020.

Composition of Income Tax

The components of loss before tax are as follows:

	Year Ended December 31,	
	2019	2020
	RMB	RMB
Loss before tax		
Loss from PRC entities	(154,583)	(215,316)
Loss from overseas entities	(29,611)	(55,040)
Total loss before tax	<u>(184,194)</u>	<u>(270,356)</u>

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13. Taxation (Continued)**(b) Income Tax (Continued)***Composition of Income Tax (Continued)*

	Year Ended December 31,	
	2019 RMB	2020 RMB
Current income tax expense	—	(1,558)
Deferred income tax benefit	—	6,859
	<u>—</u>	<u>5,301</u>

Reconciliation of the Differences between Statutory Tax Rate and the Effective Tax Rate

Reconciliation of the differences between the statutory EIT rate applicable to losses of the consolidated entities and the income tax expenses of the Group:

	Year Ended December 31,	
	2019	2020
PRC Statutory income tax rate	25.0%	25.0%
Tax rate difference from statutory rate in other jurisdictions (1)	(4.0%)	(5.1%)
Effect of preferential tax rates and tax holiday (2)	0.2%	1.5%
Effect of permanent differences (3)	1.0%	1.0%
Change in valuation allowance	(22.2%)	(20.4%)
Effective tax rates	<u>—</u>	<u>2.0%</u>

- (1) The tax rate difference is attributed to varying rates in other jurisdictions where the Group is established or operates, such as the Cayman Islands, British Virgin Islands or Hong Kong.
- (2) Yunxuetang has been qualified as HNTE and enjoys a preferential income tax rate of 15% from 2018 to 2020. Since Yunxuetang had cumulative tax losses as of December 31, 2019 and 2020, there was no effect of the tax holiday.
- (3) The permanent differences are primarily related to additional tax deductions for qualified research and development expenses offset by non-deductible expenses.

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13. Taxation (Continued)**(c) Deferred Tax Assets and Deferred Tax Liabilities**

The tax effects of temporary differences that give rise to the deferred tax asset balances as of December 31, 2019 and 2020 are as follows:

	<u>As of December 31,</u>	
	<u>2019</u>	<u>2020</u>
	<u>RMB</u>	<u>RMB</u>
Deferred tax assets		
Net accumulated losses-carry forward	98,840	148,261
Deferred revenue	12,472	35,894
Property, equipment and software, net	22,299	19,548
Advertising expense in excess of deduction limit	1,132	838
Accounts receivables allowance	69	103
Other deductible temporary differences	426	1,537
Less: valuation allowance	(134,247)	(187,382)
Amounts offset by deferred tax liabilities	(991)	(4,263)
Total deferred tax assets, net	<u>—</u>	<u>14,536</u>

	<u>As of December 31,</u>	
	<u>2019</u>	<u>2020</u>
	<u>RMB</u>	<u>RMB</u>
Deferred tax liabilities		
Related to acquired net assets	—	21,110
Intangible assets, net	626	2,275
Prepaid expenses	365	1,988
Amounts offset by deferred tax assets	(991)	(4,263)
Total deferred tax liabilities, net	<u>—</u>	<u>21,110</u>

Movement of valuation allowance

	<u>Year Ended December 31,</u>	
	<u>2019</u>	<u>2020</u>
	<u>RMB</u>	<u>RMB</u>
Balance at beginning of the year	(94,763)	(134,247)
Addition through business combination	—	(739)
Changes of valuation allowance	(40,737)	(55,155)
Expired accumulated loss carry forward	1,253	2,759
Balance at end of the year	<u>(134,247)</u>	<u>(187,382)</u>

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13. Taxation (Continued)

(c) Deferred Tax Assets and Deferred Tax Liabilities (Continued)

As of December 31, 2020, net operating loss carry forwards from PRC entities will expire as follows:

<u>At December 31,</u>	<u>RMB</u>
2021	15,570
2022	29,754
2023	95,153
2024	219,867
2025	248,587
	<u>608,931</u>

As of December 31, 2020, the Group had tax losses carry forwards of approximately RMB 608,931 which mainly arose from its subsidiaries, consolidated VIEs and VIEs' subsidiaries established in the PRC. The tax losses carry forwards from PRC entities will expire during the period from 2021 to 2025.

14. Ordinary Shares

On January 20, 2017, the Company was incorporated as an exempted company with limited liability with authorized share capital of US\$50,000 divided into 500,000,000 shares with par value US\$0.0001 each.

In addition, 56,179,775 ordinary shares were issued to the Initial Ordinary Shareholders on May 4, 2017 as part of the Reorganization to swap the Initial Ordinary Shareholders' equity interests in Yunxuetang with the shareholding interests in the Company.

The Company amended the numbers of its ordinary shares authorized as 493,344,264, 467,924,866, 433,071,251 and 420,874,891 upon the issuance of Series A-1; Series C-1; Series D-1 and Series C-2; Series A-4 and Series D-2 convertible redeemable preferred shares in November 2017, September 2018, January 2020 and June 2020, respectively.

On June 24, 2020, The Company re-designated 6,943,638 ordinary shares to Series D convertible redeemable preferred shares after the Initial Ordinary Shareholder transferred the ordinary share to the Series D convertible redeemable preferred shares investor.

As of December 31, 2019 and 2020, the Company had in aggregate of 56,179,775 ordinary shares and 49,236,137 ordinary shares issued and outstanding, at a par value of US\$0.0001.

15. Convertible Redeemable Preferred Shares

On November 3, 2017, the Company entered into a shares purchase agreement with certain investors, pursuant to which 6,655,736 Redeemable Convertible Series A-1 Preferred Shares (the "Series A Preferred Shares", "Series A-1 Preferred Shares") were issued on November 3, 2017 for an aggregated consideration of US\$8,500,000. The investors were also granted Series A Warrant allowing them to purchase 3,132,111 additional series A preferred shares at the price of \$1.277/share within 18 months after the closing. The warrant was

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15. Convertible Redeemable Preferred Shares (Continued)

separately transferrable. The Company incurred issuance costs of US\$ 101 in connection with the offering of Series A-1 Preferred Shares and Series A Warrant.

On July 26, 2018 and September 7, 2018, the Series A Warrant holders exercised Series A Warrant to purchase 1,566,056 Redeemable Convertible Series A-2 Preferred Shares (the “Series A Preferred Shares”, “Series A-2 Preferred Shares”) and 1,566,055 Redeemable Convertible Series A-3 Preferred Shares (the “Series A Preferred Shares”, “Series A-3 Preferred Shares”), respectively. The total consideration was US\$4,000.

On June 24, 2020, the Company and its subsidiaries entered into a series of share purchase agreements and acquired 60% of the shares of CEIBS Publishing Group. The Company and its subsidiaries obtained control of CEIBS Publishing Group. As part of the consideration, the Company issued 5,252,723 Redeemable Convertible Series A-4 Preferred Shares (the “Series A Preferred Shares”, “Series A-4 Preferred Shares”) to the selling shareholders. Refer to Note 4 for more details about the business combination.

On July 30, 2019, the Company issued 7,085,330 Redeemable Convertible Series B Preferred Shares (the “Series B Preferred Shares”) for an aggregated consideration of US\$10,595 (equivalent to RMB70,000) pursuant to a share purchase agreement entered into with certain investors. No issuance cost was incurred in connection with the offering of Series B Preferred Shares. These investors injected consideration of RMB60,000 in December 2017 and RMB10,000 in January 2018 into Yunxuetang, respectively, when these investors were warranted to the subscription of the Series B Preferred Shares based on fair value at the time. Accordingly, the proceeds received were recorded as warrant liability and subsequently measured at fair value with changes in fair value recorded in the consolidated statements of comprehensive loss. The warrant liability was reclassified to mezzanine equity upon issuance of Series B Preferred Shares on July 30, 2019 after the investors’ completion of the overseas direct investment administrative processes. The Group recognized a loss of RMB3,983 from the change in fair value of the warrant liability up to July 30 in the year of 2019.

On September 10, 2018, the Company entered into a shares purchase agreement with certain investors, pursuant to which 15,201,956 Redeemable Convertible Series C-1 Preferred Shares (the “Series C Preferred Shares”, “Series C-1 Preferred Shares”) were issued on September 10, 2018 for an aggregated consideration of US\$30,000. The investors were also granted Series C Warrant allowing them to purchase no more than US\$20,000 Series C preferred shares upon the occurrence of the two scenarios below (whichever occurs first)

- (a) the completion of the next equity financing at the price of 85% of the per share purchase price of the shares to be issued by the Company in the next equity financing but no lower than the per share issuance price of the Series C-1 Purchased Shares, or
- (b) eighteenth (18th)-month anniversary after the closing at a price agreed upon by the Company and Series C Warrant holder in writing which shall be no lower than the per share issuance price of the Series C-1 Purchased Shares

The Company incurred issuance costs of US\$1,134 in connection with the offering of Series C-1 Preferred Share and Series C Warrant. The warrant is separately transferrable.

On January 15, 2020, the Series C Warrant holders exercised Series C Warrant to purchase 8,584,634 Redeemable Convertible Series C-2 Preferred Shares (the “Series C Preferred Shares”, “Series C-2 Preferred Shares”). The total consideration was US\$20,000.

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15. Convertible Redeemable Preferred Shares (Continued)

On January 15, 2020, the Company entered into a shares purchase agreement with certain investors, pursuant to which 26,268,981 Series D-1 Preferred Shares (the “Series D Preferred Shares”, “Series D-1 Preferred Shares”) were issued on January 15, 2020 for an aggregated consideration of US\$72,000. The Company incurred issuance costs of US\$2,386 in connection with the offering of Series D-1 Preferred Shares.

On June 24, 2020, a Series D-1 Preferred Shareholder acquired 6,943,638 ordinary shares from one of the original shareholder at the price of \$2.33/share and these shares were re-designated into Series D-2 preferred shares (the “Series D Preferred Shares”, “Series D-2 Preferred Shares”) after transfer. In this share transaction, the Company didn’t receive any consideration. The re-designation was approved through the Company’s shareholder resolution.

The Series A, B, C and D Preferred Shares are collectively referred to as the Preferred Shares. The holders of Preferred Shares are collectively referred to as the Preferred Shareholders. The key terms of the Preferred Shares issued by the Company are as follows:

Redemption Rights

At any time commencing on a date when certain events specified in the shareholders’ agreement (the “Redemption Start Date”) occurred, any holders of the then outstanding Series A, B, C, D Preferred Shares may request a redemption of specified number of Preferred Shares of such series as determined by the shareholder. On receipt of a redemption request from the holders, the Company shall redeem all of the Preferred Shares requested.

The Redemption Start Date of Preferred Shares have been amended for a number of times historically. If any holder of any series of Preferred Shares exercises its redemption right, any holder of other series of Preferred Shares shall have the right to exercise the redemption of its series at the same time.

For Series A-1, A-2, A-3 and Series B Preferred Shares, the price at which each Preferred Share shall be redeemed shall equal to the higher of (a) and (b) below:

- (a) The 150% or 200% of original Preferred Shares issue price for such series and declared but unpaid dividends depend on certain circumstance specified in the shareholders’ agreement.
- (b) The fair market value of the relevant series of Preferred Shares on the date of redemption.

For Series A-4, C-1 and C-2 Preferred Shares, the price at which each Preferred Share shall be redeemed shall equal to the original Preferred Shares issue price for such series plus 8% compound interest per annum (calculated from the issuance dates of the respective series of Preferred Shares) and declared but unpaid dividends.

For Series D-1 and D-2 Preferred Shares, the price at which each Preferred Share shall be redeemed shall equal to the original Preferred Shares issue price for such series plus 12% compound interest per annum (calculated from the issuance dates of the respective series of Preferred Shares) and declared but unpaid dividends.

If on the redemption date triggered by the occurrence of any redemption event, the Company’s assets or funds which are legally available are insufficient to pay in full the aggregate redemption price for Preferred

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15. Convertible Redeemable Preferred Shares (Continued)

Redemption Rights (Continued)

Shares requested to be redeemed, upon the request of a redeeming shareholder, the Company shall execute and deliver a promissory note, bearing an interest of ten percent (10%) per annum and with repayment of the principal and interest to be made on a monthly basis. Preferred Shares subject to redemption with respect to which the Company has become obligated to pay the redemption price but which it has not paid in full shall continue to have all the rights and privileges which such Preferred Shareholders had prior to such date, until the redemption price has been paid in full with respect to such Preferred Shares.

Conversion Rights

Optional Conversion

Each Preferred Share is convertible, at the option of the holder, at any time after the date of issuance of such Preferred Shares according to a conversion ratio, subject to adjustments for dilution, including but not limited to stock splits, stock dividends and capitalization and certain other events. Each Preferred Share is convertible into a number of ordinary shares determined by dividing the applicable original issuance price by the conversion price (initially being 1 to 1 conversion ratio). The conversion price of each Preferred Share is the same as its original issuance price and no adjustments to conversion price have occurred so far.

Automatic Conversion

Each Preferred Share shall automatically be converted into ordinary shares, at the then applicable preferred share conversion price upon (i) closing of a Qualified Initial Public Offering or (ii) the written approval of the holders of a majority of each series of Preferred Shares (calculated and voting separately in their respective single class on an as-converted basis)

Upon the issuance of the Series A Preferred Shares, a “Qualified IPO” was defined as an initial public offering with gross offering proceeds no less than US\$100 million and implied market capitalization of the Company of no less than US\$500 million prior to such initial public offering. Upon the issuance of the Series B&C-1, C-2 Preferred Shares, the gross offering proceeds and market capitalization criteria for a “Qualified IPO” was increased to US\$160 million and US\$800 million respectively. Upon the issuance of the Series D-1, D-2, D-3 Preferred Shares, for a “Qualified IPO”, the gross offering proceeds was US\$160 million and the market capitalization was the higher of the balance compounded at the annual rate of return of 25% from the original investment and US\$800 million, if IPO occurred within 5 years, or US\$1,000 million, if IPO occurred after 5 years.

Voting Rights

Each Preferred Share has voting rights equivalent to the number of common shares to which it is convertible at the record date. Each Preferred Share shall be entitled to that number of votes corresponding to the number of ordinary shares on an as-converted basis. The holders of Preferred Shares and ordinary shares shall vote together as a single class.

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15. Convertible Redeemable Preferred Shares (Continued)

Dividend Rights

Each Preferred Share shall have the right to receive dividends, on an as-converted basis, when, as and if declared by the Board. No dividend shall be paid on the ordinary shares at any time unless and until all dividends on the Preferred Shares have been paid in full. No dividends on preferred and ordinary shares have been declared since the issuance date until December 31, 2020.

Liquidation Preferences

In the event of any liquidation (unless waived by the Preferred Shareholders) including deemed liquidation (i.e. change of control, etc.), dissolution or winding up of the Company, holders of the Preferred Shares shall be entitled to receive the liquidation value in the sequence of Series D Preferred Shares, Series C Preferred Shares, Series B and Series A Preferred Shares (Series B and Series A preferred shares share the same sequential position). After such liquidation amounts have been paid in full, any remaining funds or assets of the Company legally available for distribution to shareholders shall be distributed on a pro rata, pari passu basis among the holders of the Preferred Shares, on an as-converted basis, together with the holders of the ordinary shares.

For Series D Preferred Shares, liquidation value equals the original Preferred Shares issue price for such series plus 12% compound interest per annum (calculated from the issuance dates of the respective series of Preferred Shares) and declared but unpaid dividends

For Series C Preferred Shares, liquidation value equals the original Preferred Shares issue price for such series plus 8% compound interest per annum (calculated from the issuance dates of the respective series of Preferred Shares) and declared but unpaid dividends.

For Series B and Series A Preferred Shares, liquidation value equals the 150% of the original Preferred Shares issue price and declared but unpaid dividends.

Accounting for Preferred Shares

The Company classified the Preferred Shares in the mezzanine section of the Consolidated Balance Sheets because they were redeemable at the holders' option any time after a certain date and were contingently redeemable upon the occurrence of certain liquidation event outside of the Company's control. The conversion feature of Series A-1, A-2, A-3 and B Preferred Shares and liquidation preferences feature of Series A-1, A-2, A-3, A-4 and B Preferred Shares as mentioned below, are initially measured at its fair value, respectively, and the initial carrying value for the Preferred Shares are allocated on a residual basis, net of issuance costs. There were no beneficial conversion features for the Preferred Shares.

For each reporting period, the Company accretes the carrying amount of the Preferred Shares to the redemption value. For Series A-1, A-2, A-3 and Series B Preferred Shares the redemption value is the higher of (1) 150% of the original preferred shares issue price of such series, or (2) the fair market value of the Preferred Shares of such series on the reporting date. For Series A-4, C-1, C-2, D-1 and D-2 Preferred Shares the redemption value is the result of using effective interest rate method to accrete the Preferred Shares to the redemption prices on the optional redemption date. The accretion is recorded against retained earnings, or in the absence of retained earnings, by charges against additional paid-in-capital, or in the absence of additional

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15. Convertible Redeemable Preferred Shares (Continued)

Accounting for Preferred Shares (Continued)

paid-in-capital, by charges to accumulated deficit. For the years ended December 31, 2019 and 2020, the accretion of the Preferred Shares was RMB74,840 and RMB302,811, respectively.

The Group has determined that, under the whole instrument approach, host contract of the Preferred Shares is more akin to a debt host, given the Preferred Shares holders have potential creditors' right in the event of insufficient fund upon redemption, along with other debt-like features in the terms of the Preferred Shares, including the redemption rights. The conversion feature that is embedded in the Series A-1, A-2, A-3 and B Preferred Shares is required to be bifurcated and accounted for as derivative liability, due to the optional redemption settlement mechanism could give rise to net settlement of the conversion provision in cash if fair market value of relevant series of the Preferred Shares on the date of the redemption is higher than the fixed redemption amount, instead of the settlement by delivery of the ordinary shares of the Company. Thus, the conversion feature is a derivative instrument subject to ASC 815-10-15, also this equity-like feature is not considered clearly and closely related to the debt host of the Preferred Shares and should be bifurcated and accounted for as derivative liability. The fair value of the derivative liability of conversion feature was RMB29,853 initially, and subsequently was marked to market value of RMB74,212 and RMB130,631 as at December 31, 2019 and 2020, respectively.

Also, the Group has determined that, certain debt-like liquidation features (i.e. change of control, etc.) with which the Series A-1, A-2, A-3, A-4 and B Preferred Shares holders shall be entitled to receive a per share amount equal to 150% of the original preferred share issuance price of the respective series of the Preferred Shares, involve a substantial premium, and could accelerate the repayment of the contractual principal amount as it is contingently exercisable in accordance with ASC 815-15-25-42. Thus, the liquidation features are considered not to be clearly and closely related to the debt host, and are accounted for as derivative liabilities, too. The Group determined the fair value of these derivative liabilities with the assistance of an independent appraiser and concluded that the fair value of the bifurcated liquidation features was insignificant, both initially and subsequently, at the end of each reporting period presented.

Accounting for Series C Warrant Liability

The Group classified the warrant as financial liabilities under ASC 480 as the warrants conditionally obligated the Group to ultimately transfer assets. For the warrants issued in connection with the Series A and C Preferred Shares, the proceeds were allocated to the warrant and the Series A and C preferred shares based on their fair value, respectively. The warrants were subsequently measured at fair value with changes in fair value recorded in the consolidated statements of comprehensive loss. The warrants were re-measured to the date when the investors exercised the warrants.

The fair value of the warrant to purchase Series C Redeemable Convertible Preferred Shares at the issuance date is RMB5,047. The Group recognized a gain of RMB1,124 and RMB536 from the change in fair value of the warrant liability for the years ended December 31, 2019 and 2020, respectively.

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15. Convertible Redeemable Preferred Shares (Continued)

Accounting for Series C Warrant Liability (Continued)

For years ended December 31, 2019 and 2020, the roll forward of these conversion features which required to be bifurcated and accounted for as derivative liabilities and the roll forward of the warrant liabilities are as follows:

	Year Ended December 31,						
	2019 RMB				2020 RMB		
	Series B warrant liability	Series C warrant liability	Conversion feature	Total	Series C warrant liability	Conversion feature	Total
Balance at beginning of year	90,293	4,183	27,701	122,177	3,059	74,212	77,271
The change in fair value	3,983	(1,124)	26,815	29,674	(536)	56,419	55,883
Reclassification due to issuance of Series B convertible redeemable preferred shares	(94,276)	—	—	(94,276)	—	—	—
Bifurcation of conversion feature	—	—	19,696	19,696	—	—	—
Exercise of warrant	—	—	—	—	(2,523)	—	(2,523)
Balance at end of year	—	3,059	74,212	77,271	—	130,631	130,631

Modification of Preferred Shares

The Group assesses whether an amendment to the terms of its convertible redeemable preferred shares is an extinguishment or a modification based on a qualitative evaluation of the amendment. If the amendment adds, removes, significantly changes to a substantive contractual term or to the nature of the overall instrument, the amendment results in an extinguishment of the preferred shares. The Group also assess if the change in terms results in value transfer between Preferred Shareholders or between Preferred Shareholders and ordinary shareholders.

When convertible redeemable preferred shares are extinguished, the difference between the fair value of the consideration transferred to the convertible redeemable Preferred Shareholders and the carrying amount of such preferred shares (net of issuance costs) is treated as a deemed dividend to the Preferred Shareholders. When convertible redeemable preferred shares are modified and such modification results in value transfer between Preferred Shareholders and ordinary shareholders, the change in fair value resulted from the amendment is treated as a deemed dividend to or from the Preferred Shareholders.

On January 15, 2020, the Redemption Start Date of Series A, B and C preferred shares was extended from September 10, 2022 to January 15, 2025, which is to be in line with the optional redemption date of Series D Preferred Shares. In the meantime, the market capitalization criteria for a “Qualified IPO” was increased from US\$800 million to the higher of the balance compounded at the annual rate of return of 25% from the original investment and US\$800 million, if IPO occurred within 5 years, or US\$1,000 million, if IPO occurred after 5 years.

The Group evaluated the modification in accordance with its accounting policy and concluded that they are modifications, rather than extinguishment, of Preferred Shares, which resulted in transfer of value amongst

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15. Convertible Redeemable Preferred Shares (Continued)

Modification of Preferred Shares (Continued)

Preferred Shareholders and ordinary shareholders. The Company assessed the impact on the fair value of Preferred Shares and ordinary shares, which also supported the assessment that the modification resulted in value transfer amongst Preferred Shareholders and ordinary shareholders. The change in fair value of Preferred Shares before and after the modification on January 15, 2020 was RMB8,971 and was recorded as deemed dividend from ordinary shareholders to Preferred Shareholders.

On June 24, 2020, Series D-1 investor acquired 6,943,638 ordinary shares from one of the original shareholders and these shares were re-designated as Series D-2 preferred shares after transfer. Considerations were directly transferred from the new shareholder to the original shareholder based on mutually agreed share price and the Company received no consideration upon the re-designation of new preferred shares. The Group allowed investors to receive redeemable preferred shares without paying the Group any consideration. In this circumstance, ordinary shareholders gave up their benefit to maintain the new investors. Thus, it should be treated as a deemed contribution from ordinary shareholders to the preferred shareholders. Accounting treatment is made for value transfer from ordinary shareholders to preferred shareholders. The difference between the fair value of the Series D-2 preferred share (booked to mezzanine equity) and the fair value of the ordinary shares on the date of re-designation is charged to paid-in-capital, or in the absence of additional paid-in-capital, by charges to accumulated deficit.

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15. Convertible Redeemable Preferred Shares (Continued)

Modification of Preferred Shares (Continued)

The Company's Preferred Shares activities for the years ended December 31, 2019 and 2020 are summarized below:

	Series A Shares		Series B Shares		Series C Shares		Series D Shares		Total	
	Number of shares	Amount (RMB)	Number of shares	Amount (RMB)	Number of shares	Amount (RMB)	Number of shares	Amount (RMB)	Number of shares	Amount (RMB)
Balance as of January 1, 2019	9,787,847	120,440	—	—	15,201,956	197,952	—	—	24,989,803	318,392
Issuance of Series B convertible redeemable preferred shares	—	—	7,085,330	74,580	—	—	—	—	7,085,330	74,580
Accretion on convertible redeemable preferred shares to redemption value	—	23,718	—	31,635	—	19,487	—	—	—	74,840
Balance as of December 31, 2019	9,787,847	144,158	7,085,330	106,215	15,201,956	217,439	—	—	32,075,133	467,812
Issuance for cash	—	—	—	—	8,584,634	137,690	26,268,981	495,689	34,853,615	633,379
Issuance costs paid	—	—	—	—	—	—	—	(16,488)	—	(16,488)
Exercise of Series C warrants	—	—	—	—	—	2,523	—	—	—	2,523
Re-designation to Series D convertible redeemable preferred shares from Initial Ordinary Shareholders' contribution	—	—	—	—	—	—	6,943,638	138,995	6,943,638	138,995
Issuance for acquisition of a subsidiary	5,252,723	94,755	—	—	—	—	—	—	5,252,723	94,755
Accretion on convertible redeemable preferred shares to redemption value	—	121,661	—	84,036	—	30,656	—	66,458	—	302,811
Balance as of December 31, 2020	15,040,570	360,574	7,085,330	190,251	23,786,590	388,308	33,212,619	684,654	79,125,109	1,623,787

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16. Fair Value Measurements

As of December 31, 2019 and 2020, information about inputs into the fair value measurement of the Group's assets and liabilities that are measured or disclosed at fair value on a recurring basis in periods subsequent to their initial recognition is as follows:

Description	Fair value as of December 31, 2019 RMB	Fair value measurement at reporting date using		
		Quoted prices in active markets for identical assets (Level 1) RMB	Significant other observable inputs (Level 2) RMB	Significant unobservable inputs (Level 3) RMB
Liabilities:				
Derivative liabilities				
Conversion feature	74,212	—	—	74,212
Warrant liability	3,059	—	—	3,059
Total liabilities	77,271	—	—	77,271

Description	Fair value as of December 31, 2020 RMB	Fair value measurement at reporting date using		
		Quoted prices in active markets for identical assets (Level 1) RMB	Significant other observable inputs (Level 2) RMB	Significant unobservable inputs (Level 3) RMB
Assets:				
Short-term investments				
Time deposits	296,445	—	296,445	—
Wealth management products	35,077	—	35,077	—
Total assets	331,522	—	331,522	—
Liabilities:				
Derivative liability				
Conversion feature	130,631	—	—	130,631

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 measures fair value using valuation techniques that use, when possible, current market-based or independently sourced market parameters, such as interest rates and currency rates. Following is a description of the valuation techniques that the Group uses to measure the fair value of assets and liabilities that the Group reports in its Consolidated Balance Sheets at fair value.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

Short-term Investments

Short-term investment consists of wealth management products and time deposits, which are valued by the Group on a recurring basis. The Group values its short-term wealth management products investments and time deposits held in certain banks using model-derived valuations based upon discounted cash flow, in which significant inputs, mainly including expected return, are observable or can be derived principally from, or corroborated by, observable market data, and accordingly, the Group classifies the valuation techniques that use

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16. Fair Value Measurements (Continued)

Assets and Liabilities Measured at Fair Value on a Recurring Basis (Continued)

Short-term Investments (Continued)

these inputs as Level 2. The expected return of the financial products was determined based on the prevailing interest rates in the market.

Derivative Liabilities

Warrant

The warrant is not traded in an active securities market, and as such, with the assistance from an independent valuation firm, the Group estimated its fair value using the binomial option pricing model as of December 31, 2019 and January 15, 2020, the date of exercise, using the following main assumptions:

	As of December 31, 2019	As of January 15, 2020
Risk-free rate of return	1.64%	Nil
Expected volatility	30.0%	Nil
Expected dividend yield	0.00%	Nil
Fair value of underlying Series C Redeemable Convertible Preferred Shares (US\$)	2.33	2.37
Expected term (years)	0.04	Nil

The warrant's fair value consists of its intrinsic value and time value. The intrinsic value is the difference between exercise price of the warrant and the estimated fair value of the underlying security as of each reporting date. The time value reflects the potential for the warrant's intrinsic value at expiration to be greater than its current intrinsic value. The intrinsic value normally increases along with the growth of the fair value of the underlying security while time value decreases as it approaches its expiration date as there is less time for the underlying security to move favorably.

Conversion Feature

Significant factors, assumptions and methodologies used in determining the business valuation include applying the discounted cash flow approach, and such approach involves certain significant estimates which are as follows:

	As of December 31, 2019	As of December 31, 2020
Discount rate	19.0%	18.0%
DLOM	16.0%	13.0%

Discount Rates

The discount rates listed out in the table above were based on the weighted average cost of capital, which was determined based on a consideration of the factors including risk-free rate, comparative industry risk, equity risk premium, company size and non-systemic risk factors.

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16. Fair Value Measurements (Continued)

Assets and Liabilities Measured at Fair Value on a Recurring Basis (Continued)

Derivative Liabilities (Continued)

Conversion Feature (Continued)

Comparable Companies

In deriving the weighted average cost of capital used as the discount rates under the income approach, certain publicly traded companies were selected for reference as our guideline companies. The guideline companies were selected based on the following criteria: (i) they operate in the SaaS industry and (ii) their shares are publicly traded in the United States, Hong Kong and China.

Discount for Lack of Marketability, or DLOM.

The Black-Scholes option pricing model and Finnerty's Average Strike put options model was used. In these models, the cost of the put option, which can hedge the price change before the privately held shares can be sold, was considered as a basis to determine the DLOM. This option pricing method was used because it takes into account certain company-specific factors, including the timing of the expected initial public offering and the volatility of the share price of the guideline companies engaged in the same industry.

The income approach involves applying appropriate discount rates to estimated cash flows that are based on earnings forecasts. Our revenues and earnings growth rates, as well as major milestones that the Group have achieved. However, these fair values are inherently uncertain and highly subjective. The assumptions used in deriving the fair values are consistent with our business plan. These assumptions include: no material changes in the applicable future periods in the existing political, legal, fiscal or economic conditions in China; no material changes will occur in the current taxation law in China and the applicable tax rates will remain consistent; the Group have the ability to retain competent management and key personnel to support our ongoing operations; and industry trends and market conditions for the corporate training service business will not deviate significantly from current forecasts. These assumptions are inherently uncertain.

Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis

See Note 4, Business Combinations, and Note 8, Intangibles assets, net, to our consolidated financial statements for fair value measurements of certain assets and liabilities on a non-recurring basis.

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17. Net Loss Per Share

Basic and diluted net loss per share for each of the years/periods presented are calculated as follows:

	Year Ended December 31, 2019 RMB	Year Ended December 31, 2020 RMB
Numerator:		
Net loss attributable to YXT.COM Group Holding Limited	(182,237)	(258,350)
Accretion on convertible redeemable Preferred Shares	(74,840)	(302,811)
Deemed dividend to convertible redeemable preferred shares holders (Note 15)	—	(147,961)
Net loss attributable to ordinary shareholders	(257,077)	(709,122)
Denominator:		
Weighted average number of ordinary shares		
—Basic and diluted	56,179,775	52,575,154
Net loss per share attributable to ordinary shareholders:		
—Basic and diluted	(4.58)	(13.49)

Basic net loss per share is computed using the weighted average number of ordinary shares outstanding during the period. Diluted net loss per share is computed using the weighted average number of ordinary shares and dilutive potential ordinary shares outstanding during the period.

For the years ended December 31, 2019 and 2020, assumed conversion of the Preferred Shares have not been reflected in the dilutive calculations pursuant to ASC 260, “Earnings Per Share,” due to the anti-dilutive effect. For the years ended December 31, 2019 and 2020, the Company had potential ordinary shares, including Preferred Shares. As the Group incurred losses for the years ended December 31, 2019 and 2020, these potential ordinary shares were anti-dilutive and excluded from the calculation of diluted net loss per share of the Company. The weighted-average numbers of Preferred Shares excluded from the calculation of diluted net loss per share of the Company were 27,979,230 and 71,073,672 as of December 31, 2019 and 2020 (Note 15).

18. Commitments and Contingencies*Commitments*

The Group has outstanding commitments on several non-cancellable operating lease agreements. Operating lease commitment within one year or less lease term, for which the Group elected not recognize any lease liability or right-of-use asset, and operating lease contracts which lease commencement date has not been started yet, therefore not yet reflected in the condensed consolidated financial statements as of December 31, 2019 and 2020 were RMB1,421 and RMB1,462, respectively.

Contingencies

Prior to the acquisition (Note 4), CEIBS has entered into a quitclaim with CEIBS Publishing Group Limited and stated that it relinquishes and waives all of its rights in relevant intellectual properties and authorizes CEIBS Publishing Group Limited the exclusive right to file for relevant trademark registration and use such intellectual properties worldwide (the “Quitclaim”). In 2021, CEIBS filed a winding up petition with the High Court of Hong

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18. Commitments and Contingencies (Continued)

Contingencies (Continued)

Kong (the “Winding-up Proceedings”), seeking to wind up CEIBS Publishing Group Limited and to terminate the Quitclaim. CEIBS filed this petition on the basis that, amongst others, (i) the Share Transfer circumvented and was in breach of a right-of-first-offer provision, which requires a shareholder to give notice to other shareholders before it transfers its shares to a transferee who is neither another shareholder or an affiliate of a shareholder; (ii) the Share Transfer has caused a complete and irretrievable breakdown of mutual trust and confidence in the cooperation of CEIBS Publishing Group Limited among the parties; (iii) CEIBS had the right to withdraw the sole and exclusive rights over the trademarks granted to CEIBS Publishing Group Limited when there are significant changes to the shareholder structure of CEIBS Publishing Group Limited based on the memorandum of understanding agreed among the parties; and (iv) the Group infringed its intellectual property rights by using “CEIBS” related trademarks outside the agreed scope under the Quitclaim.

As advised by the Group’s litigation counsel, the Group believes that the claims of CEIBS above lack merit and the likelihood for the Winding-up Proceedings to succeed is relatively remote based on the currently available information. However, at this initial stage, the Group cannot predict whether the outcome of the above claims, in whole or in part, may result in a loss, if any. Therefore, an estimate of the amount or range of reasonably possible losses cannot be made at this stage.

19. Subsequent Events

The Group has evaluated subsequent events through July 16, 2021, which is the date these consolidated financial statements are available to be issued.

On January 25, 2021, the Company entered into a shares purchase agreement with certain investors, pursuant to which 16,883,753 Redeemable Convertible Series E-1 Preferred Shares were issued for an aggregated consideration of US\$90,000. The Company incurred issuance costs of US\$ 1,625 in connection with the offering of Series E-1 Preferred Shares.

On January 25, 2021, a Series E-1 Preferred Share investor acquired 3,939,542 ordinary shares from one of the original shareholders and these shares were re-designated into Series D-3 Preferred Shares after transfer (“Series D-3 Transfer”). In the share transaction, the Company did not receive any consideration. Similar to the Series D-2 Transfer, in Series D-3 Transfer, ordinary shareholder gave up their benefit to maintain the new investor. The re-designation was approved through the Company’s shareholder resolution.

On March 22, 2021, the Company entered into a share purchase agreement with certain investors, pursuant to which 9,533,565 Series E-2 Redeemable Convertible Preferred Shares were issued for an aggregated consideration of US\$64,328. The Company incurred issuance costs of US\$ 1,123 in connection with the offering of Series E-2 Preferred Shares.

20. Statutory Reserves and Restricted Net Assets

Pursuant to laws applicable to entities incorporated in the PRC, the Group’s subsidiaries and consolidated VIE in the PRC must make appropriations from after-tax profit to non-distributable reserve funds. These reserve

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20. Statutory Reserves and Restricted Net Assets (Continued)

funds include one or more of the following: (i) a general reserve, (ii) an enterprise expansion fund and (iii) a staff bonus and welfare fund. Subject to certain cumulative limits, the general reserve fund requires an annual appropriation of 10% of after tax profit (as determined under accounting principles generally accepted in the PRC at each year-end) until the accumulative amount of such reserve fund reaches 50% of a company's registered capital, the other fund appropriations are at the subsidiaries' discretion. These reserve funds can only be used for specific purposes of enterprise expansion and staff bonus and welfare and are not distributable as cash dividends. During the years ended December 31, 2019 and 2020, nil and RMB142 statutory reserve have been made by the Group. Statutory reserve of RMB4,180 has been made by the CEIBS Publishing Group's VIEs before the acquisition and has been included in the Group's consolidated financial statements since the Acquisition.

For the year ended December 31, 2020, the Group performed a test on the restricted net assets of subsidiaries and VIE in accordance with Securities and Exchange Commission Regulation S-X Rule 4-08 (e) (3), "General Notes to Financial Statements" and concluded that the restricted net assets exceeded 25% of the consolidated net assets of the Group as of December 31, 2020 and the condensed financial information of the Company are required to be presented.

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20. Statutory Reserves and Restricted Net Assets (Continued)**Condensed Financial Information of the Parent Company***Balance Sheet*

	As of December 31, 2019 RMB	As of December 31, 2020 RMB
ASSETS		
Cash and cash equivalents	1,604	43,801
Short-term investments	—	195,709
Amounts due from the Group companies	233,217	334,813
Total assets	<u>234,821</u>	<u>574,323</u>
LIABILITIES, MEZZANINE EQUITY AND SHAREHOLDERS' DEFICIT		
Amounts due to the Group companies	7,321	20,820
Investment deficit in subsidiaries and VIEs	273,036	90,790
Other payable and accrued liabilities	—	14,724
Derivative liabilities	77,271	130,631
Total liabilities	<u>357,628</u>	<u>256,965</u>
Mezzanine equity		
Series A convertible redeemable preferred shares (US\$0.0001 par value, 9,787,847 and 15,040,570 shares and authorized, issued and outstanding as of December 31, 2019 and 2020, respectively)	144,158	360,574
Series B convertible redeemable preferred shares (US\$0.0001 par value, 7,085,330 shares authorized, issued and outstanding as of December 31, 2019 and 2020)	106,215	190,251
Series C convertible redeemable preferred shares (US\$0.0001 par value, 15,201,956 and 23,786,590 shares authorized, issued and outstanding as of December 31, 2019 and 2020, respectively)	217,439	388,308
Series D convertible redeemable preferred shares (US\$0.0001 par value, nil and 33,212,619 shares authorized, issued and outstanding as of December 31, 2019 and 2020, respectively)	—	684,654
Total mezzanine equity	<u>467,812</u>	<u>1,623,787</u>
Shareholders' deficit		
Ordinary shares (US\$0.0001 par value 467,924,866 shares and 420,874,891 shares authorized as of December 31, 2019 and 2020, respectively; 56,179,775 shares and 49,236,137 shares issued and outstanding as of December 31, 2019 and 2020, respectively)	39	34
Additional paid-in capital	44,790	—
Accumulated other comprehensive income/(loss)	81	(15,573)
Accumulated deficit	(635,529)	(1,290,890)
Total shareholders' deficit	<u>(590,619)</u>	<u>(1,306,429)</u>
Total liabilities, mezzanine equity and shareholders' deficit	<u>234,821</u>	<u>574,323</u>

YXT.COM GROUP HOLDING LIMITED
(Formerly known as Unicentury Group Holding Limited)

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(All amounts in thousands, except for share and per share data, unless otherwise noted)

20. Statutory Reserves and Restricted Net Assets (Continued)**Condensed Financial Information of the Parent Company (Continued)***Statement of Comprehensive Loss*

	Year Ended December 31, 2019	Year Ended December 31, 2020
	RMB	RMB
General and administrative	(74)	(695)
Share of loss of subsidiaries and VIEs	(152,644)	(202,907)
Loss from operation	(152,718)	(203,602)
Interest expense, net	155	998
Investment income	—	137
Change in fair value of derivative liabilities	(29,674)	(55,883)
Loss before income tax expense	(182,237)	(258,350)
Net loss	(182,237)	(258,350)
Accretion of convertible redeemable preferred shares	(74,840)	(302,811)
Deemed dividend to preferred shareholders due to modifications and re-designation	—	(147,961)
Net loss attributable to ordinary shareholders	(257,077)	(709,122)

Statement of Cash Flows

	Year Ended December 31, 2019	Year Ended December 31, 2020
	RMB	RMB
Net cash generated from operating activities	—	—
Net cash used in investing activities	(122,756)	(572,540)
Net cash generated from financing activities	—	630,391
Effect of exchange rate changes on cash and cash equivalents	(675)	(15,654)
Net (decrease)/increase in cash and cash equivalents	(123,431)	42,197
Cash and cash equivalents at beginning of the year	125,035	1,604
Cash and cash equivalents at end of the year	1,604	43,801

CEIBS PUBLISHING GROUP LIMITED

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Report of Independent Auditors

To the Board of Directors of CEIBS Publishing Group Limited

We have audited the accompanying consolidated financial statements of CEIBS Publishing Group Limited and its subsidiaries (the “Company”), which comprise the consolidated balance sheet as of December 31, 2019 and the related consolidated statements of comprehensive income/(loss), of changes in shareholders’ deficit and of cash flows for the year ended December 31, 2019 and for the period from January 1, 2020 to June 24, 2020, including the related notes (collectively referred to as the “consolidated financial statements”).

Management’s Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors’ Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company’s preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Company as of December 31, 2019 and the results of its operations and its cash flows for the year ended December 31, 2019 and for the period from January 1, 2020 to June 24, 2020 in accordance with accounting principles generally accepted in the United States of America.

/s/PricewaterhouseCoopers Zhong Tian LLP
Shanghai, the People’s Republic of China
July 16, 2021

CEIBS PUBLISHING GROUP LIMITED

CONSOLIDATED BALANCE SHEETS

AS OF DECEMBER 31, 2019

(All amounts in thousands, except for share, unless otherwise noted)

	As of December 31,	
	2019	2019
	RMB	US\$
ASSETS		(Note 2.5)
Current assets:		
Cash and cash equivalents	34,561	4,954
Time deposit	60,000	8,601
Accounts receivable, net	6,135	879
Prepaid expenses and other current assets	4,943	709
Total current assets	<u>105,639</u>	<u>15,143</u>
Non-current assets:		
Property, equipment and software, net	2,750	394
Operating lease right-of-use assets, net	9,493	1,361
Deferred tax assets, net	10,547	1,512
Other non-current assets	1,282	184
Total non-current assets	<u>24,072</u>	<u>3,451</u>
Total assets	<u>129,711</u>	<u>18,594</u>

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

CEIBS PUBLISHING GROUP LIMITED

CONSOLIDATED BALANCE SHEETS (Continued)
AS OF DECEMBER 31, 2019

(All amounts in thousands, except for share, unless otherwise noted)

	As of December 31,	
	2019	2019
	RMB	US\$
LIABILITIES, MEZZANINE AND SHAREHOLDERS' EQUITY		(Note 2.5)
Current liabilities		
Accounts payable	2,920	419
Deferred revenue, current	34,387	4,929
Other payable and accrued liabilities	11,600	1,663
Operating lease liabilities, current	3,584	514
Total current liabilities	52,491	7,525
Non-current liabilities		
Operating lease liabilities, non-current	6,236	894
Deferred revenue, non-current	7,545	1,082
Total non-current liabilities	13,781	1,976
Total liabilities	66,272	9,501
Commitments and contingencies (Note 12)		

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

CEIBS PUBLISHING GROUP LIMITED

CONSOLIDATED BALANCE SHEETS (Continued)
AS OF DECEMBER 31, 2019

(All amounts in thousands, except for share, unless otherwise noted)

	As of December 31,	
	2019	2019
	RMB	US\$
		(Note 2.5)
Mezzanine equity		
Series A convertible redeemable preferred shares (US\$0.0001 par value, 3,900,000 shares authorized, issued and outstanding as of December 31, 2019)	29,893	4,285
Total mezzanine equity	<u>29,893</u>	<u>4,285</u>
Shareholders' equity		
Ordinary shares (US\$0.0001 par value 16,100,000 shares authorized as of December 31, 2019; 6,110,000 shares issued and outstanding as of December 31, 2019)	42	6
Statutory reserve	4,180	599
Accumulated other comprehensive income	17	2
Retained earnings	29,307	4,201
Total shareholders' equity	<u>63,439</u>	<u>9,093</u>
Total liabilities, mezzanine equity and shareholders' equity	<u>129,711</u>	<u>18,594</u>

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

CEIBS PUBLISHING GROUP LIMITED

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME/(LOSS)
FOR THE YEAR ENDED DECEMBER 31, 2019 AND FOR THE PERIOD FROM JANUARY 1 TO JUNE 24, 2020
(All amounts in thousands, except for share, unless otherwise noted)

	Year Ended	Period from	
	December 31, 2019	January 1 to June 24, 2020	US\$
	RMB	RMB	(Note 2.5)
Revenues:			
Corporate learning solution	87,301	33,488	4,800
Others	10	3,721	533
Total revenues	<u>87,311</u>	<u>37,209</u>	<u>5,333</u>
Cost of revenues	(17,704)	(7,645)	(1,096)
Sales and marketing expenses	(32,573)	(15,235)	(2,184)
Research and development expenses	(13,159)	(9,239)	(1,324)
General and administrative expenses	(14,154)	(8,756)	(1,255)
Other operating income	2,879	973	139
Income/(loss) from operations	<u>12,600</u>	<u>(2,693)</u>	<u>(387)</u>
Interest income, net	501	164	24
Investment income	1,518	977	140
Foreign exchange loss, net	(252)	(17)	(2)
Income/(loss) before income tax expense	<u>14,367</u>	<u>(1,569)</u>	<u>(225)</u>
Income tax (expense)/benefit	(3,000)	166	24
Net income/(loss)	<u>11,367</u>	<u>(1,403)</u>	<u>(201)</u>
Other comprehensive income			
Foreign currency translation adjustment, net of nil tax	106	144	21
Total comprehensive income/(loss)	<u>11,473</u>	<u>(1,259)</u>	<u>(180)</u>

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

CEIBS PUBLISHING GROUP LIMITED

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2019 AND FOR THE PERIOD FROM JANUARY 1 TO JUNE 24, 2020
(All amounts in thousands, except for share, unless otherwise noted)

	Ordinary share (US\$0.0001 par value)		Accumulated other comprehensive (loss)/income RMB	Statutory reserve RMB	Retained earnings RMB	Total shareholders' equity RMB
	Number of Shares issued	Amount RMB				
Balance as of January 1, 2019	6,110,000	42	(89)	2,896	19,224	51,966
Net income	—	—	—	—	11,367	11,367
Appropriation of statutory reserves	—	—	—	1,284	(1,284)	—
Foreign currency translation adjustments	—	—	106	—	—	106
Balance as of December 31, 2019	<u>6,110,000</u>	<u>42</u>	<u>17</u>	<u>4,180</u>	<u>29,307</u>	<u>63,439</u>

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

CEIBS PUBLISHING GROUP LIMITED

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2019 AND FOR THE PERIOD FROM JANUARY 1 TO JUNE 24, 2020
(All amounts in thousands, except for share, unless otherwise noted)

	Ordinary share (US\$0.0001par value)		Accumulated other comprehensive income RMB	Statutory reserve RMB	Retained earnings RMB	Total shareholders' equity RMB
	Number of Shares issued	Amount RMB				
Balance as of January 1, 2020	6,110,000	42	17	4,180	29,307	63,439
Net loss	—	—	—	—	(1,403)	(1,403)
Foreign currency translation adjustments	—	—	144	—	—	144
Balance as of June 24, 2020	<u>6,110,000</u>	<u>42</u>	<u>161</u>	<u>4,180</u>	<u>27,904</u>	<u>62,180</u>

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

CEIBS PUBLISHING GROUP LIMITED

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2019 AND FOR THE PERIOD FROM JANUARY 1 TO JUNE 24, 2020
(All amounts in thousands)

	Year Ended	Period from	
	December 31, 2019	January 1 to June 24, 2020	US\$
	RMB	RMB	(Note 2.5)
Cash flows from operating activities:			
Net income/(loss)	11,367	(1,403)	(201)
Adjustments to reconcile net income/(loss) to net cash generated from/(used in) operating activities:			
Depreciation of property, equipment and software	824	597	86
Gain from disposal of property, equipment and software	44	10	1
Foreign exchange loss/(gain), net	202	(27)	(4)
Deferred tax assets	(224)	(2,311)	(331)
Changes in operating assets and liabilities:			
Accounts receivable	(230)	(1,860)	(267)
Prepaid expenses and other current assets	(1,439)	(328)	(47)
Other non-current assets	(1,282)	—	—
Accounts payable	(408)	699	100
Deferred revenue	5,465	4,475	641
Other payable and accrued liabilities	1,153	(469)	(67)
Net cash generated from/(used in) operating activities	15,472	(617)	(89)
Cash flows from investing activities:			
Purchase of property, equipment and software	(2,870)	(471)	(67)
Cash paid for short-term investments	(265,000)	(110,000)	(15,768)
Proceeds from disposal of property, equipment and software	15	1	—
Cash received from maturity of short-term investments	205,000	109,707	15,726
Net cash used in investing activities	(62,855)	(763)	(109)

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

CEIBS PUBLISHING GROUP LIMITED

CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2019 AND FOR THE PERIOD FROM JANUARY 1 TO JUNE 24, 2020
(All amounts in thousands)

	Year Ended December 31, 2019	Period from January 1 to June 24, 2020	
	<u>RMB</u>	<u>RMB</u>	<u>US\$</u> (Note 2.5)
Cash flows from financing activities:	—	—	—
Net decrease in cash and cash equivalents	(47,383)	(1,380)	(198)
Cash and cash equivalents at beginning of the year/period	81,913	34,561	4,954
Effects of exchange rate changes on cash and cash equivalents	31	28	4
Cash and cash equivalents at the end of the year/period	<u>34,561</u>	<u>33,209</u>	<u>4,760</u>
Supplemental disclosure of cash flow information			
Cash paid for income tax	(3,118)	(1,925)	(276)

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

CEIBS PUBLISHING GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(All amounts in thousands, unless otherwise noted)

1. Principal Activities and Organization**(a) Principal Activities**

CEIBS Publishing Group Limited (“CEIBS Publishing Group”, or “the Company”) was incorporated under the laws of the Hong Kong in May 2007, as an exempted company with limited liability. Fenghe Corporation Management Consulting (Shanghai) Co., Ltd. (“the WFOE”) was established as a wholly owned subsidiary of the Company in the PRC. The Company, through its subsidiary, consolidated variable interest entities (“VIEs”) (collectively, the “Group”). The Group mainly offers corporate learning solutions through providing online learning content and offline training courses. The Group’s principal operation and geographic market is in the People’s Republic of China (“PRC”).

At December 31, 2019, the Company had three shareholders. CEIBS Management Ltd. held 2,102,100 common shares (21% of equity interest of the Company where the total shares include common shares and preferred shares on an as-converted basis), Digital B Business Ltd. held 3,900 common shares (0.04% of equity interest of the Company) and 3,900,000 series A preferred shares (38.96% of equity interest of the Company), China Europe International Business School (“CEIBS”) held 4,004,000 common shares (40% of equity interest of the Company) of the Company.

On June 24, 2020, YXT.COM Group Holding Limited (formerly known as “Unicentury Group Holding Limited” acquired 100% shares of CEIBS Management Ltd. and Digital B Business Ltd. (the “Acquisition”, “Share Transfer”). After the Acquisition, YXT.COM Group Holding Limited acquired 60% issued and outstanding shares of CEIBS Publishing Group indirectly and obtained control of CEIBS Publishing Group.

(b) Organization of the Group

As of June 24, 2020 and December 31, 2019, the Company’s principal subsidiary is as follow:

<u>Name of subsidiary</u>	<u>Place of incorporation</u>	<u>Date of incorporation or acquisition</u>	<u>Percentage of direct or indirect ownership</u>	<u>Establish or acquired</u>	<u>Principal activities</u>
Fenghe Corporation Management Consulting (Shanghai) Co., Ltd.	Shanghai	August 6, 2008	100%	Established	Investment holding

As of June 24, 2020 and December 31, 2019, the Company’s principal VIEs are as follows:

<u>Name of VIEs</u>	<u>Place of incorporation</u>	<u>Date of incorporation or acquisition</u>	<u>Percentage of direct or indirect ownership</u>	<u>Establish or acquired</u>	<u>Principal activities</u>
Shanghai Zhong Ou International Culture Communication Co., Ltd.	Shanghai	November 29, 2007	100%	Established	Sales of content
Shanghai Fenghe Culture Communication Co., Ltd.	Shanghai	November 12, 2007	100%	Established	Sales of content

CEIBS PUBLISHING GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(All amounts in thousands, unless otherwise noted)

1. Principal Activities and Organization (Continued)

(c) Consolidated Variable Interest Entities

In order to comply with the PRC laws and regulations which prohibit or restrict foreign investments into companies involved in restricted businesses, the Group operates its Apps, websites and other restricted businesses in the PRC through a PRC domestic company and its subsidiaries, whose equity interests are held by certain entities and individuals including management members of the Company (“Nominee Shareholders”). The Company obtained control over such PRC domestic companies by entering into a series of contractual arrangements with such PRC domestic company and its respective Nominee Shareholders. As a result, the Company maintains the ability to control such PRC domestic company and is entitled to substantially all of the economic benefits from such PRC domestic company. Management concluded that such PRC domestic company is VIE of the Company, of which the Company is the ultimate primary beneficiary. As such, the Group consolidated financial results of such PRC domestic company and its subsidiaries in the Group’s consolidated financial statements. The principal terms of the agreements entered into amongst the VIE, the Nominee Shareholders and the WFOE are further described below.

Exclusive Option Agreements

Pursuant to the exclusive call option agreement, the Nominee Shareholders of the VIEs have granted the WFOE the exclusive and irrevocable right to purchase or to designate one or more person(s) at its discretion to purchase part or all of the equity interests and the assets in the VIEs (the “Target Equity” and the “Target Assets”) from the Nominee Shareholders at any time. The total transfer price for the Target Equity shall be subject to the lowest price permitted by PRC laws and regulations. The VIEs and their Nominee Shareholders have agreed that without prior written consent of the WFOE or the Company, the Nominee Shareholders or the VIEs shall not sell, transfer, pledge or dispose of any of the Target Equity, assets, or the revenue or business in the VIEs. In addition, the VIEs covenant that it shall not declare any dividend or change capitalization structure of the VIEs or enter into any loan or investment agreements without WFOE or the Company’s prior written consent.

Proxy Agreement and Power of Attorney

Pursuant to the Power of Attorney, each of the Nominee Shareholders appointed the WFOE as their attorney-in-fact to exercise all shareholder rights under PRC law and the relevant articles of association, including but not limited to, attending shareholders meetings and signing on their behalf on the resolutions, voting on their behalf on all matters requiring shareholder approval, including but not limited to the appointment and removal of legal representative, directors and senior management, as well as the sale, transfer and disposal of all or part of the equity interests owned by such shareholders. The powers of attorney will remain effective for a given Nominee Shareholders until such shareholder ceases to be a shareholder of the VIEs.

Exclusive Technology, Consulting and Service Agreement

Pursuant to the exclusive technology development, consulting and service agreement, the WFOE has agreed to provide to the VIEs services, including, but not limited to, research, development, application and implementation of technology, daily maintenance, monitor, debugging, and troubleshooting of the computer network system, consulting services for the procurement of software and hardware systems, and training and technical support services. The VIEs shall pay to the WFOE service fees as calculated in such manner as determined by both VIEs and WFOE from time to time based on the nature of service, which should be paid quarterly. Service fees should normally be equal to the remaining amount of all revenues less all expenses of

CEIBS PUBLISHING GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(All amounts in thousands, unless otherwise noted)

1. Principal Activities and Organization (Continued)

(c) Consolidated Variable Interest Entities (Continued)

Exclusive Technology, Consulting and Service Agreement (Continued)

VIEs. The service fees, and any adjustment or change to the service fees, should be subject to the approval of the WFOE and the board of the Company (including the director(s) appointed by preferred shareholders). The WFOE retains the exclusive right to terminate the agreements at any time by delivering a written notice 30 days in advance to VIEs.

Equity Interest Pledge Agreements

The restated equity interest pledge agreements have pledged 100% equity interests in relevant VIEs to the WFOE to guarantee performance by the Nominee Shareholders of their obligations under the exclusive option agreements, the proxy agreement and power of attorney as well as the exclusive service agreements. All of the equity interest pledge agreements shall remain valid until the pledges are released. In the event of a breach by the VIEs or any of their Nominee Shareholders of contractual obligations under the exclusive option agreements, the proxy agreement and power of attorney, the exclusive technology, consulting and service agreements and the equity interest pledge agreements, as the case may be, the WFOE, as pledgee, will have the right to auction or dispose of the pledged equity interests in the relevant VIE and will have priority in receiving the proceeds from such auction or disposal. The Nominee Shareholders of the VIEs also covenant that, without the prior written consent of the WFOE, they will not dispose of, create or allow any encumbrance on the pledged equity interests.

CEIBS PUBLISHING GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(All amounts in thousands, unless otherwise noted)

1. Principal Activities and Organization (Continued)

(d) Risks in Relations to the VIE Structure

The following table set forth the assets, liabilities, results of operations and changes in cash and cash equivalents of the consolidated VIEs as a whole, which were included in the Group's consolidated financial statements with intercompany transactions eliminated:

	As of December 31, 2019 RMB
ASSETS	
Current assets	
Cash and cash equivalents	33,687
Short-term investments	60,000
Accounts receivable, net	6,135
Prepaid expense and other current assets	4,874
Total current assets	104,696
Non-current assets	
Property, equipment and software, net	2,750
Operating lease right-of-use assets, net	9,493
Deferred tax assets	10,547
Other non-current assets	1,282
Total non-current assets	24,072
Total assets	128,768
LIABILITIES	
Current liabilities	
Accounts payable	2,920
Deferred revenue, current	34,387
Other payable and accrued liabilities	11,586
Amount due to Group company	4,729
Operating lease liabilities, current	3,584
Total current liabilities	57,206
Non-current liabilities	
Operating lease liabilities, non-current	6,236
Deferred revenue, non-current	7,545
Total non-current liabilities	13,781
Total liabilities	70,987

CEIBS PUBLISHING GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(All amounts in thousands, unless otherwise noted)

1. Principal Activities and Organization (Continued)

(d) Risks in Relations to the VIE Structure (Continued)

	Year Ended December 31, 2019	Period from January 1 to June 24, 2020
	RMB	RMB
Total revenues	87,311	37,209
Cost of revenues	(17,704)	(7,645)
Net income/(loss)	11,415	(1,330)
Net cash generated from/(used in) operating activities	13,959	(1,579)
Net cash (used in)/generated from investing activities	(61,337)	214
Net cash generated from financing activities	—	—
Net decrease in cash, cash equivalents	(47,378)	(1,365)
Cash and cash equivalents at beginning of year/period	81,065	33,687
Cash, cash equivalents at end of year/period	33,687	32,322

Under the contractual arrangements with the consolidated VIEs, the Company has the power to direct activities of the consolidated VIEs through the Group's relevant PRC subsidiary, and can have assets transferred freely out of the consolidated VIEs without restrictions. Therefore, the Company considers that there is no restriction requiring that any asset of the consolidated VIEs can only be used to settle obligations of the respective VIEs. Since the consolidated VIEs are incorporated as limited liability companies under the PRC Law, the creditors of the consolidated VIEs do not have recourse to any assets of the WFOE or the Company for the debt settlement purpose. In the event that the shareholders of the VIEs breach the terms of the contractual arrangements and voluntarily liquidate the VIE, or the VIE declares bankruptcy and all or part of its assets become subject to liens or rights of third-party creditors, or are otherwise disposed of without our consent, the Company may be unable to conduct some or all of our business operations or otherwise benefit from the assets held by the VIEs.

The Group believes that the Group's relevant PRC subsidiary's contractual arrangements with the consolidated WFOE, VIEs and the Nominee Shareholders are in compliance with PRC laws and regulations, as applicable, and are legally enforceable. However, uncertainties in the PRC legal system could limit the Company's ability to enforce these contractual arrangements.

In addition, if the current structure of any of the contractual arrangements were found to be in violation of any existing PRC laws, the Company may be subject to penalties, which may include but not be limited to, the cancellation or revocation of the Company's business and operating licenses, being required to restructure the Company's operations or terminate the Company's operating activities. The imposition of any of these or other penalties may result in a material and adverse effect on the Company's ability to conduct its operations. In such case, the Company may not be able to operate or control the VIEs, which may result in deconsolidation of the VIEs.

There are, however, substantial uncertainties regarding the interpretation and application of current or future PRC laws and regulations. Accordingly, the Company cannot be assured that the PRC government authorities will not ultimately take a view that is contrary to the Company's belief and the opinion of its PRC legal counsel. In March 2019, the draft Foreign Investment Law was submitted to the National People's Congress for review

CEIBS PUBLISHING GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(All amounts in thousands, unless otherwise noted)

1. Principal Activities and Organization (Continued)

(d) Risks in Relations to the VIE Structure (Continued)

and was approved on March 15, 2019, which came into effect from January 1, 2020. The approved Foreign Investment Law does not touch upon the relevant concepts and regulatory regimes that were historically suggested for the regulation of VIE structures, and thus this regulatory topic remain unclear under the Foreign Investment Law. Since the Foreign Investment Law is new, there are substantial uncertainties exist with respect to its implementation and interpretation and the possibility that such entities will be deemed as foreign-invested enterprise and subject to relevant restrictions in the future shall not be excluded. If the contractual arrangements establishing the Company's VIE structure are found to be in violation of any existing law and regulations or future PRC laws and regulations, the relevant PRC government authorities will have broad discretion in dealing with such violation, including, without limitation, levying fines, confiscating income or the income of these affiliated Chinese entities, revoking business licenses or the business licenses of these affiliated Chinese entities, requiring the Company and its affiliated Chinese entities to restructure their ownership structure or operations and requiring the Company or its affiliated Chinese entities to discontinue any portion or all of the Company's value-added businesses. Any of these actions could cause significant disruption to the Company's business operations and have a severe adverse impact on the Company's cash flows, financial position and operating performance. If the imposing of these penalties cause the Company to lose its rights to direct the activities of and receive economic benefits from the VIEs, which in turn may restrict the Company's ability to consolidate and reflect in its financial statements the financial position and results of operations of its VIEs.

(e) COVID-19 Impact and Liquidity

The Group's financial performance was negatively impacted by COVID-19 in the period presented in 2020. The extent of the effect of COVID-19, or any future health crisis, on the Group's operational and financial performance, and on the Group's relationships with suppliers, and customers, will depend on future developments, including the duration, spread and intensity of the pandemic, the effect of approved vaccines, and the speed and extent to which they are distributed and taken, all of which are uncertain and difficult to predict considering the rapidly evolving landscape. If the pandemic continues to persist as a severe worldwide health crisis, the pandemic could continue have an adverse effect on our business, results of operations, financial condition, and cash flows.

2. Principal 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 ("US GAAP") for the periods presented. The consolidated financial statements have been prepared on a going concern basis.

Significant accounting policies followed by the Group in the preparation of its accompanying consolidated financial statements are summarized below.

2.2 Basis of Consolidation

The consolidated financial statements include the financial statements of the Company, its subsidiary and the consolidated VIEs for which the Company is the ultimate primary beneficiary.

CEIBS PUBLISHING GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(All amounts in thousands, unless otherwise noted)

2. Principal Accounting Policies (Continued)

2.2 Basis of Consolidation (Continued)

A subsidiary is an entity in which the Company, directly or indirectly, controls more than one half of the voting power, has the power to appoint or remove the majority of the members of the board of directors, to cast a majority of votes at the meeting of the board of directors or to govern the financial and operating policies of the investee under a statute or agreement among the shareholders or equity holders.

A consolidated VIE is an entity in which the Company, or its subsidiary, through contractual arrangements, bears the risks of, and enjoys the rewards normally associated with, ownership of the entity, and therefore the Company or its subsidiary is the primary beneficiary of the entity.

All transactions and balances between the Company, its subsidiary and VIEs have been eliminated upon consolidation.

2.3 Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the consolidated financial statements and the reported amounts of revenue and expenses for the reporting period. On an ongoing basis, the Group evaluates its estimates, including, but not limited to, those related to the useful lives of property, equipment, and software, impairment of long-lived assets, deferred tax asset, valuation of convertible redeemable preferred shares and ordinary shares. These estimates and assumptions are based on the Group's historical results and management's future expectations. Actual results could differ from those estimates. Changes in facts and circumstances may cause the Group to revise its estimates.

2.4 Foreign Currencies

The Group's reporting currency is Renminbi ("RMB"). The functional currency of the Group's holding entity incorporated in Hong Kong, China ("HK") is the United States dollars ("US\$"). The Group's PRC subsidiary and consolidated VIEs determined their functional currency to be RMB. The determination of the respective functional currency is based on the criteria of ASC 830, Foreign Currency Matters and is based primarily on the currency the entity conducts its business in.

Transactions denominated in other than the functional currencies are translated into the functional currency of the entity at the exchange rates quoted by authoritative banks prevailing on the transaction dates. Exchange gains and losses resulting from those foreign currency transactions denominated in a currency other than the functional currency are recorded in the Consolidated Statements of Comprehensive Income. Total exchanges were a loss of RMB 252 and a gain of RMB 17 for the year ended December 31, 2019 and for the period from January 1 to June 24, 2020, respectively.

The financial statements of the Group are translated from the functional currency into RMB. Assets and liabilities denominated in foreign currencies are translated into RMB using the applicable exchange rates at the balance sheet date. Equity accounts other than earnings generated in current period are translated into RMB at the appropriate historical rates. Revenues, expenses, gain and loss are translated into RMB using the periodic average exchange rates. The resulting foreign currency translation adjustments are recorded in other

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(All amounts in thousands, unless otherwise noted)

2. Principal Accounting Policies (Continued)

2.4 Foreign Currencies (Continued)

comprehensive income as a component of shareholders' equity. Total foreign currency translation adjustments to the Group's other comprehensive income were RMB 106 and RMB 144 for the year ended December 31, 2019 and for the period from January 1 to June 24, 2020, respectively.

2.5 Convenience Translation

Translations of the Consolidated Balance Sheets, the Consolidated Statements of Comprehensive Income and the Consolidated Statements of Cash Flows from RMB into US\$ as of December 31, 2019 and for the period from January 1 to June 24, 2020 are solely for the convenience of the readers and were calculated at the rate of US\$1.00=RMB 6.9762, representing the index rates stipulated by the federal reserve board on December 31, 2019. No representation is made that the RMB amounts could have been, or could be, converted, realized or settled into US\$ at that rate, or at any other rate.

2.6 Fair Value Measurements

Accounting guidance defines fair value as 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 measurement 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 it considers assumptions that market participants would use when pricing the asset or liability.

Accounting guidance establishes 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. Accounting guidance establishes three levels of inputs that may be used to measure fair value:

Level 1—Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2—Include other inputs that are directly or indirectly observable in the marketplace.

Level 3—Unobservable inputs which are supported by little or no market activity.

Accounting guidance also describes three main approaches to measuring 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.

The Group's financial instruments include cash and cash equivalents, short-term investments, accounts receivable, prepaid expenses and other current assets, accounts payable, deferred revenue and other payable and accrued liabilities. As of December 31, 2019, except for short-term investments which are measured at fair value,

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2. Principal Accounting Policies (Continued)**2.6 Fair Value Measurements (Continued)**

the carrying values of the other financial instruments approximated their fair values due to the short-term maturity of these instruments.

2.7 Cash and Cash Equivalents

Cash includes currency on hand and deposits held by financial institutions that can be added to or withdrawn without limitation. Cash equivalents represent short-term, highly liquid investments that are readily convertible to known amounts of cash and with original maturities from the date of purchase of three months or less.

2.8 Short-Term Investments

Short-term investments are comprised of time deposits placed with banks with original maturities longer than three months but less than one year. Such investments are generally not permitted to be redeemed early or are subject to penalties for redemption prior to maturities. These investments are stated at fair value. Changes in the fair value are reflected in Investment Income in the Consolidation Statements of Comprehensive Income.

2.9 Accounts Receivable, Net

Accounts receivable are presented net of allowance for doubtful accounts. The Group maintains an allowance for doubtful accounts which reflects its best estimate of amounts that potentially will not be collected. The Group determines the allowance for doubtful accounts by taking into consideration various factors including but not limited to historical collection experience and creditworthiness of the customers. Accounts receivable balances are written off after all collection efforts have been exhausted.

The following table summarized the details of the Group's allowance:

	As of December 31, 2019 RMB
Balance at beginning of year	55
Provision for doubtful accounts	75
Balance at end of year	<u>130</u>

No additional provision was recorded during the period from January 1 to June 24, 2020.

2.10 Property, Equipment and Software, Net

Property and equipment are stated at historical cost less accumulated depreciation. Repairs and maintenance costs are expensed as incurred as repairs and maintenance do not extend the useful life or improve the related assets. Depreciation and amortization, including amortization of leasehold improvements, is computed using the straight-line method over the estimated useful lives of the assets.

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(All amounts in thousands, unless otherwise noted)

2. Principal Accounting Policies (Continued)**2.10 Property, Equipment and Software, Net (Continued)**

The estimated useful life of each asset category is as follows:

<u>Category</u>	<u>Estimated useful lives</u>
Leasehold improvements	Shorter of the lease term or the estimated useful lives of the assets
Electronic equipment	3 years
Furniture	5 years
Vehicles	5 years

When assets are retired or otherwise disposed of, the cost and accumulated depreciation and amortization are removed from their respective accounts and any loss on such retirement is reflected in operating expenses.

2.11 Impairment of Long-Lived Assets

Long-lived assets are evaluated for impairment whenever events or changes in circumstances (such as a significant adverse change to market conditions that will impact the future use of the assets) indicate that the carrying value of an asset may not be fully recoverable or that the useful life is shorter than the Group had originally estimated. When these events occur, the Group evaluates the impairment for the long-lived assets by comparing the carrying value of the assets to an estimate of future undiscounted cash flows expected to be generated from the use of the assets and their eventual disposition. If the sum of the expected future undiscounted cash flows is less than the carrying value of the assets, the Group recognizes an impairment loss based on the excess of the carrying value of the assets over the fair value of the assets. Fair value is generally determined by discounting the cash flows expected to be generated by the assets, when the market prices are not readily available.

2.12 Operating Lease

The Group adopted ASC 842, Leases, on January 1, 2019 on modified retrospective basis. The Group determines if an arrangement is a lease at inception.

The Group enters into operating lease arrangements primarily for office and operation space. The Group determines if an arrangement contains a lease at its inception by assessing whether there is an identified asset and whether the arrangement conveys the right to control the use of the identified asset in exchange for consideration. Operating leases are included in right-of-use assets and operating lease liabilities on the consolidated balance sheets. Right-of-use assets represent the Group's right to use an underlying asset over the lease term and operating lease liabilities represent the Group's obligation to make payments arising from the lease. Right-of-use assets and operating lease liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term.

The Operating lease right-of-use assets also includes any lease payments made at or before the lease commencement date and excludes any lease incentives received. Lease payments consist of the fixed payments under the arrangements. As the implicit rate of the Group's leases is not determinable, the Group uses an incremental borrowing rate based on the information available at the lease commencement date in determining the present value of lease payments. Operating lease expense is recognized on a straight-line basis over the lease term.

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(All amounts in thousands, unless otherwise noted)

2. Principal Accounting Policies (Continued)

2.12 Operating Lease (Continued)

The Group's lease term may include options to extend or terminate the lease. Only renewal or termination options that are reasonably certain of exercise are included in the lease term. The Group accounts for lease components and non-lease components as a single lease component.

After the lease commencement date, right-of-use assets are amortized by the difference between the straight-line lease expenses, and the accretion of interest on the operating lease liabilities each period over the lease term. Operating lease liabilities are increased to reflect the accretion of interest and reduced for the lease payment made.

For operating lease with a term of one year or less, the Group has elected to not recognize operating lease liabilities or right-of-use asset on its Consolidated Balance Sheet. Instead, it recognizes the lease payment as expense on a straight-line basis over the lease term. Short-term lease costs are immaterial to its Consolidated Statements of Comprehensive Loss.

Upon the adoption of the new lease standard, on January 1, 2019, the Group recognized both operating lease assets and operating lease liabilities of RMB 1,735 on the Consolidated Balance Sheet. There was no impact to retained earnings at adoption.

2.13 Revenues

The Group adopted ASC Topic 606, "Revenue from Contracts with Customers," for all periods presented. Consistent with the criteria of Topic 606, the Group recognizes revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the Group expects to receive in exchange for those goods or services.

To achieve that core principle, the Group applies the five steps defined under Topic 606: (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. The Group assesses its revenue arrangements against specific criteria in order to determine if it is acting as principal or agent. Revenue arrangements with multiple performance obligations are divided into separate distinct goods or services. The Group allocates the transaction price to each performance obligation based on the relative standalone selling price of the goods or services provided. The Group determine standalone selling prices considering market conditions and based on overall pricing objectives such as observable standalones selling prices, and other factors, including the value of contracts, types of services sold, customer demographics, and the number and types of users within such contracts. Revenue is recognized upon the transfer of control of promised goods or services to a customer.

Revenue is recorded net of value-added tax.

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(All amounts in thousands, unless otherwise noted)

2. Principal Accounting Policies (Continued)

2.13 Revenues (Continued)

Revenue recognition policies for each type of revenue stream are as follows:

Corporate Learning Solution

The Group offers corporate learning solution to corporate customers through providing subscription-based services including online courses and related platform service. The Group's subscription-based services generally do not provide customers with the right to take possession of the software supporting the platform and learning content and, as a result, are accounted for as service arrangements. When customers subscribed the online courses, the Group provides them with unlimited access and connectivity to the pre-recorded learning content played through the learning platform during the contractual period. Each online course can be sold separately. Each distinct service represents a single performance obligation that is satisfied over time. Our subscription based contracts vary from one month to four years. Our arrangements are generally noncancelable and nonrefundable. Revenue from subscription based corporate learning solution is recognized on a straight line basis over the subscription period.

The Group also derives revenue from providing non-subscription based corporate learning solution, such as offline learning courses and book sales. Based on the needs of the customers, the Group designs the offline courses and hires experienced lecturer to provide the face-to-face offline learning courses. The offline course is delivered on the specific date agreed and the unit price for each offline course is also specified in the contract. For book sales, the Group offers physical book to customer and revenue is recognized point in time when the book is delivered to the customer and control is transferred. Revenue from non-subscription based corporate learning solution is generally recognized at point in time upon completion.

Other Revenue

The Group also develops software for other customers who have specific demand for learning platform software. The Group develops learning platform to be installed on these customers' own servers. For the learning platform development service, the copyright of the software developed belongs to these customers. The development processes lasted approximately 3-6 months. The Group is obligated to provide post-sales maintenance service for malfunction during the period determined in the contract, which is three months. Revenue for the on-premise software development is recognized at a point in time when the software is made available to the customer. Revenue for access to maintenance and support is recognized over the contract term beginning on the date that the software is made available to the customer.

	Year Ended December 31, 2019 RMB	Period from January 1 to June 24, 2020 RMB
Corporate learning solution		
—Subscription-based	64,575	27,759
—Non-subscription-based	22,726	5,729
	<u>87,301</u>	<u>33,488</u>
Others		
—Sales of software developed and related maintenance service	10	3,721
	<u>87,311</u>	<u>37,209</u>

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

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2. Principal Accounting Policies (Continued)

Remaining Performance Obligations

Remaining performance obligations represents the amount of contracted future revenue that has not yet been recognized, including both deferred revenue and non-cancelable contracted amounts that will be invoiced and recognized as revenue in future periods. As of December 31, 2019, the aggregate amount of transaction price allocated to the remaining performance obligations was RMB 42,718, of which RMB 34,387 was recorded in current deferred revenue while RMB 7,545 was recorded in non-current deferred revenue. The remaining life of the Group's existing contracts were up to 36 months as of December 31, 2019.

2.14 Deferred Revenue

The Group records deferred revenue when cash payments are received in advance of revenue recognition from subscription services described above, including amounts billed to customers in accordance with the terms of the underlying contracts where the service period has not yet commenced but will commence in the near future. Deferred revenue is recognized when, or as, performance obligations are satisfied. Amounts anticipated to be recognized within one year of the balance sheet date are recorded as deferred revenue, current; the remaining portion is recorded as deferred revenue, non-current.

2.15 Cost of Revenues

Cost of revenue includes certain direct costs associated with delivering the Group's online courses and services, including hosting and bandwidth, depreciation and amortization of long-lived assets used in the provision of services and other cost of courses, rental expenses for office space, employee-related costs, and other contract fulfillment costs.

2.16 Sales and Marketing

Sales and marketing expenses comprise primarily of expenses relating to marketing and brand promotion activities, employee-related cost for personnel engaged in marketing, business development and sales support functions.

2.17 Research and Development

Research and development expenses consist principally of research and development activities including employee-related cost for personnel engaged in content development and technology development, consulting services, rental expenses for office space and other costs associated with product development efforts.

2.18 General and Administrative

General and administrative expenses consist of employee-related cost for personnel related to the general corporate functions, including accounting, finance, legal and human relations, costs associated with use by these functions of facilities and equipment, such as depreciation expenses, rental and other general corporate related expenses.

2.19 Employee Benefits

Full time employees of the Group in the PRC participate in a government mandated defined contribution plan, pursuant to which certain pension benefits, medical care, employee housing fund and other welfare benefits

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2. Principal Accounting Policies (Continued)

2.19 Employee Benefits (Continued)

are provided to the employees. Chinese labor regulations require that the PRC subsidiary and VIEs of the Group make contributions to the government for these benefits based on certain percentages of the employees' salaries, up to a maximum amount specified by the local government. The Group has no legal obligation for the benefits beyond the contributions made. Total amounts of such employee benefit expenses, which were expensed as incurred, were RMB 6,578 and RMB 1,907 for the year ended December 31, 2019 and for the period from January 1 to June 24, 2020, respectively.

2.20 Government Grant

Government grants are recognized as Other operating income. Such amounts are recognized in the Consolidated Statements of Comprehensive Income upon receipts and all conditions attached to the grants are fulfilled.

2.21 Income Tax

Current income taxes are recorded in accordance with the regulations of the relevant tax jurisdiction. The Group accounts for income taxes under the asset and liability method in accordance with ASC 740, Income Tax. Under this method, deferred tax assets and liabilities are recognized for the tax consequences attributable to differences between carrying amounts of existing assets and liabilities in the financial statements and their respective tax basis, and operating loss carry-forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred taxes of a change in tax rates is recognized in the Consolidated Statements of Comprehensive Income in the period of change. Valuation allowances are established when necessary to reduce the amount of deferred tax assets if it is considered more likely than not that amount of the deferred tax assets will not be realized.

The Group recognizes in its consolidated financial statements the benefit of a tax position if the tax position is "more likely than not" to prevail based on the facts and technical merits of the position. Tax positions that meet the "more likely than not" recognition threshold is measured at the largest amount of tax benefit that has a greater than fifty percent likelihood of being realized upon settlement. The Group estimates its liability for unrecognized tax benefits which are periodically assessed and may be affected by changing interpretations of laws, rulings by tax authorities, changes and/or developments with respect to tax audits, and expiration of the statute of limitations. The ultimate outcome for a particular tax position may not be determined with certainty prior to the conclusion of a tax audit and, in some cases, appeal or litigation process. The actual benefits ultimately realized may differ from the Group's estimates. As each audit is concluded, adjustments, if any, are recorded in the Group's consolidated financial statements in the period in which the audit is concluded. Additionally, in future periods, changes in facts, circumstances and new information may require the Group to adjust the recognition and measurement estimates with regard to individual tax positions. Changes in recognition and measurement estimates are recognized in the period in which the changes occur. As of December 31, 2019, the Group did not have any significant unrecognized uncertain tax positions.

Valuation allowances have been provided against deferred tax assets when the Group determines that it is more likely than not that the deferred tax assets will not be utilized in the future. In making such determination,

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2. Principal Accounting Policies (Continued)**2.21 Income Tax (Continued)**

the Group evaluates a variety of factors including the Group's entities' operating history, accumulated deficit, existence of taxable temporary differences and reversal periods. As of December 31, 2019, valuation allowances on deferred tax assets were provided because it was more likely than not that the Group will not be realized based on the Group's estimate of its future taxable income. If events occur in the future that allow the Group to realize more of its deferred income tax than the presently recorded amounts, an adjustment to the valuation allowances will result in a decrease in tax expense when those events occur.

2.22 Comprehensive Income/(Loss)

Comprehensive income/(loss) is defined as the changes in equity of the Group during a period from transactions and other events and circumstances excluding transactions resulting from investments from shareholders and distributions to shareholders. Comprehensive income/(loss) for the periods presented includes net income and foreign currency translation adjustments.

2.23 Recent Accounting Pronouncements*New and Amended Standards Adopted by the Group*

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842), which requires that a lessee should recognize the assets and liabilities that arise from operating leases. A lessee should recognize in the balance sheet a liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term. For leases with a term of 12 months or less, a lessee is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. If a lessee makes this election, it should recognize lease expenses for such lease generally on a straight-line basis over the lease term. The new leases standard also provides lessees with a practical expedient, by class of underlying asset, to not separate non-lease components from the associated lease component. If a lessee makes that accounting policy election, it is required to account for the non-lease components together with the associated lease component as a single lease component and to provide certain disclosures. Lessors are not afforded a similar practical expedient. The amendments in this Update are effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years for public entities. For all other entities, the amendments in this Update are effective for fiscal years beginning after December 15, 2019, and interim periods within fiscal years beginning after December 15, 2020. Early application of the amendments in this Update is permitted for all entities. Entities are required to adopt the new leases standard using a modified retrospective transition method. Under that transition method, an entity initially applies the new leases standard (subject to specific transition requirements and optional practical expedients) at the beginning of the earliest period presented in the financial statements. The Group adopted this new guidance for the year ended December 31, 2019. In July 2018, the FASB issued ASU 2018-11, which provides 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 a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption consistent with preparers' requests. This ASU also addresses stakeholders' concerns about the requirement for lessors to separate components of a contract by providing lessors with a practical expedient, by class of underlying asset, to not separate non-lease components from the associated lease component, similar to the expedient provided for lessees. However, the lessor practical expedient is limited to circumstances in which the non-lease component or components otherwise would be accounted for under the new revenue guidance and

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

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2. Principal Accounting Policies (Continued)

2.23 Recent Accounting Pronouncements (Continued)

New and Amended Standards Adopted by the Group (Continued)

both (1) the timing and pattern of transfer are the same for the non-lease component(s) and associated lease component and (2) the lease component, if accounted for separately, would be classified as an operating lease. The Group elected to early adopt ASC 842, Leases, on January 1, 2019 on modified retrospective basis and has elected not to recast comparative periods.

In August 2018, the FASB issued ASU 2018-13, Fair Value Measurement (Topic 820): Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement, which eliminates, adds and modifies certain disclosure requirements for fair value measurements. Under the guidance, public companies will be required to disclose the range and weighted average used to develop significant unobservable inputs for Level 3 fair value measurements. The guidance is effective for all entities for fiscal years beginning after December 15, 2019 and for interim periods within those fiscal years, but entities are permitted to early adopt either the entire standard or only the provisions that eliminate or modify the requirements. The Group adopted ASU 2018-13 on January 1, 2019. The impact of the adoption is not material.

Recent Accounting Pronouncements Not Yet Adopted

In June 2016, the FASB issued ASU 2016-13, Financial Instruments—Credit Losses (Topic 326), to provide financial statement users with more useful information about expected credit losses. ASU 2016-13 also changes how entities measure credit losses on financial instruments and the timing of when such losses are recorded. ASU 2016-13 is effective for fiscal years and interim periods within those years beginning after December 15, 2022 for the Group, with early adoption permitted. The impact of ASU 2016-13 will be evaluated at consolidation basis at YXT.COM Group Holding Limited's level.

In December 2019, the FASB issued ASU 2019-12, "Simplifying the Accounting for Income Taxes" to remove specific exceptions to the general principles in Topic 740 and to simplify accounting for income taxes. The standard is effective for public companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2020. For all other entities, the standard is effective for fiscal years beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022. Early adoption is permitted. The standard is effective for the Group's fiscal year beginning January 1, 2022. The impact of ASU 2019-12 will be evaluated at consolidation basis at YXT.COM Group Holding Limited's level.

3. Concentration and Risks

3.1 Concentration of Credit Risk

Financial instruments that potentially subject the Group to the concentration of credit risks consist of cash and cash equivalents and short-term investments. The maximum exposures of such assets to credit risk is their carrying amounts as of the balance sheet date. The Group deposits its cash and cash equivalents and short-term investments with financial institutions located in jurisdictions where the subsidiary is located. The Group believes that no significant credit risk exists as these financial institutions have high credit quality.

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3. Concentration and Risks (Continued)**3.1 Concentration of Credit Risk (Continued)**

The Group has not experienced any significant recoverability issue with respect to its accounts receivable. The Group assesses the creditworthiness of each customer when providing services and may require the customers to make advance payments or a deposit before the services are rendered.

There are no customers with greater than 10% of the account receivable of the Group in any of the periods presented.

3.2 Concentration of Customers and Suppliers

Substantially all revenue was derived from customers located in China. There are no customers or suppliers from whom revenues or purchases individually represent greater than 10% of the total revenues or the total purchases of the Group in any of the periods presented.

3.3 Foreign Currency Exchange Rate Risk

In July 2005, the PRC government changed its decades-old policy of pegging the value of the RMB to the US\$, and the RMB appreciated more than 20% against the US\$ over the following three years. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the RMB and the US\$ remained within a narrow band. Since June 2010, the RMB has fluctuated against the US\$, at times significantly and unpredictably. The depreciation of the RMB against the US\$ was approximately 5.0% in 2018. The appreciation of the RMB against the US\$ was approximately 1.6% in 2019. The depreciation of the RMB against the US\$ was approximately 1.4% from January 1 to June 24, 2020. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the RMB and the US\$ in the future.

4. Prepaid Expenses, Other Current Assets and Other Non-Current Assets

Prepaid expenses and other current assets consist of the following:

	<u>As of</u> <u>December 31, 2019</u> <u>RMB</u>
Current assets	
Prepaid marketing expenses	2,301
VAT recoverable(1)	2,042
Others	600
	<u>4,943</u>
Non-current assets	
Deposits	<u>1,282</u>

(1) VAT recoverable represented the balances that the Group can utilize to deduct its VAT liabilities.

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5. Property, Equipment and Software, Net

Property, equipment and software, net, consist of the following:

	As of December 31, 2019 RMB
Cost	
Electronic equipment	2,603
Leasehold improvements	1,754
Vehicles	1,180
Furniture	709
Software	108
Total cost	<u>6,354</u>
Less: Accumulated depreciation	(3,604)
Property, equipment and software, net	<u>2,750</u>

Depreciation expense for the year ended December 31, 2019 and the period from January 1, 2020 to June 24, 2020 were RMB 824 and RMB 597, respectively.

6. Operating Lease

The Group has operating leases primarily for office and operation space. The Group's operating lease arrangements have remaining terms of one year to four years as of December 31, 2019 with no variable lease costs.

The Group performed evaluations of its contracts and determined that each of its identified leases are operating leases. The components of operating lease expense were as follows:

	Year Ended December 31, 2019 RMB	Period from January 1 to June 24, 2020 RMB
Operating lease costs	2,241	2,038
Expenses for short-term lease within 12 months	83	369
Total lease cost	<u>2,324</u>	<u>2,407</u>

Supplemental cash flow information related to leases were as follows:

	Year Ended December 31, 2019 RMB	Period from January 1 to June 24, 2020 RMB
Cash paid for amounts included in the measurement of lease liabilities	1,914	2,006
Right-of-use assets obtained in exchange for operating lease liabilities	9,680	—

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6. Operating Lease (Continued)

Supplemental consolidated balance sheet information related to leases were as follows:

	As of December 31, 2019 RMB
Operating lease right-of-use assets	9,493
Operating lease liabilities—current	3,584
Operating lease liabilities—non-current	6,236
Total lease liabilities	<u>9,820</u>
Weighted average remaining lease term	2.69
Weighted average discount rate	5.33%

Maturities of lease liabilities are as follows:

	As of December 31, 2019 RMB
2020	4,011
2021	4,175
2022	2,044
2023	304
Total undiscounted operating lease payments	10,534
Less: imputed interest	(714)
Total	<u>9,820</u>

7. Other Payable and Accrued Liabilities

	As of December 31, 2019 RMB
Salary and welfare payable	6,793
Taxes payable	3,773
Others	1,034
	<u>11,600</u>

8. Taxation**(a) Value Added Tax (“VAT”) and Surcharges**

The Group is subject to VAT at the rate of 6%, 9% and 10% for the corporate learning solution revenue and 6% for the other revenue. 6% is the VAT rate for service fee. 9% is the applicable VAT rate for book sales after April 1, 2019. 10% is the applicable VAT rate for book sales before April 1, 2019.

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8. Taxation (Continued)

(b) Income Tax

Hong Kong

Under the current Hong Kong Inland Revenue Ordinance, the Company's subsidiaries incorporated in Hong Kong are subject to a two-tiered profits tax rates regime. Under the two-tiered profits tax rates regime, the first HK\$2 million of profits of the qualifying group entity will be taxed at 8.25%, and profits above HK\$2 million will be taxed at 16.5%.

China

On March 16, 2007, the National People's Congress of PRC enacted a new Enterprise Income Tax Law ("new EIT law"), under which Foreign Investment Enterprises ("FIEs") and domestic companies would be subject to enterprise income tax at a uniform rate of 25%. The new EIT law became effective on January 1, 2008.

The Group's PRC subsidiary and VIEs are subject to the statutory income tax rate of 25%.

According to relevant laws and regulations promulgated by the State Administration of Tax of the PRC effective from 2008 onwards, enterprises engaging in research and development activities are entitled to claim 150% of their qualified research and development expenses so incurred as tax deductible expenses when determining their assessable profits for the year ('Super Deduction'). The additional deduction of 50% of qualified research and development expenses can only be claimed directly in the annual EIT filing and subject to the approval from the relevant tax authorities. Effective from 2018 onwards, enterprises engaging in research and development activities are entitled to claim 175% of their qualified research and development expenses so incurred as tax deductible expenses. The additional deduction of 75% of qualified research and development expenses can be directly claimed in the annual EIT filing.

Withholding Tax on Undistributed Dividends

The new EIT Law also provides that an enterprise established under the laws of a foreign country or region but whose "actual management body" is located in the PRC be treated as a resident enterprise for PRC tax purposes and consequently be subject to the PRC income tax at the rate of 25% for its global income. The Implementing Rules of the EIT Law merely define the location of the "actual management body" as "the place where the exercising, in substance, of the overall management and control of the production and business operation, personnel, accounting, property, etc., of a non-PRC company is located." Based on a review of surrounding facts and circumstances, the Group does not believe that it is likely that its operations outside of the PRC should be considered a resident enterprise for PRC tax purposes. However, due to limited guidance and implementation history of the EIT Law, there is uncertainty as to the application of the EIT Law. Should the company be treated as a resident enterprise for PRC tax purposes, the company will be subject to PRC income tax on worldwide income at a uniform tax rate of 25%.

The new EIT law also imposes a withholding income tax of 10% on dividends distributed by an FIE to its immediate holding company outside of China, if such immediate holding company is considered as a non-resident enterprise without any establishment or place within China or if the received dividends have no connection with the establishment or place of such immediate holding company within China, unless such immediate holding company's jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. According to the arrangement between Mainland China and Hong Kong Special Administrative

CEIBS PUBLISHING GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(All amounts in thousands, unless otherwise noted)

8. Taxation (Continued)

(b) Income Tax (Continued)

Withholding Tax on Undistributed Dividends (Continued)

Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion in August 2006, dividends paid by an FIE in China to its immediate holding company in Hong Kong will be subject to withholding tax at a rate of no more than 5% if the foreign investor owns directly at least 25% of the shares of the FIE and if Hong Kong company is a beneficial owner of the dividend. The State Taxation Administration (“SAT”) further promulgated SAT Public Notice [2018] No.9 regarding the assessment criteria on beneficial owner status.

As of December 31, 2019, the Group does not have any plan for its PRC subsidiary to distribute their retained earnings and intends to retain them to operate and expand its business in the PRC. Accordingly, no deferred income tax liabilities on withholding tax were provided as of December 31, 2019.

Composition of Income Tax

The components of income/(loss) before tax are as follows:

	Year Ended December 31, 2019 RMB	Period from January 1 to June 24, 2020 RMB
Income/(loss) before tax		
Income/(loss) from PRC entities	14,367	(1,569)
Total income/(loss) before tax	<u>14,367</u>	<u>(1,569)</u>
	Year Ended December 31, 2019 RMB	Period from January 1 to June 24, 2020 RMB
Current income tax expense	3,224	2,145
Deferred income tax benefit	(224)	(2,311)
	<u>3,000</u>	<u>(166)</u>

Reconciliation of the Differences Between Statutory Tax Rate and the Effective Tax Rate

Reconciliation of the differences between the statutory EIT rate applicable to losses of the consolidated entities and the income tax expenses of the Group:

	Year Ended December 31, 2019	Period from January 1 to June 24, 2020
PRC Statutory income tax rate	25.0%	25.0%
Effect of permanent differences ⁽¹⁾	(4.5%)	33.9%
Change in valuation allowance	0.2%	(47.8%)
Effective tax rates	<u>20.7%</u>	<u>11.1%</u>

(1) The permanent differences are primarily related to additional tax deductions for qualified research and development expenses offset by non-deductible expenses.

CEIBS PUBLISHING GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(All amounts in thousands, unless otherwise noted)

8. Taxation (Continued)

(c) Deferred Tax Assets and Deferred Tax Liabilities

The tax effects of temporary differences that give rise to the deferred tax asset balances as of December 31, 2019 are as follows:

	As of December 31, 2019 RMB
Deferred tax assets	
Net accumulated losses-carry forward	25
Deferred revenue	12,007
Accounts receivable allowance	32
Other deductible temporary differences	122
Less: valuation allowance	(23)
Amounts offset by deferred tax liabilities	(1,616)
Total deferred tax assets, net	<u>10,547</u>

	As of December 31, 2019 RMB
Deferred tax liabilities	
Prepaid expenses	(1,320)
Other deductible temporary differences	(296)
Amounts offset by deferred tax assets	1,616
Total deferred tax liabilities, net	<u>—</u>

Movement of Valuation Allowance

	Year Ended December 31, 2019 RMB	Period from January 1 to June 24, 2020 RMB
Balance at beginning of the year	—	(23)
Changes of valuation allowance	(23)	(716)
Balance at end of the year	<u>(23)</u>	<u>(739)</u>

As of December 31, 2019, the Group had tax losses carry forwards of approximately RMB 100 which mainly arose from its subsidiary and consolidated VIEs established in the PRC. The tax losses carry forwards from PRC entities will expire during the year of 2024.

9. Ordinary Shares

On May 4, 2007, the Company was incorporated as limited liability company with authorized share capital of US\$1,610 divided into 16,100,000 shares with par value US\$0.0001 each. On October 31, 2007, 6,110,000 ordinary shares were issued to original investors.

CEIBS PUBLISHING GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(All amounts in thousands, unless otherwise noted)

10. Convertible Redeemable Preferred Shares

On October 31, 2017, the Company entered into a shares purchase agreement with certain investors, pursuant to which 3,900,000 Redeemable Convertible Series A Preferred Shares (“Series A Preferred Shares”) were issued on October 3, 2017 for an aggregated consideration of US\$4,200, net off issuance cost.

The Series A Preferred Shares are referred to as the Preferred Shares. The holders of Preferred Shares are collectively referred to as the Preferred Shareholders. The key terms of the Preferred Shares issued by the Company are as follows:

Redemption Rights

At any time commencing on a date when certain events specified in the shareholders’ agreement (the “Redemption Start Date”) occurred, any holders of the then outstanding Series A Preferred Shares may request a redemption of specified number of Preferred Shares of such series as determined by the shareholder. On receipt of a redemption request from the holders, the Company shall redeem all of the Preferred Shares requested.

The General Redemption will be triggered if a majority of the Series A Preferred Shareholders request for redemption after April 2, 2012. Under General Redemption Triggers, the price at which Series A Preferred Share shall be redeemed shall equal to 100% of the issuance price and declared but unpaid dividend (“Redemption price”).

If on the redemption date triggered by the occurrence of any redemption event, the Company’s assets or funds which are legally available are insufficient to pay in full the aggregate redemption price for Preferred Shares requested to be redeemed, upon the request of a redeeming shareholder, the Company shall execute and deliver a promissory note, bearing an interest of eight percent (8%) per annum and with repayment of the principal and interest to be made on a monthly basis. Preferred Shares subject to redemption with respect to which the Company has become obligated to pay the redemption price but which it has not paid in full shall continue to have all the rights and privileges which such Preferred Shareholders had prior to such date, until the redemption price has been paid in full with respect to such Preferred Shares.

Conversion Rights

Optional Conversion

Each Preferred Share is convertible, at the option of the holder, at any time after the date of issuance of such Preferred Shares according to a conversion ratio, subject to adjustments for dilution, including but not limited to stock splits, stock dividends and capitalization and certain other events. Each Preferred Share is convertible into a number of ordinary shares determined by dividing the applicable original issuance price by the conversion price (initially being 1 to 1 conversion ratio). The conversion price of each Preferred Share is the same as its original issuance price and no adjustments to conversion price have occurred so far.

Automatic Conversion

Each Preferred Share shall automatically be converted into ordinary shares, at the then applicable preferred share conversion price upon (i) closing of a Qualified Initial Public Offering or (ii) the written approval of the holders of a majority of each series of Preferred Shares (calculated and voting separately in their respective single class on an as-converted basis).

CEIBS PUBLISHING GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(All amounts in thousands, unless otherwise noted)

10. Convertible Redeemable Preferred Shares (Continued)

Voting Rights

Each Preferred Share has voting rights equivalent to the number of common shares to which it is convertible at the record date. Each Preferred Share shall be entitled to that number of votes corresponding to the number of ordinary shares on an as-converted basis. The holders of Preferred Shares and ordinary shares shall vote together as a single class.

Appointment of Chief Financial Officer. Series A directors shall have sole discretion to hire, dismiss or reappoint the Chief Financial Officer of the Company or any Company Group.

An affirmative vote of the majority the voting power of Series A preferred shares shall be necessary to effect certain actions, such as any expenditure over US\$250,000 and sale of asset with fair market value exceeds US\$300,000 and etc.

Dividend Rights

The holders of Preferred Shares are entitled to receive annually 8% non-cumulative preferential dividends prior to common shareholder and in addition to aforementioned preferred dividend, the preferred shareholders are also entitled to dividend along with the common shareholders on a pro rata basis.

Liquidation Preferences

In the event of any liquidation (unless waived by the Preferred Shareholders) including deemed liquidation (i.e. change of control, etc.), dissolution or winding up of the Company, holders of the Preferred Shares shall be entitled to receive the liquidation value. After such liquidation amounts have been paid in full, any remaining funds or assets of the Company legally available for distribution to shareholders shall be distributed on a pro rata, pari passu basis among the holders of the Preferred Shares, on an as-converted basis, together with the holders of the ordinary shares.

Accounting for Preferred Shares

The Company classified the Preferred Shares in the mezzanine section of the Consolidated Balance Sheets because they were redeemable at the holders' option any time after a certain date and were contingently redeemable upon the occurrence of certain liquidation event outside of the Company's control. The Preferred Shares are recorded initially at fair value, net of issuance costs.

The Group has determined that, under the whole instrument approach, host contract of the Preferred Shares is more akin to a debt host, given the Preferred Shares holders have potential creditors' right in the event of insufficient fund upon redemption, along with other debt-like features in the terms of the Preferred Shares, including the redemption rights. However, the Group determined that the embedded feature, including conversion feature, do not require bifurcation as they either are clearly and closely related to the host or do not meet definition of a derivative.

The Group has determined that there was no beneficial conversion feature attributable to all Preferred Shares because the initial effective conversion prices of these Preferred Shares were higher than the fair value of the Company's ordinary shares determined by the Group taking into account of an independent third-party appraiser.

CEIBS PUBLISHING GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(All amounts in thousands, unless otherwise noted)

10. Convertible Redeemable Preferred Shares (Continued)*Accounting for Preferred Shares (Continued)*

The Company's Preferred Shares balance as of December 31, 2019 is summarized below. There were no preferred shares activities during the year ended December 31, 2019.

	Series A Shares	
	No of shares	Amount (RMB)
Balance as of January 1, 2019 and December 31, 2019	3,900 thousand shares	29,893

11. Fair Value Measurements

As of December 31, 2019, information about inputs into the fair value measurement of the Group's assets and liabilities that are measured or disclosed at fair value on a recurring basis in periods subsequent to their initial recognition is as follows:

Description	Fair value as of December 31, 2019 RMB	Fair value measurement at reporting date using		
		Quoted Prices in Active Markets for Identical Assets (Level 1) RMB	Significant Other Observable Inputs (Level 2) RMB	Significant Unobservable Inputs (Level 3) RMB
Assets:				
Short-term investments				
Time deposits	60,000	—	60,000	—

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 measures fair value using valuation techniques that use, when possible, current market-based or independently sourced market parameters, such as interest rates and currency rates. Following is a description of the valuation techniques that the Group uses to measure the fair value of assets that the Group reports in its Consolidated Balance Sheets at fair value on a recurring basis.

Short-term investment consists of time deposits, which are valued by the Group on a recurring basis. The Group values its time deposits held in certain banks using model-derived valuations based upon discounted cash flow, in which significant inputs, mainly including expected return, are observable or can be derived principally from, or corroborated by, observable market data, and accordingly, the Group classifies the valuation techniques that use these inputs as Level 2. The expected return of the financial products was determined based on the prevailing interest rates in the market.

12. Commitments and Contingencies*Commitments*

The Group has outstanding commitments on several non-cancellable operating lease agreements. Operating lease commitment within one year or less lease term, for which the Group elected not recognize any lease liability or right-of-use asset, and operating lease contracts which lease commencement date has not been started yet, therefore not yet reflected in the consolidated financial statements as of December 31, 2019 were RMB 29.

CEIBS PUBLISHING GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(All amounts in thousands, unless otherwise noted)

12. Commitments and Contingencies (Continued)

Contingencies

Prior to the acquisition, CEIBS has entered into a quitclaim with CEIBS Publishing Group Limited and stated that it relinquishes and waives all of its rights in relevant intellectual properties and authorizes CEIBS Publishing Group Limited the exclusive right to file for relevant trademark registration and use such intellectual properties worldwide (the “Quitclaim”). In 2021, CEIBS filed a winding up petition with the High Court of Hong Kong (the “Winding-up Proceedings”), seeking to wind up CEIBS Publishing Group Limited and to terminate the Quitclaim. CEIBS filed this petition on the basis that, amongst others, (i) the Share Transfer circumvented and was in breach of a right-of-first offer provision, which requires a shareholder to give notice to other shareholders before it transfers its shares to a transferee who is neither another shareholder or an affiliate of a shareholder; (ii) the Share Transfer has caused a complete and irretrievable breakdown of mutual trust and confidence in the cooperation of CEIBS Publishing Group Limited among the parties; (iii) CEIBS had the right to withdraw the sole and exclusive rights over the trademarks granted to CEIBS Publishing Group Limited when there are significant changes to the shareholder structure of CEIBS Publishing Group Limited based on the memorandum of understanding agreed among the parties; and (iv) the Group infringed its intellectual property rights by using “CEIBS” related trademarks outside the agreed scope under the Quitclaim.

As advised by the Group’s litigation counsel, the Group believes that the claims of CEIBS above lack merit and the likelihood for the Winding-up Proceedings to succeed is relatively remote based on the currently available information. However, at this initial stage, the Group cannot predict whether the outcome of the above claims, in whole or in part, may result in a loss, if any. Therefore, an estimate of the amount or range of reasonably possible losses cannot be made at this stage.

13. Statutory Reserves

Pursuant to laws applicable to entities incorporated in the PRC, the Group’s subsidiary and consolidated VIEs in the PRC must make appropriations from after-tax profit to non-distributable reserve funds. These reserve funds include one or more of the following: (i) a general reserve, (ii) an enterprise expansion fund and (iii) a staff bonus and welfare fund. Subject to certain cumulative limits, the general reserve fund requires an annual appropriation of 10% of after tax profit (as determined under accounting principles generally accepted in the PRC at each year-end) until the accumulative amount of such reserve fund reaches 50% of a company’s registered capital, the other fund appropriations are at the subsidiary’s discretion. These reserve funds can only be used for specific purposes of enterprise expansion and staff bonus and welfare and are not distributable as cash dividends. During the year ended December 31, 2019, RMB 1,284 statutory reserve has been made by the Group.

14. Subsequent Events

The Group has evaluated subsequent events through July 16, 2021, which is the date these consolidated financial statements are available to be issued.

PART II

INFORMATION NOT REQUIRED IN THE 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. Under our post-offering memorandum and articles of association, which will become effective immediately prior to the completion of this offering, to the fullest extent permissible under Cayman Islands law every director and officer of our company shall be indemnified against [all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by him in connection with the execution or discharge of his duties, powers, authorities or discretions as a director or officer of our company, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by him 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 form of indemnification agreements to be filed as Exhibit 10.2 to this Registration Statement, we will agree to indemnify our directors and executive officers against certain liabilities and expenses that they incur in connection with claims made by reason of their being a director or officer of our company.

The Underwriting Agreement, the form of which to be filed as Exhibit 1.1 to this Registration Statement, will also provide for indemnification of us and our officers and directors.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, 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

During the past three years, we have issued the following securities (including options to acquire our ordinary shares) without registering the securities under the Securities Act. We believe that each of the following issuances was exempt from registration under the Securities Act in reliance on Regulation S under the Securities Act regarding sales by an issuer in offshore transactions, pursuant to Section 4(a)(2) of the Securities Act regarding transactions not involving a public offering and/or Rule 701 of the Securities Act. None of the transactions involved an underwriter.

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<u>Purchaser</u>	<u>Date of Issuance</u>	<u>Number of Securities</u>	<u>Consideration</u>
<i>Preferred Shares</i>			
SIG China Investments Master Fund IV, LLLP	July 26, 2018	1,566,056	US\$2,000,000
SIG China Investments Master Fund IV, LLLP	September 7, 2018	1,566,055	US\$2,000,000
YF Elite Alliance Limited	September 10, 2018	15,201,956	US\$30,000,000
Ximalaya (Hong Kong) Limited	July 30, 2019	3,036,570	RMB30,000,000
Potato Capital Holding Limited	July 30, 2019	2,024,380	RMB20,000,000
Bronze Shield Limited	July 30, 2019	2,024,380	RMB20,000,000
YF Elite Alliance Limited	January 15, 2020	8,584,634	US\$20,000,000
SIG China Investments Master Fund IV, LLLP	January 15, 2020	1,459,388	US\$4,000,000
Jump Shot Holding Limited	January 15, 2020	24,809,593	US\$68,000,000
CW MBA Digital Limited	January 24, 2020	3,414,270	Equity interests in a business acquired
Chengwei Capital HK Limited	January 24, 2020	1,838,453	Equity interests in a business acquired
Image Frame Investment (HK) Limited	January 25, 2021	16,883,753	US\$90,000,000
Matrix Partners China VI Hong Kong Limited	March 22, 2021	3,605,492	US\$24,328,252
Hundreds Three Fund Limited Partnership	March 22, 2021	1,482,018	US\$10,000,000
SCC Growth VI Holdco E, Ltd	March 22, 2021	4,446,055	US\$30,000,000

Item 8. Exhibits and Financial Statement Schedules

(a) Exhibits:

See Exhibit Index for a complete list of all exhibits filed as part of this registration, which Exhibit Index is incorporated herein by reference.

(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 and the notes thereto.

Item 9. Undertakings

The undersigned hereby undertakes:

(a) The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

(b) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the U.S. Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 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 of whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

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(c) The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, 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 of 1933 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 of 1933, 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.

YXT.COM GROUP HOLDING LIMITED

EXHIBIT INDEX

Exhibit Number	Description of Document
1.1*	Form of Underwriting Agreement
3.1*	Seventh Amended and Restated Memorandum and Articles of Association of the Registrant, as currently in effect
3.2*	Form of Eighth Amended and Restated Memorandum and Articles of Association of the Registrant, as effective immediately prior to the completion of this offering
4.1*	Form of 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 between the Registrant, the depository and holders of the American Depositary Shares
5.1*	Opinion of Walkers (Hong Kong) regarding the validity of the ordinary shares being registered
8.1*	Opinion of Walkers (Hong Kong) regarding certain Cayman Island tax matters (included in Exhibit 5.1)
8.2*	Opinion of Global Law Office regarding certain PRC tax matters (included in Exhibit 99.2)
10.1*	Form of Indemnification Agreement with each of the Registrant's directors and executive officers
10.2*	Form of Employment Agreement between the Registrant and an executive officer of the Registrant
10.3*	English translation of Equity Interest Pledge Agreement dated September 5, 2018 among Yunxuetang Information, Yunxuetang Network and shareholders of Yunxuetang Network
10.4*	English translation of Exclusive Technology and Consulting Service Agreement dated October 9, 2017 between Yunxuetang Information and Yunxuetang Network
10.5*	English translation of Exclusive Option Agreement dated September 5, 2018 among Yunxuetang Information, Yunxuetang Network and shareholders of Yunxuetang Network
10.6*	English translation of Power of Attorney Agreement dated September 5, 2018 among Yunxuetang Information, Yunxuetang Network and shareholders of Yunxuetang Network
10.7*	English translation of executed form of Spousal Consent granted by the spouse of each individual shareholder of our VIEs, as currently in effect, and a schedule of all executed Spousal Consent Letters adopting the same form
10.8*	English translation of Equity Interest Pledge Agreement dated June 24, 2020 among Fenghe Consulting, Shanghai China Europe and shareholders of Shanghai China Europe
10.9*	English translation of Exclusive Technology and Consulting Service Agreement dated June 24, 2020 between Fenghe Consulting and Shanghai China Europe
10.10*	English translation of Exclusive Option Agreement dated June 24, 2020 among Fenghe Consulting, Shanghai China Europe and shareholders of Shanghai China Europe
10.11*	English translation of Power of Attorney Agreement dated June 24, 2020 among Fenghe Consulting, Shanghai China Europe and shareholders of Shanghai China Europe
10.12*	English translation of Equity Interest Pledge Agreement dated June 24, 2020 among Fenghe Consulting, Shanghai Fenghe and shareholders of Shanghai Fenghe
10.13*	English translation of Exclusive Technology and Consulting Service Agreement dated June 24, 2020 between Fenghe Consulting and Shanghai Fenghe
10.14*	English translation of Exclusive Option Agreement dated June 24, 2020 among Fenghe Consulting, Shanghai Fenghe and shareholders of Shanghai Fenghe

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<u>Exhibit Number</u>	<u>Description of Document</u>
10.15*	English translation of Power of Attorney Agreement dated June 24, 2020 among Fenghe Consulting, Shanghai Fenghe and shareholders of Shanghai Fenghe
10.16	Series D Preferred Share Purchase Agreement dated December 31, 2019 among the Registrant, YXT.COM Holding Limited, YXT.COM (HK) Limited, Yunxuetang Information Technology (Jiangsu) Co., Ltd., Jiangsu Yunxuetang Network Technology Co., Ltd., Beijing Yunxuetang Network Technology Co., Ltd., Suzhou Xuancai Network Technology Co., Ltd., Lu Xiaoyan, Ding Jie, Unicentury Holdings Limited, Dingding Holdings Limited, SIG China Investments Master Fund IV, LLLP and Jump Shot Holdings Limited
10.17	Series E Preferred Share Purchase Agreement dated January 9, 2021 among the Registrant, YXT.COM Holding Limited, YXT.COM (HK) Limited, Yunxuetang Information Technology (Jiangsu) Co., Ltd., Jiangsu Yunxuetang Network Technology Co., Ltd., Beijing Yunxuetang Network Technology Co., Ltd., Suzhou Xuancai Network Technology Co., Ltd., Suzhou Xiwenlejian Network Technology Co., Ltd., Beijing Guoshi Technology Co., Ltd., Digital B-School China Limited, CEIBS Management Ltd., Lu Xiaoyan, Unicentury Holdings Limited and Image Frame Investment (HK) Limited
10.18	Series E-2 Preferred Share Purchase Agreement dated March 22, 2021 among the Registrant, YXT.COM Holding Limited, YXT.COM (HK) Limited, Yunxuetang Information Technology (Jiangsu) Co., Ltd., Jiangsu Yunxuetang Network Technology Co., Ltd., Beijing Yunxuetang Network Technology Co., Ltd., Suzhou Xuancai Network Technology Co., Ltd., Suzhou Xiwenlejian Network Technology Co., Ltd., Beijing Guoshi Technology Co., Ltd., Digital B-School China Limited, CEIBS Management Ltd., Lu Xiaoyan, Unicentury Holdings Limited, Matrix Partners China VI Hong Kong Limited, Hundreds Three Fund Limited Partnership, SCC Growth VI Holdco E, Ltd.
10.19	The Registrant's Fifth Amended and Restated Shareholders Agreement dated March 22, 2021
21.1*	Principal Subsidiaries and Variable Interest Entities of the Registrant
23.1*	Consent of PricewaterhouseCoopers Zhong Tian LLP, Independent Registered Public Accounting Firm
23.2*	Consent of PricewaterhouseCoopers Zhong Tian LLP, independent auditors
23.3*	Consent of Walkers (Hong Kong) (included in Exhibit 5.1)
23.4*	Consent of Global Law Office (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 Global Law Office regarding certain PRC law matters
99.3*	Consent of Frost & Sullivan

* To be filed by amendment.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 Suzhou, the People's Republic of China, on _____, 2021.

YXT.COM GROUP HOLDING LIMITED

By: _____

Name:

Title:

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Xiaoyan Lu as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead in any and all capacities, in connection with this registration statement, including to sign in the name and on behalf of the undersigned, this registration statement and any and all amendments thereto, including post-effective amendments and registrations filed pursuant to Rule 462 under the U.S. Securities Act of 1933, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or his substitute, may lawfully 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 on _____, 2021 in the capacities indicated:

<u>Signature</u>	<u>Title</u>
_____ Xiaoyan Lu	Director, Chairman of Board
_____ Teng Zu	Director, Chief Executive Officer (principal executive officer)
_____ Jie Ding	Director, President
_____ Pun Leung Liu	Director, Chief Financial Officer (principal financial officer and principal accounting officer)
_____ Zixuan Liu	Director
_____ Yazhou Wu	Chief Technology 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 YXT.COM GROUP HOLDING LIMITED, has signed this registration statement or amendment thereto in New York on _____, 2021.

Authorized U.S. Representative

By: _____

Name:

Title:

UNICENTURY GROUP HOLDING LIMITED

YXT.COM HOLDING LIMITED

YXT.COM (HK) LIMITED (雲學堂控股(香港)有限公司)

YUNXUETANG INFORMATION TECHNOLOGY (JIANGSU) CO., LTD. (云学堂信息科技(江苏)有限公司)

JIANGSU YUNXUETANG NETWORK TECHNOLOGY CO., LTD. (江苏云学堂网络科技有限公司)

BEIJING YUNXUETANG NETWORK TECHNOLOGY CO., LTD. (北京云学堂网络科技有限公司)

SUZHOU XUANCAI NETWORK TECHNOLOGY CO., LTD. (苏州炫彩网络科技有限公司)

THE PERSONS LISTED IN SCHEDULE I

SIG CHINA INVESTMENTS MASTER FUND IV, LLLP

AND

JUMP SHOT HOLDINGS LIMITED

SERIES D PREFERRED SHARE PURCHASE AGREEMENT

DATED DECEMBER 31, 2019

THIS SERIES D PREFERRED SHARE PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of December 31, 2019 by and among:

- (1) **UNICENTURY GROUP HOLDING LIMITED**, an exempted company incorporated in the Cayman Islands with limited liability (the “**Company**”);
- (2) **YXT.COM Holding Limited**, a business company incorporated and existing under the Laws of the British Virgin Islands (the “**BVI Subsidiary**”);
- (3) **YXT.COM (HK) LIMITED** (雲學堂控股(香港)有限公司), a company incorporated and existing under the Laws of Hong Kong (the “**HK Subsidiary**”);
- (4) **Yunxuetang Information Technology (Jiangsu) Co., Ltd.** (云学堂信息科技(江苏)有限公司), a wholly foreign owned enterprise incorporated and existing under the Laws of the PRC (the “**WFOE**”);
- (5) **Jiangsu Yunxuetang Network Technology Co., Ltd.** (江苏云学堂网络科技有限公司), a company incorporated and existing under the Laws of the PRC (“**Jiangsu Yunxuetang**”);
- (6) **Beijing Yunxuetang Network Technology Co., Ltd.** (北京云学堂网络科技有限公司), a company incorporated and existing under the Laws of the PRC (“**Beijing Yunxuetang**”);
- (7) **Suzhou Xuancai Network Technology Co., Ltd.** (苏州炫彩网络科技有限公司), a company incorporated and existing under the Laws of the PRC (“**Souzhou Xuancai**”, together with Jiangsu Yunxuetang and Beijing Yunxuetang, the “**Domestic Companies**”, and each a “**Domestic Company**”);
- (8) Lu Xiaoyan (卢小燕) (a/k/a 卢睿泽), a PRC citizen with the PRC ID Card No. being (“**Founder Lu**”);
- (9) **Ding Jie** (丁捷), a PRC citizen with the PRC ID Card No. being (“**Founder Ding**”, together with Founder Lu, the “**Founders**”, and each a “**Founder**”);
- (10) **Unicentury Holdings Limited**, a business company incorporated in the British Virgin Islands with limited liability which is wholly owned by Founder Lu (“**Lu Holdco**”);
- (11) **Dingding Holdings Limited**, a business company incorporated in the British Virgin Islands with limited liability which is wholly owned by Founder Ding (“**Ding Holdco**”, together with Lu Holdco, the “**Founder Holdcos**”, and each a “**Founder Holdco**”, the Founder Holdcos and the Founders, collectively the “**Founder Parties**”, and each a “**Founder Party**”);
- (12) **SIG China Investments Master Fund IV, LLLP**, a limited liability limited partnership incorporated and existing under the Laws of the State of Delaware (“**SIG**”); and

(13) **Jump Shot Holdings Limited**, a company incorporated and existing under the Laws of the Cayman Islands (the “**Lead Investor**”, together with SIG, the “**Investors**” and each an “**Investor**”).

RECITALS

WHEREAS:

A. The Company holds one hundred percent (100%) of the equity interest of the BVI Subsidiary. The BVI Subsidiary holds one hundred percent (100%) of the equity interest of the HK Subsidiary. The HK Subsidiary holds one hundred percent (100%) of the equity interest of the WFOE, which in turn controls Jiangsu Yunxuetang through the Cooperative Agreements (as defined below). Further particulars of the Group Companies are set out in Schedule III to this Agreement.

B. The Group Companies will collectively engage in the business of the R&D of software and online technologies relating to professional training/education and provision of the related consulting and supporting services as well production and sale of multimedia training/educational materials, and other business as approved by the Board (the “**Business**”). The Company seeks expansion capital to grow the Business and, correspondingly, seeks to secure investment from the Investors, on the terms and conditions set forth herein.

C. The Company and YF Elite Alliance Limited (“**Yunfeng**”) entered into a Warrant to Purchase Warrant Shares of Unicentury Group Holding Limited dated September 10, 2018 (the “**Series C Warrant**”), pursuant to which Yunfeng is entitled to, subject to the terms and conditions therein, purchase at the Closing from the Company certain series C convertible redeemable preferred shares, par value US\$0.0001 per share, of the Company (the “**Series C Preferred Shares**”) at eighty-five percent (85%) of the per share purchase price of the Series D Preferred Shares to be issued by the Company herein for an aggregate purchase price of up to US\$20,000,000. Yunfeng desires to exercise the Series C Warrant in full and purchase from the Company, and the Company desires to issue to Yunfeng, at the Closing, certain Series C Preferred Shares for an aggregate purchase price of US\$20,000,000 pursuant to the terms and conditions of the Series C Warrant.

D. The Company desires to issue and sell to each Investor, and each Investor desires to purchase from the Company, certain number of series D convertible redeemable preferred shares, par value US\$0.0001 per share, of the Company (the “**Series D Preferred Shares**”) on the terms and conditions herein.

AGREEMENT

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

1. **DEFINITIONS.**

1.1. **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following respective meanings:

“**Action**” means any notice, charge, claim, action, complaint, petition, investigation, suit or other proceeding, whether administrative, civil or criminal, whether at law or in equity, and whether or not before any mediator, arbitrator or Governmental Authority.

“**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. For the avoidance of doubt, in the case of the Lead Investor, the term “**Affiliate**” includes (i) any direct or indirect controlling shareholder of the Lead Investor, (ii) any of such direct or indirect controlling shareholder’s or the Lead Investor’s general partners, (iii) the fund manager managing such direct or indirect controlling shareholder or the Lead Investor (and general partners and officers thereof) and other funds or Person managed or controlled by such fund manager, and (iv) trusts controlled by or for the benefit of any such Person referred to in (i), (ii) or (iii).

“**Anti-Corruption Laws**” means Laws relating to anti-bribery or anticorruption (governmental or commercial), which are applicable to the business and dealings of any Group Company, and their respective shareholders, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act of 2010, as amended, the Anti-Unfair Competition Law of the PRC, the Criminal Law of the PRC, and the Provision Regulations on Anti-Commercial Bribery.

“**Anti-Money Laundering Laws**” means Laws relating to money laundering, including, without limitation, financial recordkeeping and reporting requirements, which apply to the business and dealings of any Group Company, and their shareholders; such as, without limitation, the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the U.S. Money Laundering Control Act of 1986, as amended, the UK Proceeds of Crime Act 2002, the UK Terrorism Act 2000, as amended, all money laundering-related laws of other jurisdictions where any Group Company conducts business or own asset.

“**Associate**” means, in relation to an individual, his or her spouse, his or her child or step-child, brother, sister, parent, nominee or trustee of any trust in which such individual or any of his or her foregoing mentioned family members is a beneficiary or a discretionary object, or any Affiliate of any of the aforesaid persons or any person acting under his or her instructions (pursuant to an agreement or arrangement, formal or otherwise) in each case from time to time.

“**Balance Sheet Date**” means September 30, 2019.

“**Board**” means the board of directors of the Company.

“**Business Day**” means any day, other than a Saturday, Sunday or any public holidays, on which banks are ordinarily open for business in the Cayman Islands, Hong Kong, the State of New York and the PRC.

“**Centurium Director**” means the director of the Board or the board of any other Group Company appointed by the Lead Investor.

“**Company Owned Intellectual Property**” means any Intellectual Property owned by the Group Companies.

“**Compliance Laws**” means Laws relating to anti-bribery, anti-corruption, anti-money laundering, and trade control, including the Anti-Corruption Laws, the Anti-Money Laundering Laws and the Trade Control Laws.

“**Contract**” means, a contract, agreement, understanding, indenture, note, bond, loan, instrument, lease, mortgage, franchise, license, commitment, purchase order, and other legally binding arrangement, whether written or oral.

“**control**” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise, and such power shall conclusively be presumed to exist upon (i) the possession, directly or indirectly, of more than fifty percent (50%) ownership interest of such Person; (ii) the possession, directly or indirectly, of more than fifty percent (50%) of voting securities of such Person; or (iii) the possession, directly or indirectly, of the power to nominate or appoint a majority of the members of the board of directors or similar governing body of such Person; and the terms “controlling” and “controlled” and “under common control with” have meanings correlative to the foregoing.

“**Cooperative Agreements**” means (i) the Exclusive Technical Consultation Service Agreement (独家技术咨询服务协议) by and between the WFOE and Jiangsu Yunxuetang dated October 9, 2017, (ii) Exclusive Call Option Agreement (独家购股选择权协议) by and among the WFOE, Jiangsu Yunxuetang and the equity holders of Jiangsu Yunxuetang dated September 5, 2018, (iii) the Equity Pledge Agreement (股权质押协议) by and among the WFOE, Jiangsu Yunxuetang and the equity holders of Jiangsu Yunxuetang dated September 5, 2018, (iv) the Shareholders Rights Proxy Agreement (股东权利委托协议) by and among the WFOE, Jiangsu Yunxuetang and the shareholders of Jiangsu Yunxuetang dated September 5, 2018, (v) the Spousal Consents (配偶承诺函) dated September 5, 2018 by each of Chen Yong (陈勇, spouse of Ding Jie (丁捷)), Huang Ling (黄玲, spouse of 吴彬), Ren Qiaohong (任巧红, spouse of 陈红波) and Liu Wenshan (刘文珊, spouse of 许乃汉), and the Spousal Consent (配偶承诺函) dated September 10, 2018 by Liu Jie (刘洁, spouse of 沈锦华), and (vi) the Confirmation Letters (确认函) dated September 10, 2018 by each of Founder Lu and Gao Qi (高琪), and the Confirmation Letter (确认函) by Li Xue (李雪) dated August 5, 2018.

“**Circular 7**” means the Circular of the State Administration of Foreign Exchange on Foreign Exchange Administration of Domestic Individuals’ Participation in Share Incentive Plan of Offshore Public Companies (《关于境内个人参与境外上市公司股权激励计划外汇管理有关问题的通知》) and its successor regulations, implementing rules and guidelines under the Laws of the PRC.

“**Circular 37**” means the Circular of the State Administration of Foreign Exchange on Relevant Issues concerning Foreign Exchange Administration of Offshore Financing, Investment and Roundtrip Investment through Special Purpose Companies by PRC Residents (《关于境内居民通过特殊目的公司境外投融资及返程投资外汇管理有关问题的通知》) and its successor regulations, implementing rules and guidelines under the Laws of the PRC.

“**Course Materials**” means any course materials, including but not limited to, handouts, presentation materials and downloadable contents, that are used by the Domestic Companies in connection with the conduct of the Business, whether or not developed (i) independently by the Domestic Companies, (ii) jointly with any third parties, or (iii) independently by any third parties.

“**ESOP**” means the employee stock option plan of the Company, which, as of the date hereof and immediately after the Closing, means the Existing ESOP only.

“**Existing Articles**” means the Third Amended and Restated Memorandum and Articles of Association of the Company adopted by a special resolution passed on September 10, 2018.

“**Existing Shareholders Agreement**” means the Amended and Restated Shareholders Agreement dated September 10, 2018 by and among the Company, the BVI Subsidiary, the HK Subsidiary, the WFOE, the Domestic Companies, the Founders, the existing shareholders of the Company and other parties thereto.

“**Employee Benefit Plan**” means any employment Contract, deferred compensation Contract, bonus plan, incentive plan, profit sharing plan, retirement Contract or other employment compensation Contract or any other plan which provides or provided benefits for any past or present employee, officer, consultant, and/or director of any Group Company or with respect to which contributions are or have been made on account of any past or present employee, officer, consultant, and/or director of any Group Company.

“**Financial Statements**” means, collectively, (i) the consolidated and audited income statements and statements of cash flows of Jiangsu Yunxuetang for the fiscal year ended December 31, 2017 and the consolidated and audited balance sheets of Jiangsu Yunxuetang as at the end of December 31, 2017, (ii) pro forma consolidated and unaudited income statements and statements of cash flows for the WFOE for the fiscal years ended December 31, 2017 and 2018 respectively and for nine (9) months ended September 30, 2019 and pro forma consolidated and unaudited balance sheets for the WFOE as at (x) December 31, 2017, (y) December 31, 2018, and (z) September 30, 2019 respectively, and (iii) unaudited income statements for each of the Company, the BVI Subsidiary and the HK Subsidiary for fiscal years ended December 31, 2017 and 2018 respectively and for nine (9) months ended September 30, 2019 and unaudited balance sheets for each of the Company, the BVI Subsidiary and the HK Subsidiary as at (x) December 31, 2017, (y) December 31, 2018, and (z) September 30, 2019 respectively.

“**Group Companies**” or the “**Group**” means collectively the Company, the BVI Subsidiary, the HK Subsidiary, the WFOE, the Domestic Companies and any other entity whose financial statements are consolidated with those of the Company in accordance with the IFRS and are recorded on the books of the Company for financial reporting purposes (each a “**Group Company**”).

“**Governmental Authority(ies)**” means any government of any nation or any federation, province or state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any Governmental Authority, agency, department, board, commission or instrumentality of the PRC or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“**IFRS**” means the International Financial Reporting Standards, as may be amended from time to time.

“**Intellectual Property**” means all patents, patent applications, trademarks, service marks, trade names, domain names, copyrights, copyright registrations and applications and all other rights corresponding thereto, inventions, databases and all rights therein, all computer software including all source code, object code, firmware, development tools, files, records and data, including all media on which any of the foregoing is stored, formulas, designs, trade secrets, confidential and proprietary information, proprietary rights, know-how and processes of a company, and all documentation related to any of the foregoing.

“**Law**” or “**Laws**” means any and all provisions of any applicable constitution, treaty, statute, law, regulation, ordinance, code, rule, or rule of common law, any governmental approval, concession, grant, franchise, license, agreement, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, in each case as amended, and any and all applicable governmental orders.

“**Lien**” means any claim, charge, easement, encumbrance, lease, covenant, security interest, lien, option, pledge, rights of others, or restriction (whether on voting, sale, transfer, disposition or otherwise), whether imposed by contract, understanding, Law, equity or otherwise.

“**Material Adverse Effect**” means (i) a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, prospects, property or results of operations of the Group Companies taken as a whole, or (ii) a material impairment of the ability of the Company, any other Group Company or the Founder Parties to perform the material obligations of such Person hereunder or under any other Transaction Document, as applicable, other than effects due to or resulting from (a) changes in general economic or market conditions; (b) matters generally affecting the industries in which the Group Companies operate; (c) changes in generally accepted accounting principles or standards applicable to any member of the Group Companies; (d) changes in Laws; and (e) acts taken or omissions made in accordance with Transaction Documents or at the request of the Lead Investor; provided that (i) effects due to or resulting from the foregoing clause (a) or (b) shall be excluded from the definition of “Material Adverse Effect” only to the extent that the Group Companies are not disproportionately affected by comparison to other companies with the same or similar level of valuation operating in the industries in which the Group Companies operate, and (ii) effects due to or resulting from the foregoing clause (d) shall be excluded from the definition of “Material Adverse Effect” only to the extent that the Group Companies are not disproportionately affected by comparison to other companies whose principal business is the same as or similar to that of the Group.

“**Ordinary Shares**” shall mean, the Company’s ordinary shares, par value US\$0.0001 per share.

“**Permit**” means any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any Person, including any Governmental Authority.

“**Person**” means, any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

“**PRC**” means the People’s Republic of China, but solely for the purposes of this Agreement and the other Transaction Documents, excluding Hong Kong, the Macau Special Administrative Region and the islands of Taiwan.

“**PRC GAAP**” means the PRC generally accepted accounting principles.

“**Preferred Shares**” means the Series A Preferred Shares, the Series B Preferred Shares, the Series C Preferred Shares and the Series D Preferred Shares collectively.

“**Prior Financing Documents**” means collectively, (i) the Series A Preferred Share Purchase Agreement dated as of November 3, 2017 by and among SIG, the Company and other parties thereto (the “**Series A SPA**”), (ii) the Series B Preferred Share Purchase Agreement dated as of September 10, 2018 by and among the Company, Ximalaya (Hong Kong) Limited, Potato Capital Holding Limited, Bronze Shield Limited and other parties thereto, (iii) the Series C Preferred Share Purchase Agreement dated as of September 10, 2018 by and among the Company, Yunfeng and other parties thereto, and (iv) the other agreements and documents contemplated by or required for implementing the transactions contemplated by any of the foregoing (other than those agreements or documents without any outstanding rights and obligations).

“**Public Official**” means any executive, official, or employee of a Governmental Authority, political party or member of a political party, political candidate; executive, employee or officer of a public international organization; or director, officer or employee or agent of a wholly owned or partially state-owned or controlled enterprise, including a PRC state-owned or controlled enterprise.

“**Qualified Public Offering**” has the meaning set forth in the Shareholders Agreement.

“**Registered Intellectual Property**” means all Intellectual Property solely owned by any Group Company, wherever located, that is the subject of an application, certificate, filing, registration or other document issued by, filed with or recorded by any Governmental Authority.

“**Restated Articles**” means the Fourth Amended and Restated Memorandum and Articles of Association of the Company to be adopted on or prior to the Closing with respect to the Lead Investor, in the form attached hereto as Exhibit A.

“**SAFE**” means the State Administration of Foreign Exchange of the PRC and its local counterparts.

“**Sanctioned Person**” means any Person that is the subject or target of sanctions or restrictions under the Trade Control Laws, including (i) a national or resident of any U.S. embargoed or restricted country or other Sanctioned Country, (ii) included on, or affiliated with any Person on, the United States Commerce Department’s Denied Parties List, Entities and Unverified Lists; the U.S. Department of Treasury’s Specially Designated Nationals and Blocked Persons List, Specially Designated Narcotics Traffickers or Specially Designated Terrorists, or the Annex to Executive Order No. 13224; the Department of State’s Debarred List; UN Sanctions, or (iii) a Person with whom business transactions, including exports and re-exports, are restricted by a U.S. Governmental Authority, including, in each clause above, any updates or revisions to the foregoing and any newly published rule.

“**Sanctioned Country**” means any country or region that is, or has been in the last five years, the subject or target of a comprehensive embargo under Trade Control Laws (including Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine).

“**Securities Act**” means the U.S. Securities Act of 1933, as amended and interpreted from time to time.

“**Shareholders Agreement**” means the Second Amended and Restated Shareholders Agreement to be entered into by and among the parties hereto on or prior to the Closing, in the form attached hereto as Exhibit B.

“**Tax**” means any national, provincial, municipal, or local taxes, charges, fees, levies, or other assessments, including all net income (including enterprise income tax and individual income withholding tax), turnover (including value-added tax, business tax, and consumption tax), resource (including urban and township land use tax), special purpose (including land value-added tax, urban maintenance and construction tax, and additional education tax), property (including urban real estate tax and land use taxes), documentation (including stamp duty and deed tax), filing, recording, social insurance (including pension, medical, unemployment, housing, and other social insurance withholding), tariffs (including import duty and import value-added tax), and estimated and provisional taxes of any kind whatsoever, and all interest, penalties (administrative, civil or criminal), or additional amounts imposed by any Governmental Authority in connection with any of the foregoing tax items.

“**Tax Return**” means any return, report or statement showing taxes, used to pay taxes, or required to be filed with respect to any tax (including any elections, declarations, schedules or attachments thereto, and any amendment thereof), including any information return, claim for refund, amended return or declaration of estimated or provisional tax.

“**Trade Control Laws**” means all U.S. and non-U.S. Laws relating to (i) economic or trade sanctions (including Laws administered or enforced by the U.S. Department of Treasury OFAC or the U.S. Department of State), (ii) export, re-export, transfer, and import controls (including the U.S. Export Administration Regulations, and the Laws administered by U.S. Customs and Border Protection) and (iii) the anti-boycott requirements administered by the U.S. Department of Commerce and the U.S. Department of Treasury’s Internal Revenue Service.

“Warrantors” means collectively the Group Companies and the Founder Parties, and each a “Warrantor”.

1.2. Other Defined Terms. The following terms shall have the meanings defined for such terms in the sections set forth below:

Affiliation Relationship	Section 8.10(a)
Agreement	Preamble
Ancillary Agreements	Section 4.4(a)
Business	Recitals
CFC	Section 4.17(f)
Closing	Section 3.1
Closing Date	Section 3.1
Code	Section 4.17(f)
Company	Preamble
Company Intellectual Property	Section 4.8(a)
Constitutional Documents	Section 4.4(a)
Conversion Shares	Section 2.1
Cooperative Agreements	Recitals
Ding Holdco	Preamble
Disclosure Schedule	Section 4
Director Indemnification Agreement	Section 6.1(m)
Domestic Company(ies)	Preamble
Domestic Residents	Section 4.11(b)
Employee Share Restriction Agreements	Section 6.1(u)
Existing ESOP	Section 4.2(b)
External Representatives	Section 4.18
Founder	Preamble
Founder Ding	Preamble
Founder Holdcos	Preamble
Founder Lu	Preamble
Founder Parties	Preamble
Group Representatives	Section 4.18
HKIAC	Section 9.15(b)
HKIAC Rules	Section 9.15(b)
HK Subsidiary	Preamble
Indemnitee	Section 9.1(a)
Indemnifiable Loss	Section 9.1(a)
Injunction	Section 6.1(a)
Internet Publication Permit	Section 8.5(a)
Investor(s)	Preamble
Investor’s Partners	Section 8.18(b)

Key Employee(s)	Section 4.22(b)
Lead Investor	Preamble
Lease	Section 4.7(b)
Licenses	Section 4.8(e)
Lu Holdco	Preamble
Material Contract	Section 4.9(a)
Network Culture License	Section 8.5(a)
Online Broadcasting License	Section 8.5(a)
PFIC	Section 4.17(g)
Proceeds	Section 8.1
Public Software	Section 4.8(g)
Purchase Price	Section 2.1
Purchased Shares	Section 2.1
Relevant Jurisdiction	Section 8.10(e)
Restriction Period	Section 8.10(a)
Share Restriction Agreement	Section 6.1(l)
School Permit	Section 8.5(a)
Series A Preferred Shares	Recitals
Series A Warrant	Recitals
Series B Preferred Shares	Recitals
Series C Warrant	Recitals
Series C Preferred Shares	Recitals
Series D Preferred Shares	Recitals
SIG	Preamble
Subpart F Income	Section 8.18(b)
Suzhou Yunzheng	Section 6.1(v)
Suzhou Xinzhi	Section 6.1(u)
Termination Date	Section 9.17
Transaction Documents	Section 4.4(a)
WFOE	Preamble
XWLJ	Section 6.1(t)
XWLJ Acquisition	Section 6.1(t)
XWLJ Acquisition Agreement	Section 6.1(t)
Yunfeng	Recitals

2. AGREEMENT TO PURCHASE AND SELL SHARES.

2.1. Agreement to Purchase and Sell Shares. Subject to the terms and conditions hereof, at the Closing, the Company shall issue and sell to each Investor, and each Investor shall purchase from the Company, such number of Series D Preferred Shares (the “**Purchased Shares**”) for such amount of aggregate purchase price (the “**Purchase Price**”), each as set forth opposite such Investor’s name on Schedule II attached hereto. The Series D Preferred Shares shall have the rights, privileges and restrictions as set forth in the Restated Articles attached hereto as Exhibit A. The Ordinary Shares issuable upon conversion of the Series D Preferred Shares pursuant to the Restated Articles will be hereinafter referred to as the “**Conversion Shares**”.

2.2. Transfer of Purchase Price. Each Investor shall pay the aggregate Purchase Price as set forth opposite such Investor's name in Schedule II attached hereto to the Company for its Purchased Shares, which shall be payable in cash by wire transfer of United States dollars in immediately available funds to a designated account of the Company at the Closing, provided that the Company shall deliver a wire transfer instruction in form and substance attached hereto as Exhibit E to each Investor at least five (5) Business Days prior to the Closing.

2.3. Post-Closing Capitalization Structure. Immediately after the issuance and sale of the Purchased Shares pursuant to the terms hereof and the full exercise of the Series C Warrant pursuant to its terms, the post-closing capitalization table of the Company is as set out in Schedule IV hereto.

3. **CLOSINGS; DELIVERIES.**

3.1. Closing. The closing of the purchase and sale of the Purchased Shares of each Investor (each, a "**Closing**") shall be conducted by remote exchange of documents or electronic documents on the date when such Investor delivers a written confirmation of fulfillment or waiver of the conditions to its Closing as set forth in Section 6, or at such other time as the Company and the Investor may mutually agree upon in writing (the date of any Closing, the "**Closing Date**").

3.2. Deliveries. At the Closing of an Investor, the Company shall deliver to such Investor: (i) a copy of the updated register of members of the Company, certified by the registered office provider of the Company as true and complete as of the applicable Closing Date, reflecting the issuance to such Investor of the Purchased Shares being purchased by it, (ii) solely with respect to the Lead Investor, a copy of the updated register of directors of each of the Company, the BVI Subsidiary and the HK Subsidiary, certified by the registered officer provider, registered agent or company secretary (as applicable) of the Company, the BVI Subsidiary and the HK Subsidiary respectively as true and complete as of the applicable Closing Date, evidencing the appointment of the Centurium Director to the board of such Group Company, and (iii) a copy of the duly executed share certificate dated as of the applicable Closing Date representing such Investor's ownership of the Purchased Shares being purchased by it in accordance with Section 2 as registered in the name of such Investor as of such Closing Date, with the original to be delivered to such Investor within five (5) Business Days following its Closing.

3.3. Several and Not Joint Obligations. The respective rights and obligations of the Investors hereunder, including the rights and obligations set forth in Section 2 and this Section 3 shall be several and not joint. For the avoidance of doubt, an Investor shall be entitled to, whether alone or along with the other Investor(s), proceed to its Closing and purchase the number of the Purchased Shares set forth opposite its name on Schedule II pursuant to the terms hereof. The Closing of one Investor shall not be conditional upon the simultaneous Closing by any other Investor.

4. **REPRESENTATIONS AND WARRANTIES OF THE WARRANTORS.**

The Warrantors hereby jointly and severally represent and warrant to each Investor, subject to the disclosures set forth in the disclosure schedule attached to this Agreement as Schedule V (the “**Disclosure Schedule**”) (which Disclosure Schedule shall be deemed to be representations and warranties to the Investors), as of the date hereof and as of each Closing (except for representations and warranties that address matters only as of a particular date, will only need to be true and correct as of such particular date), as set forth in this Section 4.

Where any representation, warranty or undertaking of the Warrantors is expressed to be given “to the best knowledge of the Warrantors” or similar expressions, such representation, warranty or undertaking shall be deemed to have been made or given based on the current actual knowledge of the Founders and the directors of the Group Companies and their actual knowledge after due and diligent inquiries of officers and other employees of the Group Companies.

4.1. Organization, Standing and Qualification. Each of the Group Companies and the Founder Holdcos is duly organized, validly existing and in good standing (or equivalent status in the relevant jurisdiction) under, and by virtue of, the Laws of the place of its incorporation or establishment and has all the requisite power and authority to own its properties and assets and to carry on its business as now conducted and as currently proposed to be conducted, and to perform each of its obligations hereunder and under each other Transaction Document to which it is a party. Each Group Company is qualified to do business and is in good standing (or equivalent status in the relevant jurisdiction) in each jurisdiction in which it conducts its business. Each of the WFOE and the Domestic Companies has a valid business license issued by the competent Governmental Authority, and has, since its establishment, carried on its business in compliance with the business scope set forth in its business license.

4.2. Capitalization.

(a) As of the date hereof, the Company is authorized to issue a total of 500,000,000 shares, par value 0.0001 per share, which shall consist of the following:

(i) Ordinary Shares. The Company is authorized to issue a total of 467,924,867 Ordinary Shares, of which 56,179,775 Ordinary Shares are issued and outstanding.

(ii) Series A Preferred Shares. The Company is authorized to issue a total of 9,787,847 Series A Preferred Shares, all of which are issued and outstanding.

(iii) Series B Preferred Shares. The Company is authorized to issue a total of 7,085,330 Series B Preferred Shares, all of which are issued and outstanding.

(iv) Series C Preferred Shares. The Company is authorized to issue a total of 15,201,956 Series C Preferred Shares, all of which are issued and outstanding.

Immediately prior to the Closing, but after the adoption of the Restated Articles, the Company shall be authorized to issue a total of 500,000,000 shares, par value US\$0.0001 per share, which shall consist of the following:

- (i) Ordinary Shares. The Company shall be authorized to issue a total of 433,071,252 Ordinary Shares, of which 56,179,775 Ordinary Shares shall be issued and outstanding.
 - (ii) Series A Preferred Shares. The Company shall be authorized to issue a total of 9,787,847 Series A Preferred Shares, all of which shall be issued and outstanding.
 - (iii) Series B Preferred Shares. The Company shall be authorized to issue a total of 7,085,330 Series B Preferred Shares, all of which shall be issued and outstanding.
 - (iv) Series C Preferred Shares. The Company shall be authorized to issue a total of 23,786,590 Series C Preferred Shares, of which 15,201,956 Series C Preferred Shares shall be issued and outstanding.
 - (v) Series D Preferred Shares. The Company shall be authorized to issue a total of 26,268,981 Series D Preferred Shares, none of which shall be issued and outstanding prior to the Closing.
- (b) Options, Warrants, Reserved Shares. As of the Closing, the Company will have reserved (i) a sufficient number of Series D Preferred Shares for the issuance of the Purchased Shares, (ii) a sufficient number of Series C Preferred Shares for the issues of Series C Preferred Shares upon full exercise of the Series C Warrant, and (iii) a sufficient number of Ordinary Shares for issuance upon the conversion of all Purchased Shares. Except for (A) the preemptive rights, right of first refusal, right of co-sale and other rights of the Preferred Shares, as provided in the Shareholders Agreement and the Restated Articles, (B) the Series C Warrant (which will be fully exercised upon the Closing), the Ordinary Shares and Preferred Shares as set forth in Section 4.2(a), (C) 2,956,830 Ordinary Shares (and options and warrants therefor) reserved for issuance to employees and consultants of the Group Companies pursuant to the shareholders resolutions and the sole director resolutions of the Company each dated November 3, 2017 (the “**Existing ESOP**”) and (D) those as disclosed in Section 4.2 (b) of the Disclosure Schedule, there are no (x) options, warrants, conversion privileges, agreements or rights of any kind with respect to the issuance, sale or purchase of the shares or any other securities of any Group Company, or (y) securities or rights of any Group Company convertible into or exchangeable for equity or other securities of any Group Company. Apart from the exceptions noted in this Section 4.2(b), the Shareholders Agreement and the Restated Articles, no shares (including the Purchased Shares and the Conversion Shares) of the outstanding share capital of any Group Company, or shares issuable upon exercise or exchange of any outstanding options, warrant or other securities of any Group Company, or any other rights or securities issued or issuable by any Group Company, are subject to any preemptive rights, rights of first refusal or other rights or resections of any kind with respect to purchase, sale or issuance of such shares or securities (whether in favor of any Group Company or any other Person).
- (c) Outstanding Security Holders. A complete and accurate list of all shareholders, option holders and other security holders of the Company immediately prior to and after the Closing Date, indicating the type and number of shares, options or other securities held by each such shareholder, option holder or other security holder is set forth in the capitalization tables in Schedule IV. The information set out in Schedule IV is true and complete in all respects and there is no information the omission of which might make such information misleading or inaccurate in any respect.

(d) Vesting of Shares. Except as described in this Agreement, the Shareholders Agreement and the Share Restriction Agreements (as defined below), no share plan, share purchase, share option or other agreement or understanding between the Company and any holder of any securities or rights exercisable or convertible for securities provides for acceleration or other changes in the vesting provisions or other terms of such agreement or understanding as the result of the occurrence of any event. The proposed transactions under this Agreement and the other Transaction Documents do not and will not result in any acceleration or changes in any such vesting provisions or terms.

(e) Issuance and Status. All presently outstanding shares and other equity securities of each Group Company were duly and validly issued (or subscribed for) in compliance with all applicable Laws, preemptive rights of any Person, and applicable contracts, and are fully paid or credited as fully paid (which, in the case of each PRC entity, shall be fully paid in accordance with its articles of association) and non-assessable, and are free and clear of all Liens (except for any restrictions on transfer under the Cooperative Agreements, the Existing Shareholders Agreement, the Existing Articles or applicable Laws). All share capital or registered capital, as the case may be, of each Group Company have been duly and validly issued and fully paid (or subscribed for) in accordance with its articles of association, is non-assessable, and is and as of the Closing shall be free of any and all Liens (except for any restrictions on transfer under the Cooperative Agreements, the Existing Shareholders Agreement, the Existing Articles or applicable Laws). No share capital or registered capital of any Group Company was issued or subscribed to in violation of the preemptive rights of any Person, terms of any contract (whether written or oral), or any Laws, by which each such Group Company at the time of issuance or subscription was bound. Except as expressly and specifically contemplated under the Transaction Documents, there are no (i) resolutions pending to increase the share capital or registered capital of any Group Company, (ii) dividends which have accrued or been declared but are unpaid by any Group Company, or (iii) outstanding or authorized equity appreciation, phantom equity, equity plans or similar rights with respect to any Group Company. Except for those set forth in the Cooperative Agreements, the Shareholders Agreement and the Restated Articles, there is no voting, nominee, agency or entrustment or other similar arrangement with respect to the shares or equity interest of any Group Company.

4.3. Subsidiaries; Group Structure.

(a) As of the Closing, except for the BVI Subsidiary, the HK Subsidiary, the WFOE, the Domestic Companies and as set out under Section 4.3(a) of the Disclosure Schedule, the Company does not presently own or control, directly or indirectly, any equity securities or other interest in any other corporation, partnership, trust, joint venture, association, or other entity. Except as described in Section 4.3(a) of the Disclosure Schedule, none of the Domestic Companies has any subsidiary or own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, association or other entity, nor maintains any offices or branches or subsidiaries. As of the Closing, the information relating to each Group Company as set out in Schedule IV is true and accurate in all respects and there is no information the omission of which might make such information misleading or inaccurate in any respect.

(b) Except as described in Section 4.3(b) of the Disclosure Schedule, as of the Closing, each Domestic Company shall possess all requisite Permits that are material for the conduct of the Business as currently conducted or the business as set forth in the business scope of such entity and for the ownership and operation of its assets and property.

4.4. Due Authorization.

(a) All corporate actions on the part of the Group Companies and, as applicable, their respective officers, directors and shareholders necessary for (i) the authorization of the Restated Articles, the certificate of incorporation or other equivalent corporate charter documents of any of the Group Companies (collectively with the Restated Articles, the “**Constitutional Documents**”), (ii) the authorization, execution and delivery by the Group Companies of, the performance of the obligations of the Group Companies under, and the consummation by the Group Companies of the transactions contemplated by (x) this Agreement, (y) the Shareholders Agreement, the Share Restriction Agreements, the Director Indemnification Agreement (as defined below), and the various agreements attached to this Agreement (collectively, the “**Ancillary Agreements**”), and (z) the Cooperative Agreements (together with this Agreement, the Restated Articles and the Ancillary Agreements, the “**Transaction Documents**”), and (iii) the authorization, issuance, reservation for issuance and delivery of all of the Purchased Shares under this Agreement and of the Ordinary Shares issuable upon conversion of the Purchased Shares, have been taken or will be taken prior to the Closing. Each of the Transaction Documents and the Constitutional Documents to which such Group Company is a party or is subject to is a valid and binding obligation of each such Group Company enforceable against it in accordance with its terms, subject, as to the enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar Laws affecting creditors’ rights generally and to general equitable principles.

(b) As to each Founder Party, (i) such party has all requisite power, authority and capacity to, and if applicable, has taken or will prior to the Closing take all corporate actions to enter into the Transaction Documents, perform its obligations under the Transaction Documents and consummate the transactions contemplated under the Transaction Documents, in each case, to which it is a party, and (ii) each of the Transaction Documents to which it is a party, when executed and delivered by it, will constitute valid and legally binding obligations of it and be enforceable against it in accordance with its terms, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar Laws affecting creditors’ rights generally and to general equitable principles.

4.5. Valid Issuance of Purchased Shares.

(a) The Purchased Shares and the Conversion Shares, when issued and delivered in accordance with the terms of this Agreement and the Restated Articles, will be duly and validly issued, fully paid and non-assessable, and free and clear of any Liens (except for those set forth under the Shareholders Agreement or the Restated Articles).

(b) All currently outstanding shares of the Company are duly and validly issued, fully paid and non-assessable, and all outstanding shares, options, warrants and other securities of the Company and each other Group Company have been issued in full compliance with the requirements of all applicable securities Laws including, to the extent applicable, the registration and prospectus delivery requirements of the Securities Act, or in compliance with applicable exemptions therefrom, and all other provisions of applicable securities Laws, including, without limitation, anti-fraud provisions.

4.6. Liabilities. Except as disclosed in Section 4.6 of the Disclosure Schedule or under the Financial Statements, no Group Company has any indebtedness (whether for borrowed money or otherwise, other than the indebtedness incurred in the ordinary course of business of the Group Companies) that it has directly or indirectly created, incurred, assumed, or guaranteed, or with respect to which the Group Company has otherwise become directly or indirectly liable.

4.7. Title to Properties and Assets.

(a) Each Group Company has valid title to, or a valid leasehold interest in or right to the properties and assets currently held and used by it, and has full right to use the offices currently used by it, in each case subject to no Liens except for encumbrances and Liens that arise in the ordinary course of business and do not materially impair the Group Company's ownership or use of such property or assets. The foregoing properties, assets and rights collectively represent in all material respects all properties, assets and rights necessary for the conduct of the business of the Group Companies in the manner conducted during the periods covered by the Financial Statements and as presently conducted. Except for leased items, no Person other than a Group Company owns any interest in any such assets. All machinery, vehicles, equipment and other tangible personal property owned or leased by a Group Company are (i) in good condition and repair in all material respects (reasonable wear and tear excepted) and (ii) not obsolete or in need in any material respect of renewal or replacement, except for renewal or replacement in the ordinary course of business.

(b) No Group Company owns or has legal or equitable title or other right or interest in any real property other than as held pursuant to Leases. Section 4.7(b) of the Disclosure Schedule sets forth each leasehold interest pursuant to which any Group Company holds any real property (a "Lease"), indicating the parties to such Lease, the address of the property demised under the Lease, the rent payable under the Lease and the term of the Lease. The particulars of the Leases as set forth in Section 4.7(b) of the Disclosure Schedule are true and complete. Each Lease constitutes the entire agreement with respect to the property demised thereunder. To the best knowledge of the Warrantors, the lessor under each Lease is qualified and has obtained all Permits (as defined below) necessary to enter into such Lease, including without limitation any Permits required from the owner of the property demised pursuant to the Lease if the lessor is not such owner. There is no claim asserted or, to the best Knowledge of the Warrantors, threatened by any Person regarding the lessor's ownership of the property demised pursuant to each Lease. Except as disclosed in Section 4.7(b) of the Disclosure Schedule, each Lease is in compliance in all material respects with applicable Laws, including with respect to the ownership and operation of property and conduct of business as now conducted by the applicable Group Company which is a party to such Lease, and each party to each Lease is in full compliance with the terms of the relevant Leases. Each Group Company which is a party to a Lease has accepted possession of the property demised pursuant to the Lease and is in actual possession thereof and has not sublet, assigned or hypothecated its leasehold interest. No Group Company uses any real property in the conduct of its business except insofar as it has secured a Lease with respect thereto. The leasehold interests under the Leases held by each Group Company are adequate for the conduct of the business of such Group Company as currently conducted. There exists no pending or, to the best knowledge of the Warrantors, threatened condemnation, confiscation, eminent domain proceeding, dispute, claim, demand or similar proceeding with respect to, or which could materially and adversely affect, the continued use and enjoyment of such leasehold interests. To the best knowledge of the Warrantors, there are no circumstances that would entitle any Governmental Authority or other Person to take possession or otherwise restrict use, possession or occupation of any property subject to any Leases.

(c) To the best knowledge of the Warrantors, the use, distribution, licensing, sale, or disposal of any asset or property of any Group Company does not infringe, misappropriate or violate any rights of any other party.

(d) No action, suit, investigation or government proceeding (i) challenging the validity, enforceability, or ownership of any asset or property of any Group Company, or (ii) alleging that the use, distribution, licensing, sale, or disposal of any asset or property of any Group Company infringes, misappropriates or violates any right of any third party, is pending or is threatened by any Person against any of the Group Companies. To the best knowledge of the Warrantors, there is no unauthorized use, infringement or misappropriation of any of the assets or properties of the Group Companies by any third party, employee or former employee.

4.8. Intellectual Property.

(a) Company Intellectual Property. Each Group Company owns or has the rights to use or otherwise has the sufficient rights (including but not limited to the rights of development, maintenance, licensing and sale) to, all Intellectual Property that is material for the conduct of the Business (“**Company Intellectual Property**”) without any conflict with or infringement of the rights of any other Person. Section 4.8(a) of the Disclosure Schedule sets forth a complete and accurate list of all Company Intellectual Property (including all Registered Intellectual Property) for each Group Company, including for each the relevant name or description, registration/certification or application number, and filing, registration or issue date.

(b) Intellectual Property Ownership. Except as disclosed in Section 4.8(b) of the Disclosure Schedule, all Registered Intellectual Property is owned by and registered or applied for solely in the name of a Group Company, is valid and subsisting and has not been abandoned, and all necessary registration, maintenance and renewal fees with respect thereto and currently due have been satisfied. No Group Company or, to the best knowledge of the Warrantors, any of its employees, officers or directors has taken any actions or failed to take any actions that would cause any material Registered Intellectual Property owned by the Group Companies to be invalid, unenforceable or not subsisting. To the best knowledge of the Warrantors, no funding or facilities of a Governmental Authority or a university, college, other educational institution or research center was used in the development of any material Company Owned Intellectual Property. No Company Owned Intellectual Property is the subject of any Lien, encumbrance, license or other contract (whether written or oral) to which any Group Company is a party granting rights therein to any other Person. No Group Company is or has been a member or promoter of, or contributor to, any industry standards bodies, patent pooling organizations or similar organizations that could require or obligate a Group Company to grant or offer to any Person any license or right to any Company Owned Intellectual Property. No Registered Intellectual Property is subject to any proceeding or outstanding governmental order or settlement agreement or stipulation that restricts in any manner the use, transfer or licensing thereof, or any Group Company’s products or services, by any Group Company or may affect the validity, use or enforceability of such Registered Intellectual Property. The Founders have assigned and transferred to a Group Company any and all of their Intellectual Property related to the business conducted by the Group Companies. No Group Company has (i) transferred or assigned any material Company Owned Intellectual Property; (ii) authorized the joint ownership of, any material Company Owned Intellectual Property; or (iii) permitted the rights of any Group Company in any Registered Intellectual Property to lapse or enter the public domain.

(c) Infringement, Misappropriation and Claims. No Group Company has violated, infringed or misappropriated any Intellectual Property of any other Person, provided that the forgoing representations and warranties under this Section 4.8(c) shall not be applied to any violation, infringement or misappropriation of any Intellectual Property of any other Person caused by or arising from any products produced by any third party and distributed or sold by any Group Company, provided that such Group Company shall have duly inquired such third party with respect to the ownership of/licensed rights to use the Intellectual Property applied in the products, nor has any Group Company received any written notice alleging any of the foregoing. To the best knowledge of the Warrantors, no Person has violated, infringed or misappropriated any Company Owned Intellectual Property of any Group Company, and no Group Company has given any written notice to any other Person alleging any of the foregoing. To the best knowledge of the Warrantors, no Person has challenged the ownership of the Company Owned Intellectual Property or the use of other Company Intellectual Property by any Group Company. No Group Company has agreed to indemnify any Person for any infringement, violation or misappropriation of any Intellectual Property by such Person.

(d) Assignments and Prior Intellectual Property. All material inventions and material know-how conceived by employees, consultants and independent contractors of a Group Company related to the business of such Group Company (other than the Course Materials developed jointly with or independently by any third parties) are currently owned exclusively by a Group Company. All employees, consultants and independent contractors of a Group Company who are or were involved in the creation of any Intellectual Property for such Group Company have executed an assignment of inventions agreement that vests in a Group Company exclusive ownership of all right, title and interest in and to such Intellectual Property, to the extent not already provided by Law. To the best knowledge of the Warrantors, it will not be necessary to utilize any Intellectual Property of any such Persons, except for those that are exclusively owned by a Group Company, and none of such Intellectual Property has been utilized by any Group Company. To the best knowledge of the Warrantors, none of the employees, consultants or independent contractors currently or previously employed or otherwise engaged by any Group Company, (i) is in violation of any current or prior confidentiality, non-competition or non-solicitation obligations to such Group Company or to any other Persons, including former employers or (ii) is obligated under any contract, or subject to any governmental order, that would interfere with the use of his or her best efforts to promote the interests of the Group Companies or that would conflict with the business of such Group Company as presently conducted.

(e) Licenses. Section 4.8(e) of the Disclosure Schedule contains a complete and accurate list of (i) all licenses, sublicenses, and other contracts to which any Group Company is a party and pursuant to which any third party is authorized to use, exercise or receive any benefit from any Company Owned Intellectual Property, and (ii) all licenses, sublicenses and other Contracts to which any Group Company is a party and pursuant to which such Group Company is authorized to use, exercise, or receive any benefit from any Intellectual Property of another Person, in each case except for (1) agreements involving “off-the-shelf” commercially available software, (2) non-exclusive licenses to customers of the business conducted by the Group Companies in the ordinary course of business consistent with past practice, and (3) license of copyright of the contents and information contained in the Course Materials ((i) and (ii) collectively (for the avoidance of doubt, including those referred to in above (1), (2) and (3)), the “**Licenses**”). The Group Companies have paid all license and royalty fees (if any) required to be paid under the Licenses.

(f) Protection of Intellectual Property. Each Group Company has taken reasonable and appropriate steps to register, protect, maintain and safeguard the Company Owned Intellectual Property and made all appropriate filings, registrations and payments of fees in connection with the foregoing. To the extent that any Company Owned Intellectual Property has been developed or created independently or jointly by an independent contractor or other third party for any Group Company, or is incorporated into any products or services of any Group Company, such Group Company has a written agreement with such independent contractor or third party and has thereby obtained ownership of, and is the exclusive owner of all such independent contractor’s or third party’s Intellectual Property in such work, material or invention by operation of law or valid assignment.

(g) No Public Software. No material software included in any Company Owned Intellectual Property has been or is being distributed, in whole or in part, or was used, or is being used in conjunction with any Public Software in a manner which would require that such software be disclosed or distributed in source code form or made available at no charge. For the purpose of this Agreement, “**Public Software**” means any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) GNU’s General Public License (GPL) or Lesser/Library GPL (LGPL), (ii) the Artistic License (e.g., PERL), (iii) the Mozilla Public License, (iv) the Netscape Public License, (v) the Sun Community Source License (SCSL), (vi) the Sun Industry Standards License (SISL), (vii) the BSD License, and (viii) the Apache License.

4.9. Material Contracts and Obligations.

(a) All Material Contracts are listed in Section 4.9 of the Disclosure Schedule (each, a “**Material Contract**”). For purposes of this Section 4.9, “**Material Contracts**” means collectively, each contract to which a Group Company or any of its properties or assets is bound or subject to that (i) involves obligations (contingent or otherwise) or payments in excess of US\$50,000 individually or US\$100,000 in the aggregate per annum or that is not terminable upon thirty (30) day-notice without incurring any penalty or obligation, (ii) involves Intellectual Property that is material to a Group Company (other than generally- available “off- the-shelf” shrink-wrap software licenses obtained by the Group Companies on non-exclusive and non-negotiated terms), including without limitation, the Licenses, (iii) restricts the ability of a Group Company to compete or to conduct or engage in any business or activity or in any territory, (iv) relates to the sale, issuance, grant, exercise, award, purchase, repurchase or redemption of any equity securities, (v) involves any provisions providing exclusivity, “change in control”, “most favored nations”, rights of first refusal or first negotiation or similar rights, or grants a power of attorney, agency or similar authority, (vi) is with a related party except for the employment or retainer agreements between the Group Companies and their officers, consultants, or employees, (vii) involves indebtedness, an extension of credit, a guaranty or assumption of any obligation, or the grant of a Lien, (viii) involves the lease, license, sale, use, disposition or acquisition of a material amount of assets or of a business, (ix) involves the waiver, compromise, or settlement of any material dispute, claim, litigation or arbitration, (x) involves the ownership or lease of, title to, use of, or any leasehold or other interest in, any real or personal property (except for personal property leases involving payments of less than US\$50,000 per annum), (k) involves the establishment, contribution to, or operation of a partnership, joint venture or involving a sharing of profits or losses, or any investment in, loan to or acquisition or sale of the securities, equity interest or assets of any Person, (xi) is with a Governmental Authority, state-owned enterprise, or sole-source supplier of any material product or service (other than utilities), (xii) is an employee benefits plan, (xiii) is a Cooperative Agreement, (xiv) is not in the ordinary course of business, or is not consistent with a Group Company’s past practice, or (xv) otherwise material to a Group Company or is one on which a Group Company is substantially dependent. No party to any such Material Contracts or obligations is in default thereunder, which would be material in the context of the Group Companies’ financial position; and there are no circumstances giving rise to such a default.

(b) A true, fully-executed copy of each Material Contract has been delivered to the Investors. All of the Material Contracts are valid, subsisting, in full force and effect and binding upon the Group Company to which it is a party, and the performance of such Material Contracts does not and will not violate any applicable Laws. No threat or claim of default under any such Material Contracts to which a Group Company is a party, has been made or is outstanding against it. Each Group Company has in all material respects satisfied or provided for all of its liabilities and obligations under each Material Contract to which it is a party or by which it is bound which requires performance prior to the date of this Agreement, and is not in default in any respect under any Material Contract to which it is a party or by which it is bound. There does not exist any circumstance due to the action or inaction of any Group Company that with notice or lapse of time or both would constitute a default of the obligations by a Group Company under a Material Contract to which it is a party or by which it is bound. To the best knowledge of the Warrantors, none of the officers or directors of any Group Company has given or received from any Person any notice or communication (whether oral or written) regarding any actual, alleged, possible or potential breach of, or default under, any Material Contract.

4.10. Litigation. There is no Action pending or, to the best knowledge of the Warrantors, currently threatened against any of the Group Companies, any Group Company's activities, properties or assets or to the best knowledge of the Warrantors, against any officer, director or employee of each Group Company in connection with such officer's, director's or employee's relationship with, or actions taken on behalf of any Group Company. To the best knowledge of the Warrantors, there is no factual or legal basis for any such Action that is likely to result, individually or in the aggregate, in any material adverse effect on the Group Companies. For the sole purpose of the preceding sentence, an Action shall be deemed as having a "material adverse effect" on the Group Company only when (i) the amount or value of claims involved in such Action is in excess of RMB500,000 or (ii) the potential result of such Action may or will impact the normal conduct of business of the affected Group Company. By way of example, but not by way of limitation, there are no Actions pending against any of the Group Companies or threatened against any of the Group Companies, relating to the use by any employee of any Group Company of any information, technology or techniques allegedly proprietary to any of their former employers, clients or other parties. None of the Group Companies is a party to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality and there is no Action by any Group Company currently pending or which it intends to initiate.

4.11. Compliance with Laws; Permits.

(a) Except as disclosed in Section 4.11(a) of the Disclosure Schedule, each Group Company is, and has been, in compliance in all material respects with all applicable Laws. None of the Group Companies has conducted any activity in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any agency thereof in respect of the conduct of its business or the ownership of its properties in any material respect. No event has occurred and no circumstance exists that (with or without notice or lapse of time) (i) may constitute or result in a violation by any Group Company of, or a failure on the part of such entity to comply with, any applicable Laws in any material respect, or (ii) may give rise to any obligation on the part of any Group Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature. None of the Group Companies has received any notice from any Governmental Authority regarding any of the foregoing. No Group Company has received any written or oral notice indicating that or is otherwise aware that it is under investigation with respect to any material violation of any Law. Except as disclosed in Section 4.11(a) of the Disclosure Schedule, each Group Company has all material Permits issued or granted by the competent Governmental Authorities that are necessary for the due and proper establishment and conduct of its business as currently conducted and as proposed to be conducted, or is able to obtain such Permits from the competent Governmental Authorities without undue burden or expense. None of the Group Companies is in default under any of such Permit issued or granted by the competent Governmental Authorities. To the best knowledge of the Warrantors, no Governmental Authority is considering modifying, suspending, revoking or denying upon expiration the renewal of any of such Permits. No Permits issued or granted by the competent Governmental Authorities contain any materially burdensome restrictions or conditions, and each Permit is in full force and effect and will remain in full force and effect upon the consummation of the transactions contemplated hereby. None of the Group Companies is in default in any material respect under any Permit issued or granted by the competent Governmental Authorities. To the best knowledge of the Warrantors, there is no reason to believe that any Permit which is subject to periodic renewal will not be granted or renewed. No Group Company has received any letter or other communication from any Governmental Authority threatening or providing notice of revocation of any such Permit issued to any Group Company or the need for compliance or remedial actions in respect of the activities carried out directly or indirectly by any Group Company. There are no fines or penalties asserted against the Group Companies under any applicable Law, and neither of the Group Companies has received any notice from any Governmental Authorities with respect to any violation of any applicable Law.

(b) All Permits issued or granted by or filed with the Governmental Authorities and any other Persons which are required to be obtained or made by each Group Company and each Founder Party in connection with the consummation of the transactions contemplated under the Transaction Documents shall have been obtained or made prior to and be effective as of the Closing. None of the Warrantors and, to the knowledge of the Warrantors, nor any other registered shareholder or ultimate beneficial owners of the Company who are citizens and permanent residents of the PRC defined under the Circular 37 (the “**Domestic Residents**”) is or has been in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of (i) the conduct of the business or the ownership of Group Companies’ properties, including but not limited to the registration requirement for the Founders and, (ii) to the knowledge of the Warrantors, any other Domestic Residents’ (indirect) investment in the Company under the Circular 37. Each of the Founders is a citizen and permanent resident of the PRC and did not hold and does not hold any identification that may require the registration of each of the Domestic Companies as a foreign invested enterprise pursuant to applicable Law of the PRC in effect at and from the time of the incorporation of such Domestic Company through the Closing Date.

4.12. Compliance with Other Instruments and Agreements. None of the Group Companies is or has been in, nor shall the conduct of its business as currently conducted result in, violation, breach or default of any term of its Constitutional Documents and its business scope of the respective Group Company, or in any respect of any term or provision of Material Contract or of any provision of any judgment, decree, order, statute, rule or regulation applicable to or binding upon the Group Company. None of the activities, agreements, commitments or rights of any Group Company is ultra vires or invalid, or unauthorized. The execution, delivery and performance of and compliance with this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, will not result in any such violation, breach or default, or be in conflict with or constitute, with or without the passage of time or the giving of notice or both, either a default under any Group Company’s Constitutional Documents or any Material Contracts, or a violation of any Laws, or an event which results in the creation of any Lien upon any asset of any Group Company.

4.13. Registration Rights. Except as provided in the Shareholders Agreement, no Warrantor has granted or agreed to grant any Person any registration rights (including piggyback registration rights) with respect to, nor is the Company obliged to list, any of the Company’s shares (or shares of the WFOE or the Domestic Companies) on any securities exchange. Except as contemplated under this Agreement, the Shareholders Agreement and the Restated Articles, there are no voting or similar agreements which relate to the share capital of the Company or any equity interest of the WFOE or the Domestic Companies.

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

4.15. Financial Statements. Except as disclosed in Section 4.15 of the Disclosure Schedule, the Financial Statements are (a) in accordance with the books and records of the applicable Group Company, (b) true, correct and complete and present fairly in all material respects the financial condition of such Group Company or Group Companies at the date or dates therein indicated and the results of operations for the period or periods therein specified, and (c) have been prepared in accordance with the PRC GAAP (with respect to the WFOE and the Domestic Companies) or the IFRS or any internationally recognized accounting standards (with respect to the Company, BVI Subsidiary, HK Subsidiary, or the Group Companies taken as a whole), applied on a consistent basis (solely with respect to the unaudited Financial Statements, except for the omission of notes thereto and normal year-end provision and audit adjustments). All the Financial Statements referred to under this Section 4.15 have been or shall be delivered to the Investors before the Closing. Specifically, but not by way of limitation, the respective balance sheets of the Financial Statements disclose all of the Group Companies' respective debts, liabilities and obligations of any nature, whether due or to become due, as of their respective dates (including, without limitation, absolute liabilities, accrued liabilities, and contingent liabilities) to the extent such debts, liabilities and obligations are required to be disclosed in accordance with PRC GAAP or the IFRS or any internationally recognized accounting standards, as applicable. The Group Companies have valid title to all assets set forth on the balance sheets of the respective Financial Statements, except for such assets as have been spent, sold or transferred in the ordinary course of business since their respective dates. Except as disclosed in the Financial Statements, none of the Group Companies is a guarantor or indemnitor of any indebtedness of any other Person. Each Group Company maintains and will continue to maintain a standard system of accounting established and administered in accordance with generally accepted accounting principles as required in the jurisdiction where it is incorporated. Each Group Company (i) maintains its books of accounts and records in the usual, regular and ordinary manner, on a basis consistent with prior practice and generally in compliance with applicable Laws and applicable generally accepted accounting principles applied on a consistent basis, (ii) does not make any fraudulent or fictitious entries in its books or records other than accounting errors occurring unintentionally in book-keeping which can be easily identified and immediately fixed or corrected, and (iii) does not use any assets of such Group Company to establish any unlawful or unrecorded fund of monies or other assets, or make any unlawful or undisclosed payment.

4.16. Activities since Balance Sheet Date. Since the Balance Sheet Date, with respect to each Group Company, except as disclosed in the Disclosure Schedule, there has not been:

(a) any change in the business, assets, liabilities, financial condition or operating results of such Group Company from that reflected in the Financial Statements, except changes in the ordinary course of business which are made consistent with past practice;

(b) any insolvency or any requirement for prepayment by such Group Company;

(c) any purchase, acquisition, sale, lease, transfer or disposition of any assets (i) individually in excess of US\$50,000 or in excess of US\$100,000 in the aggregate, or (ii) that are individually or in the aggregate material to its business, except for the sale of inventory in the ordinary course of business consistent with its past practice, and no acquisition (by merger, consolidation or other combination, or acquisition of stock or assets, or otherwise) of any business or other Person or division thereof;

- (d) capital expenditure or commitment of capital expenditure beyond the annual budget in excess of US\$100,000;
- (e) any material change in the contingent obligations of such Group Company by way of guarantee, endorsement, indemnity, warranty or otherwise;
- (f) any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the assets, properties, financial condition, operating results, prospects or business of such Group Company (as presently conducted and as presently proposed to be conducted);
- (g) any waiver, termination, settlement or compromise by such Group Company of a valuable right or of a debt, other than those in the ordinary course of business which are given, made or dealt with consistent with past practice;
- (h) any satisfaction or discharge of any Lien or payment of any obligation by such Group Company, except such satisfaction, discharge or payment made in the ordinary course of business that is not material to the assets, properties, financial condition, operating results or business of such Group Company;
- (i) any change or amendment to any Material Contract or material arrangement by or to which such Group Company or any of its assets or properties is bound or subject, any entering of any new Material Contract, or any termination of any contract that would have been a Material Contract if in effect on the date hereof, or any amendment to any Constitutional Document, or any amendment to or waiver under any Constitutional Document;
- (j) any material change in any compensation arrangement or agreement with any present or prospective employee, officer or director, or adoption of any new employee benefit plan, or made any material change in any existing employee benefit plan, other than any change incurred in the ordinary course of business consistent with its past practice;
- (k) any sale, assignment or transfer of any Intellectual Property or other material intangible assets of such Group Company other than in the ordinary course of business consistent with its past practice;
- (l) the resignation or termination of employment of any Founder, any director, officer or key employee, or any material group of employees of such Group Company with such Group Company;
- (m) any mortgage, pledge or transfer of or any Lien created by such Group Company with respect to any of such Group Company's properties or assets, except Liens for taxes not yet due or payable;
- (n) any debt, obligation, or liability incurred, assumed or guaranteed by such Group Company individually in excess of US\$100,000 or in excess of US\$200,000 in the aggregate;

(o) any sale, issuance, transfer, pledge or other disposition of any equity securities of any Group Company, except for those necessary to complete the transactions expressly contemplated under the Transaction Documents;

(p) any declaration, setting aside or payment or other distribution in respect of any of such Group Company's equity securities, or any direct or indirect issuance, transfer, redemption, purchase or acquisition of any of such equity securities by such Group Company;

(q) any failure to conduct the Business in the ordinary course, consistent with such Group Company's past practices;

(r) any material change in accounting methods or practices or any revaluation of any of its assets;

(s) except in the ordinary course of business consistent with its past practice, entry into any closing agreement in respect of material taxes, settlement of any claim or assessment in respect of any material taxes, or consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of any material taxes, entry or change of any material tax election, change of any method of accounting resulting in a material amount of additional tax or filing of any material amended Tax Return;

(t) any commencement or settlement of any material Action;

(u) any transactions with any of the Founder Parties, the officers, directors or employees of any Group Company, or any Affiliates or Associates of such Persons;

(v) any other event or condition of any character which could reasonably be expected to have a material effect on the business of the Group Companies; or

(w) any agreement or commitment by such Group Company or any Founder Party to do any of the things described in this Section 4.16.

4.17. Tax Matters.

(a) Each Group Company (i) has timely filed all Tax Returns that are required to have been filed by it with any Governmental Authority, (ii) has timely paid all taxes owed by it which are due and payable (whether or not shown on any Tax Return) and withheld and remitted to the appropriate Governmental Authority all taxes which it is obligated to withhold and remit from amounts owing to any employee, creditor, customer or third party, and (iii) has not waived any statute of limitations with respect to taxes or agreed to any extension of time with respect to a tax assessment or deficiency other than, in the case of clauses (i) and (ii), unpaid taxes that are in contest with tax authorities by Group Company in good faith or nonmaterial in amount.

(b) Each Tax Return referred to in paragraph (a) above was properly prepared in compliance with applicable Law and was (and will be) true, correct and complete in all material respects. None of such Tax Returns contains a statement that is false or misleading or omits any matter that is required to be included or without which the statement would be false or misleading. No reporting position was taken on any such Tax Return which has not been disclosed to the appropriate tax authority or in such Tax Return, as may be required by Law. All records relating to such Tax Returns or to the preparation thereof required by applicable Law to be maintained by applicable Group Company have been duly maintained. No written claim has been made by a Governmental Authority in a jurisdiction where any Group Company is or may be subject to taxation by that jurisdiction and such Group Company does not file Tax Returns.

(c) The assessment of any additional taxes with respect to the applicable Group Company for periods for which Tax Returns have been filed is not expected to materially exceed the recorded liability therefor in the most recent balance sheet in the Financial Statements, and there are no unresolved questions or claims concerning any tax liability of any Group Company. Since the Balance Sheet Date, no Group Company has incurred any liability for taxes outside the ordinary course of business or otherwise inconsistent with past custom and practice. There is no pending dispute with, or notice from, any tax authority relating to any of the Tax Returns filed by any Group Company, and to the best knowledge of the Warrantors, there is no proposed liability for a deficiency in any tax to be imposed upon the properties or assets of any Group Company.

(d) No Group Company has been the subject of any examination or investigation by any tax authority relating to the conduct of its business or the payment or withholding of taxes that has not been resolved or is currently the subject of any examination or investigation by any tax authority relating to the conduct of its business or the payment or withholding of taxes. Except for the withholding duties of taxes in accordance with applicable Laws, no Group Company is responsible for the taxes of any other Person by reason of contract, successor liability or otherwise.

(e) All tax credits, tax holidays or tax preferential treatments enjoyed by the Group Company established under the Laws of the PRC or under other applicable Laws since its establishment have been in compliance with all applicable Laws and is not subject to reduction, revocation, cancellation or any other changes (including retroactive changes) in the future, except through change in applicable Laws published by relevant Governmental Authority.

(f) To the best knowledge of the Warrantors, immediately after the Closing, the Company will not be a “Controlled Foreign Corporation” (“CFC”) as defined in the U.S. Internal Revenue Code of 1986, as amended (or any successor thereto) (the “Code”) with respect to the shares held by the Investors.

(g) The Company does not expect to be a “passive foreign investment company” (“PFIC”) within the meaning of Section 1297 of the Code in the current taxable year. The Company shall use its commercially reasonable efforts to avoid being a PFIC.

(h) None of the Group Companies has filed (whether by itself or by any other Person on its behalf) any Form 8832 (Entity Classification Election) or Form SS-4 (Application for Employer Identification Number) or made (whether by itself or by any other Person on its behalf) any Tax election for U.S. Tax purposes.

4.18. Sanctions Law Compliance. None of the Group Companies, other Warrantors or their respective Affiliates and directors, officers, managers and employees (collectively, “**Group Representatives**”), and to the best knowledge of the Warrantors, none of the independent contractors, representatives, agents and other persons expressly authorized to act on behalf of the Group Companies or other Warrantors (collectively, “**External Representatives**”) is a Sanctioned Person, or is organized, resident or located in a Sanctioned Country, and no Sanctioned Person will be given an offer to become an employee, officer, consultant or director of any Group Company. To the best knowledge of the Warrantors, no Group Company has conducted or agreed to conduct any business, or entered into or agreed to enter into any transaction with any Sanctioned Person. No Group Company has conducted or agreed to conduct any business, or entered into or agreed to enter into any transaction in any Sanctioned Country. None of (i) the purchase and sale of the Purchased Shares and the Conversion Shares, (ii) the execution, delivery and performance of this Agreement, the other Transaction Documents and the Constitutional Documents, or (iii) the consummation of any transaction contemplated hereby or thereby, or the fulfillment of the terms hereof or thereof, will result in a violation by anyone, including without limitation the Investors, of any of the Compliance Laws.

4.19. Anti-Bribery, Anti-Corruption, Anti-Money Laundering and Sanctions; Absence of Government Interests. Each of the Group Companies, other Warrantor and Group Representatives, and to the best knowledge of the Warrantors, each of the External Representatives are and have been in compliance with all applicable Compliance Laws in all material respects, provided that the representation and warranty in this sentence shall not apply to any personal affairs of any employee of any Group Company who is not a director, officer or manager of a Group Company. Furthermore, no Public Official (a) holds an ownership or other economic interest in any of the Group Companies or in the contractual relationship formed by this Agreement directly, or to the best knowledge of the Warrantors holds an ownership or other economic in any of the Group Companies or in the contractual relationship formed by this Agreement indirectly, or (b) serves as an officer, director or employee of any Group Company. Without limiting the foregoing, neither any Group Company nor any Group Representatives, or to the best knowledge of the Warrantors, any External Representative has, directly or indirectly, offered, authorized, promised, condoned, participated in, consummated, or received notice of any allegation of (x) the making of any gift or payment of anything of value to any Public Official or any other Person to obtain any improper advantage, affect or influence any act or decision of any such Public Official, or assist any Group Company in obtaining or retaining business for, or with, or directing business to, any Person, provided that the representation and warranty for this (x) shall not apply to the personal affairs of any employee of any Group Company who is not a director, officer or manager of a Group Company, (y) the making of any false or fictitious entries in the books or records of any Group Company by any Person for the foregoing purpose under (x), or (z) the using of any assets of any Group Company for the establishment of any unlawful or unrecorded fund of monies or other assets, or the making of any unlawful or undisclosed payment for the foregoing purpose under (x).

4.20. Related Party Transactions. Except for the related party transactions as disclosed in Section 4.20 of Disclosure Schedule which are conducted on an arm's length basis, and except as contemplated by this Agreement, no Warrantor, officer or director of a Group Company or any Affiliate or Associate of any such Person has any agreement (whether oral or written), understanding, proposed transaction with, or is indebted to, any Group Company, nor is any Group Company indebted (or committed to make loans or extend or guarantee credit) to any of such Persons (other than for accrued salaries, reimbursable out-of-pocket expenses for employees or other standard employee benefits). No officer or director of a Warrantor has any direct or indirect ownership interest in, or any agreement or other arrangement or undertaking, with, any firm or corporation with which a Group Company is affiliated or with which a Group Company has a business relationship, or any firm or corporation that competes with a Group Company. No Affiliate or Associate of any officer or director of a Warrantor is directly or indirectly interested in any contract with a Group Company. No officer or director of a Warrantor or any Affiliate or Associate of any such Person has had, either directly or indirectly, an interest in: (a) any Person which purchases from or sells, licenses or furnishes to a Group Company any goods, property, intellectual or other property rights or services; or (b) any Contract or agreement to which a Group Company is a party or by which it may be bound or affected. There is no agreement between any shareholder of the Company with respect to the ownership or control of any Group Company.

4.21. Environmental and Safety Laws. None of the Group Companies is in violation of any applicable Law relating to the environment or occupational health and safety in any material respects and no material expenditures are or will be required in order to comply with any such existing Law.

4.22. Employee Matters.

(a) Except as disclosed in Section 4.22 of the Disclosure Schedule, (a) each Group Company has complied in all material respects with all applicable employment and labor Laws, including provisions thereof relating to employment contracts, wages, hours, housing funds, social welfare, social insurance contribution and collective bargaining, (b) there is no pending or, to the best knowledge of the Warrantors, threatened legal proceeding relating to the violation or alleged violation of any applicable employment and labor Laws; (c) each Group Company has duly entered into legal and valid written employment contracts with its employees in accordance with applicable Laws, and (d) each Group Company is in compliance in all material respects with all Laws relating to its provision of any form of social insurance, and has paid, or made provision for the payment of, all social insurance contributions required under applicable Laws.

(b) No officer or the employees listed in Schedule VI attached hereto (collectively, the "Key Employees") intends to, to the best knowledge of the Warrantors, terminate their employment with any Group Company, and no Group Company has a present intention to terminate the employment of any officer or Key Employee. None of the Group Companies is a party to or bound by any currently effective employment contract that is or will be regarded as an incentive plan, profit sharing plan, retirement agreement or other employee compensation agreement. None of the Warrantors is aware, after reasonable investigation, that any of such employees, officers, directors or consultants are in violation thereof. The Founders are currently devoting all of their business time to the conduct of the business of the applicable Group Company. Neither the Founders nor, to the best knowledge of the Warrantors, any of the Key Employees are involved in any daily business, operation, management and administration of any entity other than the Group Companies. The Founders or the Key Employees are not subject to any covenant restricting him from working for any Group Company. None of the Founders or the Key Employees was subject to any non-compete, confidentiality or other similar obligations towards a third party when he or she commenced employment with the Group Companies.

(c) No employees of any Group Company are represented by a labor union, works council, or other labor organization. Neither the Company nor any other Group Company is party to, or bound by, any collective bargaining agreement, Contract or other agreement or understanding, or bargaining relationship with a labor union, works council, or labor organization. The Group Companies are not, and for the past three (3) years have not been, subject to a pending or threatened strike, lockout, walkout, work stoppage or other material labor dispute.

(d) Each Employee Benefit Plan (and each related trust, insurance Contract or other funding vehicle) has been established, maintained, funded, and administered in all material respects in accordance with its terms and in a manner not in violation of the requirements of all applicable Laws. Each Group Company has complied with all applicable Laws (including funding requirements) relating to social insurance contributions, housing funds contributions and any other labor related plans that are mandatorily required to be funded or sponsored by the Group Companies under applicable Laws.

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

4.24. No Other Business. Each of the Company, the BVI Subsidiary and the HK Subsidiary was formed solely to acquire and hold directly or indirectly the equity interest in the WFOE, and since its formation has not engaged in any business and has not incurred any liability in the course of its business, other than acquiring and holding equity interest in the WFOE and, unless otherwise agreed by the Lead Investor, shall not incur any liability in the course of carrying out such purpose. The WFOE is intended to be engaged in and the Domestic Companies are engaged solely in the Business and have no other activities. Except as contemplated under the Transaction Documents, neither the Founder Parties nor any of their respective Affiliates or Associates (other than a Group Company), is engaged in any activities that are same or similar to or otherwise compete with the Business.

4.25. Minute Books. All available minute books of each Group Company (as applicable) have been made available to the Investors and each such minute books contain a summary of such meetings and actions taken by directors and shareholders or owners of such Group Company since its time of formation, and reflects all transactions referred to in such minutes accurately in all material respects.

4.26. Insurance. Except as disclosed in Section 4.26 of the Disclosure Schedule, each Group Company has in full force and effect insurance policies, with extended coverage, sufficient in amount (subject to reasonable deductibles) to allow it to reasonably replace any of its properties and material assets that might be damaged or destroyed or to recover from risks related to accident, business interruption, public, personal or product liability or other risks, that are in categories and amounts customary for companies similarly situated. There is no material claim pending thereunder as to which coverage has been questioned, denied or disputed. All premiums due and payable under all such policies and bonds have been timely paid, and each Group Company is otherwise in compliance in all material respects with the terms of such policies and bonds.

4.27. Other Representations and Warranties relating to the WFOE and the Domestic Companies.

(a) The Constitutional Documents and Permits of each of the WFOE and each Domestic Company are valid and have been duly approved or issued by, or filed with (as applicable) the competent Governmental Authorities of the jurisdiction of its incorporation or organization.

(b) Except for those expressly contemplated under the Transaction Documents, there are no outstanding rights, or commitments made by any of the WFOE or the Domestic Companies to sell any of its equity interest, and none of the outstanding equity interest in the WFOE or the Domestic Companies is subject to any preemptive rights, rights of first refusal or other rights to purchase such shares (whether in favor of such subsidiaries or any other Persons).

(c) The registered capital of each of the WFOE and the Domestic Companies has been fully paid up and maintained in accordance with the schedule of payment stipulated in its respective articles of association, approval document, certificate of approval and business license and in compliance with PRC Laws and regulations, and there is no outstanding capital contribution commitment. For each of the WFOE and the Domestic Companies, all the historical changes to the share capital of such PRC Company and historical transfers of equity interest in such PRC Company were made in compliance with the applicable Laws. There are no outstanding rights, or commitments made by any Group Company or the Founders to sell any of its equity interest in the Domestic Companies.

(d) Except for those contemplated under the Cooperative Agreements, there are no outstanding commitments made by any of the WFOE or the Domestic Companies to sell any of its assets, properties or business to any third party.

(e) Except for the WFOE's call option right to purchase the shares of Jiangsu Yunxuetang pursuant to the Cooperative Agreements, none of the WFOE or the Domestic Companies has any share option plan.

(f) Except for those contemplated under the Cooperative Agreements, none of the WFOE or the Domestic Companies has delegated any power or issued any powers of attorney in favor of any Person, other than powers of attorney issued to its directors, officers, or employees for purpose of executing contracts or agreements for and on behalf of the WFOE or the Domestic Companies, as the case may be, in the ordinary course of business.

(g) The Cooperative Agreements, in the aggregate, has established and maintain a captive structure through which (i) the WFOE, to the extent permitted by applicable Laws, can acquire control over Jiangsu Yunxuetang and the other Domestic Companies, and (ii) the financial statements of Jiangsu Yunxuetang and the other Domestic Company can be consolidated with those of the Company and the WFOE. The Cooperative Agreements constitute valid and binding obligations of the parties thereto enforceable in accordance with their respective terms, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar Laws affecting creditors' rights generally and to general equitable principles. None of the Warrantors has received any oral or written inquiries, notifications or any other form of official correspondence from any Governmental Authorities challenging or questioning the legality or enforceability of any of the Cooperative Agreements.

4.28. Other Representations and Warranties Relating to the Founders.

(a) Except as disclosed in Section 4.28(a) of the Disclosure Schedule, the Founders do not presently own or control, or will, as of the Closing own or control, directly or indirectly, any interest in any corporation, partnership, trust, joint venture, association, or other entity other than the Group Companies and the Founder Holdcos.

(b) None of the Founders presently and will, as of the Closing own, manage, operate, finance, join, control, or participate in the ownership, management, operation, financing or control of, or be associated as a director, senior management, partner, lender, investor or representative in connection with, any business or corporation, partnership, or organization which competes with the Business or with which a Group Company has a business relationship.

(c) There is no action, suit, proceeding, claim, arbitration or investigation pending against the Founders in connection with his or her involvement with any of the Group Companies. None of the Founders is a party to or is subject to the provisions of any order, writ, injunction, judgment or decree of any court or Governmental Authority and there is no action, suit, proceeding, claim, arbitration or investigation which any Founder Party intends to initiate in connection with his/her/its involvement with any of the Group Companies.

(d) Each of the Founders has all requisite power, authority and capacity to enter into the Transaction Documents and to perform his obligations thereunder.

(e) No proceedings have commenced or are pending for the bankruptcy, insolvency, winding up, liquidation or reorganization of any Founder Party, if applicable. No Founder Party is bankrupt or insolvent. Each Founder Party is able to pay its debts as they fall due and has sufficient assets to repay all of its debts.

(f) Founder Lu is the sole shareholder on record and sole beneficial owner of the Lu Holdco, and Founder Ding is the sole shareholder on record and sole beneficial owners of the Ding Holdco.

4.29. Disclosure. Each Warrantor has fully provided the Investors with all the information that each Investor has requested for deciding whether to purchase the Purchased Shares. No representation or warranty in writing provided by any Warrantor in this Agreement and no information or materials in writing provided by any Warrantor to the Investors in connection with the negotiation or execution of this Agreement or any agreement contemplated hereby contains any untrue statement of a material fact, or omits to state any material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading.

5. REPRESENTATIONS AND WARRANTIES OF THE INVESTORS.

Each Investor represents and warrants to the Company hereto as follows:

5.1. Organization. Such Investor is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation.

5.2. Authorization. Such Investor has all requisite power, authority and capacity to enter into the Transaction Agreements to which it is a party, and to perform its obligations under the Transaction Agreements to which it is a party. This Agreement has been duly authorized, executed and delivered by such Investor. This Agreement and the Shareholders Agreement, when executed and delivered by such Investor, will constitute valid and legally binding obligations of such Investor, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar Laws affecting creditors' rights generally and to general equitable principles. No consent, approval, authorization, order, filing, registration or qualification of or with any court, governmental authority or third person is required to be obtained by such Investor in connection with the execution and delivery of the Transaction Agreements by such Investor or the performance of such Investor's obligations hereunder or thereunder.

5.3. Purchase for Own Account. The Purchased Shares will be acquired for such Investor's own account, not as a nominee or agent, and not with a view to or in connection with the sale or distribution of any part thereof.

6. CONDITIONS TO THE INVESTORS' OBLIGATIONS AT THE CLOSING.

6.1. The obligations of each Investor with respect to the purchase of its respective Purchased Shares at the Closing are subject to the fulfillment, to the satisfaction of such Investor (or written waiver thereof given by such Investor) on or prior to the Closing Date, of the following conditions:

(a) No Injunction. No applicable Laws shall have been adopted or promulgated after the date of this Agreement by any Governmental Authority, and no temporary restraining order, preliminary or permanent injunction or other order issued by any Governmental Authority of competent jurisdiction (an "**Injunction**") shall be in effect, in any case having the effect of making the transactions contemplated hereby illegal or otherwise prohibiting the consummation of the transactions contemplated hereby.

(b) No Legal Proceeding. No Action shall have been initiated or threatened by any Governmental Authority seeking an Injunction having the effect of making the transactions contemplated hereby illegal or otherwise prohibiting the consummation of the transactions contemplated hereby.

(c) Representations and Warranties True and Correct. The representations and warranties made by the Warrantors in Section 4 hereof shall be true and correct and complete when made, and shall be true and correct and complete as of the Closing Date with the same force and effect as if they had been made on and as of such date, subject to changes expressly contemplated by this Agreement.

(d) Performance of Obligations. The Warrantors shall have performed and complied with all covenants, obligations and conditions contained in this Agreement that are required to be performed or complied with by the Warrantors on or before the Closing.

(e) Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated hereby and all documents and instruments incident thereto, including without limitation the written approval from all of the then current holders of equity interest of each Group Company, as applicable, with respect to this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby, shall have been completed in form and substance reasonably satisfactory to such Investor, and such Investor shall have received all copies of such documents as it may reasonably request in a form as agreed by such Investor.

(f) Permits. The Warrantors shall have obtained any and all Permits (if needed) from the competent Governmental Authorities and any other Persons necessary for consummation of the transactions contemplated by the Transaction Documents, including waivers by the then existing shareholders of the Company of any anti-dilution rights, rights of first refusal, preemptive rights and all similar rights in connection with the issuance of the Purchased Shares at the Closing.

(g) Compliance Certificate. The Company shall have delivered to such Investor a certificate, dated the Closing Date, signed by a director of the Company, a director of each Founder Holdco, a director of the BVI Subsidiary, a director of the HK Subsidiary, the legal representative of each of the WFOE and the Domestic Companies and the Founders certifying that (i) the conditions specified in this Section 6.1 have been fulfilled; (ii) that the resolutions of the board of directors and resolutions of the shareholders of each Group Company (as applicable) approving the transactions contemplated hereby remain un-amended and in full force and effect, and (iii) that the resolutions of the shareholders of the Company adopting the Restated Articles and electing the Centurium Director to the Board remain un-amended and in full force and effect.

(h) Amendment to Constitutional Documents. The Restated Articles (in the form attached hereto as Exhibit A) shall have been duly adopted by the Company by all necessary corporate action of its Board and its shareholders and shall have been duly submitted for filing with the Registrar of Companies in the Cayman Islands as evidenced by an email confirmation from the registered office provider of the Company.

(i) Board of Directors. As of the Closing, the size and composition of the Board and the board of directors of the BVI Subsidiary, the HK Subsidiary, the WFOE and Jiangsu Yunxuetang shall be in compliance with Section 2.2(a) of the Shareholders Agreement and shall include one (1) director nominated or appointed by the Lead Investor. The Company, the BVI Subsidiary, the HK Subsidiary, the WFOE and Jiangsu Yunxuetang shall have passed board and shareholders' resolutions to approve, inter alia, the appointment of the Centurium Director to the Board and board of directors of the BVI Subsidiary, the HK Subsidiary, the WFOE and Jiangsu Yunxuetang respectively. To avoid doubt, the filing of board and/or shareholders' resolutions on appointment of new director(s) for the WFOE and Jiangsu Yunxuetang with the competent Governmental Authority shall be completed after the Closing within the time limit set forth in Section 8.14 hereof.

(j) Register of Members; Register of Directors. Such Investor shall have received a copy of the Company's updated register of members, certified by the registered office provider of the Company as true and complete as of the Closing, reflecting such Investor as the holder of the Purchased Shares as set forth opposite such Investor's name in Schedule II attached hereto at the Closing. The Lead Investor shall have received a copy of the updated register of directors of the Company, the BVI Subsidiary and the HK Subsidiary, certified by the registered office provider, registered agent or company secretary (as applicable) of the Company, the BVI Subsidiary and the HK Subsidiary as true and complete as of the Closing, evidencing that the Centurium Director has been duly appointed to the Board and the board of directors of the BVI Subsidiary and the HK Subsidiary.

(k) Execution of Second Amended and Restated Shareholders Agreement. The Shareholders Agreement (in the form attached hereto as Exhibit B) shall have been duly executed and delivered by all parties thereto (except for the Investors).

(l) Execution of Second Amended and Restated Share Restriction Agreements. The Company shall have delivered to such Investor the Second Amended and Restated Share Restriction Agreements (in the form attached hereto as Exhibit C) (the "**Share Restriction Agreements**"), duly executed by the Company, each of the Founders and all other parties thereto (except for the Investors).

(m) Execution of Director Indemnification Agreement. The Company shall have delivered to the Lead Investor the Director Indemnification Agreement with respect to Centurium Director in the form and substance attached hereto as Exhibit D (the "**Director Indemnification Agreement**"), duly executed by the Company.

(n) Legal Opinions. Such Investor shall have received from the PRC counsel of the Company a PRC legal opinion in the form attached hereto as Exhibit E, addressed to such Investor, dated the Closing Date.

(o) Good Standing. Such Investor shall have received a copy of certificate of good standing issued by the Registrar of Companies of the Cayman Islands dated no earlier than ten (10) Business Days prior to the Closing Date, certifying that the Company was duly constituted, paid all required fees and is in good legal standing.

(p) Waivers. The current shareholders of the Company that hold Preferred Shares shall have issued a waiver letter to the Group Companies and the Founder Parties, substantially in form attached hereto as Exhibit G, to waive any and all of their respective claims against the Group Companies and the Founder Parties resulting from, in connection with or relating to any actual or potential breach by the Group Companies or the Founder Parties of certain covenants, agreements or other provisions under the Prior Financing Documents and to confirm that they do not have any outstanding claim against any Group Company or any Founder Party under the Prior Financing Documents.

(q) Full Exercise of Series C Warrant. At the Closing, Yunfeng shall have exercised the Series C Warrant in full pursuant to its terms, upon which the Company shall have issued to Yunfeng, 8,584,634 Series C Preferred Shares and the aggregate exercise price in the amount of US\$20,000,000 for such Series C Preferred Shares shall have been paid by Yunfeng to the Company in cash in immediately available funds.

(r) No Material Adverse Effect. There shall have been no Material Adverse Effect since the date of this Agreement and no change or revision to the current applicable Laws that would result in such Material Adverse Effect.

(s) Termination of Onshore Financing Agreement. On or prior to the Closing, the share purchase agreement signed by Jiangsu Yunxuetang, Shanghai Zhengda Ximalaya Network Technology Co., Ltd. (上海证大喜马拉雅网络科技有限公司), Jinhua Shen and Qi Gao dated as of December 1, 2017 shall have been duly terminated by the parties thereto and evidence with respect to such termination in form and substance satisfactory to the Lead Investor shall have been provided to such Investor.

(t) Acquisition of XWLJ. On or prior to the Closing, Jiangsu Yunxuetang, Zu Teng (祖腾), and Suzhou Jincheng Enterprise Management Consulting Center (L.P.) (苏州锦橙企业管理咨询中心(有限合伙)) (“**Suzhou Jincheng**”) shall have entered into a binding and effective agreement, in form and substance satisfactory to the Lead Investor (the “**XWLJ Acquisition Agreement**”), with respect to the acquisition by Jiangsu Yunxuetang of all of the equity interest respectively held by Zu Teng (祖腾) and Suzhou Jincheng in Suzhou Xiwenlejian Network Technology Co., Ltd. (苏州喜闻乐见网络科技有限公司) (“**XWLJ**”) for an aggregate consideration of no more than RMB8,000,000 in cash, such that XWLJ will upon the completion of such acquisition become a wholly owned subsidiary of Jiangsu Yunxuetang (the “**XWLJ Acquisition**”), with a copy of such XWLJ Acquisition Agreement provided to the Lead Investor.

(u) Suzhou Xinzhi. On or prior to the Closing, each of the Yunxuetang Employee Shareholding Agreement (《云学堂员工持股协议》) by and among Jiangsu Yunxuetang, (苏州新智云企业管理咨询中心(有限合伙)) (“**Suzhou Xinzhi**”) and each of its partners shall have been duly terminated, and XZY Holdings Limited shall enter into an employee share restriction agreement with each of its shareholders (other than Zhang Jian (张戩) and Cheng Xiaowei (程晓伟)) in form and substance satisfactory to the Lead Investor in accordance with the requirements under Section 6.1(t) of the Series A SPA (such agreements, the “**Employee Share Restriction Agreements**”), and a copy of such Employee Share Restriction Agreements shall have been provided to the Lead Investor.

(v) Suzhou Yunzheng Confirmation. On or prior to the Closing, Suzhou Yunzheng Network Technology Co., Ltd. (苏州云政网络科技有限公司) (“**Suzhou Yunzheng**”) shall have issued a written confirmation to the Company, in form and substance satisfactory to the Lead Investor, confirming that all the Intellectual Properties developed or derived under or in connection with the Technology Development (Commission) Agreement (技术开发(委托)合同书) entered into by and between Suzhou Yunzheng and Jiangsu Yunxuetang dated September 10, 2019 shall belong to and be solely owned by Jiangsu Yunxuetang, free of any Liens.

6.2. The Warrantors shall use all reasonable efforts to procure the satisfaction of the conditions set out in Section 6.1 above as soon as reasonably practicable and in any event before the Termination Date (as defined below). If at any time any of the Warrantors becomes aware of a fact or circumstance that might prevent a condition from being satisfied, it shall immediately notify the Investors in writing.

6.3. Each Investor may at any time waive in writing any of the conditions set out in Section 6.1 above that is applicable to such Investor, on such terms as it may decide and proceed to Closing without the satisfaction of such condition; provided that the Group Companies and the Founder Parties shall ensure that any such condition so waived shall be fulfilled as soon as practicable following the Closing.

6.4. If any of the conditions (which have not previously been waived by the applicable Investor) have not been satisfied on or before the Termination Date, then each Investor may on that date, at its option (but without prejudice to any other right or remedy it may have), by notice to the Warrantors:

(a) waive the conditions then unsatisfied (provided that the Group Companies and the Founder Parties shall ensure that any such conditions so waived shall be fulfilled as soon as practicable following the Closing);

(b) postpone Closing to a date (being a Business Day) following not more than seven (7) Business Days after the initial Termination Date; or

(c) terminate this Agreement without being liable to any of the Warrantors subject to Section 9.17.

7. CONDITIONS TO THE COMPANY'S OBLIGATIONS AT THE CLOSING.

The obligations of the Company under this Agreement with respect to each Investor are subject to the fulfillment, on or prior to the Closing Date of the following conditions:

7.1. Representations and Warranties. The representations and warranties of such Investor contained in Section 5 hereof shall be true and correct when made, and shall be true and correct as of the Closing Date with the same force and effect as if they had been made on and as of such date.

7.2. Proceedings and Documents. All corporate and other proceedings on the part of such Investor in connection with the transactions contemplated hereby and all documents and instruments incident to such transactions shall have been completed.

7.3. Execution of Transaction Documents. Each Investor shall have delivered to the Company the Shareholders Agreement, the Share Restriction Agreements and the Director Indemnification Agreement to which such Investor or the director appointed by such Investor is a party as duly executed by such Investor or the director appointed by it.

8. COVENANTS OF THE WARRANTORS.

The Warrantors jointly and severally covenants to each Investor as follows:

8.1. Use of Proceeds. Except as otherwise provided in this Agreement, the Company shall use the proceeds from the issuance and sale of the Purchased Shares and the exercise price of the Series C Warrant paid to the Company (collectively, the “**Proceeds**”) for the growth and expansion, the capital expenditure and working capital of the Group Companies relating to the Business, including with respect to the market expansion, product contents, artificial intelligence/big data and team building, except approved otherwise by all the Investors and Yunfeng in advance in writing. Other than as provided above and items approved in advance by all the Investors and Yunfeng in writing, the Proceeds shall not be used to repurchase, redeem or cancel any junior securities or to make any payments to shareholders, directors or officers of the Group Companies, or for repayment of any loans guaranteed by the directors of the Group Companies except for the payment for a bona fide arms- length transaction approved by the Board (which approval shall include the affirmative votes of the SIG Director (as defined in the Shareholders Agreement), Yunfeng Director (as defined in the Shareholders Agreement) and Centurium Director).

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

8.3. Compliance by Founder Parties. The Founder Parties shall fully comply with all applicable Laws on a continuing basis. The Founder Parties undertake that each of them shall act in the best interest of the Group Companies, and in no event shall any of them conduct any action or inaction that could harm the interests of, or infringe the lawful rights or interests of the Group Companies.

8.4. Business of Group Companies. The business of the Company, the BVI Subsidiary and the HK Subsidiary shall be restricted to the holding, management and disposition of equity interest in the WFOE. The business of the WFOE and the Domestic Companies shall be restricted to the Business.

8.5. Regulatory Compliance. The Group Companies shall, and the Founders Parties shall procure the Group Companies to comply with applicable Laws (including without limitation Laws relating to value-added telecommunications business, internet video business, internet publishing business, foreign investment, foreign exchange control, anti-monopoly, anti-corruption, taxation, employment, social insurance and intellectual property) in all material respects and obtain and maintain in effect all Permits from the competent Governmental Authorities and other Persons required for conducting the Business. Without limiting the foregoing:

(a) Certain Operation Permits. Jiangsu Yunxuetang shall use its best commercial efforts to, (i) prior to the earlier of (A) the date of submitting application to the relevant stock exchange for initial public offering of the Company or (B) the date of expiry of the rectification period required by the relevant Governmental Authority, apply for and obtain the Online Broadcasting Audio-visual Programs License (信息网络传播视听节目许可证) (the “**Online Broadcasting License**”) or take other alternative actions satisfactory to the Lead Investor for the purpose of complying with the applicable PRC Laws in connection with the disseminating of audio- video programs through information network, (ii) as soon as practicable after the Closing, in no event later than six (6) months after the Closing, apply for and obtain the Network Culture Operation License (网络文化经营许可证) (the “**Network Culture License**”), (iii) to the extent required by applicable Laws or needed for the operations of the Group Companies, procure the Internet Publication Permit (互联网出版服务许可证) (the “**Internet Publication Permit**”), and (iv) as soon as practicable after the Closing, apply for permit to run schools (办学许可证) (the “**School Permit**”) with relevant Governmental Authority, or to the extent that the relevant Governmental Authority promulgates rules or regulations making such permit not necessary for Jiangsu Yunxuetang to continue to conduct the Business, make filings and registrations (if required) with relevant Governmental Authority and take such other actions in compliance with the applicable Laws (including but not limited to the Non-state Education Promotion Law (《中华人民共和国民办教育促进法》)). In each of the above sub-clauses (i) through (iv), the Online Broadcasting License, the Network Culture License, the Internet Publication Permit and the School Permit shall be issued by the competent Governmental Authorities in accordance with applicable Laws.

(b) Application and Registration of Intellectual Properties. Any future material Intellectual Property of the Group Companies shall be applied by and registered under the name of the Group Companies.

(c) Continuous Compliance with Circular 37. As soon as practicable but no later than six (6) months after the Closing, Founder Lu shall file and complete the modification registrations and/or other foreign exchange registrations required under applicable Laws (including without limitation Circular 37) with the competent Governmental Authorities in connection with his interests in the Company and WFOE indirectly held through the Lu Holdco, and shall deliver to the Lead Investor satisfactory evidence for completion of such modification registrations.

(d) Compliance Mechanism. The Group Companies shall, as soon as practicable but in no event later than six (6) months after the Closing, establish, implement and maintain a proper inspection and monitoring system or policy, to the satisfaction of the Lead Investor, to ensure that the Group Companies will review, inspect and monitor the copyright of the contents and information contained in the Course Materials and other materials used in its Business operation both before and after them being offered to users and customers for the purpose of preventing the Group Companies from being held liable for any legal non-compliance of such contents or information.

8.6. Qualified Public Offering. Subject to necessary approvals required therefor, the Company and the Founder Parties shall use their best effort to consummate a Qualified Public Offering before the fifth (5th) anniversary of the Closing. Details of the Qualified Public Offering, including without limitation the exchange on which such public offering is to be effected, will be determined by the Board. The Founder Parties shall ensure that, prior to the commencement of a Qualified Public Offering by the Company, each Group Company and the Founder Parties are in compliance with all applicable Laws and legal requirements in all material respects and that there is no barrier to repatriation of profits, dividends and other distributions from the WFOE (or any successor entity) to the Company.

8.7. Lock-up. Subject to the terms and conditions hereof, following a Qualified Public Offering, the Founder Parties and the principal and management holders of Ordinary Shares (other than the Ordinary Shares upon conversion of the Preferred Shares) shall be subject to any customary lock-up period to the extent requested by the lead underwriter of securities of the Company in connection with the registration relating to such Qualified Public Offering. In the event of any initial public offering by the Company or any member of the Group Companies, each of the Company and the Founders agrees to take all reasonable steps consistent with all legal requirements to facilitate minimizing any restrictions on the transfer of any Purchased Shares (or the Conversion Shares) held by the Investors.

8.8. Intellectual Property.

(a) Except with the written consent of the Lead Investor, the Group Companies shall take all reasonable steps to protect their respective Intellectual Property rights, including without limitation (i) registering their material respective trademarks, brand names, domain names, copyrights and patents (as applicable); (ii) requiring each employee and consultant of each Group Company to enter into a confidential and intellectual property assignment agreement, which shall contain requirements to (x) protect trade secret or proprietary information, and (y) to refrain from using any intellectual property of third parties including prior employers without authorization, in each case with applicable Group Company; and (iii) requiring each key employees (other than the Key Employees who have already entered into such agreement) to enter into a non-competition and non-solicitation agreement requiring such persons to protect and keep confidential such Group Company's confidential information, intellectual property, technical know-how and trade secrets, prohibiting such persons from competing with such Group Company for a reasonable time after their tenure with any Group Company, and requiring such persons to assign all ownership rights in their work product to such Group Company, in each case in form and substance satisfactory to the Board.

(b) In the event that there is any potential or threatened claim of third parties against any Group Company in connection with or arising out of its usage of any trademarks/application of any self-developed software/application of any self-developed technology, the Group Companies undertake to, and the Founders shall cause the Group Companies to use their commercially reasonable efforts to, take any and all necessary actions to protect their Intellectual Property rights to use such trademarks/in such software/in such technology and mitigate the negative influence resulting from such claim. In the event that there is any actual claim of third parties against any Group Company in connection with or arising out of its usage of any Intellectual Property, the Warrantors shall notify the Lead Investor as soon as practicable after such claim is brought against any Group Company and, without the prior written consent of the Lead Investor, the Warrantors undertake not to withdraw or settle any relevant legal actions, not to grant any waiver, and not to agree to any termination or compromise in relation to any of the above-mentioned claims.

8.9. Employment Matters. As soon as practicable and in no event later than twelve (12) months after the Closing, each Warrantor shall ensure that each of the Domestic Companies and the WFOE will take all necessary actions to rectify any non-compliance under Laws related to labor dispatch, social security funds and housing funds, including but without limitation to reduce the proportion of its dispatched employees in accordance with applicable Laws and make contributions of social security funds and housing funds in such manner and amount as prescribed by applicable Laws.

8.10. Non-Compete.

(a) The Founders acknowledge that each Investor has agreed to invest in the Company on the basis of the continued and exclusive services of and full devotion and commitment by the Founders and the Key Employees to the Group Companies, and agrees that the Investors should have reasonable assurance of such basis of investment. The Founders undertake to each Investor that they shall devote their full time and attention to the business of the Group Companies and shall use their best efforts to develop the business and interests of the Group Companies, and that they shall make their reasonable efforts to procure that each of the Key Employees shall devote his or her full time and attention to the business of the Group Companies and shall use his or her best efforts to develop the business and interests of the Group Companies. Each of the Founders undertakes to each Investor that, unless with the prior written consent of the Lead Investor, (i) during the period he or she holds (including through his or her Affiliates or Associates) any equity interest in, or is employed by, or serves as a director or officer of, any of the Group Companies (the “**Affiliation Relationship**”), whichever period is longer, and within two (2) years after the termination of such Affiliation Relationship, and (ii) during the period the Lead Investor holds any Series D Preferred Share of the Company (the total period in (i) and (ii), the “**Restriction Period**”), such Founder will not, and will procure that any of such Founder’s Affiliate (especially Suzhou Yunzheng) or any of such Founder’s Associates (as defined below) will not, in any Relevant Jurisdiction, directly or indirectly:

(i) conduct any action or inaction that could harm the interests of, or infringe the lawful rights and interests of, any of the Group Companies and/or its Affiliates;

(ii) solicit or entice away, or endeavor to solicit or entice away, any director, officer or employee of any Group Company;

(iii) render consulting services or any other services or assistance to any Person in conducting business that is same or similar to, or otherwise competing with the Business of the Group Companies, either in his individual capacity or as a representative or employee of another individual or entity; and

(iv) control, conduct or participate in, or invest or hold interests in any entity, business operation or activities that is same or similar to, or otherwise competes or would compete with the Business of the Group Companies as currently or subsequently being conducted during the Restriction Period, in any form (including without limitation, investment, acquisition, co-operation, joint venture, operation, partnership, contractual operation, lease operation, equity holding), whether for its own account or for the benefit of any other Person, except for the holding, as a passive and public investor, of no more than one percent (1%) of the shares in publicly traded companies that may compete with any Group Company.

(b) Each of the Founders further undertakes to each Investor that he or she will use his or her reasonable efforts to procure that the directors nominated by such Founder, the senior management members of the Group Companies, or the Key Employees, will not, directly or indirectly, compete with the Business carried on by any Group Company in the above manner during the period that the foregoing persons are direct or indirect shareholders, directors, senior management members or Key Employees of the Company and within two (2) years after each such person or each of them ceases to be a direct or indirect shareholder of the Group Companies or leaves his or her director or senior management post or terminates his or her employment with the Group Companies.

(c) Each of the Founders further undertakes to each Investor that in the event that the operation of any of the Founder's Affiliates (to the extent such operation is permitted pursuant to the other provisions under this Section 8.10) adversely affects the Qualified Public Offering of the Group Companies, the Founders shall eliminate such adverse effects in a proper and timely manner to the reasonable satisfaction of the Lead Investor.

(d) During the Restriction Period, in the event any entity directly or indirectly established or managed by the Founders, engages or will engage in any business which is the same or similar to or otherwise competes with the Business of the Group Companies, the Founders shall cause such entity, to disclose any relevant information to the Lead Investor upon request and transfer such entity or business to any of the Domestic Companies or any subsidiary designated by the Domestic Companies immediately thereafter.

(e) For purpose of this Section 8.10, "**Relevant Jurisdiction**" means a jurisdiction in which any Group Company carries on or conducts any business, including but not limited to the PRC, Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan.

8.11. Use of Investor's Names or Logos. Without prior written consent of the concerning Investor, and whether or not such Investor is then a shareholder of the Company, none of the Group Companies, their registered and beneficiary shareholders (excluding such Investor), the Founder Parties or any Affiliates or Associates of the foregoing shall (i) use, publish or reproduce the name or brand of such Investor or its Affiliates (with respect to the Lead Investor, including "Centurium", "Centurium Capital", "大钲" and "大钲资本") or any similar names, trademarks or logos for any purposes, except for the reference to the name or brand of such Investor under this Agreement or any other Transaction Documents and factual statement that the Company is a portfolio company of such Investor (to the extent such information is by then in the public domain), or (ii) claim itself as a partner of such Investor or its Affiliates or make any similar representations.

8.12. Equity Compensation. The Company shall not, and shall procure the other Group Companies not to, directly or indirectly issue Ordinary Shares, share options or other forms of equity of the Company to any employee, director or consultant of any of the Group Companies except pursuant to the ESOP adopted by the Company from time to time in accordance with the Shareholders Agreement and the Restated Articles. Immediately prior to and after the Closing, the Company shall have only one ESOP, which is the Existing ESOP, under which a pool for share options to be granted to the employees, directors or consultants of the Group Companies have been reserved in the share capital of the Company, representing 3.2417% of the fully-diluted share capital of the Company immediately prior to the Closing and 2.3455% of the fully-diluted share capital of the Company upon the Closing (assuming the Closing of the Lead Investor and SIG occurs simultaneously), the exercise price and the vesting schedule of which shall be determined by the Board of the Company (subject to such approvals as required under the Shareholders Agreement and the Restated Articles). Should recipients of such option fail to exercise such option in a manner not in conflict with applicable PRC Laws, including Circular 37 and Circular 7, no option under any ESOP (including the Existing ESOP) may be actually exercised, and no shares thereunder may be issued to such recipients, unless and until after the requisite filing, if applicable, with SAFE pursuant to Circular 37 or Circular 7 (as the case may be) has been completed. Each recipient of an option to purchase Ordinary Shares under the ESOP shall enter into a share option agreement with the Company in the form and substance reasonably acceptable to all the Investors. Without the prior written consents of all the Investors, no additional securities shall be reserved for ESOP (including the Existing ESOP).

8.13. Board Meeting. Unless otherwise approved by the majority of the votes of the directors (which majority shall include the SIG Director, Yunfeng Director and Centurium Director), the Company shall hold meetings of the Board at least every six (6) months.

8.14. Board of Directors. The board of directors of the WFOE and Jiangsu Yunxuetang shall have the same board composition as that of the Board within thirty (30) days following the Closing. The Warrantors shall, according to the foregoing sentence, cause the Centurium Director to be registered with the relevant Governmental Authority, including without limitation, the filing with the competent local branches of the State Administration for Market Regulation (国家市场监督管理总局) and the Ministry of Commerce (商务部). The Company shall not grant any additional Board seats without the prior written consents of all the Investors.

8.15. Independent Auditors. The Company shall engage one of the Big Four accounting firms (i.e., Deloitte & Touche or Ernst & Young, KPMG, and PricewaterhouseCoopers) or other reputable accounting firms acceptable to the Lead Investor and shall cause such accounting firm to audit the Company's annual consolidated financial statements.

8.16. Cash Deposit. All the Group Companies' cash shall be deposited with sound international or PRC financial institutions, and all such cash deposits shall be short-term with free liquidity unless otherwise approved by the Board.

8.17. D&O Insurance. Upon request by the Lead Investor and if determined by the Board to be commercially reasonable, the Company shall obtain for the director(s) nominated by the Lead Investor insurance against liability for negligence, default, breach of duty or breach of trust incurred in the course of discharging his or her duties as a director or officer of the Company, including without limitation, directors and officers liability insurance with a carrier and in an insured amount that is customary for similarly suited and structured PRC based companies to the satisfaction of the Board.

8.18. Tax Covenants.

(a) Each Group Company shall comply with all applicable tax Laws in all material respects, including without limitation, Laws pertaining to corporate income tax, individual income tax, value added tax and business tax.

(b) In the event that the Company is determined by counsels or accountants for the Company or any Investor to be a CFC with respect to the shares held by such Investor, the Company agrees (a) to use commercially reasonable efforts to avoid generating Subpart F Income (as defined in Section 952 of the Code) (“**Subpart F Income**”) and (b) to the extent permitted by the applicable Laws, to annually make dividend distributions to such Investor in an amount equal to fifty percent (50%) of any income deemed distributed to such Investor that would have been deemed distributed to such Investor pursuant to Section 951(a) of the Code had such Investor been a “United States person” as such term is defined in Section 7701(a)(30) of the Code (or such lesser amount determined by such Investor in its sole discretion). No later than forty-five (45) days following the end of each taxable year of the Company, the Company shall provide to such Investor the Company’s capitalization table as of the end of the last day of such taxable year. The Company shall provide to such Investor upon request (i) any information in its possession concerning its shareholders and, to the Company’s actual knowledge, the direct and indirect interest holders in each shareholder, sufficient for such Investor to determine the Company’s status as a CFC and (ii) in the event that the Company is determined to be a CFC, any information in the possession of the Company to determine whether such Investor or any of such Investor’s Partners is required to report its pro rata portion of the Company’s Subpart F Income on its United States federal income Tax Return, or to allow such Investor or such Investor’s Partners to otherwise comply with applicable United States federal income tax Laws. For purposes of this Section 8.18, (i) the term “**Investor’s Partners**” shall mean such Investor’s shareholders, partners, members or other equity holders and any direct or indirect equity owners of such entities and (ii) the “**Company**” shall mean the Company and each of its subsidiaries.

(c) The Company shall assist each Investors in its inquiry on whether such Investor’s or such Investor’s Partner’s direct or indirect interest in the Company is subject to the reporting requirements of either or both of Sections 6038 and 6038B of the Code (and the Company shall duly inform such Investor of the results of such determination), and in the event that such Investor’s or such Investor’s Partner’s direct or indirect interest in Company is determined by the Company’s tax advisors or such Investor’s tax advisors to be subject to the reporting requirements of either or both of Sections 6038 and 6038B, the Company agrees, upon a request from such Investor, to provide such information as may be necessary to fulfill such Investor’s or such Investor’s Partner’s obligations thereunder.

8.19. Business Operation. During the period between the date hereof and the Closing with respect to any Investor, except as the Lead Investor otherwise agrees in writing or as expressly contemplated under this Agreement or as required by applicable Laws, each of the Group Companies shall (and the Warrantors shall use best endeavors to cause each of the Group Companies to) (i) conduct its business in the ordinary course consistent with past practice, as a going concern and in compliance with all applicable Laws and Contracts of the Group Companies in all material respects, (ii) pay or perform its debts, Taxes, and other obligations when due, (iii) maintain its assets in a condition comparable to their current condition, with reasonable wear, tear and depreciation excepted, (iv) preserve intact its current business organizations and keep available the services of its current officers and employees and preserve its relationships with customers, suppliers and others having business dealings with, (v) periodically report to the Lead Investor concerning the status of its business, operations and finance, and (vi) promptly take all actions reasonably necessary to consummate the transactions contemplated by this Agreement, including the taking of all reasonable acts necessary to cause all of the conditions set out under Section 6 to be satisfied.

8.20. Covenants regarding Activities prior to Closing. Except as required or expressly permitted by this Agreement, no resolution of the directors, owners, members, partners or shareholders of any of the Group Companies shall be passed, nor shall any action, contract or commitment be entered into, with respect to the following, in each case, prior to the Closing without the prior written consent of the Lead Investor:

(a) any amendment to the memorandum of association and/or articles of association of any Group Company;

(b) any action by any of the Group Company to authorize, create or issue or redeem or repurchase or reclassify or shares of any class or series of securities of such Group Company;

(c) the declaration and/or payment of any and all dividends on any securities of any Group Company;

(d) any merger, consolidation, scheme of arrangement, recapitalization or sale, transfer, lease or other disposition of all or substantially all of the assets of any Group Company;

(e) any change in the number of directors of any Group Company;

(f) any filing by or against any Group Company for the appointment of a receiver, administrator or other form of external manager, or the winding up, liquidation, bankruptcy or insolvency of any Group Company;

(g) any expenditure, any purchase and disposal of assets and businesses, or any purchase and disposal of assets and businesses worth, in the aggregate, more than US\$200,000 by any Group Company;

(h) other than in the ordinary business, any business transactions of the Group Companies (taken as a whole) exceeding the amount of US\$200,000 or out of scope of principal business;

(i) any capital commitment, loan transaction or mortgage or pledge transaction of the Group Companies (taken as a whole) exceeding the amount of US\$200,000 in a transaction or a series of related transactions;

(j) establishment of any subsidiary or Affiliates (including any non-legal person branch) and the signing of any shareholders' agreement or joint venture agreement or cooperation agreement by any Group Company; and

(k) any purchase or lease by any Group Company of any real estate properties not in the ordinary course of business.

8.21. Information. If at any time before the Closing, any of the Warrantors comes to know of any material fact or event which:

(a) is in any way materially inconsistent with any of the representations and warranties given by any Warrantor, and/or

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

(c) might affect the willingness of a reasonable investor in making a prudent decision to purchase the Purchased Shares or the amount of consideration which such Investor would be prepared to pay for the Purchased Shares, then such Warrantor shall give immediate written notice thereof to each Investor in which event, in addition to any other rights or remedy that is available to such Investor under this Agreement or applicable Law, such Investor may within five (5) Business Days of receiving such notice terminate this Agreement with respect to itself, as far as such Investor is concerned, by written notice to the other parties hereto without any penalty whatsoever on such Investor.

8.22. Exclusivity. From the date hereof until the Closing, without the prior written consent of the Lead Investor, the Warrantors shall not, and they shall cause any of their representatives or any member of the Group Companies not to, solicit, initiate, facilitate, engage in any discussions or negotiations with respect to, adopt, approve, commit to, or conclude any investment transaction with, or any sale of any member of the Group Companies or the business or equity thereof to, any third party, whether directly or indirectly. Except as has been disclosed to the Lead Investor in writing, the Warrantors shall, and shall cause their representatives and the other members of the Group Companies to, terminate all existing activities as soon as practicable, discussions and negotiations with any third parties with respect to the foregoing, and if any of them hereafter receives any correspondence or communication that constitutes, or could reasonably be expected to lead to, any such transaction they shall give notice thereof as soon as practicable (including the third party and the material terms of such transaction) to the Lead Investor.

8.23. Other Issues in the Disclosure Schedule. As soon as practicable after the Closing, the Warrantors shall, in a manner reasonably acceptable to the Lead Investor, resolve the other issues which are disclosed in the Disclosure Schedule or identified by the Lead Investor in the due diligence process but not expressly specified as a specific covenant under this Section 8 or a specific condition for the Closing under Section 6 hereof. The covenants under this Section 8.23 shall not preclude, be prejudice to, or otherwise limit in any way, the Warrantors' indemnification liabilities under Section 9.1 below or any other right of or remedy available to the Investors.

8.24. Performance of Transaction Documents and Other Documents. After the Closing, each of the Warrantors shall duly perform their respective obligations pursuant to the Transaction Documents and all other ancillary documents, the forms of which are attached thereto, and any other instrument or documents for or in connection with consummation of the transactions contemplated in the Transaction Documents.

8.25. Liquidation or Disposition of Related Companies of Founder Lu. As soon as practicable but in any event no later than six (6) months after the Closing, Founder Lu shall (a) cause Suzhou Ou Suo Ai Si Software Co., Ltd. (苏州欧索艾思软件有限公司) to be liquidated in accordance with Law and de-registered with the relevant Governmental Authorities, (b) dispose of all of his equity interests in Jiangsu Ousuo Software Co., Ltd. (江苏欧索软件有限公司) and Suzhou Yunzheng respectively to any third party that is not his Affiliate or Associate, in each case in a manner satisfactory to the Lead Investor, and shall provide the Lead Investor with documents evidencing such liquidation/de-registration and/or disposition (which shall be in form and substance satisfactory to the Lead Investor).

8.26. Tax Declaration. To the extent a Form 8832 (Entity Classification Election) or Form SS-4 (Application for Employer Identification Number) is proposed to be filed by or on behalf of any Group Company with the relevant Governmental Authorities (whether pursuant to any Prior Financing Documents or otherwise), the relevant Group Company shall obtain the Lead Investor's prior written consent before making any filing of the aforesaid forms, and any such form to be filed shall be in form and substance satisfactory to the Lead Investor.

8.27. Acquisition of XWLJ. As soon as practicable and in no event later than six (6) months after the Closing, Jiangsu Yunxuetang shall complete XWLJ Acquisition pursuant to the XWLJ Acquisition Agreement so that XWLJ shall by then become a wholly owned subsidiary of Jiangsu Yunxuetang, with documents evidencing the completion of such acquisition, in form and substance satisfactory to the Lead Investor, provided to the Lead Investor. At any time prior to the completion of the XWLJ Acquisition, the Lead Investor's prior written consent shall be required for (i) any entry into, modification or amendment to or termination of any Contracts or transactions between any Group Company, on the one hand, and XWLJ or its Affiliates (other than the Group Companies themselves), on the other hand, and (ii) any transaction(s) or payment(s) (whether as a result of performing any existing Contracts or transactions or otherwise) between any Group Company, on the one hand, and XWLJ or its Affiliates (other than the Group Companies themselves), on the other hand, with an amount exceeding RMB500,000 individually or in aggregate.

8.28. Registration with Competent Governmental Authorities. As soon as practicable but in any event no later than six (6) months after the Closing of the Lead Investor, Beijing Yunxuetang shall and the other Warrantors shall cause Beijing Yunxuetang to, at its election, (a) register the change of its legal address to its actual place of business with competent Governmental Authorities and obtain an updated business license thereof, or (b) be liquidated and de-registered with the relevant Governmental Authorities, in each case in accordance with the applicable PRC Laws, with evidence thereof to be delivered to the Lead Investor.

8.29. Filing of Lease. As soon as practicable after the Closing, the Group Companies shall register all their current lease agreements with the competent Governmental Authorities for record, with evidence thereof to be delivered to the Lead Investor.

8.30. Management System of the Intellectual Property of Courses. As soon as practicable but in any event no later than six (6) months after the Closing, the Group Companies shall, and the other Warrantors shall cause the Group Companies to, prepare and launch a management system of all the Intellectual Properties used in the Courses Materials, under which, including without limitation, (i) with regard to any Intellectual Property solely owned or jointly owned by any Group Company, the Group Companies will claim their ownership of such Intellectual Property in a visible manner showing on the Course Materials or otherwise and make sure that such Intellectual Property will not infringe, violate or misappropriate any third party's rights; and (ii) with regard to any Intellectual Property not owned by any Group Company, the Group Companies will present a disclaimer in a visible manner showing on the Course Materials or otherwise to the audiences of the courses, clearly stating that the Group Companies do not own such Intellectual Property and will not take any responsibility for any actual or alleged infringement, violation or misappropriation of such Intellectual Property.

8.31. Business Plan and Budget. The Company shall as soon as practicable but within two (2) months after the Closing or any other longer period approved in writing by the Centurium Director provide to the Lead Investor the business plan and budget for the twelve (12) months following the Closing to the Investor's satisfaction.

8.32. Capital Injection and Tax Filing. Unless otherwise agreed to by the all the Investors in writing, all Proceeds shall be injected into the registered capital of the WFOE as soon as practicable but in any event within ninety (90) days after the applicable Closing, provided that US\$ 500,000 can be reserved in the offshore bank of the Company to facilitate its overseas payment of relevant professional service charges incurred in connection with the transactions contemplated hereunder. In the event of a subsequent sale of equity securities in the Company by any Investor in which event such Investor is required to file any income Tax, capital gain Tax or any other transfer Tax with any PRC Governmental Authorities under applicable PRC Laws, each of the Founder Parties, the Company and the WFOE agrees that, upon the reasonable request of such Investor, he/she/it will exercise reasonable best endeavor to provide or cause to be provided such Investor with necessary information and assistance to facilitate such Investor in its negotiation or communication with the competent PRC Governmental Authorities with respect to such Investor's indirect Tax basis or equity cost in the Group Companies for the purposes of determining any income Tax, capital gain Tax or other transfer Tax calculated with reference to gains made through the subscription, purchase and sale of such Investor's equity securities in the Company.

8.33. Shareholder Confirmation. As soon as practicable but in any event within three (3) months after the Closing of the Lead Investor, the Warrantors shall cause each of the Persons who is a shareholder of the Company to execute and issue a confirmation letter to the Company in form and substance satisfactory to the Lead Investor, stating and confirming that, such shareholder of the Company agrees to use its investment amount actually paid into the share capital (and/or share premium) of the Company to calculate its own tax cost basis for equity investment in the Company, provided that the foregoing tax cost basis shall be subject to final determination of the relevant PRC tax authorities. The Company shall not agree to any amendment, revocation, withdrawal or waiver of such confirmation letter without the prior written consent of the Lead Investor, and a copy of such confirmation letter shall be provided to the Lead Investor.

8.34. Access. During the period between the date hereof and the Closing with respect to the Lead Investor, upon the Company's receipt of prior written notice issued by the Lead Investor at least three (3) days in advance, the Warrantors shall permit the Lead Investor, or any representative thereof, to (i) visit and inspect the properties of the Group Companies, (ii) inspect the contracts, books of account, records, ledgers, and other documents and data of 47 the Group Companies, (iii) discuss the business, affairs, finances and accounts of the Group Companies with officers and employees of the Group Companies, and (iv) review such other information as the Lead Investor may reasonably request, in such a manner so as not to unreasonably interfere with their normal operations.

8.35. Compliance with Anti-Corruption, Anti-Money Laundering and Trade Control Laws. Each of the Group Companies and the Founder Parties shall not, and shall not permit explicitly or implicitly any of its or their respective directors, officers, managers or employees or permit explicitly any of its independent contractors, representatives or agents to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, any third party, including any Public Official, in each case, in violation of any Anti-Corruption Laws. Each of the Group Companies shall not, and the Founder Parties shall cause each of the Group Companies not to, take or permit any actions that is in violation of applicable Compliance Laws, and each of the Group Companies shall, and the Founder Parties shall cause each of the Group Companies to, cease all of its or their respective activities or actions, as well as remediate any actions taken by the Group Companies, or any of their respective directors, officers, managers, employees, independent contractors, representatives or agents, that are in violation of any Compliance Laws. As soon as practicable and in any event within six (6) months after the Closing with respect to the Lead Investor, each of the Group Companies shall, and the Founder Parties shall cause each of the Group Companies to, maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to the reasonable satisfaction of the Lead Investor to ensure compliance with the Compliance Laws and other applicable Laws.

9. MISCELLANEOUS.

9.1 Indemnity.

(a) The Warrantors shall, jointly and severally, indemnify each Investor, and its Affiliates, directors, officers and assigns (each, an “**Indemnitee**”) from and against any losses, liabilities, damages, Liens, Taxes, penalties, necessary costs and expenses, including reasonable advisor’s fees and other reasonable expenses of investigation and defense of any of the foregoing, incurred by such Indemnitee (the “**Indemnifiable Loss**”) as a result of (i) any breach of any representation or warranty made by any Warrantor in this Agreement, the Disclosure Schedule, any other Transaction Document or any other schedule, instrument or certificate delivered pursuant to this Agreement or any other Transaction Document; (ii) any breach or default in performance by any Warrantor of any covenant, agreement or obligation of any Warrantor as set forth in this Agreement, any other Transaction Document or any schedule, instrument or certificate delivered pursuant to this Agreement or any other Transaction Document; and (iii) any non-compliance (whether before or after the Closing) with applicable Laws (including without limitation, conducting the Business without obtaining proper Permits from the competent Governmental Authorities or holders of copyright or related rights, and failure to withhold/pay any tax for the employees or make full contributions and payments for the employees in respect of all statutory social insurance and housing plans on a timely basis as required by the applicable Laws).

(b) If an Indemnitee believes that it has a claim that may give rise to an indemnity obligation hereunder, it shall promptly notify the Warrantor stating specifically the basis on which such claim is being made, the material facts related thereto, and (if ascertainable or quantifiable) the amount of the claim asserted; provided that failure to provide such notice shall not relieve the Warrantor from its indemnification obligation hereunder except to the extent such Warrantor has been actually and materially prejudiced by such failure. For purposes hereof, notice delivered to the Company at the Company's address pursuant to Section 9.6 shall constitute effective notice to all Warrantors. In the event of a third party claim against an Indemnitee for which such Indemnitee seeks indemnification from the Warrantors, no settlement shall be deemed conclusive with respect whether there was an Indemnifiable Loss or the amount of such Indemnifiable Loss unless such settlement is consented to by the Warrantors. Notwithstanding the foregoing sentence, any undisputed portion of Indemnifiable Loss claimed by an Indemnitee shall be indemnified by the Warrantors within twenty (20) Business Days upon delivery of the notice by such Indemnitee without further action on its part. Any dispute related to this Section 9.1(b) shall be resolved pursuant to Section 9.15 hereof.

(c) Specifically, but not by way of limitation, the Warrantors shall jointly and severally indemnify any Indemnitee for any Indemnifiable Losses suffered by such Indemnitee as a result of or arising out of: (i) any Warrantor's failure to withhold any tax, or pay any tax or social insurance or housing funds (including any non-payment or underpayment thereof) in accordance with the applicable Laws for all tax periods or contribution periods (as applicable); (ii) any Founder Party's and/or Group Company's failure to comply with any applicable Laws (including without limitation any Founder Party's and/or Group Company's failure to comply with any tax or labor related Laws) in any material respects that incurred or existed on or prior to the Closing Date; (iii) liability incurred by any Group Company arising out of or in connection with any infringement upon any other Person's rights to Intellectual Property, including without limitation, (A) the infringement, violation or misappropriation of the Intellectual Property of any third party in connection with the use of any trademarks used by the Group Companies; or (B) the infringement, violation or misappropriation of the Intellectual Property of any third party owning the Course Materials used by the Group Companies; (iv) any Group Company's failure to timely obtain or maintain any Permit from the competent Governmental Authority in accordance with the applicable Laws (including but not limited to the Online Broadcasting License, the Network Culture License, the Internet Publication Permit and the School Permit to the extent such Permit is required by applicable Law); (v) any of the Founder's Affiliates' conduct of any business that is same or similar to or otherwise competes with the Business of the Group Companies (the "**Affiliate's Competition**") or the Group Companies' failure to consummate a Qualified Public Offering due to the Affiliate's Competition; and (vi) any failure of the Founder or Domestic Residents to register and/or update his/her respective holding of equity interest in the Group Companies with the competent Governmental Authorities as required under Circular 37 and/or any other applicable Laws of the PRC. For the avoidance of doubt, the indemnification referenced in sub-clauses (i) through (vi) under this Section 9.1(c) shall not be prejudiced by or be otherwise subject to any disclosure (in the Disclosure Schedule or otherwise) and shall apply regardless of whether the Warrantors or Indemnitees have any actual or constructive knowledge with respect thereto.

(d) The indemnification provisions contained in this Section 9.1 are in addition to, and not in derogation of, any statutory, equitable or common-law remedy any party or Indemnitee may otherwise have.

(e) The representations and warranties as they were made on the respective dates by the Warrantors herein shall survive the Closing. Such representations and warranties of the Warrantors shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of the Investors. All covenants or agreements shall survive the Closing and remain in full force and effect in accordance with their terms.

9.2. Limitation of Indemnity. The indemnification provided in Section 9.1 is subject to the following limitations: the Indemnitee shall: (i) first seek for indemnification from the Group Companies with respect to the whole and entire amount of the Indemnifiable Losses; and (ii) only in the event that the Group Companies are unable to (or have otherwise failed to) compensate the Indemnitee for the whole and entire amount of such Indemnifiable Losses within ninety (90) days, and to the extent the Indemnifiable Losses were resulted from any decision or action made or taken by the Warrantors that is not approved by the Board in advance and constitutes gross negligence or willful misconduct of the Warrantors, the Indemnitee may seek for indemnification with respect to the remaining amount of the Indemnifiable Losses from such Warrantors other than the Group Companies.

9.3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of Hong Kong as to matters within the scope thereof, without regard to its principles of conflicts of laws.

9.4. Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. This Agreement and the rights and obligations herein may not be assigned by any of the Warrantors without the written consent of all Investors. For the avoidance of doubt, this Agreement and the rights and obligations therein may be assigned by each Investor to any of its Affiliates or any transferee of the Purchased Shares in a transfer that complies with the Shareholders Agreement without any consent of the other parties. Except as expressly provided in this Agreement (including under Section 9.1 and Section 9.2 with respect to the Indemnitee) and other than the parties hereto or their respective successors and assigns, a Person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce, or to enjoy the benefit of, any term of this Agreement.

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

9.6. Notices. Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other party, upon delivery; (b) when sent by facsimile at the number set forth in Schedule VII hereto, upon receipt of confirmation of error-free transmission; (c) when sent by electronic-mail at the e-mail address set forth in Schedule VII hereto, upon being sent unless failure delivery notice is received; (d) seven (7) Business Days after deposit in the mail as air mail or certified mail, receipt requested, postage prepaid and addressed to the relevant party or parties as set forth in Schedule VII; or (e) three (3) Business Days after deposit with an overnight delivery service, postage prepaid, addressed to the relevant parties as set forth in Schedule VII with next business day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider. Each Person making a communication hereunder by facsimile or electronic-mail shall promptly confirm by telephone to the Person to whom such communication was addressed each communication made by it by facsimile or electronic-mail pursuant hereto, but the absence of such confirmation shall not affect the validity of any such communication. A party may change or supplement the addresses set forth in Schedule VII, or designate additional addresses, for purposes of this Section 9.6, by giving the other parties written notice of the new address in the manner set forth above.

9.7. Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consents of the Company, the Founders and the Investors. Any amendment effected in accordance with this Section 9.7 shall be binding upon each party hereto and each of their respective successors and assigns. Any term of this Agreement and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the party against whom such waiver is sought. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

9.8. Waivers of Certain Shareholder's Rights. Each of the Warrantors by executing this Agreement, hereby waives any anti-dilution rights, rights of first refusal, preemptive rights and all other similar rights in connection with the issuance of the Purchased Shares.

9.9. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Warrantor or Investor, upon any breach or default of any party hereto under this Agreement, shall impair any such right, power or remedy of such Warrantor or Investor, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach of default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Warrantor or Investor of any breach of default under this Agreement or any waiver on the part of any Warrantor or Investor of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. Subject to Section 9.1 and Section 9.2, all remedies, either under this Agreement, or by Law or otherwise afforded to the Warrantors and the Investors shall be cumulative and not alternative.

9.10. Interpretation; Titles and Subtitles. This Agreement shall be construed according to its fair language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless otherwise expressly provided herein, (i) all references to Sections and Exhibits herein are to Sections and Exhibits of this Agreement; (ii) the words “include” and “including”, and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation”; (iii) the term “or” is not exclusive; (iv) words in the singular include the plural, and words in the plural include the singular; (v) the terms “herein”, “hereof”, and other similar words refer to this Agreement as a whole and not to any particular section, subsection, paragraph, clause, or other subdivision; (vi) the masculine, feminine, and neuter genders will each be deemed to include the others; (vii) the terms “shall”, “will”, and “agrees” are mandatory, and the term “may” is permissive; (viii) the term “day” shall mean “calendar day”, and “month” shall mean calendar month, (ix) all references in this Agreement to designated Schedules, Exhibits and Appendices are to the Schedules, Exhibits and Appendices attached to this Agreement unless the context otherwise requires, (x) the phrase “directly or indirectly” shall mean directly, or indirectly through one or more intermediate Persons or through contractual or other arrangements, and “direct or indirect” has the correlative meaning, (xi) references to Laws include any such law modifying, reenacting, extending or made pursuant to the same or which is modified, reenacted, or extended by the same or pursuant to which the same is made, (xii) each representation, warranty, agreement, and covenant contained herein will have independent significance, regardless of whether also addressed by a different or more specific representation, warranty, agreement, or covenant, (xiii) references to this Agreement, any other Transaction Documents and any other document shall be construed as references to such document as the same may be amended, supplemented or novated from time to time, (xiv) all references to dollars or to “US\$” are to currency of the United States of America and all references to “RMB” are to currency of the PRC (and each shall be deemed to include reference to the equivalent amount in other currencies), and (xv) references to a Party includes a reference to that Party’s successors and permitted assigns.

9.11. Language and Counterparts. This Agreement has been negotiated, concluded and executed in English language. This Agreement may be executed (including facsimile signature) in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and emailed copies of signatures shall be deemed to be originals for the purposes of the effectiveness of this Agreement.

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

9.13. Confidentiality and Non-Disclosure. The parties hereto agree to be bound by the confidentiality and non-disclosure provisions of Section 8 of the Shareholders Agreement, which shall mutatis mutandis apply.

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

9.15. Dispute Resolution.

(a) Negotiation Between Parties. The parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of all parties within thirty (30) days, Section 9.15(b), shall apply.

(b) Arbitration. In the event the parties are unable to settle a dispute between them regarding this Agreement in accordance with subsection (a) above, such dispute, including the validity, invalidity, breach or termination of this Agreement, shall be referred to and finally settled by arbitration at the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC Arbitration Rules (the “**HKIAC Rules**”) then in effect, which rules are deemed to be incorporated by reference into this subsection (b). There shall be three (3) arbitrators. Where there are more than one (1) party to one (1) side of the dispute, the parties whose interests are aligned shall jointly select one (1) arbitrator. The other party to such a dispute shall select one (1) arbitrator. The HKIAC shall select the third arbitrator. Any such arbitration shall be administered by HKIAC in accordance with HKIAC Procedures for Arbitration in force at the date of this Agreement including such additions to the HKIAC Rules as are therein contained. The decision of the arbitrators (by rule of majority) shall be final and binding on the parties (including any decision on their fees) and their fees shall be borne and paid by the parties in such proportions as the arbitrators shall determine.

9.16. Expenses. If the Closing with respect to the Lead Investor occurs, the Company shall reimburse and/or pay all legal, due diligence, administrative and other expenses and costs actually incurred by the Lead Investor in connection with the Transaction Documents and the transactions contemplated thereby (including out-of-pocket expenses, third party consulting or advisory expenses and legal, accounting and other costs and expenses), for up to US\$283,000. In any other circumstances, each Party shall bear all of its own costs and expenses incurred or to be incurred by it in connection with the Transaction Documents and the transactions contemplated thereby respectively.

9.17. Termination. Unless otherwise agreed herein, this Agreement may be terminated (i) by any Investor with respect to itself on or after March 31, 2020 or any later date as mutually agreed upon by the Lead Investor and the Company in writing (the “**Termination Date**”), by written notice to the other parties, if the Closing has not occurred on or prior to the Termination Date provided that such Investor is not in material default of any of its obligations hereunder, or (ii) by the Lead Investor in the event of any material breach or violation of any representation or warranty, covenant or agreement contained herein or in any of the other Transaction Documents by any Warrantor that is not curable or if curable, is not cured within twenty (20) Business Days of written notice given by the Lead Investor. If this Agreement is terminated pursuant to this Section 9.17, this Agreement will be of no further force or effect, and the rights and obligations of the parties hereunder shall terminate and expire without any liability on any party to any other party; provided that Section 1 and this Section 9 shall survive the termination of this Agreement and shall continue in full force and effect pursuant to their terms. Such termination under this Section 9.17 shall be without prejudice to any claims for damages or other remedies that the parties may have under this Agreement or applicable Law and shall not relieve any party from any liability for any breach or violation of this Agreement.

9.18. No Recourse. Notwithstanding anything to the contrary in this Agreement or any other Transaction Documents, each Warrantor agrees and covenants that it shall not, and shall cause each of its Affiliates, directors, officers or employees not to, seek any remedy from, make any claim against, or otherwise have any recourse against, any of the Lead Investor's current or future Affiliates or its and their respective equityholders, directors, officers, employees, representatives, members, agents, or general or limited partners, whether by legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Laws, with respect to any matters under or in connection with this Agreement or any other Transaction Documents, provided that the Lead Investor shall not voluntarily initiate any liquidation, dissolution or winding-up proceeding for so long as it holds any equity interests in the Group Companies.

9.19. Specific Performance. The parties hereto acknowledge and agree that irreparable harm may occur for which money damages may not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement.

[The remainder of this page has been intentionally left blank.]

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

THE GROUP COMPANIES:

UNICENTURY GROUP HOLDING LIMITED

By: /s/ Lu Xiaoyan
Name:
Title:

YXT.COM Holding Limited

By: /s/ Lu Xiaoyan
Name:
Title:

YXT.COM (HK) LIMITED (雲學堂控股(香港)有限公司)

By: /s/ Lu Xiaoyan
Name:
Title:

Yunxuetang Information Technology (Jiangsu) Co., Ltd.

(云学堂信息科技(江苏)有限公司)
(Corporate seal affixed hereto)

By: /s/ Lu Xiaoyan
Name:
Title:

Jiangsu Yunxuetang Network Technology Co., Ltd.

(江苏云学堂网络科技有限公司)
(Corporate seal affixed hereto)

By: /s/ Lu Xiaoyan
Name:
Title:

Signature Page to Series D Preferred Share Purchase Agreement of Unicentury Group Holding Limited

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

THE GROUP COMPANIES:

Beijing Yunxuetang Network Technology Co., Ltd.

(北京云学堂网络科技有限公司)
(corporate seal affixed hereto)

By: /s/ Lu Xiaoyan

Name:

Title:

Suzhou Xuancai Network Technology Co., Ltd.

(苏州炫彩网络科技有限公司)
(corporate seal affixed hereto)

By: /s/ Lu Xiaoyan

Name:

Title:

Signature Page to Series D Preferred Share Purchase Agreement of Unicentury Group Holding Limited

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

THE FOUNDER PARTIES:

Founders

Lu Xiaoyan
(卢小燕)

/s/ Lu Xiaoyan _____

Ding Jie
(丁捷)

/s/ Ding Jie _____

Founder Holdcos

UNICENTURY HOLDINGS LIMITED

By: /s/ Lu Xiaoyan _____

Name: Lu Xiaoyan (卢小燕)

Title: Director

DINGDING HOLDINGS LIMITED

By: /s/ Ding Jie _____

Name: Ding Jie (丁捷)

Title: Director

Signature Page to Series D Preferred Share Purchase Agreement of Unicentury Group Holding Limited

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

THE INVESTORS:

Jump Shot Holdings Limited

By: /s/ David Li

Name: David Li

Title: Authorized Signatory

Signature Page to Series D Preferred Share Purchase Agreement of Unicentury Group Holding Limited

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

THE INVESTORS:

**SIG CHINA INVESTMENTS MASTER FUND IV,
LLLP**

By: SIG Asia Investment, LLLP,
Its Authorized Agent

By: Heights Capital Management, INC.,
Its Authorized Agent

By: /s/ Michael Spolan

Name: Michael Spolan

Title: General Counsel

LIST OF SCHEDULES AND EXHIBITS

Schedule I	List of Founder Parties
Schedule II	Purchased Shares and Purchase Price
Schedule III	Particulars of Group Companies
Schedule IV	Capitalization Table
Schedule V	Disclosure Schedule
Schedule VI	List of Key Employees
Schedule VII	Notices
Exhibit A	Form of Restated Articles
Exhibit B	Form of Second Amended and Restated Shareholders Agreement
Exhibit C	Form of Second Amended and Restated Share Restriction Agreements
Exhibit D	Form of Director Indemnification Agreement
Exhibit E	Form of Wire Transfer Instructions
Exhibit F	Form of Legal Opinion
Exhibit G	Form of Waiver Letter

SCHEDULE I

List of Founder Parties

SCHEDULE II

Purchased Shares and Purchase Price

SCHEDULE III

Particulars of Group Companies

SCHEDULE IV

Capitalization Table

SCHEDULE V

Disclosure Schedule

SCHEDULE VI

List of Key Employees

SCHEDULE VII

Notices

EXHIBIT A

Form of Restated Articles

EXHIBIT B

Form of Second Amended and Restated Shareholders Agreement

EXHIBIT C

Form of Second Amended and Restated Share Restriction Agreements

EXHIBIT D

Form of Director Indemnification Agreement

EXHIBIT E

Form of Wire Transfer Instructions

EXHIBIT F

Form of Legal Opinion

EXHIBIT G

Form of Waiver Letter

UNICENTURY GROUP HOLDING LIMITED

YXT.COM HOLDING LIMITED

YXT.COM (HK) LIMITED (雲學堂控股(香港)有限公司)

YUNXUETANG INFORMATION TECHNOLOGY (JIANGSU) CO., LTD. (云学堂信息科技(江苏)有限公司)

JIANGSU YUNXUETANG NETWORK TECHNOLOGY CO., LTD. (江苏云学堂网络科技有限公司)

BEIJING YUNXUETANG NETWORK TECHNOLOGY CO., LTD. (北京云学堂网络科技有限公司)

SUZHOU XUANCAI NETWORK TECHNOLOGY CO., LTD. (苏州炫彩网络科技有限公司)

SUZHOU XIWENLEJIAN NETWORK TECHNOLOGY CO., LTD. (苏州喜闻乐见网络科技有限公司)

BEIJING GUOSHI TECHNOLOGY CO., LTD. (北京果识科技有限公司)

DIGITAL B-SCHOOL CHINA LIMITED

CEIBS MANAGEMENT LTD.

THE PERSONS LISTED IN SCHEDULE I

AND

IMAGE FRAME INVESTMENT (HK) LIMITED

SERIES E PREFERRED SHARE PURCHASE AGREEMENT

DATED January 9, 2021

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THIS SERIES E PREFERRED SHARE PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of January 9, 2021, by and among:

- (1) **UNICENTURY GROUP HOLDING LIMITED**, an exempted company incorporated in the Cayman Islands with limited liability (the “Company”);
- (2) **YXT.COM Holding Limited**, a business company incorporated and existing under the Laws of the British Virgin Islands (the “BVI Subsidiary I”);
- (3) **YXT.COM (HK) LIMITED** (雲學堂控股(香港)有限公司), a company incorporated and existing under the Laws of Hong Kong (the “HK Subsidiary I”);
- (4) Yunxuetang Information Technology (Jiangsu) Co., Ltd. (云学堂信息科技(江苏)有限公司), a wholly foreign owned enterprise incorporated and existing under the Laws of the PRC (the “WFOE I”);
- (5) Jiangsu Yunxuetang Network Technology Co., Ltd. (江苏云学堂网络科技有限公司), a company incorporated and existing under the Laws of the PRC (“Jiangsu Yunxuetang”);
- (6) Beijing Yunxuetang Network Technology Co., Ltd. (北京云学堂网络科技有限公司), a company incorporated and existing under the Laws of the PRC (“Beijing Yunxuetang”);
- (7) Suzhou Xuancai Network Technology Co., Ltd. (苏州炫彩网络科技有限公司), a company incorporated and existing under the Laws of the PRC (“Suzhou Xuancai”);
- (8) Suzhou Xiwenlejian Network Technology Co., Ltd. (苏州喜闻乐见网络科技有限公司), a company incorporated and existing under the Laws of the PRC (“XWLJ”);
- (9) Beijing Guoshi Technology Co., Ltd. (北京果识科技有限公司), a company incorporated and existing under the Laws of the PRC (“Beijing Guoshi”);
- (10) **Digital B-School China Limited**, an exempted company incorporated and existing under the Laws of the Cayman Islands (the “Cayman Subsidiary”);
- (11) **CEIBS Management Ltd.**, a limited company incorporated and existing under the Laws of the British Virgin Islands (the “BVI Subsidiary II”);
- (12) Lu Xiaoyan (卢小燕) (a/k/a 卢睿泽), a PRC citizen with the PRC ID Card No. being (“Founder Lu”);
- (13) **Unicentury Holdings Limited**, a business company incorporated in the British Virgin Islands with limited liability which is wholly owned by Founder Lu (“Founder Lu Holdco”, together with Founder Lu, the “Founder Parties”, and each a “Founder Party”); and

(14) **Image Frame Investment (HK) Limited**, a limited liability company incorporated and existing under the Laws of Hong Kong (“Tencent” or the “Investor”).

RECITALS

WHEREAS:

A. The Company holds one hundred percent (100%) of the equity interest of the BVI Subsidiary I. The BVI Subsidiary I holds one hundred percent (100%) of the equity interest of the HK Subsidiary I. The HK Subsidiary I holds one hundred percent (100%) of the equity interest of the WFOE I, which in turn controls Jiangsu Yunxuetang through the Yunxuetang Cooperative Agreements (as defined below).

B. The Company holds one hundred percent (100%) of the equity interest of the Cayman Subsidiary and BVI Subsidiary II, respectively. The Cayman Subsidiary and the BVI Subsidiary II together hold sixty percent (60%) of the equity interest of CEIBS Publishing Group Limited, a company incorporated and existing under the Laws of Hong Kong (the “HK Subsidiary II”, together with the HK Subsidiary I, the “HK Subsidiaries”, and each a “HK Subsidiary”). The HK Subsidiary II holds one hundred percent (100%) of the equity interest of Fenghe Corporation Management Consulting CO., Ltd. (枫合企业管理咨询 (上海) 有限公司), a company incorporated and existing under the Laws of PRC (the “WFOE II”, together with the WFOE I, the “WFOEs”, and each a “WFOE”), which in turn controls Shanghai Fenghe Culture Communication Co., Ltd. (上海峰禾文化传播有限公司), a company incorporated and existing under the Laws of PRC (“Shanghai Fenghe”) through the Fenghe Cooperative Agreements (as defined below) and Shanghai Zhong Ou International Culture Communication Co., Ltd. (上海中欧国际文化传播有限公司), a company incorporated and existing under the Laws of PRC (“Shanghai Zhong Ou”, together with Jiangsu Yunxuetang, Beijing Yunxuetang, Suzhou Xuancai, XWLJ, Beijing Guoshi, and Shanghai Fenghe, the “Domestic Companies”, and each a “Domestic Company”) through the Zhong Ou Cooperative Agreements (as defined below, together with the Yunxuetang Cooperative Agreements and the Fenghe Cooperative Agreements, the “Cooperative Agreements”). Further particulars of the Group Companies as of the date hereof are set out in Schedule II to this Agreement.

C. The Group Companies collectively engage in the business of research and development of software (including Software-as-a-Service or “SaaS”), development and operation of internet or mobile network platforms and design, production, distribution and sale of multimedia courses, in each case, related to professional/skill training or education and enterprise informatization, and providing of related technical, consulting and supporting services, and other business as approved by the Board (the “Business”). The Company seeks expansion capital to grow the Business and, correspondingly, seeks to secure investment from the Investor, on the terms and conditions set forth herein.

D. The Company desires to issue and sell to the Investor, and the Investor desires to purchase from the Company, certain number of series E convertible redeemable preferred shares, par value US\$0.0001 per share, of the Company (the “Series E Preferred Shares”) on the terms and conditions herein.

E. Tencent and Langmafeng Holdings Limited (“Langmafeng”), an existing shareholder of the Company, intend to enter into a share transfer agreement (the “Langmafeng Share Transfer Agreement”) on or around the date hereof, pursuant to which, Langmafeng desires to transfer to Tencent, and Tencent desires to purchase from Langmafeng, certain number of Ordinary Shares (the “Transferred Shares”), which will be re-designated as the same number of Series D Preferred Shares (the “Re-designated Transferred Shares”) immediately upon completion of such transfer. It is expected that the closing of such transfer and the Closing hereunder will occur concurrently and shall be conditional on the occurrence of each other.

AGREEMENT

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

1. **DEFINITIONS.**

1.1 Certain Defined Terms. As used in this Agreement, the following terms shall have the following respective meanings:

“Action” means any notice, charge, claim, action, complaint, petition, investigation, suit or other proceeding, whether administrative, civil or criminal, whether at law or in equity, and whether or not before any mediator, arbitrator or Governmental Authority.

“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.

“Anti-Corruption Laws” means Laws relating to anti-bribery or anticorruption (governmental or commercial), which are applicable to the business and dealings of any Group Company, and their respective shareholders, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act of 2010, as amended, the Anti-Unfair Competition Law of the PRC, the Criminal Law of the PRC, and the Provision Regulations on Anti-Commercial Bribery.

“Anti-Money Laundering Laws” means Laws relating to money laundering, including, without limitation, financial recordkeeping and reporting requirements, which apply to the business and dealings of any Group Company, and their shareholders; such as, without limitation, the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the U.S. Money Laundering Control Act of 1986, as amended, the UK Proceeds of Crime Act 2002, the UK Terrorism Act 2000, as amended, all money laundering-related laws of other jurisdictions where any Group Company conducts business or own asset.

“Associate” means, in relation to an individual, any of his or her Family Members, nominee or trustee of any trust in which such individual or any of his or her Family Members is a beneficiary or a discretionary object, or any Affiliate of any of the aforesaid persons or any person acting under his or her instructions (pursuant to an agreement or arrangement, formal or otherwise) in each case from time to time.

“Balance Sheet Date” means September 30, 2020.

“Board” means the board of directors of the Company.

“Business Cooperation Agreements” means (i) the Business Cooperation Agreement to be entered into by and between Shenzhen Tencent Computer System Co., Ltd. (深圳市腾讯计算机系统有限公司) (an affiliate of Tencent) and Jiangsu Yunxuetang on or prior to the Closing, and (ii) the Business Cooperation Agreement to be entered into by and between Tencent and the Company on or prior to the Closing.

“Business Day” means any day, other than a Saturday, Sunday or any public holidays, on which banks are ordinarily open for business in the Cayman Islands, Hong Kong, and the PRC.

“Company Owned Intellectual Property” means any Intellectual Property owned by the Group Companies.

“Compliance Laws” means Laws relating to anti-bribery, anti-corruption, anti-money laundering, and trade control, including the Anti-Corruption Laws, the Anti-Money Laundering Laws and the Trade Control Laws.

“Contract” means, a contract, agreement, understanding, indenture, note, bond, loan, instrument, lease, mortgage, franchise, license, commitment, purchase order, and other legally binding arrangement, whether written or oral.

“control” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise, and such power shall conclusively be presumed to exist upon (i) the possession, directly or indirectly, of more than fifty percent (50%) ownership interest of such Person; (ii) the possession, directly or indirectly, of more than fifty percent (50%) of voting securities of such Person; or (iii) the possession, directly or indirectly, of the power to nominate or appoint a majority of the members of the board of directors or similar governing body of such Person; and the terms “controlling” and “controlled” and “under common control with” have meanings correlative to the foregoing.

“Circular 7” means the Circular of the State Administration of Foreign Exchange on Foreign Exchange Administration of Domestic Individuals’ Participation in Share Incentive Plan of Offshore Public Companies (《关于境内个人参与境外上市公司股权激励计划外汇管理有关问题的通知》) and its successor regulations, implementing rules and guidelines under the Laws of the PRC.

“Circular 37” means the Circular of the State Administration of Foreign Exchange on Relevant Issues concerning Foreign Exchange Administration of Offshore Financing, Investment and Roundtrip Investment through Special Purpose Companies by PRC Residents (《关于境内居民通过特殊目的公司境外投融资及返程投资外汇管理有关问题的通知》) and its successor regulations, implementing rules and guidelines under the Laws of the PRC.

“Course Materials” means any course materials, including but not limited to, handouts, presentation materials and downloadable contents, that are used by the Domestic Companies in connection with the conduct of the Business, whether or not developed (i) independently by the Domestic Companies, (ii) jointly with any third parties, or (iii) independently by any third parties.

“Existing Articles” means the Fifth Amended and Restated Memorandum and Articles of Association of the Company adopted by a special resolution passed on June 24, 2020.

“Existing Shareholders Agreement” means the Third Amended and Restated Shareholders Agreement dated June 24, 2020 by and among the Company, the BVI Subsidiary I, the HK Subsidiary I, the WFOE I, Jiangsu Yunxuetang, Beijing Yunxuetang, Suzhou Xuancai, Founder Lu, the existing shareholders of the Company and other parties thereto.

“Employee Benefit Plan” means any employment Contract, deferred compensation Contract, bonus plan, incentive plan, profit sharing plan, retirement Contract or other employment compensation Contract or any other plan which provides or provided benefits for any past or present employee, officer, consultant, and/or director of any Group Company or with respect to which contributions are or have been made on account of any past or present employee, officer, consultant, and/or director of any Group Company.

“Equity Securities” means, with respect to any Person that is a legal entity, any and all shares of capital stock, membership interests, units, profits interests, ownership interest, equity interest, registered capital, and other equity securities of such Person, and any right, warrant, option, call, commitment, conversion privilege, preemptive right or other right to acquire any of the foregoing, or security convertible into, exchangeable or exercisable for any of the foregoing, or any contract providing for the acquisition of any of the foregoing.

“ESOP” means an employee stock option, equity incentive, purchase or participation plan or equivalent for the benefit of the employees, officers, directors, advisors, contractors and consultants of the Group Companies.

“Family Members” of an individual means his or her spouse, children or step-children, grandchildren, brothers, sisters, parents, grandparents, in-laws and each person who lives together with this individual in the same household.

“Fenghe Cooperative Agreements” means:

(i) the Exclusive Technology and Consulting Service Agreement (独家技术与咨询服务协议) by and between the WFOE II and Shanghai Fenghe dated June 24, 2020;

(ii) the Exclusive Option Agreement (独家购买权协议) by and among the WFOE II, Shanghai Fenghe and the equity holders of Shanghai Fenghe dated June 24, 2020;

(iii) the Equity Pledge Agreement (股权质押协议) by and among the WFOE II, Shanghai Fenghe and the equity holders of Shanghai Fenghe dated June 24, 2020; and

(iv) the Shareholders Voting Rights Proxy Agreement (股东表决权委托协议) by and among the WFOE II, Shanghai Fenghe and the equity holders of Shanghai Fenghe dated June 24, 2020.

“Financial Statements” means, collectively:

(i) the consolidated and audited income statements and statements of cash flows of Jiangsu Yunxuetang for the fiscal year ended December 31, 2018 and December 31, 2019, the consolidated and audited balance sheets of Jiangsu Yunxuetang as at the end of December 31, 2018 and December 31, 2019;

(ii) pro forma consolidated and unaudited income statements and statements of cash flows for the WFOE I for the fiscal years ended December 31, 2018 and December 31, 2019 respectively and for nine (9) months ended September 30, 2020 and pro forma consolidated and unaudited balance sheets for the WFOE I as at (x) December 31, 2018, (y) December 31, 2019, and (z) September 30, 2020 respectively;

(iii) unaudited income statements for each of the Company, the BVI Subsidiary I and the HK Subsidiary I for fiscal years ended December 31, 2018 and December 31, 2019 and for nine (9) months ended September 30, 2020 and unaudited balance sheets for each of the Company, the BVI Subsidiary I and the HK Subsidiary I as at (x) December 31, 2018, (y) December 31, 2019, and (z) September 30, 2020 respectively; and

(iv) unaudited income statements for each of Shanghai Fenghe and Shanghai Zhong Ou for fiscal years ended December 31, 2018 and December 31, 2019 and for nine (9) months ended September 30, 2020 and unaudited balance sheets for each of Shanghai Fenghe and Shanghai Zhong Ou as at (x) December 31, 2018,

(y) December 31, 2019, and (z) September 30, 2020 respectively.

“Group Companies” or the “Group” means collectively the Company, the Cayman Subsidiary, the BVI Subsidiary I, the BVI Subsidiary II, the HK Subsidiary I, the HK Subsidiary II, the WFOEs, the Domestic Companies and each other entity which is directly or indirectly controlled by the Company or whose financial statements are consolidated with those of the Company in accordance with the IFRS and are recorded on the books of the Company for financial reporting purposes (each, a “Group Company”).

“Governmental Authority(ies)” means any government of any nation or any federation, province or state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any Governmental Authority, agency, department, board, commission or instrumentality of the PRC or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“IFRS” means the International Financial Reporting Standards, as may be amended from time to time.

“Intellectual Property” means all patents, patent applications, trademarks, service marks, trade names, domain names, copyrights, copyright registrations and applications and all other rights corresponding thereto, inventions, databases and all rights therein, all computer software including all source code, object code, firmware, development tools, files, records and data, including all media on which any of the foregoing is stored, formulas, designs, trade secrets, confidential and proprietary information, proprietary rights, know-how and processes of a company, and all documentation related to any of the foregoing.

“Law” or “Laws” means any and all provisions of any applicable constitution, treaty, statute, law, regulation, ordinance, code, rule, or rule of common law, any governmental approval, concession, grant, franchise, license, agreement, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, in each case as amended, and any and all applicable governmental orders.

“Lien” means any claim, charge, easement, encumbrance, lease, covenant, security interest, lien, option, pledge, rights of others, or restriction (whether on voting, sale, transfer, disposition or otherwise), whether imposed by contract, understanding, Law, equity or otherwise.

“Material Adverse Effect” means any change, effect, event, occurrence, state of fact or development that, individually or together with any one or more changes, effects events, occurrences, states of facts or developments, has had or would be reasonably expected to have a material adverse impact on (i) the business, operation, assets (including intangible assets), liabilities, financial position, earnings, financial or other condition, prospects, properties, or results of operations of the Group Companies taken as a whole, or (ii) the ability of the Company, any other Group Company or the Founder Parties to perform the material obligations of such Person hereunder or under any other Transaction Document in accordance with their terms, as applicable, other than effects due to or resulting from (a) changes in general economic or market conditions; (b) matters generally affecting the industries in which the Group Companies operate; (c) changes in generally accepted accounting principles or standards applicable to any member of the Group Companies; (d) changes in Laws; and (e) acts taken or omissions made in accordance with Transaction Documents or at the request of the Investor; provided that (i) effects due to or resulting from the foregoing clause (a) or (b) shall be excluded from the definition of “Material Adverse Effect” only to the extent that the Group Companies are not disproportionately affected by comparison to other companies with the same or similar level of valuation operating in the industries in which the Group Companies operate, and (ii) effects due to or resulting from the foregoing clause (d) shall be excluded from the definition of “Material Adverse Effect” only to the extent that the Group Companies are not disproportionately affected by comparison to other companies whose principal business is the same as or similar to that of the Group.

“Non-wholly Owned/Controlled Subsidiaries” means the Group Companies whose equity interests are not one-hundred percent (100%) held or controlled (whether directly or indirectly) by the Company, including without limitation the HK Subsidiary II, the WFOE II, Shanghai Fenghe and Shanghai Zhong Ou, and a “Non-wholly Owned/Controlled Subsidiary” means any of them.

“Offshore Group Companies” means the Company, the BVI Subsidiary I, the HK Subsidiary I, the Cayman Subsidiary, the BVI Subsidiary II and the HK Subsidiary II collectively, and “Offshore Group Company” means any of the foregoing.

“Ordinary Shares” shall mean, the Company’s ordinary shares, par value US\$0.0001 per share.

“Permit” means any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any Person, including any Governmental Authority.

“Person” means, any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

“PRC” means the People’s Republic of China, but solely for the purposes of this Agreement and the other Transaction Documents, excluding Hong Kong, the Macau Special Administrative Region and the islands of Taiwan.

“PRC GAAP” means the PRC generally accepted accounting principles.

“Per Share Purchase Price” means US\$90,000,000 divided by 16,883,753, i.e., US\$5.3306.

“Preferred Shares” means the Series A Preferred Shares, the Series B Preferred Shares, the Series C Preferred Shares, the Series D Preferred Shares and the Series E Preferred Shares collectively.

“Prior Financing Documents” means collectively:

(i) the Series A Preferred Share Purchase Agreement dated as of November 3, 2017 by and among SIG China Investments Master Fund IV, LLLP (“SIG”), the Company and other parties thereto (the “Series A SPA”);

(iii) the Series B Preferred Share Purchase Agreement dated as of September 10, 2018 by and among the Company, Ximalaya (Hong Kong) Limited, Potato Capital Holding Limited, Bronze Shield Limited and other parties thereto;

(iv) the Series C Preferred Share Purchase Agreement dated as of September 10, 2018 by and among the Company, YF Elite Alliance Limited and other parties thereto;

(v) the Series D Preferred Share Purchase Agreement dated as of December 31, 2019 by and among the Company, SIG, Jump Shot Holdings Limited and other parties thereto; and

(vi) the other agreements and documents contemplated by or required for implementing the transactions contemplated by any of the foregoing (other than those agreements or documents without any outstanding rights and obligations).

“Public Official” means any executive, official, or employee of a Governmental Authority, political party or member of a political party, political candidate; executive, employee or officer of a public international organization; or director, officer or employee or agent of a wholly owned or partially state-owned or controlled enterprise, including a PRC state-owned or controlled enterprise.

“Qualified Public Offering” has the meaning set forth in the Shareholders Agreement.

“Registered Intellectual Property” means all Intellectual Property solely owned by any Group Company, wherever located, that is the subject of an application, certificate, filing, registration or other document issued by, filed with or recorded by any Governmental Authority.

“Related Party” means, with respect to any Group Company:

- (i) any holder of any Equity Securities of any Group Company;
- (ii) any director, officer, supervisory board member or key employee of any Group Company;
- (iii) any Affiliate of any of the foregoing persons specified in (i) or (ii);
- (iv) any Person in which any of the foregoing persons specified in (i) or (ii) has any interest, other than a passive shareholding of less than 10%;
- (v) any other Affiliate of any Group Company; or
- (vi) any Person in which Founder Lu has any interest other than any Equity Securities in any other Group Company or passive shareholding of less than 5%.

Notwithstanding the foregoing, the Company shall not be deemed as a Related Party to any Wholly Owned/Controlled Subsidiary and any Wholly Owned/Controlled Subsidiary shall not be deemed as a Related Party to the Company, and one Wholly Owned/Controlled Subsidiary shall not be deemed as a Related Party to another Wholly Owned/Controlled Subsidiary.

“Restated Articles” means the Sixth Amended and Restated Memorandum and Articles of Association of the Company to be adopted on or prior to the Closing, in the form attached hereto as Exhibit A.

“SAFE” means the State Administration of Foreign Exchange of the PRC and its local counterparts.

“Sanctioned Person” means any Person that is the subject or target of sanctions or restrictions under the Trade Control Laws, including (i) a national or resident of any U.S. embargoed or restricted country or other Sanctioned Country, (ii) included on, or affiliated with any Person on, the United States Commerce Department’s Denied Parties List, Entities and Unverified Lists; the U.S. Department of Treasury’s Specially Designated Nationals and Blocked Persons List, Specially Designated Narcotics Traffickers or Specially Designated Terrorists, or the Annex to Executive Order No. 13224; the Department of State’s Debarred List; UN Sanctions, or (iii) a Person with whom business transactions, including exports and re-exports, are restricted by a U.S. Governmental Authority, including, in each clause above, any updates or revisions to the foregoing and any newly published rule.

“Sanctioned Country” means any country or region that is, or has been in the last five years, the subject or target of a comprehensive embargo under Trade Control Laws (including Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine).

“Securities Act” means the U.S. Securities Act of 1933, as amended and interpreted from time to time.

“Shareholders Agreement” means the Fourth Amended and Restated Shareholders Agreement to be entered into by and among the parties hereto and certain other parties thereto on or prior to the Closing and effective as of the Closing, in the form attached hereto as Exhibit B.

“Share Restriction Agreements” means (i) the Founder Lu Share Restriction Agreement to be entered into by and among the Company, Founder Lu and all other parties thereto on or prior to the Closing, and (ii) the Share Restriction Agreement executed by and among the Company, Ding Jie and all other parties thereto on January 15, 2020.

“Tax” means any national, provincial, municipal, or local taxes, charges, fees, levies, or other assessments, including all net income (including enterprise income tax and individual income withholding tax), turnover (including value-added tax, business tax, and consumption tax), resource (including urban and township land use tax), special purpose (including land value-added tax, urban maintenance and construction tax, and additional education tax), property (including urban real estate tax and land use taxes), documentation (including stamp duty and deed tax), filing, recording, social insurance (including pension, medical, unemployment, housing, and other social insurance withholding), tariffs (including import duty and import value-added tax), and estimated and provisional taxes of any kind whatsoever, and all interest, penalties (administrative, civil or criminal), or additional amounts imposed by any Governmental Authority in connection with any of the foregoing tax items.

“Tax Return” means any return, report or statement showing taxes, used to pay taxes, or required to be filed with respect to any tax (including any elections, declarations, schedules or attachments thereto, and any amendment thereof), including any information return, claim for refund, amended return or declaration of estimated or provisional tax.

“Tencent Director” means the director of the Board appointed by the Investor.

“Trade Control Laws” means all U.S. and non-U.S. Laws relating to (i) economic or trade sanctions (including Laws administered or enforced by the U.S. Department of Treasury OFAC or the U.S. Department of State), (ii) export, re-export, transfer, and import controls (including the U.S. Export Administration Regulations, and the Laws administered by U.S. Customs and Border Protection) and (iii) the anti-boycott requirements administered by the U.S. Department of Commerce and the U.S. Department of Treasury’s Internal Revenue Service.

“Warrantors” means collectively the Group Companies other than the Non-wholly Owned/Controlled Subsidiaries and the Founder Parties, and each a “Warrantor”.

“Wholly Owned/Controlled Subsidiaries” means the subsidiaries of the Company other than the Non-wholly Owned/Controlled Subsidiaries, and a “Wholly Owned/Controlled Subsidiary” means any of them.

“Yunxuetang Cooperative Agreements” means:

- (i) the Exclusive Technical Consultation Service Agreement (独家技术咨询服务协议) by and between the WFOE and Jiangsu Yunxuetang dated October 9, 2017;

(ii) the Exclusive Call Option Agreement (独家购股选择权协议) by and among the WFOE, Jiangsu Yunxuetang and the equity holders of Jiangsu Yunxuetang dated September 5, 2018;

(iii) the Equity Pledge Agreement (股权质押协议) by and among the WFOE, Jiangsu Yunxuetang and the equity holders of Jiangsu Yunxuetang dated September 5, 2018;

(iv) the Shareholders Rights Proxy Agreement (股东权利委托协议) by and among the WFOE, Jiangsu Yunxuetang and the shareholders of Jiangsu Yunxuetang dated September 5, 2018;

(v) the Spousal Consents (配偶承诺函) dated September 5, 2018 by each of Chen Yong (陈勇, spouse of Ding Jie (丁捷)), Huang Ling (黄玲, spouse of 吴彬), Ren Qiaohong (任巧红, spouse of 陈红波) and Liu Wenshan (刘文珊, spouse of 许乃汉); and the Spousal Consent (配偶承诺函) dated September 10, 2018 by Liu Jie (刘洁, spouse of 沈锦华); and

(vi) the Confirmation Letters (确认函) dated September 10, 2018 by each of Founder Lu and Gao Qi (高琪), and the Confirmation Letter (确认函) by Li Xue (李雪) dated August 5, 2018.

“Zhong Ou Acquisition Agreements” means:

(i) the master agreement dated as of June 8, 2020 by and among the Company, CW MBA Digital Limited, Chengwei Capital HK Limited, Cayman Subsidiary, BVI Subsidiary II and Zhou Xuelin (周雪林);

(ii) the share purchase agreement dated as of June 24, 2020 by and among Chengwei Capital HK Limited, the Company and the BVI Subsidiary II;

(iii) the share purchase agreement dated as of June 24, 2020 by and among CW MBA Digital Limited, the Company and the Cayman Subsidiary;

(iv) the share transfer agreement dated as of June 24, 2020 by and among Jiangsu Yunxuetang, Zhou Xuelin (周雪林), Ma Ying (马瑛) and Shanghai Fenghe;

(v) the share transfer agreement dated as of June 24, 2020 by and among Jiangsu Yunxuetang, Zhou Xuelin (周雪林), Ma Ying (马瑛) and Shanghai Zhong Ou; and

(iv) the other agreements contemplated by or entered into in connection with the foregoing agreements.

“Zhong Ou Cooperative Agreements” means:

(i) the Exclusive Technology and Consulting Service Agreement (独家技术与咨询服务协议) by and between the WFOE II and Shanghai Zhong Ou dated June 24, 2020;

(ii) the Exclusive Option Agreement (独家购买权协议) by and among the WFOE II, Shanghai Zhong Ou and the equity holders of Shanghai Zhong Ou dated June 24, 2020;

(iii) the Equity Pledge Agreement (股权质押协议) by and among the WFOE II, Shanghai Zhong Ou and the equity holders of Shanghai Zhong Ou dated June 24, 2020; and

(iv) the Shareholders Voting Rights Proxy Agreement (股东表决权委托协议) by and among the WFOE II, Shanghai Zhong Ou and the equity holders of Shanghai Zhong Ou dated June 24, 2020.

1.2 Other Defined Terms. The following terms shall have the meanings defined for such terms in the sections set forth below:

<u>Term</u>	<u>Section</u>
Affiliate's Competition	10.1(c)(v)
Affiliation Relationship Agreement	9.9(a) Preamble
Ancillary Agreements	5.4(a)
Beijing Guoshi	Preamble
Beijing Yunxuetang	Preamble
Business	Recitals
BVI Subsidiary I	Preamble
BVI Subsidiary II	Preamble
Cayman Subsidiary	Preamble
Centurium	7.1(s)
CFC	5.18(h)
Claim Notice	10.1(b)
Closing	4.1
Closing Date	4.1
Code	5.18(h)
Company	Exhibit
Company	Preamble
Company Intellectual Property	5.9(a)
Constitutional Documents	5.4(a)
Conversion Shares	2.1
Cooperative Agreements	Recitals
directly or indirectly	10.10
Director Indemnification Agreement	7.1(m)
Disclosure Schedule	5
Domestic Companies	Recitals
Domestic Company	Recitals
Domestic Residents	5.12(b)
Existing ESOP Shares	5.2(c)
External Representatives	5.19
Follow-on Investor	3.1
Follow-on Issuance	3.1
Follow-on Issuance SSA	3.1
Founder Lu	Preamble
Founder Lu Holdco	Preamble
Founder Lu Share Restriction Agreement	7.1(l)
Founder Parties	Preamble

<u>Term</u>	<u>Section</u>
Founder Party	Preamble
Group Representatives	5.19
HK Subsidiaries	Recitals
HK Subsidiary	Recitals
HK Subsidiary I	Preamble
HK Subsidiary II	Recitals
HKIAC	10.15(b)
HKIAC Rules	10.15(b)
Indemnifiable Loss	10.1(a)
Indemnitee	10.1(a)
Injunction	7.1(a)
Internet Publication Permit	9.5(a)(iv)
Intra-Shareholders Agreements of HK Subsidiary II	5.2(b)
Investor	Preamble
Jiangsu Yunxuetang	Preamble
Key Employees	5.23(c)
Langmafeng	Recitals
Langmafeng Share Transfer Agreement	Recitals
Lease	5.8(b)
Licenses	5.9(e)
Material Contract	5.10(a)
Material Contracts	5.10(a)
Network Culture License	9.5(a)(iii)
Online Broadcasting License	9.5(a)(i)
PFIC	5.18(i)
Proceeds	9.1
Public Software	5.9(g)
Purchase Price	2.1
Purchased Shares	2.1
Re-designated Transferred Shares	Recitals
Relevant Jurisdiction	9.9(e)
Restriction Period	9.9(a)
SaaS	Recitals
School Permit	9.5(a)(v)
Series E Preferred Shares	Recitals
Shanghai Fenghe	Recitals
Shanghai Zhong Ou	Recitals
SP License	7.1(t)
Subsidiary Agreements	5.2(b)
Suzhou Xuancai	Preamble
Suzhou Yunzheng	9.9(a)
Tencent	Preamble
Termination Date	10.17
Transaction Documents	5.4(a)
Transferred Shares	Recitals
WFOE	Recitals
WFOE I	Preamble
WFOE II	Recitals
WFOEs	Recitals
XWLJ	Preamble
Zhong Ou Acquisition	5.31

2. AGREEMENT TO PURCHASE AND SELL SHARES.

- 2.1 Agreement to Purchase and Sell Shares. Subject to the terms and conditions hereof, at the Closing, the Company shall issue and sell to the Investor, and the Investor shall purchase from the Company, 16,883,753 Series E Preferred Shares, free and clear of all Liens (except as set forth in any other Transaction Documents) (the "Purchased Shares") for an aggregate purchase price of US\$90,000,000 (the "Purchase Price"). The Series E Preferred Shares shall have the rights, privileges and restrictions as set forth in the Restated Articles attached hereto as Exhibit A. The Ordinary Shares issuable upon conversion of the Series E Preferred Shares pursuant to the Restated Articles will be hereinafter referred to as the "Conversion Shares".
- 2.2 Post-Closing Capitalization Structure. Immediately after the issuance and sale of the Purchased Shares pursuant to the terms hereof and the sale of the Transferred Shares pursuant to the Langmafeng Share Transfer Agreement, the post-closing capitalization table of the Company shall be as set out in Schedule III hereto.

3. ISSUANCE OF ADDITIONAL SERIES E PREFERRED SHARES.

- 3.1 Post-Closing Issuance of Series E Preferred Shares. Within three (3) months following the date of this Agreement, the Company may enter into one or multiple share subscription agreements (each, a "Follow-on Issuance SSA") with any Person which is not a Tencent Restricted Person (as defined in the Shareholders Agreement) (each, a "Follow-on Investor") for issuance and sale of additional Series E Preferred Shares to the extent each of the following conditions are satisfied (each, a "Follow-on Issuance"):
- (a) the issuance price per Series E Preferred Share shall be no lower than the Per Share Purchase Price;
 - (b) not more than 11,255,835 Series E Preferred Shares in aggregate (for an aggregate purchase price of not more than US\$60,000,000) may be issued to the Follow-on Investors;
 - (c) issuance of Series E Preferred Shares to each Follow-on Investor in accordance with the relevant Follow-on Issuance SSA shall occur no later than four (4) months after the Closing Date (as defined below);
 - (d) except as otherwise agreed in writing by the Investor, none of the Follow-on Issuance SSAs shall contain terms and conditions which are more favorable to a Follow-on Investor than those applicable to the Investor hereunder; and
 - (e) each Follow-on Investor shall be required to enter into a joinder agreement in the form attached to the Shareholders Agreement in form and substance reasonably satisfactory to Tencent, to become a party to, and be bound by, the Shareholders Agreement concurrently with issuance of Series E Preferred Shares to such Follow-on Investor, or each Follow-on Investor shall enter into a new shareholders agreement in respect of the Company with all parties hereto to amend and restate the Shareholders Agreement with no substantial changes.

4. CLOSINGS; DELIVERIES.

4.1 Closing. The closing of the purchase and sale of the Purchased Shares of the Investor (the “Closing”) shall be conducted by remote exchange of documents or electronic documents within ten (10) Business Days after satisfaction or waiver of all of the conditions to the Closing as set forth in Section 7 (except for those conditions which by their nature may not be satisfied until the Closing, but subject to the satisfaction or waiver thereof at the Closing), or at such other time as the Company and the Investor may mutually agree upon in writing (the date of the Closing, the “Closing Date”).

4.2 Deliverables.

(a) Deliverables by the Company. At the Closing, the Company shall deliver to the Investor:

- (i) a copy of the updated register of members of the Company, certified by the registered office provider of the Company as true and complete as of the Closing Date, reflecting the issuance to the Investor of the Purchased Shares and the Re-designated Transferred Shares;
- (ii) a copy of the updated register of directors of the Company, certified by the registered officer provider of the Company as true and complete as of the Closing Date, evidencing the appointment of the Tencent Director to the Board of the Company; and
- (iii) a copy of the duly executed share certificates issued in the name of the Investor dated as of the Closing Date representing the Investor’s ownership of the Purchased Shares and the Re-designated Transferred Shares, with the originals to be delivered to the Investor within five (5) Business Days following the Closing.

(b) Payment of Purchase Price. Against compliance by the Company of its obligations under Section 4.2(a), the Investor shall pay the Purchase Price to the Company at the Closing in cash by wire transfer of United States dollars in immediately available funds to a designated account of the Company, provided that the Company shall deliver a wire transfer instruction in form and substance attached hereto as Exhibit E to the Investor at least ten (10) Business Days prior to the Closing.

5. REPRESENTATIONS AND WARRANTIES OF THE WARRANTORS.

The Warrantors hereby jointly and severally represent and warrant to the Investor, subject to full and fair disclosures with respect to certain matters as set forth in the disclosure schedule attached to this Agreement as Schedule IV (the “Disclosure Schedule”) (which Disclosure Schedule shall constitute representations and warranties to the Investor), that each of the statements set forth in this Section 5 is true and correct, and not, in material respects, misleading, as of the date hereof, and shall be true and correct, and not, in material respects, misleading as of the Closing (except for those representations and warranties that address matters only as of a particular date, which shall be true and correct, and not, in material respects, misleading only, as of such particular date).

Where any representation or warranty of the Warrantors is expressed to be given “to the best knowledge” of the Warrantors or similar expressions, such representation or warranty shall be deemed to have been made or given based on the actual knowledge of Founder Lu, the directors of the Group Companies appointed by Founder Lu, or the officers of the Group Companies, in each case, after making such due inquiry and exercising such due diligence as a prudent business person would have made or exercised in the management of his or her business affairs, including due inquiry of all employees and professional advisors (including attorneys, accountants and auditors) of each Group Company who could reasonably be expected to have knowledge of the matters in question.

5.1 Organization, Standing and Qualification; Solvency.

- (a) Each of the Group Companies and the Founder Lu Holdco is duly organized, validly existing and in good standing (or equivalent status in the relevant jurisdiction) under, and by virtue of, the Laws of the place of its incorporation or establishment and has all the requisite power and authority to own its properties and assets and to carry on its business as now conducted and as currently proposed to be conducted, and to perform each of its obligations hereunder and under each other Transaction Document to which it is a party. Each Group Company is qualified to do business and is in good standing (or equivalent status in the relevant jurisdiction) in each jurisdiction in which it conducts its business. Each of the WFOEs and the Domestic Companies has a valid business license issued by the competent Governmental Authority, and has, since its establishment, carried on its business in compliance with the business scope set forth in its business license.
- (b) No Group Company is insolvent or is in liquidation under the laws of its jurisdiction of incorporation or organization. No order has been made or petition presented or resolution passed for the winding up, liquidation or dissolution of any Group Company and no distress, execution or other process has been levied on any Group Company’s assets. No creditor of any Group Company has enforced any security over any material assets of any Group Company.

5.2 Capitalization.

- (a) As of the date hereof, the Company is authorized to issue a total of 500,000,000 shares, par value 0.0001 per share, which consists of the following:
 - (i) Ordinary Shares. The Company is authorized to issue a total of 420,874,891 Ordinary Shares, of which 49,236,137 Ordinary Shares are issued and outstanding.
 - (ii) Series A Preferred Shares. The Company is authorized to issue a total of 15,040,570 Series A Preferred Shares, all of which are issued and outstanding.

- (iii) Series B Preferred Shares. The Company is authorized to issue a total of 7,085,330 Series B Preferred Shares, all of which are issued and outstanding.
- (iv) Series C Preferred Shares. The Company is authorized to issue a total of 23,786,590 Series C Preferred Shares, all of which are issued and outstanding.
- (v) Series D Preferred Shares. The Company is authorized to issue a total of 33,212,619 Series D Preferred Shares, all of which are issued and outstanding.

Immediately upon the Closing, the Company shall be authorized to issue a total of 500,000,000 shares, par value US\$0.0001 per share, which shall consist of the following:

- (i) Ordinary Shares. The Company shall be authorized to issue a total of 388,795,761 Ordinary Shares, of which 45,296,595 Ordinary Shares shall be issued and outstanding.
 - (ii) Series A Preferred Shares. The Company shall be authorized to issue a total of 15,040,570 Series A Preferred Shares, all of which shall be issued and outstanding.
 - (iii) Series B Preferred Shares. The Company shall be authorized to issue a total of 7,085,330 Series B Preferred Shares, all of which shall be issued and outstanding.
 - (iv) Series C Preferred Shares. The Company shall be authorized to issue a total of 23,786,590 Series C Preferred Shares, all of which shall be issued and outstanding.
 - (v) Series D Preferred Shares. The Company shall be authorized to issue a total of 37,152,161 Series D Preferred Shares, all of which shall be issued and outstanding.
 - (vi) Series E Preferred Shares. The Company shall be authorized to issue a total of 28,139,588 Series E Preferred Shares, 16,883,753 of which shall be issued and outstanding.
- (b) Options, Warrants, Reserved Shares. As of the Closing, the Company will have reserved (i) a sufficient number of Series E Preferred Shares for the issuance of the Purchased Shares, and (ii) a sufficient number of Ordinary Shares for issuance upon the conversion of all Purchased Shares. Except for the preemptive rights, right of first refusal, right of co-sale and other rights attaching to the Preferred Shares as provided in the Shareholders Agreement and the Restated Articles, there are no (x) options, warrants, conversion privileges, agreements or rights of any kind with respect to the issuance, sale or purchase of the shares or any other securities of any Group Company (other than those shares or other securities in the Non-wholly Owned/Controlled Subsidiaries not held or controlled by the Company, whether directly or

indirectly), or (y) securities or rights convertible into or exchangeable for equity or other securities of any Group Company. Except for (A) conversion privileges attaching to the Preferred Shares and (B) the Transaction Documents, there are no options, warrants, conversion privileges or other rights, or agreements with respect to the issuance thereof, presently outstanding to purchase any Equity Security in any Group Company (other than those shares or other securities in the Non-wholly Owned/Controlled Subsidiaries not held or controlled by the Company, whether directly or indirectly) and no unissued share capital of any Group Company is under option or agreed conditionally or unconditionally to be put under option. Except for those set forth under the Shareholders Agreement, the Restated Articles, the Cooperative Agreements, that certain Investors' Rights Agreement, Voting Agreement and Share Restrictions Agreement (the "Intra-Shareholders Agreements of HK Subsidiary II") executed in April 2007 by the HK Subsidiary II and certain of its former shareholders setting forth the rights and obligations of relevant shareholders with respect to the HK Subsidiary II or the constitutional documents of the Non-wholly Owned/Controlled Subsidiaries (together with the Intra-Shareholders Agreements of HK Subsidiary II, the "Subsidiary Agreements"), no shares (including the Purchased Shares and the Conversion Shares) in the share capital of any Group Company, or shares issuable upon exercise or exchange of any outstanding options, warrant or other securities of any Group Company, or any other rights or securities issued or issuable by any Group Company (other than those shares or other securities in the Non-wholly Owned/Controlled Subsidiaries not held or controlled by the Company, whether directly or indirectly), are subject to any preemptive rights, rights of first refusal or other rights or resections of any kind with respect to purchase, sale or issuance of such shares or securities (whether in favor of any Group Company or any other Person).

- (c) ESOP. 2,956,830 Ordinary Shares have been reserved for issuance to employees and consultants of the Group Companies pursuant to the shareholders resolutions and the sole director resolutions of the Company each dated November 3, 2017 (the "Existing ESOP Shares"). No option, warrant or award for any such Ordinary Shares have been granted to any Person. No ESOP for the benefit of the employees, officers, directors, advisors, contractors and consultants of the Group Companies has been adopted by any Group Company (for the avoidance of doubt, reservation of the Existing ESOP Shares does not constitute adoption of an ESOP by the Company).
- (d) Outstanding Security Holders. A complete and accurate list of all shareholders of the Company immediately prior to and after the Closing Date, indicating the type and number of shares held by each such shareholder is set forth in the capitalization tables in Schedule III. The information set out in Schedule III is true and complete in all respects and there is no information the omission of which might make such information misleading or inaccurate in any respect. Immediately prior to and after the Closing Date, other than such shareholders, there shall be no other holder of any Equity Securities in the Company.

- (e) Vesting of Shares. Except as described in this Agreement, the Shareholders Agreement and the Share Restriction Agreements (as defined below), no share plan or share purchase, share option or other agreement or understanding between the Company and any holder of any securities or rights exercisable or convertible for securities provides for acceleration or other changes in the vesting provisions or other terms of such agreement or understanding as the result of the occurrence of any event. The proposed transactions under this Agreement and the other Transaction Documents do not and will not result in any acceleration or changes in any such vesting provisions or terms.
- (f) Issuance and Status. All presently outstanding shares and other Equity Securities of the Company and each other Wholly Owned/Controlled Subsidiary were duly and validly issued (or subscribed for), and all Equity Securities held or controlled (whether directly or indirectly) by the Company in the Non-wholly Owned/Controlled Subsidiaries were subscribed for, in compliance with all applicable Laws, preemptive rights of any Person, and applicable contracts, and are fully paid or credited as fully paid (which, in the case of each PRC entity, shall be fully paid in accordance with its articles of association) and non-assessable, and are free and clear of all Liens (except for any restrictions on transfer under the Cooperative Agreements, the Existing Shareholders Agreement, the Existing Articles, applicable Laws or the Subsidiary Agreements). All share capital or registered capital, as the case may be, of each Group Company have been duly and validly issued and fully paid (or subscribed for) in accordance with its articles of association, is non-assessable, and is and as of the Closing shall be free of any and all Liens (except for any restrictions on transfer under the Cooperative Agreements, the Existing Shareholders Agreement, the Existing Articles, applicable Laws or the Subsidiary Agreements). No share capital or registered capital of the Company or any Wholly Owned/Controlled Subsidiary was issued or subscribed for, and no Equity Securities held or controlled (whether directly or indirectly) by the Company in the Non-wholly Owned/Controlled Subsidiaries were subscribed for, in violation of the preemptive rights of any Person, terms of any contract (whether written or oral), or any Laws, by which each such Group Company at the time of issuance or subscription was bound. Except as expressly and specifically contemplated under the Transaction Documents, there are no (i) resolutions pending to increase the share capital or registered capital of any Group Company or to cause the liquidation, winding up or dissolution of any Group Company, (ii) dividends which have accrued or been declared but are unpaid by any Group Company, (iii) obligations, contingent or otherwise, of any Group Company to repurchase, redeem or otherwise acquire any Equity Securities held by any Person, except as provided in the Subsidiary Agreements, or (iv) outstanding or authorized equity appreciation, phantom equity, equity plans or similar rights with respect to any Group Company. Except for those set forth in the Cooperative Agreements, the Shareholders Agreement and the Restated Articles, there is no voting, nominee, agency or entrustment or other similar arrangement with respect to the shares or other Equity Securities of any Group Company.

5.3 Subsidiaries: Group Structure.

- (a) As of the Closing, except for the Offshore Group Companies (other than the Company), the WFOEs, the Domestic Companies and as set out under Section 5.3(a) of the Disclosure Schedule, the Company does not presently own or control, directly or indirectly, any Equity Securities or other interest in any other corporation, partnership, trust, joint venture, association, or other entity. Except as described in Section 5.3(a) of the Disclosure Schedule, none of the Domestic Companies has any subsidiary or own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, association or other entity, nor maintains any branches or subsidiaries. As of the Closing, the information relating to each Group Company as set out in Schedule II is true and accurate in all respects and there is no information the omission of which might make such information misleading or inaccurate in any respect. There is no agreement among the Founder Parties, the Group Companies and/or any other Person with respect to the ownership or control of any of the Group Companies, except as set forth in the Transaction Documents. No Group Company is obligated to make any investment or capital contribution in or on behalf of any other Person.
- (b) Except as described in Section 5.3(a) of the Disclosure Schedule, as of the Closing, each Domestic Company shall possess all requisite Permits that are material for the conduct of the Business as currently conducted or the business as set forth in the business scope of such entity and for the ownership and operation of its assets and property.

5.4 Due Authorization.

- (a) All corporate actions on the part of the Group Companies which are parties hereto and, as applicable, their respective officers, directors and shareholders necessary for (i) the authorization of the Restated Articles, the certificate of incorporation or other equivalent corporate charter documents of any of the Group Companies (collectively with the Restated Articles, the “Constitutional Documents”), (ii) the authorization, execution and delivery by such Group Companies of, the performance of the obligations of such Group Companies under, and the consummation by such Group Companies of the transactions contemplated by (x) this Agreement, (y) the Shareholders Agreement, the Share Restriction Agreements, the Director Indemnification Agreement (as defined below) and the Business Cooperation Agreements, and the various agreements attached to this Agreement (collectively, the “Ancillary Agreements”), and (z) the Cooperative Agreements (together with this Agreement, the Restated Articles and the Ancillary Agreements, the “Transaction Documents”), and (iii) the authorization, issuance, reservation for issuance and delivery of all of the Purchased Shares under this Agreement and of the Ordinary Shares issuable upon conversion of the Purchased Shares, have been taken or will be taken prior to the Closing. Each of the Transaction Documents and the Constitutional Documents to which such Group Company is a party or is subject to is a valid and binding obligation of each such Group Company enforceable against it in accordance with its terms, subject, as to the enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar Laws affecting creditors’ rights generally and to general equitable principles.
- (b) As to each Founder Party, (i) such party has all requisite power, authority and capacity to, and if applicable, has taken or will prior to the Closing take all corporate actions to enter into the Transaction Documents, perform its obligations under the Transaction Documents and consummate the transactions contemplated under the Transaction Documents, in each case, to which it is a party, and (ii) each of the Transaction Documents to which it is a party, when executed and delivered by it, will constitute valid and legally binding obligations of it and be enforceable against it in accordance with its terms, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar Laws affecting creditors’ rights generally and to general equitable principles.

- 5.5 Consents. No consent, clearance, approval, authorization, order, registration or qualification of or with any Governmental Authority having jurisdiction over the Group Companies and Founder Parties is required and no other action or thing is required to be taken, fulfilled or done for the issue or offer of the Purchased Shares, the execution and delivery by the Group Companies and Founder Parties of this Agreement, or the implementation and performance by the Group Companies and Founder Parties of any of the transactions contemplated under this Agreement as the case may be except for those which have been, or will, as expressly contemplated by this Agreement, on or prior to the Closing Date be, obtained and are, or will on the Closing Date be, in full force and effect.
- 5.6 Valid Issuance of Purchased Shares.
- (a) The Purchased Shares and the Conversion Shares, when allotted and issued in accordance with the terms of this Agreement and the Restated Articles, will be duly and validly allotted and issued, fully paid and non-assessable, freely transferable, and free and clear of any Liens (except for those set forth under the Shareholders Agreement or the Restated Articles) and will not be subject to calls for further funds so long as the Purchase Price has been paid in full in accordance with this Agreement.
 - (b) All currently outstanding shares of the Company and each other Group Company (other than outstanding shares of the Non-wholly Owned/Controlled Subsidiaries not held or controlled by the Company, whether directly or indirectly) are duly and validly issued or subscribed for, fully paid and non-assessable, and have been issued or subscribed for in full compliance with the requirements of all applicable securities Laws including, to the extent applicable, the registration and prospectus delivery requirements of the Securities Act, or in compliance with applicable exemptions therefrom, and all other provisions of applicable securities Laws, including, without limitation, anti-fraud provisions.
- 5.7 Liabilities. Except as disclosed in Section 5.7 of the Disclosure Schedule or under the Financial Statements, no Group Company has any indebtedness (whether for borrowed money or otherwise, other than the indebtedness incurred in the ordinary course of business of the Group Companies) that it has directly or indirectly created, incurred, assumed, or guaranteed, or with respect to which the Group Company has otherwise become directly or indirectly liable.
- 5.8 Title to Properties and Assets.

- (a) Each Group Company has valid title to, or a valid leasehold interest in or right to the properties and assets currently held and used by it, and has full right to use the offices currently used by it, in each case subject to no Liens except for encumbrances and Liens that arise in the ordinary course of business and do not materially impair the Group Company's ownership or use of such property or assets. The foregoing properties, assets and rights collectively represent in all material respects all properties, assets and rights necessary for the conduct of the business of the Group Companies in the manner conducted during the periods covered by the Financial Statements and as presently conducted. Except for leased items, no Person other than a Group Company owns any interest in any such assets. All machinery, vehicles, equipment and other tangible personal property owned or leased by a Group Company are (i) in good condition and repair in all material respects (reasonable wear and tear excepted) and (ii) not obsolete or in need in any material respect of renewal or replacement, except for renewal or replacement in the ordinary course of business.
- (b) No Group Company owns or has legal or equitable title or other right or interest in any real property other than as held pursuant to Leases. Section 5.8 of the Disclosure Schedule sets forth each leasehold interest pursuant to which any Group Company holds any real property (a "Lease"), indicating the parties to such Lease, the address of the property demised under the Lease, the rent payable under the Lease and the term of the Lease. The particulars of the Leases as set forth in Section 5.8 of the Disclosure Schedule are true and complete. Each Lease constitutes the entire agreement with respect to the property demised thereunder. To the best knowledge of the Warrantors, the lessor under each Lease is qualified and has obtained all Permits (as defined below) necessary to enter into such Lease, including without limitation any Permits required from the owner of the property demised pursuant to the Lease if the lessor is not such owner. There is no claim asserted or, to the best Knowledge of the Warrantors, threatened by any Person regarding the lessor's ownership of the property demised pursuant to each Lease. Except as disclosed in Section 5.8 of the Disclosure Schedule, each Lease is in compliance in all material respects with applicable Laws, including with respect to the ownership and operation of property and conduct of business as now conducted by the applicable Group Company which is a party to such Lease, and each party to each Lease is in full compliance with the terms of the relevant Leases. No Lease contains any restriction on the business currently operated by relevant Group Company on such property or any right for the lessor or landlord to unilaterally terminate such Lease prior to expiration of its term (unless the lessee defaults on any rental payment or breaches any lease term). Each Group Company which is a party to a Lease has accepted possession of the property demised pursuant to the Lease and is in actual possession thereof and has not sublet, assigned or hypothecated its leasehold interest. No Group Company uses any real property in the conduct of its business except insofar as it has secured a Lease with respect thereto. To the best knowledge of the Warrantors, there is no zoning or other applicable Law currently in effect that may prevent or limit any Group Company from conducting its operations on the leased properties as they are currently conducted or contemplated to be conducted. The leasehold interests under the Leases held by each Group Company are adequate for the conduct of the business of such Group Company as currently conducted. There exists no pending or, to the best knowledge of the Warrantors, threatened condemnation, confiscation, eminent domain proceeding, dispute, claim, demand or similar proceeding with respect to, or which could materially and adversely affect, the continued use and enjoyment of such leasehold interests. To the best knowledge of the Warrantors, there are no circumstances that would entitle any Governmental Authority or other Person to take possession or otherwise restrict use, possession or occupation of any property subject to any Leases.

- (c) To the best knowledge of the Warrantors, the use, distribution, licensing, sale, or disposal of any asset or property of any Group Company does not infringe, misappropriate or violate any rights of any other party.
- (d) No action, suit, investigation or government proceeding (i) challenging the validity, enforceability, or ownership of any asset or property of any Group Company, or (ii) alleging that the use, distribution, licensing, sale, or disposal of any asset or property of any Group Company infringes, misappropriates or violates any right of any third party, is pending or is threatened by any Person against any of the Group Companies. To the best knowledge of the Warrantors, there is no unauthorized use, infringement or misappropriation of any of the assets or properties of the Group Companies by any third party, employee or former employee.

5.9 Intellectual Property.

- (a) Company Intellectual Property. Each Group Company owns or has the rights to use or otherwise has sufficient rights (including but not limited to the rights of development, maintenance, licensing and sale) to, all Intellectual Property that is material for the conduct of the Business (“Company Intellectual Property”) without infringement of the rights of any other Person. Section 5.9(a) of the Disclosure Schedule sets forth a complete and accurate list of all Company Intellectual Property (including all Registered Intellectual Property) for each Group Company, including for each the relevant name or description, registration/certification or application number, and filing, registration or issue date.
- (b) Intellectual Property Ownership. Except as disclosed in Section 5.9(b) of the Disclosure Schedule, all Registered Intellectual Property is owned by and registered or applied for solely in the name of a Group Company, is valid and subsisting and has not been abandoned, and all necessary registration, maintenance and renewal fees with respect thereto and currently due have been satisfied. No Group Company or, to the best knowledge of the Warrantors, any of its employees, officers or directors has taken any actions or failed to take any actions that would cause any material Registered Intellectual Property owned by the Group Companies to be invalid, unenforceable or not subsisting. To the best knowledge of the Warrantors, no funding or facilities of a Governmental Authority or a university, college, other educational institution or research center was used in the development of any material Company Owned Intellectual Property. No Company Owned Intellectual Property is the subject of any Lien, encumbrance, license or other contract (whether written or oral) to which any Group Company is a party granting rights therein to any other Person (other than the non-exclusive license occurred in the ordinary course of business of the Group Companies). No Group Company is or has been a member or promoter of, or contributor to, any industry standards bodies, patent pooling organizations or similar organizations that could require or obligate a Group Company to grant or offer to any Person any license or right to any Company Owned Intellectual Property. No Registered Intellectual Property is subject to any proceeding or outstanding governmental order or settlement agreement or stipulation that restricts in any manner the use, transfer or licensing thereof, or any Group Company’s products or services, by any Group Company or may affect the validity, use or enforceability of such Registered Intellectual Property. Founder Lu has assigned and transferred to a Group Company any and all of his Intellectual Property related to the business conducted by the Group Companies. No Group Company has (i) transferred or assigned any material Company Owned Intellectual Property; (ii) authorized the joint ownership of, any material Company Owned Intellectual Property; or (iii) permitted the rights of any Group Company in any Registered Intellectual Property to lapse or enter the public domain.

- (c) Infringement, Misappropriation and Claims. No Group Company has violated, infringed or misappropriated any Intellectual Property of any other Person, provided that the forgoing representations and warranties under this Section 5.9(c) shall not be applied to any violation, infringement or misappropriation of any Intellectual Property of any other Person caused by or arising from any products produced by any third party and distributed or sold by any Group Company, provided that such Group Company shall have duly inquired such third party with respect to the ownership of/licensed rights to use the Intellectual Property applied in the products, nor has any Group Company received any written notice alleging any of the foregoing. To the best knowledge of the Warrantors, no Person has violated, infringed or misappropriated any Company Owned Intellectual Property of any Group Company, and no Group Company has given any written notice to any other Person alleging any of the foregoing. To the best knowledge of the Warrantors, no Person has challenged the ownership of the Company Owned Intellectual Property or the use of other Company Intellectual Property by any Group Company. No Group Company has agreed to indemnify any Person for any infringement, violation or misappropriation of any Intellectual Property by such Person.
- (d) Assignments and Prior Intellectual Property. All material inventions and material know-how conceived by employees, consultants and independent contractors of a Group Company related to the business of such Group Company (other than the Course Materials developed jointly with or independently by any third parties) are currently owned exclusively by a Group Company. All employees, consultants and independent contractors of a Group Company who are or were involved in the creation of any Intellectual Property for such Group Company have executed an assignment of inventions agreement that vests in a Group Company exclusive ownership of all right, title and interest in and to such Intellectual Property, to the extent not already provided by Law. To the best knowledge of the Warrantors, it will not be necessary to utilize any Intellectual Property of any such Persons, except for those that are exclusively owned by a Group Company, and none of such Intellectual Property has been utilized by any Group Company. To the best knowledge of the Warrantors, none of the employees, consultants or independent contractors currently or previously employed or otherwise engaged by any Group Company, (i) is in violation of any current or prior confidentiality, non-competition or non-solicitation obligations to such Group Company or to any other Persons, including former employers or (ii) is obligated under any contract, or subject to any governmental order, that would interfere with the use of his or her best efforts to promote the interests of the Group Companies or that would conflict with the business of such Group Company as presently conducted.

- (e) Licenses. Section 5.9(e) of the Disclosure Schedule contains a complete and accurate list of (i) all licenses, sublicenses, and other contracts to which any Group Company is a party and pursuant to which any third party is authorized to use, exercise or receive any benefit from any Company Owned Intellectual Property, and (ii) all licenses, sublicenses and other Contracts to which any Group Company is a party and pursuant to which such Group Company is authorized to use, exercise, or receive any benefit from any Intellectual Property of another Person, in each case except for (1) agreements involving “off-the-shelf” commercially available software, (2) non-exclusive licenses to customers of the business conducted by the Group Companies in the ordinary course of business consistent with past practice, and (3) license of copyright of the contents and information contained in the Course Materials ((i) and (ii) collectively (for the avoidance of doubt, including those referred to in above (1), (2) and (3)), the “Licenses”). The Group Companies have paid all license and royalty fees (if any) required to be paid under the Licenses.
- (f) Protection of Intellectual Property. Each Group Company has taken reasonable and appropriate steps to register, protect, maintain and safeguard the Company Owned Intellectual Property and made all appropriate filings, registrations and payments of fees in connection with the foregoing. To the extent that any Company Owned Intellectual Property has been developed or created independently or jointly by an independent contractor or other third party for any Group Company, or is incorporated into any products or services of any Group Company, such Group Company has a written agreement with such independent contractor or third party and has reached mutual consent on the ownership of the relevant Intellectual Property developed or created in such work, material or invention.
- (g) No Public Software. No material software included in any Company Owned Intellectual Property has been or is being distributed, in whole or in part, or was used, or is being used in conjunction with any Public Software in a manner which would require that such software be disclosed or distributed in source code form or made available at no charge. For the purpose of this Agreement, “Public Software” means any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) GNU’s General Public License (GPL) or Lesser/Library GPL (LGPL), (ii) the Artistic License (e.g., PERL), (iii) the Mozilla Public License, (iv) the Netscape Public License, (v) the Sun Community Source License (SCSL), (vi) the Sun Industry Standards License (SISL), (vii) the BSD License, and (viii) the Apache License.

5.10 Material Contracts and Obligations.

- (a) For purposes of this Section 5.10, a “Material Contract” means each contract to which a Group Company or any of its properties or assets is bound or subject to, that:
- (i) involves obligations (contingent or otherwise) or payments in excess of US\$100,000 individually or US\$500,000 in the aggregate per annum;
 - (ii) involves Intellectual Property that is material to a Group Company (other than generally-available “off-the-shelf” shrink-wrap software licenses obtained by the Group Companies on non-exclusive and non-negotiated terms), including without limitation, the Licenses;
 - (iii) restricts the ability of a Group Company to compete or to conduct or engage in any business or activity or in any territory;
 - (iv) relates to the sale, issuance, grant, exercise, award, purchase, repurchase or redemption of any Equity Securities;
 - (v) involves any provisions providing exclusivity, “change in control”, “most favored nations”, rights of first refusal or first negotiation or similar rights, or grants a power of attorney, agency or similar authority;
 - (vi) is with a Related Party of any Group Company except for customary employment or retainer agreements between the Group Companies and their officers, consultants, or employees entered into in the ordinary course of business;
 - (vii) involves indebtedness for borrowed money, an extension of credit;
 - (viii) involves the lease, license, sale, use, disposition or acquisition of a material amount of assets or of a business;
 - (ix) involves the waiver, compromise, or settlement of any material dispute, claim, litigation or arbitration;
 - (x) involves the ownership or lease of, title to, use of, or any leasehold or other interest in, any real or personal property (except for personal property leases involving payments of less than US\$50,000 per annum);
 - (xi) involves the establishment, contribution to, or operation of a partnership, joint venture, or involves a sharing of profits or losses, or any investment in, loan to or acquisition or sale of the securities, equity interest or assets of any Person;
 - (xii) is with a Governmental Authority, state-owned enterprise, or sole-source supplier of any material product or service (other than utilities);

- (xiii) is or relates to any employee benefits plan;
- (xiv) is a Cooperative Agreement;
- (xv) is not in the ordinary course of business, or is not consistent with a Group Company's past practice;
- (xvi) is a Prior Financing Documents; or
- (xvii) is otherwise material to a Group Company or is one on which a Group Company is substantially dependent.

Certain Material Contracts are listed in Section 5.10 of the Disclosure Schedule.

- (b) No party to any such Material Contracts or obligations is in material default thereunder, which would be material in the context of the Group Companies' financial positions; and there are no circumstances giving rise to such a default.
- (c) A true, fully-executed copy of each Material Contract has been delivered to the Investor. All of the Material Contracts are valid, subsisting, in full force and effect and binding upon the Group Company to which it is a party, and the performance of such Material Contracts does not and will not violate any applicable Laws. No threat or claim of default under any such Material Contracts to which a Group Company is a party, has been made or is outstanding against it. Each Group Company has in all material respects satisfied or provided for all of its liabilities and obligations under each Material Contract to which it is a party or by which it is bound which requires performance prior to the date of this Agreement, and is not in default in any material respect under any Material Contract to which it is a party or by which it is bound. There does not exist any circumstance due to the action or inaction of any Group Company that with notice or lapse of time or both would constitute a material default of the obligations by a Group Company under a Material Contract to which it is a party or by which it is bound. To the best knowledge of the Warrantors, none of the officers or directors of any Group Company has given or received from any Person any notice or communication (whether oral or written) regarding any actual, alleged, possible or potential breach of, or default under, any Material Contract.
- (d) None of the Group Companies has given any powers of attorney or other authority express or implied which is still outstanding or effective to any Person to enter into any contract or commitment to do anything on its behalf other than the authority given to (i) legal representatives, board members, officers or employees to enter into agreements in the normal course of their duties and (ii) authorized representatives and agents to undertake certain governmental filings.

5.11 Litigation, Claims and Proceedings.

- (a) There is no Action pending or, to the best knowledge of the Warrantors, currently threatened against any of the Group Companies, any Group Company's activities, properties or assets or, to the best knowledge of the Warrantors, against any officer, director or employee of any Group Company in connection with such officer's, director's or employee's relationship with, or actions taken on behalf of any Group Company. To the best knowledge of the Warrantors, there is no factual or legal basis for any such Action that is likely to result, individually or in the aggregate, in any material adverse effect on the Group Companies. For the sole purpose of the preceding sentence, an Action shall be deemed as having a "material adverse effect" on the Group Company only when (i) the amount or value of claims involved in such Action is in excess of RMB500,000 or (ii) the potential result of such Action may or will impact the normal conduct of business of the affected Group Company. By way of example, but not by way of limitation, there are no Actions pending against any of the Group Companies or threatened against any of the Group Companies, relating to the use by any employee of any Group Company of any information, technology or techniques allegedly proprietary to any of their former employers, clients or other parties. None of the Group Companies is a party to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality and there is no Action by any Group Company currently pending or which it intends to initiate.
- (b) None of the directors of any Group Company has been (i) to the best knowledge of the Warrantors, subject to any voluntary or involuntary petition under any applicable bankruptcy or insolvency Laws or the appointment of a manager, receiver or similar officer by a court for his or her business or property, (ii) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses), (iii) to the best knowledge of the Warrantors, subject to any order, judgement or decree (not subsequently reversed, suspended or vacated) of any court of competent jurisdiction permanently or temporarily enjoining him or her from engaging, or otherwise imposing limits or conditions on his or her engagement, in any type of business or acting as an officer or director of a public company or (iv) to the best knowledge of the Warrantors, found by a court of competent jurisdiction in a civil action or by any relevant regulatory organization to have violated any applicable securities, commodities, or unfair trade practices Law, which such judgement or finding has not been subsequently reversed, suspended or vacated.

5.12 Compliance with Laws; Permits.

- (a) Except as disclosed in Section 5.12(a) of the Disclosure Schedule, each Group Company is, and has been, in compliance in all material respects with all applicable Laws. None of the Group Companies has conducted any activity in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any agency thereof in respect of the conduct of its business or the ownership of its properties in any material respect. No event has occurred and no circumstance exists that (with or without notice or lapse of time) (i) may constitute or result in a violation by any Group Company of, or a failure on the part of such entity to comply with, any applicable Laws in any material respect, or (ii) may give rise to any obligation on the part of any Group Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature. None of the Group Companies has received any notice from any Governmental Authority regarding any of the foregoing. No Group Company has received any written or oral notice indicating that or is otherwise aware that it is under investigation with respect to any violation of any Law. Except as disclosed in Section 5.12(a) of the Disclosure Schedule, each Group Company has duly obtained and maintained all Permits from the competent Governmental Authorities that are necessary for or material to the due and proper establishment and conduct of its business as currently conducted and as proposed to be conducted. None of the Group Companies is in default in any material aspect under any of such Permits issued or granted by the competent Governmental Authorities. To the best knowledge of the Warrantors, no Governmental Authority is considering modifying, suspending, revoking or denying upon expiration the renewal of any of such Permits. No Permits issued or granted by the competent Governmental Authorities contain any materially burdensome restrictions or conditions, and each Permit is in full force and effect and will remain in full force and effect upon the consummation of the transactions contemplated hereby. None of the Group Companies is in default under any Permit issued or granted by the competent Governmental Authorities. To the best knowledge of the Warrantors, there is no reason to believe that any Permit which is subject to periodic renewal will not be granted or renewed. No Group Company has received any letter or other communication from any Governmental Authority threatening or providing notice of revocation of any such Permit issued to any Group Company or the need for compliance or remedial actions in respect of the activities carried out directly or indirectly by any Group Company. There are no fines or penalties asserted against the Group Companies under any applicable Law, and none of the Group Companies has received any written notice from any Governmental Authorities with respect to any violation of any applicable Law.

- (b) All Permits issued or granted by or filed with the Governmental Authorities and any other Persons which are required to be obtained or made by each Group Company and each Founder Party in connection with the consummation of the transactions contemplated under the Transaction Documents shall have been obtained or made prior to and be effective as of the Closing. None of the Warrantors and, to the knowledge of the Warrantors, nor any other registered shareholder or ultimate beneficial owners of the Company who are citizens and permanent residents of the PRC defined under the Circular 37 (the “Domestic Residents”) was, is or has been in violation of any applicable law, statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof (including the Circular 37) in respect of or in connection with (i) the conduct of the business by the any Group Company or the ownership of any properties or Equity Securities in Group Company, including but not limited to any approval, registration, filing or reporting requirement applicable to Founder Lu or, (ii) to the knowledge of the Warrantors, any other Domestic Resident’s (indirect) investment in the Company or direct or indirect holding, acquisition, transfer or disposal of any Equity Securities in any Group Company. Founder Lu is a citizen and permanent resident of the PRC and did not hold and does not hold any identification that may require the registration of each of the Domestic Companies as a foreign invested enterprise pursuant to applicable Law of the PRC in effect at and from the time of the incorporation of such Domestic Company through the Closing Date.

- 5.13 Compliance with Other Instruments and Agreements. None of the Group Companies is or has been in, nor shall the conduct of its business as currently conducted result in, violation, breach or default of any term of its Constitutional Documents, its registered business scope, or any term or provision of any Material Contracts or of any provision of any judgment, decree, order, statute, rule or regulation applicable to or binding upon such Group Company. None of the activities, agreements, commitments or rights of any Group Company is ultra vires or invalid, or unauthorized. The execution, delivery and performance of and compliance with this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby by the Group Companies have been duly authorized, and will not result in any violation, breach or default, or be in conflict with or constitute, with or without the passage of time or the giving of notice or both, either a default under any Group Company's Constitutional Documents or any Material Contracts, or a violation of any Laws, or an event which results in the creation of any Lien upon any asset of any Group Company.
- 5.14 Registration Rights. Except as provided in the Shareholders Agreement, no Warrantor has granted or agreed to grant any Person any registration rights (including piggyback registration rights) with respect to, nor is the Company obliged to list, any of the Company's shares (or shares of the WFOEs or the Domestic Companies) on any securities exchange. Except as contemplated under this Agreement, the Shareholders Agreement, the Restated Articles and the Cooperative Agreements, there are no voting or similar agreements which relate to the share capital of the Company or any equity interest of the WFOEs or the Domestic Companies.
- 5.15 Financial Advisor Fees. Except as disclosed in Section 5.15 of the Disclosure Schedule, there exists no agreement or understanding between any Group Company and any investment bank or other financial advisor under which such Group Company may owe any brokerage, placement or other fees relating to the offer or sale of the Purchased Shares.
- 5.16 Financial Statements and Other Financial Matters.

- (a) Except as disclosed in Section 5.16 of the Disclosure Schedule, the Financial Statements (a) have been prepared in accordance with the books and records of the applicable Group Company, (b) are true, correct and complete and present fairly in all material respects the financial condition and the results of operations and cash flows of such Group Company or Group Companies at the date or dates therein indicated and for the period or periods therein specified, and (c) have been prepared in accordance with the PRC GAAP (with respect to the WFOE and the Domestic Companies) or the IFRS or any internationally recognized accounting standards (with respect to the Offshore Group Companies or the Group Companies taken as a whole), applied on a consistent basis (solely with respect to the unaudited Financial Statements, except for the omission of notes thereto and normal year-end provision and audit adjustments). All the Financial Statements referred to under this Section 5.16 have been delivered to the Investor. Specifically, but not by way of limitation, the respective balance sheets in the Financial Statements disclose all of the Group Companies' respective debts, liabilities and obligations of any nature, whether due or to become due, as of their respective dates (including, without limitation, absolute liabilities, accrued liabilities, and contingent liabilities) to the extent such debts, liabilities and obligations are required to be disclosed in accordance with PRC GAAP or the IFRS or any internationally recognized accounting standards, as applicable. The Group Companies have valid title to all assets set forth on the balance sheets in the respective Financial Statements, except for such assets as have been spent, sold or transferred in the ordinary course of business since their respective dates. Except as fairly disclosed in the Financial Statements, none of the Group Companies is a guarantor or indemnitor of any indebtedness of any other Person and each Group Company is in compliance with all of its obligations under all outstanding guarantees or contingent payment obligations (if any) in material respects. Each Group Company maintains and will continue to maintain a standard system of accounting established and administered in accordance with generally accepted accounting principles as required in the jurisdiction where it is incorporated. Each Group Company (i) maintains its books of accounts and records in the usual, regular and ordinary manner, on a basis consistent with prior practice and generally in compliance with applicable Laws and applicable generally accepted accounting principles applied on a consistent basis, (ii) does not make any fraudulent or fictitious entries in its books or records other than accounting errors occurring unintentionally in book-keeping which can be easily identified and immediately fixed or corrected, and (iii) does not use any assets of such Group Company to establish any unlawful or unrecorded fund of monies or other assets, or make any unlawful or undisclosed payment.
- (b) Each Group Company maintains systems of internal accounting controls sufficient to provide assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with applicable Laws and with accounting standards applicable to and adopted by it in the relevant jurisdiction and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences, and (v) each Group Company has made and kept books, records and accounts which, in reasonable detail, correctly and fairly reflect the transactions and dispositions of assets of such entity and provide a sufficient basis for the preparation of the Group Companies' consolidated financial statements in accordance with PRC GAAP or the IFRS or any other internationally recognized accounting standards, as applicable, and the Company's current management information and accounting control system has been in operation and no Group Company has experienced any difficulties with regard to (i) through (v) above.
- (c) No subsidiary of any Group Company is currently prohibited, directly or indirectly, from paying any dividends to such Group Company, from making any other distributions on such subsidiary's share capital to such Group Company, from repaying such Group Company any loans or advances borrowed or received by such subsidiary from such Group Company.

5.17 Activities since Balance Sheet Date. Since the Balance Sheet Date, with respect to each Group Company, except as disclosed in the Disclosure Schedule, there has not been:

- (a) any change in the business, assets, liabilities, financial condition or operating results of such Group Company from that reflected in the Financial Statements, except changes in the ordinary course of business which are made consistent with past practice;
- (b) any insolvency or any requirement for prepayment by such Group Company;
- (c) any purchase, acquisition, sale, lease, transfer or disposition of any assets (i) individually in excess of US\$50,000 or in excess of US\$100,000 in the aggregate, or (ii) that are individually or in the aggregate material to its business, except for the sale of inventory in the ordinary course of business consistent with its past practice, and no acquisition (by merger, consolidation or other combination, or acquisition of stock or assets, or otherwise) of any business or other Person or division thereof;
- (d) capital expenditure or commitment of capital expenditure beyond the annual budget in excess of US\$100,000;
- (e) any material change in the contingent obligations of such Group Company by way of guarantee, endorsement, indemnity, warranty or otherwise;
- (f) any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the assets, properties, financial condition, operating results, prospects or business of such Group Company (as presently conducted and as presently proposed to be conducted);
- (g) any waiver, termination, settlement or compromise by such Group Company of a valuable right or of a debt, other than those in the ordinary course of business which are given, made or dealt with consistent with past practice;
- (h) any satisfaction or discharge of any Lien or payment of any obligation by such Group Company, except such satisfaction, discharge or payment made in the ordinary course of business that is not material to the assets, properties, financial condition, operating results or business of such Group Company;
- (i) any change or amendment to any Material Contract or material arrangement by or to which such Group Company or any of its assets or properties is bound or subject, any entering of any new Material Contract, or any termination of any contract that would have been a Material Contract if in effect on the date hereof, or any amendment to any Constitutional Document, or any amendment to or waiver under any Constitutional Document;
- (j) any material change in any compensation arrangement or agreement with any present or prospective employee, officer or director, or adoption of any new employee benefit plan, or made any material change in any existing employee benefit plan, other than any change incurred in the ordinary course of business consistent with its past practice;
- (k) any sale, assignment or transfer of any Intellectual Property or other material intangible assets of such Group Company other than in the ordinary course of business consistent with its past practice;

- (l) the resignation or termination of employment of Founder Lu, any director, officer or key employee, or any material group of employees of such Group Company with such Group Company;
- (m) any mortgage, pledge or transfer of or any Lien created by such Group Company with respect to any of such Group Company's properties or assets, except Liens for taxes not yet due or payable;
- (n) any debt, obligation, or liability incurred, assumed or guaranteed by such Group Company individually in excess of US\$100,000 or in excess of US\$200,000 in the aggregate;
- (o) any sale, issuance, transfer, pledge or other disposition of any Equity Securities of any Group Company, except for those necessary to complete the transactions expressly contemplated under the Transaction Documents;
- (p) any declaration, setting aside or payment or other distribution in respect of any of such Group Company's Equity Securities, or any direct or indirect issuance, transfer, redemption, purchase or acquisition of any of such Equity Securities by such Group Company;
- (q) any failure to conduct the Business in the ordinary course, consistent with such Group Company's past practices;
- (r) any material change in accounting methods or practices or any revaluation of any of its assets;
- (s) except in the ordinary course of business consistent with its past practice, entry into any closing agreement in respect of taxes, settlement of any material claim or assessment in respect of any taxes, or consent to any extension or waiver of the limitation period applicable to any material claim or assessment in respect of any taxes, entry or change of any tax election, change of any method of accounting which may result in a material amount of additional tax or filing of any amended Tax Return which may result in material tax exposure (for the purpose of this Section 5.17(s), any amount of US\$100,000 or more shall be deemed "material");
- (t) any commencement or settlement of any material Action;
- (u) any transactions with any of the Founder Parties, the officers, directors or employees of any Group Company, or any Affiliates or Associates of such Persons;
- (v) any other event or condition of any character which could reasonably be expected to have a material effect on the business of the Group Companies; or
- (w) any agreement or commitment by such Group Company or any Founder Party to do any of the things described in this Section 5.17.

5.18 Tax Matters.

- (a) No stamp duty or other Taxes is assessable or payable in, and no withholding or deduction for any Taxes is imposed or made for or on account of any income, registration, transfer or turnover Taxes, customs or other duties or taxes of any kind, levied, collected, withheld or assessed by or within the Cayman Islands, British Virgin Islands, Hong Kong, or any other jurisdiction in connection with the creation, issuance or offering of the Purchased Shares, the execution or delivery of this Agreement, or the performance of the obligations of the Group Companies under the Agreement.
- (b) Each Group Company (i) has timely filed all Tax Returns that are required to have been filed by it with any Governmental Authority, (ii) has timely paid all taxes owed by it which are due and payable (whether or not shown on any Tax Return) and withheld and remitted to the appropriate Governmental Authority all taxes which it is obligated to withhold and remit from amounts owing to any employee, creditor, customer or third party, and (iii) has not waived any statute of limitations with respect to taxes or agreed to any extension of time with respect to a tax assessment or deficiency other than, in the case of clauses (i) and (ii), unpaid taxes that are in contest with tax authorities by Group Company in good faith or not material in amount (for the purpose of this Section 5.18(b), any amount of US\$100,000 or more shall be deemed “material”).
- (c) Each Tax Return referred to in paragraph (a) above was properly prepared in compliance with applicable Law and was (and will be) true, correct and complete in all material respects. None of such Tax Returns contains a statement that is false or misleading or omits any matter that is required to be included or without which the statement would be false or misleading. No reporting position was taken on any such Tax Return which has not been disclosed to the appropriate tax authority or in such Tax Return, as may be required by Law. All records relating to such Tax Returns or to the preparation thereof required by applicable Law to be maintained by applicable Group Company have been duly maintained. No written claim has been made by a Governmental Authority in a jurisdiction where any Group Company is or may be subject to taxation by that jurisdiction and such Group Company does not file Tax Returns.
- (d) The assessment of any additional taxes with respect to the applicable Group Company for periods for which Tax Returns have been filed is not expected to exceed the recorded liability therefor in the most recent balance sheet in the Financial Statements by US\$100,000 or more, and there are no unresolved questions or claims concerning any tax liability of any Group Company. Since the Balance Sheet Date, no Group Company has incurred any liability for taxes outside the ordinary course of business or otherwise inconsistent with past custom and practice. There is no pending dispute with, or notice from, any tax authority relating to any of the Tax Returns filed by any Group Company, and to the best knowledge of the Warrantors, there is no proposed liability for a deficiency in any tax to be imposed upon the properties or assets of any Group Company.
- (e) No Group Company has been the subject of any examination or investigation by any tax authority relating to the conduct of its business or the payment or withholding of taxes that has not been resolved or is currently the subject of any examination or investigation by any tax authority relating to the conduct of its business or the payment or withholding of taxes. Except for the withholding duties of taxes in accordance with applicable Laws, no Group Company is responsible for the taxes of any other Person by reason of contract, successor liability or otherwise.

- (f) None of the Group Companies has entered into or been engaged in or been a party to any transaction which is artificial or fictitious or any transaction or series of transactions or scheme or arrangement of which the main or dominant purpose or one of the main or dominant purposes was the avoidance or deferral of or reduction in the liability to tax of any Group Company.
 - (g) All tax credits, tax holidays or tax preferential treatments enjoyed by the Group Company established under the Laws of the PRC or under other applicable Laws since its establishment have been in compliance with all applicable Laws and is not subject to reduction, revocation, cancellation or any other changes (including retroactive changes) in the future, except through change in applicable Laws published by relevant Governmental Authority.
 - (h) To the best knowledge of the Warrantors, immediately after the Closing, the Company will not be a “Controlled Foreign Corporation” (“CFC”) as defined in the U.S. Internal Revenue Code of 1986, as amended (or any successor thereto) (the “Code”) with respect to the shares held by the Investor.
 - (i) The Company does not expect to be a “passive foreign investment company” (“PFIC”) within the meaning of Section 1297 of the Code in the current taxable year. The Company shall use its commercially reasonable efforts to avoid being a PFIC.
 - (j) None of the Group Companies has filed (whether by itself or by any other Person on its behalf) any Form 8832 (Entity Classification Election) or Form SS-4 (Application for Employer Identification Number) or made (whether by itself or by any other Person on its behalf) any Tax election for U.S. Tax purposes.
- 5.19 Sanctions Law Compliance. None of the Group Companies, other Warrantors or their respective Affiliates and directors, officers, managers and employees (collectively, “Group Representatives”), and to the best knowledge of the Warrantors, none of the independent contractors, representatives, agents and other persons expressly authorized to act on behalf of the Group Companies or other Warrantors (collectively, “External Representatives”) is an Sanctioned Person, or is organized, resident or located in a Sanctioned Country, and no Sanctioned Person will be given an offer to become an employee, officer, consultant or director of any Group Company. To the best knowledge of the Warrantors, no Group Company has conducted or agreed to conduct any business, or entered into or agreed to enter into any transaction with any Sanctioned Person. No Group Company has conducted or agreed to conduct any business, or entered into or agreed to enter into any transaction in any Sanctioned Country. None of (i) the purchase and sale of the Purchased Shares and the Conversion Shares, (ii) the execution, delivery and performance of this Agreement, the other Transaction Documents and the Constitutional Documents, or (iii) the consummation of any transaction contemplated hereby or thereby, or the fulfillment of the terms hereof or thereof, will result in a violation by anyone, including without limitation the Investor, of any of the Compliance Laws.

5.20 Anti-Bribery, Anti-Corruption, Anti-Money Laundering and Sanctions; Absence of Government Interests.

- (a) Each of the Group Companies, the other Warrantors and the Group Representatives, and to the best knowledge of the Warrantors, each of the External Representatives are and have been in compliance with all applicable Compliance Laws in all material respects, provided that the representation and warranty in this sentence shall not apply to any personal affairs of any employee of any Group Company who is not a director, officer or manager of a Group Company.
- (b) Furthermore, no Public Official (a) holds an ownership or other economic interest in any of the Group Companies or in the contractual relationship formed by this Agreement directly, or to the best knowledge of the Warrantors holds an ownership or other economic in any of the Group Companies or in the contractual relationship formed by this Agreement indirectly, or (b) serves as an officer, director or employee of any Group Company. Without limiting the foregoing, neither any Group Company nor any Group Representatives, or to the best knowledge of the Warrantors, any External Representative has, directly or indirectly, offered, authorized, promised, condoned, participated in, consummated, or received notice of any allegation of (x) the making of any gift or payment of anything of value to any Public Official or any other Person to obtain any improper advantage, affect or influence any act or decision of any such Public Official, or assist any Group Company in obtaining or retaining business for, or with, or directing business to, any Person, provided that the representation and warranty for this (x) shall not apply to the personal affairs of any employee of any Group Company who is not a director, officer or manager of a Group Company, (y) the making of any false or fictitious entries in the books or records of any Group Company by any Person for the foregoing purpose under (x), or (z) the using of any assets of any Group Company for the establishment of any unlawful or unrecorded fund of monies or other assets, or the making of any unlawful or undisclosed payment for the foregoing purpose under (x).
- (c) To the best knowledge of the Warrantors, the operations of each Group Company are, and have at all times been, conducted in compliance with all Anti-Money Laundering Laws and no investigation, action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving any Group Company with respect to Anti-Money Laundering Laws is pending, and no such actions, suits or proceedings are threatened or contemplated.

5.21 Related Party Transactions. Except for the related party transactions as disclosed in Section 5.21 of Disclosure Schedule which are conducted on an arm's length basis, and except as contemplated by this Agreement, no Warrantor, officer or director of a Group Company or any Affiliate or Associate of any such Person has any agreement (whether oral or written), understanding, proposed transaction with, or is indebted to, any Group Company, nor is any Group Company indebted (or committed to make loans or extend or guarantee credit) to any of such Persons (other than for accrued salaries, reimbursable out-of-pocket expenses for employees or other standard employee benefits). No officer or director of a Warrantor has any direct or indirect ownership interest in, or any agreement or other arrangement or undertaking, with, any firm or corporation with which a Group Company is affiliated or with which a Group Company has a business relationship, or any firm or corporation that competes with a Group Company. No Affiliate or Associate of any officer or director of a Warrantor is directly or indirectly interested in any contract with a Group Company. No officer or director of a Warrantor or any Affiliate or Associate of any such Person has had, either directly or indirectly, an interest in: (a) any Person which purchases from or sells, licenses or furnishes to a Group Company any goods, property, intellectual or other property rights or services; or (b) any Contract or agreement to which a Group Company is a party or by which it may be bound or affected. There is no agreement between any shareholder of the Company with respect to the ownership or control of any Group Company.

5.22 Environmental and Safety Laws. None of the Group Companies is in violation of any applicable Law relating to the environment or occupational health and safety in any material respects and no material expenditures are or will be required in order to comply with any such existing Law.

5.23 Employee Matters.

- (a) Except as disclosed in Section 5.23 of the Disclosure Schedule, (a) each Group Company has complied in all material respects with all applicable employment and labor Laws, including provisions thereof relating to employment contracts, wages, hours, housing funds, social welfare, social insurance contribution and collective bargaining, (b) there is no pending or, to the best knowledge of the Warrantors, threatened legal proceeding relating to the violation or alleged violation of any applicable employment and labor Laws; (c) each Group Company has duly entered into legal and valid written employment contracts with its employees in accordance with applicable Laws, and (d) each Group Company is in compliance in all material respects with all Laws relating to its provision of any form of social insurance, and has paid, or made provision for the payment of, all social insurance contributions required under applicable Laws.
- (b) Except as required by Law, none of the Group Companies is a party to or is bound by any currently effective employment Contract (other than contracts that can be terminated on an at-will basis), deferred compensation agreement, pension, provident, superannuation, life assurance, disability or other similar schemes or arrangements, bonus plan, incentive plan, profit sharing plan, retirement agreement or other employee compensation agreement providing any Employee Benefit Plan. To the extent that any such arrangements as described in the foregoing are required to be entered into by Law, the Company have provided copies of such arrangements to the Investor prior to the date hereof.

- (c) No officer or the employees listed in Schedule V attached hereto (collectively, the “Key Employees”) intends to, to the best knowledge of the Warrantors, terminate their employment with any Group Company, and no Group Company has a present intention to terminate the employment of any officer or Key Employee. None of the Group Companies is a party to or bound by any currently effective employment contract that is or will be regarded as an incentive plan, profit sharing plan, retirement agreement or other employee compensation agreement. None of the Warrantors is aware, after reasonable investigation, that any of such employees, officers, directors or consultants are in violation thereof. Founder Lu is currently devoting all of his business time to the conduct of the business of the applicable Group Company. Neither Founder Lu is, nor, to the best knowledge of the Warrantors, any of the other Key Employees are, involved in any daily business, operation, management and administration of any entity other than the Group Companies. Founder Lu and the other Key Employees are not subject to any covenant restricting him from working for any Group Company. None of Founder Lu or any other Key Employees was subject to any non-compete, confidentiality or other similar obligations towards a third party when he or she commenced employment with the Group Companies. Founder Lu and each of the other Key Employees have entered into a non-compete agreement with the relevant Group Company respectively, which is valid and effective. Neither Founder Lu nor any other Key Employees is in violation of such non-compete agreement applicable to or binding upon such persons.
- (d) No employees of any Group Company are represented by a labor union, works council, or other labor organization. Neither the Company nor any other Group Company is party to, or bound by, any collective bargaining agreement, Contract or other agreement or understanding, or bargaining relationship with a labor union, works council, or labor organization. The Group Companies are not, and for the past three (3) years have not been, subject to a pending or threatened strike, lockout, walkout, work stoppage or other material labor dispute.
- (e) Each Employee Benefit Plan (if any, and each related trust, insurance Contract or other funding vehicle) has been established, maintained, funded, and administered in all material respects in accordance with its terms and in a manner not in violation of the requirements of all applicable Laws. Each Group Company has complied with all applicable Laws (including funding requirements) relating to social insurance contributions, housing funds contributions and any other labor related plans that are mandatorily required to be funded or sponsored by the Group Companies under applicable Laws.
- (f) Jiangsu Ousuo Software Co., Ltd. (江苏欧素软件有限公司), Suzhou Zancheng Network Technology Co., Ltd.(苏州赞橙网络科技有限公司), Suzhou Gaoqi Investment Management Co., Ltd.(苏州高企投资管理有限公司), Suzhou DZQH Enterprise Management Consulting Center (Limited Partnership) (苏州大致启宏企业管理咨询中心(有限合伙)) and Suzhou XZY Enterprise Management Consulting Center (Limited Partnership) (苏州新智云企业管理咨询中心(有限合伙)) do not engage in any business which competes directly or indirectly with the Business of the Group Companies. Holding of Equity Securities in any of the foregoing entities by Founder Lu does not, and could not be reasonably expected to, adversely impede or interfere with his engagement with the Group Companies or participation in the management or the business operations of the Group Companies.

- 5.24 Exempt Offering. The offer and sale of the Purchased Shares under this Agreement and the issuance of the Conversion Shares upon conversion thereof are or shall be exempt from the registration requirements and prospectus delivery requirements of the Securities Act, and from the registration or qualification requirements of any other applicable securities Laws.
- 5.25 No Other Business. Each of the Offshore Group Companies was formed solely to acquire and hold directly or indirectly the equity interest in the WFOEs, and since its formation has not engaged in any business and has not incurred any liability in the course of its business, other than acquiring and holding equity interest in the WFOEs and, unless otherwise agreed by the Investor, shall not incur any liability in the course of carrying out such purpose. The WFOEs are intended to be engaged in and the Domestic Companies are engaged solely in the Business and have no other activities. Except as contemplated under the Transaction Documents, neither the Founder Parties nor any of their respective Affiliates or Associates (other than a Group Company), is engaged in any activities that are same or similar to or otherwise compete with the Business.
- 5.26 Constitutional Documents. The memorandum of association, articles of association, by-laws and all other constitutional documents (or analogous constitutional documents) of each Group Company are in the form provided to the Investor.
- 5.27 Minute Books. All available minute books of each Group Company (as applicable) have been made available to the Investor and each such minute books contain a summary of such meetings and actions taken by directors and shareholders or owners of such Group Company since its time of formation, and reflects all transactions referred to in such minutes accurately in all material respects.
- 5.28 Insurance. Except as disclosed in Section 5.28 of the Disclosure Schedule, each Group Company has in full force and effect insurance policies, with extended coverage, sufficient in amount (subject to reasonable deductibles) to allow it to reasonably replace any of its properties and material assets that might be damaged or destroyed or to recover from risks related to accident, business interruption, public, personal or product liability or other risks, that are in categories and amounts customary for companies similarly situated. There is no material claim pending thereunder as to which coverage has been questioned, denied or disputed. All premiums due and payable under all such policies and bonds have been timely paid, and each Group Company is otherwise in compliance in all material respects with the terms of such policies and bonds.
- 5.29 Other Representations and Warranties relating to the WFOEs and the Domestic Companies.
- (a) The Constitutional Documents and Permits of each of the WFOEs and Domestic Companies are valid and have been duly approved or issued by, or filed with (as applicable) the competent Governmental Authorities of the jurisdiction of its incorporation or organization.

- (b) Except for those expressly contemplated under the Transaction Documents or the Subsidiary Agreements, there are no outstanding rights, or commitments made by any of the WFOEs or the Domestic Companies to sell any of its equity interest, and none of the outstanding equity interest in the WFOEs or the Domestic Companies (other than the Non-wholly Owned/Controlled Subsidiaries) and no Equity Securities held or controlled (whether directly or indirectly) by the Company in the Non-wholly Owned/Controlled Subsidiaries is subject to any preemptive rights, rights of first refusal or other rights to purchase such shares (whether in favor of such subsidiaries or any other Persons).
- (c) The registered capital of each of the WFOEs and the Domestic Companies has been fully paid up and maintained in accordance with the schedule of payment stipulated in its respective articles of association, approval document, certificate of approval and business license and in compliance with PRC Laws and regulations, and there is no outstanding capital contribution commitment. For each of the WFOEs and the Domestic Companies, all the historical changes to the share capital of such PRC Company and historical transfers of equity interest in such PRC Company were made in compliance with the applicable Laws. There are no outstanding rights, or commitments made by any Group Company or Founder Lu to sell any of its equity interest in the Domestic Companies.
- (d) Except for those contemplated under the Cooperative Agreements, there are no outstanding commitments made by any of the WFOEs or the Domestic Companies to sell any of its assets, properties or business to any third party.
- (e) Except for the WFOEs' call option right to purchase the shares of Jiangsu Yunxuetang, Shanghai Fenghe and Shanghai Zhong Ou pursuant to the corresponding Cooperative Agreements, the equity interests in the WFOEs and the Domestic Companies are not subject to any call option or similar rights of any other Person.
- (f) Except for those contemplated under the Cooperative Agreements, none of the WFOEs or the Domestic Companies has delegated any power or issued any powers of attorney in favor of any Person, other than powers of attorney issued to its directors, officers, or employees for purpose of executing contracts or agreements for and on behalf of the WFOEs or the Domestic Companies, as the case may be, in the ordinary course of business.
- (g) The Cooperative Agreements, in the aggregate, have established and maintain a captive structure through which (i) the WFOE I, to the extent permitted by applicable Laws, can acquire control over Jiangsu Yunxuetang and the other Domestic Companies controlled by Jiangsu Yunxuetang, (ii) the WFOE II, to the extent permitted by applicable Laws, can acquire control over Shanghai Fenghe and Shanghai Zhong Ou and the other Domestic Companies controlled by them respectively, (iii) the financial statements of Jiangsu Yunxuetang and the other Domestic Companies controlled by it can be consolidated with those of the Company and the WFOE I, and (iv) the financial statements of Shanghai Fenghe and Shanghai Zhong Ou and the other Domestic Companies controlled by them respectively can be consolidated with those of the Company and the WFOE II. The Cooperative Agreements constitute valid and binding obligations of the parties thereto enforceable in accordance with their respective terms, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar Laws affecting creditors' rights generally and to general equitable principles. None of the Warrantors has received any oral or written inquiries, notifications or any other form of official correspondence from any Governmental Authorities challenging or questioning the legality or enforceability of any of the Cooperative Agreements.

5.30 Other Representations and Warranties Relating to Founder Parties.

- (a) Except as disclosed in Section 5.30(a) of the Disclosure Schedule, Founder Lu does not presently own or control, or will, as of the Closing own or control, directly or indirectly, any interest in any corporation, partnership, trust, joint venture, association, or other entity other than the Group Companies and the Founder Lu Holdco.
- (b) Founder Lu does not presently and will not, as of the Closing own, manage, operate, finance, join, control, or participate in the ownership, management, operation, financing or control of, or be associated as a director, senior management, partner, lender, investor or representative in connection with, any business or corporation, partnership, or organization which competes with the Business or with which a Group Company has a business relationship.
- (c) There is no action, suit, proceeding, claim, arbitration or investigation pending against Founder Lu in connection with his involvement with any of the Group Companies. Founder Lu is not a party to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or Governmental Authority and there is no action, suit, proceeding, claim, arbitration or investigation which any Founder Party intends to initiate in connection with his/her/its involvement with any of the Group Companies.
- (d) Founder Lu has all requisite power, authority and capacity to enter into the Transaction Documents and to perform his obligations thereunder.
- (e) No proceedings have commenced or are pending for the bankruptcy, insolvency, winding up, liquidation or reorganization of any Founder Party, if applicable. No Founder Party is bankrupt or insolvent. Each Founder Party is able to pay its debts as they fall due and has sufficient assets to repay all of its debts.
- (f) Founder Lu is the sole shareholder on record and sole beneficial owner of the Founder Lu Holdco.
- (g) The execution, delivery and performance of and compliance with this Agreement and the other Transaction Documents by Founder Lu Holdco to which it is a party and the consummation of the transactions contemplated hereby and thereby by Founder Lu Holdco have been duly authorized, and will not result in any violation or breach or default under any constitutional documents, any material contracts or applicable Laws binding on Founder Lu Holdco.
- (h) The Founder Parties are not in violation, breach or default under of any material contracts binding on such parties (including without limitation the Founder Lu Holdco Loan Documents as defined in the Shareholders Agreement).

- 5.31 **Zhong Ou Acquisition.** The transactions (the “**Zhong Ou Acquisition**”) contemplated by the Zhong Ou Acquisition Agreements which have been completed as of the date hereof have been completed in accordance with applicable Laws and the Zhong Ou Acquisition Agreements, and all necessary approvals, authorizations and consents from Governmental Authorities and other Persons required to be obtained by the Company and Jiangsu Yunxuetang in connection with Zhong Ou Acquisition have been timely obtained. All corporate actions on the part of each of the Company and Jiangsu Yunxuetang, their respective officers, directors and shareholders necessary for the authorization and the implementation of the Zhong Ou Acquisition has been taken. There is no actual, pending or, to the best knowledge of the Warrantors, threatened Action or dispute against the Company and/or Jiangsu Yunxuetang relating to the Zhong Ou Acquisition.
- 5.32 **Disclosure.** Each Warrantor has fully provided the Investor with all the information that the Investor has requested for deciding whether to purchase the Purchased Shares. There is no fact or circumstance relating to the affairs of any Group Company which has not been disclosed to the Investor and which if disclosed would influence the decision of the Investor to subscribe for the Purchased Shares. No representation, warranty or statement in writing provided by any Warrantor in this Agreement (including the Disclosure Schedule) and no information or materials provided by any Warrantor to the Investor in connection with the negotiation or execution of this Agreement or any other Transaction Document or any agreement contemplated hereby or thereby contains any untrue statement of a material fact, or omits to state any material fact necessary to make the statements herein or therein, in light of the circumstances in which they are made, not misleading. To the best knowledge of the Warrantors, there is no fact that would materially adversely affect the assets, business, prospects, financial condition or results of operations of the Group Companies that has not been set forth in this Agreement or the Disclosure Schedule.

6. REPRESENTATIONS AND WARRANTIES OF THE INVESTOR.

The Investor represents and warrants to the Company as of the date and as of the Closing as follows:

- 6.1 **Organization.** The Investor is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation.
- 6.2 **Authorization.** The Investor has all requisite power, authority and capacity to enter into the Transaction Agreements to which it is a party, and to perform its obligations under the Transaction Agreements to which it is a party. This Agreement has been, or will be immediately prior to the Closing be, duly authorized, executed and delivered by the Investor. This Agreement and the Shareholders Agreement, when executed and delivered by the Investor, will constitute valid and legally binding obligations of the Investor, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar Laws affecting creditors’ rights generally and to general equitable principles. No consent, approval or authorization of, or filing or registration with any governmental authority is required to be obtained by the Investor in connection with the execution and delivery of the Transaction Agreements by the Investor or the performance of the Investor’s obligations hereunder or thereunder.

- 6.3 Purchase for Own Account. The Purchased Shares will be acquired for the Investor's own account, not as a nominee or agent, and not with a view to or in connection with the sale or distribution of any part thereof.
7. **CONDITIONS TO THE INVESTOR'S OBLIGATIONS AT THE CLOSING.**
- 7.1 The obligations of the Investor to purchase the Purchased Shares at the Closing are subject to the fulfillment, on or prior to the Closing Date, to the satisfaction of the Investor (or written waiver thereof given by the Investor) of the following conditions:
- (a) No Injunction. No applicable Laws shall have been adopted or promulgated after the date of this Agreement by any Governmental Authority, and no temporary restraining order, preliminary or permanent injunction or other order issued by any Governmental Authority of competent jurisdiction (an "Injunction") shall be in effect, in any case having the effect of making the transactions contemplated hereby illegal or otherwise prohibiting the consummation of the transactions contemplated hereby.
 - (b) No Legal Proceeding. No Action shall have been initiated or threatened by any Governmental Authority seeking an Injunction having the effect of making the transactions contemplated hereby illegal or otherwise prohibiting the consummation of the transactions contemplated hereby.
 - (c) Representations and Warranties True and Correct. The representations and warranties made by the Warrantors in Section 5 hereof shall be true and correct, and not, in material respects, misleading when made, and shall be true and correct, and not, in material respects, misleading as of the Closing Date with the same force and effect as if they had been made on and as of such date, subject to changes expressly contemplated by this Agreement.
 - (d) Performance of Obligations. The Warrantors shall have performed and complied with all covenants, obligations and conditions contained in this Agreement that are required to be performed or complied with by the Warrantors on or before the Closing.
 - (e) Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated hereby and all documents and instruments incident thereto, including without limitation the written approval from all of the then current holders of equity interest of each Group Company that is a party to this Agreement and/or the other Transaction Documents, as applicable, with respect to this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby, shall have been completed in form and substance reasonably satisfactory to the Investor, and the Investor shall have received all copies of such documents as it may reasonably request in a form as agreed by the Investor.
 - (f) Permits. The Warrantors shall have obtained any and all Permits (if needed) from the competent Governmental Authorities and any other Persons necessary for consummation of the transactions contemplated by the Transaction Documents, including waivers by the then existing shareholders of the Company of any anti-dilution rights, rights of first refusal, preemptive rights and all similar rights in connection with the issuance of the Purchased Shares at the Closing.

- (g) Compliance Certificate. The Company shall have delivered to the Investor a certificate, dated the Closing Date, signed by a director of the Company, a director of the BVI Subsidiary I, a director of the BVI Subsidiary II, a director of the Cayman Subsidiary, a director of the HK Subsidiary I, a director of the Founder Lu Holdco, the legal representatives of each of the WFOE I, Jiangsu Yunxuetang, Beijing Yunxuetang, Suzhou Xuancai, XWLJ and Beijing Guoshi and Founder Lu certifying that (i) the conditions specified in this Section 7.1 have been fulfilled; (ii) that the resolutions of the board of directors and resolutions of the shareholders of each Group Company that is a party to this Agreement and/or the other Transaction Documents (as applicable) approving the transactions contemplated hereby remain un-amended and in full force and effect, and (iii) that the resolutions of the shareholders of the Company adopting the Restated Articles and electing the Tencent Director to the Board remain un-amended and in full force and effect.
- (h) Amendment to Constitutional Documents. The Restated Articles (in the form attached hereto as Exhibit A) shall have been duly adopted by the Company by all necessary corporate action of its Board and its shareholders and shall have been duly submitted for filing with the Registrar of Companies in the Cayman Islands as evidenced by an email confirmation from the registered office provider of the Company.
- (i) Board of Directors. As of the Closing, the size and composition of the Board shall be in compliance with Section 2.2 of the Shareholders Agreement and shall include one (1) director nominated or appointed by Tencent. The Company shall have passed board and shareholders' resolutions to approve, inter alia, the appointment of the Tencent Director to the Board.
- (j) Register of Members; Register of Directors.
- (i) The Investor shall have received a copy of the Company's updated register of members, certified by the registered office provider of the Company as true and complete as of the Closing, reflecting the Investor as the holder of the Purchased Shares and the Re-designated Transferred Shares at the Closing.
- (ii) The Investor shall have received a copy of the updated register of directors of the Company certified by the registered office provider of the Company as true and complete as of the Closing, evidencing that the Tencent Director has been duly appointed to the Board.
- (k) Execution of Fourth Amended and Restated Shareholders Agreement. The Shareholders Agreement (in the form attached hereto as Exhibit B) shall have been duly executed and delivered by all parties thereto (except for the Investor).
- (l) Execution of Third Amended and Restated Share Restriction Agreement. The Company shall have delivered to the Investor the Third Amended and Restated Share Restriction Agreement (in the form attached hereto as Exhibit C) (the "Founder Lu Share Restriction Agreement"), duly executed by the Company, Founder Lu and all other parties thereto (except for the Investor).

- (m) Execution of Director Indemnification Agreement. The Company shall have delivered to the Investor the Director Indemnification Agreement with respect to Tencent Director in the form and substance attached hereto as Exhibit D (the “Director Indemnification Agreement”), duly executed by the Company.
- (n) Execution of Business Cooperation Agreements. The Company shall have delivered to the Investor the Business Cooperation Agreements in the form and substance satisfactory to the Investor, duly executed by the applicable Group Company.
- (o) Legal Opinions. The Investor shall have received from the PRC counsel of the Company a PRC legal opinion and from the Cayman Islands counsel of the Company a Cayman Islands legal opinion, each addressed to the Investor, dated the Closing Date, in the form and substance satisfactory to the Investor.
- (p) Good Standing. The Investor shall have received a copy of certificate of good standing issued by the Registrar of Companies of the Cayman Islands dated no earlier than ten (10) Business Days prior to the Closing Date, certifying that the Company was duly constituted, paid all required fees and is in good legal standing.
- (q) Waivers by Existing Shareholders. The existing shareholders of the Company that hold Preferred Shares shall have issued and delivered a waiver letter to the Group Companies and the Founder Parties, in the form and substance satisfactory to the Investor, to waive any and all of their respective claims against the Group Companies and the Founder Parties resulting from, in connection with or relating to any breach by the Group Companies or the Founder Parties of certain covenants, agreements or other provisions under the Prior Financing Documents and to confirm that they do not have any outstanding claim against any Group Company or any Founder Party under the Prior Financing Documents.
- (r) No Material Adverse Effect. There shall have been no Material Adverse Effect since the date of this Agreement and no change or revision to the current applicable Laws that would result in such Material Adverse Effect.
- (s) Waiver by Centurium. Jump Shot Holdings Limited (“Centurium”) shall have issued and delivered a waiver letter to the Company to waive all of its rights under section 6.3 (*Performance Based Drag Rights*) of the Existing Shareholders Agreement, in the form and substance satisfactory to the Investor.
- (t) Application for Renewal of SP License. Jiangsu Yunxuetang shall have duly submitted application to the competent Governmental Authorities for renewal of the Type II Value-Added Telecommunications Business Operation License (第二类增值电信业务经营许可) (the “SP License”) prior to the expiry of the SP License (i.e., December 28, 2020).

- 7.2 The Warrantors shall use all reasonable efforts to procure the satisfaction of the conditions set out in Section 7.1 above as soon as reasonably practicable and in any event before the Termination Date (as defined below). If at any time any of the Warrantors becomes aware of a fact or circumstance that might prevent a condition from being satisfied, it shall immediately notify the Investor in writing.
- 7.3 The Investor may at any time waive in writing any of the conditions set out in Section 7.1 above, on such terms as it may decide and proceed to Closing without the satisfaction of such condition; provided that the Warrantors shall ensure that any such condition so waived shall be fulfilled as soon as practicable following the Closing.
- 7.4 If any of the conditions (which have not previously been waived by the Investor) have not been satisfied on or before the Termination Date, then the Investor may at any time on or after the Termination Date, at its option (but without prejudice to any other right or remedy it may have), by notice to the Company:
- (a) waive any conditions then unsatisfied (provided that the Warrantors shall ensure that any such conditions so waived shall be fulfilled as soon as practicable following the Closing or by a date specified in writing by the Investor following the Closing);
 - (b) postpone Closing to a date (being a Business Day) which is not more than seven (7) Business Days after the initial Termination Date; or
 - (c) without any prejudice to Section 10.17, terminate this Agreement without being liable to any of the Warrantors.

8. CONDITIONS TO THE COMPANY'S OBLIGATIONS AT THE CLOSING.

The obligation of the Company to allot and issue the Purchased Shares to the Investor pursuant to this Agreement is subject to the fulfillment, on or prior to the Closing Date, of the following conditions:

- 8.1 Representations and Warranties. The representations and warranties of the Investor contained in Section 6 hereof shall be true and correct when made, and shall be true and correct as of the Closing Date with the same force and effect as if they had been made on and as of such date.
- 8.2 Proceedings and Documents. All corporate and other proceedings on the part of the Investor in connection with the transactions contemplated hereby and all documents and instruments incident to such transactions shall have been completed.
- 8.3 Execution of Transaction Documents. The Investor shall have delivered to the Company the Shareholders Agreement, the Founder Lu Share Restriction Agreement, the Director Indemnification Agreement and the Business Cooperation Agreements to which the Investor or its Affiliate or the director appointed by the Investor is a party as duly executed by the Investor or its Affiliate or the director appointed by it.

9. COVENANTS OF THE WARRANTORS.

The Warrantors jointly and severally covenants to the Investor as follows:

- 9.1 Use of Proceeds. Except as otherwise provided in this Agreement, the Company shall use the proceeds from the issuance and sale of the Purchased Shares (the “Proceeds”) for the growth and expansion, the capital expenditure and working capital of the Group Companies relating to the Business, including with respect to the market expansion, product contents, artificial intelligence/big data and team building, except approved otherwise by the Investor in advance in writing. Other than as provided above and items approved in advance by the Investor in writing, the Proceeds shall not be used to repurchase, redeem or cancel any junior securities or to make any payments to shareholders, directors or officers of the Group Companies, or for repayment of any loans guaranteed by the directors of the Group Companies except for the payment for a bona fide arms-length transaction approved by the Board (which approval shall include the affirmative vote of the Tencent Director).
- 9.2 Availability of Ordinary Shares. The Company hereby covenants that at all times there shall be made available, free of any Liens, for issuance and delivery upon conversion of the Purchased Shares such number of Ordinary Shares in the share capital of the Company as are from time to time issuable upon conversion of the Purchased Shares, and will take all steps necessary to increase its authorized share capital to provide sufficient number of Ordinary Shares issuable upon conversion of the Purchased Shares.
- 9.3 Compliance by Founder Parties. The Founder Parties shall fully comply with all applicable Laws on a continuing basis. The Founder Parties undertake that each of them shall act in the best interest of the Group Companies, and in no event shall any of them conduct any action or inaction that could harm the interests of, or infringe the lawful rights or interests of the Group Companies.
- 9.4 Business of Group Companies. The business of the Offshore Group Companies shall be restricted to the direct or indirect holding, management and disposition of equity interest in the WFOEs. The business of the WFOEs and the Domestic Companies shall be restricted to the Business.
- 9.5 Regulatory Compliance. The Group Companies shall, and the Founder Parties shall procure the Group Companies to, comply with applicable Laws (including without limitation Laws relating to value-added telecommunications business, internet audio-video business, internet publishing business, foreign investment, foreign exchange control, anti-monopoly, anti-corruption, taxation, employment, social insurance and intellectual property) in all material respects and obtain and maintain in effect all Permits from the competent Governmental Authorities and other Persons required for conducting the Business. Without limiting the foregoing:
- (a) Certain Operation Permits. Jiangsu Yunxuetang shall use its best commercial efforts to:
- (i) prior to the earlier of (A) the date of submitting application to the relevant stock exchange for initial public offering of the Company or (B) the date of expiry of the rectification period required by the relevant Governmental Authority, apply for and obtain the Online Broadcasting Audio-visual Programs License (信息网络传播视听节目许可证) (the “Online Broadcasting License”) or take other alternative actions satisfactory to the Investor for the purpose of complying with the applicable PRC Laws in connection with the disseminating of audio-video programs through information network;

- (ii) as soon as practicable after the Closing, in no event later than two (2) months after the Closing, complete renewal of the SP License;
- (iii) as soon as practicable after the Closing, in no event later than three (3) months after the Closing, (x) apply for and obtain the Network Culture Operation License (网络文化经营许可证) (the “Network Culture License”), and (y) apply for and obtain the Type B22 Value-Added Telecommunications Business Operation License (i.e. Value-Added Business Operation License for domestic multi-party communication service business) (the “Type B22 License”);
- (iv) to the extent required by applicable Laws or needed for the operations of the Group Companies, procure the Internet Publication Permit (互联网出版服务许可证) (the “Internet Publication Permit”); and
- (v) as soon as practicable after the Closing, apply for permit to run schools (办学许可证) (the “School Permit”) with relevant Governmental Authority, or to the extent that the relevant Governmental Authority promulgates rules or regulations making such permit not necessary for Jiangsu Yunxuetang to continue to conduct the Business, make filings and registrations (if required) with relevant Governmental Authority and take such other actions in compliance with the applicable Laws (including but not limited to the Non-state Education Promotion Law (《中华人民共和国民办教育促进法》)).

In each of the above sub-clauses (i) through (v), the Online Broadcasting License, the SP License, the Type B22 License, the Network Culture License, the Internet Publication Permit and the School Permit shall be issued by the competent Governmental Authorities in accordance with applicable Laws.

- (b) Application and Registration of Intellectual Properties. Any future material Intellectual Property of the Group Companies shall be applied by and registered under the name of the Group Companies.
- (c) Compliance Mechanism. The Group Companies shall, pursuant to a time schedule reasonably proposed by the Board, implement and maintain a proper inspection and monitoring system or policy to ensure that the Group Companies will review, inspect and monitor the copyright of the contents and information contained in the Course Materials and other materials used in its Business operation both before and after them being offered to users and customers for the purpose of preventing the Group Companies from being held liable for any legal non-compliance of such contents or information.

- 9.6 Qualified Public Offering. Subject to necessary approvals required therefor, the Company and the Founder Parties shall use their best effort to consummate a Qualified Public Offering before the fourth (4th) anniversary of the Closing. Details of the Qualified Public Offering, including without limitation the exchange on which such public offering is to be effected, will be determined by the Board. The Founder Parties shall ensure that, prior to the commencement of a Qualified Public Offering by the Company, each Group Company and the Founder Parties are in compliance with all applicable Laws and legal requirements in all material respects and that there is no barrier to repatriation of profits, dividends and other distributions from the WFOEs (or any successor entity) to the Company.
- 9.7 Lock-up. Subject to the terms and conditions hereof, following a Qualified Public Offering, transfer of shares in the Company by any Founder Party or any holder of Ordinary Shares (other than the Ordinary Shares upon conversion of the Preferred Shares) who is a principal or a management member of any Group Company shall be subject to any customary lock-up restriction to the extent requested by the lead underwriter of securities of the Company in connection with the registration relating to such Qualified Public Offering. In the event of any initial public offering by the Company or any member of the Group Companies, each of the Company and Founder Lu agrees to take all reasonable steps consistent with all legal requirements to facilitate minimizing any restrictions on the transfer of any Purchased Shares (or the Conversion Shares) held by the Investor.
- 9.8 Intellectual Property.
- (a) Except with the written consent of the Investor, the Group Companies shall, and the Warrantors shall cause the Group Companies to take all reasonable steps to protect their respective Intellectual Property rights, including without limitation (i) registering their respective material trademarks, brand names, domain names, copyrights and patents (as applicable); (ii) requiring each employee and consultant of each Group Company to enter into a confidential and intellectual property assignment agreement, which shall contain requirements to (x) protect trade secret or proprietary information, and (y) to refrain from using any intellectual property of third parties including prior employers without authorization, in each case with applicable Group Company; and (iii) requiring each key employees (other than the Key Employees who have already entered into such agreement) to enter into a non-competition and non-solicitation agreement requiring such persons to protect and keep confidential such Group Company's confidential information, intellectual property, technical know-how and trade secrets, prohibiting such persons from competing with such Group Company for a reasonable time after their tenure with any Group Company, and requiring such persons to assign all ownership rights in their work product to such Group Company, in each case in form and substance satisfactory to the Board.
- (b) In the event that there is any potential or threatened claim of third parties against any Group Company in connection with or arising out of its usage of any trademarks/application of any self-developed software/application of any self-developed technology, the Group Companies undertake to, and the Founder Parties shall cause the Group Companies to, use their commercially reasonable efforts to, take any and all necessary actions to protect their Intellectual Property rights to use such trademarks/in such software/in such technology and mitigate the negative influence resulting from such claim. In the event that there is any actual claim of third parties against any Group Company in connection with or arising out of its usage of any Intellectual Property, the Warrantors shall notify the Investor as soon as practicable after such claim is brought against any Group Company and, without the prior written consent of the Investor, the Warrantors undertake not to withdraw or settle any relevant legal actions, not to grant any waiver, and not to agree to any termination or compromise in relation to any of the above-mentioned claims.

- (a) The Warrantors acknowledge that the Investor has agreed to invest in the Company on the basis of the continued and exclusive services of and full devotion and commitment by Founder Lu and the other Key Employees to the Group Companies, and agrees that the Investor should have reasonable assurance of such basis of investment. Founder Lu undertakes to the Investor that he shall devote his full time and attention to the business of the Group Companies and shall use his best efforts to develop the business and interests of the Group Companies. The Warrantors undertake to make their reasonable efforts to procure that each of the Key Employees shall devote his or her full time and attention to the business of the Group Companies and shall use his or her best efforts to develop the business and interests of the Group Companies. Founder Lu undertakes to the Investor that, unless with the prior written consent of the Investor, (i) during the period he, directly or indirectly, holds (including through his Affiliates or Associates) any equity interest in, or is employed by, or serves as a director or officer of, any of the Group Companies (the “Affiliation Relationship”), whichever period is longer, and within two (2) years after the termination of such Affiliation Relationship, and (ii) during the period the Investor holds any Series E Preferred Share of the Company (the total period in (i) and (ii), the “Restriction Period”), Founder Lu will not, and will procure that each of Founder Lu’s Affiliate (especially Suzhou Yunzheng Network Technology Co., Ltd. (苏州云政网络科技有限公司) (“Suzhou Yunzheng”)) or each of Founder Lu’s Associates will not, in any Relevant Jurisdiction, directly or indirectly:
- (i) conduct any action or inaction that could harm the interests of, or infringe the lawful rights and interests of, any of the Group Companies and/or its Affiliates;
 - (ii) solicit or entice away, or endeavor to solicit or entice away, any director, officer or employee of any Group Company;
 - (iii) render consulting services or any other services or assistance to any Person in conducting business that is the same or similar to, or otherwise competing with the Business of the Group Companies, either in his individual capacity or as a representative or employee of another individual or entity; and
 - (iv) control, conduct or participate in, or invest or hold interests in any entity, business operation or activities that is the same or similar to, or otherwise competes or would compete with the Business of the Group Companies as currently or subsequently being conducted during the Restriction Period, in any form (including without limitation, investment, acquisition, co-operation, joint venture, operation, partnership, contractual operation, lease operation, equity holding), whether for its own account or for the benefit of any other Person, except for the holding, as a passive and public investor, of no more than one percent (1%) of the shares in publicly traded companies that may compete with any Group Company.

- (b) The Warrantors further undertake to the Investor to use their reasonable efforts to procure that the directors nominated by Founder Lu, the senior management members of the Group Companies, and the other Key Employees, will not, directly or indirectly, compete with the Business carried on by any Group Company in the above manner during the period that the foregoing persons are direct or indirect shareholders, directors, senior management members or Key Employees of the Group Companies and within two (2) years after each such person or each of them ceases to be a direct or indirect shareholder of the Group Companies or leaves his or her director or senior management post or terminates his or her employment with the Group Companies.
 - (c) Founder Lu further undertakes to the Investor that in the event that the operation of any of Founder Lu's Affiliates (to the extent such operation is permitted pursuant to the other provisions under this Section 9.9) or the fact that Founder Lu directly or indirectly holds Equity Securities in any Person other than a Group Company could adversely affect the Qualified Public Offering of the Group Companies, Founder Lu shall eliminate such adverse effects in a proper and timely manner to the reasonable satisfaction of the Investor.
 - (d) During the Restriction Period, in the event any entity directly or indirectly established or managed by Founder Lu or his Affiliates, engages or will engage in any business which is the same or similar to or otherwise competes with the Business of the Group Companies, Founder Lu shall cause such entity, to disclose any relevant information to the Investor upon request and transfer such entity or business to any of the Domestic Companies or any subsidiary designated by the Domestic Companies immediately thereafter.
 - (e) For purpose of this Section 9.9, "Relevant Jurisdiction" means a jurisdiction in which any Group Company carries on or conducts any business, including but not limited to the PRC, Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan.
- 9.10 Related Party Transactions. The Warrantors shall cause each Group Company to, improve management regarding Related Party transactions and shall not conduct any transaction with any Related Party of any Group Company unless on arm's length basis and with due corporate approval in accordance with the Shareholders Agreement and the Restated Articles. The Warrantors shall cause the Group Companies to, (i) no later than the 30th day prior to the end of each fiscal year of the Company, prepare and deliver to the Board a pricing policy for related party transactions for the following fiscal year, which shall include the basis of such pricing policy and a projected maximum contract value of each type of related party transactions, (ii) within ninety (90) days after the end of each fiscal year of the Company, prepare and deliver to the Board a report by the auditor on its review of the related party transactions conducted by the Group Companies during such fiscal year (including with respect to the transfer pricing methodology and the compliance by the Group Companies with applicable transfer pricing laws, accounting standards and the duly adopted transfer pricing policies), and (iii) take appropriate rectification measures if any Related Party transactions would adversely affect the Qualified Public Offering of Group Companies.

9.11 Use of Investor's Brands and Marks. Notwithstanding anything to the contrary in this Agreement, without a prior written consent of Tencent, and whether or not Tencent or any of its Affiliates are then a shareholder of the Company, the Warrantors shall not, and shall cause the Affiliates of the Group Companies not to, use in advertising, publicity, announcements, or otherwise the name of "Tencent", "腾讯", "QQ", "Wechat", "微信" or that of any Affiliate of Tencent, either alone or in combination thereof, including "微信", "wechat", "RTX", "腾讯企业邮 EXMAIL.QQ.COM", "微信朋友圈", "微信电视", "Tencent 腾讯", "QQ", "imqq.com", "QQ 秀/QQSHOW", "WWW.QQ.COM", "QQmusic/QQ 音乐", "QQ 空间", "tencent image", "小 Q", "QQ 彩贝 / 彩贝联盟", "小 Q 书桌", "微云 / 腾讯微云", "QQ 会员", "爱马哥", "QQShowSHOW.QQ.COM", "Q 影", "腾讯印象", "同步助手", "腾讯云", "应用宝", "财付通", "QQ 电脑管家", "腾讯手机管家", "安全管家", "酷抠族 COOL", "路宝/腾讯路宝", "QQ 浏览器", "微众", "腾讯游戏/腾讯互动娱乐 Tencent Interactive Entertainment", "洛克王国 Roco Kingdom", "斗战神 ASURA", "QQ 炫舞", "QQ 西游 QQXY.QQ.COM", "QQ 飞车", "英雄杀 YXS.QQ.COM", "AI 战士 AI.QQ.COM", "功夫西游", "逆战 NZ.QQ.COM", "QQ 游戏 QQGAME.QQ.COM", "Q 游记", "功夫企鹅", "Q 游记 17Q.QQ.COM", "腾讯原创动漫 AC.QQ.COM", "趣西游", "众神争霸", "天天酷跑", "天天爱消除", "天天连萌", "全民三国", "天天飞车", "腾讯文学 Tencent Literature", "腾讯网", "FUN 秀", "小拇指", "腾讯微漫画", "碰星球 PUNG", "翻秀", "腾讯儿童 DIY 微漫画", "潮童范儿", "广点通", "微彩票 518.qq.com", "QQ 彩票 888.QQ.COM", "腾讯微公益基金", "新年新衣", "筑梦新乡村", "米大师", "铜关 Tongguan", "益行家", "王者荣耀", "腾讯地图", "天天快报", "TIM", "FOXMAIL", "自选股", "疾风之刃", "JOOX", "VOOV", "理财通", "Ipick", any associated logos of the above brands, or any company name, trade name, trademark, service mark, domain name, device, design, symbol or any abbreviation, contraction or simulation thereof owned or used by Tencent or any of its Affiliates; except for (i) the reference to "Tencent" and/or (腾讯) in a factual statement that the Company is a portfolio company of Tencent (to the extent such information is by then in the public domain) and (ii) a permitted use of the relevant logo(s), brand(s) or trademark(s) or cooperate name(s)/products name(s) of Tencent or its Affiliate(s) by an applicable Group Company as authorized in a business cooperation agreement entered into between Tencent or its Affiliate(s) and such Group Company; or represent, directly or indirectly, that any product or services provided by any Warrantor or any of its Affiliates have been approved or endorsed by Tencent or any of its Affiliates.

9.12 Equity Compensation; ESOP.

- (a) The Company shall not, and shall procure the other Group Companies not to, directly or indirectly issue Ordinary Shares, share options or other forms of equity of the Company to any employee, director or consultant of any of the Group Companies except pursuant to an employee stock option plan duly adopted by the Company from time to time in accordance with the Shareholders Agreement and the Restated Articles.

- (b) With respect to the Existing ESOP Shares (representing 2.2517% of the fully-diluted share capital of the Company immediately prior to the Closing and 1.9951% of the fully-diluted share capital of the Company upon the Closing) which have been reserved for share options to be granted to the employees, directors or consultants of the Group Companies, a formal ESOP (including terms on the exercise price and the vesting schedule of the options) shall not be adopted prior to the Closing and shall be determined and adopted by the Board of the Company after the Closing (subject to such approvals as required under the Shareholders Agreement and the Restated Articles). Should recipients of any option under any ESOP fail to exercise such option in a manner not in conflict with applicable PRC Laws, including Circular 37 and Circular 7, no option under any ESOP may be actually exercised, and no shares thereunder may be issued to such recipients, unless and until after the requisite filing, if applicable, with SAFE pursuant to Circular 37 or Circular 7 (as the case may be) has been completed. Each recipient of an option to purchase Ordinary Shares under the ESOP shall enter into a share option agreement with the Company in the form and substance reasonably acceptable to the Investor. Except as may be expressly set forth in the Shareholders Agreement, without the prior written consent of the Investor, no securities other than Existing ESOP Shares shall be reserved by any Group Company for any ESOP.
- 9.13 Board Meeting. Unless otherwise approved by the majority of the affirmative votes of the directors (which majority shall include affirmative vote of the Tencent Director), the Company shall hold meetings of the Board at least every six (6) months.
- 9.14 Independent Auditors. The Company shall engage one of the Big Four accounting firms (i.e., Deloitte & Touche or Ernst & Young, KPMG, and PricewaterhouseCoopers) or other reputable accounting firms acceptable to the Investor and shall cause such accounting firm to audit the Company's annual consolidated financial statements.
- 9.15 Cash Deposit. All the Group Companies' cash shall be deposited with sound international or PRC financial institutions, and all such cash deposits shall be short-term with free liquidity unless otherwise approved by the Board.
- 9.16 D&O Insurance. Upon request by the Investor and if determined by the Board to be commercially reasonable, the Company shall obtain for the Tencent Director insurance against liability for negligence, default, breach of duty or breach of trust incurred in the course of discharging his or her duties as a director or officer of the Company, including without limitation, directors and officers liability insurance with a carrier and in an insured amount that is customary for similarly suited and structured PRC based companies to the satisfaction of the Board.
- 9.17 Tax Covenants. The Warrantors shall cause each Group Company to comply with all applicable tax Laws in all material respects, including without limitation, Laws pertaining to corporate income tax, individual income tax, value added tax and business tax.

- 9.18 **Business Operation.** During the period between the date hereof and the Closing, except as the Investor otherwise agrees in writing or as expressly contemplated under this Agreement or as required by applicable Laws, each of the Group Companies who is a party to this Agreement and/or the other Transaction Documents shall (and the Warrantors shall use best endeavors to cause each of the Group Companies to) (i) conduct its business in the ordinary course consistent with past practice, as a going concern and in compliance with all applicable Laws and all Contracts of the Group Companies in all material respects, (ii) pay or perform its debts, Taxes, and other obligations when due, (iii) maintain its assets in a condition comparable to their current condition, with reasonable wear, tear and depreciation excepted, (iv) preserve intact its current business organizations and keep available the services of its current officers and employees and preserve its relationships with customers, suppliers and others having business dealings with, (v) periodically report to the Investor concerning the status of its business, operations and finance, and (vi) promptly take all actions reasonably necessary to consummate the transactions contemplated by this Agreement, including the taking of all reasonable acts necessary to cause all of the conditions set out under Section 7 to be satisfied.
- 9.19 **Covenants regarding Activities prior to Closing.** Except as required or expressly permitted by this Agreement, no resolution of the directors, owners, members, partners or shareholders of any of the Group Companies shall be passed, nor shall any action, contract or commitment be entered into, with respect the following, in each case, prior to the Closing without the prior written consent of the Investor:
- (a) any amendment to the memorandum of association and/or articles of association of any Group Company;
 - (b) any action by any of the Group Company to authorize, create or issue or redeem or repurchase or reclassify any shares or securities of any class or series of such Group Company;
 - (c) the declaration and/or payment of any and all dividends on any securities of any Group Company or payment of any other distributions to any shareholder of any Group Company;
 - (d) any merger, consolidation, scheme of arrangement, recapitalization or sale, transfer, lease or other disposition of any material assets of any Group Company;
 - (e) any change in the number of directors of any Group Company;
 - (f) any filing by or against any Group Company for the appointment of a receiver, administrator or other form of external manager, or the winding up, liquidation, bankruptcy or insolvency of any Group Company;
 - (g) any expenditure, any purchase and disposal of assets and businesses, or any purchase and disposal of assets and businesses worth, in the aggregate, more than US\$200,000 by any Group Company;
 - (h) other than in the ordinary business, any business transactions of the Group Companies (taken as a whole) exceeding the amount of US\$200,000 or out of scope of principal business;
 - (i) any capital commitment, loan transaction or mortgage or pledge transaction of the Group Companies (taken as a whole) exceeding the amount of US\$200,000 in a transaction or a series of related transaction;

- (j) establishment of any subsidiary or Affiliates (including any non-legal person branch) and the signing of any shareholders' agreement or joint venture agreement or cooperation agreement by any Group Company; and
 - (k) any purchase or lease by any Group Company of any real estate properties not in the ordinary course of business.
- 9.20 Information. If at any time before the Closing, any of the Warrantors comes to know of any material fact or event which:
- (a) is in any way materially inconsistent with any of the representations and warranties given by any Warrantor, and/or
 - (b) suggests that any material fact warranted may not be as warranted or may be materially misleading, and/or
 - (c) might affect the willingness of a reasonable investor in making a prudent decision to purchase the Purchased Shares or the amount of consideration which the Investor would be prepared to pay for the Purchased Shares, then such Warrantor shall give immediate written notice thereof to the Investor in which event, in addition to any other rights or remedy that is available to the Investor under this Agreement or applicable Law, the Investor may within five (5) Business Days of receiving such notice terminate this Agreement by written notice to the other parties hereto without any penalty whatsoever on the Investor.
- 9.21 Other Issues in the Disclosure Schedule. As soon as practicable after the Closing, the Warrantors shall, in a manner reasonably acceptable to the Investor, resolve the other issues which are disclosed in the Disclosure Schedule or identified by the Investor in the due diligence process but not expressly specified as a specific covenant under this Section 9 or a specific condition for the Closing under Section 7 hereof. The covenants under this Section 9.21 shall not preclude, be prejudice to, or otherwise limit in any way, the Warrantors' indemnification liabilities under Section 10.1 below or any other right of or remedy available to the Investor.
- 9.22 Performance of Transaction Documents and Other Documents. After the Closing, each of the Warrantors shall duly perform their respective obligations pursuant to the Transaction Documents and all other ancillary documents, the forms of which are attached thereto, and any other instrument or documents for or in connection with consummation of the transactions contemplated in the Transaction Documents.
- 9.23 Performance of Cooperative Agreements. Each Group Company which is a party hereto shall duly perform, and the Warrantors shall cause each Group Company to duly perform, the Cooperative Agreements entered into by such Group Company. WFOE I shall, and the Warrantors shall cause each WFOE to, and promptly and diligently enforce its rights under the Cooperative Agreements entered into by such Group Company in the event of any breach or violation thereof by any other party thereto.

- 9.24 Disposition of Related Companies of Founder Lu. As soon as practicable but in any event no later than December 31, 2021, Founder Lu shall dispose of all of his equity interests in Jiangsu Ousuo Software Co., Ltd. (江苏欧索软件有限公司) and Suzhou Yunzheng respectively to a third party that is not his Affiliate or Associate, in each case in a manner satisfactory to the Investor, and shall provide the Investor with documents evidencing such disposition (which shall be in form and substance satisfactory to the Investor).
- 9.25 Tax Declaration. To the extent a Form 8832 (Entity Classification Election) or Form SS-4 (Application for Employer Identification Number) is proposed to be filed by or on behalf of any Group Company with the relevant Governmental Authorities (whether pursuant to any Prior Financing Documents or otherwise), the relevant Group Company shall obtain the Investor's prior written consent before making any filing of the aforesaid forms, and any such form to be filed shall be in form and substance satisfactory to the Investor.
- 9.26 Zhong Ou Acquisition. The Warrantors shall duly perform their obligations under the Zhong Ou Acquisition Agreements in accordance with the terms thereof.
- 9.27 Registration with Competent Governmental Authorities. As soon as practicable but in any event no later than December 31, 2021, Beijing Yunxuetang shall and the other Warrantors shall cause Beijing Yunxuetang to, at its election, (a) register the change of its legal address to its actual place of business with competent Governmental Authorities and obtain an updated business license thereof, or (b) be liquidated and de-registered with the relevant Governmental Authorities, in each case in accordance with the applicable PRC Laws, with evidence thereof to be delivered to the Investor.
- 9.28 Filing of Lease. As soon as practicable after the Closing, the Warrantors shall cause the Group Companies to register all their current lease agreements with the competent Governmental Authorities for record, with evidence thereof to be delivered to the Investor.
- 9.29 Management System of the Intellectual Property of Courses. The Warrantors shall cause the Group Companies to implement and maintain a management system of all the Intellectual Properties used in the Courses Materials, under which, including without limitation, (i) with regard to any Intellectual Property solely owned or jointly owned by any Group Company, the Group Companies will claim their ownership of such Intellectual Property in a visible manner showing on the Course Materials or otherwise and make sure that such Intellectual Property will not infringe, violate or misappropriate any third party's rights; and (ii) with regard to any Intellectual Property not owned by any Group Company, the Group Companies will present a disclaimer in a visible manner showing on the Course Materials or otherwise to the audiences of the courses, clearly stating that the Group Companies do not own such Intellectual Property and will not take any responsibility for any actual or alleged infringement, violation or misappropriation of such Intellectual Property.
- 9.30 Business Plan and Budget. The Company shall as soon as practicable but within three (3) months after the Closing or any other longer period approved in writing by the Tencent Director provide to the Investor the business plan and budget for the twelve (12) months following the Closing to the Investor's satisfaction.

- 9.31 Capital Injection and Tax Filing. Unless otherwise agreed to by the Investor in writing, all Proceeds shall be injected into the registered capital of the WFOE I, provided that US\$10,000,000 can be reserved in the offshore bank of the Company to facilitate its overseas payment of relevant professional service charges incurred in connection with the transactions contemplated hereunder and a proposed initial public offering of the Company. In the event of a subsequent sale of Equity Securities in the Company by the Investor in which event the Investor is required to file any income Tax, capital gain Tax or any other transfer Tax with any PRC Governmental Authorities under applicable PRC Laws, each of the Founder Parties, the Company and the WFOE I agrees that, upon the reasonable request of the Investor, he/she/it will exercise reasonable best endeavor to provide or cause to be provided the Investor with necessary information and assistance to facilitate the Investor in its negotiation or communication with the competent PRC Governmental Authorities with respect to the Investor's indirect Tax basis or equity cost in the Group Companies for the purposes of determining any income Tax, capital gain Tax or other transfer Tax calculated with reference to gains made through the subscription, purchase and sale of the Investor's Equity Securities in the Company.
- 9.32 Shareholder Confirmation. As soon as practicable but in any event within three (3) months after the Closing, the Warrantors shall cause each of the Persons who is a shareholder of the Company to execute and issue a confirmation letter to the Company in form and substance satisfactory to the Investor, stating and confirming that, such shareholder of the Company agrees to use its investment amount actually paid into the share capital (and/or share premium) of the Company to calculate its own tax cost basis for equity investment in the Company, provided that the foregoing tax cost basis shall be subject to final determination of the relevant PRC tax authorities. The Company shall not agree to any amendment, revocation, withdrawal or waiver of such confirmation letter without the prior written consent of the Investor, and a copy of such confirmation letter shall be provided to the Investor.
- 9.33 Access. During the period between the date hereof and the Closing, upon the Company's receipt of prior written notice issued by the Investor at least three (3) days in advance, the Warrantors shall permit the Investor, or any representative thereof, to (i) visit and inspect the properties of the Group Companies, (ii) inspect the contracts, books of account, records, ledgers, and other documents and data of the Group Companies, (iii) discuss the business, affairs, finances and accounts of the Group Companies with officers and employees of the Group Companies, and (iv) review such other information as the Investor may reasonably request, in such a manner so as not to unreasonably interfere with their normal operations.
- 9.34 Compliance with Anti-Corruption, Anti-Money Laundering and Trade Control Laws. The Warrantors shall not and shall cause other Group Companies not to, and shall not permit explicitly or implicitly any of its or their respective directors, officers, managers or employees or permit explicitly any of its independent contractors, representatives or agents to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, any third party, including any Public Official, in each case, in violation of any Anti-Corruption Laws. The Warrantors shall cause each of the Group Companies not to, take or permit any actions that is in violation of applicable Compliance Laws, and the Warrantors shall cause each of the Group Companies to, cease all of its or their respective activities or actions, as well as remediate any actions taken by the Group Companies, or any of their respective directors, officers, managers, employees, independent contractors, representatives or agents, that are in violation of any Compliance Laws. As soon as practicable and in any event within six (6) months after the Closing, the Warrantors shall cause each of the Group Companies to, maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to the reasonable satisfaction of the Investor to ensure compliance with the Compliance Laws and other applicable Laws.

9.35 Establishment of Subsidiaries or Branches in Qingdao and Chengdu. As soon as practicable after the Closing, the existing offices in Qingdao and Chengdu operated by the Group Companies shall be registered as a subsidiary or branch of a Group Company.

9.36 Contribution of Registered Capital of Suzhou Xuancai. As soon as practicable but in any event within three (3) months after the Closing, Suzhou Xuancai shall, the Warrantors shall cause Suzhou Xuancai to, amend the deadline for contribution of the registered capital of Suzhou Xuancai in its articles of association to a later date in light of the estimated contribution schedule determined by the Board.

10. MISCELLANEOUS.

10.1 Indemnity.

- (a) The Warrantors shall, jointly and severally, indemnify the Investor, and its Affiliates, each of their respective directors, officers, employees, agents and assigns (each, an “Indemnitee”) from and against any losses, liabilities, damages, Liens, Taxes, penalties, necessary costs and expenses, including reasonable advisor’s fees and other reasonable expenses of investigation and defense of any of the foregoing, incurred by such Indemnitee (the “Indemnifiable Loss”) as a result of (i) any breach of any representation or warranty made by any Warrantor in this Agreement, the Disclosure Schedule, any other Transaction Document or any other schedule, instrument or certificate delivered pursuant to this Agreement or any other Transaction Document; (ii) any breach or default in performance by any Warrantor of any covenant, agreement or obligation of any Warrantor as set forth in this Agreement, any other Transaction Document or any schedule, instrument or certificate delivered pursuant to this Agreement or any other Transaction Document; and (iii) any non-compliance (whether before or after the Closing) with applicable Laws (including without limitation, conducting the Business without obtaining proper Permits from the competent Governmental Authorities or holders of Intellectual Property rights, and failure to withhold/pay any tax for or on behalf of the employees or make full contributions and payments for or on behalf of the employees in respect of all statutory social insurance and housing plans on a timely basis as required by the applicable Laws).
- (b) If an Indemnitee believes that it has a claim that may give rise to an indemnity obligation of any Warrantor hereunder, it shall promptly notify the Warrantors stating specifically the basis on which such claim is being made, the material facts related thereto, and (if ascertainable or quantifiable) the amount of the claim asserted; provided that failure to provide such notice (each, a “Claim Notice”) shall not relieve any Warrantor from its indemnification obligation hereunder except to the extent such Warrantor has been actually and materially prejudiced by such failure. For purposes hereof, notice delivered to the Company at the Company’s address pursuant to Section 10.6 shall constitute effective notice to all Warrantors. In the event of a third party claim against an Indemnitee for which such Indemnitee seeks indemnification from the Warrantors, no settlement shall be deemed conclusive with respect whether there was an Indemnifiable Loss or the amount of such Indemnifiable Loss unless such settlement is consented to by the Warrantors. Notwithstanding the foregoing sentence, any undisputed portion of Indemnifiable Loss claimed by an Indemnitee shall be indemnified and paid by the Warrantors to such Indemnitee within twenty (20) Business Days upon delivery of the notice by such Indemnitee without further action on its part. Any dispute related to this Section 10.1(b) shall be resolved pursuant to Section 10.15 hereof.

- (c) Specifically, but not by way of limitation, the Warrantors shall jointly and severally indemnify any Indemnitee for any Indemnifiable Losses suffered by such Indemnitee as a result of or arising out of:
- (i) any Warrantor's failure to withhold any tax, or pay any tax or social insurance or housing funds (including any non-payment or underpayment thereof) in accordance with the applicable Laws for all tax periods or contribution periods (as applicable);
 - (ii) any Founder Party's and/or any Group Company's failure to comply with any applicable Laws (including without limitation any Founder Party's and/or Group Company's failure to comply with any tax or labor related Laws) in any material respects that incurred or existed on or prior to the Closing Date;
 - (iii) any liability incurred by any Group Company arising out of or in connection with any infringement upon any other Person's rights to Intellectual Property, including without limitation, (A) infringement, violation or misappropriation of any Intellectual Property of any third party in connection with the use of any trademarks by the Group Companies; or (B) infringement, violation or misappropriation of any Intellectual Property of any third party in or to any Course Materials used by the Group Companies;
 - (iv) any Group Company's failure to timely obtain from the competent Governmental Authorities or duly maintain any Permit in accordance with the applicable Laws (including but not limited to lacking of the Online Broadcasting License, the Network Culture License, the Internet Publication Permit, the School Permit or the SP License, or insufficiency in the scope of permitted business covered by any value-added telecommunication permit held by any Group Company, in each case, to the extent such Permit or scope of business is required by applicable Law), or any Group Company's breach of or default under any such Permit;
 - (v) any of the Founder's Affiliates' or Associates' conduct of any business that is the same or similar to or otherwise competes with the Business of the Group Companies (the "Affiliate's Competition") or the Group Companies' failure to consummate a Qualified Public Offering due to the Affiliate's Competition;

- (vi) any failure of Founder Lu or any other Domestic Resident to register and/or update his/her respective holding of equity interest in the Group Companies with the competent Governmental Authorities as required under Circular 37 and/or any other applicable Laws of the PRC.
 - (d) Notwithstanding anything to the contrary, the indemnification obligations of the Warrantors under sub-clauses (i) through (vi) under Section 10.1(c) shall not be prejudiced or qualified by or be otherwise subject to any disclosure (in the Disclosure Schedule or otherwise) and shall apply regardless of whether the Warrantors or Indemnitees have any actual or constructive knowledge with respect thereto.
 - (e) The indemnification provisions contained in this Section 10.1 are in addition to, and not in derogation of, any statutory, equitable or common-law remedy any party or Indemnitee may otherwise have. No information (other than as disclosed in the Disclosure Schedule) relating to the Group Companies or the Founder Parties of which any Indemnitee has knowledge (actual or constructive) and no investigation by or on behalf of any Indemnitee shall prejudice any claim made by any Indemnitee under the indemnity contained in this Section 10.1 or operate to reduce any amount recoverable thereunder. It shall not be a defense to any claim against the Warrantors that an Indemnitee knew or ought to have known or had constructive knowledge of any information (other than as disclosed in the Disclosure Schedule) relating to the circumstances giving rise to such claim.
 - (f) The representations and warranties as they were made on the respective dates by the Warrantors herein shall survive the Closing. Such representations and warranties of the Warrantors shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of the Investor. All covenants or agreements shall survive the Closing and remain in full force and effect in accordance with their terms.
- 10.2 Limitation of Indemnity. The indemnification provided in Section 10.1 is subject to the following limitations: an Indemnitee shall: (i) first seek indemnification from the Group Companies with respect to the whole and entire amount of the Indemnifiable Losses; and (ii) only in the event that the Group Companies are unable to (or have otherwise failed to) pay the Indemnitee the whole and entire amount of such Indemnifiable Losses within ninety (90) days after receipt of a Claim Notice, and to the extent the Indemnifiable Losses were resulted from any decision or action made or taken by the Warrantors without the approval of the Board (including the approval of Tencent Director only with respect to such decisions or actions made or taken after the Closing) in advance and constitutes gross negligence, willful misconduct or fraud of the Warrantors, the Indemnitee may seek indemnification with respect to any unpaid portion of the Indemnifiable Losses from the Founder Parties.
- 10.3 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of Hong Kong as to matters within the scope thereof, without regard to its principles of conflicts of laws.

- 10.4 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. This Agreement and the rights and obligations herein may not be assigned by any of the Warrantors without the written consent of the Investor. This Agreement and the rights and obligations therein may be assigned by the Investor to any of its Affiliates or any transferee of the Purchased Shares in a transfer that complies with the Shareholders Agreement without any consent of the other parties. Any Person who is not a party to this Agreement shall not have any rights under the *Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong)* to enforce, or to enjoy the benefit of, any term of this Agreement, provided that each Indemnitee shall be an express third party beneficiary who may enforce this Agreement pursuant to Section 10.1 and Section 10.2.
- 10.5 Entire Agreement. This Agreement, the other Transaction Documents, and the schedules and exhibits hereto and thereto, which are hereby expressly incorporated herein by this reference constitute the entire understanding and agreement between the parties with regard to the subjects hereof and thereof; provided however, that nothing in this Agreement or related agreements shall be deemed to terminate or supersede the provisions of any confidentiality and nondisclosure agreements executed by the parties hereto prior to the date hereof, which agreements shall continue in full force and effect until terminated in accordance with their respective terms.
- 10.6 Notices. Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other party, upon delivery; (b) when sent by facsimile at the number set forth in Schedule VI hereto, upon receipt of confirmation of error-free transmission; (c) when sent by electronic-mail at the e-mail address set forth in Schedule VI hereto, upon being sent unless failure delivery notice is received; (d) seven (7) Business Days after deposit in the mail as air mail or certified mail, receipt requested, postage prepaid and addressed to the relevant party or parties as set forth in Schedule VI; or (e) three (3) Business Days after deposit with an overnight delivery service, postage prepaid, addressed to the relevant parties as set forth in Schedule VI with next business day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider. Each Person making a communication hereunder by facsimile shall promptly confirm by telephone to the Person to whom such communication was addressed each communication made by it by facsimile pursuant hereto, but the absence of such confirmation shall not affect the validity of any such communication. A party may change or supplement the addresses set forth in Schedule VI, or designate additional addresses, for purposes of this Section 10.6, by giving the other parties written notice of the new address in the manner set forth above.
- 10.7 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consents of the Company, Founder Lu and the Investor. Any amendment effected in accordance with this Section 10.7 shall be binding upon each party hereto and each of their respective successors and assigns. Any term of this Agreement and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the party against whom such waiver is sought. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

- 10.8 Waivers of Certain Shareholder's Rights. Each of the Founder Parties by executing this Agreement, hereby waives any anti-dilution rights, rights of first refusal, preemptive rights and all other similar rights in connection with the issuance of the Purchased Shares.
- 10.9 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Warrantor or Investor, upon any breach or default of any party hereto under this Agreement, shall impair any such right, power or remedy of such Warrantor or Investor, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach of default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Warrantor or Investor of any breach of default under this Agreement or any waiver on the part of any Warrantor or Investor of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. Subject to Section 10.1 and Section 10.2, all remedies, either under this Agreement, or by Law or otherwise afforded to the Warrantors and the Investor shall be cumulative and not alternative.
- 10.10 Interpretation; Titles and Subtitles. This Agreement shall be construed according to its fair language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless otherwise expressly provided herein, (i) all references to Sections and Exhibits herein are to Sections and Exhibits of this Agreement; (ii) the words "include" and "including", and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation"; (iii) the term "or" is not exclusive; (iv) words in the singular include the plural, and words in the plural include the singular; (v) the terms "herein", "hereof", and other similar words refer to this Agreement as a whole and not to any particular section, subsection, paragraph, clause, or other subdivision; (vi) the masculine, feminine, and neuter genders will each be deemed to include the others; (vii) the terms "shall", "will", and "agrees" are mandatory, and the term "may" is permissive; (viii) the term "day" shall mean "calendar day", and "month" shall mean calendar month, (ix) all references in this Agreement to designated Schedules, Exhibits and Appendices are to the Schedules, Exhibits and Appendices attached to this Agreement unless the context otherwise requires, (x) the phrase "directly or indirectly" shall mean directly, or indirectly through one or more intermediate Persons or through contractual or other arrangements, and "direct or indirect" has the correlative meaning, (xi) references to Laws include any such law modifying, reenacting, extending or made pursuant to the same or which is modified, reenacted, or extended by the same or pursuant to which the same is made, (xii) each representation, warranty, agreement, and covenant contained herein will have independent significance, regardless of whether also addressed by a different or more specific representation, warranty, agreement, or covenant, (xiii) references to this Agreement, any other Transaction Documents and any other document shall be construed as references to such document as the same may be amended, supplemented or novated from time to time, (xiv) all references to dollars or to "US\$" are to currency of the United States of America and all references to "RMB" are to currency of the PRC (and each shall be deemed to include reference to the equivalent amount in other currencies), and (xv) references to a Party includes a reference to that Party's successors and permitted assigns.

- 10.11 Language and Counterparts. This Agreement has been negotiated, concluded and executed in English language. This Agreement may be executed (including facsimile signature) in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and emailed copies of signatures shall be deemed to be originals for the purposes of the effectiveness of this Agreement.
- 10.12 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be construed, to the extent feasible, so as to render the provision enforceable and to provide for the consummation of the transactions contemplated hereby on substantially the same terms as originally set forth herein, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the severed provision is essential to the rights or benefits intended by the parties. In such event, the parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects the parties' intent in entering into this Agreement.
- 10.13 Confidentiality and Non-Disclosure. The parties hereto agree to be bound by the confidentiality and non-disclosure provisions of Section 8 of the Shareholders Agreement, which shall mutatis mutandis apply.
- 10.14 Further Assurances. Each party shall from time to time and at all times hereafter make, do, execute, or cause or procure to be made, done and executed such further acts, deeds, conveyances, consents and assurances without further consideration, which may reasonably be required to effect the transactions contemplated by this Agreement.
- 10.15 Dispute Resolution.
- (a) Negotiation Between Parties. The parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of all parties within thirty (30) days, Section 10.15(b) shall apply.
- (b) Arbitration. In the event the parties are unable to settle a dispute between them regarding this Agreement in accordance with subsection (a) above, such dispute, including the validity, invalidity, breach or termination of this Agreement, shall be referred to and finally settled by arbitration at the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the HKIAC Arbitration Rules (the "HKIAC Rules") then in effect, which rules are deemed to be incorporated by reference into this subsection (b). There shall be three (3) arbitrators. Where there are more than one (1) party to one (1) side of the dispute, the parties whose interests are aligned shall jointly select one (1) arbitrator. The other party to such a dispute shall select one (1) arbitrator. The HKIAC shall select the third arbitrator. Any such arbitration shall be administered by HKIAC in accordance with HKIAC Procedures for Arbitration in force at the date of this Agreement including such additions to the HKIAC Rules as are therein contained. The decision of the arbitrators (by rule of majority) shall be final and binding on the parties (including any decision on their fees) and their fees shall be borne and paid by the parties in such proportions as the arbitrators shall determine.

- 10.16 Expenses. If the Closing occurs or fails to occur for reasons solely attributable to the Group Companies and/or the Founder Parties, the Company shall reimburse and/or pay all legal, accounting, due diligence, administrative and other expenses and costs actually incurred by the Investor in connection with the Transaction Documents and the transactions contemplated thereby (including out-of-pocket expenses, third party consulting or advisory expenses and legal, accounting and other costs and expenses), for up to US\$180,000. In any other circumstances, each Party shall bear all of its own costs and expenses incurred or to be incurred by it in connection with the Transaction Documents and the transactions contemplated thereby respectively.
- 10.17 Termination. Unless otherwise agreed herein, this Agreement may be terminated (i) by the Investor on or after January 31, 2021 or any later date as mutually agreed upon by the Investor and the Company in writing (the “Termination Date”), by written notice to the Company, if the Closing has not occurred on or prior to the Termination Date, provided that the Investor is not in material default of any of its obligations hereunder, or (ii) by the Investor in the event of any material breach or violation of any representation or warranty, covenant or agreement contained herein or in any of the other Transaction Documents by any Warrantor that is not curable or if curable, is not cured within twenty (20) Business Days of written notice given by the Investor. If this Agreement is terminated pursuant to this Section 10.17, this Agreement will be of no further force or effect, and the rights and obligations of the parties hereunder shall terminate and expire without any liability on any party to any other party; provided that Section 1 and this Section 10 shall survive the termination of this Agreement and shall continue in full force and effect pursuant to their terms. Such termination under this Section 10.17 shall be without prejudice to any claims for damages or other remedies that the parties may have under this Agreement or applicable Law and shall not relieve any party from any liability for any breach or violation of this Agreement.
- 10.18 No Recourse. Notwithstanding anything to the contrary in this Agreement or any other Transaction Documents, each Warrantor agrees and covenants that it shall not, and shall cause each of its Affiliates, directors, officers or employees not to, seek any remedy from, make any claim against, or otherwise have any recourse against, any of the Investor’s current or future Affiliates or its and their respective equity holders, directors, officers, employees, representatives, members, agents, or general or limited partners, whether by legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Laws, with respect to any matters under or in connection with this Agreement or any other Transaction Documents, provided that the Investor shall not voluntarily initiate any liquidation, dissolution or winding-up proceeding for so long as it holds any equity interests in the Group Companies.
- 10.19 Specific Performance. The parties hereto acknowledge and agree that irreparable harm may occur for which monetary damages may not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement.

[The remainder of this page has been intentionally left blank.]

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

THE GROUP COMPANIES:

UNICENTURY GROUP HOLDING LIMITED

By: /s/ Lu Xiaoyan
Name:
Title:

YXT.COM Holding Limited

By: /s/ Lu Xiaoyan
Name:
Title:

YXT.COM (HK) LIMITED (雲學堂控股(香港)有限公司)

By: /s/ Lu Xiaoyan
Name:
Title:

Yunxuetang Information Technology (Jiangsu) Co., Ltd.

(云学堂信息科技(江苏)有限公司)
(corporate seal affixed hereto)

By: /s/ Lu Xiaoyan
Name:
Title:

Jiangsu Yunxuetang Network Technology Co., Ltd.

(江苏云学堂网络科技有限公司)
(corporate seal affixed hereto)

By: /s/ Lu Xiaoyan
Name:
Title:

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

THE GROUP COMPANIES:

Beijing Yunxuetang Network Technology Co., Ltd.
(北京云学堂网络科技有限公司)
(corporate seal affixed hereto)

By: /s/ Lu Xiaoyan
Name:
Title:

Suzhou Xuancai Network Technology Co., Ltd.
(苏州炫彩网络科技有限公司)
(corporate seal affixed hereto)

By: /s/ Lu Xiaoyan
Name:
Title:

Suzhou Xiwenlejian Network Technology Co., Ltd.
(苏州喜闻乐见网络科技有限公司)
(corporate seal affixed hereto)

By: /s/ Zu Teng
Name:
Title:

Beijing Guoshi Technology Go., Ltd.
(北京果识科技有限公司)
(corporate seal affixed hereto)

By: /s/ Zu Teng
Name:
Title:

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

THE GROUP COMPANIES:

Digital B-School China Limited

By: /s/ Lu Xiaoyan

Name:

Title:

CEIBS Management Ltd.

By: /s/ Lu Xiaoyan

Name:

Title:

Signature Page to Series E Preferred Share Purchase Agreement of Unicentury Group Holding Limited

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

THE FOUNDER PARTIES:

Founder Lu

Lu Xiaoyan
(卢小燕)

/s/ Lu Xiaoyan

Founder Lu Holdco

UNICENTURY HOLDINGS LIMITED

By: /s/ Lu Xiaoyan

Name: Lu Xiaoyan (卢小燕)

Title: Director

Signature Page to Series E Preferred Share Purchase Agreement of Unicentury Group Holding Limited

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

THE INVESTOR:

Image Frame Investment (HK) Limited

By: /s/ Ma Huateng

Name: Ma Huateng

Title: Authorized Signatory

Signature Page to Series E Preferred Share Purchase Agreement of Unicentury Group Holding Limited

LIST OF SCHEDULES AND EXHIBITS

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Schedule II	Particulars of Group Companies
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Exhibit C	Form of Third Amended and Restated Share Restriction Agreement
Exhibit D	Form of Director Indemnification Agreement
Exhibit E	Form of Wire Transfer Instructions

SCHEDULE I
List of Founder Parties

SCHEDULE II
Particulars of Group Companies

SCHEDULE III
Capitalization Table

SCHEDULE IV
Disclosure Schedule

SCHEDULE V
List of Key Employees

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EXHIBIT A
Form of Restated Articles

EXHIBIT B
Form of Fourth Amended and Restated Shareholders Agreement

EXHIBIT C
Form of Third Amended and Restated Share Restriction Agreement

EXHIBIT D
Form of Director Indemnification Agreement

EXHIBIT E
Form of Wire Transfer Instructions

UNICENTURY GROUP HOLDING LIMITED

YXT.COM HOLDING LIMITED

YXT.COM (HK) LIMITED (雲學堂控股(香港)有限公司)

YUNXUETANG INFORMATION TECHNOLOGY (JIANGSU) CO., LTD. (云学堂信息科技(江苏)有限公司)

JIANGSU YUNXUETANG NETWORK TECHNOLOGY CO., LTD. (江苏云学堂网络科技有限公司)

BEIJING YUNXUETANG NETWORK TECHNOLOGY CO., LTD. (北京云学堂网络科技有限公司)

SUZHOU XUANCAI NETWORK TECHNOLOGY CO., LTD. (苏州炫彩网络科技有限公司)

SUZHOU XIWENLEJIAN NETWORK TECHNOLOGY CO., LTD. (苏州喜闻乐见网络科技有限公司)

BEIJING GUOSHI TECHNOLOGY CO., LTD. (北京果识科技有限公司)

DIGITAL B-SCHOOL CHINA LIMITED

CEIBS MANAGEMENT LTD.

THE PERSONS LISTED IN SCHEDULE I-A

AND

MATRIX PARTNERS CHINA VI HONG KONG LIMITED

Hundreds Three Fund Limited Partnership

SCC Growth VI Holdco E, Ltd.

SERIES E2 PREFERRED SHARE PURCHASE AGREEMENT

DATED MARCH 22, 2021

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THIS SERIES E2 PREFERRED SHARE PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of March 22, 2021, by and among:

- (1) **UNICENTURY GROUP HOLDING LIMITED**, an exempted company incorporated in the Cayman Islands with limited liability (the “Company”);
- (2) **YXT.COM Holding Limited**, a business company incorporated and existing under the Laws of the British Virgin Islands (the “BVI Subsidiary I”);
- (3) **YXT.COM (HK) LIMITED** (雲學堂控股(香港)有限公司), a company incorporated and existing under the Laws of Hong Kong (the “HK Subsidiary I”);
- (4) **Yunxuetang Information Technology (Jiangsu) Co., Ltd.** (云学堂信息科技(江苏)有限公司), a wholly foreign owned enterprise incorporated and existing under the Laws of the PRC (the “WFOE I”);
- (5) **Jiangsu Yunxuetang Network Technology Co., Ltd.** (江苏云学堂网络科技有限公司), a company incorporated and existing under the Laws of the PRC (“Jiangsu Yunxuetang”);
- (6) **Beijing Yunxuetang Network Technology Co., Ltd.** (北京云学堂网络科技有限公司), a company incorporated and existing under the Laws of the PRC (“Beijing Yunxuetang”);
- (7) **Suzhou Xuancai Network Technology Co., Ltd.** (苏州炫彩网络科技有限公司), a company incorporated and existing under the Laws of the PRC (“Suzhou Xuancai”);
- (8) **Suzhou Xiwenlejian Network Technology Co., Ltd.** (苏州喜闻乐见网络科技有限公司), a company incorporated and existing under the Laws of the PRC (“XWLJ”);
- (9) **Beijing Guoshi Technology Co., Ltd.** (北京果识科技有限公司), a company incorporated and existing under the Laws of the PRC (“Beijing Guoshi”);
- (10) **Digital B-School China Limited**, an exempted company incorporated and existing under the Laws of the Cayman Islands (the “Cayman Subsidiary”);
- (11) **CEIBS Management Ltd.**, a limited company incorporated and existing under the Laws of the British Virgin Islands (the “BVI Subsidiary II”);
- (12) **Lu Xiaoyan** (卢小燕) (a/k/a 卢睿泽), a PRC citizen with the PRC ID Card No. being (“Founder Lu”);
- (13) **Unicentury Holdings Limited**, a business company incorporated in the British Virgin Islands with limited liability which is wholly owned by Founder Lu (“Founder Lu Holdco”, together with Founder Lu, the “Founder Parties”, and each a “Founder Party”); and

(14) The Persons as set forth on Schedule I-B (each an “Investor” and collectively, the “Investors”).

RECITALS

WHEREAS:

A. The Company holds one hundred percent (100%) of the equity interest of the BVI Subsidiary I. The BVI Subsidiary I holds one hundred percent (100%) of the equity interest of the HK Subsidiary I. The HK Subsidiary I holds one hundred percent (100%) of the equity interest of the WFOE I, which in turn controls Jiangsu Yunxuetang through the Yunxuetang Cooperative Agreements (as defined below).

B. The Company holds one hundred percent (100%) of the equity interest of the Cayman Subsidiary and BVI Subsidiary II, respectively. The Cayman Subsidiary and the BVI Subsidiary II together hold sixty percent (60%) of the equity interest of CEIBS Publishing Group Limited, a company incorporated and existing under the Laws of Hong Kong (the “HK Subsidiary II”, together with the HK Subsidiary I, the “HK Subsidiaries”, and each a “HK Subsidiary”). The HK Subsidiary II holds one hundred percent (100%) of the equity interest of Fenghe Corporation Management Consulting CO., Ltd. (枫合企业管理咨询 (上海) 有限公司), a company incorporated and existing under the Laws of PRC (the “WFOE II”, together with the WFOE I, the “WFOEs”, and each a “WFOE”), which in turn controls Shanghai Fenghe Culture Communication Co., Ltd. (上海峰禾文化传播有限公司), a company incorporated and existing under the Laws of PRC (“Shanghai Fenghe”) through the Fenghe Cooperative Agreements (as defined below) and Shanghai Zhong Ou International Culture Communication Co., Ltd. (上海中欧国际文化传播有限公司), a company incorporated and existing under the Laws of PRC (“Shanghai Zhong Ou”, together with Jiangsu Yunxuetang, Beijing Yunxuetang, Suzhou Xuancai, XWLJ, Beijing Guoshi, and Shanghai Fenghe, the “Domestic Companies”, and each a “Domestic Company”) through the Zhong Ou Cooperative Agreements (as defined below, together with the Yunxuetang Cooperative Agreements and the Fenghe Cooperative Agreements, the “Cooperative Agreements”). Further particulars of the Group Companies as of the date hereof are set out in Schedule II to this Agreement.

C. The Group Companies collectively engage in the business of research and development of software (including Software-as-a-Service or “SaaS”), development and operation of internet or mobile network platforms and design, production, distribution and sale of multimedia courses, in each case, related to professional/skill training or education and enterprise informatization, and providing of related technical, consulting and supporting services, and other business as approved by the Board (the “Business”). The Company seeks expansion capital to grow the Business and, correspondingly, seeks to secure investment from the Investors, on the terms and conditions set forth herein.

D. The Company desires to issue and sell to each Investor, and each Investor desires to purchase from the Company, certain number of series E2 convertible redeemable preferred shares, par value US\$0.0001 per share, of the Company (the “Series E2 Preferred Shares”) on the terms and conditions herein.

E. Matrix, April Sky Management Limited (“April Sky”) and the Company entered into a share transfer agreement (the “April Share Transfer Agreement”) on February 5, 2021, pursuant to which, Matrix has purchased from April Sky 1,501,006 Ordinary Shares of the Company (the “April Transferred Shares”);

F. Matrix and Founder Lu Holdco intend to enter into a share transfer agreement (the “Founder Lu Share Transfer Agreement”) on the date hereof, pursuant to which, Founder Lu Holdco desires to transfer to Matrix, and Matrix desires to purchase from Founder Lu Holdco, certain number of Ordinary Shares of the Company (the “Founder Lu Transferred Shares”, together with the April Transferred Shares, the “Transferred Shares”). It is expected that the closing of such transfer and the Closing hereunder will occur concurrently and shall be conditional on the occurrence of each other.

AGREEMENT

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

1. DEFINITIONS.

1.1 Certain Defined Terms. As used in this Agreement, the following terms shall have the following respective meanings:

“Action” means any notice, charge, claim, action, complaint, petition, investigation, suit or other proceeding, whether administrative, civil or criminal, whether at law or in equity, and whether or not before any mediator, arbitrator or Governmental Authority.

“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.

“Anti-Corruption Laws” means Laws relating to anti-bribery or anticorruption (governmental or commercial), which are applicable to the business and dealings of any Group Company, and their respective shareholders, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act of 2010, as amended, the Anti-Unfair Competition Law of the PRC, the Criminal Law of the PRC, and the Provision Regulations on Anti-Commercial Bribery.

“Anti-Money Laundering Laws” means Laws relating to money laundering, including, without limitation, financial recordkeeping and reporting requirements, which apply to the business and dealings of any Group Company, and their shareholders; such as, without limitation, the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the U.S. Money Laundering Control Act of 1986, as amended, the UK Proceeds of Crime Act 2002, the UK Terrorism Act 2000, as amended, all money laundering-related laws of other jurisdictions where any Group Company conducts business or own asset.

“Associate” means, in relation to an individual, any of his or her Family Members, nominee or trustee of any trust in which such individual or any of his or her Family Members is a beneficiary or a discretionary object, or any Affiliate of any of the aforesaid persons or any person acting under his or her instructions (pursuant to an agreement or arrangement, formal or otherwise) in each case from time to time.

“Balance Sheet Date” means December 31, 2020.

“Board” means the board of directors of the Company.

“Business Day” means any day, other than a Saturday, Sunday or any public holidays, on which banks are ordinarily open for business in the Cayman Islands, Hong Kong, and the PRC.

“Company Owned Intellectual Property” means any Intellectual Property owned by the Group Companies.

“Compliance Laws” means Laws relating to anti-bribery, anti-corruption, anti-money laundering, and trade control, including the Anti-Corruption Laws, the Anti-Money Laundering Laws and the Trade Control Laws.

“Contract” means, a contract, agreement, understanding, indenture, note, bond, loan, instrument, lease, mortgage, franchise, license, commitment, purchase order, and other legally binding arrangement, whether written or oral.

“control” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise, and such power shall conclusively be presumed to exist upon (i) the possession, directly or indirectly, of more than fifty percent (50%) ownership interest of such Person; (ii) the possession, directly or indirectly, of more than fifty percent (50%) of voting securities of such Person; or (iii) the possession, directly or indirectly, of the power to nominate or appoint a majority of the members of the board of directors or similar governing body of such Person; and the terms “controlling” and “controlled” and “under common control with” have meanings correlative to the foregoing.

“Circular 7” means the Circular of the State Administration of Foreign Exchange on Foreign Exchange Administration of Domestic Individuals’ Participation in Share Incentive Plan of Offshore Public Companies (《关于境内个人参与境外上市公司股权激励计划外汇管理有关问题的通知》) and its successor regulations, implementing rules and guidelines under the Laws of the PRC.

“Circular 37” means the Circular of the State Administration of Foreign Exchange on Relevant Issues concerning Foreign Exchange Administration of Offshore Financing, Investment and Roundtrip Investment through Special Purpose Companies by PRC Residents (《关于境内居民通过特殊目的公司境外投融资及返程投资外汇管理有关问题的通知》) and its successor regulations, implementing rules and guidelines under the Laws of the PRC.

“Course Materials” means any course materials, including but not limited to, handouts, presentation materials and downloadable contents, that are used by the Domestic Companies in connection with the conduct of the Business, whether or not developed (i) independently by the Domestic Companies, (ii) jointly with any third parties, or (iii) independently by any third parties.

“Existing Articles” means the Sixth Amended and Restated Memorandum and Articles of Association of the Company adopted by a special resolution passed on January 25, 2021.

“Existing Shareholders Agreement” means the Fourth Amended and Restated Shareholders Agreement dated January 25, 2021 by and among the Company, the Cayman Subsidiary, the BVI Subsidiaries, the HK Subsidiary I, the WFOE I, Jiangsu Yunxuetang, Beijing Yunxuetang, Suzhou Xuancai, XWLJ, Beijing Guoshi, Founder Lu, the existing shareholders of the Company and other parties thereto.

“Employee Benefit Plan” means any employment Contract, deferred compensation Contract, bonus plan, incentive plan, profit sharing plan, retirement Contract or other employment compensation Contract or any other plan which provides or provided benefits for any past or present employee, officer, consultant, and/or director of any Group Company or with respect to which contributions are or have been made on account of any past or present employee, officer, consultant, and/or director of any Group Company.

“Equity Securities” means, with respect to any Person that is a legal entity, any and all shares of capital stock, membership interests, units, profits interests, ownership interest, equity interest, registered capital, and other equity securities of such Person, and any right, warrant, option, call, commitment, conversion privilege, preemptive right or other right to acquire any of the foregoing, or security convertible into, exchangeable or exercisable for any of the foregoing, or any contract providing for the acquisition of any of the foregoing.

“ESOP” means an employee stock option, equity incentive, purchase or participation plan or equivalent for the benefit of the employees, officers, directors, advisors, contractors and consultants of the Group Companies.

“Family Members” of an individual means his or her spouse, children or step-children, grandchildren, brothers, sisters, parents, grandparents, in-laws and each person who lives together with this individual in the same household.

“Fenghe Cooperative Agreements” means:

- (i) the Exclusive Technology and Consulting Service Agreement (独家技术与咨询服务协议) by and between the WFOE II and Shanghai Fenghe dated June 24, 2020;
- (ii) the Exclusive Option Agreement (独家购买权协议) by and among the WFOE II, Shanghai Fenghe and the equity holders of Shanghai Fenghe dated June 24, 2020;
- (iii) the Equity Pledge Agreement (股权质押协议) by and among the WFOE II, Shanghai Fenghe and the equity holders of Shanghai Fenghe dated June 24, 2020; and
- (iv) the Shareholders Voting Rights Proxy Agreement (股东表决权委托协议) by and among the WFOE II, Shanghai Fenghe and the equity holders of Shanghai Fenghe dated June 24, 2020.

“Financial Statements” means, collectively:

- (i) the consolidated and unaudited income statements, statements of cash flows and balance sheets of the Company (without incorporating the Cayman Subsidiary, the BVI Subsidiary II, the HK Subsidiary II, the WFOE II, Shanghai Fenghe and Shanghai Zhong Ou in the scope of its consolidated financial statements) for the fiscal years ended December 31, 2019 and December 31, 2020;
- (ii) the consolidated and unaudited income statements, statements of cash flows and balance sheets of the Company for the fiscal year ended December 31, 2020; and
- (iii) unaudited income statements, statements of cash flows and balance sheets for each of Shanghai Fenghe and Shanghai Zhong Ou for fiscal years ended December 31, 2019 and December 31, 2020.

“Group Companies” or the “Group” means collectively the Company, the Cayman Subsidiary, the BVI Subsidiary I, the BVI Subsidiary II, the HK Subsidiary I, the HK Subsidiary II, the WFOEs, the Domestic Companies and each other entity which is directly or indirectly controlled by the Company or whose financial statements are consolidated with those of the Company in accordance with the IFRS and are recorded on the books of the Company for financial reporting purposes (each, a “Group Company”).

“Governmental Authority(ies)” means any government of any nation or any federation, province or state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any Governmental Authority, agency, department, board, commission or instrumentality of the PRC or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“IFRS” means the International Financial Reporting Standards, as may be amended from time to time.

“Intellectual Property” means all patents, patent applications, trademarks, service marks, trade names, domain names, copyrights, copyright registrations and applications and all other rights corresponding thereto, inventions, databases and all rights therein, all computer software including all source code, object code, firmware, development tools, files, records and data, including all media on which any of the foregoing is stored, formulas, designs, trade secrets, confidential and proprietary information, proprietary rights, know-how and processes of a company, and all documentation related to any of the foregoing.

“Law” or “Laws” means any and all provisions of any applicable constitution, treaty, statute, law, regulation, ordinance, code, rule, or rule of common law, any governmental approval, concession, grant, franchise, license, agreement, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, in each case as amended, and any and all applicable governmental orders.

“Lien” means any claim, charge, easement, encumbrance, lease, covenant, security interest, lien, option, pledge, rights of others, or restriction (whether on voting, sale, transfer, disposition or otherwise), whether imposed by contract, understanding, Law, equity or otherwise.

“Material Adverse Effect” means any change, effect, event, occurrence, state of fact or development that, individually or together with any one or more changes, effects events, occurrences, states of facts or developments, has had or would be reasonably expected to have a material adverse impact on (i) the business, operation, assets (including intangible assets), liabilities, financial position, earnings, financial or other condition, prospects, properties, or results of operations of the Group Companies taken as a whole, or (ii) the ability of the Company, any other Group Company or the Founder Parties to perform the material obligations of such Person hereunder or under any other Transaction Document in accordance with their terms, as applicable, other than effects due to or resulting from (a) changes in general economic or market conditions; (b) matters generally affecting the industries in which the Group Companies operate; (c) changes in generally accepted accounting principles or standards applicable to any member of the Group Companies; (d) changes in Laws; and (e) acts taken or omissions made in accordance with Transaction Documents or at the request of the Investors; provided that (i) effects due to or resulting from the foregoing clause (a) or (b) shall be excluded from the definition of “Material Adverse Effect” only to the extent that the Group Companies are not disproportionately affected by comparison to other companies with the same or similar level of valuation operating in the industries in which the Group Companies operate, and (ii) effects due to or resulting from the foregoing clause (d) shall be excluded from the definition of “Material Adverse Effect” only to the extent that the Group Companies are not disproportionately affected by comparison to other companies whose principal business is the same as or similar to that of the Group.

“Matrix” means Matrix Partners China VI Hong Kong Limited.

“Non-wholly Owned/Controlled Subsidiaries” means the Group Companies whose equity interests are not one-hundred percent (100%) held or controlled (whether directly or indirectly) by the Company, including without limitation the HK Subsidiary II, the WFOE II, Shanghai Fenghe and Shanghai Zhong Ou, and a “Non-wholly Owned/Controlled Subsidiary” means any of them.

“Offshore Group Companies” means the Company, the BVI Subsidiary I, the HK Subsidiary I, the Cayman Subsidiary, the BVI Subsidiary II and the HK Subsidiary II collectively, and “Offshore Group Company” means any of the foregoing.

“Ordinary Shares” shall mean, the Company’s ordinary shares, par value US\$0.0001 per share.

“Permit” means any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any Person, including any Governmental Authority.

“Person” means, any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

“PRC” means the People’s Republic of China, but solely for the purposes of this Agreement and the other Transaction Documents, excluding Hong Kong, the Macau Special Administrative Region and the islands of Taiwan.

“PRC GAAP” means the PRC generally accepted accounting principles.

“Preferred Shares” means the Series A Preferred Shares, the Series B Preferred Shares, the Series C Preferred Shares, the Series D Preferred Shares, the Series E Preferred Shares and the Series E2 Preferred Shares collectively.

“Prior Financing Documents” means collectively:

- (i) the Series A Preferred Share Purchase Agreement dated as of November 3, 2017 by and among SIG China Investments Master Fund IV, LLLP (“SIG”), the Company and other parties thereto (the “Series A SPA”);
- (iii) the Series B Preferred Share Purchase Agreement dated as of September 10, 2018 by and among the Company, Ximalaya (Hong Kong) Limited, Potato Capital Holding Limited, Bronze Shield Limited and other parties thereto;
- (iv) the Series C Preferred Share Purchase Agreement dated as of September 10, 2018 by and among the Company, YF Elite Alliance Limited and other parties thereto;
- (v) the Series D Preferred Share Purchase Agreement dated as of December 31, 2019 by and among the Company, SIG, Jump Shot Holdings Limited and other parties thereto;
- (vi) the Series E Preferred Share Purchase Agreement dated as of January 9, 2021 by and among the Company, Image Frame Investment (HK) Limited and other parties thereto; and
- (vii) the other agreements and documents contemplated by or required for implementing the transactions contemplated by any of the foregoing (other than those agreements or documents without any outstanding rights and obligations).

“Public Official” means any executive, official, or employee of a Governmental Authority, political party or member of a political party, political candidate; executive, employee or officer of a public international organization; or director, officer or employee or agent of a wholly owned or partially state-owned or controlled enterprise, including a PRC state-owned or controlled enterprise.

“Qualified Public Offering” has the meaning set forth in the Shareholders Agreement.

“Registered Intellectual Property” means all Intellectual Property solely owned by any Group Company, wherever located, that is the subject of an application, certificate, filing, registration or other document issued by, filed with or recorded by any Governmental Authority.

“Related Party” means, with respect to any Group Company:

- (i) any holder of any Equity Securities of any Group Company;
- (ii) any director, officer, supervisory board member or key employee of any Group Company;
- (iii) any Affiliate of any of the foregoing persons specified in (i) or (ii);
- (iv) any Person in which any of the foregoing persons specified in (i) or (ii) has any interest, other than a passive shareholding of less than 10%;
- (v) any other Affiliate of any Group Company; or
- (vi) any Person in which Founder Lu has any interest other than any Equity Securities in any other Group Company or passive shareholding of less than 5%.

Notwithstanding the foregoing, the Company shall not be deemed as a Related Party to any Wholly Owned/Controlled Subsidiary and any Wholly Owned/Controlled Subsidiary shall not be deemed as a Related Party to the Company, and one Wholly Owned/Controlled Subsidiary shall not be deemed as a Related Party to another Wholly Owned/Controlled Subsidiary.

“Restated Articles” means the Seventh Amended and Restated Memorandum and Articles of Association of the Company to be adopted on or prior to the Closing, in the form attached hereto as Exhibit A.

“SAFE” means the State Administration of Foreign Exchange of the PRC and its local counterparts.

“Sanctioned Person” means any Person that is the subject or target of sanctions or restrictions under the Trade Control Laws, including (i) a national or resident of any U.S. embargoed or restricted country or other Sanctioned Country, (ii) included on, or affiliated with any Person on, the United States Commerce Department’s Denied Parties List, Entities and Unverified Lists; the U.S. Department of Treasury’s Specially Designated Nationals and Blocked Persons List, Specially Designated Narcotics Traffickers or Specially Designated Terrorists, or the Annex to Executive Order No. 13224; the Department of State’s Debarred List; UN Sanctions, or (iii) a Person with whom business transactions, including exports and re-exports, are restricted by a U.S. Governmental Authority, including, in each clause above, any updates or revisions to the foregoing and any newly published rule.

“Sanctioned Country” means any country or region that is, or has been in the last five years, the subject or target of a comprehensive embargo under Trade Control Laws (including Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine).

“Securities Act” means the U.S. Securities Act of 1933, as amended and interpreted from time to time.

“Shareholders Agreement” means the Fifth Amended and Restated Shareholders Agreement to be entered into by and among the parties hereto and certain other parties thereto on or prior to the Closing and effective as of the Closing, in the form attached hereto as Exhibit B.

“Share Restriction Agreements” means (i) the Founder Lu Share Restriction Agreement to be entered into by and among the Company, Founder Lu and all other parties thereto on or prior to the Closing, and (ii) the Share Restriction Agreement executed by and among the Company, Ding Jie and all other parties thereto on January 15, 2020.

“Tax” means any national, provincial, municipal, or local taxes, charges, fees, levies, or other assessments, including all net income (including enterprise income tax and individual income withholding tax), turnover (including value-added tax, business tax, and consumption tax), resource (including urban and township land use tax), special purpose (including land value-added tax, urban maintenance and construction tax, and additional education tax), property (including urban real estate tax and land use taxes), documentation (including stamp duty and deed tax), filing, recording, social insurance (including pension, medical, unemployment, housing, and other social insurance withholding), tariffs (including import duty and import value-added tax), and estimated and provisional taxes of any kind whatsoever, and all interest, penalties (administrative, civil or criminal), or additional amounts imposed by any Governmental Authority in connection with any of the foregoing tax items.

“Tax Return” means any return, report or statement showing taxes, used to pay taxes, or required to be filed with respect to any tax (including any elections, declarations, schedules or attachments thereto, and any amendment thereof), including any information return, claim for refund, amended return or declaration of estimated or provisional tax.

“Trade Control Laws” means all U.S. and non-U.S. Laws relating to (i) economic or trade sanctions (including Laws administered or enforced by the U.S. Department of Treasury OFAC or the U.S. Department of State), (ii) export, re-export, transfer, and import controls (including the U.S. Export Administration Regulations, and the Laws administered by U.S. Customs and Border Protection) and (iii) the anti-boycott requirements administered by the U.S. Department of Commerce and the U.S. Department of Treasury’s Internal Revenue Service.

“Warrantors” means collectively the Group Companies other than the Non-wholly Owned/Controlled Subsidiaries and the Founder Parties, and each a “Warrantor”.

“Wholly Owned/Controlled Subsidiaries” means the subsidiaries of the Company other than the Non-wholly Owned/Controlled Subsidiaries, and a “Wholly Owned/Controlled Subsidiary” means any of them.

“Yunxuetang Cooperative Agreements” means:

- (i) the Exclusive Technical Consultation Service Agreement (独家技术咨询服务协议) by and between the WFOE and Jiangsu Yunxuetang dated October 9, 2017;
- (ii) the Exclusive Call Option Agreement (独家购股选择权协议) by and among the WFOE, Jiangsu Yunxuetang and the equity holders of Jiangsu Yunxuetang dated September 5, 2018;
- (iii) the Equity Pledge Agreement (股权质押协议) by and among the WFOE, Jiangsu Yunxuetang and the equity holders of Jiangsu Yunxuetang dated September 5, 2018;
- (iv) the Shareholders Rights Proxy Agreement (股东权利委托协议) by and among the WFOE, Jiangsu Yunxuetang and the shareholders of Jiangsu Yunxuetang dated September 5, 2018;

(v) the Spousal Consents (配偶承诺函) dated September 5, 2018 by each of Chen Yong (陈勇, spouse of Ding Jie (丁捷)), Huang Ling (黄玲, spouse of 吴彬), Ren Qiaohong (任巧红, spouse of 陈红波) and Liu Wenshan (刘文珊, spouse of 许乃汉); and the Spousal Consent (配偶承诺函) dated September 10, 2018 by Liu Jie (刘洁, spouse of 沈锦华); and

(vi) the Confirmation Letters (确认函) dated September 10, 2018 by each of Founder Lu and Gao Qi (高琪), and the Confirmation Letter (确认函) by Li Xue (李雪) dated August 5, 2018.

“Zhong Ou Acquisition Agreements” means:

(i) the master agreement dated as of June 8, 2020 by and among the Company, CW MBA Digital Limited, Chengwei Capital HK Limited, Cayman Subsidiary, BVI Subsidiary II and Zhou Xuelin (周雪林);

(ii) the share purchase agreement dated as of June 24, 2020 by and among Chengwei Capital HK Limited, the Company and the BVI Subsidiary II;

(iii) the share purchase agreement dated as of June 24, 2020 by and among CW MBA Digital Limited, the Company and the Cayman Subsidiary;

(iv) the share transfer agreement dated as of June 24, 2020 by and among Jiangsu Yunxuetang, Zhou Xuelin (周雪林), Ma Ying (马瑛) and Shanghai Fenghe;

(v) the share transfer agreement dated as of June 24, 2020 by and among Jiangsu Yunxuetang, Zhou Xuelin (周雪林), Ma Ying (马瑛) and Shanghai Zhong Ou; and

(iv) the other agreements contemplated by or entered into in connection with the foregoing agreements.

“Zhong Ou Cooperative Agreements” means:

(i) the Exclusive Technology and Consulting Service Agreement (独家技术与咨询服务协议) by and between the WFOE II and Shanghai Zhong Ou dated June 24, 2020;

(ii) the Exclusive Option Agreement (独家购买权协议) by and among the WFOE II, Shanghai Zhong Ou and the equity holders of Shanghai Zhong Ou dated June 24, 2020;

(iii) the Equity Pledge Agreement (股权质押协议) by and among the WFOE II, Shanghai Zhong Ou and the equity holders of Shanghai Zhong Ou dated June 24, 2020; and

(iv) the Shareholders Voting Rights Proxy Agreement (股东表决权委托协议) by and among the WFOE II, Shanghai Zhong Ou and the equity holders of Shanghai Zhong Ou dated June 24, 2020.

1.2 Other Defined Terms. The following terms shall have the meanings defined for such terms in the sections set forth below:

<u>Term</u>	<u>Section</u>
Affiliate's Competition	9.1(c)(v)
Affiliation Relationship	8.9(a)
Agreement	Preamble
Ancillary Agreements	4.4(a)
Beijing Guoshi	Preamble
Beijing Yunxuetang	Preamble
Business	Recitals
BVI Subsidiary I	Preamble
BVI Subsidiary II	Preamble
Cayman Subsidiary	Preamble
CFC	4.18(h)
Claim Notice	9.1(b)
Closing	3.1
Closing Date	3.1
Code	4.18(h)
Company	Exhibit
Company	Preamble
Company Intellectual Property	4.9(a)
Constitutional Documents	4.4(a)
Conversion Shares	2.1
Cooperative Agreements	Recitals
directly or indirectly	9.10
Disclosure Schedule	4
Domestic Companies	Recitals
Domestic Company	Recitals
Domestic Residents	4.12(b)
Existing ESOP Shares	4.2(c)
External Representatives	4.19
Founder Lu	Preamble
Founder Lu Holdco	Preamble
Founder Lu Share Restriction Agreement	6.1(k)
Founder Parties	Preamble
Founder Party	Preamble
Group Representatives	4.19
HK Subsidiaries	Recitals
HK Subsidiary	Recitals
HK Subsidiary I	Preamble
HK Subsidiary II	Recitals
HKIAC	9.15(b)
HKIAC Rules	9.15(b)
Indemnifiable Loss	9.1(a)
Indemnitee	9.1(a)
Injunction	6.1(a)
Internet Publication Permit	8.5(a)(iv)
Intra-Shareholders Agreements of HK Subsidiary II	4.2(b)
Investor	Preamble
Jiangsu Yunxuetang	Preamble
Key Employees	4.23(c)
Lease 12	4.8(b)

<u>Term</u>	<u>Section</u>
Licenses	4.9(e)
Material Contract	4.10(a)
Material Contracts	4.10(a)
Online Broadcasting License	8.5(a)(i)
PFIC	4.18(i)
Proceeds	8.1
Public Software	4.9(g)
Purchase Price	2.1
Purchased Shares	2.1
Relevant Jurisdiction	8.9(e)
Restriction Period	8.9(a)
SaaS	Recitals
School Permit	8.5(a)(v)
Series E2 Preferred Shares	Recitals
Shanghai Fenghe	Recitals
Shanghai Zhong Ou	Recitals
Subsidiary Agreements	4.2(b)
Suzhou Xuancai	Preamble
Suzhou Yunzheng	8.9(a)
Termination Date	9.17
Transaction Documents	4.4(a)
Transferred Shares	Recitals
WFOE	Recitals
WFOE I	Preamble
WFOE II	Recitals
WFOEs	Recitals
XWLJ	Preamble
Zhong Ou Acquisition	4.31

2. **AGREEMENT TO PURCHASE AND SELL SHARES.**

- 2.1 **Agreement to Purchase and Sell Shares.** Subject to the terms and conditions hereof, at the Closing, the Company shall issue and sell to each Investor, and each Investor shall purchase from the Company, that number of Series E2 Preferred Shares, free and clear of all Liens (except as set forth in any other Transaction Documents) (the “**Purchased Shares**” for such Investor) as set forth opposite such Investor’s name on **Schedule I-B** under the heading “*Number of Purchased Shares*”, for the aggregate purchase price as set forth opposite such Investor’s name on **Schedule I-B** under the heading “*Aggregate Purchase Price*” (the “**Purchase Price**” for such Investor). The Series E2 Preferred Shares shall have the rights, privileges and restrictions as set forth in the Restated Articles attached hereto as Exhibit A. The Ordinary Shares issuable upon conversion of the Series E2 Preferred Shares pursuant to the Restated Articles will be hereinafter referred to as the “**Conversion Shares**”.
- 2.2 **Post-Closing Capitalization Structure.** Immediately after the issuance and sale of the Purchased Shares pursuant to the terms hereof and the sale of the Founder Lu Transferred Shares pursuant to the Founder Lu Share Transfer Agreement, the post-closing capitalization table of the Company shall be as set out in **Schedule III** hereto.

3. CLOSINGS; DELIVERIES.

3.1 Closing. The closing of the purchase and sale of the Purchased Shares of each Investor (the “Closing”) shall be conducted by remote exchange of documents or electronic documents within ten (10) Business Days after satisfaction or waiver of all of the conditions to the Closing as set forth in Section 6 (except for those conditions which by their nature may not be satisfied until the Closing, but subject to the satisfaction or waiver thereof at the Closing), or at such other time as the Company and such Investor may mutually agree upon in writing (the date of the Closing, the “Closing Date”).

3.2 Deliverables.

- (a) Deliverables by the Company. At the Closing, the Company shall deliver to each Investor:
- (i) a copy of the updated register of members of the Company, certified by the registered office provider of the Company as true and complete as of the Closing Date, reflecting the issuance to such Investor of the Purchased Shares and Matrix as the holder of the Founder Lu Transferred Shares;
 - (ii) a copy of the duly executed share certificates issued in the name of such Investor dated as of the Closing Date representing such Investor’s ownership of the Purchased Shares, with the originals to be delivered to such Investor within five (5) Business Days following the Closing; and
 - (iii) with respect to Matrix, in addition to the share certificate provided in subsection (ii) above, a copy of the duly executed share certificate issued in the name of Matrix dated as of the Closing Date representing Matrix’s ownership of the Founder Lu Transferred Shares, with the originals to be delivered to Matrix within five (5) Business Days following the Closing.
- (b) Payment of Purchase Price. Against compliance by the Company of its obligations under Section 3.2(a), each Investor shall pay the Purchase Price to the Company at the Closing in cash by wire transfer of United States dollars in immediately available funds to a designated account of the Company, provided that the Company shall deliver a wire transfer instruction in form and substance attached hereto as Exhibit D to such Investor at least ten (10) Business Days prior to the Closing.

4. REPRESENTATIONS AND WARRANTIES OF THE WARRANTORS.

The Warrantors hereby jointly and severally represent and warrant to the Investors, subject to full and fair disclosures with respect to certain matters as set forth in the disclosure schedule attached to this Agreement as Schedule IV (the “Disclosure Schedule”) (which Disclosure Schedule shall constitute representations and warranties to the Investors), that each of the statements set forth in this Section 4 is true and correct, and not, in material respects, misleading, as of the date hereof, and shall be true and correct, and not, in material respects, misleading as of the Closing (except for those representations and warranties that address matters only as of a particular date, which shall be true and correct, and not, in material respects, misleading only, as of such particular date).

Where any representation or warranty of the Warrantors is expressed to be given “to the best knowledge” of the Warrantors or similar expressions, such representation or warranty shall be deemed to have been made or given based on the actual knowledge of Founder Lu, the directors of the Group Companies appointed by Founder Lu, or the officers of the Group Companies, in each case, after making such due inquiry and exercising such due diligence as a prudent business person would have made or exercised in the management of his or her business affairs, including due inquiry of all employees and professional advisors (including attorneys, accountants and auditors) of each Group Company who could reasonably be expected to have knowledge of the matters in question.

4.1 Organization, Standing and Qualification; Solvency.

- (a) Each of the Group Companies and the Founder Lu Holdco is duly organized, validly existing and in good standing (or equivalent status in the relevant jurisdiction) under, and by virtue of, the Laws of the place of its incorporation or establishment and has all the requisite power and authority to own its properties and assets and to carry on its business as now conducted and as currently proposed to be conducted, and to perform each of its obligations hereunder and under each other Transaction Document to which it is a party. Each Group Company is qualified to do business and is in good standing (or equivalent status in the relevant jurisdiction) in each jurisdiction in which it conducts its business. Each of the WFOEs and the Domestic Companies has a valid business license issued by the competent Governmental Authority, and has, since its establishment, carried on its business in compliance with the business scope set forth in its business license.
- (b) No Group Company is insolvent or is in liquidation under the laws of its jurisdiction of incorporation or organization. No order has been made or petition presented or resolution passed for the winding up, liquidation or dissolution of any Group Company and no distress, execution or other process has been levied on any Group Company’s assets. No creditor of any Group Company has enforced any security over any material assets of any Group Company.

4.2 Capitalization.

- (a) As of the date hereof, the Company is authorized to issue a total of 500,000,000 shares, par value 0.0001 per share, which consists of the following:
 - (i) Ordinary Shares. The Company is authorized to issue a total of 388,795,761 Ordinary Shares, of which 45,296,595 Ordinary Shares are issued and outstanding.
 - (ii) Series A Preferred Shares. The Company is authorized to issue a total of 15,040,570 Series A Preferred Shares, all of which are issued and outstanding.

- (iii) Series B Preferred Shares. The Company is authorized to issue a total of 7,085,330 Series B Preferred Shares, all of which are issued and outstanding.
- (iv) Series C Preferred Shares. The Company is authorized to issue a total of 23,786,590 Series C Preferred Shares, all of which are issued and outstanding.
- (v) Series D Preferred Shares. The Company is authorized to issue a total of 37,152,161 Series D Preferred Shares, all of which are issued and outstanding.
- (vi) Series E Preferred Shares. The Company shall be authorized to issue a total of 28,139,588 Series E Preferred Shares, 16,883,753 of which shall be issued and outstanding.

Immediately upon the Closing, the Company shall be authorized to issue a total of 500,000,000 shares, par value US\$0.0001 per share, which shall consist of the following:

- (i) Ordinary Shares. The Company shall be authorized to issue a total of 390,518,031 Ordinary Shares, of which 45,296,595 Ordinary Shares shall be issued and outstanding.
- (ii) Series A Preferred Shares. The Company shall be authorized to issue a total of 15,040,570 Series A Preferred Shares, all of which shall be issued and outstanding.
- (iii) Series B Preferred Shares. The Company shall be authorized to issue a total of 7,085,330 Series B Preferred Shares, all of which shall be issued and outstanding.
- (iv) Series C Preferred Shares. The Company shall be authorized to issue a total of 23,786,590 Series C Preferred Shares, all of which shall be issued and outstanding.
- (v) Series D Preferred Shares. The Company shall be authorized to issue a total of 37,152,161 Series D Preferred Shares, all of which shall be issued and outstanding.
- (vi) Series E Preferred Shares. The Company shall be authorized to issue a total of 16,883,753 Series E Preferred Shares, all of which shall be issued and outstanding.
- (vii) Series E2 Preferred Shares. The Company shall be authorized to issue a total of 9,533,565 Series E2 Preferred Shares, all of which shall be issued and outstanding.

- (b) Options, Warrants, Reserved Shares. As of the Closing, the Company will have reserved (i) a sufficient number of Series E2 Preferred Shares for the issuance of the Purchased Shares, and (ii) a sufficient number of Ordinary Shares for issuance upon the conversion of all Purchased Shares. Except for the preemptive rights, right of first refusal, right of co-sale and other rights attaching to the Preferred Shares as provided in the Shareholders Agreement and the Restated Articles, there are no (x) options, warrants, conversion privileges, agreements or rights of any kind with respect to the issuance, sale or purchase of the shares or any other securities of any Group Company (other than those shares or other securities in the Non-wholly Owned/Controlled Subsidiaries not held or controlled by the Company, whether directly or indirectly), or (y) securities or rights convertible into or exchangeable for equity or other securities of any Group Company. Except for (A) conversion privileges attaching to the Preferred Shares and (B) the Transaction Documents, there are no options, warrants, conversion privileges or other rights, or agreements with respect to the issuance thereof, presently outstanding to purchase any Equity Security in any Group Company (other than those shares or other securities in the Non-wholly Owned/Controlled Subsidiaries not held or controlled by the Company, whether directly or indirectly) and no unissued share capital of any Group Company is under option or agreed conditionally or unconditionally to be put under option. Except for those set forth under the Shareholders Agreement, the Restated Articles, the Cooperative Agreements, that certain Investors' Rights Agreement, Voting Agreement and Share Restrictions Agreement (the "Intra-Shareholders Agreements of HK Subsidiary II") executed in April 2007 by the HK Subsidiary II and certain of its former shareholders setting forth the rights and obligations of relevant shareholders with respect to the HK Subsidiary II or the constitutional documents of the Non-wholly Owned/Controlled Subsidiaries (together with the Intra-Shareholders Agreements of HK Subsidiary II, the "Subsidiary Agreements"), no shares (including the Purchased Shares and the Conversion Shares) in the share capital of any Group Company, or shares issuable upon exercise or exchange of any outstanding options, warrant or other securities of any Group Company, or any other rights or securities issued or issuable by any Group Company (other than those shares or other securities in the Non-wholly Owned/Controlled Subsidiaries not held or controlled by the Company, whether directly or indirectly), are subject to any preemptive rights, rights of first refusal or other rights or resections of any kind with respect to purchase, sale or issuance of such shares or securities (whether in favor of any Group Company or any other Person).
- (c) ESOP. 2,956,830 Ordinary Shares have been reserved for issuance to employees and consultants of the Group Companies pursuant to the shareholders resolutions and the sole director resolutions of the Company each dated November 3, 2017 (the "Existing ESOP Shares"). No option, warrant or award for any such Ordinary Shares have been granted to any Person. No ESOP for the benefit of the employees, officers, directors, advisors, contractors and consultants of the Group Companies has been adopted by any Group Company (for the avoidance of doubt, reservation of the Existing ESOP Shares does not constitute adoption of an ESOP by the Company).

- (d) Outstanding Security Holders. A complete and accurate list of all shareholders of the Company immediately prior to and after the Closing Date, indicating the type and number of shares held by each such shareholder is set forth in the capitalization tables in Schedule III. The information set out in Schedule III is true and complete in all respects and there is no information the omission of which might make such information misleading or inaccurate in any respect. Immediately prior to and after the Closing Date, other than such shareholders, there shall be no other holder of any Equity Securities in the Company.
- (e) Vesting of Shares. Except as described in this Agreement, the Shareholders Agreement and the Share Restriction Agreements (as defined below), no share plan or share purchase, share option or other agreement or understanding between the Company and any holder of any securities or rights exercisable or convertible for securities provides for acceleration or other changes in the vesting provisions or other terms of such agreement or understanding as the result of the occurrence of any event. The proposed transactions under this Agreement and the other Transaction Documents do not and will not result in any acceleration or changes in any such vesting provisions or terms.
- (f) Issuance and Status. All presently outstanding shares and other Equity Securities of the Company and each other Wholly Owned/Controlled Subsidiary were duly and validly issued (or subscribed for), and all Equity Securities held or controlled (whether directly or indirectly) by the Company in the Non-wholly Owned/Controlled Subsidiaries were subscribed for, in compliance with all applicable Laws, preemptive rights of any Person, and applicable contracts, and are fully paid or credited as fully paid (which, in the case of each PRC entity, shall be fully paid in accordance with its articles of association) and non-assessable, and are free and clear of all Liens (except for any restrictions on transfer under the Cooperative Agreements, the Existing Shareholders Agreement, the Existing Articles, applicable Laws or the Subsidiary Agreements). All share capital or registered capital, as the case may be, of each Group Company have been duly and validly issued and fully paid (or subscribed for) in accordance with its articles of association, is non-assessable, and is and as of the Closing shall be free of any and all Liens (except for any restrictions on transfer under the Cooperative Agreements, the Existing Shareholders Agreement, the Existing Articles, applicable Laws or the Subsidiary Agreements). No share capital or registered capital of the Company or any Wholly Owned/Controlled Subsidiary was issued or subscribed for, and no Equity Securities held or controlled (whether directly or indirectly) by the Company in the Non-wholly Owned/Controlled Subsidiaries were subscribed for, in violation of the preemptive rights of any Person, terms of any contract (whether written or oral), or any Laws, by which each such Group Company at the time of issuance or subscription was bound. Except as expressly and specifically contemplated under the Transaction Documents, there are no (i) resolutions pending to increase the share capital or registered capital of any Group Company or to cause the liquidation, winding up or dissolution of any Group Company, (ii) dividends which have accrued or been declared but are unpaid by any Group Company, (iii) obligations, contingent or otherwise, of any Group Company to repurchase, redeem or otherwise acquire any Equity Securities held by any Person, except as provided in the Subsidiary Agreements, or (iv) outstanding or authorized equity appreciation, phantom equity, equity plans or similar rights with respect to any Group Company. Except for those set forth in the Cooperative Agreements, the Shareholders Agreement and the Restated Articles, there is no voting, nominee, agency or entrustment or other similar arrangement with respect to the shares or other Equity Securities of any Group Company.

4.3 Subsidiaries; Group Structure.

- (a) As of the Closing, except for the Offshore Group Companies (other than the Company), the WFOEs, the Domestic Companies and as set out under Section 4.3(a) of the Disclosure Schedule, the Company does not presently own or control, directly or indirectly, any Equity Securities or other interest in any other corporation, partnership, trust, joint venture, association, or other entity. Except as described in Section 4.3(a) of the Disclosure Schedule, none of the Domestic Companies has any subsidiary or own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, association or other entity, nor maintains any branches or subsidiaries. As of the Closing, the information relating to each Group Company as set out in Schedule II is true and accurate in all respects and there is no information the omission of which might make such information misleading or inaccurate in any respect. There is no agreement among the Founder Parties, the Group Companies and/or any other Person with respect to the ownership or control of any of the Group Companies, except as set forth in the Transaction Documents. No Group Company is obligated to make any investment or capital contribution in or on behalf of any other Person.
- (b) Except as described in Section 4.3(a) of the Disclosure Schedule, as of the Closing, each Domestic Company shall possess all requisite Permits that are material for the conduct of the Business as currently conducted or the business as set forth in the business scope of such entity and for the ownership and operation of its assets and property.

4.4 Due Authorization.

- (a) All corporate actions on the part of the Group Companies which are parties hereto and, as applicable, their respective officers, directors and shareholders necessary for (i) the authorization of the Restated Articles, the certificate of incorporation or other equivalent corporate charter documents of any of the Group Companies (collectively with the Restated Articles, the "Constitutional Documents"), (ii) the authorization, execution and delivery by such Group Companies of, the performance of the obligations of such Group Companies under, and the consummation by such Group Companies of the transactions contemplated by (x) this Agreement, (y) the Shareholders Agreement, the Share Restriction Agreements, and the various agreements attached to this Agreement (collectively, the "Ancillary Agreements"), and (z) the Cooperative Agreements (together with this Agreement, the Restated Articles and the Ancillary Agreements, the "Transaction Documents"), and (iii) the authorization, issuance, reservation for issuance and delivery of all of the Purchased Shares under this Agreement and of the Ordinary Shares issuable upon conversion of the Purchased Shares, have been taken or will be taken prior to the Closing. Each of the Transaction Documents and the Constitutional Documents to which such Group Company is a party or is subject to is a valid and binding obligation of each such Group Company enforceable against it in accordance with its terms, subject, as to the enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar Laws affecting creditors' rights generally and to general equitable principles.

- (b) As to each Founder Party, (i) such party has all requisite power, authority and capacity to, and if applicable, has taken or will prior to the Closing take all corporate actions to enter into the Transaction Documents, perform its obligations under the Transaction Documents and consummate the transactions contemplated under the Transaction Documents, in each case, to which it is a party, and (ii) each of the Transaction Documents to which it is a party, when executed and delivered by it, will constitute valid and legally binding obligations of it and be enforceable against it in accordance with its terms, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar Laws affecting creditors' rights generally and to general equitable principles.
- 4.5 Consents. No consent, clearance, approval, authorization, order, registration or qualification of or with any Governmental Authority having jurisdiction over the Group Companies and Founder Parties is required and no other action or thing is required to be taken, fulfilled or done for the issue or offer of the Purchased Shares, the execution and delivery by the Group Companies and Founder Parties of this Agreement, or the implementation and performance by the Group Companies and Founder Parties of any of the transactions contemplated under this Agreement as the case may be except for those which have been, or will, as expressly contemplated by this Agreement, on or prior to the Closing Date be, obtained and are, or will on the Closing Date be, in full force and effect.
- 4.6 Valid Issuance of Purchased Shares.
- (a) The Purchased Shares and the Conversion Shares, when allotted and issued in accordance with the terms of this Agreement and the Restated Articles, will be duly and validly allotted and issued, fully paid and non-assessable, freely transferable, and free and clear of any Liens (except for those set forth under the Shareholders Agreement or the Restated Articles) and will not be subject to calls for further funds so long as the Purchase Price has been paid in full in accordance with this Agreement.
- (b) All currently outstanding shares of the Company and each other Group Company (other than outstanding shares of the Non-wholly Owned/Controlled Subsidiaries not held or controlled by the Company, whether directly or indirectly) are duly and validly issued or subscribed for, fully paid and non-assessable, and have been issued or subscribed for in full compliance with the requirements of all applicable securities Laws including, to the extent applicable, the registration and prospectus delivery requirements of the Securities Act, or in compliance with applicable exemptions therefrom, and all other provisions of applicable securities Laws, including, without limitation, anti-fraud provisions.

4.7 Liabilities.

- (a) Except as disclosed in Section 4.7(a) of the Disclosure Schedule or under the Financial Statements, no Group Company has any indebtedness (whether for borrowed money or otherwise, other than the indebtedness incurred in the ordinary course of business of the Group Companies) that it has directly or indirectly created, incurred, assumed, or guaranteed, or with respect to which the Group Company has otherwise become directly or indirectly liable.
- (b) Neither the Founder nor the Founder Holdco has any indebtedness (whether for borrowed money or otherwise) that he/it has directly or indirectly created, incurred, assumed, or guaranteed, or with respect to which Founder Lu or Founder Lu Holdco has otherwise become directly or indirectly liable that would adversely affect the Qualified Public Offering of the Group Companies. Except as disclosed in Section 4.7(b) of the Disclosure Schedule, there are no outstanding loans, amounts payable or any other Liabilities between any Group Company and Founder Lu or any of his Affiliates.

4.8 Title to Properties and Assets.

- (a) Each Group Company has valid title to, or a valid leasehold interest in or right to the properties and assets currently held and used by it, and has full right to use the offices currently used by it, in each case subject to no Liens except for encumbrances and Liens that arise in the ordinary course of business and do not materially impair the Group Company's ownership or use of such property or assets. The foregoing properties, assets and rights collectively represent in all material respects all properties, assets and rights necessary for the conduct of the business of the Group Companies in the manner conducted during the periods covered by the Financial Statements and as presently conducted. Except for leased items, no Person other than a Group Company owns any interest in any such assets. All machinery, vehicles, equipment and other tangible personal property owned or leased by a Group Company are (i) in good condition and repair in all material respects (reasonable wear and tear excepted) and (ii) not obsolete or in need in any material respect of renewal or replacement, except for renewal or replacement in the ordinary course of business.
- (b) No Group Company owns or has legal or equitable title or other right or interest in any real property other than as held pursuant to Leases. Section 4.8 of the Disclosure Schedule sets forth each leasehold interest pursuant to which any Group Company holds any real property (a "Lease"), indicating the parties to such Lease, the address of the property demised under the Lease, the rent payable under the Lease and the term of the Lease. The particulars of the Leases as set forth in Section 4.8 of the Disclosure Schedule are true and complete. Each Lease constitutes the entire agreement with respect to the property demised thereunder. To the best knowledge of the Warrantors, the lessor under each Lease is qualified and has obtained all Permits (as defined below) necessary to enter into such Lease, including without limitation any Permits required from the owner of the property demised pursuant to the Lease if the lessor is not such owner. There is no claim asserted or, to the best Knowledge of the Warrantors, threatened by any Person regarding the lessor's ownership of the property demised pursuant to each Lease. Except as disclosed in Section 4.8 of the Disclosure Schedule, each Lease is in compliance in all material respects with applicable Laws, including with respect to the ownership and operation of property and conduct of business as now conducted by the applicable Group Company which is a party to such Lease, and each party

to each Lease is in full compliance with the terms of the relevant Leases. No Lease contains any restriction on the business currently operated by relevant Group Company on such property or any right for the lessor or landlord to unilaterally terminate such Lease prior to expiration of its term (unless the lessee defaults on any rental payment or breaches any lease term). Each Group Company which is a party to a Lease has accepted possession of the property demised pursuant to the Lease and is in actual possession thereof and has not sublet, assigned or hypothecated its leasehold interest. No Group Company uses any real property in the conduct of its business except insofar as it has secured a Lease with respect thereto. To the best knowledge of the Warrantors, there is no zoning or other applicable Law currently in effect that may prevent or limit any Group Company from conducting its operations on the leased properties as they are currently conducted or contemplated to be conducted. The leasehold interests under the Leases held by each Group Company are adequate for the conduct of the business of such Group Company as currently conducted. There exists no pending or, to the best knowledge of the Warrantors, threatened condemnation, confiscation, eminent domain proceeding, dispute, claim, demand or similar proceeding with respect to, or which could materially and adversely affect, the continued use and enjoyment of such leasehold interests. To the best knowledge of the Warrantors, there are no circumstances that would entitle any Governmental Authority or other Person to take possession or otherwise restrict use, possession or occupation of any property subject to any Leases.

- (c) To the best knowledge of the Warrantors, the use, distribution, licensing, sale, or disposal of any asset or property of any Group Company does not infringe, misappropriate or violate any rights of any other party.
- (d) No action, suit, investigation or government proceeding (i) challenging the validity, enforceability, or ownership of any asset or property of any Group Company, or (ii) alleging that the use, distribution, licensing, sale, or disposal of any asset or property of any Group Company infringes, misappropriates or violates any right of any third party, is pending or is threatened by any Person against any of the Group Companies. To the best knowledge of the Warrantors, there is no unauthorized use, infringement or misappropriation of any of the assets or properties of the Group Companies by any third party, employee or former employee.

4.9 Intellectual Property.

- (a) Company Intellectual Property. Each Group Company owns or has the rights to use or otherwise has sufficient rights (including but not limited to the rights of development, maintenance, licensing and sale) to, all Intellectual Property that is material for the conduct of the Business (“Company Intellectual Property”) without infringement of the rights of any other Person. Section 4.9(a) of the Disclosure Schedule sets forth a complete and accurate list of all Company Intellectual Property (including all Registered Intellectual Property) for each Group Company, including for each the relevant name or description, registration/certification or application number, and filing, registration or issue date.

- (b) Intellectual Property Ownership. Except as disclosed in Section 4.9(b) of the Disclosure Schedule, all Registered Intellectual Property is owned by and registered or applied for solely in the name of a Group Company, is valid and subsisting and has not been abandoned, and all necessary registration, maintenance and renewal fees with respect thereto and currently due have been satisfied. No Group Company or, to the best knowledge of the Warrantors, any of its employees, officers or directors has taken any actions or failed to take any actions that would cause any material Registered Intellectual Property owned by the Group Companies to be invalid, unenforceable or not subsisting. To the best knowledge of the Warrantors, no funding or facilities of a Governmental Authority or a university, college, other educational institution or research center was used in the development of any material Company Owned Intellectual Property. No Company Owned Intellectual Property is the subject of any Lien, encumbrance, license or other contract (whether written or oral) to which any Group Company is a party granting rights therein to any other Person (other than the non-exclusive license occurred in the ordinary course of business of the Group Companies). No Group Company is or has been a member or promoter of, or contributor to, any industry standards bodies, patent pooling organizations or similar organizations that could require or obligate a Group Company to grant or offer to any Person any license or right to any Company Owned Intellectual Property. No Registered Intellectual Property is subject to any proceeding or outstanding governmental order or settlement agreement or stipulation that restricts in any manner the use, transfer or licensing thereof, or any Group Company's products or services, by any Group Company or may affect the validity, use or enforceability of such Registered Intellectual Property. Founder Lu has assigned and transferred to a Group Company any and all of his Intellectual Property related to the business conducted by the Group Companies. No Group Company has (i) transferred or assigned any material Company Owned Intellectual Property; (ii) authorized the joint ownership of, any material Company Owned Intellectual Property; or (iii) permitted the rights of any Group Company in any Registered Intellectual Property to lapse or enter the public domain.
- (c) Infringement, Misappropriation and Claims. No Group Company has violated, infringed or misappropriated any Intellectual Property of any other Person, provided that the forgoing representations and warranties under this Section 4.9(c) shall not be applied to any violation, infringement or misappropriation of any Intellectual Property of any other Person caused by or arising from any products produced by any third party and distributed or sold by any Group Company, provided that such Group Company shall have duly inquired such third party with respect to the ownership of/licensed rights to use the Intellectual Property applied in the products, nor has any Group Company received any written notice alleging any of the foregoing. To the best knowledge of the Warrantors, no Person has violated, infringed or misappropriated any Company Owned Intellectual Property of any Group Company, and no Group Company has given any written notice to any other Person alleging any of the foregoing. To the best knowledge of the Warrantors, no Person has challenged the ownership of the Company Owned Intellectual Property or the use of other Company Intellectual Property by any Group Company. No Group Company has agreed to indemnify any Person for any infringement, violation or misappropriation of any Intellectual Property by such Person.

- (d) Assignments and Prior Intellectual Property. All material inventions and material know-how conceived by employees, consultants and independent contractors of a Group Company related to the business of such Group Company (other than the Course Materials developed jointly with or independently by any third parties) are currently owned exclusively by a Group Company. All employees, consultants and independent contractors of a Group Company who are or were involved in the creation of any Intellectual Property for such Group Company have executed an assignment of inventions agreement that vests in a Group Company exclusive ownership of all right, title and interest in and to such Intellectual Property, to the extent not already provided by Law. To the best knowledge of the Warrantors, it will not be necessary to utilize any Intellectual Property of any such Persons, except for those that are exclusively owned by a Group Company, and none of such Intellectual Property has been utilized by any Group Company. To the best knowledge of the Warrantors, none of the employees, consultants or independent contractors currently or previously employed or otherwise engaged by any Group Company, (i) is in violation of any current or prior confidentiality, non-competition or non-solicitation obligations to such Group Company or to any other Persons, including former employers or (ii) is obligated under any contract, or subject to any governmental order, that would interfere with the use of his or her best efforts to promote the interests of the Group Companies or that would conflict with the business of such Group Company as presently conducted.
- (e) Licenses. Section 4.9(e) of the Disclosure Schedule contains a complete and accurate list of (i) all licenses, sublicenses, and other contracts to which any Group Company is a party and pursuant to which any third party is authorized to use, exercise or receive any benefit from any Company Owned Intellectual Property, and (ii) all licenses, sublicenses and other Contracts to which any Group Company is a party and pursuant to which such Group Company is authorized to use, exercise, or receive any benefit from any Intellectual Property of another Person, in each case except for (1) agreements involving “off-the-shelf” commercially available software, (2) non-exclusive licenses to customers of the business conducted by the Group Companies in the ordinary course of business consistent with past practice, and (3) license of copyright of the contents and information contained in the Course Materials ((i) and (ii) collectively (for the avoidance of doubt, including those referred to in above (1), (2) and (3)), the “Licenses”). The Group Companies have paid all license and royalty fees (if any) required to be paid under the Licenses.
- (f) Protection of Intellectual Property. Each Group Company has taken reasonable and appropriate steps to register, protect, maintain and safeguard the Company Owned Intellectual Property and made all appropriate filings, registrations and payments of fees in connection with the foregoing. To the extent that any Company Owned Intellectual Property has been developed or created independently or jointly by an independent contractor or other third party for any Group Company, or is incorporated into any products or services of any Group Company, such Group Company has a written agreement with such independent contractor or third party and has reached mutual consent on the ownership of the relevant Intellectual Property developed or created in such work, material or invention.

- (g) **No Public Software.** No material software included in any Company Owned Intellectual Property has been or is being distributed, in whole or in part, or was used, or is being used in conjunction with any Public Software in a manner which would require that such software be disclosed or distributed in source code form or made available at no charge. For the purpose of this Agreement, “**Public Software**” means any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) GNU’s General Public License (GPL) or Lesser/Library GPL (LGPL), (ii) the Artistic License (e.g., PERL), (iii) the Mozilla Public License, (iv) the Netscape Public License, (v) the Sun Community Source License (SCSL), (vi) the Sun Industry Standards License (SISL), (vii) the BSD License, and (viii) the Apache License.

4.10 Material Contracts and Obligations.

- (a) For purposes of this Section 4.10, a “**Material Contract**” means each contract to which a Group Company or any of its properties or assets is bound or subject to, that:
- (i) involves obligations (contingent or otherwise) or payments in excess of US\$100,000 individually or US\$500,000 in the aggregate per annum;
 - (ii) involves Intellectual Property that is material to a Group Company (other than generally-available “off-the-shelf” shrink-wrap software licenses obtained by the Group Companies on non-exclusive and non-negotiated terms), including without limitation, the Licenses;
 - (iii) restricts the ability of a Group Company to compete or to conduct or engage in any business or activity or in any territory;
 - (iv) relates to the sale, issuance, grant, exercise, award, purchase, repurchase or redemption of any Equity Securities;
 - (v) involves any provisions providing exclusivity, “change in control”, “most favored nations”, rights of first refusal or first negotiation or similar rights, or grants a power of attorney, agency or similar authority;
 - (vi) is with a Related Party of any Group Company except for customary employment or retainer agreements between the Group Companies and their officers, consultants, or employees entered into in the ordinary course of business;
 - (vii) involves indebtedness for borrowed money, an extension of credit;

- (viii) involves the lease, license, sale, use, disposition or acquisition of a material amount of assets or of a business;
- (ix) involves the waiver, compromise, or settlement of any material dispute, claim, litigation or arbitration;
- (x) involves the ownership or lease of, title to, use of, or any leasehold or other interest in, any real or personal property (except for personal property leases involving payments of less than US\$50,000 per annum);
- (xi) involves the establishment, contribution to, or operation of a partnership, joint venture, or involves a sharing of profits or losses, or any investment in, loan to or acquisition or sale of the securities, equity interest or assets of any Person;
- (xii) is with a Governmental Authority, state-owned enterprise, or sole-source supplier of any material product or service (other than utilities);
- (xiii) is or relates to any employee benefits plan;
- (xiv) is a Cooperative Agreement;
- (xv) is not in the ordinary course of business, or is not consistent with a Group Company's past practice;
- (xvi) is a Prior Financing Documents; or
- (xvii) is otherwise material to a Group Company or is one on which a Group Company is substantially dependent.

Certain Material Contracts are listed in Section 4.10 of the Disclosure Schedule.

- (b) No party to any such Material Contracts or obligations is in material default thereunder, which would be material in the context of the Group Companies' financial positions; and there are no circumstances giving rise to such a default.
- (c) A true, fully-executed copy of each Material Contract has been delivered to the Investors. All of the Material Contracts are valid, subsisting, in full force and effect and binding upon the Group Company to which it is a party, and the performance of such Material Contracts does not and will not violate any applicable Laws. No threat or claim of default under any such Material Contracts to which a Group Company is a party, has been made or is outstanding against it. Each Group Company has in all material respects satisfied or provided for all of its liabilities and obligations under each Material Contract to which it is a party or by which it is bound which requires performance prior to the date of this Agreement, and is not in default in any material respect under any Material Contract to which it is a party or by which it is bound. There does not exist any circumstance due to the action or inaction of any Group Company that with notice or lapse of time or both would constitute a material default of the obligations by a Group Company under a Material Contract to which it is a party or by which it is bound. To the best knowledge of the Warrantors, none of the officers or directors of any Group Company has given or received from any Person any notice or communication (whether oral or written) regarding any actual, alleged, possible or potential breach of, or default under, any Material Contract.

- (d) None of the Group Companies has given any powers of attorney or other authority express or implied which is still outstanding or effective to any Person to enter into any contract or commitment to do anything on its behalf other than the authority given to (i) legal representatives, board members, officers or employees to enter into agreements in the normal course of their duties and (ii) authorized representatives and agents to undertake certain governmental filings.

4.11 Litigation, Claims and Proceedings.

- (a) There is no Action pending or, to the best knowledge of the Warrantors, currently threatened against any of the Group Companies, any Group Company's activities, properties or assets or, to the best knowledge of the Warrantors, against any officer, director or employee of any Group Company in connection with such officer's, director's or employee's relationship with, or actions taken on behalf of any Group Company. To the best knowledge of the Warrantors, there is no factual or legal basis for any such Action that is likely to result, individually or in the aggregate, in any material adverse effect on the Group Companies. For the sole purpose of the preceding sentence, an Action shall be deemed as having a "material adverse effect" on the Group Company only when (i) the amount or value of claims involved in such Action is in excess of RMB500,000 or (ii) the potential result of such Action may or will impact the normal conduct of business of the affected Group Company. By way of example, but not by way of limitation, there are no Actions pending against any of the Group Companies or threatened against any of the Group Companies, relating to the use by any employee of any Group Company of any information, technology or techniques allegedly proprietary to any of their former employers, clients or other parties. None of the Group Companies is a party to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality and there is no Action by any Group Company currently pending or which it intends to initiate.
- (b) None of the directors of any Group Company has been (i) to the best knowledge of the Warrantors, subject to any voluntary or involuntary petition under any applicable bankruptcy or insolvency Laws or the appointment of a manager, receiver or similar officer by a court for his or her business or property, (ii) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses), (iii) to the best knowledge of the Warrantors, subject to any order, judgement or decree (not subsequently reversed, suspended or vacated) of any court of competent jurisdiction permanently or temporarily enjoining him or her from engaging, or otherwise imposing limits or conditions on his or her engagement, in any type of business or acting as an officer or director of a public company or (iv) to the best knowledge of the Warrantors, found by a court of competent jurisdiction in a civil action or by any relevant regulatory organization to have violated any applicable securities, commodities, or unfair trade practices Law, which such judgement or finding has not been subsequently reversed, suspended or vacated.

4.12 Compliance with Laws; Permits.

- (a) Except as disclosed in Section 4.12(a) of the Disclosure Schedule, each Group Company is, and has been, in compliance in all material respects with all applicable Laws. None of the Group Companies has conducted any activity in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any agency thereof in respect of the conduct of its business or the ownership of its properties in any material respect. No event has occurred and no circumstance exists that (with or without notice or lapse of time) (i) may constitute or result in a violation by any Group Company of, or a failure on the part of such entity to comply with, any applicable Laws in any material respect, or (ii) may give rise to any obligation on the part of any Group Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature. None of the Group Companies has received any notice from any Governmental Authority regarding any of the foregoing. No Group Company has received any written or oral notice indicating that or is otherwise aware that it is under investigation with respect to any violation of any Law. Except as disclosed in Section 4.12(a) of the Disclosure Schedule, each Group Company has duly obtained and maintained all Permits from the competent Governmental Authorities that are necessary for or material to the due and proper establishment and conduct of its business as currently conducted and as proposed to be conducted. None of the Group Companies is in default in any material aspect under any of such Permits issued or granted by the competent Governmental Authorities. To the best knowledge of the Warrantors, no Governmental Authority is considering modifying, suspending, revoking or denying upon expiration the renewal of any of such Permits. No Permits issued or granted by the competent Governmental Authorities contain any materially burdensome restrictions or conditions, and each Permit is in full force and effect and will remain in full force and effect upon the consummation of the transactions contemplated hereby. None of the Group Companies is in default under any Permit issued or granted by the competent Governmental Authorities. To the best knowledge of the Warrantors, there is no reason to believe that any Permit which is subject to periodic renewal will not be granted or renewed. No Group Company has received any letter or other communication from any Governmental Authority threatening or providing notice of revocation of any such Permit issued to any Group Company or the need for compliance or remedial actions in respect of the activities carried out directly or indirectly by any Group Company. There are no fines or penalties asserted against the Group Companies under any applicable Law, and none of the Group Companies has received any written notice from any Governmental Authorities with respect to any violation of any applicable Law.

- (b) All Permits issued or granted by or filed with the Governmental Authorities and any other Persons which are required to be obtained or made by each Group Company and each Founder Party in connection with the consummation of the transactions contemplated under the Transaction Documents shall have been obtained or made prior to and be effective as of the Closing. None of the Warrantors and, to the knowledge of the Warrantors, nor any other registered shareholder or ultimate beneficial owners of the Company who are citizens and permanent residents of the PRC defined under the Circular 37 (the “Domestic Residents”) was, is or has been in violation of any applicable law, statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof (including the Circular 37) in respect of or in connection with (i) the conduct of the business by the any Group Company or the ownership of any properties or Equity Securities in Group Company, including but not limited to any approval, registration, filing or reporting requirement applicable to Founder Lu or, (ii) to the knowledge of the Warrantors, any other Domestic Resident’s (indirect) investment in the Company or direct or indirect holding, acquisition, transfer or disposal of any Equity Securities in any Group Company. Founder Lu is a citizen and permanent resident of the PRC and did not hold and does not hold any identification that may require the registration of each of the Domestic Companies as a foreign invested enterprise pursuant to applicable Law of the PRC in effect at and from the time of the incorporation of such Domestic Company through the Closing Date.
- 4.13 Compliance with Other Instruments and Agreements. None of the Group Companies is or has been in, nor shall the conduct of its business as currently conducted result in, violation, breach or default of any term of its Constitutional Documents, its registered business scope, or any term or provision of any Material Contracts or of any provision of any judgment, decree, order, statute, rule or regulation applicable to or binding upon such Group Company. None of the activities, agreements, commitments or rights of any Group Company is ultra vires or invalid, or unauthorized. The execution, delivery and performance of and compliance with this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby by the Group Companies have been duly authorized, and will not result in any violation, breach or default, or be in conflict with or constitute, with or without the passage of time or the giving of notice or both, either a default under any Group Company’s Constitutional Documents or any Material Contracts, or a violation of any Laws, or an event which results in the creation of any Lien upon any asset of any Group Company.
- 4.14 Registration Rights. Except as provided in the Shareholders Agreement, no Warrantor has granted or agreed to grant any Person any registration rights (including piggyback registration rights) with respect to, nor is the Company obliged to list, any of the Company’s shares (or shares of the WFOEs or the Domestic Companies) on any securities exchange. Except as contemplated under this Agreement, the Shareholders Agreement, the Restated Articles and the Cooperative Agreements, there are no voting or similar agreements which relate to the share capital of the Company or any equity interest of the WFOEs or the Domestic Companies.
- 4.15 Financial Advisor Fees. Except as disclosed in Section 4.15 of the Disclosure Schedule, there exists no agreement or understanding between any Group Company and any investment bank or other financial advisor under which such Group Company may owe any brokerage, placement or other fees relating to the offer or sale of the Purchased Shares.

4.16 Financial Statements and Other Financial Matters.

- (a) Except as disclosed in Section 4.16 of the Disclosure Schedule, the Financial Statements (a) have been prepared in accordance with the books and records of the applicable Group Company, (b) are true, correct and complete and present fairly in all material respects the financial condition and the results of operations and cash flows of such Group Company or Group Companies at the date or dates therein indicated and for the period or periods therein specified, and (c) have been prepared in accordance with the PRC GAAP (with respect to the WFOE and the Domestic Companies) or the IFRS or any internationally recognized accounting standards (with respect to the Offshore Group Companies or the Group Companies taken as a whole), applied on a consistent basis (solely with respect to the unaudited Financial Statements, except for the omission of notes thereto and normal year-end provision and audit adjustments). All the Financial Statements referred to under this Section 4.16 have been delivered to the Investors. Specifically, but not by way of limitation, the respective balance sheets in the Financial Statements disclose all of the Group Companies' respective debts, liabilities and obligations of any nature, whether due or to become due, as of their respective dates (including, without limitation, absolute liabilities, accrued liabilities, and contingent liabilities) to the extent such debts, liabilities and obligations are required to be disclosed in accordance with PRC GAAP or the IFRS or any internationally recognized accounting standards, as applicable. The Group Companies have valid title to all assets set forth on the balance sheets in the respective Financial Statements, except for such assets as have been spent, sold or transferred in the ordinary course of business since their respective dates. Except as fairly disclosed in the Financial Statements, none of the Group Companies is a guarantor or indemnitor of any indebtedness of any other Person and each Group Company is in compliance with all of its obligations under all outstanding guarantees or contingent payment obligations (if any) in material respects. Each Group Company maintains and will continue to maintain a standard system of accounting established and administered in accordance with generally accepted accounting principles as required in the jurisdiction where it is incorporated. Each Group Company (i) maintains its books of accounts and records in the usual, regular and ordinary manner, on a basis consistent with prior practice and generally in compliance with applicable Laws and applicable generally accepted accounting principles applied on a consistent basis, (ii) does not make any fraudulent or fictitious entries in its books or records other than accounting errors occurring unintentionally in book-keeping which can be easily identified and immediately fixed or corrected, and (iii) does not use any assets of such Group Company to establish any unlawful or unrecorded fund of monies or other assets, or make any unlawful or undisclosed payment.
- (b) Each Group Company maintains systems of internal accounting controls sufficient to provide assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with applicable Laws and with accounting standards applicable to and adopted by it in the relevant jurisdiction and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences, and (v) each Group Company has made and kept books, records and accounts which, in reasonable detail, correctly and fairly reflect the transactions and dispositions of assets of such entity and provide a sufficient basis for the preparation of the Group Companies' consolidated financial statements in accordance with PRC GAAP or the IFRS or any other internationally recognized accounting standards, as applicable, and the Company's current management information and accounting control system has been in operation and no Group Company has experienced any difficulties with regard to (i) through (v) above.

- (c) No subsidiary of any Group Company is currently prohibited, directly or indirectly, from paying any dividends to such Group Company, from making any other distributions on such subsidiary's share capital to such Group Company, from repaying such Group Company any loans or advances borrowed or received by such subsidiary from such Group Company.
- 4.17 Activities since Balance Sheet Date. Since the Balance Sheet Date, with respect to each Group Company, except as disclosed in the Disclosure Schedule, there has not been:
- (a) any change in the business, assets, liabilities, financial condition or operating results of such Group Company from that reflected in the Financial Statements, except changes in the ordinary course of business which are made consistent with past practice;
 - (b) any insolvency or any requirement for prepayment by such Group Company;
 - (c) any purchase, acquisition, sale, lease, transfer or disposition of any assets (i) individually in excess of US\$50,000 or in excess of US\$100,000 in the aggregate, or (ii) that are individually or in the aggregate material to its business, except for the sale of inventory in the ordinary course of business consistent with its past practice, and no acquisition (by merger, consolidation or other combination, or acquisition of stock or assets, or otherwise) of any business or other Person or division thereof;
 - (d) capital expenditure or commitment of capital expenditure beyond the annual budget in excess of US\$100,000;
 - (e) any material change in the contingent obligations of such Group Company by way of guarantee, endorsement, indemnity, warranty or otherwise;
 - (f) any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the assets, properties, financial condition, operating results, prospects or business of such Group Company (as presently conducted and as presently proposed to be conducted);
 - (g) any waiver, termination, settlement or compromise by such Group Company of a valuable right or of a debt, other than those in the ordinary course of business which are given, made or dealt with consistent with past practice;
 - (h) any satisfaction or discharge of any Lien or payment of any obligation by such Group Company, except such satisfaction, discharge or payment made in the ordinary course of business that is not material to the assets, properties, financial condition, operating results or business of such Group Company;

- (i) any change or amendment to any Material Contract or material arrangement by or to which such Group Company or any of its assets or properties is bound or subject, any entering of any new Material Contract, or any termination of any contract that would have been a Material Contract if in effect on the date hereof, or any amendment to any Constitutional Document, or any amendment to or waiver under any Constitutional Document;
- (j) any material change in any compensation arrangement or agreement with any present or prospective employee, officer or director, or adoption of any new employee benefit plan, or made any material change in any existing employee benefit plan, other than any change incurred in the ordinary course of business consistent with its past practice;
- (k) any sale, assignment or transfer of any Intellectual Property or other material intangible assets of such Group Company other than in the ordinary course of business consistent with its past practice;
- (l) the resignation or termination of employment of Founder Lu, any director, officer or key employee, or any material group of employees of such Group Company with such Group Company;
- (m) any mortgage, pledge or transfer of or any Lien created by such Group Company with respect to any of such Group Company's properties or assets, except Liens for taxes not yet due or payable;
- (n) any debt, obligation, or liability incurred, assumed or guaranteed by such Group Company individually in excess of US\$100,000 or in excess of US\$200,000 in the aggregate;
- (o) any sale, issuance, transfer, pledge or other disposition of any Equity Securities of any Group Company, except for those necessary to complete the transactions expressly contemplated under the Transaction Documents;
- (p) any declaration, setting aside or payment or other distribution in respect of any of such Group Company's Equity Securities, or any direct or indirect issuance, transfer, redemption, purchase or acquisition of any of such Equity Securities by such Group Company;
- (q) any failure to conduct the Business in the ordinary course, consistent with such Group Company's past practices;
- (r) any material change in accounting methods or practices or any revaluation of any of its assets;
- (s) except in the ordinary course of business consistent with its past practice, entry into any closing agreement in respect of taxes, settlement of any material claim or assessment in respect of any taxes, or consent to any extension or waiver of the limitation period applicable to any material claim or assessment in respect of any taxes, entry or change of any tax election, change of any method of accounting which may result in a material amount of additional tax or filing of any amended Tax Return which may result in material tax exposure (for the purpose of this Section 4.17(s), any amount of US\$100,000 or more shall be deemed "material");

- (t) any commencement or settlement of any material Action;
- (u) any transactions with any of the Founder Parties, the officers, directors or employees of any Group Company, or any Affiliates or Associates of such Persons;
- (v) any other event or condition of any character which could reasonably be expected to have a material effect on the business of the Group Companies; or
- (w) any agreement or commitment by such Group Company or any Founder Party to do any of the things described in this Section 4.17.

4.18 Tax Matters.

- (a) No stamp duty or other Taxes is assessable or payable in, and no withholding or deduction for any Taxes is imposed or made for or on account of any income, registration, transfer or turnover Taxes, customs or other duties or taxes of any kind, levied, collected, withheld or assessed by or within the Cayman Islands, British Virgin Islands, Hong Kong, or any other jurisdiction in connection with the creation, issuance or offering of the Purchased Shares, the execution or delivery of this Agreement, or the performance of the obligations of the Group Companies under the Agreement.
- (b) Each Group Company (i) has timely filed all Tax Returns that are required to have been filed by it with any Governmental Authority, (ii) has timely paid all taxes owed by it which are due and payable (whether or not shown on any Tax Return) and withheld and remitted to the appropriate Governmental Authority all taxes which it is obligated to withhold and remit from amounts owing to any employee, creditor, customer or third party, and (iii) has not waived any statute of limitations with respect to taxes or agreed to any extension of time with respect to a tax assessment or deficiency other than, in the case of clauses (i) and (ii), unpaid taxes that are in contest with tax authorities by Group Company in good faith or not material in amount (for the purpose of this Section 4.18(b), any amount of US\$100,000 or more shall be deemed "material").
- (c) Each Tax Return referred to in paragraph (a) above was properly prepared in compliance with applicable Law and was (and will be) true, correct and complete in all material respects. None of such Tax Returns contains a statement that is false or misleading or omits any matter that is required to be included or without which the statement would be false or misleading. No reporting position was taken on any such Tax Return which has not been disclosed to the appropriate tax authority or in such Tax Return, as may be required by Law. All records relating to such Tax Returns or to the preparation thereof required by applicable Law to be maintained by applicable Group Company have been duly maintained. No written claim has been made by a Governmental Authority in a jurisdiction where any Group Company is or may be subject to taxation by that jurisdiction and such Group Company does not file Tax Returns.

- (d) The assessment of any additional taxes with respect to the applicable Group Company for periods for which Tax Returns have been filed is not expected to exceed the recorded liability therefor in the most recent balance sheet in the Financial Statements by US\$100,000 or more, and there are no unresolved questions or claims concerning any tax liability of any Group Company. Since the Balance Sheet Date, no Group Company has incurred any liability for taxes outside the ordinary course of business or otherwise inconsistent with past custom and practice. There is no pending dispute with, or notice from, any tax authority relating to any of the Tax Returns filed by any Group Company, and to the best knowledge of the Warrantors, there is no proposed liability for a deficiency in any tax to be imposed upon the properties or assets of any Group Company.
- (e) No Group Company has been the subject of any examination or investigation by any tax authority relating to the conduct of its business or the payment or withholding of taxes that has not been resolved or is currently the subject of any examination or investigation by any tax authority relating to the conduct of its business or the payment or withholding of taxes. Except for the withholding duties of taxes in accordance with applicable Laws, no Group Company is responsible for the taxes of any other Person by reason of contract, successor liability or otherwise.
- (f) None of the Group Companies has entered into or been engaged in or been a party to any transaction which is artificial or fictitious or any transaction or series of transactions or scheme or arrangement of which the main or dominant purpose or one of the main or dominant purposes was the avoidance or deferral of or reduction in the liability to tax of any Group Company.
- (g) All tax credits, tax holidays or tax preferential treatments enjoyed by the Group Company established under the Laws of the PRC or under other applicable Laws since its establishment have been in compliance with all applicable Laws and is not subject to reduction, revocation, cancellation or any other changes (including retroactive changes) in the future, except through change in applicable Laws published by relevant Governmental Authority.
- (h) To the best knowledge of the Warrantors, immediately after the Closing, the Company will not be a “Controlled Foreign Corporation” (“CFC”) as defined in the U.S. Internal Revenue Code of 1986, as amended (or any successor thereto) (the “Code”) with respect to the shares held by the Investors.
- (i) The Company does not expect to be a “passive foreign investment company” (“PFIC”) within the meaning of Section 1297 of the Code in the current taxable year. The Company shall use its commercially reasonable efforts to avoid being a PFIC.
- (j) None of the Group Companies has filed (whether by itself or by any other Person on its behalf) any Form 8832 (Entity Classification Election) or Form SS-4 (Application for Employer Identification Number) or made (whether by itself or by any other Person on its behalf) any Tax election for U.S. Tax purposes.

4.19 Sanctions Law Compliance. None of the Group Companies, other Warrantors or their respective Affiliates and directors, officers, managers and employees (collectively, “Group Representatives”), and to the best knowledge of the Warrantors, none of the independent contractors, representatives, agents and other persons expressly authorized to act on behalf of the Group Companies or other Warrantors (collectively, “External Representatives”) is a Sanctioned Person, or is organized, resident or located in a Sanctioned Country, and no Sanctioned Person will be given an offer to become an employee, officer, consultant or director of any Group Company. To the best knowledge of the Warrantors, no Group Company has conducted or agreed to conduct any business, or entered into or agreed to enter into any transaction with any Sanctioned Person. No Group Company has conducted or agreed to conduct any business, or entered into or agreed to enter into any transaction in any Sanctioned Country. None of (i) the purchase and sale of the Purchased Shares and the Conversion Shares, (ii) the execution, delivery and performance of this Agreement, the other Transaction Documents and the Constitutional Documents, or (iii) the consummation of any transaction contemplated hereby or thereby, or the fulfillment of the terms hereof or thereof, will result in a violation by anyone, including without limitation the Investors, of any of the Compliance Laws.

4.20 Anti-Bribery, Anti-Corruption, Anti-Money Laundering and Sanctions; Absence of Government Interests.

- (a) Each of the Group Companies, the other Warrantors and the Group Representatives, and to the best knowledge of the Warrantors, each of the External Representatives are and have been in compliance with all applicable Compliance Laws in all material respects, provided that the representation and warranty in this sentence shall not apply to any personal affairs of any employee of any Group Company who is not a director, officer or manager of a Group Company.
- (b) Furthermore, no Public Official (a) holds an ownership or other economic interest in any of the Group Companies or in the contractual relationship formed by this Agreement directly, or to the best knowledge of the Warrantors holds an ownership or other economic in any of the Group Companies or in the contractual relationship formed by this Agreement indirectly, or (b) serves as an officer, director or employee of any Group Company. Without limiting the foregoing, neither any Group Company nor any Group Representatives, or to the best knowledge of the Warrantors, any External Representative has, directly or indirectly, offered, authorized, promised, condoned, participated in, consummated, or received notice of any allegation of (x) the making of any gift or payment of anything of value to any Public Official or any other Person to obtain any improper advantage, affect or influence any act or decision of any such Public Official, or assist any Group Company in obtaining or retaining business for, or with, or directing business to, any Person, provided that the representation and warranty for this (x) shall not apply to the personal affairs of any employee of any Group Company who is not a director, officer or manager of a Group Company, (y) the making of any false or fictitious entries in the books or records of any Group Company by any Person for the foregoing purpose under (x), or (z) the using of any assets of any Group Company for the establishment of any unlawful or unrecorded fund of monies or other assets, or the making of any unlawful or undisclosed payment for the foregoing purpose under (x).

- (c) To the best knowledge of the Warrantors, the operations of each Group Company are, and have at all times been, conducted in compliance with all Anti-Money Laundering Laws and no investigation, action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving any Group Company with respect to Anti-Money Laundering Laws is pending, and no such actions, suits or proceedings are threatened or contemplated.
- 4.21 Related Party Transactions. Except for the related party transactions as disclosed in Section 4.21 of Disclosure Schedule which are conducted on an arm's length basis, and except as contemplated by this Agreement, no Warrantor, officer or director of a Group Company or any Affiliate or Associate of any such Person has any agreement (whether oral or written), understanding, proposed transaction with, or is indebted to, any Group Company, nor is any Group Company indebted (or committed to make loans or extend or guarantee credit) to any of such Persons (other than for accrued salaries, reimbursable out-of-pocket expenses for employees or other standard employee benefits). No officer or director of a Warrantor has any direct or indirect ownership interest in, or any agreement or other arrangement or undertaking, with, any firm or corporation with which a Group Company is affiliated or with which a Group Company has a business relationship, or any firm or corporation that competes with a Group Company. No Affiliate or Associate of any officer or director of a Warrantor is directly or indirectly interested in any contract with a Group Company. No officer or director of a Warrantor or any Affiliate or Associate of any such Person has had, either directly or indirectly, an interest in: (a) any Person which purchases from or sells, licenses or furnishes to a Group Company any goods, property, intellectual or other property rights or services; or (b) any Contract or agreement to which a Group Company is a party or by which it may be bound or affected. There is no agreement between any shareholder of the Company with respect to the ownership or control of any Group Company.
- 4.22 Environmental and Safety Laws. None of the Group Companies is in violation of any applicable Law relating to the environment or occupational health and safety in any material respects and no material expenditures are or will be required in order to comply with any such existing Law.
- 4.23 Employee Matters.
- (a) Except as disclosed in Section 4.23 of the Disclosure Schedule, (a) each Group Company has complied in all material respects with all applicable employment and labor Laws, including provisions thereof relating to employment contracts, wages, hours, housing funds, social welfare, social insurance contribution and collective bargaining, (b) there is no pending or, to the best knowledge of the Warrantors, threatened legal proceeding relating to the violation or alleged violation of any applicable employment and labor Laws; (c) each Group Company has duly entered into legal and valid written employment contracts with its employees in accordance with applicable Laws, and (d) each Group Company is in compliance in all material respects with all Laws relating to its provision of any form of social insurance, and has paid, or made provision for the payment of, all social insurance contributions required under applicable Laws.

- (b) Except as required by Law, none of the Group Companies is a party to or is bound by any currently effective employment Contract (other than contracts that can be terminated on an at-will basis), deferred compensation agreement, pension, provident, superannuation, life assurance, disability or other similar schemes or arrangements, bonus plan, incentive plan, profit sharing plan, retirement agreement or other employee compensation agreement providing any Employee Benefit Plan. To the extent that any such arrangements as described in the foregoing are required to be entered into by Law, the Company have provided copies of such arrangements to the Investors prior to the date hereof.
- (c) No officer or the employees listed in Schedule V attached hereto (collectively, the “Key Employees”) intends to, to the best knowledge of the Warrantors, terminate their employment with any Group Company, and no Group Company has a present intention to terminate the employment of any officer or Key Employee. None of the Group Companies is a party to or bound by any currently effective employment contract that is or will be regarded as an incentive plan, profit sharing plan, retirement agreement or other employee compensation agreement. None of the Warrantors is aware, after reasonable investigation, that any of such employees, officers, directors or consultants are in violation thereof. Founder Lu is currently devoting all of his business time to the conduct of the business of the applicable Group Company. Neither Founder Lu is, nor, to the best knowledge of the Warrantors, any of the other Key Employees are, involved in any daily business, operation, management and administration of any entity other than the Group Companies. Founder Lu and the other Key Employees are not subject to any covenant restricting him from working for any Group Company. None of Founder Lu or any other Key Employees was subject to any non-compete, confidentiality or other similar obligations towards a third party when he or she commenced employment with the Group Companies. Founder Lu and each of the other Key Employees have entered into a non-compete agreement with the relevant Group Company respectively, which is valid and effective. Neither Founder Lu nor any other Key Employees is in violation of such non-compete agreement applicable to or binding upon such persons.
- (d) No employees of any Group Company are represented by a labor union, works council, or other labor organization. Neither the Company nor any other Group Company is party to, or bound by, any collective bargaining agreement, Contract or other agreement or understanding, or bargaining relationship with a labor union, works council, or labor organization. The Group Companies are not, and for the past three (3) years have not been, subject to a pending or threatened strike, lockout, walkout, work stoppage or other material labor dispute.
- (e) Each Employee Benefit Plan (if any, and each related trust, insurance Contract or other funding vehicle) has been established, maintained, funded, and administered in all material respects in accordance with its terms and in a manner not in violation of the requirements of all applicable Laws. Each Group Company has complied with all applicable Laws (including funding requirements) relating to social insurance contributions, housing funds contributions and any other labor related plans that are mandatorily required to be funded or sponsored by the Group Companies under applicable Laws.

- (f) Jiangsu Ousuo Software Co., Ltd. (江苏欧索软件有限公司), Suzhou Zancheng Network Technology Co., Ltd. (苏州赞橙网络科技有限公司), Suzhou Gaoqi Investment Management Co., Ltd. (苏州高企投资管理有限公司), Suzhou DZQH Enterprise Management Consulting Center (Limited Partnership) (苏州大致启宏企业管理咨询中心 (有限合伙)) and Suzhou XZY Enterprise Management Consulting Center (Limited Partnership) (苏州新智云企业管理咨询中心 (有限合伙)) do not engage in any business which competes directly or indirectly with the Business of the Group Companies. Holding of Equity Securities in any of the foregoing entities by Founder Lu does not, and could not be reasonably expected to, adversely impede or interfere with his engagement with the Group Companies or participation in the management or the business operations of the Group Companies.
- 4.24 Exempt Offering. The offer and sale of the Purchased Shares under this Agreement and the issuance of the Conversion Shares upon conversion thereof are or shall be exempt from the registration requirements and prospectus delivery requirements of the Securities Act, and from the registration or qualification requirements of any other applicable securities Laws.
- 4.25 No Other Business. Each of the Offshore Group Companies was formed solely to acquire and hold directly or indirectly the equity interest in the WFOEs, and since its formation has not engaged in any business and has not incurred any liability in the course of its business, other than acquiring and holding equity interest in the WFOEs and, unless otherwise agreed by the Investors, shall not incur any liability in the course of carrying out such purpose. The WFOEs are intended to be engaged in and the Domestic Companies are engaged solely in the Business and have no other activities. Except as contemplated under the Transaction Documents, neither the Founder Parties nor any of their respective Affiliates or Associates (other than a Group Company), is engaged in any activities that are same or similar to or otherwise compete with the Business.
- 4.26 Constitutional Documents. The memorandum of association, articles of association, by-laws and all other constitutional documents (or analogous constitutional documents) of each Group Company are in the form provided to the Investors.
- 4.27 Minute Books. All available minute books of each Group Company (as applicable) have been made available to the Investors and each such minute books contain a summary of such meetings and actions taken by directors and shareholders or owners of such Group Company since its time of formation, and reflects all transactions referred to in such minutes accurately in all material respects.
- 4.28 Insurance. Except as disclosed in Section 4.28 of the Disclosure Schedule, each Group Company has in full force and effect insurance policies, with extended coverage, sufficient in amount (subject to reasonable deductibles) to allow it to reasonably replace any of its properties and material assets that might be damaged or destroyed or to recover from risks related to accident, business interruption, public, personal or product

liability or other risks, that are in categories and amounts customary for companies similarly situated. There is no material claim pending thereunder as to which coverage has been questioned, denied or disputed. All premiums due and payable under all such policies and bonds have been timely paid, and each Group Company is otherwise in compliance in all material respects with the terms of such policies and bonds.

4.29 Other Representations and Warranties relating to the WFOEs and the Domestic Companies.

- (a) The Constitutional Documents and Permits of each of the WFOEs and Domestic Companies are valid and have been duly approved or issued by, or filed with (as applicable) the competent Governmental Authorities of the jurisdiction of its incorporation or organization.
- (b) Except for those expressly contemplated under the Transaction Documents or the Subsidiary Agreements, there are no outstanding rights, or commitments made by any of the WFOEs or the Domestic Companies to sell any of its equity interest, and none of the outstanding equity interest in the WFOEs or the Domestic Companies (other than the Non-wholly Owned/Controlled Subsidiaries) and no Equity Securities held or controlled (whether directly or indirectly) by the Company in the Non-wholly Owned/Controlled Subsidiaries is subject to any preemptive rights, rights of first refusal or other rights to purchase such shares (whether in favor of such subsidiaries or any other Persons).
- (c) The registered capital of each of the WFOEs and the Domestic Companies has been fully paid up and maintained in accordance with the schedule of payment stipulated in its respective articles of association, approval document, certificate of approval and business license and in compliance with PRC Laws and regulations, and there is no outstanding capital contribution commitment. For each of the WFOEs and the Domestic Companies, all the historical changes to the share capital of such PRC Company and historical transfers of equity interest in such PRC Company were made in compliance with the applicable Laws. There are no outstanding rights, or commitments made by any Group Company or Founder Lu to sell any of its equity interest in the Domestic Companies.
- (d) Except for those contemplated under the Cooperative Agreements, there are no outstanding commitments made by any of the WFOEs or the Domestic Companies to sell any of its assets, properties or business to any third party.
- (e) Except for the WFOEs' call option right to purchase the shares of Jiangsu Yunxuetang, Shanghai Fenghe and Shanghai Zhong Ou pursuant to the corresponding Cooperative Agreements, the equity interests in the WFOEs and the Domestic Companies are not subject to any call option or similar rights of any other Person.
- (f) Except for those contemplated under the Cooperative Agreements, none of the WFOEs or the Domestic Companies has delegated any power or issued any powers of attorney in favor of any Person, other than powers of attorney issued to its directors, officers, or employees for purpose of executing contracts or agreements for and on behalf of the WFOEs or the Domestic Companies, as the case may be, in the ordinary course of business.

- (g) The Cooperative Agreements, in the aggregate, have established and maintain a captive structure through which (i) the WFOE I, to the extent permitted by applicable Laws, can acquire control over Jiangsu Yunxuetang and the other Domestic Companies controlled by Jiangsu Yunxuetang, (ii) the WFOE II, to the extent permitted by applicable Laws, can acquire control over Shanghai Fenghe and Shanghai Zhong Ou and the other Domestic Companies controlled by them respectively, (iii) the financial statements of Jiangsu Yunxuetang and the other Domestic Companies controlled by it can be consolidated with those of the Company and the WFOE I, and (iv) the financial statements of Shanghai Fenghe and Shanghai Zhong Ou and the other Domestic Companies controlled by them respectively can be consolidated with those of the Company and the WFOE II. The Cooperative Agreements constitute valid and binding obligations of the parties thereto enforceable in accordance with their respective terms, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar Laws affecting creditors' rights generally and to general equitable principles. None of the Warrantors has received any oral or written inquiries, notifications or any other form of official correspondence from any Governmental Authorities challenging or questioning the legality or enforceability of any of the Cooperative Agreements.

4.30 Other Representations and Warranties Relating to Founder Parties.

- (a) Except as disclosed in Section 4.30(a) of the Disclosure Schedule, Founder Lu does not presently own or control, or will, as of the Closing own or control, directly or indirectly, any interest in any corporation, partnership, trust, joint venture, association, or other entity other than the Group Companies and the Founder Lu Holdco.
- (b) Founder Lu does not presently and will not, as of the Closing own, manage, operate, finance, join, control, or participate in the ownership, management, operation, financing or control of, or be associated as a director, senior management, partner, lender, investor or representative in connection with, any business or corporation, partnership, or organization which competes with the Business or with which a Group Company has a business relationship.
- (c) There is no action, suit, proceeding, claim, arbitration or investigation pending against Founder Lu in connection with his involvement with any of the Group Companies. Founder Lu is not a party to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or Governmental Authority and there is no action, suit, proceeding, claim, arbitration or investigation which any Founder Party intends to initiate in connection with his/her/its involvement with any of the Group Companies.
- (d) Founder Lu has all requisite power, authority and capacity to enter into the Transaction Documents and to perform his obligations thereunder.
- (e) No proceedings have commenced or are pending for the bankruptcy, insolvency, winding up, liquidation or reorganization of any Founder Party, if applicable.

No Founder Party is bankrupt or insolvent. Each Founder Party is able to pay its debts as they fall due and has sufficient assets to repay all of its debts.

- (f) Founder Lu is the sole shareholder on record and sole beneficial owner of the Founder Lu Holdco.
 - (g) The execution, delivery and performance of and compliance with this Agreement and the other Transaction Documents by Founder Lu Holdco to which it is a party and the consummation of the transactions contemplated hereby and thereby by Founder Lu Holdco have been duly authorized, and will not result in any violation or breach or default under any constitutional documents, any material contracts or applicable Laws binding on Founder Lu Holdco.
 - (h) The Founder Parties are not in violation, breach or default under of any material contracts binding on such parties (including without limitation the Founder Lu Holdco Loan Documents as defined in the Shareholders Agreement).
- 4.31 Zhong Ou Acquisition. The transactions (the “Zhong Ou Acquisition”) contemplated by the Zhong Ou Acquisition Agreements which have been completed as of the date hereof have been completed in accordance with applicable Laws and the Zhong Ou Acquisition Agreements, and all necessary approvals, authorizations and consents from Governmental Authorities and other Persons required to be obtained by the Company and Jiangsu Yunxuetang in connection with Zhong Ou Acquisition have been timely obtained. All corporate actions on the part of each of the Company and Jiangsu Yunxuetang, their respective officers, directors and shareholders necessary for the authorization and the implementation of the Zhong Ou Acquisition has been taken. There is no actual, pending or, to the best knowledge of the Warrantors, threatened Action or dispute against the Company and/or Jiangsu Yunxuetang relating to the Zhong Ou Acquisition.
- 4.32 Disclosure. Each Warrantor has fully provided the Investors with all the information that the Investors has requested for deciding whether to purchase the Purchased Shares. There is no fact or circumstance relating to the affairs of any Group Company which has not been disclosed to the Investors and which if disclosed would influence the decision of the Investors to subscribe for the Purchased Shares. No representation, warranty or statement in writing provided by any Warrantor in this Agreement (including the Disclosure Schedule) and no information or materials provided by any Warrantor to the Investors in connection with the negotiation or execution of this Agreement or any other Transaction Document or any agreement contemplated hereby or thereby contains any untrue statement of a material fact, or omits to state any material fact necessary to make the statements herein or therein, in light of the circumstances in which they are made, not misleading. To the best knowledge of the Warrantors, there is no fact that would materially adversely affect the assets, business, prospects, financial condition or results of operations of the Group Companies that has not been set forth in this Agreement or the Disclosure Schedule.

5. REPRESENTATIONS AND WARRANTIES OF THE INVESTOR.

Each Investor hereby, severally and not jointly, represents and warrants to the Company as of the date and as of the Closing as follows:

- 5.1 Organization. Such Investor is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation.
- 5.2 Authorization. Such Investor has all requisite power, authority and capacity to enter into the Transaction Agreements to which it is a party, and to perform its obligations under the Transaction Agreements to which it is a party. This Agreement has been, or will be immediately prior to the Closing be, duly authorized, executed and delivered by such Investor. This Agreement and the Shareholders Agreement, when executed and delivered by such Investor, will constitute valid and legally binding obligations of such Investor, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar Laws affecting creditors' rights generally and to general equitable principles. No consent, approval or authorization of, or filing or registration with any governmental authority is required to be obtained by such Investor in connection with the execution and delivery of the Transaction Agreements by such Investor or the performance of such Investor's obligations hereunder or thereunder.
- 5.3 Purchase for Own Account. The Purchased Shares will be acquired for such Investor's own account, not as a nominee or agent, and not with a view to or in connection with the sale or distribution of any part thereof.

6. CONDITIONS TO THE INVESTOR'S OBLIGATIONS AT THE CLOSING.

- 6.1 The obligations of each Investor to purchase the Purchased Shares at the Closing are subject to the fulfillment, on or prior to the Closing Date, to the satisfaction of such Investor (or written waiver thereof given by such Investor) of the following conditions:
- (a) No Injunction. No applicable Laws shall have been adopted or promulgated after the date of this Agreement by any Governmental Authority, and no temporary restraining order, preliminary or permanent injunction or other order issued by any Governmental Authority of competent jurisdiction (an "Injunction") shall be in effect, in any case having the effect of making the transactions contemplated hereby illegal or otherwise prohibiting the consummation of the transactions contemplated hereby.
- (b) No Legal Proceeding. No Action shall have been initiated or threatened by any Governmental Authority seeking an Injunction having the effect of making the transactions contemplated hereby illegal or otherwise prohibiting the consummation of the transactions contemplated hereby.
- (c) Representations and Warranties True and Correct. The representations and warranties made by the Warrantors in Section 4 hereof shall be true and correct, and not, in material respects, misleading when made, and shall be true and correct, and not, in material respects, misleading as of the Closing Date with the same force and effect as if they had been made on and as of such date, subject to changes expressly contemplated by this Agreement.
- (d) Performance of Obligations. The Warrantors shall have performed and complied with all covenants, obligations and conditions contained in this Agreement that are required to be performed or complied with by the Warrantors on or before the Closing.

- (e) Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated hereby and all documents and instruments incident thereto, including without limitation the written approval from all of the then current holders of equity interest of each Group Company that is a party to this Agreement and/or the other Transaction Documents, as applicable, with respect to this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby, shall have been completed in form and substance reasonably satisfactory to the Investors, and the Investors shall have received all copies of such documents as it may reasonably request in a form as agreed by the Investors.
- (f) Permits. The Warrantors shall have obtained any and all Permits (if needed) from the competent Governmental Authorities and any other Persons necessary for consummation of the transactions contemplated by the Transaction Documents, including waivers by the then existing shareholders of the Company of any anti-dilution rights, rights of first refusal, preemptive rights and all similar rights in connection with the issuance of the Purchased Shares at the Closing.
- (g) Compliance Certificate. The Company shall have delivered to such Investor a certificate, dated the Closing Date, signed by a director of the Company, a director of the BVI Subsidiary I, a director of the BVI Subsidiary II, a director of the Cayman Subsidiary, a director of the HK Subsidiary I, a director of the Founder Lu Holdco, the legal representatives of each of the WFOE I, Jiangsu Yunxuetang, Beijing Yunxuetang, Suzhou Xuancai, XWLJ and Beijing Guoshi and Founder Lu certifying that (i) the conditions specified in this Section 6.1 have been fulfilled; (ii) that the resolutions of the board of directors and resolutions of the shareholders of each Group Company that is a party to this Agreement and/or the other Transaction Documents (as applicable) approving the transactions contemplated hereby remain un-amended and in full force and effect, and (iii) that the resolutions of the shareholders of the Company adopting the Restated Articles remain un-amended and in full force and effect.
- (h) Amendment to Constitutional Documents. The Restated Articles (in the form attached hereto as Exhibit A) shall have been duly adopted by the Company by all necessary corporate action of its Board and its shareholders and shall have been duly submitted for filing with the Registrar of Companies in the Cayman Islands as evidenced by an email confirmation from the registered office provider of the Company.
- (i) Register of Members. Such Investor shall have received a copy of the Company's updated register of members, certified by the registered office provider of the Company as true and complete as of the Closing, reflecting such Investor as the holder of the Purchased Shares and Matrix as the holder of the Founder Lu Transferred Shares at the Closing.
- (j) Execution of Fifth Amended and Restated Shareholders Agreement. The Shareholders Agreement (in the form attached hereto as Exhibit B) shall have been duly executed and delivered by all parties thereto (except for the Investors).

- (k) Execution of Fourth Amended and Restated Share Restriction Agreement. The Company shall have delivered to the Investors the Fourth Amended and Restated Share Restriction Agreement (in the form attached hereto as Exhibit C) (the “Founder Lu Share Restriction Agreement”), duly executed by the Company, Founder Lu and all other parties thereto (except for the Investors).
 - (l) No Material Adverse Effect. There shall have been no Material Adverse Effect since the date of this Agreement and no change or revision to the current applicable Laws that would result in such Material Adverse Effect.
- 6.2 The Warrantors shall use all reasonable efforts to procure the satisfaction of the conditions set out in Section 6.1 above as soon as reasonably practicable and in any event before the Termination Date (as defined below). If at any time any of the Warrantors becomes aware of a fact or circumstance that might prevent a condition from being satisfied, it shall immediately notify the Investors in writing.
- 6.3 Each Investor may at any time waive in writing any of the conditions set out in Section 6.1 above, on such terms as it may decide and proceed to Closing without the satisfaction of such condition; provided that the Warrantors shall ensure that any such condition so waived shall be fulfilled as soon as practicable following the Closing.
- 6.4 If any of the conditions (which have not previously been waived by the Investors) have not been satisfied on or before the Termination Date, then each Investor may at any time on or after the Termination Date, at its option (but without prejudice to any other right or remedy it may have), by notice to the Company:
- (a) waive any conditions then unsatisfied (provided that the Warrantors shall ensure that any such conditions so waived shall be fulfilled as soon as practicable following the Closing or by a date specified in writing by such Investor following the Closing);
 - (b) postpone Closing to a date (being a Business Day) which is not more than seven (7) Business Days after the initial Termination Date; or
 - (c) without any prejudice to Section 9.17, terminate this Agreement without being liable to any of the Warrantors.

7. CONDITIONS TO THE COMPANY’S OBLIGATIONS AT THE CLOSING.

The obligation of the Company to allot and issue the Purchased Shares to any Investor pursuant to this Agreement is subject to the fulfillment, on or prior to the Closing Date, of the following conditions:

- 7.1 Representations and Warranties. The representations and warranties of such Investor contained in Section 5 hereof shall be true and correct when made, and shall be true and correct as of the Closing Date with the same force and effect as if they had been made on and as of such date.
- 7.2 Proceedings and Documents. All corporate and other proceedings (if applicable) on the part of such Investor in connection with the transactions contemplated hereby and all documents and instruments incident to such transactions shall have been completed.

- 7.3 Execution of Transaction Documents. Such Investor shall have delivered to the Company the Shareholders Agreement and the Founder Lu Share Restriction Agreement to which such Investor is a party as duly executed by such Investor.
8. **COVENANTS OF THE WARRANTORS.**
- The Warrantors jointly and severally covenants to the Investors as follows:
- 8.1 Use of Proceeds. Except as otherwise provided in this Agreement, the Company shall use the proceeds from the issuance and sale of the Purchased Shares (the “Proceeds”) for the growth and expansion, the capital expenditure and working capital of the Group Companies relating to the Business, including with respect to the market expansion, product contents, artificial intelligence/big data and team building, except approved otherwise by the Investors in advance in writing. Other than as provided above and items approved in advance by the Investors in writing, the Proceeds shall not be used to repurchase, redeem or cancel any junior securities or to make any payments to shareholders, directors or officers of the Group Companies, or for repayment of any loans guaranteed by the directors of the Group Companies except for the payment for a bona fide arms-length transaction approved by the Board in accordance with the Shareholders Agreement.
- 8.2 Availability of Ordinary Shares. The Company hereby covenants that at all times there shall be made available, free of any Liens, for issuance and delivery upon conversion of the Purchased Shares such number of Ordinary Shares in the share capital of the Company as are from time to time issuable upon conversion of the Purchased Shares, and will take all steps necessary to increase its authorized share capital to provide sufficient number of Ordinary Shares issuable upon conversion of the Purchased Shares.
- 8.3 Compliance by Founder Parties. The Founder Parties shall fully comply with all applicable Laws on a continuing basis. The Founder Parties undertake that each of them shall act in the best interest of the Group Companies, and in no event shall any of them conduct any action or inaction that could harm the interests of, or infringe the lawful rights or interests of the Group Companies. Founder Lu further covenants and undertakes to the Investors that, after the Closing, Founder Lu shall not, directly or indirectly, create, incur, assume or guarantee, or with respect to which Founder Lu will otherwise become directly or indirectly liable for, any Liability that would adversely affect the Qualified Public Offering of the Group Companies.
- 8.4 Business of Group Companies. The business of the Offshore Group Companies shall be restricted to the direct or indirect holding, management and disposition of equity interest in the WFOEs. The business of the WFOEs and the Domestic Companies shall be restricted to the Business.
- 8.5 Regulatory Compliance. The Group Companies shall, and the Founder Parties shall procure the Group Companies to, comply with applicable Laws (including without limitation Laws relating to value-added telecommunications business, internet audio-video business, internet publishing business, foreign investment, foreign exchange control, anti-monopoly, anti-corruption, taxation, employment, social insurance and intellectual property) in all material respects and obtain and maintain in effect all Permits from the competent Governmental Authorities and other Persons required for conducting the Business. Without limiting the foregoing:

- (a) Certain Operation Permits. Jiangsu Yunxuetang shall use its best commercial efforts to:
- (i) prior to the earlier of (A) the date of submitting application to the relevant stock exchange for initial public offering of the Company or (B) the date of expiry of the rectification period required by the relevant Governmental Authority, apply for and obtain the Online Broadcasting Audio-visual Programs License (信息网络传播视听节目许可证) (the “Online Broadcasting License”) or take other alternative actions satisfactory to Matrix for the purpose of complying with the applicable PRC Laws in connection with the disseminating of audio-video programs through information network;
 - (ii) as soon as practicable after the Closing, in no event later than two (2) months after January 25, 2021, complete renewal of the SP License;
 - (iii) as soon as practicable after the Closing, in no event later than three (3) months after January 25, 2021, apply for and obtain the Type B22 Value-Added Telecommunications Business Operation License (i.e. Value-Added Telecommunications Business Operation License for domestic multi-party communication service business) (the “Type B22 License”).
 - (iv) to the extent required by applicable Laws or needed for the operations of the Group Companies, procure the Internet Publication Permit (互联网出版服务许可证) (the “Internet Publication Permit”); and
 - (v) as soon as practicable after the Closing, apply for permit to run schools (办学许可证) (the “School Permit”) with relevant Governmental Authority, or to the extent that the relevant Governmental Authority promulgates rules or regulations making such permit not necessary for Jiangsu Yunxuetang to continue to conduct the Business, make filings and registrations (if required) with relevant Governmental Authority and take such other actions in compliance with the applicable Laws (including but not limited to the Non-state Education Promotion Law (《中华人民共和国民办教育促进法》)).

In each of the above sub-clauses (i) through (v), the Online Broadcasting License, the SP License, the Type B22 License, the Internet Publication Permit and the School Permit shall be issued by the competent Governmental Authorities in accordance with applicable Laws.

- (b) Application and Registration of Intellectual Properties. Any future material Intellectual Property of the Group Companies shall be applied by and registered under the name of the Group Companies.

- (c) **Compliance Mechanism.** The Group Companies shall, pursuant to a time schedule reasonably proposed by the Board, implement and maintain a proper inspection and monitoring system or policy to ensure that the Group Companies will review, inspect and monitor the copyright of the contents and information contained in the Course Materials and other materials used in its Business operation both before and after them being offered to users and customers for the purpose of preventing the Group Companies from being held liable for any legal non-compliance of such contents or information.
- 8.6 **Qualified Public Offering.** Subject to necessary approvals required therefor, the Company and the Founder Parties shall use their best effort to consummate a Qualified Public Offering before the fourth (4th) anniversary of January 25, 2021. Details of the Qualified Public Offering, including without limitation the exchange on which such public offering is to be effected, will be determined by the Board. The Founder Parties shall ensure that, prior to the commencement of a Qualified Public Offering by the Company, each Group Company and the Founder Parties are in compliance with all applicable Laws and legal requirements in all material respects and that there is no barrier to repatriation of profits, dividends and other distributions from the WFOEs (or any successor entity) to the Company.
- 8.7 **Lock-up.** Subject to the terms and conditions hereof, following a Qualified Public Offering, transfer of shares in the Company by any Founder Party or any holder of Ordinary Shares (other than the Ordinary Shares upon conversion of the Preferred Shares) who is a principal or a management member of any Group Company shall be subject to any customary lock-up restriction to the extent requested by the lead underwriter of securities of the Company in connection with the registration relating to such Qualified Public Offering. In the event of any initial public offering by the Company or any member of the Group Companies, each of the Company and Founder Lu agrees to take all reasonable steps consistent with all legal requirements to facilitate minimizing any restrictions on the transfer of any Purchased Shares (or the Conversion Shares) held by the Investors.
- 8.8 **Intellectual Property.**
- (a) Except with the written consent of the Investors, the Group Companies shall, and the Warrantors shall cause the Group Companies to take all reasonable steps to protect their respective Intellectual Property rights, including without limitation (i) registering their respective material trademarks, brand names, domain names, copyrights and patents (as applicable); (ii) requiring each employee and consultant of each Group Company to enter into a confidential and intellectual property assignment agreement, which shall contain requirements to (x) protect trade secret or proprietary information, and (y) to refrain from using any intellectual property of third parties including prior employers without authorization, in each case with applicable Group Company; and (iii) requiring each key employees (other than the Key Employees who have already entered into such agreement) to enter into a non-competition and non-solicitation agreement requiring such persons to protect and keep confidential such Group Company's confidential information, intellectual property, technical know-how and trade secrets, prohibiting such persons from competing with such Group Company for a reasonable time after their tenure with any Group Company, and requiring such persons to assign all ownership rights in their work product to such Group Company, in each case in form and substance satisfactory to the Board.

- (b) In the event that there is any potential or threatened claim of third parties against any Group Company in connection with or arising out of its usage of any trademarks/application of any self-developed software/application of any self-developed technology, the Group Companies undertake to, and the Founder Parties shall cause the Group Companies to, use their commercially reasonable efforts to, take any and all necessary actions to protect their Intellectual Property rights to use such trademarks/in such software/in such technology and mitigate the negative influence resulting from such claim. In the event that there is any actual claim of third parties against any Group Company in connection with or arising out of its usage of any Intellectual Property, the Warrantors shall notify Matrix as soon as practicable after such claim is brought against any Group Company and, without the prior written consent of Matrix, the Warrantors undertake not to withdraw or settle any relevant legal actions, not to grant any waiver, and not to agree to any termination or compromise in relation to any of the above-mentioned claims.

8.9 Non-Compete.

- (a) The Warrantors acknowledge that each Investor has agreed to invest in the Company on the basis of the continued and exclusive services of and full devotion and commitment by Founder Lu and the other Key Employees to the Group Companies, and agrees that the Investors should have reasonable assurance of such basis of investment. Founder Lu undertakes to the Investors that he shall devote his full time and attention to the business of the Group Companies and shall use his best efforts to develop the business and interests of the Group Companies. The Warrantors undertake to make their reasonable efforts to procure that each of the Key Employees shall devote his or her full time and attention to the business of the Group Companies and shall use his or her best efforts to develop the business and interests of the Group Companies. Founder Lu undertakes to the Investors that, unless with the prior written consent of the Investors, (i) during the period he, directly or indirectly, holds (including through his Affiliates or Associates) any equity interest in, or is employed by, or serves as a director or officer of, any of the Group Companies (the "Affiliation Relationship"), whichever period is longer, and within two (2) years after the termination of such Affiliation Relationship, and (ii) during the period the Investors holds any Series E2 Preferred Share of the Company (the total period in (i) and (ii), the "Restriction Period"), Founder Lu will not, and will procure that each of Founder Lu's Affiliate (especially Suzhou Yunzheng Network Technology Co., Ltd. (苏州云政网络科技有限公司) ("Suzhou Yunzheng")) or each of Founder Lu's Associates will not, in any Relevant Jurisdiction, directly or indirectly:
- (i) conduct any action or inaction that could harm the interests of, or infringe the lawful rights and interests of, any of the Group Companies and/or its Affiliates;
 - (ii) solicit or entice away, or endeavor to solicit or entice away, any director, officer or employee of any Group Company;
 - (iii) render consulting services or any other services or assistance to any Person in conducting business that is the same or similar to, or otherwise competing with the Business of the Group Companies, either in his individual capacity or as a representative or employee of another individual or entity; and

- (iv) control, conduct or participate in, or invest or hold interests in any entity, business operation or activities that is the same or similar to, or otherwise competes or would compete with the Business of the Group Companies as currently or subsequently being conducted during the Restriction Period, in any form (including without limitation, investment, acquisition, co-operation, joint venture, operation, partnership, contractual operation, lease operation, equity holding), whether for its own account or for the benefit of any other Person, except for the holding, as a passive and public investor, of no more than one percent (1%) of the shares in publicly traded companies that may compete with any Group Company.
- (b) The Warrantors further undertake to the Investors to use their reasonable efforts to procure that the directors nominated by Founder Lu, the senior management members of the Group Companies, and the other Key Employees, will not, directly or indirectly, compete with the Business carried on by any Group Company in the above manner during the period that the foregoing persons are direct or indirect shareholders, directors, senior management members or Key Employees of the Group Companies and within two (2) years after each such person or each of them ceases to be a direct or indirect shareholder of the Group Companies or leaves his or her director or senior management post or terminates his or her employment with the Group Companies.
- (c) Founder Lu further undertakes to the Investors that in the event that the operation of any of Founder Lu's Affiliates (to the extent such operation is permitted pursuant to the other provisions under this Section 8.9) or the fact that Founder Lu directly or indirectly holds Equity Securities in any Person other than a Group Company could adversely affect the Qualified Public Offering of the Group Companies, Founder Lu shall eliminate such adverse effects in a proper and timely manner to the reasonable satisfaction of the Investors.
- (d) During the Restriction Period, in the event any entity directly or indirectly established or managed by Founder Lu or his Affiliates, engages or will engage in any business which is the same or similar to or otherwise competes with the Business of the Group Companies, Founder Lu shall cause such entity, to disclose any relevant information to the Investors upon request and transfer such entity or business to any of the Domestic Companies or any subsidiary designated by the Domestic Companies immediately thereafter.
- (e) For purpose of this Section 8.9, "Relevant Jurisdiction" means a jurisdiction in which any Group Company carries on or conducts any business, including but not limited to the PRC, Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan.

- 8.10 Related Party Transactions. The Warrantors shall cause each Group Company to, improve management regarding Related Party transactions and shall not conduct any transaction with any Related Party of any Group Company unless on arm's length basis and with due corporate approval in accordance with the Shareholders Agreement and the Restated Articles. The Warrantors shall cause the Group Companies to, (i) no later than the 30th day prior to the end of each fiscal year of the Company, prepare and deliver to the Board a pricing policy for related party transactions for the following fiscal year, which shall include the basis of such pricing policy and a projected maximum contract value of each type of related party transactions, (ii) within ninety (90) days after the end of each fiscal year of the Company, prepare and deliver to the Board a report by the auditor on its review of the related party transactions conducted by the Group Companies during such fiscal year (including with respect to the transfer pricing methodology and the compliance by the Group Companies with applicable transfer pricing laws, accounting standards and the duly adopted transfer pricing policies), and (iii) take appropriate rectification measures if any Related Party transactions would adversely affect the Qualified Public Offering of Group Companies.
- 8.11 Use of Investor's Brands and Marks. Notwithstanding anything to the contrary in this Agreement, without the prior written consent of Matrix, and whether or not Matrix or any of its Affiliates are then a shareholder of the Company, the Warrantors shall not, and shall cause the Affiliates of the Group Companies not to, use in advertising, publicity, announcements, or otherwise the name of "Matrix", "Matrix Partners", "经纬", "经纬中国" and any associated logos of the above brands, or any company name, trade name, trademark, service mark, domain name, device, design, symbol or any abbreviation, contraction or simulation thereof owned or used by Matrix or any of its Affiliates; except for the reference to "Matrix", "Matrix Partner", "经纬" and/or "经纬中国" in a factual statement that the Company is a portfolio company of Matrix (to the extent such information is by then in the public domain).
- 8.12 Equity Compensation; ESOP.
- (a) The Company shall not, and shall procure the other Group Companies not to, directly or indirectly issue Ordinary Shares, share options or other forms of equity of the Company to any employee, director or consultant of any of the Group Companies except pursuant to an employee stock option plan duly adopted by the Company from time to time in accordance with the Shareholders Agreement and the Restated Articles.
- (b) With respect to the Existing ESOP Shares (representing 1.9951% of the fully-diluted share capital of the Company immediately prior to the Closing and 1.8746% of the fully-diluted share capital of the Company upon the Closing) which have been reserved for share options to be granted to the employees, directors or consultants of the Group Companies, a formal ESOP (including terms on the exercise price and the vesting schedule of the options) shall not be adopted prior to the Closing and shall be determined and adopted by the Board of the Company after the Closing (subject to such approvals as required under the Shareholders Agreement and the Restated Articles). Should recipients of any option under any ESOP fail to exercise such option in a manner not in conflict with applicable PRC Laws, including Circular 37 and Circular 7, no option under any ESOP may be actually exercised, and no shares thereunder may be issued to such recipients, unless and until after the requisite filing, if applicable, with SAFE pursuant to Circular 37 or Circular 7 (as the case may be) has been completed. Each recipient of an option to purchase Ordinary Shares under the ESOP shall enter into a share option agreement with the Company in the form and substance reasonably acceptable to Matrix. Except as may be expressly set forth in the Shareholders Agreement, without the prior written consent of Matrix, no securities other than Existing ESOP Shares shall be reserved by any Group Company for any ESOP.

- 8.13 Independent Auditors. The Company shall engage one of the Big Four accounting firms (i.e., Deloitte & Touche or Ernst & Young, KPMG, and PricewaterhouseCoopers) or other reputable accounting firms acceptable to the Investors and shall cause such accounting firm to audit the Company's annual consolidated financial statements.
- 8.14 Cash Deposit. All the Group Companies' cash shall be deposited with sound international or PRC financial institutions, and all such cash deposits shall be short-term with free liquidity unless otherwise approved by the Board.
- 8.15 Tax Covenants. The Warrantors shall cause each Group Company to comply with all applicable tax Laws in all material respects, including without limitation, Laws pertaining to corporate income tax, individual income tax, value added tax and business tax.
- 8.16 Business Operation. During the period between the date hereof and the Closing, except as the Investors otherwise agrees in writing or as expressly contemplated under this Agreement or as required by applicable Laws, each of the Group Companies who is a party to this Agreement and/or the other Transaction Documents shall (and the Warrantors shall use best endeavors to cause each of the Group Companies to) (i) conduct its business in the ordinary course consistent with past practice, as a going concern and in compliance with all applicable Laws and all Contracts of the Group Companies in all material respects, (ii) pay or perform its debts, Taxes, and other obligations when due, (iii) maintain its assets in a condition comparable to their current condition, with reasonable wear, tear and depreciation excepted, (iv) preserve intact its current business organizations and keep available the services of its current officers and employees and preserve its relationships with customers, suppliers and others having business dealings with, (v) periodically report to the Investors concerning the status of its business, operations and finance, and (vi) promptly take all actions reasonably necessary to consummate the transactions contemplated by this Agreement, including the taking of all reasonable acts necessary to cause all of the conditions set out under Section 6 to be satisfied.
- 8.17 Covenants regarding Activities prior to Closing. Except as required or expressly permitted by this Agreement, no resolution of the directors, owners, members, partners or shareholders of any of the Group Companies shall be passed, nor shall any action, contract or commitment be entered into, with respect the following, in each case, prior to the Closing without the prior written consent of the Investors:
- (a) any amendment to the memorandum of association and/or articles of association of any Group Company;
 - (b) any action by any of the Group Company to authorize, create or issue or redeem or repurchase or reclassify any shares or securities of any class or series of such Group Company;

- (c) the declaration and/or payment of any and all dividends on any securities of any Group Company or payment of any other distributions to any shareholder of any Group Company;
- (d) any merger, consolidation, scheme of arrangement, recapitalization or sale, transfer, lease or other disposition of any material assets of any Group Company;
- (e) any change in the number of directors of any Group Company;
- (f) any filing by or against any Group Company for the appointment of a receiver, administrator or other form of external manager, or the winding up, liquidation, bankruptcy or insolvency of any Group Company;
- (g) any expenditure, any purchase and disposal of assets and businesses, or any purchase and disposal of assets and businesses worth, in the aggregate, more than US\$200,000 by any Group Company;
- (h) other than in the ordinary business, any business transactions of the Group Companies (taken as a whole) exceeding the amount of US\$200,000 or out of scope of principal business;
- (i) any capital commitment, loan transaction or mortgage or pledge transaction of the Group Companies (taken as a whole) exceeding the amount of US\$200,000 in a transaction or a series of related transaction;
- (j) establishment of any subsidiary or Affiliates (including any non-legal person branch) and the signing of any shareholders' agreement or joint venture agreement or cooperation agreement by any Group Company; and
- (k) any purchase or lease by any Group Company of any real estate properties not in the ordinary course of business.

8.18 Information. If at any time before the Closing, any of the Warrantors comes to know of any material fact or event which:

- (a) is in any way materially inconsistent with any of the representations and warranties given by any Warrantor, and/or
- (b) suggests that any material fact warranted may not be as warranted or may be materially misleading, and/or
- (c) might affect the willingness of a reasonable investor in making a prudent decision to purchase the Purchased Shares or the amount of consideration which an Investor would be prepared to pay for the Purchased Shares,

then such Warrantor shall give immediate written notice thereof to each Investor in which event, in addition to any other rights or remedy that is available to the Investors under this Agreement or applicable Law, such Investor may within five (5) Business Days of receiving such notice terminate this Agreement by written notice to the other parties hereto without any penalty whatsoever on such Investor.

- 8.19 Other Issues in the Disclosure Schedule. As soon as practicable after the Closing, the Warrantors shall, in a manner reasonably acceptable to the Investors, resolve the other issues which are disclosed in the Disclosure Schedule or identified by the Investors in the due diligence process but not expressly specified as a specific covenant under this Section 8 or a specific condition for the Closing under Section 6 hereof. The covenants under this Section 8.19 shall not preclude, be prejudice to, or otherwise limit in any way, the Warrantors' indemnification liabilities under Section 9.1 below or any other right of or remedy available to the Investors.
- 8.20 Performance of Transaction Documents and Other Documents. After the Closing, each of the Warrantors shall duly perform their respective obligations pursuant to the Transaction Documents and all other ancillary documents, the forms of which are attached thereto, and any other instrument or documents for or in connection with consummation of the transactions contemplated in the Transaction Documents.
- 8.21 Performance of Cooperative Agreements. Each Group Company which is a party hereto shall duly perform, and the Warrantors shall cause each Group Company to duly perform, the Cooperative Agreements entered into by such Group Company. WFOE I shall, and the Warrantors shall cause each WFOE to, and promptly and diligently enforce its rights under the Cooperative Agreements entered into by such Group Company in the event of any breach or violation thereof by any other party thereto.
- 8.22 Disposition of Related Companies of Founder Lu. As soon as practicable but in any event no later than December 31, 2021, Founder Lu shall dispose of all of his equity interests in Jiangsu Ousuo Software Co., Ltd. (江苏欧索软件有限公司) and Suzhou Yunzheng respectively to a third party that is not his Affiliate or Associate, in each case in a manner satisfactory to Matrix, and shall provide the Investors with documents evidencing such disposition (which shall be in form and substance satisfactory to the Investor).
- 8.23 Tax Declaration. To the extent a Form 8832 (Entity Classification Election) or Form SS-4 (Application for Employer Identification Number) is proposed to be filed by or on behalf of any Group Company with the relevant Governmental Authorities (whether pursuant to any Prior Financing Documents or otherwise), the relevant Group Company shall obtain Matrix's prior written consent before making any filing of the aforesaid forms, and any such form to be filed shall be in form and substance satisfactory to Matrix.
- 8.24 Zhong Ou Acquisition. The Warrantors shall duly perform their obligations under the Zhong Ou Acquisition Agreements in accordance with the terms thereof.
- 8.25 Registration with Competent Governmental Authorities. As soon as practicable but in any event no later than December 31, 2021, Beijing Yunxuetang shall and the other Warrantors shall cause Beijing Yunxuetang to, at its election, (a) register the change of its legal address to its actual place of business with competent Governmental Authorities and obtain an updated business license thereof, or (b) be liquidated and de-registered with the relevant Governmental Authorities, in each case in accordance with the applicable PRC Laws, with evidence thereof to be delivered to the Investors.

- 8.26 Filing of Lease. As soon as practicable after the Closing, the Warrantors shall cause the Group Companies to register all their current lease agreements with the competent Governmental Authorities for record, with evidence thereof to be delivered to the Investors.
- 8.27 Management System of the Intellectual Property of Courses. The Warrantors shall cause the Group Companies to implement and maintain a management system of all the Intellectual Properties used in the Courses Materials, under which, including without limitation, (i) with regard to any Intellectual Property solely owned or jointly owned by any Group Company, the Group Companies will claim their ownership of such Intellectual Property in a visible manner showing on the Course Materials or otherwise and make sure that such Intellectual Property will not infringe, violate or misappropriate any third party's rights; and (ii) with regard to any Intellectual Property not owned by any Group Company, the Group Companies will present a disclaimer in a visible manner showing on the Course Materials or otherwise to the audiences of the courses, clearly stating that the Group Companies do not own such Intellectual Property and will not take any responsibility for any actual or alleged infringement, violation or misappropriation of such Intellectual Property.
- 8.28 Business Plan and Budget. The Company shall as soon as practicable but within three (3) months after the Closing or any other longer period approved in writing by Matrix provide to Matrix the business plan and budget for the twelve (12) months following the Closing to Matrix's satisfaction.
- 8.29 Capital Injection and Tax Filing. Unless otherwise agreed to by the Investors in writing, all Proceeds shall be injected into the registered capital of the WFOE I, provided that US\$20,000,000 can be reserved in the offshore bank of the Company to facilitate its overseas payment of relevant professional service charges incurred in connection with the transactions contemplated hereunder and a proposed initial public offering of the Company. In the event of a subsequent sale of Equity Securities in the Company by any Investor in which event such Investor is required to file any income Tax, capital gain Tax or any other transfer Tax with any PRC Governmental Authorities under applicable PRC Laws, each of the Founder Parties, the Company and the WFOE I agrees that, upon the reasonable request of such Investor, he/she/it will exercise reasonable best endeavor to provide or cause to be provided such Investor with necessary information and assistance to facilitate such Investor in its negotiation or communication with the competent PRC Governmental Authorities with respect to such Investor's indirect Tax basis or equity cost in the Group Companies for the purposes of determining any income Tax, capital gain Tax or other transfer Tax calculated with reference to gains made through the subscription, purchase and sale of such Investor's Equity Securities in the Company.
- 8.30 Shareholder Confirmation. As soon as practicable but in any event within three (3) months after January 25, 2021, the Warrantors shall cause each of the Persons who is a shareholder of the Company to execute and issue a confirmation letter to the Company in form and substance satisfactory to Matrix, stating and confirming that, such shareholder of the Company agrees to use its investment amount actually paid into the share capital (and/or share premium) of the Company to calculate its own tax cost basis for equity investment in the Company, provided that the foregoing tax cost basis shall be subject to final determination of the relevant PRC tax authorities. The Company shall not agree to any amendment, revocation, withdrawal or waiver of such confirmation letter without the prior written consent of Matrix, and a copy of such confirmation letter shall be provided to the Investors.

- 8.31 Access. During the period between the date hereof and the Closing, upon the Company's receipt of prior written notice issued by any Investor at least three (3) days in advance, the Warrantors shall permit such Investor, or any representative thereof, to (i) visit and inspect the properties of the Group Companies, (ii) inspect the contracts, books of account, records, ledgers, and other documents and data of the Group Companies, (iii) discuss the business, affairs, finances and accounts of the Group Companies with officers and employees of the Group Companies, and (iv) review such other information as such Investor may reasonably request, in such a manner so as not to unreasonably interfere with their normal operations.
- 8.32 Compliance with Anti-Corruption, Anti-Money Laundering and Trade Control Laws. The Warrantors shall not and shall cause other Group Companies not to, and shall not permit explicitly or implicitly any of its or their respective directors, officers, managers or employees or permit explicitly any of its independent contractors, representatives or agents to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, any third party, including any Public Official, in each case, in violation of any Anti-Corruption Laws. The Warrantors shall cause each of the Group Companies not to, take or permit any actions that is in violation of applicable Compliance Laws, and the Warrantors shall cause each of the Group Companies to, cease all of its or their respective activities or actions, as well as remediate any actions taken by the Group Companies, or any of their respective directors, officers, managers, employees, independent contractors, representatives or agents, that are in violation of any Compliance Laws. As soon as practicable and in any event within six (6) months after the Closing, the Warrantors shall cause each of the Group Companies to, maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to the reasonable satisfaction of the Investors to ensure compliance with the Compliance Laws and other applicable Laws.
- 8.33 Establishment of Subsidiaries or Branches in Qingdao and Chengdu. As soon as practicable after the Closing, the existing offices in Qingdao and Chengdu operated by the Group Companies shall be registered as a subsidiary or branch of a Group Company.
- 8.34 Contribution of Registered Capital of Suzhou Xuancai. As soon as practicable but in any event within three (3) months after January 25, 2021, Suzhou Xuancai shall, the Warrantors shall cause Suzhou Xuancai to, amend the deadline for contribution of the registered capital of Suzhou Xuancai in its articles of association to a later date in light of the estimated contribution schedule determined by the Board.
- 8.35 Release of Founder Lu Holdco Mortgage. As soon as practicable but in any event within three (3) months following the Closing, Founder Lu Holdco shall repay any and all outstanding amount under the Founder Lu Holdco Loan Documents (as defined in the Shareholders Agreement) and the Founder Lu Holdco Mortgage (as defined in the Shareholders Agreement) shall be fully and finally released and discharged.

9. MISCELLANEOUS.

- 9.1 Indemnity.

- (a) The Warrantors shall, jointly and severally, indemnify each Investor, and its Affiliates, each of their respective directors, officers, employees, agents and assigns (each, an “Indemnitee”) from and against any losses, liabilities, damages, Liens, Taxes, penalties, necessary costs and expenses, including reasonable advisor’s fees and other reasonable expenses of investigation and defense of any of the foregoing, incurred by such Indemnitee (the “Indemnifiable Loss”) as a result of (i) any breach of any representation or warranty made by any Warrantor in this Agreement, the Disclosure Schedule, any other Transaction Document or any other schedule, instrument or certificate delivered pursuant to this Agreement or any other Transaction Document; (ii) any breach or default in performance by any Warrantor of any covenant, agreement or obligation of any Warrantor as set forth in this Agreement, any other Transaction Document or any schedule, instrument or certificate delivered pursuant to this Agreement or any other Transaction Document; and (iii) any non-compliance (whether before or after the Closing) with applicable Laws (including without limitation, conducting the Business without obtaining proper Permits from the competent Governmental Authorities or holders of Intellectual Property rights, and failure to withhold/pay any tax for or on behalf of the employees or make full contributions and payments for or on behalf of the employees in respect of all statutory social insurance and housing plans on a timely basis as required by the applicable Laws).
- (b) If an Indemnitee believes that it has a claim that may give rise to an indemnity obligation of any Warrantor hereunder, it shall promptly notify the Warrantors stating specifically the basis on which such claim is being made, the material facts related thereto, and (if ascertainable or quantifiable) the amount of the claim asserted; provided that failure to provide such notice (each, a “Claim Notice”) shall not relieve any Warrantor from its indemnification obligation hereunder except to the extent such Warrantor has been actually and materially prejudiced by such failure. For purposes hereof, notice delivered to the Company at the Company’s address pursuant to Section 9.6 shall constitute effective notice to all Warrantors. In the event of a third party claim against an Indemnitee for which such Indemnitee seeks indemnification from the Warrantors, no settlement shall be deemed conclusive with respect whether there was an Indemnifiable Loss or the amount of such Indemnifiable Loss unless such settlement is consented to by the Warrantors. Notwithstanding the foregoing sentence, any undisputed portion of Indemnifiable Loss claimed by an Indemnitee shall be indemnified and paid by the Warrantors to such Indemnitee within twenty (20) Business Days upon delivery of the notice by such Indemnitee without further action on its part. Any dispute related to this Section 9.1(b) shall be resolved pursuant to Section 9.15 hereof.
- (c) Specifically, but not by way of limitation, the Warrantors shall jointly and severally indemnify any Indemnitee for any Indemnifiable Losses suffered by such Indemnitee as a result of or arising out of:
- (i) any Warrantor’s failure to withhold any tax, or pay any tax or social insurance or housing funds (including any non-payment or underpayment thereof) in accordance with the applicable Laws for all tax periods or contribution periods (as applicable);

- (ii) any Founder Party's and/or any Group Company's failure to comply with any applicable Laws (including without limitation any Founder Party's and/or Group Company's failure to comply with any tax or labor related Laws) in any material respects that incurred or existed on or prior to the Closing Date;
 - (iii) any liability incurred by any Group Company arising out of or in connection with any infringement upon any other Person's rights to Intellectual Property, including without limitation, (A) infringement, violation or misappropriation of any Intellectual Property of any third party in connection with the use of any trademarks by the Group Companies; or (B) infringement, violation or misappropriation of any Intellectual Property of any third party in or to any Course Materials used by the Group Companies;
 - (iv) any Group Company's failure to timely obtain from the competent Governmental Authorities or duly maintain any Permit in accordance with the applicable Laws (including but not limited to lacking of the Online Broadcasting License, the Internet Publication Permit, the School Permit or the SP License, or insufficiency in the scope of permitted business covered by any value-added telecommunication permit held by any Group Company, in each case, to the extent such Permit or scope of business is required by applicable Law), or any Group Company's breach of or default under any such Permit;
 - (v) any of the Founder's Affiliates' or Associates' conduct of any business that is the same or similar to or otherwise competes with the Business of the Group Companies (the "Affiliate's Competition") or the Group Companies' failure to consummate a Qualified Public Offering due to the Affiliate's Competition;
 - (vi) any failure of Founder Lu or any other Domestic Resident to register and/or update his/her respective holding of equity interest in the Group Companies with the competent Governmental Authorities as required under Circular 37 and/or any other applicable Laws of the PRC.
- (d) Notwithstanding anything to the contrary, the indemnification obligations of the Warrantors under sub-clauses (i) through (vi) under Section 9.1(c), shall not be prejudiced or qualified by or be otherwise subject to any disclosure (in the Disclosure Schedule or otherwise) and shall apply regardless of whether the Warrantors or Indemnitees have any actual or constructive knowledge with respect thereto.
- (e) The indemnification provisions contained in this Section 9.1 are in addition to, and not in derogation of, any statutory, equitable or common-law remedy any party or Indemnitee may otherwise have. No information (other than as disclosed in the Disclosure Schedule) relating to the Group Companies or the Founder Parties of which any Indemnitee has knowledge (actual or constructive) and no investigation by or on behalf of any Indemnitee shall prejudice any claim made by any Indemnitee under the indemnity contained in this Section 9.1 or operate to reduce any amount recoverable thereunder. It shall not be a defense to any claim against the Warrantors that an Indemnitee knew or ought to have known or had constructive knowledge of any information (other than as disclosed in the Disclosure Schedule) relating to the circumstances giving rise to such claim.

- (f) The representations and warranties as they were made on the respective dates by the Warrantors herein shall survive the Closing. Such representations and warranties of the Warrantors shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of the Investors. All covenants or agreements shall survive the Closing and remain in full force and effect in accordance with their terms.
- 9.2 Limitation of Indemnity. The indemnification provided in Section 9.1 is subject to the following limitations: an Indemnitee shall: (i) first seek indemnification from the Group Companies with respect to the whole and entire amount of the Indemnifiable Losses; and (ii) only in the event that the Group Companies are unable to (or have otherwise failed to) pay the Indemnitee the whole and entire amount of such Indemnifiable Losses within ninety (90) days after receipt of a Claim Notice, and to the extent the Indemnifiable Losses were resulted from any decision or action made or taken by the Warrantors without the duly approval of the Board in advance and constitutes gross negligence, willful misconduct or fraud of the Warrantors, the Indemnitee may seek indemnification with respect to any unpaid portion of the Indemnifiable Losses from the Founder Parties.
- 9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of Hong Kong as to matters within the scope thereof, without regard to its principles of conflicts of laws.
- 9.4 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. This Agreement and the rights and obligations herein may not be assigned by any of the Warrantors without the written consent of the Investors. This Agreement and the rights and obligations therein may be assigned by the Investors to any of its Affiliates or any transferee of the Purchased Shares in a transfer that complies with the Shareholders Agreement without any consent of the other parties. Any Person who is not a party to this Agreement shall not have any rights under the *Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong)* to enforce, or to enjoy the benefit of, any term of this Agreement, provided that each Indemnitee shall be an express third party beneficiary who may enforce this Agreement pursuant to Section 9.1 and Section 9.2.
- 9.5 Entire Agreement. This Agreement, the other Transaction Documents, and the schedules and exhibits hereto and thereto, which are hereby expressly incorporated herein by this reference constitute the entire understanding and agreement between the parties with regard to the subjects hereof and thereof; provided however, that nothing in this Agreement or related agreements shall be deemed to terminate or supersede the provisions of any confidentiality and nondisclosure agreements executed by the parties hereto prior to the date hereof, which agreements shall continue in full force and effect until terminated in accordance with their respective terms.

- 9.6 Notices. Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other party, upon delivery; (b) when sent by facsimile at the number set forth in Schedule VI hereto, upon receipt of confirmation of error-free transmission; (c) when sent by electronic-mail at the e-mail address set forth in Schedule VI hereto, upon being sent unless failure delivery notice is received; (d) seven (7) Business Days after deposit in the mail as air mail or certified mail, receipt requested, postage prepaid and addressed to the relevant party or parties as set forth in Schedule VI; or (e) three (3) Business Days after deposit with an overnight delivery service, postage prepaid, addressed to the relevant parties as set forth in Schedule VI with next business day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider. Each Person making a communication hereunder by facsimile shall promptly confirm by telephone to the Person to whom such communication was addressed each communication made by it by facsimile pursuant hereto, but the absence of such confirmation shall not affect the validity of any such communication. A party may change or supplement the addresses set forth in Schedule VI, or designate additional addresses, for purposes of this Section 9.6, by giving the other parties written notice of the new address in the manner set forth above.
- 9.7 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consents of the Company, Founder Lu and the Investors. Any amendment effected in accordance with this Section 9.7 shall be binding upon each party hereto and each of their respective successors and assigns. Any term of this Agreement and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the party against whom such waiver is sought. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.
- 9.8 Waivers of Certain Shareholder's Rights. Each of the Founder Parties by executing this Agreement, hereby waives any anti-dilution rights, rights of first refusal, preemptive rights and all other similar rights in connection with the issuance of the Purchased Shares.
- 9.9 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Warrantor or Investor, upon any breach or default of any party hereto under this Agreement, shall impair any such right, power or remedy of such Warrantor or Investor, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach of default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Warrantor or Investor of any breach of default under this Agreement or any waiver on the part of any Warrantor or Investor of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. Subject to Section 9.1 and Section 9.2, all remedies, either under this Agreement, or by Law or otherwise afforded to the Warrantors and the Investors shall be cumulative and not alternative.

- 9.10 Interpretation; Titles and Subtitles. This Agreement shall be construed according to its fair language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless otherwise expressly provided herein, (i) all references to Sections and Exhibits herein are to Sections and Exhibits of this Agreement; (ii) the words “include” and “including”, and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation”; (iii) the term “or” is not exclusive; (iv) words in the singular include the plural, and words in the plural include the singular; (v) the terms “herein”, “hereof”, and other similar words refer to this Agreement as a whole and not to any particular section, subsection, paragraph, clause, or other subdivision; (vi) the masculine, feminine, and neuter genders will each be deemed to include the others; (vii) the terms “shall”, “will”, and “agrees” are mandatory, and the term “may” is permissive; (viii) the term “day” shall mean “calendar day”, and “month” shall mean calendar month, (ix) all references in this Agreement to designated Schedules, Exhibits and Appendices are to the Schedules, Exhibits and Appendices attached to this Agreement unless the context otherwise requires, (x) the phrase “directly or indirectly” shall mean directly, or indirectly through one or more intermediate Persons or through contractual or other arrangements, and “direct or indirect” has the correlative meaning, (xi) references to Laws include any such law modifying, reenacting, extending or made pursuant to the same or which is modified, reenacted, or extended by the same or pursuant to which the same is made, (xii) each representation, warranty, agreement, and covenant contained herein will have independent significance, regardless of whether also addressed by a different or more specific representation, warranty, agreement, or covenant, (xiii) references to this Agreement, any other Transaction Documents and any other document shall be construed as references to such document as the same may be amended, supplemented or novated from time to time, (xiv) all references to dollars or to “US\$” are to currency of the United States of America and all references to “RMB” are to currency of the PRC (and each shall be deemed to include reference to the equivalent amount in other currencies), and (xv) references to a Party includes a reference to that Party’s successors and permitted assigns.
- 9.11 Language and Counterparts. This Agreement has been negotiated, concluded and executed in English language. This Agreement may be executed (including facsimile signature) in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and emailed copies of signatures shall be deemed to be originals for the purposes of the effectiveness of this Agreement.
- 9.12 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be construed, to the extent feasible, so as to render the provision enforceable and to provide for the consummation of the transactions contemplated hereby on substantially the same terms as originally set forth herein, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the severed provision is essential to the rights or benefits intended by the parties. In such event, the parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects the parties’ intent in entering into this Agreement.

- 9.13 Confidentiality and Non-Disclosure. The parties hereto agree to be bound by the confidentiality and non-disclosure provisions of Section 8 of the Shareholders Agreement, which shall mutatis mutandis apply.
- 9.14 Further Assurances. Each party shall from time to time and at all times hereafter make, do, execute, or cause or procure to be made, done and executed such further acts, deeds, conveyances, consents and assurances without further consideration, which may reasonably be required to effect the transactions contemplated by this Agreement.
- 9.15 Dispute Resolution.
- (a) Negotiation Between Parties. The parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of all parties within thirty (30) days, Section 9.15(b) shall apply.
- (b) Arbitration. In the event the parties are unable to settle a dispute between them regarding this Agreement in accordance with subsection (a) above, such dispute, including the validity, invalidity, breach or termination of this Agreement, shall be referred to and finally settled by arbitration at the Hong Kong International Arbitration Centre (“HKIAC”) in accordance with the HKIAC Arbitration Rules (the “HKIAC Rules”) then in effect, which rules are deemed to be incorporated by reference into this subsection (b). There shall be three (3) arbitrators. Where there are more than one (1) party to one (1) side of the dispute, the parties whose interests are aligned shall jointly select one (1) arbitrator. The other party to such a dispute shall select one (1) arbitrator. The HKIAC shall select the third arbitrator. Any such arbitration shall be administered by HKIAC in accordance with HKIAC Procedures for Arbitration in force at the date of this Agreement including such additions to the HKIAC Rules as are therein contained. The decision of the arbitrators (by rule of majority) shall be final and binding on the parties (including any decision on their fees) and their fees shall be borne and paid by the parties in such proportions as the arbitrators shall determine.
- 9.16 Expenses. If the Closing occurs or fails to occur for reasons solely attributable to the Group Companies and/or the Founder Parties, the Company shall reimburse and/or pay all legal, accounting, due diligence, administrative and other expenses and costs actually incurred by the Investors in connection with the Transaction Documents and the transactions contemplated thereby (including out-of-pocket expenses, third party consulting or advisory expenses and legal, accounting and other costs and expenses), for up to US\$100,000. In any other circumstances, each Party shall bear all of its own costs and expenses incurred or to be incurred by it in connection with the Transaction Documents and the transactions contemplated thereby respectively.

- 9.17 **Termination.** Unless otherwise agreed herein, this Agreement may be terminated (i) by any Investor on or after March 31, 2021 or any later date as mutually agreed upon by the Investors and the Company in writing (the "Termination Date"), by written notice to the Company, if the Closing has not occurred on or prior to the Termination Date, provided that such Investor is not in material default of any of its obligations hereunder, or (ii) by any Investor in the event of any material breach or violation of any representation or warranty, covenant or agreement contained herein or in any of the other Transaction Documents by any Warrantor that is not curable or if curable, is not cured within twenty (20) Business Days of written notice given by such Investor. If this Agreement is terminated pursuant to this Section 9.17, this Agreement will be of no further force or effect, and the rights and obligations of the parties hereunder shall terminate and expire without any liability on any party to any other party; provided that, if only one Investor terminates this Agreement pursuant to Section 9.17, this Agreement shall be of no further force or effect with respect to such Investor terminating this Agreement; provided further that Section 1 and this Section 9 shall survive the termination of this Agreement and shall continue in full force and effect pursuant to their terms. Such termination under this Section 9.17 shall be without prejudice to any claims for damages or other remedies that the parties may have under this Agreement or applicable Law and shall not relieve any party from any liability for any breach or violation of this Agreement. For the avoidance of doubt, the termination by one Investor shall be without prejudice to the performance of this Agreement by any other Party.
- 9.18 **Independent Nature of Investors' Obligations and Rights.** The obligations of each Investor under this Agreement and the other Transaction Documents are several and not joint, and no Investor is responsible in any way for the performance or conduct of any other Investor in connection with the transactions contemplated hereby. Nothing contained herein or in any other Transaction Document, and no action taken by any Investor pursuant hereto or thereto, shall be or shall be deemed to constitute a partnership, association, joint venture, or joint group with respect to the Investors. Each Investor agrees that no other Investor has acted as an agent for such Investor in connection with the transactions contemplated hereby.
- 9.19 **No Recourse.** Notwithstanding anything to the contrary in this Agreement or any other Transaction Documents, each Warrantor agrees and covenants that it shall not, and shall cause each of its Affiliates, directors, officers or employees not to, seek any remedy from, make any claim against, or otherwise have any recourse against, any of the Investor's current or future Affiliates or its and their respective equity holders, directors, officers, employees, representatives, members, agents, or general or limited partners, whether by legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Laws, with respect to any matters under or in connection with this Agreement or any other Transaction Documents, provided that the Investors shall not voluntarily initiate any liquidation, dissolution or winding-up proceeding for so long as it holds any equity interests in the Group Companies.
- 9.20 **Specific Performance.** The parties hereto acknowledge and agree that irreparable harm may occur for which monetary damages may not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement.

[The remainder of this page has been intentionally left blank.]

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

THE GROUP COMPANIES:

UNICENTURY GROUP HOLDING LIMITED

By: /s/ Lu Xiaoyan
Name:
Title:

YXT.COM Holding Limited

By: /s/ Lu Xiaoyan
Name:
Title:

YXT.COM (HK) LIMITED (雲學堂控股(香港)有限公司)

By: /s/ Lu Xiaoyan
Name:
Title:

Yunxuetang Information Technology (Jiangsu) Co., Ltd.
(云学堂信息科技(江苏)有限公司)
(corporate seal affixed hereto)

By: /s/ Lu Xiaoyan
Name:
Title:

Jiangsu Yunxuetang Network Technology Co., Ltd.
(江苏云学堂网络科技有限公司)
(corporate seal affixed hereto)

By: /s/ Lu Xiaoyan
Name:
Title:

Signature Page to Series E2 Preferred Share Purchase Agreement of Unicentury Group
Holding Limited

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

THE GROUP COMPANIES:

Beijing Yunxuetang Network Technology Co., Ltd.

(北京云学堂网络科技有限公司)

(corporate seal affixed hereto)

By: /s/ Lu Xiaoyan

Name:

Title:

Suzhou Xuancai Network Technology Co., Ltd.

(苏州炫彩网络科技有限公司)

(corporate seal affixed hereto)

By: /s/ Lu Xiaoyan

Name:

Title:

Suzhou Xiwenlejian Network Technology Co., Ltd.

(苏州喜闻乐见网络科技有限公司)

(corporate seal affixed hereto)

By: /s/ Zu Teng

Name:

Title:

Beijing Guoshi Technology Co., Ltd.

(北京果识科技有限公司)

(corporate seal affixed hereto)

By: /s/ Zu Teng

Name:

Title:

Signature Page to Series E2 Preferred Share Purchase Agreement of Unicentury Group
Holding Limited

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

THE GROUP COMPANIES:

Digital B-School China Limited

By: /s/ Lu Xiaoyan _____

Name:

Title:

CEIBS Management Ltd.

By: /s/ Lu Xiaoyan _____

Name:

Title:

Signature Page to Series E2 Preferred Share Purchase Agreement of Unicentury Group
Holding Limited

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

THE FOUNDER PARTIES:

Founder Lu

Lu Xiaoyan
(卢小燕)

/s/ Lu Xiaoyan

Founder Lu Holdco

UNCENTURY HOLDINGS LIMITED

By: /s/ Lu Xiaoyan

Name: Lu Xiaoyan (卢小燕)

Title: Director

Signature Page to Series E2 Preferred Share Purchase Agreement of Unicentury Group
Holding Limited

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

THE INVESTORS:

Matrix Partners China VI Hong Kong Limited

By: /s/ Zhang Ying _____

Name:

Title: Director

Signature Page to Series E2 Preferred Share Purchase Agreement of Unicentury Group
Holding Limited

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

THE INVESTORS:

Hundreds Three Fund Limited Partnership

By: Hundreds Capital,
in its capacity in general partner of
Hundred Three Fund Limit Partnership

By: /s/ HE, Yanqing

Name: HE, Yanqing

Title: Authorized Signatory

Signature Page to Series E2 Preferred Share Purchase Agreement of Unicentury Group
Holding Limited

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

THE INVESTORS:

SCC Growth VI Holdco E, Ltd.

By: /s/ Ip Siu Wai Eva

Name: Ip Siu Wai Eva

Title: Authorized Signatory

Signature Page to Series E2 Preferred Share Purchase Agreement of Unicentury Group
Holding Limited

LIST OF SCHEDULES AND EXHIBITS

Schedule I-A	List of Founder Parties
Schedule I-B	List of Investors
Schedule II	Particulars of Group Companies
Schedule III	Capitalization Table
Schedule IV	Disclosure Schedule
Schedule V	List of Key Employees
Schedule VI	Notices
Exhibit A	Form of Restated Articles
Exhibit B	Form of Fourth Amended and Restated Shareholders Agreement
Exhibit C	Form of Third Amended and Restated Share Restriction Agreement
Exhibit D	Form of Wire Transfer Instructions

SCHEDULE I-A
List of Founder Parties

SCHEDULE I-B
List of Investors

SCHEDULE II
Particulars of Group Companies

SCHEDULE III
Capitalization Table

SCHEDULE IV
Disclosure Schedule

SCHEDULE V
List of Key Employees

SCHEDULE VI
Notices

EXHIBIT A
Form of Restated Articles

EXHIBIT B
Form of Fifth Amended and Restated Shareholders Agreement

EXHIBIT C
Form of Fourth Amended and Restated Share Restriction Agreement

EXHIBIT D
Form of Wire Transfer Instructions

UNICENTURY GROUP HOLDING LIMITED

YXT.COM HOLDING LIMITED

YXT.COM (HK) LIMITED

(雲學堂控股(香港)有限公司)

YUNXUETANG INFORMATION TECHNOLOGY (JIANGSU) CO., LTD.

(云学堂信息科技(江苏)有限公司)

JIANGSU YUNXUETANG NETWORK TECHNOLOGY CO., LTD.

(江苏云学堂网络科技有限公司)

BEIJING YUNXUETANG NETWORK TECHNOLOGY CO., LTD.

(北京云学堂网络科技有限公司)

SUZHOU XUANCAI NETWORK TECHNOLOGY CO., LTD.

(苏州炫彩网络科技有限公司)

CERTAIN OTHER GROUP COMPANIES

THE PERSONS LISTED IN SCHEDULE I

THE PERSONS LISTED IN SCHEDULE II

THE PERSONS LISTED IN SCHEDULE III

AND

THE PERSONS LISTED IN SCHEDULE IV

FIFTH AMENDED AND RESTATED

SHAREHOLDERS AGREEMENT

DATED MARCH 22, 2021

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FIFTH AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

THIS FIFTH AMENDED AND RESTATED SHAREHOLDERS AGREEMENT (this “Agreement”) is made and entered into as of March 22, 2021 by and among:

- (1) **UNICENTURY GROUP HOLDING LIMITED**, an exempted company incorporated in the Cayman Islands with limited liability (the “Company”);
- (2) **YXT.COM Holding Limited**, a business company incorporated and existing under the Laws of the British Virgin Islands (the “BVI Subsidiary I”);
- (3) **YXT.COM (HK) LIMITED** (雲學堂控股(香港)有限公司), a company incorporated and existing under the Laws of Hong Kong (the “HK Subsidiary I”);
- (4) **Digital B-School China Limited**, an exempted company incorporated and existing under the Laws of the Cayman Islands (the “Cayman Subsidiary”);
- (5) **CEIBS Management Ltd.**, a limited company incorporated and existing under the Laws of the British Virgin Islands (the “BVI Subsidiary II”, together with BVI Subsidiary I, the “BVI Subsidiaries”, and each a “BVI Subsidiary”);
- (6) **Jiangsu Yunxuetang Network Technology Co., Ltd.** (江苏云学堂网络科技有限公司), a company incorporated and existing under the Laws of the PRC (“Jiangsu Yunxuetang”);
- (7) **Beijing Yunxuetang Network Technology Co., Ltd.** (北京云学堂网络科技有限公司), a company incorporated and existing under the Laws of the PRC (“Beijing Yunxuetang”);
- (8) **Suzhou Xuancai Network Technology Co., Ltd.** (苏州炫彩网络科技有限公司), a company incorporated and existing under the Laws of the PRC (“Suzhou Xuancai”);
- (9) **Suzhou Xiwenlejian Network Technology Co., Ltd.** (苏州喜闻乐见网络科技有限公司), a company incorporated and existing under the Laws of the PRC (“XWLJ”);
- (10) **Beijing Guoshi Technology Co., Ltd.** (北京果识科技有限公司), a company incorporated and existing under the Laws of the PRC (“Beijing Guoshi”);
- (11) **Yunxuetang Information Technology (Jiangsu) Co., Ltd.** (云学堂信息科技(江苏)有限公司), a wholly foreign owned enterprise incorporated and existing under the Laws of the PRC (the “WFOE I”);
- (12) **Lu Xiaoyan** (卢小燕, *a/k/a.* 卢睿泽), a PRC citizen with the PRC ID Card No. (“Founder Lu”);
- (13) **Unicentury Holdings Limited**, a business company incorporated in the British Virgin Islands with limited liability which is wholly owned by Founder Lu (“Founder Lu Holdco”, together with Founder Lu, the “Founder Parties”);
- (14) the entities listed in Schedule II attached hereto (the “Key Holder Parties”);

(15) the entities listed in Schedule III attached hereto; and

(16) the entities listed in Schedule IV attached hereto.

RECITALS

WHEREAS:

A. The Company holds one hundred percent (100%) of the equity interest of the BVI Subsidiary I. The BVI Subsidiary I holds one hundred percent (100%) of the equity interest of the HK Subsidiary I. The HK Subsidiary I holds one hundred percent (100%) of the equity interest of the WFOE I which in turn controls Jiangsu Yunxuetang through the Yunxuetang Cooperative Agreements (as defined below).

B. The Company holds one hundred percent (100%) of the equity interest of the Cayman Subsidiary and BVI Subsidiary II, respectively. The Cayman Subsidiary and the BVI Subsidiary II together hold sixty percent (60%) of the equity interest of CEIBS Publishing Group Limited, a company incorporated and existing under the Laws of Hong Kong (the "HK Subsidiary II", together with HK Subsidiary I, the "HK Subsidiaries", and each a "HK Subsidiary"). The HK Subsidiary II holds one hundred percent (100%) of the equity interest of Fenghe Corporation Management Consulting (Shanghai) Co., Ltd. (枫合企业管理咨询 (上海) 有限公司), a company incorporated and existing under the Laws of the PRC ("WFOE II", together with WFOE I, the "WFOEs", and each a "WFOE"), which in turn controls Shanghai Fenghe Culture Communication Co., Ltd. (上海峰禾文化传播有限公司), a company incorporated and existing under the Laws of the PRC ("Shanghai Fenghe") through the Fenghe Cooperative Agreements (as defined below) and Shanghai Zhong Ou International Culture Communication Co., Ltd. (上海中欧国际文化传播有限公司), a company incorporated and existing under the Laws of the PRC ("Shanghai Zhong Ou", together with Jiangsu Yunxuetang, Beijing Yunxuetang, Suzhou Xuancai, XWLJ, Beijing Guoshi, and Shanghai Fenghe, the "Domestic Companies", and each a "Domestic Company") through the Zhong Ou Cooperative Agreements (as defined below, together with the Yunxuetang Cooperative Agreements and the Fenghe Cooperative Agreements, the "Cooperative Agreements")

C. The Group Companies collectively engage in the business of research and development of software (including Software-as-a-Service or "SaaS"), development and operation of internet or mobile network platforms and design, production, distribution and sale of multimedia courses, in each case, related to professional/skill training or education and enterprise informatization, and providing of related technical, consulting and supporting services, and other business as approved by the Board (the "Business").

D. SIG purchased from the Company, and the Company sold to SIG, certain number of series A convertible redeemable preferred shares, with a par value of US\$0.0001 per share, of the Company (the "Series A Preferred Shares") on the terms and conditions set forth in the Series A Preferred Share Purchase Agreement dated as of November 3, 2017 by and among the Company, the BVI Subsidiary I, the HK Subsidiary I, the WFOE I, certain Domestic Companies, the Founder Parties, SIG and certain other parties thereto (the "Series A Purchase Agreement") and the Warrant to Purchase Series A Preferred Shares of UNICENTURY GROUP HOLDING LIMITED dated November 3, 2017 by and among SIG and the Company. Chengwei Capital HK Limited purchased from the Company 1,838,453 Series A Preferred Shares, and CW MBA Digital Limited purchased from the Company 3,414,270 Series A Preferred Shares, on June 24, 2020.

E. Ximalaya (Hong Kong) Limited purchased from the Company 3,036,570 series B convertible redeemable preferred shares, with a par value of US\$0.0001 per share, of the Company (the “Series B Preferred Shares”), Shen Jinhua (沈锦华) purchased from the Company 2,024,380 Series B Preferred Shares through Potato Capital Holding Limited, and Gao Qi (高琪) purchased from the Company 2,024,380 Series B Preferred Shares through Bronze Shield Limited, in each case pursuant to the Series B Preferred Share Purchase Agreement dated as of September 10, 2018 (the “Series B Purchase Agreement”). Ximalaya (Hong Kong) Limited’s onshore Affiliate (i.e., Shanghai Ximalaya Technology Co., Ltd. (上海喜马拉雅科技有限公司) (“Shanghai Ximalaya”), Shen Jinhua (沈锦华), Gao Qi (高琪), Jiangsu Yunxuetang and certain other parties thereto have entered into a Capital Increase Agreement dated December 1, 2017, pursuant to which Shanghai Ximalaya has subscribed for certain amount of increased registered capital of Jiangsu Yunxuetang for a total consideration of RMB30,000,000, Shen Jinhua (沈锦华) has subscribed for certain amount of increased registered capital of Jiangsu Yunxuetang for a total consideration of RMB20,000,000 and Gao Qi (高琪) has subscribed for certain amount of increased registered capital of Jiangsu Yunxuetang for a total consideration of RMB20,000,000.

F. YF Elite Alliance Limited purchased from the Company, and the Company sold to YF Elite Alliance Limited, 23,786,590 series C convertible redeemable preferred shares, with a par value of US\$0.0001 per share, of the Company (the “Series C Preferred Shares”) on the terms and conditions set forth in the Series C Preferred Share Purchase Agreement dated as of September 10, 2018 by and among certain Group Companies, the Founder Parties, YF Elite Alliance Limited and certain other parties thereto (the “Series C Purchase Agreement”) and the Warrant to Purchase Warrant Shares of UNICENTURY GROUP HOLDING LIMITED dated September 10, 2018.

G. The Series D Investors purchased from the Company, and the Company sold to the Series D Investors, 26,268,981 series D convertible redeemable preferred shares, with a par value of US\$0.0001 per share, of the Company (the “Series D Preferred Shares”) on the terms and conditions set forth in the Series D Preferred Share Purchase Agreement dated December 31, 2019 by and among certain Group Companies, the Founder Parties, the Series D Investors and certain other parties thereto (the “Series D Purchase Agreement”). Centurium purchased from YunLing Holdings Limited 6,943,638 Ordinary Shares, which were re-designated by the Company as Series D Preferred Shares immediately upon completion of such purchase. Tencent purchased from the Other Ordinary Shareholder 3,939,542 Ordinary Shares, which were re-designated by the Company as Series D Preferred Shares immediately upon completion of such purchase.

H. Tencent purchased from the Company, and the Company sold to Tencent, 16,883,753 series E convertible redeemable preferred shares, with a par value of US\$0.0001 per share, of the Company (the “Series E Preferred Shares”) on the terms and conditions set forth in the Series E Preferred Share Purchase Agreement dated January 9, 2021 by and among certain Group Companies, the Founder Parties, Tencent and certain other parties thereto (the “Series E Purchase Agreement”).

I. Matrix, April Sky Management Limited (“April Sky”) and the Company entered into a share transfer agreement on February 5, 2021 (“April Share Transfer Agreement”), pursuant to which, Matrix purchased from April Sky 1,501,006 Ordinary Shares. Matrix, Founder Lu Holdco and the Company entered into a share transfer agreement on March 22, 2021 (“Founder Lu Share Transfer Agreement”), pursuant to which, Matrix purchased from Founder Lu Holdco 3,751,945 Ordinary Shares.

J. Matrix purchased from the Company, and the Company sold to Matrix, 3,605,492 series E2 convertible redeemable preferred shares, with a par value of US\$0.0001 per share, of the Company (the “Series E2 Preferred Shares”) on the terms and conditions set forth in the Series E2 Preferred Share Purchase Agreement dated March 22, 2021 by and among certain Group Companies, the Founder Parties, Matrix and certain other parties thereto (the “Series E2 Purchase Agreement”); Hundreds Three Fund Limited Partnership purchased from the Company, and the Company sold to Hundreds Three Fund Limited Partnership, 1,482,018 Series E2 Preferred Shares on the terms and conditions set forth in the Series E2 Purchase Agreement; SCC Growth VI Holdco E, Ltd. purchased from the Company, and the Company sold to SCC Growth VI Holdco E, Ltd., 4,446,055 Series E2 Preferred Shares on the terms and conditions set forth in the Series E2 Purchase Agreement.

K. SIG, the Series B Investors, the Series C Investor, the Series D Investors, Tencent, certain Group Companies, the Angel Parties, the Other Ordinary Shareholder, the Founder Parties and the Key Holder Parties have entered into the Fourth Amended and Restated Shareholders Agreement dated January 25, 2021 (the “Prior Agreement”).

L. The parties hereto desire to enter into this Agreement and the ancillary agreements for the purpose of amending and restating the Prior Agreement in its entirety as well as setting forth the agreements on the governance, management and operations of the Group Companies between and among the Company and its shareholders and the rights and obligations of each party hereto.

AGREEMENT

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

1. DEFINITIONS.

1.1 Certain Defined Terms. Unless otherwise defined herein, capitalized terms used but not defined in this Agreement shall have the meaning ascribed to them in the Series E2 Purchase Agreement. As used in this Agreement, the following terms shall have the following respective meanings:

“Affiliate” means, with respect to a Person other than a natural person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person; and with respect to any Person who is a natural person, any other Person that, is directly or indirectly, controlled by such Person or is a Family Member of such Person. For the avoidance of doubt, in the case of the Lead Series D Investor, the term “Affiliate” includes (i) any direct or indirect controlling shareholder of the Lead Series D Investor, (ii) any of such direct or indirect controlling shareholder’s or the Lead Series D Investor’s general partners, (iii) the fund manager managing such direct or indirect controlling shareholder or the Lead Series D Investor (and general partners and officers thereof) and other funds or Person managed or controlled by such fund manager, and (iv) trusts controlled by or for the benefit of any such Person referred to in (i), (ii) or (iii). In this Agreement, the Affiliate of Yunfeng or “Yunfeng’s Affiliate” or “YF Affiliate” refers to (i) any of YF RMB Funds or YF USD Funds, (ii) any other fund or special purpose investment vehicle managed or sponsored by any YF Advisor, or (iii) any portfolio company controlled by any of the foregoing.

For the purpose of this definition,

(a) “YF RMB Fund” shall mean any of the following: (i) 上海云锋股权投资中心 (有限合伙) ; (ii) 上海云锋新创股权投资中心 (有限合伙) ; (iii) 上海云锋新呈股权投资中心 (有限合伙) ; and (iv) 上海云锋麒泰投资中心 (有限合伙) ;

(b) “YF USD Fund” shall mean any of the following: (i) Yunfeng Fund, L.P.; (ii) Yunfeng Fund II, L.P.; and (iii) Yunfeng Fund III, L.P..

(c) “YF Advisor” means “Yunfeng Offshore Advisor” or “Yunfeng Onshore Advisor”.

(d) “YF Offshore Advisor” means Yunfeng Capital Limited.

(e) “YF Onshore Advisor” means 上海云锋投资管理有限公司 or 上海云锋新创投资管理有限公司, as the case may be. For the avoidance of doubt, Yunfeng shall not be deemed an Affiliate of Alibaba Group Holding Limited or Ant Technology Group Co. Ltd. (蚂蚁科技集团股份有限公司).

“Angel Parties” means the entities listed in part I of Schedule III attached hereto, so long as such entity holds any Ordinary Shares of the Company, an “Angel Party” means any of them.

“Board” or “Board of Directors” means the board of directors of the Company.

“Business Day” means any day, other than a Saturday, Sunday or any public holiday, on which banks are ordinarily open for business in Cayman Islands, Hong Kong and the PRC.

“Centurium” means Jump Shot Holdings Limited, a company incorporated under the Laws of the Cayman Islands, or its successor.

“Change of Control” means (i) any consolidation, amalgamation, scheme of arrangement or merger of the Company with or into any other Person, or any other transaction or series of transactions, in which the members of the Company immediately prior to such consolidation, amalgamation, scheme of arrangement, merger, reorganization or transaction(s) own less than a majority of the voting power attaching to all issued and outstanding Equity Securities of the Company immediately after such consolidation, amalgamation, scheme of arrangement, merger, or reorganization, or any transaction or series of related transactions to which the Company is a party in which or as a result of which at least a majority of the voting power attaching to all issued and outstanding Equity Securities of the Company immediately prior to such transaction(s) is transferred; or (ii) a sale, transfer, lease, or other disposition of all or substantially all of the assets of the Company or of the other Group Companies, or the licensing out of material intellectual property, taken as a whole (or any series of related transactions resulting in such sale, transfer, or lease of all or substantially all of the assets of the Company or of the other Group Companies, or the licensing out of material intellectual property, taken as a whole).

“control” (including with collative meanings, the terms “controlling”, “controlled by” and “under common control with”) means, with respect to any Person, the possession, directly or indirectly, of the power or authority to direct or cause the direction of the business, management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership of more than fifty percent (50%) of the Equity Securities of such Person or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors or similar governing body of such Person.

“Deemed Liquidation Event” has the meaning given to it the Restated Articles.

“Employee Share Restriction Agreements” means the employee share restriction agreements by any among XZY Holdings Limited, each of XZY Holdings Limited’s shareholders (other than Zhang Jian (张戩) and Cheng Xiaowei (程晓伟)), Jiangsu Yunxuetang and Suzhou Xinzhiyun Enterprise Management Consulting Center (Limited Partnership) (苏州新智云企业管理咨询中心 (有限合伙)).

“Equity Securities” means, with respect to any Person that is a legal entity, any and all shares of capital stock, membership interests, units, profits interests, ownership interest, equity interest, registered capital, and other equity securities of such Person, and any right, warrant, option, call, commitment, conversion privilege, preemptive right or other right to acquire any of the foregoing, or security convertible into, exchangeable or exercisable for any of the foregoing, or any contract providing for the acquisition of any of the foregoing. Unless the context otherwise requires or specifies, any reference to “Equity Securities” refers to the Equity Securities of the Company.

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended, and any successor statute.

“Excluded Registration” means (i) a registration relating to the sale of securities to employees of the Company or a Subsidiary pursuant to a stock option, stock purchase, or similar plan; (ii) a registration relating to an SEC Rule 145 transaction; (iii) a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities; or (iv) a registration in which the only Ordinary Shares being registered are Ordinary Shares issuable upon conversion of debt securities that are also being registered.

“Family Members” of an individual means his or her spouse, children or step-children, grandchildren, brothers, sisters, parents, grandparents, in-laws and each person who lives together with this individual in the same household.

“Fenghe Cooperative Agreements” means:

(i) the Exclusive Technology and Consulting Service Agreement (独家技术与咨询服务协议) by and between the WFOE II and Shanghai Fenghe dated June 24, 2020;

(ii) the Exclusive Option Agreement (独家购买权协议) by and among the WFOE II, Shanghai Fenghe and the equity holders of Shanghai Fenghe dated June 24, 2020;

(iii) the Equity Pledge Agreement (股权质押协议) by and among the WFOE II, Shanghai Fenghe and the equity holders of Shanghai Fenghe dated June 24, 2020; and

(iv) the Shareholders Voting Rights Proxy Agreement (股东表决权委托协议) by and among the WFOE II, Shanghai Fenghe and the equity holders of Shanghai Fenghe dated June 24, 2020.

“Founder Lu Holdco Loan Documents” has the meaning given to the term “Loan Documents” in the Founder Lu Holdco Loan Agreement.

“Founder Lu Holdco Mortgage” means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest created pursuant to the Founder Lu Holdco Loan Documents.

“Founder Lu Holdco Mortgaged Shares” has the meaning given to the term “Mortgaged Shares” in the Founder Lu Holdco Mortgage Agreement.

“Governmental Authority(ies)” means any government of any nation or any federation, province or state or any other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any of the foregoing, agency, department, board, commission or instrumentality of the PRC or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

“Group Companies” means collectively the Company, the Cayman Subsidiary, the BVI Subsidiary I, the BVI Subsidiary II, the HK Subsidiary I, the HK Subsidiary II, the WFOEs, the Domestic Companies and each other entity which is directly or indirectly controlled by the Company or whose financial statements are consolidated with those of the Company in accordance with the IFRS or other accounting standards approved by the Board in accordance with Section 9.2 (in each case, the “Approved Accounting Standards”) and are recorded on the books of the Company for financial reporting purposes (each, a “Group Company”).

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC.

“IFRS” means the International Financial Reporting Standards.

“Indemnification Agreements” means the indemnification agreements entered into between the Company and each of the Investor Directors.

“Internal Rate of Return” shall mean, in respect of any Series D Preferred Share as of the date of determination, the annual percentage rate compounded on an annual basis and based on a 365-day period which when applied to each of the following cash flows and taking into account the timing of when the relevant payments are made, would result in a net present value of zero: (a) representing positive cash flows, the aggregate net amounts received by the holder of such Series D Preferred Share in respect of such share through such date (including without limitation any dividends and other distributions and cash from sale or redemption received in respect of such Series D Preferred Share) and (b) representing negative cash flows, the aggregate amounts paid by the holder of such share.

“Investors” means collectively the Series A Investors, the Series B Investors, the Series C Investor, the Series D Investors, the Series E Investors and the Series E2 Investors, an “Investor” means any of them.

“IPO” means the first firm underwritten registered public offering by the Company (or another listing vehicle formed to hold all or most of the business and assets of the Group Companies taken as a whole) of its ordinary shares pursuant to a registration statement that is filed with and declared effective by either the Commission under the Securities Act or equivalent filing for a public offering by the Company (or another listing vehicle formed to hold all or most of the business and assets of the Group Companies taken as a whole) of its ordinary shares in any jurisdiction other than the United States of America, including a Qualified Public Offering.

“IPO Resolution” means a resolution of the Board approving the exploration, furtherance and/or closing of an IPO, any restructuring or applications for any approvals required to effect an IPO and/or any other matters in furtherance of an IPO, in such form as may be approved by the Lead Series D Investor Representative and Tencent.

“Law” or “Laws” means any and all provisions of any applicable constitution, treaty, statute, law, regulation, ordinance, code, rule, or rule of common law, any governmental approval, concession, grant, franchise, license, agreement, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, in each case as amended, and any and all applicable governmental orders.

“Lead Series D Investor” means (i) Centurium, or (ii) Centurium’s assign or transferee to which all (but not less than all) of the Series D Preferred Shares (including securities issued or issuable upon a stock split, stock dividend or any subdivision, combination, recapitalization, or other similar events with respect to such Series D Preferred Shares) held by Centurium immediately prior to such transfer have been transferred in compliance with this Agreement, or (iii) in the event that Centurium has, after January 25, 2021, transferred in compliance with this Agreement (x) all or any portion of the Series D Preferred Shares (including securities issued or issuable upon a stock split, stock dividend or any subdivision, combination, recapitalization, or other similar events with respect to such Series D Preferred Shares) held by it to one (1) or more of its Affiliates, or (y) no less than fifty percent (50%) (but not all) of the Series D Preferred Shares (including securities issued or issuable upon a stock split, stock dividend or any subdivision, combination, recapitalization, or other similar events with respect to such Series D Preferred Shares) held by it to any single assign or transferee who is not an Affiliate of it, then Centurium, such Affiliate(s) and/or such assign or transferee, shall be, taken as a whole, regarded as the Lead Series D Investor for all purposes of this Agreement and the other Transaction Documents, and each of them shall be referred to hereunder as a “Lead Series D Investor Member”.

“Lead Series D Investor Representative” means, (i) Centurium, or (ii) if the scenario described under (ii) of the definition of “Lead Series D Investor” applies, such assign or transferee of Centurium, or (iii) if the scenario described under (iii) of the definition of “Lead Series D Investor” applies, a Lead Series D Investor Member as designated by Centurium in writing to the Company, or if no such designation is made within three (3) Business Days after a request for designation is sent by the Company or Founder Lu, Centurium (for the avoidance of doubt, any direction regarding a matter of the Group Companies or the Founder Parties requiring single consent, approval or confirmation from the Lead Investor (as defined in the Series D Purchase Agreement) or the Lead Series D Investor Representative pursuant to this Agreement or the other Transaction Documents, whether verbally or in writing, given by such designated Lead Series D Investor Member or Centurium (as the case may be) under this scenario (iii) shall be deemed as having been jointly given by all Lead Series D Investor Members which cannot be cancelled, withdrawn or invalidated by a direction regarding the same matter given by any other Lead Series D Investor Member or any Lead Series D Investor Member other than Centurium (as the case may be), and the Company or the Founder Parties shall have no obligations to confer or consult with or seek consent, approval or confirmation regarding the same matter from any other Lead Series D Investor Member or any Lead Series D Investor Member other than Centurium (as the case may be).

“Matrix” means Matrix Partners China VI Hong Kong Limited.

“Non-wholly Owned/Controlled Subsidiaries” means the Group Companies whose equity interests are not one-hundred percent (100%) held or controlled (whether directly or indirectly) by the Company, including without limitation, as of the date hereof, the HK Subsidiary II, the WFOE II, Shanghai Fenghe and Shanghai Zhong Ou, and a “Non-wholly Owned/Controlled Subsidiary” means any of them.

“Ordinary Shares” means the ordinary shares, par value US\$0.0001 per share, in the share capital the Company.

“Ordinary Share Equivalents” means any Equity Security which is by its terms convertible into or exchangeable or exercisable for Ordinary Shares, including without limitation, the Preferred Shares.

“Other Ordinary Shareholder” means the entity listed in part II of Schedule III attached hereto, so long as such entity holds any Ordinary Shares of the Company;

“Person” means any individual, sole proprietorship, partnership, firm, joint venture, estate, trust, unincorporated organization, association, corporation, institution, public benefit corporation, entity or governmental or regulatory authority or other entity of any kind or nature.

“PRC” means the People’s Republic of China, but solely for the purposes of this Agreement and the other Transaction Documents, excluding Hong Kong, the Macau Special Administrative Region and the islands of Taiwan.

“PRC GAAP” means the generally accepted accounting principles of the PRC.

“Preferred Majority” means the holders of more than fifty percent (50%) of the then issued and outstanding Preferred Shares, calculated on an as-converted basis.

“Preferred Shares” means the Series A Preferred Shares, the Series B Preferred Shares, the Series C Preferred Shares, the Series D Preferred Shares, the Series E Preferred Shares and the Series E2 Preferred Shares collectively.

“Qualified Public Offering” means:

(X) with respect to each shareholder other than each Series E Investor and each Series E2 Investor, an IPO consummated (unless otherwise consented to by the Lead Series D Investor Representative, Yunfeng and SIG) on or prior to the seventh (7th) anniversary of January 25, 2021 on the main board of Stock Exchange of Hong Kong, NASDAQ, the New York Stock Exchange, or another domestic or international stock exchange approved by Tencent, the Lead Series D Investor Representative, Yunfeng and SIG (each, a “Qualified Exchange”), provided that, unless otherwise consented to by the Lead Series D Investor Representative, Yunfeng and SIG: (a)(i) if the closing of such IPO occurs on or prior to the fourth (4th) anniversary of January 25, 2021, the per share offering price in such IPO shall be no less than the higher of (1) a price that would provide (assuming that all of the Ordinary Shares into which such Series D Preferred Shares issued to Centurium pursuant to the Series D Purchase Agreement are convertible are sold in the IPO at such offering price) Centurium with an Internal Rate of Return of 25% on Centurium’s investment in the Series D Preferred Shares acquired pursuant to the Series D Purchase Agreement, with such Internal Rate of Return calculated from the date hereof through the closing date of such IPO, and (2) a price that implies a valuation of the Company immediately prior to the IPO that is no lower than US\$800,000,000, and (ii) if the closing of such IPO occurs after the fourth (4th) anniversary of January 25, 2021 and prior to the seventh (7th) anniversary of January 25, 2021, the per share offering price in such IPO shall be no less than a price that implies a valuation of the Company immediately prior to the IPO that is no lower than US\$ 1,000,000,000, and (b) such IPO results in gross proceeds in cash to the Company (i.e., before deduction of underwriting fees and other expenses and costs related to such public offering) of at least US\$160,000,000; and

(Y) with respect to each Series E Investor and each Series E2 Investor, an IPO consummated on or prior to the fourth (4th) anniversary of January 25, 2021 on a Qualified Exchange, the per share offering price in which implies a valuation of the Company immediately prior to the IPO not lower than US\$1,400,000,000 and results in gross proceeds in cash to the Company (i.e., before deduction of underwriting fees and other expenses and costs related to such public offering) of at least US\$160,000,000.

“Related Party” means, with respect to any Group Company:

- (i) any holder of any Equity Securities of any Group Company;
- (ii) any director, officer, supervisory board member or key employee of any Group Company;
- (iii) any Affiliate of any of the foregoing persons specified in (i) or (ii);

(iv) any Person in which any of the foregoing persons specified in (i) or (ii) has any interest, other than a passive shareholding of less than 10%;

(v) any other Affiliate of any Group Company; or

(vi) any Person in which Founder Lu has any interest other than any Equity Securities in any other Group Company or passive shareholding of less than 5%.

Notwithstanding the foregoing, the Company shall not be deemed as a Related Party to any Wholly Owned/Controlled Subsidiary and any Wholly Owned/Controlled Subsidiary shall not be deemed as a Related Party to the Company, and one Wholly Owned/Controlled Subsidiary shall not be deemed as a Related Party to another Wholly Owned/Controlled Subsidiary.

“Restated Articles” means the seventh amended and restated memorandum and articles of association of the Company adopted on March 22, 2021, as amended and/or restated from time to time.

“SEC Rule 145” means Rule 145 promulgated by the U.S. Securities and Exchange Commission under the Securities Act.

“Securities Act” means the United States Securities Act of 1933, as amended.

“Series A Investors” means the entities listed on Schedule IV-1 attached hereto.

“Series A Majority” means the holders of more than fifty percent (50%) of the then issued and outstanding Series A Preferred Shares, calculated on an as-converted basis.

“Series B Investors” means the entities and individuals listed on Schedule IV-2 attached hereto.

“Series B Majority” means the holders of more than fifty percent (50%) of the then issued and outstanding Series B Preferred Shares, calculated on an as-converted basis.

“Series C Investor” means the entity listed on Schedule IV-3 attached hereto.

“Series C Majority” means the holders of more than fifty percent (50%) of the then issued and outstanding Series C Preferred Shares, calculated on an as-converted basis.

“Series D Investors” means the entities listed on Schedule IV-4 attached hereto.

“Series D Majority” means the holders of more than fifty percent (50%) of the then issued and outstanding Series D Preferred Shares, calculated on an as-converted basis.

“Series E Investor” means any holder of Series E Preferred Shares.

“Series E Majority” means the holders of more than fifty percent (50%) of the then issued and outstanding Series E Preferred Shares and Series E2 Preferred Shares, calculated on an as-converted basis.

“Series E2 Investor” means any holder of Series E2 Preferred Shares.

“Series E2 Majority” means the holders of more than two-thirds (2/3) of the then issued and outstanding Series E2 Preferred Shares, calculated on an as-converted basis.

“Subsidiary” means, with respect to any given person, any other person that is controlled directly or indirectly by such given person. For the avoidance of doubt, the Subsidiaries of the Company shall include the WFOEs and the Domestic Companies and their Subsidiaries from time to time.

“shareholder” means, unless the context otherwise requires or specifies, a holder of Shares who is a party hereto as of the date hereof or becomes a party hereto in compliance with the terms hereof.

“Share Restriction Agreements” means (i) the Second Amended and Restated Share Restriction Agreement dated January 15, 2020 and entered into by and among the Company, Dingding Holdings Limited and all other parties thereto, and (ii) the Fourth Amended and Restated Share Restriction Agreement dated the date hereof and entered into by and among the Company, Founder Lu and all other parties thereto.

“Shares” means (i) Ordinary Shares (whether now outstanding or hereafter issued in any context), (ii) Ordinary Shares issued upon conversion of the Preferred Shares or any other class or series of preferred shares of the Company, (iii) Ordinary Shares issued upon exercise or conversion, as applicable, of share options, warrants or other convertible securities of the Company, and (iv) the Preferred Shares and any other class or series of shares in the share capital of the Company.

“SIG” means SIG China Investments Master Fund IV, LLLP.

“Tencent” means Image Frame Investment (HK) Limited.

“Tencent Business Cooperation Agreements” means (i) the Business Cooperation Agreement entered into by and between 深圳市腾讯计算机系统有限公司 (an affiliate of Tencent) and Jiangsu Yunxuetang on or prior to the date hereof, and (ii) the Business Cooperation Agreement entered into by and between Tencent and the Company on or prior to the date hereof.

“Tencent Restricted Person” means each Person listed on Exhibit D.

“Transaction Documents” means the Series A Purchase Agreement, the Series B Purchase Agreement, the Series C Purchase Agreement, the Series D Purchase Agreement, the Series E Purchase Agreement, the Series E2 Purchase Agreement, this Agreement, the Restated Articles, the Indemnification Agreements, the Share Restriction Agreements and the Cooperative Agreements, and each of the other agreements and documents otherwise entered into in connection with the transactions contemplated by any of the foregoing, provided that the Tencent Business Cooperation Agreements shall not be deemed as Transaction Documents for all purposes of Article 47 (Redemption) of the Restated Articles.

“Wholly Owned/Controlled Subsidiaries” means the Subsidiaries of the Company other than the Non-wholly Owned/Controlled Subsidiaries and a “Wholly Owned/Controlled Subsidiary” means any of them.

“Yunfeng” means YF Elite Alliance Limited.

“Yunxuetang Cooperative Agreements” means:

- (i) the Exclusive Technical Consultation Service Agreement (独家技术咨询服务协议) by and between the WFOE I and Jiangsu Yunxuetang dated October 9, 2017;
- (ii) Exclusive Call Option Agreement (独家购股选择权协议) by and among the WFOE I, Jiangsu Yunxuetang and the equity holders of Jiangsu Yunxuetang dated September 5, 2018;
- (iii) the Equity Pledge Agreement (股权质押协议) by and among the WFOE I, Jiangsu Yunxuetang and the equity holders of Jiangsu Yunxuetang dated September 5, 2018;
- (iv) the Shareholders Rights Proxy Agreement (股东权利委托协议) by and among the WFOE I, Jiangsu Yunxuetang and the shareholders of Jiangsu Yunxuetang dated September 5, 2018;
- (v) the Spousal Consents (配偶承诺函) dated September 5, 2018 by each of Chen Yong (陈勇, spouse of Ding Jie (丁捷)), Huang Ling (黄玲, spouse of 吴彬), Ren Qiaohong (任巧红, spouse of 陈红波) and Liu Wenshan (刘文珊, spouse of 许乃汉); and the Spousal Consent (配偶承诺函) dated September 10, 2018 by Liu Jie (刘洁, spouse of 沈锦华); and
- (vi) the Confirmation Letters (确认函) dated September 10, 2018 by each of Founder Lu and Gao Qi (高琪), and the Confirmation Letter (确认函) by LiXue (李雪) dated August 5, 2018.

“Zhong Ou Cooperative Agreements” means:

- (i) the Exclusive Technology and Consulting Service Agreement (独家技术与咨询服务协议) by and between the WFOE II and Shanghai Zhong Ou dated June 24, 2020;
- (ii) the Exclusive Option Agreement (独家购买权协议) by and among the WFOE II, Shanghai Zhong Ou and the equity holders of Shanghai Zhong Ou dated June 24, 2020;
- (iii) the Equity Pledge Agreement (股权质押协议) by and among the WFOE II, Shanghai Zhong Ou and the equity holders of Shanghai Zhong Ou dated June 24, 2020; and
- (iv) the Shareholders Voting Rights Proxy Agreement (股东表决权委托协议) by and among the WFOE II, Shanghai Zhong Ou and the equity holders of Shanghai Zhong Ou dated June 24, 2020.

1.2 Other Defined Terms. The following terms shall have the meanings defined for such terms in the sections set forth below:

<u>Term</u>	<u>Section</u>
Agreement	Preamble
as-converted basis	11.10(b)
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2. INFORMATION RIGHTS; BOARD REPRESENTATION.

2.1 Information and Inspection Rights.

- (a) **Information Rights.** Each of the Group Companies covenants and agrees that, commencing on the date of this Agreement, the Group Companies shall deliver to each Investor, each Angel Party and the Other Ordinary Shareholder (in each case, to the extent such Investor, Angel Party or Other Ordinary Shareholder owns more than three percent (3%) Equity Securities of the Company (calculated on a fully-diluted and as-converted basis)):
- (i) audited annual consolidated financial statements of the Group Companies, within ninety (90) days after the end of each fiscal year, prepared in accordance with the Approved Accounting Standards and audited by a reputable accounting firm as determined by the Board (including the affirmative votes of the Investor Directors);
 - (ii) unaudited monthly consolidated financial statements and the monthly main operation data of the Group Companies, within thirty (30) days of the end of each month;
 - (iii) unaudited quarterly consolidated financial statements of the Group Companies, within sixty (60) days of the end of each fiscal quarter;
 - (iv) a comprehensive operating budget forecasting of the Group Companies' revenues, expenses, and cash position on a month-to-month basis for the upcoming fiscal year and the business plan of the Group Companies for the upcoming fiscal year, each of which that is to be or that has been submitted to the Board for approval, at least thirty (30) days prior to the end of each fiscal year;
 - (v) details in relation to any actual or prospective material change or development with regard to the business, operations and financial conditions of any Group Company;
 - (vi) an up-to-date capitalization table of each Group Company, certified by the Chief Financial Officer/Financial Controller promptly following the end of each quarter;

- (vii) copies of all documents or information of the Group Companies sent to any shareholder;
- (viii) other information as determined by the Board; and
- (ix) such other information as may be reasonably requested by such Investor, the Angel Parties and the Other Ordinary Shareholder (the above rights, collectively, the “Information Rights”).

All financial statements to be provided to each such holder of Preferred Shares and each such holder of Ordinary Shares pursuant to this Section 2.1(a) shall include an income statement, a balance sheet, a cash flow statement, and a statement of changes in shareholding for the relevant period as well as for the fiscal year to-date and shall be prepared in conformance with the PRC GAAP (with respect to the WFOEs and the Domestic Companies) or the Approved Accounting Standards (with respect to the Company, the BVI Subsidiaries, the HK Subsidiaries, or the Group Companies taken as a whole).

- (b) Inspection Rights. Each of the Group Companies further covenants and agrees that, commencing on the date of this Agreement, each Investor, each Angel Party and the Other Ordinary Shareholder (in each case, to the extent such Investor, Angel Party or Other Ordinary Shareholder owns more than three percent (3%) Equity Securities of the Company (calculated on a fully-diluted and as-converted basis) and its authorized representatives shall, by giving a five (5) Business Day prior notice and during the normal business hours, have (i) the right to inspect facilities, personnel, records and books of the Group Companies at any time during regular working hours upon reasonable prior notice to the Group Companies, and (ii) the right to discuss the business, operations and conditions of the Group Companies with their respective directors, officers, employees, accountants, legal counsel and investment bankers (the “Inspection Rights”). Furthermore, each of SIG, Yunfeng, Centurium and Tencent shall have the right to conduct by itself or appoint any accounting firm to conduct financial auditing on the Group Companies at its own expense (the “Special Auditing Rights”), provided that each of SIG, Yunfeng, Centurium and Tencent shall not exercise the Special Auditing Rights more than once in any fiscal year. The Group Companies and the Founder Parties hereby covenant to cooperate with SIG, Yunfeng, Centurium and Tencent in providing necessary conditions and assistance to facilitate such financial auditing.
- (c) Termination of Rights. Unless otherwise provided in this Agreement, the Information Rights, the Inspection Rights and the Special Auditing Rights set forth in this Section 2.1 shall terminate upon the consummation of an IPO.
- (d) United States Tax Matters. The Company acknowledges that any of the holder(s) of Preferred Shares may be, or may be comprised of a Person that is, a U.S. Person (as defined in the United States Internal Revenue Code of 1986, as amended) and that the U.S. income tax consequences to such Person of the investment in the Company will be significantly affected by whether the Company and/or any of the entities in which it owns an equity interest at any time is (i) a “passive foreign investment company” (within the meaning of Section 1297 of the United States Internal Revenue Code of 1986, as amended) (a “PFIC”) or (ii) classified as a partnership or a branch for US federal income tax purposes.

The Company agrees, if requested by any of the holder(s) of Preferred Shares that is, or is comprised of any Person that is, a U.S. Person (as defined in the United States Internal Revenue Code of 1986, as amended), (i) to cooperate with such holder of Preferred Shares, including providing any documentation reasonably requested by such holder of Preferred Shares, to determine annually whether the Company and each of the entities in which the Company owns or proposes to acquire an equity or ownership interest (directly or indirectly) is or may become a PFIC (including whether any exception to PFIC status may apply); for this purpose, the holder(s) of Preferred Shares agrees, if requested by the Company in writing, to provide the Company relevant information about itself/themselves or its/their Affiliates, as deemed reasonably necessary, in order to facilitate such determination, if applicable, and (ii) to provide such information as the holder(s) of Preferred Shares may reasonably request to permit the holder(s) of Preferred Shares to elect to treat the Company and/or any such entity as a “qualified electing fund” (within the meaning of Section 1295 of the United States Internal Revenue Code of 1986, as amended) for US federal income tax purposes. To the extent the Company becomes, or believes it may be, a PFIC, the Company shall notify the holder(s) of Preferred Shares of such status.

The Company agrees, if requested by the holder(s) of Preferred Shares that is, or is comprised of any Person that is, a U.S. Person (as defined in the United States Internal Revenue Code of 1986, as amended), to cooperate in determining whether it would be desirable, reasonable and appropriate for the Company and/or any such entity to elect to be classified as a partnership or branch for U.S. federal income tax purposes and, if so, to take all reasonable steps to cause any such elections to be made; provided, that the holder(s) of Preferred Shares shall, at the Company’s expense, provide appropriate tax and legal expertise to advise the Company and/or any such entity with respect to making such elections. Subject to the preceding sentence, the Company shall not take any action inconsistent with the treatment of the Company as a corporation for U.S. federal income tax purposes and shall not elect to be treated as an entity other than a corporation for such purposes.

The Company agrees, if requested by the holder(s) of Preferred Shares that is, or is comprised of any Person that is, a U.S. Person (as defined in the United States Internal Revenue Code of 1986, as amended), to cooperate with the holder(s) of Preferred Shares, including providing any documentation reasonably requested by the holder(s) of Preferred Shares, to prepare and provide to the holder(s) of Preferred Shares within one hundred twenty (120) days following the end of the Company’s taxable year a complete and accurate “PFIC Annual Information Statement” as required under the applicable U.S. tax regulations for the Company and for each of its Subsidiaries required to file such statement. The parties agree that such statement shall generally follow the general form of Exhibit A attached hereto.

The Company also agrees to obtain and provide reasonably promptly upon the holder(s) of Preferred Shares' request any and all other information deemed reasonably necessary to comply with the provisions of this Section.

2.2 Board of Directors.

- (a) Members of the Board. The Board of the Company shall consist of eight (8) members, which number of members shall not be changed except pursuant to an amendment to the Restated Articles:
- (i) Tencent (so long as it or its Affiliates hold any Series E Preferred Share or Ordinary Shares of the Company) shall be entitled to appoint and remove one (1) director (the "Tencent Director");
 - (ii) the Lead Series D Investor Representative (so long as it holds any Series D Preferred Shares or Ordinary Shares of the Company) shall be entitled to appoint and remove one (1) director (the "Series D Director");
 - (iii) Yunfeng (so long as it holds any Series C Preferred Shares or Ordinary Shares of the Company) shall be entitled to appoint and remove one (1) director (the "Yunfeng Director");
 - (iv) SIG (so long as it holds any Series A Preferred Shares or Ordinary Shares of the Company) shall be entitled to appoint and remove one (1) director (the "SIG Director", together with the Tencent Director, Series D Director and the Yunfeng Director, collectively, the "Investor Directors"); and
 - (v) Founder Lu shall be entitled to, through the Founder Lu Holdco, appoint and remove four (4) directors.
- (b) Election and Removal of Board Members. Appointment or removal of each director of the Company pursuant to Section 2.2 may be made by the shareholder which is entitled to appoint or remove such Director by delivering to the Company a written instrument to that effect signed by such shareholder. No director appointed pursuant to Section 2.2 may be removed from office unless the shareholder originally entitled to appoint such director or occupy such Board seat pursuant to Section 2.2 is no longer so entitled to appoint such director or occupy such Board seat. Any vacancies created by the resignation, removal or death of a director appointed pursuant to Section 2.2 shall be filled pursuant to the provisions of Section 2.2. The Company shall adopt, and each shareholder of the Company that is a party to this Agreement agrees to cause the director(s) appointed by it (if any) to consent to adoption of, Board resolutions as may be required to update the register of directors of the Company reflecting each appointment or removal of director made pursuant to Section 2.2, and the Company shall promptly update its register of directors accordingly thereafter.

- (c) Board Meeting. The Company shall hold a Board meeting at least once every six (6) months, unless otherwise agreed by the majority of the votes of the directors who in all cases shall include all the Investor Directors. The quorum necessary for the transaction of the business of the directors shall be five (5) then in office, provided that such quorum shall include the Investor Directors and no Board meetings shall be held in the absence of any Investor Director. A meeting absent of any Investor Director shall be automatically postponed to commence at the same time on the date five (5) Business Days following the original date set forth in the original notice, and if at the postponed meeting any of the Investor Directors is not present within half an hour from the time appointed for the meeting, any five (5) directors present and entitled to vote shall form a quorum. A notice of the postponed meeting shall also be delivered in accordance with the Restated Articles. Only the business outlined in the notice to the Board members shall be determined at the meeting. Subject to the sections with respect to the matters which must be approved by the Investor Directors as listed under this Agreement (including without limitation Section 9.2), each director except for Founder Lu (to the extent that Founder Lu is a director of the Company) shall have one (1) vote, and Founder Lu, to the extent that he is a director of the Company, shall have two (2) votes at any meeting of the Board or in respect of any Board resolutions. Subject to Section 9.2, any action that may be taken by the Board at a meeting may be taken by a written resolution signed by the directors holding a majority of the votes of all the directors then in office without convening a Board meeting; provided that, in the event that the Company desires to pass any such written Board resolution without convening a Board meeting, the Company shall provide at least five (5) Business Days of advance notice to each of the directors of the Company, setting forth the desire to pass such written Board resolution, reasonable details of the matters proposed to be approved (including the draft of such written Board resolution to be passed) and all relevant documents and materials (if applicable). After the directors representing the majority of the votes of all the directors have signed such resolution in favor of such matters, such resolution shall be deemed to have been approved by the Board, and promptly but in no event later than two (2) days after such signing, the Company shall notify each other director who has not signed or declined to sign such resolution together with a copy of such signed resolution, provided that in such circumstances, the party appointing or nominating such other director shall use reasonable endeavors to cause its appointed or nominated director to cooperate to sign such resolutions if a unanimous written resolutions signed by all directors of the Company is required by applicable Laws to effectuate a corporate action of the Company or to be filed with or submitted to (where applicable) the competent Governmental Authorities, unless any Investor Director appointed or nominated by such party has raised his/her objection or withheld his/her approval or affirmative vote with respect to such matters put to vote pursuant to Section 9.2.
- (d) Board of Subsidiaries. Upon the written request of any Investor who is entitled to appoint director(s) to the Board in accordance with Section 2.2(a), each such Investor shall have the right (but not the obligation) to appoint and remove one (1) director of the board of directors of each Subsidiary of the Company (other than the Non-wholly Owned/Controlled Subsidiaries) (the "Subsidiary Boards") and each, a "Subsidiary Board"). The provisions as set forth in Sections 2.2(b) and (c) hereof shall apply to the Subsidiary Boards.

- (e) Board Observer. Each of SIG, Yunfeng, the Lead Series D Investor Representative, Tencent, Matrix and the Other Ordinary Shareholder shall be entitled to respectively designate one (1) non-voting observer (each, an “Observer”). Chengwei Capital HK Limited and CW MBA Digital Limited shall be entitled to jointly designate one (1) Observer. Each Observer shall have the right to attend and observe meetings of the Board and each committee under the Board, and to receive notices of all meetings of the Board and each committee thereunder and copies of all documents provided to any member of the Board and any member of the Board committees. The Company shall not grant any additional observer rights without the prior written consents of SIG, Yunfeng, the Lead Series D Investor Representative and Tencent.
- (f) Committees under the Board. In the event that any committee is formed within or under the Board, each of SIG, Yunfeng, the Lead Series D Investor Representative and Tencent shall be entitled to designate the Investor Director appointed by such shareholder as a member of each such committee.
- (g) Expenses. The Company shall reimburse the directors for all reasonable expenses relating to all Board activities, including, without limitation, expenses or fees incurred in relation to attending Board meetings or meetings of any committee thereof. Upon request by a majority of the Investor Directors and if commercially reasonable, the Company shall provide directors and officers liability insurance (D&O Insurance) for the directors and officers of the Group Companies, provided that the coverage and indemnified amount under such D&O Insurance shall be subject to approval of the Board (including the affirmative votes of the Investor Directors).

3. REGISTRATION RIGHTS.

3.1 Applicability of Rights. The Holders (as defined below) shall be entitled to the following rights with respect to any proposed public offering of the Company’s Ordinary Shares in the United States of America and shall be entitled to reasonably equivalent or analogous rights with respect to any other offering of the Company’s securities in any other jurisdiction in which the Company undertakes to publicly offer or list such securities for trading on a recognized securities exchange. For purposes of this Agreement, reference to registration of securities under the Securities Act and the Exchange Act (as defined blow) shall be deemed to mean the equivalent registration in a jurisdiction other than the United States of America as designated by such Holders, it being understood and agreed that in each such case all references in this Agreement to the Securities Act, the Exchange Act and rules, forms of registration statements and registration of securities thereunder, U.S. Laws and the SEC (as defined blow), shall be deemed to refer, to the equivalent statutes, rules, forms of registration statements, registration of securities and Laws of and equivalent governmental authority in the applicable non-U.S. jurisdiction. In addition, “Form F-3” (as defined below) shall be deemed to refer to Form S-3 or any comparable form under the U.S. securities Laws if the Company is not at that time eligible to use Form F-3.

3.2 Definitions. For purposes of this Section 3:

- (a) Registration. The terms “register,” “registered,” and “registration” refer to a registration effected by filing a registration statement which is in a form which complies with, and is declared effective by the SEC in accordance with, the Securities Act.

- (b) Registrable Securities. The term “Registrable Securities” means: (1) any Ordinary Shares held by the Angel Parties and the Other Ordinary Shareholder, (2) any Ordinary Shares of the Company issued or issuable pursuant to conversion of any Preferred Shares, (3) any Ordinary Shares issued (or issuable upon the conversion or exercise of any warrant, right or other security which is issued) as a dividend or other distribution with respect to, or in exchange for or in replacement of, any shares of the Company described in clause (1) and (2) of this subsection (b), and (4) any other Ordinary Shares of the Company owned or hereafter acquired by the Angel Parties and the Other Ordinary Shareholder and the holder(s) of Preferred Shares, in each case of clauses (1) to (4), including American depositary shares representing Ordinary Shares. Notwithstanding the foregoing, “Registrable Securities” shall exclude any Registrable Securities acquired or to be acquired by the Founder Parties, the Key Holder Parties and their respective Associate (as defined below), any Registrable Securities sold by a Person in a transaction in which rights under this Section 3 are not validly assigned in accordance with this Agreement, and any Registrable Securities which are sold in a registered public offering under the Securities Act or analogous statute of another jurisdiction.
- (c) Registrable Securities Then Outstanding. The number of shares of “Registrable Securities then Outstanding” shall mean the number of Ordinary Shares of the Company that are Registrable Securities and are then issued and outstanding, issuable upon conversion of Preferred Shares then issued and outstanding, or issuable upon conversion or exercise of any warrant, right or other security then outstanding.
- (d) Holder. For purposes of this Section 3, the term “Holder” means any Person owning or having the rights to acquire Registrable Securities or any permitted assignee of record of such Registrable Securities to whom rights under this Section 3 have been duly assigned in accordance with this Agreement.
- (e) Form F-3. The term “Form F-3” means such respective form under the Securities Act or any successor registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.
- (f) SEC. The term “SEC” or “Commission” means the U.S. Securities and Exchange Commission.
- (g) Registration Expenses. The term “Registration Expenses” shall mean all expenses incurred by the Company in complying with Sections 3.3, 3.4 and 3.5 hereof, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel for the Company, reasonable fees and disbursements of one counsel for all the Holders, “blue sky” fees, expenses and the expense of any special audits incident to or required by any such registration and any liability insurance or other premiums for insurance obtained in connection with a registration (but excluding the compensation of regular employees of the Company which shall be paid in any event by the Company).

- (h) Selling Expenses. The term “Selling Expenses” shall mean all underwriting discounts and selling commissions applicable to the sale of Registrable Securities pursuant to Sections 3.3, 3.4 and 3.5 hereof.

3.3 Demand Registration.

- (a) Request by Holders. If the Company, at any time after six (6) months following the closing of a Qualified Public Offering, receives a written request from the Holders of at least ten percent (10%) of the Registrable Securities then outstanding that the Company file a registration statement under the Securities Act covering the registration of Registrable Securities pursuant to this Section 3.3, then the Company shall, within ten (10) Business Days of the receipt of such written request, give written notice of such request (“Request Notice”) to all Holders, and use its best efforts to effect, as soon as practicable, the registration under the Securities Act of all Registrable Securities that the Holders request to be registered and included in such registration by written notice given by such Holders to the Company within twenty (20) days after receipt of the Request Notice, subject only to the limitations of this Section 3.3; provided that the Company shall not be obligated to effect any such registration if the Company has, within the six (6)-month period preceding the date of such request, already effected a registration under the Securities Act pursuant to this Section 3.3 or Section 3.5 or in which the Holders had an opportunity to participate pursuant to the provisions of Section 3.4, other than a registration from which the Registrable Securities of the Holders have been excluded (with respect to all or any portion of the Registrable Securities the Holders requested be included in such registration) pursuant to the provisions of Section 3.4(b). The Company shall be obligated to effect no more than three (3) demand registrations pursuant to this Section 3.3 that have been declared and ordered effective; provided that if the sale of all of the Registrable Securities sought to be included pursuant to this Section 3.3 is not consummated for any reason other than due to the action or inaction of the Holders including Registrable Securities in such registration, such registration shall not be deemed to constitute one of the registration rights granted pursuant to this Section 3.3; provided further that the registration pursuant to Section 3.4 or Section 3.5 shall not be deemed to constitute one of the registration rights granted pursuant to this Section 3.3.

- (b) Underwriting. If the Holders initiating the registration request under this Section 3.3 (the “Initiating Holders”) intend to distribute the Registrable Securities covered by their request by means of an underwriting, then they shall so advise the Company as a part of their request made pursuant to this Section 3.3 and the Company shall include such information in the Request Notice. In such event, the right of any Holder to include its Registrable Securities in such registration shall be conditioned upon such Holder’s participation in such underwriting and the inclusion of such Holder’s Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Initiating Holders and such Holder) to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting by the Holders of a majority of the Registrable Securities being registered and reasonably acceptable to the Company. Notwithstanding any other provision of this Section 3.3, if the underwriter(s) advise(s) the Company in writing that marketing factors require a limitation of the number of securities to be underwritten, then the Company shall so advise all Holders of Registrable Securities which would otherwise be registered and underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be reduced as required by the underwriter(s) and allocated among the Holders of Registrable Securities on a pro rata basis according to the number of Registrable Securities then outstanding held by each Holder requesting registration (including the Initiating Holders); provided however, that the number of shares of Registrable Securities to be included in such underwriting and registration shall not be reduced unless all other securities are first entirely excluded from the underwriting and registration including, without limitation, all shares that are not Registrable Securities and are held by any other Person, including, without limitation, any person who is an employee, officer or director of the Company or any Subsidiary of the Company; provided further, that at least twenty-five percent (25%) of shares of Registrable Securities requested by the Holders to be included in such underwriting and registration shall be so included. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter(s), delivered at least ten (10) Business Days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.
- (c) Deferral. Notwithstanding the foregoing, if the Company shall furnish to Holders requesting registration pursuant to this Section 3.3, a certificate signed by the president or the Chief Executive Officer of the Company stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its shareholders for such registration statement to be filed at such time, then the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders; provided however, that the Company may not utilize this right more than once in any consecutive twelve (12) month period; provided further, that the Company shall not register any other of its shares during such ninety (90) day deferral period other than an Excluded Registration. A demand right shall not be deemed to have been exercised until such deferred registration shall have been effected.

3.4 Piggyback Registrations.

- (a) The Company shall notify all Holders of Registrable Securities in writing at least thirty (30) days prior to filing any registration statement under the Securities Act for purposes of effecting a public offering of securities of the Company (including, but not limited to, registration statements relating to secondary offerings of securities of the Company, but excluding registration statements relating to any employee benefit plan or a corporate reorganization), and shall afford each such Holder an opportunity to include in such registration statement all or any part of the Registrable Securities then held by such Holder. Each Holder desiring to include in any such registration statement all or any part of the Registrable Securities held by it shall within twenty (20) days after receipt of the above-described notice from the Company, so notify the Company in writing, and in such notice shall inform the Company of the number of Registrable Securities such Holder wishes to include in such registration statement. If a Holder decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.
- (b) Underwriting. If a registration statement under which the Company gives notice under this Section 3.4 is for an underwritten offering, then the Company shall so advise the Holders of Registrable Securities. In such event, the right of any such Holder's Registrable Securities to be included in a registration pursuant to this Section 3.4 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting. Notwithstanding any other provision of this Agreement, if the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of shares to be underwritten, then the managing underwriter(s) may exclude shares from the registration and the underwriting, and the number of shares that may be included in the registration and the underwriting shall be allocated, first, to the Company, second, to each of the Holders requesting inclusion of their Registrable Securities in such registration statement on a pro rata basis based on the total number of shares of Registrable Securities then held by each such Holder, and third, to holders of other securities of the Company; provided however, that the right of the underwriter(s) to exclude shares (including Registrable Securities) from the registration and underwriting as described above shall be restricted so that (i) the number of Registrable Securities excluded from any such registration is no more than seventy-five percent (75%) of the aggregate number of shares of Registrable Securities for which inclusion has been requested; and (ii) all shares that are not Registrable Securities and are held by any other Person, including, without limitation, any person who is an employee, officer or director of the Company (or any Subsidiary of the Company) shall first be excluded from such registration and underwriting before any Registrable Securities are so excluded. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter(s), delivered at least ten (10) Business Days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

- (c) Not Demand Registration. Registration pursuant to this Section 3.4 shall not be deemed to be a demand registration as described in Section 3.3 above. There shall be no limit on the number of times the Holders may request registration of Registrable Securities under this Section 3.4.
- 3.5 Form F-3. At any time after the Company's initial public offering and so long as the Company qualifies for the use of a registration statement on Form F-3, in case the Company shall receive from any Holder or Holders of the Registrable Securities then outstanding a written request or requests that the Company effect a registration on Form F-3 and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder or Holders, then the Company will:
- (a) Notice. Promptly give written notice of the proposed registration and the Holder's or Holders' request therefor, and any related qualification or compliance to all other Holders of Registrable Securities; and
- (b) Registration. As soon as practicable, effect such registration and any related qualification or compliance as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holders or Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder or Holders joining in such request as are specified in a written request given within twenty (20) days after the Company provides the notice contemplated by Section 3.5(a); provided however, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section 3.5:
- (i) if Form F-3 is not available for such offering by the Holders;
- (ii) if the Company shall furnish to the Holders a certificate signed by the President or the Chief Executive Officer of the Company stating that in the good faith judgment of the Board of Directors of the Company, it would be materially detrimental to the Company and its shareholders for such Form F-3 registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form F-3 registration statement no more than once during any consecutive twelve (12) month period for a period of not more than ninety (90) days after receipt of the request of the Holder or Holders under this Section 3.5; provided that the Company shall not register any of its other shares during such ninety (90) day deferral period other than an Excluded Registration;
- (iii) if the Company has, within the six (6)-month period preceding the date of such request, already effected a registration under the Securities Act other than a registration from which the Registrable Securities of Holders have been excluded (with respect to all or any portion of the Registrable Securities the Holders requested be included in such registration) pursuant to the provisions of Sections 3.3(b) and 3.4(b); or
- (iv) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance, unless the Company is already subject to service of process in such jurisdiction.

Subject to the foregoing, the Company shall file a Form F-3 registration statement covering the Registrable Securities so requested to be registered as soon as practicable after receipt of the request or requests of the Holders.

- (c) Not Demand Registration. Subject to Section 3.6 below, Form F-3 registrations shall not be deemed to be demand registrations as described in Section 3.3 above. Except as provided herein, there shall be no limit on the number of times the Holders may request registration of Registrable Securities under this Section 3.5.

3.6 Expenses. All Registration Expenses incurred in connection with any registration pursuant to Sections 3.3, 3.4 or 3.5 (but excluding Selling Expenses) shall be borne by the Company. Each Holder participating in a registration pursuant to Sections 3.3, 3.4 or 3.5 shall bear such Holder's proportionate share (based on the total number of shares sold in such registration other than for the account of the Company) of all Selling Expenses or other amounts payable to underwriter(s) or brokers, in connection with such offering by the Holders. Notwithstanding the foregoing, the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Section 3.3 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered, unless the Holders of a majority of the Registrable Securities then outstanding agree that such registration constitutes the use by the Holders of one (1) demand registration pursuant to Section 3.3; provided further, however, that if at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business, or prospects of the Company not known to the Holders at the time of their request for such registration and have withdrawn their request for registration with reasonable promptness after learning of such material adverse change, then the Holders shall not be required to pay any of such expenses and such registration shall not constitute the use of one (1) demand registration pursuant to Section 3.3.

3.7 Obligations of the Company. Whenever required to effect the registration of any Registrable Securities under this Agreement the Company shall, as expeditiously as reasonably possible:

- (a) Registration Statement. Prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its reasonable efforts to cause such registration statement to become effective, and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to ninety (90) days or, in the case of Registrable Securities registered under Form F-3 in accordance with Rule 415 under the Securities Act or a successor rule, until the distribution contemplated in the registration statement has been completed; provided however, that (i) such ninety (90) day period shall be extended for a period of time equal to the period any Holder refrains from selling any securities included in such registration at the request of the underwriter(s), and (ii) in the case of any registration of Registrable Securities on Form F-3 which are intended to be offered on a continuous or delayed basis, such ninety (90) day period shall be extended, if necessary, to keep the registration statement effective until all such Registrable Securities are sold.

- (b) Amendments and Supplements. Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement.
- (c) Prospectuses. Furnish to the Holders such number of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of the Registrable Securities owned by them that are included in such registration.
- (d) Blue Sky. Use its best efforts to register and qualify the securities covered by such registration statement under such other securities or “blue sky” Laws of such jurisdictions as shall be reasonably requested by the Holders, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act.
- (e) Underwriting. In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement in usual and customary form, with the managing underwriter(s) of such offering. Each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement.
- (f) Notification. Notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of (i) the issuance of any stop order by the SEC in respect of such registration statement, or (ii) the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.
- (g) Opinion and Comfort Letter. Furnish, at the request of any Holder requesting registration of Registrable Securities, on the date that such Registrable Securities are delivered to the underwriter(s) for sale, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the registration statement with respect to such securities becomes effective, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities and (ii) letters dated as of (x) the effective date of the registration statement covering such Registrable Securities and (y) the closing date of the offering, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities.

- (h) American Depositary Shares. If the Company has American depositary shares or similar instruments listed or traded on any exchange or inter-dealer quotation system, (A) deliver instruction letters to the Company's share registrar and depository bank to convert such Holder's securities into American depositary shares or similar instruments to be deposited in such Holder's accounts, (B) pay all costs and fees related to such depository facility, including conversion fees and maintenance fees relating to the Registrable Securities, and (C) take any and all steps necessary to facilitate the conversion into American depositary shares or similar instruments.
 - (i) Other Steps. Take all other steps reasonably necessary to effect the registration and sale of the Registrable Securities as contemplated in this Agreement.
- 3.8 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to Sections 3.3, 3.4 or 3.5 that the selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition of such securities as shall be required to timely effect the registration of their Registrable Securities.
- 3.9 Indemnification. In the event any Registrable Securities are included in a registration statement under Sections 3.3, 3.4 or 3.5:
- (a) By the Company. To the extent permitted by Law, the Company will indemnify and hold harmless each Holder, its partners, officers, directors, legal counsel, any underwriter (as defined in the Securities Act) for such Holder and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act, or other United States federal or state Laws, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "Violation"):
 - (i) any untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto;
 - (ii) the omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or
 - (iii) any violation by the Company of the Securities Act, the Exchange Act, any United States federal or state securities Laws, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any United States federal or state securities Laws in connection with the offering covered by such registration statement;

and the Company will reimburse each such Holder, its partner, officer, director, legal counsel, underwriter or controlling Person for any legal or other expenses reasonably incurred by them, as such expenses are incurred, in connection with investigating or defending any such loss, claim, damage, liability or action; provided however, that the indemnity agreement contained in this Section 3.9(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, partner, officer, director, legal counsel, underwriter or controlling Person of such Holder.

- (b) By Selling Holders. To the extent permitted by Law, each selling Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration, qualifications or compliance is being effected, indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the registration statement, each Person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling securities under such registration statement or any of such other Holder's partners, directors, officers, legal counsel or any Person who controls such Holder within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer, legal counsel, controlling Person, underwriter or other such Holder, partner or director, officer or controlling Person of such other Holder may become subject under the Securities Act, the Exchange Act or other United States federal or state Laws, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration; and each such Holder will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling Person, underwriter or other Holder, partner, officer, director or controlling Person of such other Holder in connection with investigating or defending any such loss, claim, damage, liability or action; provided however, that the indemnity agreement contained in this Section 3.9(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder (which consent shall not be unreasonably withheld); and provided further, that in no event shall any indemnity under this Section 3.9(b) exceed the net proceeds received by such Holder in the registered offering out of which the applicable Violation arises.

- (c) Notice. Promptly after receipt by an indemnified party under this Section 3.9 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 3.9, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly notified, to assume the defense thereof with counsel mutually satisfactory to the parties; provided however, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential conflict of interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of liability to the indemnified party under this Section 3.9 to the extent the indemnifying party is prejudiced as a result thereof, but the omission to so deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 3.9.
- (d) Contribution. In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any indemnified party makes a claim for indemnification pursuant to this Section 3.9 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 3.9 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any indemnified party in circumstances for which indemnification is provided under this Section 3.9; then, and in each such case, the indemnified party and the indemnifying party will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and of the indemnified party, on the other, in connection with the statements or omissions that resulted in such loss, liability, claim, damage or expense, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided however, that, in any such case: (A) no Holder will be required to contribute any amount in excess of the net proceeds to such Holder from the sale of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement; and (B) no Person guilty of fraudulent misrepresentation (within the meaning of Section 9(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

- (e) Survival; Consents to Judgments and Settlements. The obligations of the Company and Holders under this Section 3.9 shall survive the completion of any offering of Registrable Securities in a registration statement, regardless of the expiration of any statutes of limitation or extensions of such statutes. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.
- 3.10 Termination of the Company's Obligations. The Company shall have no obligations pursuant to Sections 3.3, 3.4 and 3.5 with respect to any Registrable Securities proposed to be sold by a Holder in a registration pursuant to Sections 3.3, 3.4 or 3.5 after the third (3rd) anniversary of the completion of the Qualified Public Offering, or, if, in the opinion of counsel to the Company, all such Registrable Securities proposed to be sold by a Holder may then be sold without registration in any ninety (90) day period pursuant to Rule 144 promulgated under the Securities Act.
- 3.11 No Registration Rights to Third Parties. Without the prior written consents of SIG, Yunfeng, Centurium and Tencent, the Company covenants and agrees that it shall not grant, or cause or permit to be created, for the benefit of any Person any registration rights of any kind (whether similar to the demand, "piggyback" or Form F-3 registration rights described in this Section 3, or otherwise) relating to any securities of the Company which are senior to, or on a parity with, those granted to the Holders of Registrable Securities.
- 3.12 Rule 144 Reporting. With a view to making available to the Holders the benefits of certain rules and regulations of the SEC which may at any time permit the sale of the Registrable Securities to the public without registration or pursuant to a registration on Form F-3, after such time as a public market exists for the Ordinary Shares, the Company agrees to:
- (a) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times after the effective date of the first registration under the Securities Act filed by the Company for an offering of its securities to the general public;
 - (b) file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements);
 - (c) so long as a Holder owns any Registrable Securities, to furnish to such Holder forthwith upon request (i) a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time after ninety (90) days after the effective date of the Company's initial public offering), the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), or its qualification as a registrant whose securities may be resold pursuant to Form F-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company, and (iii) such other reports and documents of the Company as a Holder may reasonably request in availing itself of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to Form F-3; and

- (d) (i) promptly deliver applicable instructions letters to the Company's transfer agent to remove legends from the Holder's share certificates, (ii) cause the prompt delivery of any necessary legal opinions from the Company's counsel to facilitate the sale in forms reasonably satisfactory to the Holder, and (iii) if the Company has American depositary shares or any other security derivative of the Company's Ordinary Shares listed or traded on any exchange or inter-dealer quotation system, promptly deliver instruction letters to the Company's share registrar and depositary bank to convert, at the Company's expense, the Holder's Ordinary Shares into American depositary shares or similar instruments to be deposited in such Holder's brokerage account.
- 3.13 **Market Stand-Off.** Each shareholder of the Company that is a party to this Agreement agrees that, so long as it holds any voting securities of the Company, upon request by the Company or the underwriters managing an IPO of the Company's securities, it will not sell or otherwise transfer or dispose of any securities of the Company (other than those permitted to be included in the registration and other transfers to affiliates permitted by Law) without the prior written consents of the Company or such underwriters, as the case may be, for a period of time specified by the representative of the underwriters not to exceed one hundred and eighty (180) days from the effective date of the registration statement covering such IPO or the pricing date of such offering as may be requested by the underwriters. The Company shall use commercially reasonable efforts to take all steps to shorten such lock-up period. The foregoing provision of this Section 3.13 shall not apply to the sale of any securities of the Company to an underwriter pursuant to any underwriting agreement, and shall only be applicable to the Holders if all other shareholders of the Company enter into similar agreements, and if the Company or any underwriter releases any other shareholder from his, her or its sale restrictions so undertaken, then each Holder shall be notified prior to such release and shall itself be simultaneously released to the same proportional extent. The Company shall require all future acquirers of the Company's securities to execute prior to a Qualified Public Offering a market stand-off agreement containing substantially similar provisions as those contained in this Section 3.13.
- 3.14 **Investor's Rights in Public Offering.** Under the circumstances as provided in Section 3.13, if any other holder(s) of shares or securities of the Company are offered any opportunity to sell, transfer, or otherwise dispose of all or any portion of their shares or securities of the Company to a third party/third parties, each holder of the Preferred Shares shall, to the extent permitted by the applicable securities laws and regulations, have the right to sell, transfer, or otherwise dispose of a pro rata number of shares to such third parties on the same terms and conditions.

4. RIGHT OF PARTICIPATION.

- 4.1 **Participation Rights.** Each Angel Party and holder of the Preferred Shares (hereinafter referred to as a "Participation Rights Holder") shall have the right of first offer to purchase all or part of such Participation Rights Holder's Pro Rata Share (as defined below) of any New Securities (as defined below) that the Company may, subject to Section 9.1, from time to time issue after the date of this Agreement (the "Right of Participation") and oversubscription right set forth in Section 4.4. For the avoidance of doubt, any Participation Rights Holder, if it does not exercise the Right of Participation or oversubscription right, may designate its Affiliate(s) (to the extent that such Affiliate is not a Company Competitor or a Tencent Restricted Person) to exercise its Right of Participation provided hereunder.

- 4.2 **Pro Rata Share.** A Participation Rights Holder's "Pro Rata Share" for purposes of the Right of Participation is the ratio of (a) the number of Ordinary Shares (calculated on a fully-diluted and as-converted basis) held by such Participation Rights Holder, to (b) the total number of Ordinary Shares of the Company (calculated on a fully-diluted and as-converted basis) then outstanding immediately prior to the issuance of New Securities giving rise to the Right of Participation.
- 4.3 **New Securities.** "New Securities" refer to any Equity Securities issued following the Series E2 Preferred Shares issuance specified in the Series E2 Purchase Agreement, including any class or series of preferred shares, Ordinary Shares or other voting shares of the Company and rights, options or warrants to purchase such preferred shares, Ordinary Shares and securities of any type whatsoever that are, or may become, convertible or exchangeable into any Preferred Shares, Ordinary Shares or other voting shares, provided however, that the term "New Securities" shall not include:
- (a) Ordinary Shares issued upon conversion of any of the Preferred Shares, or as a dividend or distribution on the Preferred Shares to which all holders of Preferred Shares are entitled on a pro rata basis;
 - (b) Ordinary Shares (and/or options or warrants therefor) issued or issuable to employees, officers, directors, or consultants of the Group Companies pursuant to any plan approved by the Company's Board of Directors including approval by each of the Investor Directors, in accordance with the then-effective memorandum of association and articles of association of the Company;
 - (c) any Equity Securities issued or issuable upon a stock split, stock dividend or any subdivision, combination, recapitalization, or other similar events which does not change the relative shareholding percentage of the shareholders of the Company;
 - (d) any Equity Securities issued in connection with the acquisition of another corporation or entity by the Company, whether by consolidation, merger, purchase of assets, sale or exchange of shares, or other reorganization, which, in each case, is approved by the Company's Board of Directors including approval by each of the Investor Directors;
 - (e) any Equity Securities issued pursuant to a Qualified Public Offering;
 - (f) Ordinary Shares issued to Zu Teng (祖騰) or Zu Teng's SPV in accordance with Section 10.8 hereof; and
 - (g) any Equity Securities issued under any arrangement of strategic alliance, technology licensing, equipment leasing or bank financing, provided that in each case a unanimous approval of the Board of Directors shall be obtained in advance (including approval by each of the Investor Directors).

4.4 Procedures. In the event that the Company proposes to undertake an issuance of New Securities (in a single transaction or a series of related transactions), it shall give to each Participation Rights Holder written notice of its intention to issue New Securities (the "Participation Notice"), describing the amount and type of New Securities, the price and the general terms upon which the Company proposes to issue such New Securities. Each Participation Rights Holder shall have fifteen (15) Business Days from the date of receipt of any such Participation Notice (the "Participation Period") to elect to purchase all or part of such Participation Rights Holder's Pro Rata Share of New Securities and any excess New Securities at the price and on the terms and conditions specified in the Participation Notice by giving written notice to the Company and stating therein the quantity of New Securities (including New Securities in excess of its Pro Rata Share thereof, if any) which the Participation Rights Holder desires to purchase. Each Participation Rights Holder shall first be entitled to purchase up to the Participation Rights Holder's Pro Rata Share of New Securities. If any Participation Rights Holder fails to give notice to the Company in writing within the Participation Period to purchase such Participation Rights Holder's full Pro Rata Share of New Securities (or any excess New Securities, if any), then the right of such Participation Rights Holder hereunder to purchase that part of its Pro Rata Share of New Securities (or any excess New Securities, if any) that it did not elect to purchase, shall be forfeited, without prejudice to its participation right in any future or other offerings of New Securities, provided however, that if the Participation Rights Holder fails to give the above required notice solely because of the Company's failure to comply with the notification requirement under this Section 4.4, then the Company shall not effect the proposed issuance of any New Securities. Any remaining New Securities which the Participation Rights Holders are entitled to purchase but are not elected to be purchased by the Participation Rights Holders ("Remaining New Securities") shall be allocated to the Participation Rights Holders who exercised their Right of Participation in excess of their Pro Rata Share of New Securities ("Right Participants"). In the event that the aggregate number of New Securities elected to be purchased by the Right Participants as set out in their notice to the Company exceeds the total number of Remaining New Securities, each oversubscribing Right Participant shall be allocated by the Company with respect to its oversubscription that number of Remaining New Securities equal to the lesser of (x) the number of additional New Securities it proposes to buy in excess of its Pro Rata Share and (y) the product obtained by multiplying (i) the number of the Remaining New Securities available for subscription by (ii) a fraction, the numerator of which is the number of Ordinary Shares (calculated on a fully-diluted and as-converted basis) held by such oversubscribing Right Participant and the denominator of which is the total number of Ordinary Shares (calculated on a fully-diluted and as-converted basis) held by all the oversubscribing Right Participants. The aforesaid allocation step for each Right Participant shall be repeated until the earlier of (x) all Remaining New Securities being allocated among the Right Participants and (y) such Right Participant having been allocated with all the Remaining New Securities it has elected to purchase. Each Participation Rights Holder who elected to exercise its rights pursuant to this Section 4.4 shall be obligated to buy such number of New Securities as determined by the Company pursuant to this Section 4.4, and the Company shall so notify the Right Participants within fifteen (15) Business Days following the date of the Participation Notice.

- 4.5 **Failure to Exercise.** Upon the expiration of the Participation Period, or in the event no Participation Rights Holder exercises the Right of Participation during the Participation Period, the Company shall have ninety (90) Business Days thereafter to sell the unsubscribed portion of the New Securities (with respect to which the Right of Participation hereunder were not exercised, the “Remaining Securities”) at the same or higher price and upon non-price terms not materially more favorable to the purchasers thereof than specified in the Participation Notice. In the event that the Company has not issued and sold such Remaining Securities within such ninety (90) Business Day period, then the Company shall not thereafter issue or sell any Remaining Securities without again first offering such Remaining Securities to the Participation Rights Holders pursuant to this Section 4.
- 4.6 **Termination.** Unless otherwise provided in this Agreement, the Right of Participation for each Participation Rights Holder shall terminate upon the consummation of (i) an IPO or (ii) a Deemed Liquidation Event, whichever shall first occur. For the avoidance of doubt, in case of scenario (ii) above, as long as any Angel Party or any holder of the Preferred Shares holds any equity interest in the surviving entity after the completion of a Deemed Liquidation Event, the Group Companies and the Founder Parties shall make their commercially reasonable efforts to cause that the Right of Participation will remain available to such Angel Party and such holder of the Preferred Shares after the completion of said Deemed Liquidation Event.

5. RESTRICTIONS ON TRANSFERS; RIGHTS OF FIRST REFUSAL AND CO-SALE RIGHTS.

5.1 **Restrictions on Transfers.**

- (a) **Restricted Holders.** Subject to the other provisions of this Section 5 and Section 9.4 below, none of the holders of Ordinary Shares (except for the Angel Parties or the holders of Ordinary Shares converted from the Preferred Shares) (the “Restricted Holders”, each a “Restricted Holder”), regardless of their shareholding percentages in the Company and the employment status of such Restricted Holder with the Company, shall directly or indirectly sell, assign, transfer, pledge, hypothecate, or otherwise encumber or dispose of in any way or otherwise grant any interest or right with respect to (“Transfer”) all or any part of any Equity Securities of the Company or any right, title or interest therein or thereto now or hereafter owned or held by such Restricted Holder, prior to an IPO without the prior written consents of SIG, Yunfeng, Lead Series D Investor Representative and Tencent.
- (b) **Prohibited Transfers Void.** Any Transfer of Equity Securities not made in compliance with this Agreement and each applicable Share Restriction Agreements shall be null and void, shall not be recorded on the register of members of the Company and shall not be recognized by the Company.

- (c) No Indirect Transfers. Each Restricted Holder agrees that the transfer restrictions set forth in this Agreement shall not be capable of being avoided by such Restricted Holder or any of its shareholders by the holding of the Equity Securities of the Company indirectly through any other Person (including but not limited to Founder Lu Holdco and the Key Holder Parties) or by the issuance of any Equity Securities by any such Person (including but not limited to the Founder Lu Holdco or the Key Holder Parties). For a Restricted Holder that is an entity, Founder Lu (with respect to the Founder Lu Holdco) and each of such Restricted Holders further agrees that, subject to Section 5.5 below, so long as Founder Lu and such Restricted Holder is bound by this Agreement, the Transfer, sale or issuance of any Equity Securities of the Restricted Holder or any direct or indirect shareholder thereof prior to an IPO without the written consents of the relevant Investors in accordance with Section 5.1(a) shall be prohibited, and Founder Lu (with respect to Founder Lu Holdco) and such Restricted Holders agree not to make, cause or permit any Transfer, sale or issuance of any Equity Securities of such Restricted Holders or any direct or indirect shareholder thereof prior to an IPO without the written consents of the relevant Investors in accordance with Section 5.1(a). Any purported Transfer, sale or issuance of any Equity Securities of any of the Restricted Holders or any direct or indirect shareholder thereof in contravention of this Section 5.1(c) shall be void and ineffective for any and all purposes and shall not confer on any transferee or purported transferee any rights whatsoever, and such Restricted Holder shall not recognize any such Transfer, sale or issuance.
- (d) Performance. Founder Lu irrevocably agrees to cause and guarantee the performance by each of the Founder Lu Holdco and the Key Holder Parties of all of its covenants and obligations under this Agreement and the Share Restriction Agreements.
- (e) Cumulative Restrictions. For purposes of clarity, the restrictions on transfer set forth in this Agreement are cumulative with, and in addition to, the restrictions set forth in the Share Restriction Agreements and not in lieu thereof. Notwithstanding anything to the contrary contained herein, in no event may any of Key Holder Parties Transfer any of its Restricted Shares (as defined in the Share Restriction Agreements) not in compliance with the applicable Share Restriction Agreement.

5.2 Rights of First Refusal

- (a) Option of Angel Parties and Holders of the Preferred Shares. Subject to the other provisions of this Section 5, if any Restricted Holder (the "Transferor"), to the extent the written consent of the relevant Investors are given pursuant to Section 5.1 (and to the extent applicable, prior written consent of Tencent is given pursuant to Section 9.4), proposes to Transfer any Ordinary Shares of the Company to one or more Persons, then the Transferor shall promptly give the Company, the Angel Parties and each holder of the Preferred Shares a written notice of the Transferor's intention to make the Transfer (the "Transfer Notice") prior to such proposed Transfer, which shall describe in reasonable detail the proposed Transfer including, without limitation, the number of Ordinary Shares to be Transferred (the "Offered Shares"), the nature of such Transfer, the form and amount of consideration to be paid which shall be in cash only, and the name and address of each prospective purchaser or transferee.
 - (i) Each of the Angel Parties and holders of the Preferred Shares (each, a "ROFR Holder") shall have an option for a period of ten (10) Business Days following receipt of the Transfer Notice (the "Option Period") to elect to purchase all or any portion of its respective Pro Rata Share of the Offered Shares and all or any portion the Overallotment Shares (as defined below) that it is entitled to purchase pursuant to Section 5.2(b) below, in each case, at the same price and subject to the same material terms and conditions (if any) as described in the Transfer Notice, by notifying the Transferor and the Company in writing before expiration of the Option Period as to the number of such Offered Shares (including Overallotment Shares) that it wishes to purchase.

- (ii) For the purposes of this Section 5.2, the “Pro Rata Share” of the Offered Shares with respect to a ROFR Holder shall be equal to (x) the total number of Offered Shares, multiplied by (y) a fraction, the numerator of which shall be the number of Ordinary Shares (on an as-converted basis) held by such ROFR Holder on the date of the Transfer Notice, and the denominator of which shall be the total number of Ordinary Shares (on an as-converted basis) held by all ROFR Holders on such date.
- (b) Procedure. Each ROFR Holder shall first be entitled to purchase up to its respective Pro Rata Share of the Offered Shares. In the event any ROFR Holder does not elect to purchase its full Pro Rata Share of the Offered Shares, the Offered Shares that the ROFR Holders are entitled to purchase but are not elected to be purchased by such ROFR Holders (the “Overallocation Shares”) shall be allocated to the ROFR Holder(s) who exercised its(their) rights of first refusal to purchase its full Pro Rata Share of the Offered Shares (the “Overallocation Participants” and each, an “Overallocation Participant”). In the event that the number of the Offered Shares elected to be purchased by the Overallocation Participants as set out in their notice to the Transferor and the Company in excess of their Pro Rata Share of the Offered Shares exceeds the total number of the Overallocation Shares, each Overallocation Participant shall be allocated to the number of the Overallocation Shares equal to the lesser of (x) the number of additional Offered Shares it proposes to buy in excess of its Pro Rata Share of the Offered Shares, and (y) the number of Offered Shares that equals to (i) the number of the Overallocation Shares available for purchase multiplied by (ii) a fraction, the numerator of which is the number of Ordinary Shares (calculated on a fully-diluted and as-converted basis) held by such Overallocation Participant and the denominator of which is the total number of Ordinary Shares (calculated on a fully-diluted and as-converted basis) held by all the Overallocation Participants. The aforesaid allocation step for each Overallocation Participant shall be repeated until the earlier of (x) all Overallocation Shares are allocated among the Overallocation Participants, or (y) such Overallocation Participant has been allotted all the Overallocation Shares elected to be purchased by it and the Transferor shall promptly deliver a written notice (the “ROFR Allocation Notice”) to all exercising ROFR Holders with respect to the result of such allocation.
- (c) Closing of ROFR Purchase. Completion of transfer of any Offered Shares (including Overallocation Shares) by the Transferor to each exercising ROFR Holder shall be conducted on the 15th Business Day after the date of the delivery of the ROFR Allocation Notice, unless a later closing date is set out in the Transfer Notice. On the closing date, (i) the Transferor shall deliver a duly executed instrument of transfer in favour of each exercising ROFR Holder to such ROFR Holder and the relevant share certificate(s) (or in lieu thereof an affidavit of lost certificate(s) and indemnity therefor) to the Company, (ii) each exercising ROFR Holder shall pay consideration for the Offered Shares (including Overallocation Shares) to be purchased by it in US\$ by initiating a wire transfer of immediately available funds to the account designated by the Transferor, and (iii) the Company shall update its register of members upon consummation of any such transfer.

5.3 Right of Co-Sale.

- (a) Subject to Section 5.5, to the extent any Angel Party or holder of the Preferred Shares does not exercise its respective rights of first refusal as to any of the Offered Shares proposed to be sold by any Transferor pursuant to Section 5.2 (each such Angel Party or holder of the Preferred Shares, a “Co-Sale Right Holder”), and there are remaining Offered Shares available for transfer by the Transferor to the proposed third party transferees or purchasers (each a “Prospective Purchaser”) after giving effect to the exercise or waiver of all rights of first refusal pursuant to Section 5.2 (the “Remaining Offered Shares”), then the Transferor shall give the Company and the Co-Sale Right Holders a written notice (the “Second Transfer Notice”) within ten (10) days following the expiration of Option Period, which shall describe the number of such remaining Offered Shares. Each Co-Sale Right Holder shall have the right to participate in such sale of Equity Securities to such Prospective Purchaser, at the same purchase price and subject to the same terms and conditions (if any) as set forth in the Transfer Notice, exercisable in each case upon written notice to the Transferor and the Company (the “Co-Sale Notice”) within ten (10) Business Days following receipt of the Second Transfer Notice. Such Co-Sale Right Holder’s notice to the Transferor and the Company shall indicate the number of Equity Securities the Co-Sale Right Holder wishes to sell under its right to participate. To the extent one or more Co-Sale Right Holders exercise such right of participation in accordance with the terms and conditions set forth in this Section 5.3(a), the number of the Remaining Offered Shares of the Company that the Transferor may sell to the Prospective Purchasers shall be correspondingly reduced proportionally in accordance with Section 5.3(b).
- (b) The maximum number of Equity Securities that each Co-Sale Right Holder may elect to sell shall be equal to (a) the aggregate number of the Remaining Offered Shares, multiplied by (b) a fraction, the numerator of which is the number of Ordinary Shares (on an as-converted basis) owned by such Co-Sale Right Holder on the date of the Co-Sale Notice and the denominator of which is the total number of Ordinary Shares (on an as-converted basis) owned by the Transferor and all exercising Co-Sale Right Holders on the date of the Co-Sale Notice, provided that, if the Transfer of the Offered Shares by the Transferor contemplated by Section 5.2 and Section 5.3 would result in (i) the aggregated percentage of shareholding of (x) the Founder Parties, (y) the Key Holder Parties and (z) the then shareholders of the Company who are executive officers or employees of the Group Companies and whose voting powers in the Company have been unconditionally and irrevocably delegated to Founder Lu in their entirety (if any) ceasing to be the largest among all shareholders of the Company, or (ii) the directors appointed or nominated by the Founder Parties ceasing to have majority voting rights of the Board, such Transferor shall use its best efforts to negotiate with the Prospective Purchaser to cause it to purchase a minimum number of Equity Securities not less than the sum (the “Minimum Co-Sale Number”) of (x) the number of the Remaining Offered Shares proposed to be Transferred by the Transferor and (y) the number of all the Equity Securities held by all Co-Sale Right Holders. If, after the negotiation, the total number of Equity Securities such Prospective Purchaser elects to purchase is still less than Minimum Co-Sale Number, then the number of Equity Securities each Co-Sale Right Holder shall be entitled to sell to the Prospective Purchaser in priority to the Transferor shall equal (i) the aggregate number of Equity Securities such Prospective Purchaser elects to purchase, multiplied by (ii) a fraction, the numerator of which is the number of Ordinary Shares (calculated on a fully-diluted and as-converted basis) held by such Co-Sale Right Holder and the denominator of which is the number of Ordinary Shares (calculated on a fully-diluted and as-converted basis) held by all exercising Co-Sale Right Holders, and then the number of the Remaining Offered Shares that the Transferor may sell to such Prospective Purchaser shall be reduced correspondingly.

- (c) Each Co-Sale Right Holder shall effect its participation in the sale by promptly delivering to the Transferor for transfer to the Prospective Purchaser an executed instrument of transfer with respect to the Equity Securities which such Co-Sale Right Holder elects to sell and surrender the share certificates representing such Equity Securities to the Company; provided, however that if the Prospective Purchaser objects to acquiring Ordinary Share Equivalents in lieu of Ordinary Shares, such Co-Sale Right Holder shall only transfer Ordinary Shares (and therefore shall convert any such Ordinary Share Equivalents into Ordinary Shares), and the Company shall effect any such conversion concurrently with the actual transfer of such shares to the purchaser and contingent on such transfer.
- (d) After receiving the share certificate or certificates that a Co-Sale Right Holder surrenders pursuant to this Section 5.3 (the "Original Share Certificate(s)"), new share certificate(s) representing the Shares purchased by the Prospective Purchaser shall be issued by the Company to such Prospective Purchaser, new share certificate(s) representing the Shares underlying the Original Share Certificate(s) but not purchased by the Prospective Purchaser shall be issued to the Co-Sale Right Holder and the register of members of the Company shall be updated to reflect such transfer, in each case, upon consummation of the sale of the Equity Securities pursuant to this Section 5.3(d), and the Transferor shall concurrently therewith remit to such Co-Sale Right Holder that portion of the sale proceeds to which such Co-Sale Right Holder is entitled by reason of its participation in such sale.
- (e) To the extent that any Prospective Purchaser rejects the participation of a Co-Sale Right Holder in a proposed Transfer or otherwise refuses to purchase shares or other securities from a Co-Sale Right Holder, the Transferor shall not sell to such Prospective Purchaser any Offered Shares.

5.4 Non-Exercise of Rights.

- (a) Subject to any applicable Share Restriction Agreement and Section 9.4, to the extent that there are any Offered Shares not purchased by Angel Parties or the holders of Preferred Shares in accordance with Section 5.2, and subject to the right of the Co-Sale Right Holders to exercise their rights to participate in the sale of the relevant Remaining Offered Shares within the time periods specified in Section 5.3, the Transferor shall have a period of ninety (90) days from the expiration of such rights specified in Section 5.2 in which to sell the Remaining Offered Shares to the Prospective Purchaser identified in the Transfer Notice upon the terms and conditions (including the purchase price) no more favorable to the Prospective Purchaser than those specified in the Transfer Notice, so long as any such sale is effected in accordance with any applicable securities Laws. The parties agree that each such Prospective Purchaser, prior to and as a condition to the consummation of any sale, shall execute and deliver to the parties documents and other instruments assuming the obligations of such Transferor and the obligations as a holder of such Remaining Offered Shares under this Agreement and if applicable, the Share Restriction Agreements with respect to such Remaining Offered Shares.
- (b) In the event the Transferor does not consummate the sale nor dispose of any remaining Offered Shares within ninety (90) days from the expiration of the rights of the Angel Parties and holders of Preferred Shares under Section 5.2, and the rights of the Co-Sale Right Holders under Section 5.3, as the case may be, such rights shall be re-invoked and shall be applicable to each subsequent disposition of such Offered Shares by the Transferor until such rights lapse in accordance with the terms of this Agreement.
- (c) The exercise or non-exercise of the rights of the Angel Parties and holders of the Preferred Shares under this Section 5 to purchase any Offered Shares from a Transferor, or participate in the sale of the Remaining Offered Shares by a Transferor, as the case may be, shall not adversely affect their rights to make subsequent purchases from the Transferor of Equity Securities or subsequently participate in sales of Equity Securities by the Transferor hereunder.

5.5 Limitations to Rights of First Refusal and Co-Sale. Subject to the requirements of applicable Laws, the restrictions on transfers under Section 5.1, and the right of first refusal and right of co-sale of the Angel Parties and holders of the Preferred Shares under Sections 5.2 and 5.3, shall not apply to:

- (a) any Transfer of any Equity Securities of the Company now or hereafter held by a Restricted Holder to the Company in accordance with the Share Restriction Agreements or for the purpose to increase the number of the Equity Securities available for issuance to the employees under the Company's employee share option plans or other incentive plan duly adopted by the Board (including an affirmative votes of all the Investor Directors) in compliance with this Agreement or any Transfer of any Equity Securities of a Key Holder Party to such Key Holder Party in accordance with the Employee Share Restriction Agreements;
- (b) for a Restricted Holder that is a natural person, Transfer of any Equity Securities of the Company now or hereafter held by a Restricted Holder to such Restricted Holder's parents, children, spouse, or to a trustee, executor, or other fiduciary for the benefit of such Restricted Holder or such Restricted Holder's parents, children, spouse for bona fide estate planning purposes, provided that to the extent any voting rights attaching to the Equity Securities shall be transferred to such transferee, then prior to the completion of the transfer, such transferee shall deliver to the Company a duly executed irrevocable proxy in favor of the applicable Transferor appointing the applicable Transferor as the attorney and proxy of the transferee to vote all Equity Securities transferred;

- (c) Transfer of any Equity Securities of the Company now or hereafter held by a Restricted Holder to one or more current employees of the Group Companies as incentive shares in accordance with the Company's employee share option plans or other incentive plan (if applicable) duly adopted by the Board (including affirmative votes of all the Investor Directors) in accordance with the Transaction Documents (each such transferee pursuant to clause (b) and clause (c) above, with respect to the relevant Transferor, a "Permitted Transferee", and collectively, the "Permitted Transferees"); provided, that each such Permitted Transferee, shall execute a document in form and substance reasonably satisfactory to the Investors assuming the obligations of such Restricted Holder under this Agreement, and the Share Restriction Agreements (if applicable), as a Restricted Holder, with respect to the transferred Equity Securities, provided further that, such Transfer will not result in a Change of Control of the Company, and if such Permitted Transferee ceases to be a Permitted Transferee, it shall immediately transfer such Equity Securities back to the Transferor from which it received such Equity Securities;
- (d) any Transfer of any Founder Lu Holdco Mortgaged Shares to Centurium, its Affiliates or any other Person in connection with the creation or enforcement of, or the exercise of rights (including any power of sale) under, the Founder Lu Holdco Mortgage;
- (e) any Transfer of any Equity Securities in connection with a Drag-Along Sale in accordance with Section 6.1; or
- (f) any Transfer of Ordinary Shares by Founder Lu Holdco to Zu Teng (祖騰) or Zu Teng's SPV in accordance with Section 10.8 hereof.

5.6 Transfer to Company Competitors.

- (a) Subject to Section 9.4, each of the Angel Parties and the Investors shall be entitled to freely Transfer all or any part of the Ordinary Shares and/or Preferred Shares held by it to any Person, provided that except in connection with a Drag-Along Sale pursuant to Section 6.1, in no event shall any Angel Party or Investor Transfer any Ordinary Shares and/or Preferred Shares to any Company Competitor without the prior written consents of the Founder Parties. "Company Competitors" shall mean each of the Persons identified on Exhibit C hereto (and such list may be reviewed and revised on a yearly basis so long as the number of Company Competitors shall be no more than five (5), and subject to written consents by all the Investor Directors to any change to such list).
- (b) Notwithstanding anything to the contrary in this Agreement, a Transfer of or issuance of limited partnership interests in any investment fund or vehicle controlled by an Affiliate of any Investor shall not be deemed a "Transfer" hereunder and shall not be subject to the Transfer restrictions with respect to Company Competitors set forth in this Agreement.

- 5.7 **Legend.** Each existing or replacement certificate representing the Equity Securities of the Company (except for Equity Securities held by the Investors, the Angel Parties and the Other Ordinary Shareholder) issued or hereafter issued shall bear the following legend:

“THE SALE, PLEDGE, HYPOTHECATION, ASSIGNMENT OR TRANSFER OF THESE SECURITIES IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN SHARE RESTRICTION AGREEMENT BY AND AMONG THE COMPANY AND CERTAIN HOLDERS OF SHARES OF THE COMPANY AND A CERTAIN SHAREHOLDERS AGREEMENT BY AND AMONG THE SHAREHOLDERS, THE COMPANY AND CERTAIN OTHER PARTIES THERETO. COPIES OF SUCH AGREEMENTS MAY BE OBTAINED UPON WRITTEN REQUEST TO THE COMPANY.”

- 5.8 **Term.** Unless otherwise provided in this Agreement, the provisions under this Section 5 shall terminate upon the consummation of (i) an IPO or (ii) a Deemed Liquidation Event, whichever shall first occur. For the avoidance of doubt, in case of scenario (ii) above, in the event that any Angel Party or any holder of the Preferred Shares holds any equity interest in the surviving entity after the completion of a Deemed Liquidation Event, the Group Companies and the Founder Parties shall make their commercially reasonable efforts to cause that the Rights of First Refusal and Co-Sale will remain available to such Angel Party and such holder of the Preferred Shares after the completion of said Deemed Liquidation Event.

6. DRAG-ALONG RIGHT.

- 6.1 Subject to Section 9.4, if the Series A Majority, the Series B Majority, the Series C Majority, the Series D Majority and the Series E Majority (collectively, the “Dragging Shareholders”), (a) at any time upon and after (x) the Company’s failure to complete any redemption under the terms specified in Article 47 of the Restated Articles on or prior to the Redemption Date set forth therein, or (y) the Company’s failure to complete the Qualified Public Offering by the fourth (4th) anniversary of January 25, 2021, (1) propose to Transfer the Shares held by such Dragging Shareholders in the Company to any Person, (2) approve a sale of the Company or all or substantially all of the assets of the Company, or (3) approve a transaction that qualifies as a Deemed Liquidation Event (each a “Drag-Along Sale”), or (b) at any time after the Closing Date, propose or approve any Drag-Along Sale, in each case the consideration for which implies a valuation of the Company of no less than US\$1,400,000,000, then all the other shareholders of the Company (the “Dragged Shareholders”) shall be required to, vote in favor of the Drag-Along Sale to the extent shareholders’ approval of the Company is required, and sell their Shares in the Company to such Person, at the same price per Ordinary Share (on an as-converted basis) in cash and upon the same terms and conditions as applicable to the Dragging Shareholders to the extent the Drag-Along Sale is effected as a sale of Shares, and the Company shall take all actions as may be required by the Dragging Shareholders to effect such Drag-Along Sale. Each of the Dragged Shareholders shall (i) make representations and warranties in connection with such Drag-Along Sale in the relevant definitive documents only regarding (A) its ownership of and authority to sell the Shares to be sold by him or it, (B) absence of any material violations as a result of such sale under any material agreement to which such shareholder is a party and (C) certain other fundamental warranties with respect to itself (it is being agreed that none of the Dragged Shareholders shall be required to make any other representations and warranties, including representations and warranties related to the businesses or assets of the Group Companies); and (ii) obtain any consents or approvals required on its part to entry into such sale. Each of the Dragging Shareholders and Dragged Shareholders undertakes to pay its pro rata share of expenses incurred in connection with the Drag-Along Sale.

- 6.2 In furtherance of the foregoing, each of the Dragged Shareholders agrees to, and the Company is hereby expressly authorized by each such Dragged Shareholder to take on such shareholder's behalf (without receipt of any further consent by such shareholder), any or all of the following actions: (w) vote all of the voting shares of such shareholder in favor of any such proposed Drag-Along Sale and in opposition of any and all other proposals that could reasonably be expected to delay or impair the ability of the Company or the Dragging Shareholders to consummate such Drag-Along Sale; (x) otherwise consent on such shareholder's behalf to such proposed Drag-Along Sale; (y) sell all of such shareholder's Shares in such proposed Drag-Along Sale, in accordance with the terms and conditions of this Section 6; and/or (z) act as such shareholder's attorney-in-fact in relation to any such proposed Drag-Along Sale and have the full authority to sign and deliver, on behalf such shareholder, share transfer instruments, share sale or exchange agreements, certificates of indemnity relating to any Shares and any other documents for the consummation of such Drag-Along Sale. Each Dragged Shareholder further agrees to take all necessary actions in connection with the consummation of such Drag-Along Sale as may be reasonably requested by the Dragging Shareholders. If any Dragged Shareholder disagrees with such sale of the Shares, such Dragged Shareholder shall purchase, or cause to purchase, or designate any third party to purchase the shares to be sold by the Dragging Shareholders at the same price and upon substantially similar terms and conditions as was agreed to by the Dragging Shareholders. For the avoidance of doubt, a Drag-Along Sale shall constitute as a Deemed Liquidation Event, and all proceeds derived from a Drag-Along Sale shall be distributed to and among the Dragging Shareholders and the Dragged Shareholders who participate in such Drag-Along Sale in the same order and with the same preference as applicable to a Deemed Liquidation Event.
- 6.3 Unless otherwise provided in this Agreement, the right of the Investors under this Section 6 shall terminate upon the consummation of an IPO.

7. **ASSIGNMENT AND AMENDMENT.**

7.1 Assignment of Rights. Notwithstanding anything herein to the contrary but without prejudice to Section 11.7:

- (a) Information Rights; Registration Rights. The Information Rights, Inspection Rights and Special Auditing Rights under Section 2.1 may be assigned to a transferee or assignee of the Preferred Shares or Ordinary Shares held by the Angel Parties and the Other Ordinary Shareholder; and the registration rights of the Holders under Section 3 may be assigned to any Holder or to any Person acquiring Registrable Securities; provided however, that in either case, such transferee or assignee shall not be a Tencent Restricted Person, and no party may be assigned any of the foregoing rights unless the Company is given written notice by the assigning party stating the name and address of the assignee and identifying the securities of the Company as to which the rights in question are being assigned; provided further, that each such assignee shall execute a Joinder to become a party to and bound by this Agreement.

- (b) Right of Participation; Right of First Refusal; Co-Sale Right; and Drag-along Right. The rights of the Investors and the Angel Parties under Sections 4, 5, and 6 are fully assignable in connection with a transfer of the Shares of the Company held by the Investors or the Angel Parties; provided however, that such transferee or assignee shall not be a Tencent Restricted Person, and no party may be assigned any of the foregoing rights unless the Company is given written notice by such Investors or Angel Parties stating the name and address of the assignee and identifying the Shares of the Company as to which the rights in question are being assigned; and provided further, that that each such assignee shall execute a Joinder to become a party to and bound by this Agreement.
- 7.2 Amendments. This Agreement may not be amended or modified and the observance thereof may not be waived (either generally or in a particular instance and either retroactively or prospectively), except by a written instrument executed by (i) the Company, (ii) the Series E2 Majority, (iii) the holders of at least a majority of the Series E Preferred Shares, (iv) the holders of at least a majority of the Series D Preferred Shares, (v) the holders of at least a majority of the Series C Preferred Shares, (vi) the holders of at least a majority of the Series B Preferred Shares, (vii) the holders of at least a majority of the Series A Preferred Shares, (viii) the holders of at least a majority of the Ordinary Shares held by the Angel Parties and (ix) the holders of at least a majority of the Ordinary Shares held by the shareholders other than the Angel Parties; provided however, that (a) any amendment to any provision that gives a right or confers a benefit to a named party shall not be amended or waived without the prior written consent of such named party, (b) no additional obligations shall be imposed upon any party without its prior written consent, (c) any amendment to any provision that would adversely affect any shareholder in a manner disproportionate to the effect on the other shareholders shall not be made without the prior written consent of that first shareholder, and (d) each shareholder of the Company may waive any of its own rights hereunder without obtaining the consent of any other shareholders or their assigns. Any amendment or waiver effected in accordance with this Section 7 shall be binding upon each of the parties hereto and their respective assigns.
- 7.3 Waiver. No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the party waiving such provision. Unless otherwise expressly provided in this Agreement, no failure or delay by a party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waivers of or granting of exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, condition or provision.

8. CONFIDENTIALITY AND NON-DISCLOSURE.

- 8.1 **Disclosure of Terms.** The terms and conditions of this Agreement (including the parties' names and identities), the Series A Purchase Agreement, the Series B Purchase Agreement, the Series C Purchase Agreement, the Series D Purchase Agreement, the Series E Purchase Agreement, the Series E2 Purchase Agreement, and all exhibits attached to such agreements (collectively, the "**Financing Terms**"), including their existence, and all non-public information concerning the organization, structure, business or financial results or condition of the Group Companies, shall be considered confidential information and shall not be disclosed by any party hereto to any third party except in accordance with the provisions set forth below; **provided** that such confidential information shall not include any information that (i) is in the public domain other than as a result of the breach of the confidentiality obligations hereunder by such party, (ii) is already in the possession of such party, (iii) becomes available to such party on a non-confidential basis from a source other than the Group Companies, provided that such source is not known by such party to be bound by a confidentiality agreement with or other obligation of secrecy to the Group Companies, and (iv) is independently developed by such party without using the Financing Terms and without otherwise violating its obligations hereunder.
- 8.2 **Press Releases.** Any press release issued by the Company or any Investor shall not disclose any of the Financing Terms and the final form of such press release shall be approved in advance in writing by the Investors (with respect to any press release by the Company) or by the Company and the other Investors who are referenced in such press release (with respect to any press release by an Investor). No other announcement regarding any of the Financing Terms in a press release, conference, advertisement, announcement, professional or trade publication, mass marketing materials or otherwise to the general public may be made without the prior written consents of the Investors.
- 8.3 **Permitted Disclosures.** Notwithstanding the foregoing, any party may disclose any of the Financing Terms or other confidential information to its Affiliates or its or its Affiliates' current or bona fide prospective investors, employees, investment bankers, lenders, partners, accountants, professional advisors and attorneys or, in the case of the Investors, prospective transferees in a Transfer that complies with the terms of this Agreement, in each case only where such Persons have the need to know such information and are subject to appropriate nondisclosure obligations. Without limiting the generality of the foregoing, the Investors shall be entitled to disclose the Financing Terms for the purposes of fund reporting or inter-fund reporting or to their fund manager, other funds managed by their fund manager and their respective auditors, counsel, directors, officers, employees, shareholders or investors.
- 8.4 **Legally Compelled Disclosure.** In the event that any party is requested or becomes legally compelled (including without limitation, pursuant to securities Laws) to disclose the existence of this Agreement and/or the Series A Purchase Agreement and/or the Series B Purchase Agreement and/or the Series C Purchase Agreement and/or the Series D Purchase Agreement and/or Series E Purchase Agreement and/or Series E2 Purchase Agreement, any of the exhibits attached to such agreements, any of the Financing Terms hereof or any other confidential information in contravention of the provisions of this **Section 8**, such party (the "**Disclosing Party**") shall, to the extent legally permissible and practically feasible, provide the other parties (the "**Non-Disclosing Parties**", and each a "**Non-Disclosing Party**") with prompt written notice of that fact and use all commercially reasonable efforts to seek (with the cooperation and reasonable efforts of the other parties) a protective order, confidential treatment or other appropriate remedy.

In such event, the Disclosing Party shall furnish only that portion of the information which is legally required to be disclosed and shall exercise reasonable efforts to keep confidential such information to the extent reasonably requested by any Non-Disclosing Party.

- 8.5 Use of Tencent's Brands and Marks. Notwithstanding anything to the contrary in this Agreement, without prior written consent of Tencent, whether or not Tencent or any of its Affiliates are then a shareholder of the Company, no party shall use in advertising, publicity, announcements, or otherwise the name of "Tencent", "腾讯", "QQ", "Wechat", "微信" or that of any Affiliate of Tencent, either alone or in combination thereof, including "微信", "wechat", "RTX", "腾讯企业邮 EXMAIL.QQ.COM", "微信朋友圈", "微信电视", "Tencent 腾讯", "QQ", "imqq.com", "QQ 秀/QQSHOW", "WWW.QQ.COM", "QQmusic/QQ 音乐", "QQ 空间", "tencent image", "小 Q", "QQ 彩贝/彩贝联盟", "小 Q 书桌", "微云/腾讯微云", "QQ 会员", "爱马哥", "QQShowSHOW.QQ.COM", "Q 影", "腾讯印象", "同步助手", "腾讯云", "应用宝", "财付通", "QQ 电脑管家", "腾讯手机管家", "安全管家", "酷抠族 COOL", "路宝/腾讯路宝", "QQ 浏览器", "微众", "腾讯游戏/腾讯互动娱乐 Tencent Interactive Entertainment", "洛克王国 Roco Kingdom", "斗战神 ASURA", "QQ 炫舞", "QQ 西游 QQXY.QQ.COM", "QQ 飞车", "英雄杀 YXS.QQ.COM", "AI 战士 AI.QQ.COM", "功夫西游", "逆战 NZ.QQ.COM", "QQ 游戏 QQGAME.QQ.COM", "Q 游记", "功夫企鹅", "Q 游记 17Q.QQ.COM", "腾讯原创动漫 AC.QQ.COM", "趣西游", "众神争霸", "天天酷跑", "天天爱消除", "天天连萌", "全民三国", "天天飞车", "腾讯文学 Tencent Literature", "腾讯网", "FUN 秀", "小拇指", "腾讯微漫画", "碰星球 PUNG", "翻秀", "腾讯儿童 DIY 微漫画", "潮童范儿", "广点通", "微彩票 518.qq.com", "QQ 彩票 888.QQ.COM", "腾讯微公益基金", "新年新衣", "筑梦新乡村", "米大师", "铜关 Tongguan", "益行家", "王者荣耀", "腾讯地图", "天天快报", "TIM", "FOXMAIL", "自选股", "疾风之刃", "JOOX", "VOOV", "理财通", "Ipick", any associated logos of the above brands, or any company name, trade name, trademark, service mark, domain name, device, design, symbol or any abbreviation, contraction or simulation thereof owned or used by Tencent or any of its Affiliates, except for (i) the reference to "Tencent" and/or "腾讯" in a factual statement that the Company is a portfolio company of Tencent (to the extent such information is by then in the public domain) and (ii) a permitted use of the relevant logo(s), brand(s) or trademark(s) or corporate name(s)/products name(s) of Tencent or its Affiliate(s) by an applicable Group Company as authorized in a business cooperation agreement entered into between Tencent or its Affiliate(s) and such Group Company; or represent, directly or indirectly, that any product or services provided by any party (other than Tencent) or any of its Affiliates have been approved or endorsed by Tencent or any of its Affiliates.
- 8.6 Use of Yunfeng's Brands and Marks. The Company agrees that it will not, without the prior written consent of Yunfeng, in each instance, (a) use in marketing, advertising, publicity, promotion or otherwise the name of "云锋" (Chinese equivalent for "Yunfeng"), "云锋基金" (Chinese equivalent for "Yunfeng Capital") or any Affiliate of Yunfeng, or any partner or employee of any Affiliate of Yunfeng, nor any trade name, trademark, trade device, service or product mark, symbol, logo, brand, domain name, icon or any abbreviation, contraction or simulation thereof owned by Yunfeng or its Affiliates, except for the reference to "Yunfeng", "YF", "云锋基金" and/or "云锋" in a factual statement that the Company is a portfolio company of Yunfeng (to the extent such information is by then in the public domain), or (b) represent, directly or indirectly, that any product or any service provided by the Company has been approved or endorsed by Yunfeng or an Affiliate of Yunfeng.

- 8.7 Use of Matrix's Brands and Marks. The Company agrees that it will not, without the prior written consent of Matrix, in each instance, (a) use in marketing, advertising, publicity, promotion or otherwise the name of "Matrix", "Matrix Partners", "经纬", "经纬中国" and any associated logos of the above brands, or any company name, trade name, trademark, service mark, domain name, device, design, symbol or any abbreviation, contraction or simulation thereof owned or used by Matrix or any of its Affiliates; except for the reference to "Matrix", "Matrix Partner", "经纬" and/or "经纬中国" in a factual statement that the Company is a portfolio company of Matrix (to the extent such information is by then in the public domain).
- 8.8 Other Information. The provisions of this Section 8 shall be in addition to, and not in substitution for, the provisions of any separate nondisclosure agreement executed by any of the parties with respect to the transactions contemplated hereby.
- 8.9 Notices. All notices required under this section shall be made pursuant to Section 11.1 of this Agreement.

9. PROTECTIVE PROVISIONS AND OTHER ARRANGEMENTS.

- 9.1 Acts Requiring Approval by the Investors. In addition to such other limitations as may be provided herein or in the Restated Articles of the Company, any of the Company's other contractual obligations, requirements under the applicable Laws and any rights of approval of the Investor Directors as set forth in Section 9.2, so long as any Series A Preferred Share is outstanding and held by SIG, any Series C Preferred Share is outstanding and held by Yunfeng, any Series D Preferred Share is outstanding and held by the Lead Series D Investor Representative and/or any Series E Preferred Share is outstanding and held by Tencent, the Company and the other Group Companies shall not, and the Founder Parties and the shareholders of each Group Company shall each take all steps necessary within their respective control to ensure that each such Group Company shall not, directly or indirectly, carry out any of the following actions (other than any action undertaken in accordance with Section 9.3) (whether in a single transaction or a series of related transactions, whether directly or indirectly, and whether by amendment to the Restated Articles or its constitutional documents, merger, consolidation, schedule of arrangement, amalgamation or otherwise), and no affirmative shareholders resolution shall be adopted by any Group Company to directly or indirectly approve or carry out the same, except with the prior affirmative votes or written consents of SIG, Yunfeng, the Lead Series D Investor Representative and Tencent, and where any such action listed in (a) to (o) below requires a Special Resolution (as defined in the Restated Articles) of the shareholders of the Company, and the said prior consent(s) of SIG and/or Yunfeng and/or the Lead Series D Investor Representative and/or Tencent have not been obtained, the shareholders of the Company who voted against the resolution at a meeting or objected to adoption of written resolution with respect to such act shall have such number of votes as equal to the number of votes of the shareholders of the Company who voted in favor of or consented to such resolution plus one (1):

- (a) the commencement of or consent to any proceeding with respect to any Group Company, seeking (i) to adjudicate it as bankrupt or insolvent, (ii) liquidation, dissolution, winding up, reorganization, or other arrangement under law relating to bankruptcy, insolvency or reorganization or relief of debtors, or (iii) the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property, or a Deemed Liquidation Event (other than a Drag-Along Sale in accordance with Section 6.1);
- (b) (x) any amendment, alteration or repeal of, or any waiver under, any provision of the Restated Articles of the Company, or (y) in a manner that is adverse to any Investor, any amendment, alteration, repeal of, or waiver under any provision of any constitutional documents of any other Group Company;
- (c) any action of any Group Company that creates or authorizes to create, issues, increases or decreases the number of authorized or issued Equity Securities, including any New Securities, but excluding any of the following issuances by the Company:
 - (i) any Ordinary Shares issued upon conversion of the Preferred Shares;
 - (ii) any Shares issued pursuant to the anti-dilution provisions as set forth in section of Article 9(d) of the Restated Articles;
 - (iii) any Ordinary Shares (and/or options or warrants therefor) issued to employees, officers, directors, or consultants of the Group Companies pursuant to any ESOP approved by the Company's Board of Directors in accordance with this Agreement and the Restated Articles;
 - (iv) any Ordinary Share issued to Zu Teng (祖騰) or Zu Teng's SPV in accordance with Section 10.8 hereof; and
 - (v) any Ordinary Share issued in connection with any M&A (as defined below) approved by the Company's Board of Directors in accordance with this Agreement and the Restated Articles;
- (d) any purchase, repurchase, redemption, or any retirement, of any Equity Securities of any Group Company, excluding any of the following repurchase or redemption by the Company:
 - (i) the repurchase or redemption of Shares from employees, officers, directors, or consultants of the Company pursuant to (x) any ESOP approved by the Company's Board of Directors in accordance with this Agreement or (y) the Share Restriction Agreements;
 - (ii) the redemption of Shares by the Company in connection with an M&A approved in accordance with this Agreement and the Restated Articles;

- (iii) any repurchase or redemption by the Company of Shares held by any service provider of the Group Companies pursuant to (x) any share incentive agreement under any ESOP approved by the Company's Board of Directors in accordance with this Agreement or (y) the Share Restriction Agreements entered therebetween which allows the Company to have such right of repurchase or redemption at the termination of the service relationship by such service provider;
 - (iv) any redemption of Preferred Shares in accordance with Article 47 of the Restated Articles; and
 - (v) any repurchase or redemption of Shares to effect a Drag-Along Sale.
- (e) (x) any action that would result in any merger, amalgamation, consolidation, business combination, division, share acquisition, change of the corporate form, Change of Control or other reorganization or restructuring of any Group Company, or, (y) any action, whether by a single transaction or a series of transactions that results in the dilution of the shareholding percentage of any Investor (except for the creation or enforcement of, or the exercise of rights (including the power of sale) under, the Founder Lu Holdco Mortgage, any Drag-Along Sale in accordance with Section 6.1, any redemption carried out in accordance with Article 47 of the Restated Articles, or any dilution of the shareholding percentage of any Investor due to any issuance of New Securities duly approved and conducted in compliance with this Agreement) (each an "M&A");
- (f) the declaration, setting aside or payment of a dividend or making of other distribution to any shareholder of any Group Company (other than by a Wholly Owned/Controlled Subsidiary to the Company or another Wholly Owned/Controlled Subsidiary), or the adoption of or any change to the dividend policy of any Group Company;
- (g) any action that allows any Shares to have any privileges in terms of voting, purchase or redemption, liquidation preferences or payment of any dividend or other distribution senior to or on a parity with any Preferred Share;
- (h) any action of any Group Company that creates, issues or authorizes the creation or issuance of any debt security (other than equipment leases or bank lines of credit) unless issuance of such debt security has received the prior written approval of the Board, including the consents of all the Investor Directors;
- (i) any share split, share dividend, combination, recapitalization or similar event with respect to any Equity Securities in any Group Company;
- (j) any amendment or change of the rights, preferences, privileges or powers of, or the restrictions provided for the benefit of, the Preferred Shares;
- (k) any action (in a single transaction or a series related transactions) that (x) reclassifies or recapitalize any outstanding Equity Securities into, or creates or authorizes the creation of or issues any other Equity Securities having rights, preferences or privileges senior to or on parity with the Preferred Shares, or (y) increases the authorized number of the Preferred Shares or any other class or series of preferred shares;

- (l) any increase or decrease in the size or change of composition or voting power of the Board or the board of directors or similar governing body of any other Group Company, other than any such increase, decrease or other change contemplated by Section 2.2(d); and any establishment of any committee thereunder and the authorization, power and duties of such committee;
 - (m) termination of, any amendment or modification to, or waiver under any captive structure documents in respect of any of the Group Companies executed by such Group Company, the shareholders of such Group Company, the Founder Parties and/or any other parties thereto, including without limitation, any of the Cooperative Agreements;
 - (n) any public offering of any debt or Equity Securities of any Group Company, including the selection or determination of any underwriter, any securities exchange, valuation, size and other material terms and conditions for such offering; and
 - (o) the issuance or reservation of Equity Securities under the ESOP or any other equity incentive plan in excess of the aggregate amount of the Existing ESOP Shares and the New ESOP Shares (as adjusted to reflect any subsequent bonus issue, share split, reverse share split, share dividend, consolidation, subdivision, reclassification, recapitalization or other similar transaction of the Company).
- 9.2 Acts Requiring Approval by the Investor Directors. For so long as SIG is entitled to appoint or nominate the SIG Director, Yunfeng is entitled to appoint or nominate the Yunfeng Director, the Lead Series D Investor Representative is entitled to appoint or nominate the Series D Director and/or Tencent is entitled to appoint or nominate the Tencent Director, in addition to such other limitations as may be provided herein or in the Restated Articles of the Company, any of the Company's other contractual obligations, or requirements under the applicable Laws, the Company and the other Group Companies shall not, and the Founder Parties shall each take all steps necessary to ensure that the Company and the other Group Companies shall not, directly or indirectly carry out any of the following actions (other than any action undertaken in accordance with Section 9.3) (whether in a single transaction or a series of related transactions, whether directly or indirectly, and whether by amendment to the Restated Articles or its constitutional documents, merger, consolidation, schedule of arrangement, amalgamation or otherwise), and no resolution shall be adopted by the Board or by the board of directors of any other Group Company (as applicable) to directly or indirectly approve or carry out any of the following actions by the Company or such other Group Companies (whether in a single transaction or a series of related transactions, whether directly or indirectly, and whether by amendment to the Restated Articles or its constitutional documents, merger, consolidation, schedule of arrangement, amalgamation or otherwise), except with a majority of affirmative votes of the Board of Directors of the Company, including the affirmative vote or consent of each of the Investor Directors, provided that any action listed in paragraphs (g) and (j) below shall not require the affirmative vote or consent of the director appointed by Tencent:

- (a) any entry into, participation in, formation or establishment of, or exit from any joint venture, partnership, association, consortium or similar entities or relationships;
- (b) any provision of any loan or advance to any Person, including, any employee or director of any Group Company, except advances and similar expenditures in the ordinary course of business or in accordance with the terms of an ESOP approved by the Board;
- (c) any action to create guarantee, mortgage or any other encumbrance on any asset of any Group Company for any indebtedness;
- (d) any incurrence of indebtedness in excess of RMB5,000,000 in a single transaction or in excess of RMB10,000,000 in aggregate for any consecutive twelve (12) months, in each case not already included in a Board-approved budget or incurred outside the ordinary course of business;
- (e) provision of any loan or lending to any Related Party of any Group Company or other third party or provision of guarantee or security for the indebtedness or liability of any Related Party of any Group Company or any third party (other than (i) loans provided by the Company or a Wholly Owned/Controlled Subsidiary to another Wholly Owned/Controlled Subsidiary or provided by a Wholly Owned/Controlled Subsidiary to the Company) and (ii) guarantee or security provided by the Company or a Wholly Owned/Controlled Subsidiary for the indebtedness or liability of another Wholly Owned/Controlled Subsidiary or provided by a Wholly Owned/Controlled Subsidiary for the indebtedness or liability of the Company);
- (f) enter into or become a party to any transaction with any Related Party of any Group Company, renew or extend the terms of any such transaction, or amend any term of any such transaction in a manner adverse to any Group Company, other than (i) any redemption of Shares by the Company carried out in accordance with Article 47 of the Restated Articles, (ii) entry into any transaction involving value not exceeding RMB5,000,000 in a single transaction or entry into transactions involving value not exceeding RMB5,000,000 in aggregate for any fiscal year, in each case under clause (ii), in the ordinary course of business and on an arm's length basis, and (iii) any business cooperation or strategic alliance with Tencent or its Affiliates conducted in accordance with the Tencent Business Cooperation Agreements;
- (g) approval and amendment of the annual business and financial plans, annual investment plans and annual budgets of the Group Companies taken as a whole;
- (h) approval of any capital expenditure in a single transaction or a series of related transactions in excess of RMB5,000,000 or in excess of RMB10,000,000 in aggregate for any consecutive twelve (12) months or approval of any investment commitments in a single transaction or a series of related transactions in excess of RMB10,000,000 or in excess of RMB20,000,000 in aggregate for any consecutive twelve (12) months, in each case that has not been included in the approved annual business plan or budget (to the extent that such annual business plan or budget has specified each specific capital expenditure and investment commitment);

- (i) approval of any other expenditure in a single transaction or a series of related transactions in excess of RMB5,000,000 or in excess of RMB10,000,000 in aggregate for any consecutive twelve (12) months that has not been included in the approved annual budget;
- (j) appointment, removal or replacement of the Chief Executive Officer, the Chief Financial Officer/Financial VP, the Chief Technology Officer, the Chief Operation Officer and the Chief Human Resource Officer;
- (k) approval of or change to the compensation and remuneration of the officers listed in paragraph (j) above (including approving the number of options or other awards issued to such persons under the duly approved ESOP);
- (l) any material alteration or change to the business scope, nature of business or Business of the Group Companies, entry into a new line of business, or exiting from any current line of business;
- (m) the adoption, amendment or termination of any equity incentive, purchase or participation plan or equivalent, of the Company for the benefit of the employees, officers, directors, advisors, contractors and consultants of the Group Companies (“ESOP”);
- (n) any transfer, sale, or disposal of any asset or business of any Group Company involving a transaction value in excess of RMB5,000,000 during any fiscal year (except for any Drag-Along Sale in accordance with Section 6.1, or any transfer, sale or disposition of assets or properties in accordance with Article 47 of the Restated Articles);
- (o) any sale, transfer, lease, license, pledge, encumbrance of technology or intellectual property of the Group Companies, other than non-exclusive licenses of the technology or intellectual property of the Group Companies granted in the ordinary course of business;
- (p) any investment (including through acquisition of asset or business of any Person) involving an amount in excess of RMB10,000,000 other than any investment in any then existing Subsidiary, or any establishment by any Group Company itself or with any other Person of, or any disposal of any interest (including Equity Securities) in, any joint venture, partnership, Subsidiary or alliance;
- (q) approval of any audited financial statements (including without limitation, the balance sheet, the income statement and the cash flow statement) of any Group Company;
- (r) any commencement or settlement of any material legal actions or arbitrations involving an amount exceeding RMB5,000,000 or any waiver, termination, settlement or compromise by any Group Company of any valuable right or of any liability involving an amount or value exceeding RMB5,000,000; and

- (s) the appointment, removal and replacement of the accounting firm/auditor of any Group Company, material change of the accounting or financial policy of any Group Company.
- 9.3 VIE Structure. If the structure or transactions contemplated by the Cooperative Agreements, as amended from time to time (the “VIE Structure”), are deemed by the relevant Governmental Authorities or expressly set forth under applicable Laws to be in violation of the Laws of the PRC:
- (a) the parties hereto agree to take any actions as required by the Preferred Majority to restructure the Group Companies or otherwise necessary to preserve the economic benefit of the Investors and the other shareholders of the Company under the structure pursuant to the Cooperative Agreements, taking into consideration any costs which may occur in connection with such restructuring or actions so taken; and
 - (b) without limiting the generality of the foregoing item (a), in the event that Jiangsu Yunxuetang, Shanghai Zhong Ou, Shanghai Fenghe and/or any other variable interest entity (whether or not wholly or majority owned by Founder Lu or by third parties designated by Founder Lu as nominees) that is controlled by any WFOE or other Subsidiaries of the Company in the future under similar VIE Structure (collectively, “VIE Companies” and each, a “VIE Company”) are expressly required under the relevant Laws of the PRC or by the PRC Governmental Authorities to be divested from the relevant WFOE, or the VIE Structure is required to be terminated, the Group Companies and Founder Lu specifically agree and undertake that:
 - (i) any actions taken by the shareholders of the VIE Companies (with respect to the VIE Companies other than Shanghai Zhong Ou and Shanghai Fenghe to the extent that Shanghai Zhong Ou and Shanghai Fenghe remain as Non-Wholly Owned/Controlled Subsidiaries) or any actions taken by Jiangsu Yunxuetang (with respect to Shanghai Zhong Ou and Shanghai Fenghe) regarding the divestiture of the VIE Companies or termination of the VIE Structure shall be approved in advance in writing by the Preferred Majority;
 - (ii) to the greatest extent permitted by applicable Laws and unless otherwise agreed by the Preferred Majority in writing, the equity or assets of the VIE Companies other than Shanghai Zhong Ou and Shanghai Fenghe shall be, and Jiangsu Yunxuetang shall use its commercially reasonable efforts to cause the equity or assets of Shanghai Zhong Ou and Shanghai Fenghe to be, disposed of at the fair market value, and subject to the payment of applicable taxes and other government charges pursuant to the Laws of the PRC, any consideration received by the shareholders of the VIE Companies in connection with such divestiture or termination shall be held by them in trust for the benefit of the relevant WFOE and shall be passed on to such WFOE without any deduction or withholding; and

- (iii) to the greatest extent permitted by applicable Laws, each Investor and the other shareholders of the Company shall have the right to hold or acquire certain percentage of Equity Securities in Jiangsu Yunxuetang (or any similar company newly established to operate the Business in substitution for Jiangsu Yunxuetang) (the “Core VIE Company”) that equals to the percentage of the then-outstanding shares of the Company (on a fully-diluted and as-converted basis) that is owned by such Investor or shareholder, for nil consideration or at a nominal price, and Founder Lu shall and shall cause the other shareholders of the Core VIE Company, and the shareholders shall cause their respective Affiliates which hold Equity Securities in the Core VIE Company to, consent to and take all necessary actions to implement such transaction as demanded by such Investor or the other shareholder.

For the avoidance of doubt, nothing herein shall prejudice or restrict any Investor’s rights and privileges under the Restated Articles, including without limitation the redemption rights as set forth therein.

9.4 Tencent Reserved Matters and Consent Rights.

- (a) Notwithstanding anything to the contrary set forth in this Agreement or the Restated Articles but subject to Section 9.4(b), for so long as Tencent (including its Affiliates) holds fifty percent (50%) or more of the Series E Preferred Shares held by it as of January 25, 2021, prior written consent from Tencent shall be required for any of the following transactions:
 - (i) any issuance of Equity Securities in any Group Company to any Tencent Restricted Person;
 - (ii) any Transfer of Equity Securities in the Company or any Wholly Owned/Controlled Subsidiary by any holder thereof or any Transfer of Equity Securities in any Non-wholly Owned/Controlled Subsidiary by the Company or another Wholly Owned/Controlled Subsidiary (where applicable) to any Tencent Restricted Person (including in any enforcement proceedings); or
 - (iii) any Deemed Liquidation Event with or involving any Tencent Restricted Person.
- (b) Notwithstanding the foregoing provisions in Section 9.4(a):
 - (i) where there is a proposed Deemed Liquidation Event or Drag-Along Sale in which a Tencent Restricted Person is the counterparty which proposes to purchase Shares, if Tencent agrees to sell or transfer all (but not less than all) of the Shares then held by it and cease being a shareholder of the Company immediately after completion of the proposed Deemed Liquidation Event or Drag-Along Sale, and such Tencent Restricted Person agrees to buy or purchase all the Shares then held by Tencent, the restrictions under Section 9.4(a)(ii) and Section 9.4(a)(iii) shall not apply to such proposed Deemed Liquidation Event or Drag-Along Sale with such Tencent Restricted Person; and

- (ii) solely with respect to any proposed Transfer of Equity Securities in the Company by Yunfeng, if any Affiliate of Yunfeng is, as of the date hereof, an entity which Alibaba Group Holding Limited, Ant Technology Group Co. Ltd. (蚂蚁科技集团股份有限公司) or any entity that operates Alipay or any of their respective Affiliates holds directly or indirectly not less than 30% of the total issued shares therein or the voting power attaching to all the issued shares therein, such Affiliate of Yunfeng shall not be deemed as a Tencent Restrict Person.
- (c) The list of Tencent Restricted Persons shall not be revised without approval by the Board, including approval by each of the Investor Directors.

10. **ADDITIONAL COVENANTS**

10.1 **Non-Competition and Non-Solicitation Agreements.** Without limiting or prejudicing the requirements and obligations under Section 8.10 of the Series D Purchase Agreement, Section 9.9 of the Series E Purchase Agreement and Section 8.9 of the Series E2 Purchase Agreement:

- (a) the Group Companies and the Founder Parties shall procure that each current and future Key Employee will enter into and/or remain bound by customary non-competition and non-solicitation agreement and/or employment agreement with the Group Companies, each in a form and substance reasonably acceptable to the Investors, and that in accordance with such non-competition and non-solicitation agreement and/or employment agreement, Founder Lu and each such Key Employee will be subject to and remain bound by customary non-compete, no-hire and non-solicitation obligations, and certain confidentiality obligations under the non-disclosure and proprietary assignment agreement set forth in Section 10.2 (x) as long as such foregoing Person either holds any Equity Securities directly or indirectly in any Group Company, or is employed by any Group Company, and (y) for two (2) years after the later of such Person ceasing to hold any Equity Securities in any Group Company and his/her employment with any Group Company being terminated; and
- (b) without prejudicing the foregoing, for so long as any Inventor holds any Preferred Shares, Founder Lu shall not and shall ensure that each of the Founder Parties and its Affiliates will not (i) directly or indirectly, through any Affiliate or any other Person, own, manage, be engaged in, operate, control, work for, consult with, render services for, do business with, maintain any interest in (proprietary, financial or otherwise) or participate in the ownership, management, operation, or control of, any business, whether in corporate, proprietorship or partnership form or otherwise, that is related to the Business or otherwise competes with any Group Company, or (ii) cause, solicit, induce or encourage any employees of the Group Companies to leave such employment or, except for the purpose of hiring for any Group Companies, hire, employ or otherwise engage any such individual, or cause, induce or encourage any current or prospective client, customer, supplier, licensee or licensor of the Group Companies or any other person who has a business relationship with the Group Companies, to terminate or modify to the detriment of the Group Companies any such relationship.

10.2 Non-Disclosure and Propriety Rights Assignment Agreement. Founder Lu shall, and the Group Companies and the Founder Parties shall procure that each other current and future employee and consultant with access to any Group Company's confidential information/trade secrets shall, enter into a non-disclosure and proprietary rights assignment agreement in a form and substance reasonably acceptable to the Investors.

10.3 Qualified Public Offering Cooperation.

- (a) Each of the Company and the Founder Parties undertakes that it shall use its reasonable best endeavours to or to cause the Company to consummate a Qualified Public Offering before the fourth (4th) anniversary of January 25, 2021. The Company shall consult periodically with SIG, Yunfeng, the Lead Series D Investor Representative and Tencent with respect to Qualified Public Offering, including without limitation the place, status, development and pricing of the anticipated public offering, provide SIG, Yunfeng, the Lead Series D Investor Representative and Tencent with reasonable access and opportunity to participate in meetings, presentations, road shows, drafting sessions, due diligence sessions and sessions with lenders, investors and rating agencies, and otherwise take such actions and provide such cooperation as may be reasonably requested by SIG, Yunfeng, the Lead Series D Investor Representative and/or Tencent such that SIG, Yunfeng, the Lead Series D Investor Representative and Tencent and Persons designated by SIG, Yunfeng, the Lead Series D Investor Representative and Tencent will have reasonable time and opportunity to provide feedback, opinions or comments on the draft prospectus and other material aspects of the public offering, and give SIG, Yunfeng, the Lead Series D Investor Representative and Tencent reasonable access to meetings regarding the selection or determination of stock exchange, underwriter or other advisors with respect to the anticipated public offering.
- (b) Without limiting the foregoing Section 10.3(a), from and after the second (2nd) anniversary of January 25, 2021, each of the Lead Series D Investor Representative and Tencent shall have right to request (provided that such right shall be exercised reasonably by the Lead Series D Investor Representative and/or Tencent taking into account the commercial conditions, including the financial and operating conditions, of the Group Companies) the Company to initiate a Qualified Public Offering by serving a written notice to the Company and the other shareholders hereto (a "Demanded IPO"), in which case: (1) each party hereto shall consent to such Demanded IPO and shall vote for and raise no objections against such Demanded IPO; (2) each party hereto shall use its reasonable best endeavors to take, or cause to be taken, all actions and do, or cause to be done, all things necessary, reasonably requested by the Board or the underwriter(s) designated by the Board, to procure or effect such Demanded IPO, including unconditionally granting any and all consents or approvals, participating in meeting, presentations, road shows, drafting sessions, due diligence sessions and sessions with lenders, investors and rating agencies, and otherwise reasonably cooperating with the marketing efforts of the Company or any other Group Companies in connection with such Demanded IPO; (3) if requested by the Board upon advice of the managing underwriters of such Demanded IPO, each shareholder agrees to execute customary lock-up agreements consistent with the foregoing obligations; and (4) each party hereto shall ensure that (x) an IPO Resolution in form agreed by the Lead Series D Investor Representative and Tencent is placed on the agenda for, and brought to a vote at, the next meeting of the Board, and (y) all Directors of the Company designated or appointed by such party shall attend such meeting and, subject to applicable Laws, vote in favor of the IPO Resolution. The Company and the other Group Companies shall take all actions as contemplated to be taken by them under the IPO Resolution. In case of a Demanded IPO on a securities exchange in the United States of America, the applicable provisions under Section 3 shall apply, *mutatis, mutandis*, as if such Demanded IPO is made under a registration demanded under Section 3.3(a).

- (c) Founder Lu Holdco Mortgage. Each party hereto acknowledges that (i) the Founder Lu Holdco, Founder Lu and Centurium entered into that certain loan agreement dated April 23, 2020 (the "Founder Lu Holdco Loan Agreement", as may be amended, restated and/or supplemented from time to time), and (ii) Founder Lu Holdco and Centurium entered into that certain equitable mortgage over shares dated April 23, 2020 (the "Founder Lu Holdco Mortgage Agreement"). Each party hereto hereby consents to the creation and enforcement of the Founder Lu Holdco Mortgage (including any Transfer of the Founder Lu Holdco Mortgaged Shares to Centurium, its Affiliates or any other Person other than a Tencent Restricted Person in order to enforce the Founder Lu Holdco Mortgage, including on the exercise of the power of sale thereunder) in accordance with the terms and conditions of the Founder Lu Holdco Mortgage Agreement. Each party hereto shall, and shall procure its Affiliates and any Director designate by it to take all actions as may be necessary to facilitate and give effect to the creation and enforcement of the Founder Lu Holdco Mortgage and any transactions and actions as contemplated thereby (including any Transfer of the Founder Lu Holdco Mortgaged Shares to Centurium, its Affiliates or any other Person other than a Tencent Restricted Person in order to enforce the Founder Lu Holdco Mortgage, including the exercise of the power of sale thereunder), and (b) execute and deliver all agreements, certificates, instruments, resolutions and other documents with respect to the creation and enforcement of the Founder Lu Holdco Mortgage and any transactions and actions as contemplated thereby (including any Transfer of the Founder Lu Holdco Mortgaged Shares to Centurium, its Affiliates or any other Person other than a Tencent Restricted Person in order to enforce the Founder Lu Holdco Mortgage, including the exercise of the power of sale thereunder).
- 10.4 Redemption. Each party agrees that it shall and shall procure its Affiliates and any Director designated by it to take all actions necessary or desirable to complete and give full effect to any redemption that shall be carried out in accordance with Article 47 of the Restated Articles pursuant to the terms thereof.
- 10.5 Tax Declaration. The parties agree that to the extent a Form 8832 (Entity Classification Election) or Form SS-4 (Application for Employer Identification Number) is proposed to be filed by or on behalf of any Group Company with the relevant Governmental Authorities (whether pursuant to any Prior Financing Documents or otherwise), the relevant Group Company shall obtain Centurium's prior written consent before making any filing of the aforesaid forms, and any such form to be filed shall be in form and substance satisfactory to Centurium.

- 10.6 Dual Class Voting Structure. The parties agree that immediately prior to the completion of an IPO, or at such other time as the Series A Majority, the Series B Majority, the Series C Majority, the Series D Majority, the Series E Majority and Founder Lu may agree, the Company shall, adopt a dual class ordinary share structure, pursuant to which, the then issued and outstanding Ordinary Shares of the Company held directly or indirectly by and only by Founder Lu shall each have certain number of multiple votes on all matters in a shareholders meeting or in respect of any shareholders resolutions of the Company in order to ensure that Founder Lu holds, directly or indirectly, no less than fifty one percent (51%) of the voting power at the shareholders' meetings of the Company (the "Dual Class Voting Structure"), and the detailed terms and conditions of such Dual Class Voting Structure shall be subject to the prior written consents of the Series A Majority, the Series B Majority, the Series C Majority, the Series D Majority, the Series E Majority and Founder Lu.
- 10.7 Reservation of ESOP Shares. Each party hereto acknowledges that the Company has reserved 2,956,830 Ordinary Shares for issuance to the employees, officers, directors, advisors, contractors and consultants of the Group Companies (the "Existing ESOP Shares"). Each party hereto agrees that immediately after the Closing, the Company shall further reserve 8,301,863 Ordinary Shares in addition to the Existing ESOP Shares (the "New ESOP Shares") for issuance to the employees, officers, directors, advisors, contractors and consultants of the Group Companies in accordance with an ESOP to be duly adopted, representing five percent (5%) of the Equity Securities of the Company (on a fully-diluted and as-converted basis) immediately after such reservation.
- 10.8 Issuance and Transfer of Shares to Zu Teng (祖腾). Each of the Parties hereby agrees and acknowledges that (i) the Company will issue and allot all of the Existing ESOP Shares (i.e., 2,956,830 Ordinary Shares) to Zu Teng (祖腾) or any wholly owned entity(ies) of Zu Teng (祖腾) ("Zu Teng's SPV") after the Closing; and (ii) the Founder Lu Holdco will transfer 825,131 Ordinary Shares held by it to Zu Teng (祖腾) or Zu Teng's SPV after the Closing (collectively, the "Issuance and Transfer of Shares"), provided that, (x) at or prior to the completion of the Issuance and Transfer of Shares, Zu Teng (祖腾) and Zu Teng's SPV (if applicable) shall (aa) enter into a share restriction agreement in the form and substance determined by the Board (including the affirmative votes of the Investor Directors), pursuant to which the Ordinary Shares directly or indirectly held by Zu Teng (祖腾) shall be subject to customary vesting schedules and repurchase rights of the Company and the Investors, and (bb) execute a deed of adherence in the form and substance determined by the Board (including the affirmative votes of the Investor Directors), pursuant to which Zu Teng (祖腾) and Zu Teng's SPV (if applicable) shall agree in writing to be bound by this Agreement and each other Transaction Document as a "holder of Ordinary Shares", a "Founder Party" and/or a "Key Holder Party" (in particular, Zu Teng (祖腾) and/or Zu Teng's SPV (as applicable) shall assume the obligations under Section 8.9 of the Series E2 Purchase Agreement, Sections 10.1 and 10.2 hereof); and (y) such Issuance and Transfer of Shares shall be effected in compliance with all applicable Laws and reasonable evidence of the satisfaction of all applicable filings or registrations required by the SAFE under the Circular 37 and any other applicable SAFE rules and regulations shall be provided to the Investors. Each party hereto shall, and shall procure its Affiliates and any Director designated by it to take all actions as may be necessary to facilitate and give effect to the aforesaid Issuance and Transfer of Shares in accordance with the terms and conditions hereof, including (a) to approve, consent to and/or vote affirmatively for the aforesaid Issuance and Transfer of Shares, and (b) execute and deliver all agreements, certificates, instruments, resolutions and other documents with respect to the Issuance and Transfer of Shares.

11. GENERAL PROVISIONS.

- 11.1 **Notices.** Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to a party, upon delivery; (b) when sent by facsimile at the number set forth in Schedule V hereto, upon receipt of confirmation of error-free transmission; (c) when sent by electronic-mail at the e-mail address set forth in Schedule V hereto, upon being sent unless failure delivery notice is received; (d) seven (7) Business Days after deposit in the mail as air mail or certified mail, receipt requested, postage prepaid and addressed to the relevant party as set forth in Schedule V; or (e) three (3) Business Days after deposit with an overnight delivery service provider, postage prepaid, addressed to the parties as set forth in Schedule V with next Business Day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider. Each Person making a communication hereunder by facsimile shall promptly confirm by telephone to the Person to whom such communication was addressed each communication made by it by facsimile pursuant hereto but the absence of such confirmation shall not affect the validity of any such communication. A party may change or supplement the addresses set forth in Schedule V, or designate additional addresses, for purposes of this Section 11.1 by giving the other parties written notice of the new address in the manner set forth above.
- 11.2 **Entire Agreement.** This Agreement, the Series E2 Purchase Agreement, the Restated Articles, the Share Restriction Agreements and the other Transaction Documents constitute and contain the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the parties respecting the subject matter hereof. Without limiting the generality of the above, this Agreement supersedes and replaces the Prior Agreement in its entirety.
- 11.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of Hong Kong as to matters within the scope thereof, without regard to its principles of conflicts of laws.
- 11.4 **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be construed, to the extent feasible, so as to render the provision enforceable and to provide for the consummation of the transactions contemplated hereby on substantially the same terms as originally set forth herein, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the severed provision is essential to the rights or benefits intended by the parties. In such event, the parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects the parties' intent in entering into this Agreement.

- 11.5 Third Parties. Nothing in this Agreement, express or implied, is intended to confer upon any Person, other than the parties hereto and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement.
- 11.6 Successors and Assigns. Subject to the provisions of Section 7.1, the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and permitted assigns of the parties hereto. Notwithstanding anything to the contrary, this Agreement and the rights and obligations therein may be assigned by each Investor and each Angel Party to any of its Affiliates or any transferee of its Shares of the Company in a transfer that has complied with this Agreement without any consent of the other parties. Except as expressly provided in this Agreement and other than the parties hereto or their respective successors and assigns, a Person who is not a party to this Agreement shall not have any rights under the *Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong)* to enforce, or to enjoy the benefit of, any term of this Agreement.
- 11.7 Assignment. The rights and obligations of the parties hereto other than the Investors and the Angel Parties hereunder are not assignable without prior written consents of the Investors and the Angel Parties; provided that the rights of the Founder Lu Holdco in respect of the Founder Lu Holdco Mortgaged Shares are fully assignable to any permitted transferee or assignee (to the extent that such transferee or assignee is not a Company Competitor or a Tencent Restricted Person) of such Founder Lu Holdco Mortgaged Shares as result of the enforcement of the Founder Lu Holdco Mortgage (including the exercise of the power of sale thereunder) in accordance with the terms and conditions of the Founder Lu Holdco Mortgage Agreement without prior written consents of the Investors or the Angel Parties, conditional upon such transferee or assignee signing a joinder substantially in form attached hereto as Exhibit B (a “Joinder”). The rights of each of the Investors and the Angel Parties hereunder are fully assignable to any transferee or assignee (to the extent that such transferee or assignee is not a Company Competitor or a Tencent Restricted Person), of any Shares of the Company held by such Investor or such Angel Party (as applicable), conditional upon such transferee or assignee signing a Joinder. In the event that any shareholder proposes to transfer any Shares in accordance with the terms of this Agreement, it shall procure that the transferees of such Shares (to the extent not already a party hereto) to execute a Joinder to become a party to and bound by this Agreement immediately upon becoming a holder of such Shares as reflected in the register of members of the Company.

- 11.8 Interpretation; Captions. This Agreement shall be construed according to its fair language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. The captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe or interpret this Agreement. Unless otherwise expressly provided herein, all references to Sections and Exhibits herein are to Sections and Exhibits of this Agreement. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless otherwise expressly provided herein, (i) all references to Sections and Exhibits herein are to Sections and Exhibits of this Agreement; (ii) the words “include” and “including”, and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation”; (iii) the term “or” is not exclusive; (iv) words in the singular include the plural, and words in the plural include the singular; (v) the terms “herein”, “hereof”, and other similar words refer to this Agreement as a whole and not to any particular section, subsection, paragraph, clause, or other subdivision; (vi) the masculine, feminine, and neuter genders will each be deemed to include the others; (vii) the terms “shall”, “will”, and “agrees” are mandatory, and the term “may” is permissive; (viii) the term “day” shall mean “calendar day”, and “month” shall mean calendar month, (ix) all references in this Agreement to designated Schedules, Exhibits and Appendices are to the Schedules, Exhibits and Appendices attached to this Agreement unless the context otherwise requires, (x) the phrase “directly or indirectly” shall mean directly, or indirectly through one or more intermediate Persons or through contractual or other arrangements, and “direct or indirect” has the correlative meaning, (xi) references to Laws include any such law modifying, reenacting, extending or made pursuant to the same or which is modified, reenacted, or extended by the same or pursuant to which the same is made, (xii) each representation, warranty, agreement, and covenant contained herein will have independent significance, regardless of whether also addressed by a different or more specific representation, warranty, agreement, or covenant, (xiii) references to this Agreement, any other Transaction Documents and any other document shall be construed as references to such document as the same may be amended, supplemented or novated from time to time, (xiv) all references to dollars or to “US\$” are to currency of the United States of America and all references to “RMB” are to currency of the PRC (and each shall be deemed to include reference to the equivalent amount in other currencies), and (xv) references to a party includes a reference to that party’s successors and permitted assigns.
- 11.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and emailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.
- 11.10 Share Calculation.
- (a) Wherever in this Agreement there is a reference to a specific number of Preferred Shares or Ordinary Shares or any reference to per Share amount, then, upon the occurrence of any share split, subdivision, combination, share dividend, recapitalization, reclassification or similar event affecting Preferred Shares or Ordinary Shares after the date hereof, the specific number of Preferred Shares or Ordinary Shares so referenced in this Agreement shall automatically be proportionally adjusted to reflect the effect of such event on the outstanding Preferred Shares or Ordinary Shares by such share split, subdivision, combination or share dividend. Any reference to or calculation of Shares in issue shall exclude treasury shares.
- (b) In calculations of share numbers, (i) references to a “fully-diluted basis” mean that the calculation is to be made assuming that all outstanding options, warrants and other Equity Securities convertible into or exercisable or exchangeable for Ordinary Shares (whether or not by their terms then currently convertible, exercisable or exchangeable) have been so converted, exercised or exchanged (including assuming that the Existing ESOP Shares and the New ESOP Shares (after its reservation) have been issued and are outstanding), (ii) reference to an “as converted basis” or “as-converted basis” mean that the calculation is to be made assuming that all Preferred Shares in issue have been converted into Ordinary Shares.

- 11.11 Aggregation of Shares. All the Preferred Shares and Ordinary Shares held or acquired by Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.
- 11.12 Grant of Proxy. Upon the failure of any holder of Ordinary Shares to vote the Equity Securities of the Company held thereby, to implement the provisions of and to achieve the purposes of this Agreement, such holder of Ordinary Shares (excluding Matrix), hereby grants to a Person designated by the Company a proxy coupled with an interest in all Equity Securities of the Company held by it/him, which proxy shall be irrevocable until this Agreement terminates pursuant to its terms or this Section 11.12 is amended to remove such grant of proxy in accordance with this Section 11.12, to vote all such Equity Securities to implement the provisions of and to achieve the purposes of this Agreement.
- 11.13 Shareholders Agreement to Control. If and to the extent that there are conflicts between the provisions of this Agreement and those of the Restated Articles, the terms of this Agreement shall control as among the shareholders. The parties agree to take all actions necessary or advisable, as promptly as practicable after the discovery of such conflicts, to amend the Restated Articles so as to eliminate such conflicts.
- 11.14 Dispute Resolution.
- (a) Negotiation Between Parties; Mediation. The parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of all parties to the dispute within thirty (30) days, Section 11.14(b) shall apply.
- (b) Arbitration.
- (i) In the event any parties are unable to settle a dispute between them regarding this Agreement in accordance with subsection (a) above, such dispute, including the validity, invalidity, breach or termination of this Agreement, may be referred to and finally settled by arbitration at the Hong Kong International Arbitration Centre (“HKIAC”) in accordance with the HKIAC Arbitration Rules (the “HKIAC Rules”) in effect, which rules are deemed to be incorporated by reference into this subsection (b). There shall be three (3) arbitrators. Where there is more than one (1) party to one (1) side of the dispute, the parties whose interests are aligned shall jointly select one (1) arbitrator. The other party to such a dispute shall select one (1) arbitrator. The HKIAC shall select the third arbitrator. Any such arbitration shall be administered by HKIAC in accordance with HKIAC Procedures for Arbitration in force at the date of this Agreement including such additions to the HKIAC Rules as are therein contained.

- (ii) The decision of the arbitrators (by rule of majority) shall be final and binding on the parties to the dispute (including any decision on their fees) and their fees shall be borne and paid by the parties in such proportions as the arbitrators shall determine. Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- 11.15 Process Agent. Each of the Group Companies and the Founder Parties hereby irrevocably designates and appoints YXT.COM (HK) LIMITED, with its address located at Unit 06, 3/F., Bonham Trade Centre, 50 Bonham Strand, Sheung Wan, Hong Kong (the “Process Agent”), as its/his authorized agent upon whom process may be served in any such suit or proceeding, it being understood that the designation and appointment of the Process Agent as such authorized agent shall become effective immediately without any further action on the part of the Existing Shareholders or the Company, as applicable. Each of the Group Companies and the Founder Parties hereby represents that it has notified the Process Agent of such designation and appointment and that the Process Agent has accepted the same in writing. Each of the Group Companies and the Founder Parties hereby irrevocably authorizes and directs the Process Agent to accept such service on its behalf. Each of the Group Companies and the Founder Parties further agrees that service of process upon the Process Agent and notice of said service to the Group Companies and the Founder Parties, as the case may be, mailed by prepaid registered first class mail or delivered to the Process Agent at its principal office, shall be deemed in every respect effective service of process upon the Group Companies and the Founder Parties, as the case may be, in any such suit or proceeding. Nothing herein shall affect the right of any party to serve process in any other manner permitted by Law. Each of the Group Companies and the Founder Parties further agrees to take any and all actions, including the execution and filing of any and all such documents and instruments as may be necessary to continue such designation and appointment of the Process Agent in full force and effect so long as any of the Group Companies and the Founder Parties has any outstanding obligations under this Agreement.
- 11.16 Further Actions. Each shareholder of the Company agrees that it shall use its commercially reasonable effort to enhance and increase the value and principal business of the Company.
- 11.17 Specific Performance. The parties hereto acknowledge and agree that irreparable harm may occur for which money damages may not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement.
- 11.18 Effectiveness. This Agreement shall become effective as between all parties hereto as of the date hereof.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

THE GROUP COMPANIES:

UNICENTURY GROUP HOLDING LIMITED

By: /s/ Lu Xiaoyan _____

Name:

Title:

YXT.COM Holding Limited

By: /s/ Lu Xiaoyan _____

Name:

Title:

YXT.COM (HK) LIMITED (雲學堂控股(香港)有限公司)

By: /s/ Lu Xiaoyan _____

Name:

Title:

Digital B-School China Limited

By: /s/ Lu Xiaoyan _____

Name:

Title:

CEIBS Management Ltd.

By: /s/ Lu Xiaoyan _____

Name:

Title:

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE GROUP COMPANIES (continued):

Yunxuetang Information Technology (Jiangsu) Co., Ltd.
(云学堂信息科技(江苏)有限公司)
(corporate seal affixed hereto)

By: /s/ Lu Xiaoyan _____

Name:

Title:

Jiangsu Yunxuetang Network Technology Co., Ltd.
(江苏云学堂网络科技有限公司)
(corporate seal affixed hereto)

By: /s/ Lu Xiaoyan _____

Name: Lu Xiaoyan (卢小燕, *a/k/a.* 卢睿泽)

Title: Authorized Signatory

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE GROUP COMPANIES (continued):

Beijing Yunxuetang Network Technology Co., Ltd.
(北京云学堂网络科技有限公司)
(corporate seal affixed hereto)

By: /s/ Lu Xiaoyan

Name: Lu Xiaoyan (卢小燕, a/k/a. 卢睿泽)

Title: Authorized Signatory

Suzhou Xuancai Network Technology Co., Ltd.
(苏州炫彩网络科技有限公司)
(corporate seal affixed hereto)

By: /s/ Lu Xiaoyan

Name: Lu Xiaoyan (卢小燕, a/k/a. 卢睿泽)

Title: Authorized Signatory

Suzhou Xiwenlejian Network Technology Co., Ltd.
(苏州喜闻乐见网络科技有限公司)
(corporate seal affixed hereto)

By: /s/ Zu Teng

Name:

Title:

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE GROUP COMPANIES (continued):

Beijing Guoshi Technology Co., Ltd.

(北京果识科技有限公司)

(corporate seal affixed hereto)

By: /s/ Zu Teng _____

Name:

Title:

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE FOUNDER PARTIES:

Founder Lu

Lu Xiaoyan

(卢小燕, a/k/a. 卢睿泽)

/s/ Lu Xiaoyan

Founder Lu Holdco

UNICENTURY HOLDINGS LIMITED

By: /s/ Lu Xiaoyan

Name: Lu Xiaoyan (卢小燕, a/k/a. 卢睿泽)

Title: Director

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE KEY HOLDER PARTIES:

XZY HOLDINGS LIMITED

By: /s/ Lu Xiaoyan

Name: Lu Xiaoyan (卢小燕, a/k/a. 卢睿泽)

Title: Director

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE KEY HOLDER PARTIES:

DZQH HOLDINGS LIMITED

By: /s/ Lu Xiaoyan

Name: Lu Xiaoyan (卢小燕, a/k/a. 卢睿泽)

Title: Director

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE KEY HOLDER PARTIES:

Dingding Holdings Limited

By: /s/ Ding Jie _____

Name: Ding Jie (丁捷)

Title: Director

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE ANGEL PARTIES:

BESTTECH HOLDINGS COMPANY LIMITED

By: /s/ Chen Hongbo

Name: Chen Hongbo (陈红波)

Title: Director

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE ANGEL PARTIES:

AmazingTech Holdings Company Limited

By: /s/ Xu Naihan

Name: Xu Naihan (许乃汉)

Title: Director

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE OTHER ORDINARY SHAREHOLDER:

LANGMAFENG HOLDINGS LIMITED

By: /s/ Xiao Jiancong

Name: Xiao Jiancong (肖建聪)

Title: Director

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE INVESTORS:

**SIG CHINA INVESTMENTS MASTER FUND IV,
LLLP**

By: SIG Asia Investment, LLLP,
Its Authorized Agent

By: Heights Capital Management, INC.,
Its Authorized Agent

By: /s/ Michael Spolan

Name: Michael Spolan

Title: General Counsel

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE INVESTORS:

Ximalaya (Hong Kong) Limited

(喜馬拉雅(香港)有限公司)

By: /s/ Yu Jianjun

Name:

Title:

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE INVESTORS:

Potato Capital Holding Limited

By: /s/ Shen Jinhua

Name:

Title:

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE INVESTORS:

Bronze Shield Limited

By: /s/ Gao Qi

Name:

Title:

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE INVESTORS:

YF Elite Alliance Limited

By: /s/ Huang Xin

Name:

Title:

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE INVESTORS:

Jump Shot Holdings Limited

By: /s/ Jun Liu _____

Name: Jun Liu

Title: Authorized Signatory

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE INVESTORS:

Chengwei Capital HK Limited

By: /s/ Li Shimo

Name:

Title:

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE INVESTORS:

CW MBA Digital Limited

By: /s/ Li Shimo

Name:

Title:

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE INVESTORS:

Image Frame Investment (HK) Limited

By: /s/ Ma Huateng

Name:

Title:

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE ANGEL PARTY / THE INVESTORS:

Matrix Partners China VI Hong Kong Limited

By: /s/ Zhang Ying

Name:

Title: Director

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE INVESTORS:

Hundreds Three Fund Limited Partnership

By : Hundreds Capital,
in its capacity as the general partner of Hundreds
Three Fund Limited Partnership

By: /s/ HE, Yanqing

Name: HE, Yanqing

Title: Director

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

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

THE INVESTORS:

SCC Growth VI Holdco E, Ltd.

By: /s/ Ip Siu Wai Eva

Name: Ip Siu Wai Eva

Title: Authorized Signatory

Signature Page to Fifth Amended and Restated Shareholders Agreement of Unicentury Group
Holding Limited

SCHEDULE I
List of Founder Parties

SCHEDULE II
List of Key Holder Parties

SCHEDULE III
List of Angel Parties and the Other Ordinary Shareholder

SCHEDULE IV-1
List of Series A Investors

SCHEDULE IV-2
List of Series B Investors

SCHEDULE IV-3
List of Series C Investor

SCHEDULE IV-4
List of Series D Investors

SCHEDULE IV-5
List of Series E Investor

SCHEDULE IV-6
List of Series E2 Investors

SCHEDULE V
Notices

EXHIBIT A
PFIC Annual Information Statement

EXHIBIT B
JOINDER TO SHAREHOLDERS AGREEMENT

EXHIBIT C
List of Company Competitors

EXHIBIT D
Tencent Restricted Persons