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As filed with the Securities and Exchange Commission on June 10, 2021

Registration No. 333-

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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

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

Xiaoju Kuaizhi Inc.
(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)

7389
(Primary Standard Industrial Classification Code Number)

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

No. 1 Block B, Shangdong Digital Valley
No. 8 Dongbeiwang West Road
Haidian District, Beijing
People’s Republic of China
+86 10-8304-3181
(Address, including zip code, and telephone number, including area code, of Registrant’s principal executive offices)

Cogency Global Inc.
122 East 42nd Street, 18th Floor
New York, NY 10168
(800) 221-0102
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:
Z. Julie Gao, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
c/o 42/F, Edinburgh Tower
The Landmark
15 Queen’s Road Central
Hong Kong
+852 3749-4700

Haiping Li, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
JingAn Kerry Center,
Tower II 46/F, 1539 Nanjing West Road
Shanghai
The People’s Republic of China
+86 21-6193-8200

Yi Gao, Esq.
Simpson Thacher & Bartlett LLP
c/o 35th Floor, ICBC Tower
3 Garden Road
Central, Hong Kong
+852-2514-7600

Kevin P. Kennedy, Esq.
Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, California 94304
(650) 251-5000

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

<table>
<thead>
<tr>
<th>Title of each class of securities to be registered</th>
<th>Proposed maximum aggregate offering price(1)</th>
<th>Amount of registration fee</th>
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<tbody>
<tr>
<td>Class A ordinary shares, par value US$0.00002 per share</td>
<td>US$100,000,000</td>
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(1) Estimated solely for the purpose of determining the amount of registration fee in accordance with Rule 457(o) under the Securities Act of 1933.

(2) Includes Class A 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 Class A ordinary shares that may be purchased by the underwriters pursuant to an option to purchase additional ADSs. These Class A ordinary shares are not being registered for the purpose of sales outside the United States.

(3) American depositary shares issuable upon deposit of the Class A ordinary shares registered hereby will be registered under a separate registration statement on Form F-6 (Registration No.333- ). Each American depositary share represents Class A ordinary shares.

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 Securities and Exchange Commission, acting pursuant to such Section 8(a), may determine.
American Depositary Shares

Xiaoju Kuaizhi Inc.

Representing Class A Ordinary Shares

This is the initial public offering of American depositary shares, or ADSs, of Xiaoju Kuaizhi Inc.

We are offering ADSs. Each ADS represents of our Class A ordinary shares, par value US$0.00002 per share.

Prior to this offering, there has been no public market for our ADSs or our ordinary shares. We intend to list the ADSs on the [Nasdaq Stock Market/New York Stock Exchange] under the symbol "DIDI."

Immediately prior to the completion of this offering, our outstanding share capital will consist of Class A ordinary shares and Class B ordinary shares, and their respective affiliates will beneficially own all of our issued and outstanding Class B ordinary shares. These Class B ordinary shares will constitute % of our total issued and outstanding ordinary shares and % of the aggregate voting power of our total issued and outstanding ordinary shares immediately after the completion of this offering, assuming that the underwriters do not exercise their option to purchase additional ADSs. Holders of Class A ordinary shares and Class B ordinary shares have the same rights except for voting and conversion rights. Each Class A ordinary share is entitled to one vote, and is not convertible into Class B ordinary shares under any circumstances. Each Class B ordinary share is entitled to votes and is convertible into one Class A ordinary share at any time by the holder thereof.

See "Risk Factors" beginning on page 24 to read about factors you should consider before buying the ADSs.

PRICE US$ PER ADS

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Per ADS</th>
<th>Total</th>
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<tbody>
<tr>
<td>Initial public offering price</td>
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<td>US$</td>
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<tr>
<td>Underwriting discount and commissions(1)</td>
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<tr>
<td>Proceeds, before expenses, to us</td>
<td>US$</td>
<td>US$</td>
</tr>
</tbody>
</table>

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

To the extent the underwriters sell more than ADSs, the underwriters have a 30-day option to purchase up to an additional ADSs from us at the initial public offering price less the underwriting discount.

The underwriters expect to deliver the ADSs against payment in U.S. dollars to purchasers on or about , 2021.

Goldman Sachs (Asia) L.L.C. Morgan Stanley J.P. Morgan

(in alphabetical order)

China Renaissance

Prospectus dated , 2021
Make Life Better by Transforming Mobility
The World’s Largest Mobility Technology Platform

15 Countries
Nearly 4,000 Cities, Counties and Towns

493 MM
Annual Active Users in LTM1Q2021

15 MM
Annual Active Drivers in LTM1Q2021

41 MM
Average Daily Transactions in LTM1Q2021

341Bn RMB
GTV in LTM1Q2021

600Bn+ RMB
Driver Income from 2019 to 1Q2021

Notes:
1. According to China Insights Consultancy (CIC)
2. As of March 31, 2021
3. Total platform, excluding community group buying
4. In the twelve months ended March 31, 2021
5. Mobility service in China and International
We Are Building the Future of Mobility
Deliver Superior Consumer Experience by Empowering Drivers

Liquidity Network
- Shared Mobility
- More Driver Supply
- Less Wait Time
- Lower Cost per KM

Driver Enablement Network
- Auto and Electric Mobility Solutions
- More Driver Supply
- Increased Savings from Scale Effect
- Lower Operating Cost for Drivers

Increased Income
- More Flexibility
- More Rider Demand

High Earning for Drivers and Our Platform

Auto Solutions
- Maintenance & Repair
- Refueling
- Electric Charging
- Leasing

Electric Mobility Solutions
- Customized Vehicles
- Driving EV Adoption
Our Commitment to People, Communities and the Planet

Safety First
#1 priority continual investment in safety

Flexible Income Opportunities
15MM+ people earned income from DiDi platform globally

Diversity and Inclusion
2.8MM+ female drivers
37% female employees
First diversity committee among Chinese internet companies

Combatting COVID-19
11MM free masks and sanitizers
Global Vaccination Support Fund for 14 countries

Sustainable Mobility
5.2MM bikes
2MM electric bikes

1MM+ electric vehicles
38% EV mileage in China accumulated on DiDi platform

Notes:
1. In the twelve months ended March 31, 2021
2. As of March 31, 2021
3. According to China Insights Consultancy (CIC)
4. As of Dec 31, 2020
5. Since January, 2021
6. As % of total EV mileage in China in 2020
You should rely only on the information contained in this prospectus or in any related free-writing prospectus. We have not authorized anyone to provide you with information different from that contained in this prospectus or in any related free-writing prospectus. We are offering to sell, and seeking offers to buy, the ADSs only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is current only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of the ADSs.

We have not taken any action to permit a public offering of the ADSs outside the United States or to permit the possession or distribution of this prospectus or any filed free writing prospectus outside the United States. Persons outside the United States who come into possession of this prospectus or any filed free writing prospectus must inform themselves about and observe any restrictions relating to the offering of the ADSs and the distribution of this prospectus or any filed free writing prospectus outside the United States.

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

Will:

I still remember that wintery night in Beijing in 2012. It was snowing hard. My jacket was no match for the wind. I wasn't alone. There was a long line of freezing people, ahead of and behind me, all waiting with growing frustration for a taxi to take them home. This was a common experience for me since, like most Beijingers, I never had a driver's license. This night was different for me. Unlike the other people in line, I was not frustrated because I had a plan. We launched DiDi that year with the simple goal of making it easier for people to hail a taxi. By the end of that year, DiDi was already helping 100,000 people a day, including myself, to get home and out of the cold more easily.

Jean:

I moved back to Beijing from Hong Kong with my three kids in 2012. They were quick to connect with their new community. They made friends and had school, activities, and so much more every day. They were constantly on the move around the city. In the first few months, since we couldn't get a license plate, we couldn't own a car. As a result, I lived with a constant gnawing anxiety of being stuck somewhere with them on a rainy day or a snowy night with no way to get home. That's when I met Will. I was exhilarated to learn about his plan to make all of this easier by transforming mobility in ways both small and grand. After meeting his family (I had to make sure he was also a nice person, not just a smart one!), I quit my job and began our journey together.

The path since then has not been easy but it has been incredibly rewarding. As we look ahead, we know that there is so much more that we and DiDi can do to improve people's lives by making mobility better.

Our Early Days

People are constantly on the move. But doing so is increasingly stressful and expensive, especially in big cities. We experienced firsthand just how trapped you can feel when you don't have easy access to transportation. We started DiDi because we believed that if we could all count on being able to find a convenient, comfortable and affordable ride — anytime, anywhere — life would be so much better.

Though at the outset, we focused only on a better way to hail taxis, we did not stop there. In our first five years, we built a platform to provide people with transport offerings for just about any mobility need. These included traditional ride-sharing, bikes and e-bikes, "Hitch", chauffeur and luxury limos.

Despite intense competition, we emerged as the world's largest mobility platform by early 2018, helping more than 20 million people get to where they wanted to go every day.

We felt good about ourselves.

Our Darkest Days

That's when we met our biggest challenge yet.

In the summer of 2018, two tragic safety incidents occurred on our "Hitch" platform. These shook us to our core. We felt an immense sense of sadness and responsibility and began a period of deep self-reflection.
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We first realized that our business is fundamentally different from other Internet platforms. We don't just connect people with information or merchandise. Instead, we do something far more important — we transport people, including mothers, fathers, grandparents, and children. That means we are responsible for the most precious thing of all — their lives.

From there, it was obvious that we had to make the difficult, but necessary and correct decision to shift our focus entirely from growth to the safety and welfare of the people who rely on us — our consumers and drivers.

We started by listening. The two of us attended many of the hundreds of round tables across the country that we hosted with our drivers and consumers. Based on the feedback from our community, we knew that it would take some heavy lifting to get this right and we were committed to doing just that.

As a result, we transformed our approach. We made significant changes to our driver onboarding process, including enhanced background checks. We also re-designed more than 200 product features and installed smart devices with telematics and other functions as well as safety hardware into DiDi cars across the country. We also established a physical safety “SWAT” team that could get to any city in China within a few hours to respond to safety incidents on the ground.

The heavy lifting was worth it. Following these changes, we saw a massive drop in the number of criminal incidents per million rides on our platform as well as significant declines in the number of in-car disputes and traffic accidents.

Our Realization and Path to the Future

We didn't just stop there. Our ongoing conversations with drivers and consumers helped us understand just how much further we needed to go on this journey.

We learned about the many challenges, big and small, affecting our drivers and passengers. For example, we heard feedback about uncomfortable seats (clearly not made for long hours), and the need to get climate control right for both parties. We came to better understand and appreciate the persistent challenge of drivers needing to earn more and passengers wanting to pay less. Finally, we felt people's recognition of and deeper anxieties around worsening air pollution and the broader environmental impact of having so many gas guzzling cars on the roads.

Once we better understood the problems, we set out to find solutions for these difficult problems. We came to the realisation that we needed to truly transform mobility and break the mold. Besides building and maintaining the network that we had built and continuously improving safety, we realized that we had to transform the very nature of the vehicles at the heart of our business. That's when we decided to build our own electric cars designed for ride-sharing, to continue investing in autonomous technology and to establish the infrastructure to support this new generation of vehicles. We believe that this represents a unique approach with significant benefits all around — for drivers, consumers and the planet.

First, due to their lower operating and fuel costs, electric vehicles (EVs) enable higher earnings for drivers, and lower costs for riders. We are already seeing these benefits in significant ways in China. By designing these vehicles ourselves, we can also ensure that the seats are comfy, the climate control a breeze, and the quality better with better durability and lower need for maintenance. We accomplished this already in our inaugural vehicle, the D1. By introducing more vehicles like the D1 for shared mobility, we will also contribute to significant reductions in carbon emissions as our countries and cities strive towards carbon neutrality.

Second, autonomous technologies will provide more cost savings, environmental benefits, greater convenience and the most significant transportation safety enhancements we're likely to see
in our lifetime. We believe that this will incentivize many more people to start using, or embrace fully, ride hailing in the decades to come. We believe the result will be an increase in the penetration of shared mobility from two percent today to 24% within twenty years, and higher in the years beyond which will only create a greater and more valuable ecosystem for drivers, passengers and other stakeholders.

Our Responsibility and Commitment to Our Partners

A commonly-held belief is that these changes will be bad for our driver partners. We think the opposite is true. We believe drivers will always be needed on our platform and that our interests are aligned. We only do well if they do as well.

In fact, drivers are already benefiting from the early implementation of these changes, particularly our investments in EV. Drivers are earning more as their costs are coming down. Additionally, the shift to autonomous does not mean drivers will be replaced. We believe autonomous technologies will support drivers in meeting the significant growth in demand that lies ahead. Additionally, the growth of autonomous vehicles will also create additional jobs.

But we know that opportunity alone is not enough. That's why we have always sought to improve the earnings and benefits for our partners. We have always started by listening via regular feedback sessions, and over the years have implemented a number of industry leading benefits and support measures — from buddy systems to bolster physical well-being programs, to scholarships for the children of drivers to help them attend some of China's top universities.

We are committed to treating our partners with respect, while providing the opportunities and support they need and deserve. As changes take place over the coming decades, we will continue to invest in and work with them.

Going Global and Beyond Mobility

We aspire to become a truly global technology company. While our business started in China, we believe we can help make life better for many more people around the world in a similar way. What we have learned and built is relevant across the globe — in Latin America, Russia, South Africa or anywhere where affordable, safe and convenient mobility is valuable.

Over the past three years, we have launched operations in 14 countries, hired thousands of incredible local employees across Africa, Asia-Pacific, Europe and Latin America and dedicated hundreds of engineers to our international business. By leveraging our expertise, while also adapting everything we do to the unique needs of local markets, we are already improving the lives of more than 60 million people outside of China. At the same time, we are helping millions of drivers around the world earn a good wage and support their families.

We have also been launching businesses that fit well with our technological and operational experience and advantage at building marketplaces that improve the lives of urban inhabitants. These include intra-city freight, community group buying and food delivery. These businesses, while still nascent, allow us to create a platform that better addresses people’s daily essential needs.

Our Team, Our Culture, Our Vision

Our team and the culture we've created has been critical to our success. Over the past nine years, we have experienced many ups and downs. We have faced intense competition, serious safety incidents and the ongoing COVID-19 crisis. But through all of these challenges, we learned and grew as a team. We have built a team that is smart, resilient, diverse and authentic. Most importantly, our team is dedicated to our vision for the future of mobility and excited by the role that we can play in improving peoples’ lives by making mobility better.
If you ask anyone at DiDi what motivates them every day, they would respond in a strikingly similar fashion. They will talk about helping to build a world where everyone, including the elderly and the disadvantaged, can enjoy a safe and convenient ride in a sustainable way. This would allow for a world where safety incidents, air pollution, traffic jams, and endless car parks are consigned to the past. It would make getting stranded on the side of the road on a snowy night, just trying to find a way home, nothing more than a story parents tell their kids as they reminisce about the past.

We believe in that world. In a “future mobility” world, where our cities are lovely and livable, and our lives are easier and better.

Until then, we will work hard every day to make that dream come true.

Founders

Will Wei Cheng
Chairman and CEO

Jean Qing Liu
President

Will  [Signature]

Jean  [Signature]
PROSPECTUS SUMMARY

The following summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information and financial statements appearing elsewhere in this prospectus. In addition to this summary, we urge you to read the entire prospectus carefully, especially the risks of investing in our ADSs discussed under “Risk Factors,” before deciding whether to buy our ADSs. This prospectus contains information from two reports prepared by independent research firms we commissioned regarding our industry and our market position, including one prepared by China Insights Industry Consultancy Limited, or CIC, and one prepared by iResearch Consulting Group, or iResearch. These two reports are dated April 9, 2021.

Who We Are

Our mission is to make life better by transforming mobility.

We are the world’s largest mobility technology platform. We reimagine urban living using transformative technologies to make mobility safe, affordable, convenient, and sustainable. We have been strategically building four key components of our platform that work together to improve the consumer experience: shared mobility, auto solutions, electric mobility and autonomous driving. We are the go-to brand in China for shared mobility, providing consumers with a comprehensive range of safe, affordable and convenient mobility services, including ride hailing, taxi hailing, chauffeur, hitch and other forms of shared mobility. Globally, we operate in nearly 4,000 cities, counties and towns across 15 countries. Our global platform provided services to over 493 million annual active users and powered 41 million average daily transactions for the twelve months ended March 31, 2021.

Our Vision

We envision a world where AI and big data power a shared, electric, smart, and autonomous mobility network.

As urban populations grow denser, demand for convenient, affordable and efficient mobility becomes increasingly difficult to satisfy. The existing transportation paradigm must change. Many cities cannot provide the road and parking infrastructure needed to support growing private vehicle ownership. At the same time, consumption upgrades and the evolving preferences of younger generations are shifting demand to shared mobility.

We believe that a new mobility paradigm based on a shared mobility network augmented by renewable energy and autonomous driving is the future. It has the power to improve everyday life and unlock economic progress by fulfilling fundamental needs of urban populations.

Our Market Opportunity

The new mobility paradigm is expected to significantly increase the already massive mobility market opportunity. Mobility was a US$6.7 trillion market worldwide in 2020, but shared mobility and electric vehicle penetration were respectively 2% and 1% globally. The increasing adoption of electric vehicles and the commercialization of autonomous driving will further catalyze the growth of mobility, particularly shared mobility. We expect the shift from traditional mobility such as private cars and public transportation to shared mobility to further accelerate. The global mobility market is expected to reach US$16.4 trillion by 2040, by which time the penetration of shared mobility and electric vehicles is expected to have increased to 23.6% and 29.3%, respectively, according to CIC.

We believe China is the best starting place for realizing our vision for mobility. China's massive and urbanizing population presents opportunities for new mobility services. This will accelerate the rapid development of shared mobility and transform urban living. China's mobility market is
expected to reach US$3.9 trillion by 2040, by which time the penetration of shared mobility and electric vehicles is expected to have increased to 35.9% and 50.2%, respectively, according to CIC. Additionally, our model for mobility is applicable across the world. We have applied our expertise to 14 international markets outside of China where we currently provide localized services. According to CIC, the shared mobility market in Latin America, EMEA, and APAC (excluding China and India) reached US$41 billion in 2020, and is expected to reach US$117 billion in 2025, representing a compound annual growth rate, or CAGR, of 23.2%.

Our Scale

Our business has achieved significant scale since our founding over nine years ago, as shown above. In addition, Platform Sales, an operating metric used to measure performance and compare our China Mobility and International segments on a like-for-like basis, has grown in the past three years, despite the impact of the COVID-19 pandemic and other external factors. Platform Sales for our China Mobility and International segments increased from RMB18.7 billion in 2018, to RMB24.2 billion in 2019 and further to RMB34.7 billion (US$5.3 billion) in 2020, representing a CAGR of 36.0%. For the three months ended March 31, 2021, we had Platform Sales of RMB11.1 billion (US$1.7 billion) for our China Mobility and International segments. We derived 93.4% of our Platform Sales from China and 6.6% from other countries for both 2020 and the three months ended March 31, 2021.

Our Financial Results

Our revenues were RMB135.3 billion, RMB154.8 billion and RMB141.7 billion (US$21.6 billion) in 2018, 2019 and 2020, respectively, and RMB42.2 billion (US$6.4 billion) for the three months ended March 31, 2021. Our net loss was RMB15.0 billion, RMB9.7 billion and RMB10.6 billion (US$1.6 billion) in 2018, 2019 and 2020, respectively. We had net income of RMB5.5 billion (US$0.8 billion) for the three months ended March 31, 2021. Our Adjusted EBITA (non-GAAP) was losses of RMB8.6 billion, RMB2.8 billion and RMB8.4 billion (US$1.3 billion) in 2018, 2019 and 2020, respectively, and a loss of RMB5.5 billion (US$0.8 billion) for the three months ended March 31, 2021. See “Management's Discussion and Analysis of Financial Condition and Results of Operations — Non-GAAP Financial Measure.”
We Are Building the Future of Mobility

We are obsessed with delivering the best consumer experience. To progress from the mobility paradigm of today to that of the future, we have been strategically building four key components that work together to improve the consumer experience:

- shared mobility;
- auto solutions;
- electric mobility; and
- autonomous driving.

When we founded our business, we focused on building an on-demand shared mobility network that connects consumers with drivers. As we scale our network, we have been developing technology to solve problems of enormous complexity in real time and gaining operational expertise and consumer insights. These are critical to managing a localized, on-demand and dynamic mobility network that grows increasingly complex over time.

We went one step further. We added an array of auto solutions such as leasing, refueling, maintenance and repair. These help drivers lower their operating costs, which increases the supply on our network and helps us more efficiently meet demand at an ever larger scale.

Electric mobility is the next key component of our vision. Electric vehicles cost less to operate per kilometer traveled and make shared mobility more affordable and sustainable. We promote electric mobility to increase the supply and quality of vehicles and bikes. We have also built a nationwide charging network as supporting infrastructure. Finally, through collaboration with our partners, we have successfully launched the world’s first electric vehicle purpose-built for shared mobility. All of these improve the overall shared mobility user experience.

Autonomous driving is the pinnacle of our design for future mobility. It makes mobility safer, more affordable and more efficient and enables us to more flexibly manage vehicle supply to meet demand. We are a leader in the development of autonomous driving. Our advantages are built on our experience in operating a shared mobility platform at tremendous scale as well as our massive repository of real-world traffic data, which is not easily replicable.
The following diagram illustrates how we are building the future of mobility.

**Shared Mobility: Massive Platform for Innovative Mobility Services**

We started our mobility business in China nine years ago. We have become the world’s largest mobility technology platform by annual active users and by average daily transactions for the twelve months ended March 31, 2021, according to CIC.

In China, we are the go-to brand for shared mobility and provide consumers with a comprehensive range of safe, affordable and convenient mobility services. Our services include ride hailing, taxi hailing, chauffeur, hitch, and other forms of shared mobility. We had 377 million annual active users and 13 million annual active drivers in China for the twelve months ended March 31, 2021, as well as 156 million average monthly active users for the three months ended March 31, 2021. We facilitated 25 million average daily China Mobility transactions for the three months ended March 31, 2021.

Since early 2018, we have expanded our platform globally to strategically selected markets with similar challenges and opportunities. We leverage the technology and expertise that we gained from building and scaling the shared mobility network in China to create localized solutions that fit the needs of consumers in these new markets. The average daily transactions facilitated on our platform outside of China increased at a CAGR of 58.9% from 1.8 million for the three months ended March 31, 2019 to 4.6 million for the three months ended March 31, 2021, while annual
active users outside of China increased at a CAGR of 63.5% from 23 million for the twelve months ended March 31, 2019 to 60 million for the twelve months ended March 31, 2021.

Globally, we operate in nearly 4,000 cities, counties, and towns across 15 countries. Our Core Platform GTV, which refers to the GTV of our China Mobility and International segments, reached RMB244.2 billion (US$37.3 billion) for the twelve months ended March 31, 2021. The size and reach of our platform opens up exciting new possibilities to tackle some of the most complex mobility problems at scale.

**Auto Solutions: Empowering Drivers**

In 2018, we launched auto solutions in China to support the growth of shared mobility by increasing our ability to bring drivers and vehicles onto our platform. We partner with leasing companies and financial institutions to help drivers obtain vehicles. As of March 31, 2021, we had the largest vehicle leasing network in China, according to CIC, with around 3,000 vehicle leasing partners and over 600,000 leased vehicles. As of March 31, 2021, the average leasing price for the top 10 car models leased through our auto solutions was approximately 20% lower than the cost for a driver to lease directly from a leasing company, according to CIC.

We also help lower the ongoing operating costs for drivers and increase their earning potential. We provide drivers with access to fuel discounts at over 8,000 refueling stations in our network as well as to a network of maintenance and repair shops as of March 31, 2021. Our auto solutions, widely used by drivers, are an important part of our mobility platform. In 2020, around three million of the drivers on our platform used at least one of our auto solutions. By helping drivers obtain vehicles and lowering their operating costs, our auto solutions make joining our platform more compelling. According to CIC, in 2020, we have established the largest auto solutions network among mobility platforms globally, in terms of transaction value.

**Electric Mobility: Lowering Cost and Driving Sustainable Mobility**

Electric vehicles are a natural fit for shared mobility. The benefits of lower operating and maintenance costs for electric as compared to fossil fuel vehicles are amplified with greater usage and higher mileage from shared mobility. We make owning and maintaining electric vehicles easier by helping drivers to lease them through our partners and providing drivers with nationwide support services. The cost advantage and convenience of electric vehicles will continue to increase as technology and the supporting infrastructure develop.

We have the world's largest network of electric vehicles on our platform by number of electric vehicles as of December 31, 2020, according to CIC. There were over one million electric vehicles, including new energy vehicles and hybrid electric vehicles, registered on our platform as of December 31, 2020. During the same period, electric vehicles providing shared mobility services on our platform accounted for approximately 38% of the total electric vehicle mileage in China.

To support the large fleet of electric vehicles on our platform, we have built the largest electric vehicle charging network in China, with over 30% market share of total public charging volume in the first quarter of 2021, according to CIC. We partner with owners and operators of charging infrastructure to grow our network in an asset-light and scalable manner.

Based on our extensive operational experience, we have gained deep insights into the needs of both consumers and drivers. These insights gave us the confidence to design and develop the D1, the world's first electric vehicle purpose-built for shared mobility. The D1 offers an enhanced passenger experience by providing an ergonomic, comfortable, and fun space in which to ride. The D1 also provides drivers with a better driving experience, increased operating efficiency, and improved safety. We launched the D1 in November 2020 and there are close to a thousand vehicles
operating commercially today. We plan to launch new models of electric vehicles and grow the number of our custom-designed electric vehicles in our leasing network in the future. We also provide consumers with access to shared e-bikes on our platform as a short-distance transportation alternative.

**Autonomous Driving: Transforming Mobility**

Autonomous driving is the key to the future of mobility. It has the potential to meaningfully improve safety by significantly reducing the risk of accidents. Autonomous driving also improves vehicle utilization by allowing cars to operate throughout the day, therefore increasing supply and reducing the cost of transportation. We are building a full-suite autonomous solution that combines world-leading technology with commercial operations for both mobility and shared mobility deployment.

We are developing Level 4 autonomous driving technology and the operating system for an autonomous fleet with our team of over 500 members. Our technology is powered by the world's largest repository of real-world traffic data from our shared mobility fleet. This data is analyzed with our state-of-the-art AI technology whose algorithms power key features of autonomous driving such as localization, prediction, and vehicle control. Additionally, our high-definition mapping capabilities allow us to create and update digital city landscapes in close to real time.

We combine our technological advantage with our operational knowhow from ride hailing to develop a commercially viable autonomous driving solution. We currently operate a fleet of over 100 autonomous vehicles and also partner with multiple leading global automakers to test our autonomous driving hardware and software in their vehicles. Our existing platform and infrastructure can also be utilized for autonomous driving. For example, we will deploy our autonomous fleet alongside driver-operated vehicles to offer shared mobility with hybrid-dispatching based on specific trip conditions. Additionally, charging stations on our network can also serve autonomous vehicles. We were among the first companies to obtain a passenger-carrying service license for an autonomous fleet in Shanghai.

**Other Initiatives: Leveraging Our Network, Technology and Operational Expertise**

We are selectively expanding our services to better address consumers' essential daily needs beyond personal, four-wheeled transport. In particular, we leverage our localized operational knowhow, core mobility technologies, and infrastructure to improve additional aspects of urban life. In China, we offer bike and e-bike sharing to provide consumers with an additional short-distance urban transport alternative; we also launched intra-city freight to bring our strengths in operating an on-demand mobility network to the movement of goods; and through community group buying, we connect local communities to groceries and goods by improving supply chain and the efficiency of logistics.
Our Strengths

The following strengths have enabled us to become who we are today and will support our continued success:

• **Our leadership.** We are the world's largest mobility technology platform according to CIC, providing services to over 493 million annual active users on our platform and facilitating 41 million average daily transactions for the twelve months ended March 31, 2021.

• **Our dual flywheel.** We have designed our shared mobility network and our auto and electric mobility solutions to create a dual flywheel of shared mobility and driver enablement. For shared mobility, as more drivers join our platform, the wait time and cost for riders decrease. For driver enablement, the more we help drivers lower their operating costs and improve their efficiency through our auto and electric mobility solutions, the more economics there are to be shared between drivers and our platform, which in turn attracts more drivers.

• **Our brand.** We are the go-to brand for mobility services and the partner of choice for consumers, drivers and businesses in China. The strength of our brand allows us to quickly and successfully launch and scale a comprehensive suite of mobility products and services that cater to different consumer demographics, needs and budgets.

• **Our deep operational experience.** We develop and refine much of our core technology centrally and utilize our global knowhow and experience to optimize city-level operations. Our expertise at the central level allows us to tackle some of the most complex operational challenges. In addition, we provide local city teams with significant responsibility and flexibility to apply their own local knowledge to pilot new operational strategies. With deeply rooted local operational teams, we can quickly respond to changing external conditions.

• **Our technology and data.** We have a technology and data advantage due to our massive driver and consumer base, large transaction volume, and fleet of shared mobility vehicles. This allows us to accumulate data to power and improve our technology. We have one of the largest research and development teams among technology companies, with approximately 7,000 research and development personnel. We have developed a technology and data stack from the ground up that optimizes the movement of people and goods.

• **Our team.** We have a strong corporate culture with a shared purpose. During the nine years since our founding, we have experienced rapid growth and expansion as well as challenges and setbacks. We have cultivated a humble, resilient, honest and authentic company culture while maintaining our strong passion and commitment to delivering the best consumer experience.

How We Approach the Future

We pursue the following strategies for a better future:

• **Serve consumers better and increase penetration of shared mobility.** We plan to continue to invest in delivering a better value proposition for consumers.

• **Serve drivers better and reduce the cost of mobility.** We will continue to seek ways to help drivers make a better living by lowering their operating costs, increasing their income stability, enabling them to work flexible hours, and fostering a safe, respectful and positive operating environment.
Drive adoption of electric mobility. We will continue to drive adoption of electric mobility, building on our position today as the largest network of electric vehicles and the largest electric vehicle charging network operator by charging volume in China.

Invest in technology and artificial intelligence to drive the future of mobility. We plan to continue to invest in transformative mobility technologies that optimize the movement of people and goods to increase the value proposition of shared mobility to consumers.

Expand our presence and innovative businesses to selected international markets. Our expertise in building a mobility services network in China allows us to be successful globally, as certain markets around the world have similar characteristics and opportunities to China.

Commitment to People, Communities and the Planet

We are committed to the well-being of people, communities, and the planet.

Safety first. We invest heavily every day in building the best safety tools, processes and technology to make our mobility services the safest possible mode of transportation.

Flexible income opportunities. We promote inclusive growth by providing drivers the opportunity to work on their own schedule while maximizing their income.

Diversity and inclusion. We have provided flexible work opportunities and additional income sources to a diverse group of drivers, including over 2.8 million women globally. We were the first among Chinese internet companies to establish a diversity and inclusion network and committee, according to CIC.

Sustainable mobility. We strive to contribute to the environment through increased road efficiency and promotion of electric mobility.

Combatting COVID-19. We partnered with communities to fight the COVID-19 pandemic by helping frontline healthcare workers keep moving even as much of the world ground to a sudden halt. By the end of 2020, we had provided more than 6 million free or discounted rides to frontline healthcare workers and distributed more than 11 million free mask and sanitizer kits to drivers on our platform. Further, we set up a Special Coronavirus Relief Fund to support drivers and couriers affected by COVID-19.

Growth Drivers of Our Industry

Growth Drivers of Demand for Shared Mobility

Better consumer experience. Shared mobility provides a better consumer experience, including affordability, convenience with flexibility and user enjoyment. Compared to private car ownership, shared mobility lowers the overall cost of transportation. CIC estimates that the cost of ride hailing for a rider in China in 2020 was RMB2.9 per kilometer compared to RMB4.1 per kilometer for owning and operating a fossil fuel-powered vehicle.

Urbanization and regional economic growth. The ongoing expansion of cities into urban clusters together with continued regional economic growth is expected to drive the urbanization rate to 70% in 2030 in China, adding an additional 200 million city residents by 2030, according to CIC. The growing urban population is expected to increase city density, promote consumption, and prefer a new way of urban living supported by on-demand networks. According to CIC, user penetration for shared mobility, defined as average monthly active users as a percentage of total population, among Tier 3 and below cities in China was approximately 7% in the fourth quarter of 2020, compared to 24% in Tier 1 and
Tier 2 cities. This represents a massive opportunity for expansion, especially in lower tier cities.

- **Consumption upgrade.** The improvement in Chinese consumers' standards of living has led to higher consumption standards and shifting consumption preferences from essential physical goods to services and experiences. For mobility, people are demanding safer and higher quality options, which would promote the growth of shared mobility.

- **Generational preference shift.** Shared mobility is increasingly preferred by younger generations due to its convenience, quality and the ability for riders to multitask or avoid the stress of driving. Mobility consumption habits of younger generations today will be increasingly important as time passes. These consumers will make up a core part of Chinese consumers, and they will have the ability to influence generations that follow.

- **Favorable regulations and guidance.** Limits on private car ownership and driving continue to increase in China's most developed and populous cities, as rapid economic development combined with large populations strain existing road infrastructure. Such regulatory policies and government guidance are beginning to be introduced to Tier 3 cities as well.

**Growth Drivers of Supply for Shared Mobility**

The drivers of supply of shared mobility include the transformation of the mobility value chain, electric mobility, and autonomous driving. These all help reduce the cost per kilometer of mobility and result in savings for consumers, drivers and shared mobility platforms.

- **Transformation of the Mobility Value Chain.** Drivers who leverage an integrated mobility value chain can potentially lower their operating costs, enjoy better quality service as well as ease the overall ownership experience of vehicles. The opportunity to transform these markets is tremendous, as the total spend for leasing, refueling, maintenance and repair and others was RMB4.0 trillion (US$0.6 trillion) in China in 2020.

- **Electric Mobility.** The future of mobility will be electric due to its ability to lower the cost per kilometer of transportation and the resulting dramatic reduction in carbon emissions compared to vehicles with internal combustion engines. According to CIC, electric vehicles are expected to account for 29% of total vehicles in the world and over 50% in China by 2040.

  The benefits of electric vehicles are more pronounced when applied to shared mobility, as lower costs over time from increased vehicle utilization offset higher upfront cost for electric vehicles compared to vehicles with internal combustion engines. It is estimated that from the driver's perspective, the cost per kilometer for shared mobility for vehicles with internal combustion engines today is RMB1.1 per kilometer while cost per kilometer for shared mobility with an electric vehicle is RMB0.8. Accordingly, the penetration of electric vehicles as a percentage of total shared mobility in terms of both numbers of electric vehicles and driving mileage is increasing. In 2020, 42.9% of all electric vehicle mileage driven in China, including new energy vehicles and hybrid electric vehicles, was for shared mobility.

  The growth in electric vehicle adoption is also correlated to increases in charging devices and charging volumes. The total expenditure on electric charging in China rapidly increased to RMB10.2 billion (US$1.6 billion) in 2020, and is expected to reach RMB53.7 billion (US$8.2 billion) by 2025 at a CAGR of 39.4%, according to CIC.

- **Autonomous Driving.** Autonomous driving has the potential to significantly improve safety by leveraging technology for every split-second decision, removing human error that is often the cause for road accidents today. In addition, autonomous provides the opportunity to
reshape the cost structure of mobility which would significantly lower the overall operating costs of vehicles and pass those cost savings along to riders and mobility platforms. Shared mobility networks are best positioned to successfully deploy autonomous driving given their tremendous scale and high vehicle utilization rates which generate enough data to advance technology and also provide enough rides to successfully commercialize the technology.

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 we face, organized under relevant headings. These risks are discussed more fully in the section titled “Risk Factors.”

**Risks Relating to Our Business and Industry**

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

- If we are unable to attract or retain consumers, our platform will become less appealing to drivers and businesses, and our business and financial results may be materially and adversely impacted.

- If we are unable to attract or retain drivers, our platform will become less appealing to consumers, and our business and financial results may be materially and adversely impacted.

- Our business is subject to numerous legal and regulatory risks that could have an adverse impact on our business and future prospects.

- If we or drivers or vehicles on our platform fail to obtain and maintain the licenses, permits or approvals required by the jurisdictions where we operate, our business, financial condition and results of operations may be materially and adversely impacted.

- If we fail to ensure the safety of consumers and drivers, our business, results of operations and financial condition could be materially and adversely affected.

- Our business is subject to a variety of laws, regulations, rules, policies and other obligations regarding data privacy and protection. Any losses, unauthorized access or releases of confidential information or personal data could subject us to significant reputational, financial, legal and operational consequences.

- Maintaining and enhancing our brand and reputation is critical to our business prospects. We were subject to negative publicity in the past, and failure to maintain our brand and reputation will cause our business to suffer.

- We have incurred significant losses since inception, and we may not achieve or maintain profitability.

- We are making investments in new offerings and technologies, and expect to continue such investments in the future. These new initiatives are inherently risky, and we may not realize the expected benefits from them.

- Our limited operating history and our evolving business make it difficult to evaluate our future prospects and the risks and challenges we may encounter.
Risks Relating to Our Corporate Structure

We are also subject to risks and uncertainties related to our corporate structure, including, but not limited to, the following:

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

• The DiDi Partnership and its related arrangements may impact your ability to appoint Executive Directors and nominate certain executive officers of the company, and the interests of the DiDi Partnership may conflict with your interests.

• The contractual arrangements with our VIEs and their shareholders may not be as effective as direct ownership in providing operational control.

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

Risks Relating to Doing Business in China

We face risks and uncertainties related to doing business in China in general, including, but not limited to, the following:

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

• Claims and/or regulatory actions against us related to anti-monopoly and/or other aspects of our business may result in our being subject to fines, constraints on or modification of our business practice, damage to our reputation, and material adverse impact on our financial condition, results of operations and prospects.

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

• Recent litigation and negative publicity surrounding China-based companies listed in the United States may negatively impact the trading price of our ADSs.

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

Risks Relating to Our ADSs and This Offering

Risks and uncertainties related to our ADSs and this offering include, but are not limited to, the following:

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

• The trading price of the ADSs is likely to be volatile, which could result in substantial losses to investors.
• The market price and trading volume for our ADSs may be adversely affected by the decisions of securities or industry analysts.
• Our proposed dual-class voting structure will limit your ability to influence corporate matters and could discourage others from pursuing any change of control transactions that holders of our Class A ordinary shares and ADSs may view as beneficial.

Corporate History and Structure

Corporate History

We commenced our operations in 2012 through Beijing Xiaoju Science and Technology Co., Ltd., or Xiaoju Technology, and launched DiDi Dache app to provide taxi hailing services. Xiaoju Technology established a variety of subsidiaries in China to engage in our mobility services.

In January 2013, Xiaoju Science and Technology Limited, or DiDi, was established in the Cayman Islands as our holding company. In February 2015, we renamed our holding company to Xiaoju Kuaizhi Inc. in connection with our acquisition of Kuaidi.

The following is a summary of our key business development milestones since our inception in 2012:

• In 2012, we commenced taxi hailing services.
• In 2014, we introduced ride hailing services. We have expanded our ride hailing services over the years and provide a comprehensive range of services that cater to different budgets and needs today.
• In 2015, we acquired Kuaidi. We rebranded our app to DiDi Chuxing.
• In 2016, we acquired Uber China. In the same year, we began investing in autonomous driving.
• In 2018, we launched our auto solutions. We also expanded into Brazil, followed by Mexico, and then into other countries.
• In 2020, we launched the D1, our purpose-built electric vehicle for shared mobility, in cooperation with a leading electric vehicle manufacturer.

Corporate Structure

We conduct our business primarily through our principal subsidiaries and variable interest entities, including the following principal variable interest entity and its subsidiaries as of the date of this prospectus:

• Beijing Xiaoju Science and Technology Co., Ltd., or Xiaoju Technology, a limited liability company incorporated under the laws of the PRC, and its subsidiaries, including DiDi Chuxing Science and Technology Co., Ltd. and Beijing DiDi Chuxing Technology Co., Ltd., to carry out our mobility services.

In order to comply with PRC laws and regulations, we have entered into a series of contractual arrangements in connection with our variable interest entities, including through Beijing DiDi Infinity Technology and Development Co., Ltd., or Beijing DiDi, with Xiaoju Technology, and its respective shareholders to obtain effective control over Xiaoju Technology and its subsidiaries. See "Corporate History and Structure — Contractual Arrangements with Our Variable Interest Entities" below.
The following diagram illustrates our corporate structure, except as otherwise indicated, as of the date of this prospectus, including our principal subsidiaries and variable interest entity and other entities:

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(1) Mr. Will Wei Cheng, Mr. Gung Wang, Mr. Bob Bo Zhang, Mr. Kui Wu and Mr. Ting Chen each holds 49.59%, 48.33%, 1.55%, 0.73% and 0.31% of the equity interests in Xiaoju Technology, respectively. Mr. Cheng is our founder, chairman of the board, and chief executive officer. Mr. Wang is an observer on our board. Mr. Zhang is our chief technology officer. Mr. Wu is our vice president of risk control and compliance, and Mr. Chen is the general manager of an affiliated entity.

(2) Chengtis Technology Inc. was deconsolidated from our company after March 31, 2021.
Implication of Being a Foreign Private Issuer

We are a foreign private issuer within the meaning of the rules under the Exchange Act, and as such we are exempt from certain provisions of the securities rules and regulations in the United States that are applicable to U.S. domestic issuers. Moreover, the information we are required to file with or furnish to the SEC will be less extensive and less timely compared to that required to be filed with the SEC by U.S. domestic issuers. In addition, as a company incorporated in the Cayman Islands, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from the [NYSE/Nasdaq] listing standards. See "Risk Factors — Risks Relating to Our ADSs and This Offering — As an exempted company incorporated in the Cayman Islands, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from the [NYSE/Nasdaq] listing standards; these practices may afford less protection to shareholders than they would enjoy if we complied fully with such corporate governance listing standards."

DiDi Partnership

We have established an executive partnership, the DiDi Partnership, to help us better manage our business and to carry out our vision, mission and values. The DiDi Partnership will be entitled to appoint Executive Directors (as defined in the Management section) and nominate and recommend candidates for certain executive officer positions of our company. Such rights may limit our shareholders' ability to influence corporate matters, including certain matters to be determined by our board of directors. The interests of the DiDi Partnership may not coincide with the interests of our shareholders. To the extent that the interests of the DiDi Partnership differ from the interests of our shareholders on certain matters, our shareholders may be disadvantaged. For more details, see "Risk Factors — Risks Related to Our Corporate Structure — The DiDi Partnership and its related arrangements may impact your ability to appoint Executive Directors and nominate certain executive officers of the company, and the interests of the DiDi Partnership may conflict with your interests."

Corporate Information

Our principal executive offices are located at No. 1 Block B, Shangdong Digital Valley, No. 8 Dongbeiwang West Road, Haidian District, Beijing, People's Republic of China. Our telephone number at this address is +86 10-8304-3181. Our registered office in the Cayman Islands is located at Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, P. O. Box 10240, Grand Cayman KY1-1002, Cayman Islands, Cayman Islands. Our agent for service of process in the United States is Cogency Global Inc., located at 122 East 42nd Street, 18th Floor, New York, NY 10168.

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

Conventions Which Apply to this Prospectus

Unless we indicate otherwise, all information in this prospectus reflects no exercise by the underwriters of their option to purchase up to additional ADSs representing Class A ordinary shares from us.

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

• "ADSs" refers to our American depositary shares, each of which represents Class A ordinary shares.

• "Annual active drivers" refers to the aggregate number of drivers who completed at least one transaction on our platform in the last twelve months.
"Annual active users" refers to the aggregate number of consumers who completed at least one transaction on our platform through one of our mobile apps and mini programs in the last twelve months.

"Class A ordinary shares" refers to our Class A ordinary shares of par value US$0.00002 per share.

"Class B ordinary shares" refers to our Class B ordinary shares of par value US$0.00002 per share.

"Driver earnings" refers to the net portion of the transaction value that a driver retains.

"Driver incentives" refers to payments that we make to drivers, which are separate from and in addition to the driver earnings.

"GTV," which stands for gross transaction value, refers to the total dollar value, including any applicable taxes, tolls and fees, of completed Transactions on our platform without any adjustment for consumer incentives or for earnings and incentives paid to drivers for mobility services, merchant or delivery partners for food delivery services, or service partners for other initiatives.

"Monthly active users" refers to the aggregate number of consumers who completed at least one transaction on our platform through one of our mobile apps or mini programs in a given month.

"Platform Sales" refers to GTV less all of the earnings and incentives paid to drivers and partners, tolls, fees, taxes and others.

"RMB" and "Renminbi" refers to the legal currency of China.

"Shares" or "ordinary shares" refers to our Class A and Class B ordinary shares, par value US$0.00002 per share.

"Transactions" refers to the number of completed rides for our China Mobility segment, completed rides or food deliveries for our International segment, and completed auto solution, bike and e-bike sharing, intra-city freight and financial services transactions for our Other Initiatives segment. Transactions are counted by the number of orders completed, so a carpooling ride with two paying consumers represents two transactions, even if both consumers start and end their ride at the same place, whereas two passengers on the same ride transaction order count as one transaction.

"VIEs" refers to variable interest entities, and "our VIEs" or "our variable interest entities" refers to our variable interest entities, including our principal variable interest entity, namely Beijing Xiaoju Science and Technology Co., Ltd.

"We," "us," "our company" and "our" refers to Xiaoju Kuaizhi Inc., our Cayman Islands holding company and its subsidiaries, its consolidated variable interest entities and the subsidiaries of the consolidated variable interest entities.

Our reporting currency is the Renminbi. This prospectus also contains translations of certain foreign currency amounts into U.S. dollars for the convenience of the reader. Unless otherwise stated, all translations of Renminbi into U.S. dollars were made at RMB6.5518 to US$1.00, the exchange rate set forth in the H.10 statistical release of the Federal Reserve Board on March 31, 2021. We make no representation that the Renminbi or U.S. dollars amounts referred to in this prospectus could have been or could be converted into U.S. dollars or Renminbi, as the case may
be, at any particular rate or at all. On June 4, 2021, the exchange rate set forth in the H.10 statistical release of the Federal Reserve Board was RMB6.3945 to US$1.00.

This prospectus contains information derived from various public sources and certain information from two reports we commissioned regarding our industry and our market position in China, one prepared by China Insights Industry Consultancy Limited, or CIC, an independent research firm, and one prepared by iResearch Consulting Group, or iResearch, an independent research firm. 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 this report. 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 this report.

Due to rounding, numbers presented throughout this prospectus may not add up precisely to the totals provided and percentages may not precisely reflect the absolute figures.
## THE OFFERING

The following assumes that the underwriters will not exercise their option to purchase additional ADSs in the offering, unless otherwise indicated.

<table>
<thead>
<tr>
<th>Offering Price</th>
<th>We expect that the initial public offering price will be between US$ ( ) and US$ ( ) per ADS.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADSs Offered</td>
<td>ADSs</td>
</tr>
<tr>
<td>ADSs Outstanding Immediately After This Offering</td>
<td>ADSs (or ADSs if the underwriters exercise their option to purchase additional ADSs in full).</td>
</tr>
<tr>
<td>Class A Ordinary Shares Outstanding Immediately After This Offering</td>
<td>Class A ordinary shares (or Class A ordinary shares if the underwriters exercise their option to purchase additional ADSs in full).</td>
</tr>
<tr>
<td>[NYSE/Nasdaq Stock Market] symbol</td>
<td>DIDI</td>
</tr>
<tr>
<td>The ADSs</td>
<td>Each ADS represents Class A ordinary shares. The ADSs may be evidenced by ADRs.</td>
</tr>
<tr>
<td></td>
<td>The depositary will hold the shares underlying your ADSs and you will have rights as provided in the deposit agreement.</td>
</tr>
<tr>
<td></td>
<td>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 Class A ordinary shares, after deducting its fees and expenses in accordance with the terms set forth in the deposit agreement.</td>
</tr>
<tr>
<td></td>
<td>You may surrender your ADSs to the depositary in exchange for our Class A ordinary shares. The depositary will charge you fees for any exchange. We may amend or terminate the deposit agreement without your consent. If you continue to hold your ADSs, you agree to be bound by the deposit agreement as amended.</td>
</tr>
<tr>
<td></td>
<td>To better understand the terms of the ADSs, you should carefully read the &quot;Description of American Depositary Shares&quot; 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.</td>
</tr>
<tr>
<td>Option to purchase additional ADSs</td>
<td>We have granted to the underwriters an option, exercisable within 30 days from the date of this prospectus, to purchase up to an additional ADSs.</td>
</tr>
</tbody>
</table>
The number of ordinary shares that will be outstanding immediately after this offering:

- is based upon 1,126,610,369 ordinary shares outstanding as of the date of this prospectus, assuming (i) the automatic re-designation of ordinary shares held by into Class B ordinary shares on a one-for-one basis immediately prior to the completion of this offering, (ii) the automatic re-designation of all of our remaining issued and outstanding ordinary shares and authorized and unissued ordinary shares into Class A ordinary shares on a one-for-one basis immediately prior to the completion of this offering, and (iii) the automatic re-designation of all of our issued and outstanding Series B-1 preferred shares into Class A ordinary shares on a one-for-three basis and the automatic re-designation of all of our other issued and outstanding preferred shares into Class A ordinary shares on a one-for-one basis immediately prior to the completion of this offering.
• assumes no exercise of the underwriters' option to purchase additional ADSs representing Class A ordinary shares;
• excludes 42,057 repurchased by us and not yet cancelled;
• excludes shares that we may issue upon exercise of one-off exit rights that we granted to certain investors in connection with historical financings by our subsidiaries as described under "Description of Share Capital — History of Securities Issuances — Subsidiary Financings;"
• excludes Class A ordinary shares issuable upon the exercise of options outstanding as of the date of this prospectus, at a weighted average exercise price of US$ per share; and
• excludes Class A ordinary shares reserved for future issuances under our share incentive plan.
SUMMARY CONSOLIDATED FINANCIAL DATA

The following summary consolidated statements of operations and comprehensive loss data for the years ended December 31, 2018, 2019 and 2020, summary consolidated balance sheet data as of December 31, 2018, 2019 and 2020, and summary consolidated cash flow data for the years ended December 31, 2018, 2019 and 2020 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. The following summary consolidated statements of operations and comprehensive income (loss) data for the three months ended March 31, 2020 and 2021, summary consolidated balance sheet data as of March 31, 2021, and summary consolidated cash flow data for the three months ended March 31, 2020 and 2021 have been derived from our unaudited interim condensed consolidated financial statements included elsewhere in this prospectus. You should read this Summary 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. Our consolidated financial statements are prepared and presented in accordance with U.S. GAAP. Our historical results are not necessarily indicative of results expected for future periods.

The following table presents our summary consolidated statements of comprehensive income (loss) for the periods indicated.

<table>
<thead>
<tr>
<th>Summary Consolidated Statements of Comprehensive Income (Loss)</th>
<th>For the Years Ended December 31,</th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td>China Mobility</td>
<td>133,207</td>
<td>147,940</td>
</tr>
<tr>
<td>International</td>
<td>411</td>
<td>1,975</td>
</tr>
<tr>
<td>Other Initiatives</td>
<td>1,670</td>
<td>4,871</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td>135,288</td>
<td>154,796</td>
</tr>
<tr>
<td>Costs and expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of revenues</td>
<td>(127,842)</td>
<td>(139,665)</td>
</tr>
<tr>
<td>Operations and support</td>
<td>(3,665)</td>
<td>(4,078)</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>(7,604)</td>
<td>(7,495)</td>
</tr>
<tr>
<td>Research and development</td>
<td>(4,378)</td>
<td>(5,347)</td>
</tr>
<tr>
<td>General and administrative</td>
<td>(4,242)</td>
<td>(6,214)</td>
</tr>
<tr>
<td><strong>Total costs and expenses</strong></td>
<td>(147,731)</td>
<td>(162,799)</td>
</tr>
<tr>
<td>Loss from operations</td>
<td>(12,443)</td>
<td>(8,013)</td>
</tr>
<tr>
<td>Interest income</td>
<td>1,458</td>
<td>1,361</td>
</tr>
<tr>
<td>Interest expenses</td>
<td>(44)</td>
<td>(70)</td>
</tr>
<tr>
<td>Investment income (loss), net</td>
<td>(817)</td>
<td>(476)</td>
</tr>
<tr>
<td>Impairment loss for equity investments accounted for using cost method/Measurement Alternative</td>
<td>(2,541)</td>
<td>(1,451)</td>
</tr>
<tr>
<td>Loss from equity method investments, net</td>
<td>(768)</td>
<td>(979)</td>
</tr>
<tr>
<td>Other income (loss), net</td>
<td>(337)</td>
<td>(453)</td>
</tr>
<tr>
<td><strong>Income (loss) before income taxes</strong></td>
<td>(15,492)</td>
<td>(10,081)</td>
</tr>
<tr>
<td>Income tax benefits</td>
<td>513</td>
<td>348</td>
</tr>
<tr>
<td><strong>Net income (loss)</strong></td>
<td>(14,979)</td>
<td>(9,733)</td>
</tr>
<tr>
<td>Less: Net loss attributable to non-controlling interest shareholders</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td><strong>Net income (loss) attributable to Xiaoju Kuaizhi Inc.</strong></td>
<td>(14,978)</td>
<td>(9,728)</td>
</tr>
<tr>
<td>Accretion of convertible redeemable non-controlling interests to redemption value</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deemed dividends to preferred shareholders upon repurchases of convertible preferred shares</td>
<td>(664)</td>
<td></td>
</tr>
<tr>
<td>Income allocation to participating preferred shares</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Net income (loss) attributable to ordinary shareholders of Xiaoju Kuaizhi Inc.</strong></td>
<td>(15,642)</td>
<td>(9,728)</td>
</tr>
</tbody>
</table>
## Net income (loss)

<table>
<thead>
<tr>
<th>Year</th>
<th>RMB</th>
<th>RMB</th>
<th>RMB</th>
<th>US$</th>
<th>RMB</th>
<th>RMB</th>
<th>US$</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>(14,979)</td>
<td>(9,733)</td>
<td>(10,608)</td>
<td>(1,619)</td>
<td>(3,972)</td>
<td>5,483</td>
<td>837</td>
</tr>
<tr>
<td>2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Other comprehensive income (loss)

- **Foreign currency translation adjustments, net of tax of nil**
  - 2018: 3,126
  - 2019: 1,225
  - 2020: (5,927)
  - 2021: (905)

- **Change in unrealized losses from available-for-sale securities, net of tax of nil**
  - 2018: (150)
  - 2020: (163)
  - 2021: 426

- **Share of other comprehensive income (loss) of equity method investees**
  - 2018: 1
  - 2020: 1
  - 2021: (1)

## Total other comprehensive income (loss)

<table>
<thead>
<tr>
<th>Year</th>
<th>RMB</th>
<th>RMB</th>
<th>RMB</th>
<th>US$</th>
<th>RMB</th>
<th>RMB</th>
<th>US$</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>(12,002)</td>
<td>(8,507)</td>
<td>(16,535)</td>
<td>(2,524)</td>
<td>(4,136)</td>
<td>5,906</td>
<td>902</td>
</tr>
<tr>
<td>2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Comprehensive income (loss) attributable to Xiaoju Kuaizhi Inc.

<table>
<thead>
<tr>
<th>Year</th>
<th>RMB</th>
<th>RMB</th>
<th>RMB</th>
<th>US$</th>
<th>RMB</th>
<th>RMB</th>
<th>US$</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>(12,001)</td>
<td>(8,502)</td>
<td>(16,441)</td>
<td>(2,510)</td>
<td>(4,126)</td>
<td>5,908</td>
<td>902</td>
</tr>
<tr>
<td>2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Deemed dividends to preferred shareholders upon repurchases of convertible preferred shares**

- 2018: (664)

**Income allocation to participating preferred shares**

- 2018: (1)

**Comprehensive income (loss) attributable to ordinary shareholders of Xiaoju Kuaizhi Inc.**

<table>
<thead>
<tr>
<th>Year</th>
<th>RMB</th>
<th>RMB</th>
<th>RMB</th>
<th>US$</th>
<th>RMB</th>
<th>RMB</th>
<th>US$</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>(12,665)</td>
<td>(8,502)</td>
<td>(16,607)</td>
<td>(2,535)</td>
<td>(4,146)</td>
<td>619</td>
<td>95</td>
</tr>
<tr>
<td>2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Weighted average number of ordinary shares used in computing net income (loss) per share

<table>
<thead>
<tr>
<th>Year</th>
<th>RMB</th>
<th>RMB</th>
<th>RMB</th>
<th>US$</th>
<th>RMB</th>
<th>RMB</th>
<th>US$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic</td>
<td>95,992,217</td>
<td>100,684,581</td>
<td>106,694,420</td>
<td>106,694,420</td>
<td>102,817,039</td>
<td>108,897,917</td>
<td>108,897,917</td>
</tr>
<tr>
<td>Diluted</td>
<td>95,992,217</td>
<td>100,684,581</td>
<td>106,694,420</td>
<td>106,694,420</td>
<td>102,817,039</td>
<td>149,520,237</td>
<td>149,520,237</td>
</tr>
</tbody>
</table>

## Net income (loss) per share attributable to ordinary shareholders

<table>
<thead>
<tr>
<th>Year</th>
<th>Basic</th>
<th>Diluted</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>(162.95)</td>
<td>(100.10)</td>
</tr>
<tr>
<td>2019</td>
<td>(96.62)</td>
<td>(15.28)</td>
</tr>
<tr>
<td>2020</td>
<td>(38.73)</td>
<td>(1.80)</td>
</tr>
<tr>
<td>2021</td>
<td>0.27</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Diluted</td>
<td>(162.95)</td>
</tr>
<tr>
<td>----------------</td>
<td>---------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>Pro forma</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>weighted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>average</td>
<td></td>
<td></td>
</tr>
<tr>
<td>number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>of ordinary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>shares</td>
<td></td>
<td></td>
</tr>
<tr>
<td>used in</td>
<td></td>
<td></td>
</tr>
<tr>
<td>computing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>net</td>
<td></td>
<td></td>
</tr>
<tr>
<td>income (loss)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>per share(2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Basic</strong></td>
<td></td>
<td>1,040,012,617</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,040,012,617</td>
</tr>
<tr>
<td><strong>Diluted</strong></td>
<td></td>
<td>1,040,012,617</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,040,012,617</td>
</tr>
<tr>
<td><strong>Pro forma</strong></td>
<td></td>
<td>1,042,205,427</td>
</tr>
<tr>
<td>net</td>
<td></td>
<td>1,042,205,427</td>
</tr>
<tr>
<td>income (loss)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>per share</td>
<td></td>
<td></td>
</tr>
<tr>
<td>attributable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>to ordinary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>shareholders(2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Basic</strong></td>
<td></td>
<td>(10.27)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,040,012,617</td>
</tr>
<tr>
<td><strong>Diluted</strong></td>
<td></td>
<td>(10.27)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,040,012,617</td>
</tr>
</tbody>
</table>

(1) Share-based compensation expenses are allocated as follows:

<table>
<thead>
<tr>
<th></th>
<th>For the Years Ended December 31,</th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>(amounts in millions)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Share-based compensation expenses included in:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations and support</td>
<td>71</td>
<td>85</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>134</td>
<td>196</td>
</tr>
<tr>
<td>Research and development</td>
<td>568</td>
<td>678</td>
</tr>
<tr>
<td>General and administrative</td>
<td>905</td>
<td>2,181</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1,678</td>
<td>3,140</td>
</tr>
</tbody>
</table>

(2) Unaudited pro-forma basic and diluted net income (loss) per share were computed to give effect to the automatic conversion of the preferred shares using the “if-converted” method as though the conversion and reclassification had
occurred as of the beginning of the year or the original date of issuance, if later. The basic and diluted pro forma net income (loss) per share is calculated as follows:

<table>
<thead>
<tr>
<th>Numerator:</th>
<th>For the Year Ended December 31, 2020</th>
<th>RMB</th>
<th>For the Three Months Ended March 31, 2021</th>
<th>RMB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net income (loss) attributable to ordinary shareholders</td>
<td>(10,680)</td>
<td>196</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pro-forma effect of income allocation to participating preferred shares</td>
<td>—</td>
<td>5,199</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pro-forma effect of deemed dividends to preferred shareholders upon repurchases of convertible preferred shares</td>
<td>—</td>
<td>—</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pro-forma net income (loss) attributable to ordinary shareholders — basic and diluted</td>
<td>(10,679)</td>
<td>5,395</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Denominator:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Weighted average number of ordinary shares outstanding</td>
<td>106,694,420</td>
<td>108,897,917</td>
</tr>
<tr>
<td>Pro-forma effect of conversion of preferred shares</td>
<td>933,318,197</td>
<td>933,307,510</td>
</tr>
<tr>
<td>Denominator for pro-forma net income (loss) per share — basic</td>
<td>1,040,012,617</td>
<td>1,042,205,427</td>
</tr>
<tr>
<td>Adjustments for dilutive share options, restricted shares and RSUs</td>
<td>—</td>
<td>40,622,320</td>
</tr>
<tr>
<td>Denominator for pro-forma net income (loss) per share — diluted</td>
<td>1,040,012,617</td>
<td>1,082,827,747</td>
</tr>
</tbody>
</table>

| Pro-forma net income (loss) per share attributable to ordinary shareholders — basic | (10.27) | 5.18 |
| Pro-forma net income (loss) per share attributable to ordinary shareholders — diluted | (10.27) | 4.98 |

The following table presents our summary consolidated balance sheet data as of the dates indicated.

<table>
<thead>
<tr>
<th>Summary Consolidated Balance Sheet Data:</th>
<th>As of December 31,</th>
<th>As of March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents</td>
<td>14,463</td>
<td>12,791</td>
</tr>
<tr>
<td>Restricted cash</td>
<td>460</td>
<td>889</td>
</tr>
<tr>
<td>Short-term investments</td>
<td>38,269</td>
<td>41,360</td>
</tr>
<tr>
<td>Total assets</td>
<td>142,812</td>
<td>144,721</td>
</tr>
<tr>
<td>Total liabilities</td>
<td>14,002</td>
<td>17,563</td>
</tr>
<tr>
<td>Total Mezzanine Equity</td>
<td>186,278</td>
<td>189,847</td>
</tr>
<tr>
<td>Total Xiaoju Kuaizhi Inc. shareholders' equity (deficit)</td>
<td>(57,504)</td>
<td>(62,866)</td>
</tr>
<tr>
<td>Total shareholders' equity (deficit)</td>
<td>(57,468)</td>
<td>(62,869)</td>
</tr>
<tr>
<td>Total liabilities, mezzanine equity and shareholders' equity (deficit)</td>
<td>142,812</td>
<td>144,721</td>
</tr>
</tbody>
</table>
The following table presents our summary consolidated cash flow for the periods indicated.

<table>
<thead>
<tr>
<th>Summary Consolidated Cash Flows</th>
<th>For the Years Ended December 31</th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>2019</td>
<td>2020</td>
</tr>
<tr>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>(amounts in millions)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Data:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Net cash provided by (used in) operating activities</td>
<td>(9,228)</td>
</tr>
<tr>
<td>Net cash provided by (used in) investing activities</td>
<td>(18,449)</td>
</tr>
<tr>
<td>Net cash provided by financing activities</td>
<td>23,277</td>
</tr>
<tr>
<td>Effect of exchange rate changes on cash and cash equivalents</td>
<td>832</td>
</tr>
<tr>
<td>Net increase (decrease) in cash, cash equivalents and restricted cash</td>
<td>(3,568)</td>
</tr>
<tr>
<td>Cash, cash equivalents and restricted cash at beginning of the period</td>
<td>18,491</td>
</tr>
<tr>
<td>Cash, cash equivalents and restricted cash at end of the period</td>
<td>14,923</td>
</tr>
</tbody>
</table>

**Non-GAAP Financial Measure**

We have included one non-GAAP financial measure in this prospectus because it is a key measure used by our management to evaluate our operating performance. Accordingly, we believe that it provides useful information to investors and others in understanding and evaluating our operating results in the same manner as our management team and board of directors. In addition to net income (loss), we also use Adjusted EBITA to evaluate our business. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Non-GAAP Financial Measure" for the definition of Adjusted EBITA.
RISK FACTORS

An investment in our ADSs involves significant risks. You should carefully consider all of the information in this prospectus, including the risks and uncertainties described below, before making an investment in our ADSs. Any of the following risks could have a material 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 Relating to Our Business

If we are unable to attract or retain consumers, our platform will become less appealing to drivers and businesses, and our business and financial results may be materially and adversely impacted.

Our success in a given geographic market significantly depends on our ability to maintain or increase the scale of our network in that geographic market by attracting riders and other consumers to our platform and by keeping them engaged on our platform. If riders choose to use other mobility services, we may not generate sufficient opportunities for drivers to earn competitive income, which may reduce the perceived utility of our platform. An insufficient supply of consumers would decrease our network activity and adversely affect our revenues and financial results. If our service quality diminishes or our competitors’ services and products achieve greater market adoption, we might lose consumers to our competitors, which may diminish our network effect.

The number of consumers on our platform or how often they use our platform could materially decline or fluctuate as a result of many factors. Negative publicity related to our brand, including as a result of safety incidents, may cause the number of our consumers to decline, as may dissatisfaction with one or more aspects of the operation our platform, including the price of fares, the quality of service provided by drivers, the quality of user support, the treatment of drivers, or our service and product offerings in general. Activity on our platform may also fluctuate due to seasonality. In addition, if we are unable to provide effective support to consumers or respond to reported incidents, including safety incidents, in a timely and appropriate manner, our ability to attract and retain consumers could be adversely affected. If riders and other consumers do not establish or maintain active accounts with us, if we fail to provide high-quality support and services, or if we cannot otherwise attract and retain a large number of riders and other consumers, our revenues would decline significantly.

If we are unable to attract or retain drivers, our platform will become less appealing to consumers, and our business and financial results may be materially and adversely impacted.

Our success in a given geographic market significantly depends on our ability to maintain or increase the scale of our network in that geographic market by attracting and retaining drivers on our platform. We have experienced and expect to continue to experience driver supply constraints in certain geographic markets in which we operate. To the extent that we experience driver supply constraints in a given market, we may need to increase or may not be able to reduce the driver incentives that we offer without adversely affecting the liquidity network effect that we experience in that market.

The number of drivers on our platform or how often they use our platform could materially decline or fluctuate as a result of a number of factors, including passage or enforcement of local laws and regulations limiting our service and product offerings, dissatisfaction with our brand or reputation, pricing model (including potential reductions in incentives), ability to prevent safety incidents, the availability of competing platforms, or other aspects of our business. We take measures to help increase safety, prevent privacy and security breaches, and protect against fraud which may make our platform less convenient or accessible for some drivers and discourage or
diminish their use of our platform. Any reduction in the number or availability of drivers would likely lead to a reduction in platform usage by consumers, which in turn would make our platform less attractive to drivers. Any decline in the number of drivers or consumers using our platform would reduce the value of our network and would harm our future results of operations.

The means we use to onboard and attract drivers may be challenged by competitors, government regulators, or individual plaintiffs. We may use third party service providers to recruit drivers for our platform and we cannot ensure that the advertisements they use are in strict compliance with advertising and other laws and regulations.

In addition, changes in driver qualification and background check requirements may increase our costs and reduce our ability to onboard additional drivers to our platform. Our driver qualification and background check procedure varies by jurisdiction. Any changes in the legal requirements for the qualification, screening, and background check procedure could reduce the number of drivers in those markets or extend the time required to recruit new drivers to our platform, which would adversely impact our business and growth.

**Our business is subject to numerous legal and regulatory risks that could have an adverse impact on our business and future prospects.**

To date, our services are available in nearly 4,000 cities, counties and towns across 15 countries. We are subject to differing and sometimes conflicting laws and regulations in the various jurisdictions where we provide our offerings. As the shared mobility industry is still at a relatively early stage of development, new laws and regulations may be adopted from time to time to address new issues that come to the authorities’ attention. In addition, considerable uncertainties still exist with respect to the interpretation and implementation of existing laws and regulations governing our business activities. For example, we generally treat drivers as independent contractors, but that determination may be challenged. See "— Our business would be adversely affected if drivers were classified as employees, workers or quasi-employees". A large number of proposals are before various national, regional, and local legislative bodies and regulatory entities regarding issues related to our industry or our business model. As we expand into new cities or countries or as we add new products and services to our platform, we may become subject to additional laws and regulations that we are not subject to now. Existing or new laws and regulations could expose us to substantial liability, including significant expenses necessary to comply with such laws and regulations, and could dampen the growth and usage of our platform, which could adversely affect our business and results of operations.

*If we or drivers or vehicles on our platform fail to obtain and maintain the licenses, permits or approvals required by the jurisdictions where we operate, our business, financial condition and results of operations may be materially and adversely impacted.*

The mobility industry is highly regulated in many jurisdictions. However, considerable uncertainties exist with respect to the applicability of existing licensing requirements to our business activities. We or drivers or vehicles on our platform may be required to obtain licenses, permits or approvals that we or they currently do not possess, and we cannot assure you that we or they will be able to timely obtain or maintain all the required licenses, permits or approvals or make all the necessary filings in the future. For example, we are required to obtain ride hailing business permits in the cities in China and in certain other jurisdictions where we operate our ride hailing business. In addition, specific licenses and permits are also required for drivers and vehicles on our platform engaged in ride hailing business in China, subject to satisfaction of certain conditions. See "Regulation—PRC Regulations—Regulation Relating to Online Ride Hailing Services" and "Regulation—Regulations in Mexico—General". As of the date of this prospectus, we have obtained the ride hailing business permits for cities that collectively accounted for a majority of the total ride
hailing transaction value on our platform. Despite our continuing efforts to obtain all permits necessary for our operations, we have not obtained the required permits for all cities where we are required to do so. In addition, drivers on our platform must meet certain criteria, including a minimum of three years of driving experience and no transport or driving related or violent criminal record, and pass the relevant exams before they can obtain the driver's license required for providing online ride hailing services in China. Although we have procedures to screen out drivers who do not meet the criteria, not all drivers on our platforms have gone through the process to obtain the requisite licenses in each city where we operate. Based on the information available to us, we believe that drivers who have obtained the requisite driver's license for providing ride hailing services account for the majority of the total ride hailing transaction value on our platform. However, in certain major cities in China, the number of drivers without the required licenses is high due to certain constraints under local rules, including local residency requirements. Moreover, vehicles used for online ride hailing services in China must satisfy certain conditions in order to obtain the requisite transportation permit, including installing a satellite navigation system and emergency alarm devices, and meeting certain operational safety criteria. Partly due to new and evolving practices in granting transportation permits in different cities, we are aware that a large number of vehicles on our platform may not have the requisite transportation permit. Platforms like us could be subject to administrative penalties including orders of correction and fines, if vehicles or drivers providing online ride hailing services do not have the requisite license or permit. We have had administrative penalties imposed on us for these types of non-compliance and we cannot assure you that we will not be subject to further fines, penalties or more severe administrative actions or proceedings in the future. If we or drivers or vehicles on our platform fail to obtain or maintain any required licenses, permits or approvals or make any necessary filings in a timely matter or at all, we may be subject to a variety of penalties, including fines or potentially being forced to suspend, terminate or significantly reduce our operations in the city or jurisdiction. Any such penalties may disrupt our business operations and materially and adversely affect our business, financial condition and results of operations.

If we fail to ensure the safety of consumers and drivers, our business, results of operations and financial condition could be materially and adversely affected.

We rely heavily on our ability to maintain a high level of safety of our services, as well as the public perception of the level of safety on our platform to attract and retain consumers and drivers. In the past, there have been safety incidents on our platform, such as injuries or deaths caused by traffic accidents or crimes committed by drivers or riders while they were using our services or products. These cases have attracted public attention, harmed our reputation, invited government scrutiny, and led to demands for restrictions to be placed on our business or the shared mobility industry more generally. We emphasize the importance of safety in our business and have implemented various methods to ensure the safety of riders and drivers. For example, after two riders were killed in separate incidents in 2018 when they were using our hitch service, we suspended that service for over a year until we could develop protocols and procedures to better protect the riders and drivers who participate in it. More generally, we have enhanced our driver screening and background check procedures to better identify and screen out those who have criminal records or records of safety incidents, and where permitted by local laws, we have installed video cameras in ride hailing vehicles as a safety measure. Although the rate of safety incidents on our platform has declined, incidents still occur from time to time, including serious incidents. Our screening procedures may fail, or the databases on which we rely to identify past problematic behavior may be incorrect or incomplete, or safety incidents may be caused by drivers or riders with no past history of problematic behavior. Deaths or injuries, whether the result of accidents or crimes, may have an impact on public perception that is disproportionate to their statistical likelihood compared to other means of transportation. Furthermore, public perception and
regulatory scrutiny of the safety of ride hailing or other shared mobility services in general may be influenced by safety incidents that occur on other platforms unrelated to ours, which may divert our management's time and attention from our business operations and adversely impact our reputation. In the event that we are not able to prevent or mitigate safety incidents, our business, results of operations and financial condition could be materially and adversely affected.

**Our business is subject to a variety of laws, regulations, rules, policies and other obligations regarding data privacy and protection. Any losses, unauthorized access or releases of confidential information or personal data could subject us to significant reputational, financial, legal and operational consequences.**

We receive, transmit and store a large volume of personally identifiable information and other data on our platform. We are subject to numerous laws and regulations that address privacy, data protection and the collection, storing, sharing, use, disclosure and protection of certain types of data in various jurisdictions. See "Regulation" for laws, rules and regulations applicable to us. These laws, rules and regulations evolve frequently and their scope may continually change, through new legislation, amendments to existing legislation and changes in enforcement. We have incurred, and will continue to incur, significant expenses in an effort to comply with privacy, data protection and information security standards and protocols imposed by law, regulation, industry standards or contractual obligations. Changes in laws or regulations relating to privacy, data protection and information security, particularly any new or modified laws or regulations that require enhanced protection of certain types of data or new obligations with regard to data retention, transfer or disclosure, could greatly increase the cost to us of providing our offerings, require significant changes to our operations or even prevent us from providing certain offerings in jurisdictions in which we currently operate or in which we may operate in the future.

Despite our efforts to comply with applicable laws, regulations and other obligations relating to privacy, data protection and information security, it is possible that our practices, offerings or platform could fail to meet all of the requirements imposed on us by such laws, regulations or obligations. Any failure on our part to comply with applicable laws or regulations or any other obligations relating to privacy, data protection or information security, or any compromise of security that results in unauthorized access, use or release of personally identifiable information or other data, or the perception or allegation that any of the foregoing types of failure or compromise has occurred, could damage our reputation, discourage new and existing drivers and riders from using our platform or result in fines or other penalties by government agencies and private claims or litigation, any of which could adversely affect our business, financial condition and results of operations. Even if our practices are not subject to legal challenge, the perception of privacy concerns, whether or not valid, may harm our reputation and brand and adversely affect our business, financial condition and results of operations.

**Maintaining and enhancing our brand and reputation is critical to our business prospects. We were subject to negative publicity in the past, and failure to maintain our brand and reputation will cause our business to suffer.**

Maintaining and enhancing our brand and reputation is critical to our ability to attract new consumers, drivers and partners to our platform, to preserve and deepen the engagement of our existing consumers, drivers and partners and to mitigate legislative or regulatory scrutiny, litigation, government investigations and adverse public sentiment. Negative publicity, whether or not justified, can spread rapidly through social media. To the extent that we are unable to respond timely and appropriately to negative publicity, our reputation and brand can be harmed.

We have received negative media coverage in the past which has adversely affected our brand and reputation and fueled distrust of our company, in particular, the killing of two riders using
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our hitch service in separate incidents in 2018. These incidents and the public response to them, as well as other negative publicity we have faced in the past, have adversely affected our brand and reputation. Negative publicity makes it more difficult for us to attract and retain consumers, reduces confidence in and use of our products and offerings, invites legislative and regulatory scrutiny, and results in litigation and governmental investigations.

Our brand and reputation might also be harmed by events that do not occur on our platform. For example, we may be associated with the actions of DiDi drivers even at times when they are not performing services on our platform. If drivers on our platform are involved in accidents or other incidents or otherwise violate the law, we may receive unfavorable press coverage and our reputation and business may be harmed.

The successful maintenance of our brand will depend largely on maintaining a good reputation, minimizing the number of safety incidents, maintaining a high quality of service, and continuing our marketing and public relations efforts. Our brand promotion, reputation building, and media strategies have involved significant costs and may not be successful. If we fail to successfully maintain our brand in the current or future competitive environment, our brand and reputation would be further damaged and our business may suffer.

We have incurred significant losses since inception, and we may not achieve or maintain profitability.

We have incurred net losses for each fiscal year since our inception. We incurred losses from operations of RMB12.4 billion, RMB8.0 billion and RMB13.8 billion (US$2.1 billion) and RMB15.0 billion, RMB9.7 billion and RMB10.6 billion (US$1.6 billion) in 2018, 2019 and 2020, respectively. We also had loss from operations of RMB6.7 billion (US$1.0 billion) for the three months ended March 31, 2021. We may not be able to achieve or maintain profitability in the future. Our expenses will likely increase in the future as we develop and launch new offerings and technologies, expand in existing and new markets, and continue to invest in our platform. These efforts may be more costly than we expect and may not result in increased revenues or growth in our business. Any failure to increase our revenues sufficiently to keep pace with our investments and other expenses could prevent us from achieving or maintaining profitability or positive operating cash flow on a consistent basis. If we are unable to successfully address these risks and challenges as we encounter them, our business, financial condition and results of operations could be adversely affected.

We are making investments in new offerings and technologies, and expect to continue such investments in the future. These new initiatives are inherently risky, and we may not realize the expected benefits from them.

We have made substantial investments to develop new offerings and technologies, including electric vehicles and autonomous driving, and we intend to continue investing significant resources in developing new technologies, services, products and offerings. For example, we believe that electric vehicles will be an important part of our offerings over the long term, and we have partnered with a leading electric vehicle manufacturer and made significant investments in the development of our electric vehicle, the D1. Similarly, we have incurred significant research and development expenses for the development of autonomous driving. We may increase our investments in these new initiatives in the near term. If we do not spend our development budget efficiently on commercially successful and innovative technologies, we may not realize the expected benefits of our strategy. Our new initiatives also have a high degree of risk, as each involves newly emerging industries and unproven business strategies and technologies with which we may have limited or no prior development or operating experience. Because such offerings and technologies are new, they will likely involve expenses, regulatory challenges, and other risks, some of which we
do not currently anticipate. There can be no assurance that demand for such initiatives will exist or be sustained at the levels that we anticipate, or that any of these initiatives will gain sufficient traction or market acceptance to generate sufficient revenues to offset any new expenses or liabilities associated with these new investments. Further, our development efforts with respect to new products, offerings and technologies could distract management from current operations, and will divert capital and other resources from our more established products, offerings and technologies. Even if we are successful in developing new products, offerings or technologies, regulatory authorities may subject us to new rules or restrictions in response to our innovations that could increase our expenses or prevent us from successfully commercializing new products, offerings or technologies. If we do not realize the expected benefits of our investments, our business, financial condition, operating results, and prospects may be harmed.

Our limited operating history and our evolving business make it difficult to evaluate our future prospects and the risks and challenges we may encounter.

We have offered taxi hailing services since 2012 and ride hailing services since 2014, and our business continues to evolve. For example, we began to develop autonomous driving solutions in 2016 and launched our auto solutions business in 2018. We began expanding outside of China in 2018 and we introduced bike and e-bike sharing services in China in 2018. We regularly introduce new platform features, offerings, services and pricing methodologies. Our limited operating history and evolving business make it difficult to evaluate our future prospects and the risks and challenges we may encounter. These risks and challenges include our ability to:

• forecast our revenues and budget for and manage our expenses;
• attract new drivers and consumers and retain existing drivers and consumers in a cost-effective manner;
• comply with existing and new laws and regulations applicable to our business;
• anticipate and respond to macroeconomic changes and changes in the markets in which we operate;
• maintain and enhance the value of our reputation and brand;
• effectively manage our growth;
• successfully expand our geographic reach and overcome challenges particular to new geographical markets;
• hire, integrate and retain talented people at all levels of our organization; and
• successfully develop new platform features, offerings and services to enhance the experience of consumers.

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

**The shared mobility industry is highly competitive, and we may be unable to compete effectively.**

Our industry is highly competitive. We face significant competition from existing, well-established, and low-cost alternatives, and in the future we expect to face competition from new market entrants. In addition, within each of the markets where we offer our services, the cost to switch between service providers is low. Consumers have a propensity to shift to the lowest-cost or highest-quality provider, and drivers have a propensity to shift to the platform with the highest earnings potential. As we and our competitors introduce new products and services, and as existing services and products evolve, we expect to become subject to additional competition. In addition, our competitors may adopt features of our offerings, which would reduce our ability to differentiate our offerings from those of our competitors, or they may adopt innovations that drivers and consumers value more highly than ours, which would render our offerings less attractive.

The markets in which we compete have attracted significant investments from a wide range of funding sources. Certain of our shareholders have made substantial investments in companies that compete with us. Some of our competitors are subsidiaries or affiliates of large global companies which may subsidize their losses or provide them with additional resources to compete with us. As a result, many of our competitors are well capitalized and have the resources to offer discounted services, driver incentives and consumer promotions, as well as to develop innovative offerings and alternative pricing models which may be more attractive to consumers than those that we offer.

Further, some of our current or potential competitors have, and may in the future continue to have, greater resources and access to larger driver and consumer bases in a particular geographic market. In addition, our competitors in certain geographic markets enjoy substantial competitive advantages such as greater brand recognition, longer operating histories, better localized knowledge, and more supportive regulatory regimes. As a result, such competitors may be able to respond more quickly and effectively than us in such markets to new or changing opportunities, technologies, consumer preferences, regulations, or standards, which may render our offerings less attractive. In addition, future competitors may share the benefit of any regulatory or governmental approvals and litigation victories we may achieve, without having to incur the costs we have incurred to obtain such benefits.

For all of these reasons, we may not be able to compete successfully against our current and future competitors. Our inability to compete effectively would harm our business, financial condition, and operating results.

**If we are unable to introduce new or upgraded services, products or technologies that drivers and consumers recognize as valuable, we may fail to retain and attract drivers and consumers to our platform and our operating results would be adversely affected.**

To continue to attract and retain drivers and consumers to our platform, we will need to continue to invest in the development of new or upgraded services, products and technologies that add value for them and that differentiate us from our competitors. Developing and delivering these new or upgraded services, products, and technologies is costly, and the success of such services, products, and technologies depends on several factors, including the timely completion, introduction, and market acceptance of such services, products, and technologies. Moreover, any such new or upgraded services, products, or technologies may not work as intended or may not provide the intended value to drivers or consumers, whatever that may be. If we are unable to continue to develop new or upgraded services, products and technologies, or if drivers or
consumers do not value them or perceive the benefit in them, then drivers or consumers may choose not to use our platform, which would adversely affect our operating results.

**We may be required to defend or insure against product liability claims.**

The automobile industry generally experiences significant product liability claims. We face the risk of such claims in the event our D1 electric vehicle or any future electric vehicles we may develop do not perform or are claimed to not have performed as expected. Our vehicles may be involved in accidents resulting in death or personal injury, and such accidents where advanced driver-assistance systems are engaged are the subject of significant public attention. We may experience claims arising from or related to misuse or claimed failures of such new technologies that we are pioneering and using. For example, the battery packs that we use in our electric vehicles and e-bikes use lithium-ion cells that may, under rare circumstances, ignite nearby materials or other lithium-ion cells. Furthermore, we may face the risk of product liability claims by consumers in connection with our bike and e-bike sharing services as well. Any product liability claim may subject us to lawsuits and substantial monetary damages, product recalls or redesign efforts, and even a meritless claim may require us to defend it, all of which may generate negative publicity and be expensive and time-consuming.

We generally do not purchase third-party insurance to protect us against the risk of product liability claims, meaning that any successful product liability claims against us will likely have to be paid from our own funds, rather than by insurance.

**Illegal, improper or otherwise inappropriate activity of drivers, consumers or other users, whether or not occurring while utilizing our platform, could expose us to liability and harm our business, brand, financial condition and results of operations.**

Illegal, improper or otherwise inappropriate activities by drivers, consumers or other users, including the activities of individuals who may have previously engaged with our platform but are not then receiving or providing services offered through it, or individuals who are intentionally impersonating users of our platform, could adversely affect our brand, business, financial condition and results of operations. These activities may include assault, abuse, theft and other misconduct. While we have implemented various measures intended to anticipate, identify and address the risk of these types of activities, these measures may not adequately address or prevent all illegal, improper or otherwise inappropriate activity by these parties. Such conduct could expose us to liability or adversely affect our brand or reputation. At the same time, if the measures we have taken to guard against these illegal, improper or otherwise inappropriate activities are too restrictive and inadvertently prevent or discourage drivers, consumers or other users from remaining engaged on our platform, or if we are unable to implement and communicate these measures fairly and transparently or are perceived to have failed to do so, the growth and retention of the number of drivers, consumers and other users on our platform and their utilization of our platform could be negatively impacted. Further, any negative publicity related to the foregoing, whether such incident occurred on our platform or on our competitors’ platforms, could adversely affect our reputation and brand or public perception of ride hailing and other mobility services in general, which could negatively affect demand for platforms like ours, and potentially lead to increased regulatory or litigation exposure. Any of the foregoing risks could harm our business, financial condition and results of operations.

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If we fail to effectively manage our growth or implement our business strategies across our multiple segments, our business and results of operations may be materially and adversely affected.

Since our inception, we have experienced rapid growth in our business, the number of drivers and consumers on our platform and our geographic reach, and we expect to continue to experience growth in the future. We now operate in nearly 4,000 cities, counties and towns across 15 countries. This growth has placed, and may continue to place, significant demands on our management and our operational and financial infrastructure. Our ability to manage our growth effectively and to integrate new employees, technologies and acquisitions into our existing business will require us to continue to expand our operational and financial infrastructure and to continue to retain, attract, train, motivate and manage employees. Continued growth could strain our ability to develop and improve our operational, financial and management controls, enhance our reporting systems and procedures, recruit, train and retain highly skilled personnel and maintain user satisfaction. Additionally, if we do not effectively manage the growth of our business and operations, the quality of our offerings could suffer, which could negatively affect our reputation and brand, business, financial condition and results of operations.

To remain competitive in certain markets, we may continue to offer driver incentives and consumer discounts, which may adversely affect our financial performance.

To remain competitive in certain markets and generate network scale and liquidity, we sometimes lower fares or service fees, offer significant driver incentives and offer other consumer discounts and promotions. We may engage in these practices to try to gain a leading position in a market or to try to protect a leading position against competitors. We may continue to offer these discounts and incentives on a large scale for an indefinite period of time if we feel it is necessary. We cannot assure you that these practices would be successful in achieving their goals of attracting or maintaining the engagement of drivers and consumers, or that the positive impact of achieving those goals would outweigh the negative impact of these practices on our financial performance.

If we fail to develop and successfully commercialize autonomous driving or fail to develop such technologies before our competitors, or if such technologies fail to perform as expected or are inferior to those of our competitors, our financial performance and prospects would be adversely impacted.

We have invested, and we expect to continue to invest, substantial amounts in autonomous driving. We believe that autonomous driving will be instrumental in further reducing the costs of mobility and will help us achieve the ultimate standards in transportation safety. However, the development of such technology is expensive and time-consuming and may not be successful. Several other companies around the world are also developing autonomous driving technologies, and we expect that they will use such technology to further compete with us in the mobility industry. In the event that our competitors bring autonomous vehicles to market before we do, or their technology is or is perceived to be superior to ours, they may be able to leverage such technology to compete more effectively with us, which would adversely impact our financial performance and our prospects.

Autonomous driving technologies involve significant risks and liabilities. The safety of such technologies depends in part on rider interaction and riders who may not be accustomed to using or adapting to such technologies, as well as other drivers on the roadways. Failures of our autonomous driving technologies or crashes involving autonomous vehicles using our technology would generate substantial liability for us, create additional negative publicity about us, or result in regulatory scrutiny, all of which would have an adverse effect on our reputation, brand, business, prospects, and operating results.
We expect that governments will develop regulations that are specifically designed to apply to autonomous vehicles. These regulations could include requirements that significantly delay or narrowly limit the commercialization of autonomous vehicles, limit the number of autonomous vehicles that we can manufacture or use on our platform, or impose significant liabilities on manufacturers or operators of autonomous vehicles or developers of autonomous vehicle technologies. If regulations of this nature are implemented, we may not be able to commercialize our autonomous vehicle technologies in the manner we expect, or at all. Further, if we are unable to comply with existing or new regulations or laws applicable to autonomous vehicles, we could become subject to substantial fines or penalties.

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

The COVID-19 pandemic has created unique global and industry-wide challenges, including challenges to many aspects of our business. The COVID-19 pandemic has resulted in quarantines, travel restrictions, limitations on social or public gatherings, and the temporary closure of business venues and facilities across the world. The demand for our mobility offerings, as well as the supply of drivers, decreases drastically under such conditions. Our Core Platform GTV fell by 32.8% in the first quarter of 2020 as compared to the first quarter of 2019, and then by 16.0% in the second quarter of 2020 as compared to the second quarter of 2019. Our businesses resumed growth in the second half of 2020, which moderated the impact on a year-on-year basis. Our Core Platform GTV for the full year 2020 decreased by 4.8% as compared to the full year 2019. Both our China Mobility and International segments were impacted, but whereas the GTV for our China Mobility segment decreased by 6.6% from 2019 to 2020, the GTV for our International segment increased by 11.4% from 2019 to 2020. Many of the quarantine measures within China have since been relaxed as of the date of this prospectus. However, relaxation of restrictions on economic and social activities may also lead to new cases which may lead to re-imposed restrictions, in China or in other markets where we operate. For example, Brazil and Mexico have been affected by new waves of cases, with daily new cases and daily deaths reaching new highs in 2021. China has also experienced upticks in cases that have prompted selective restrictions on domestic travel. The longer-term trajectory of COVID-19 and the effects of mutations in the virus, both in terms of scope and intensity of the pandemic, together with their impact on our industry and the broader economy are still difficult to assess or predict and pose significant uncertainties that will be difficult to quantify. If the situation takes a turn for the worse in China, or if there is not a material recovery in other markets where we operate, our business, results of operations and financial condition could be materially and adversely affected.

If drivers are not satisfied with our auto solutions, including those provided through third parties, our business and growth prospects may be materially and adversely affected.

We provide a wide range of auto solutions, including leasing, refueling, maintenance and repair, aimed particularly at drivers on our platform. We provide a large proportion of these auto solutions through third parties which we do not control. The convenience and cost savings afforded to drivers by these auto solutions is a key part of our strategy to attract and retain drivers on our platform. If these solutions do not appeal to drivers, or if they are unavailable when drivers need them, or if the prices at which we offer them are not more attractive than the prices of comparable services available in the open market or through our competitors, we may be less able to attract and retain drivers, which could materially and adversely affect our business and growth prospects.

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Termination or deterioration of our partnerships may adversely affect our business.

We have established strategic cooperation relationships with certain business partners. For example, we partnered with a leading electric vehicle manufacturer in the development and production of the D1, our electric vehicle, as well as in certain aspects of electric vehicle technology. We also collaborate with certain business partners to obtain information technology platform services, payment processing services, colocation services and cloud communication services for our business. The contracts that we have entered into with these business partners are ordinary course of business contracts relating to the specific services that these partners provide to us. The duration of these contracts varies depending on the nature of the services and these contracts typically contain standard termination provisions that allow either party to terminate the contracts by serving prior notice to the other party. If we fail to maintain such relationships, or these business partners choose to terminate our relationships, we may need to source other alternative partners to provide such services, which may divert significant management attention from existing business operations. We may not be able to find alternative partners on favorable terms or at all, and our business may be negatively affected until we are able to find alternative partners.

Our company culture has contributed to our success and if we cannot maintain this culture as we grow, our business could be harmed.

We believe that our company culture has been critical to our success. We face a number of challenges that may affect our ability to sustain our corporate culture, including:

• failure to identify, attract, reward and retain people in leadership positions in our organization who share and further our culture and values;
• the increasing size and geographic diversity of our workforce as we expand into new cities and countries;
• competitive pressures to move in directions that may divert us from our vision and values;
• the increasing need to develop expertise in new areas of business that affect us;
• negative perception of our treatment of employees or our response to employee sentiment or actions of management; and
• the integration of new personnel and businesses from acquisitions.

If we are not able to maintain our culture, our business, financial condition and results of operations could be materially and adversely affected.

Our business depends on retaining and attracting high-quality personnel, and failure to retain, attract or maintain such personnel could adversely affect our business.

Our success depends in large part on our ability to attract and retain high-quality management, operations, engineering, and other personnel. These personnel are in high demand, are often subject to competing employment offers, and are attractive recruiting targets for our competitors. The loss of qualified executives and employees, or an inability to attract, retain, and motivate high-quality executives and employees required for the planned expansion of our business, may harm our operating results and impair our ability to grow. In addition, we depend on the continued services and performance of our key personnel, including our chairman and chief executive officer, Will Wei Cheng, and our president, Jean Qing Liu. To attract and retain key personnel, we use equity incentives, among other measures. These measures may not be sufficient to attract and retain the personnel we require to operate our business effectively. If we are unable to attract and retain high-quality management and operating personnel, our business, financial condition, and operating results could be adversely affected.
We will require additional capital to support the growth of our business, and this capital might not be available on reasonable terms or at all.

To continue to effectively compete, we will require additional funds to support the growth of our business and allow us to invest in new products, offerings, and markets. If we raise additional funds through further issuances of equity or convertible debt securities, our existing shareholders may suffer significant dilution. If we raise funds for a specific project by selling a share of the equity interests in the entity that is developing a project, we and our shareholders will not reap all of the benefits of any future success of those projects. For example, the entities engaged in our community group buying, bike and e-bike sharing, autonomous driving and intra-city freight businesses have each issued equity interests in their share capital in the course of their independent financings. We may lose control of these subsidiaries as a result of such financings, which may result in the deconsolidation of their businesses. In addition, pursuant to the terms of such subsidiary financings, we have granted exit rights to certain investors which allow them to request us to repurchase their shares in these subsidiaries with cash or shares of our company under certain circumstances. The amount of cash and the number of our shares that may be paid or issued upon the investors’ exercise of such exit rights is not determinable at this time and will depend on many factors which are out of our control. We may be obliged to issue a large number of shares in our company to the investors, which may significantly dilute the interests of existing shareholders or, if we need to pay large sums of cash to repurchase those investors’ shares, our liquidity and financial conditions may be materially and adversely affected. See "Description of Share Capital — History of Securities Issuances — Subsidiary Financings". If we incur debt to finance our business, we may be required to use a substantial portion of our cash flows from operations to pay interest and principal on our indebtedness. Such payments would reduce the funds available to us for working capital, capital expenditures, and other corporate purposes and limit our ability to obtain additional financing for working capital, capital expenditures, expansion plans, and other investments. Additional fundraising may also subject us to operating and financing covenants that may restrict our business and operations. As a result, we may be less able to implement our business strategy, more vulnerable to downturns in our business, the industry, or in the general economy, have less flexibility in planning for, or reacting to, changes in our business and the industry, and be unable to take advantage of business opportunities as they arise.

If we are unable to protect our intellectual property, or if third parties are successful in claiming that we are misappropriating the intellectual property of others, we may incur significant expense and our business may be adversely affected.

Our intellectual property includes the content of our websites, mobile applications, registered domain names, software code, firmware, hardware and hardware designs, registered and unregistered trademarks, trademark applications, copyrights, trade secrets, inventions (whether or not patentable), patents, and patent applications. We believe that our intellectual property is essential to our business and affords us a competitive advantage in the markets in which we operate. If we do not adequately protect our intellectual property, our brand and reputation may be harmed, drivers and consumers could devalue our service and product offerings, and our ability to compete effectively may be impaired.

To protect our intellectual property, we rely on a combination of copyright, trademark, patent, and trade secret laws, contractual provisions, end-user policies, and disclosure restrictions. Upon discovery of potential infringement of our intellectual property, we promptly take action to protect our rights as appropriate. We also enter into confidentiality agreements and invention assignment agreements with our employees and consultants and seek to control access to, and distribution of, our proprietary information in a commercially prudent manner. The efforts we have taken to protect our intellectual property may not be sufficient or effective. For example, effective intellectual
property protection may not be available in every country in which we currently operate or in the future will operate. In addition, it may be possible for other parties to copy or reverse-engineer our service and product offerings or obtain and use the content of our website without authorization. Further, we may be unable to detect infringement of our intellectual property rights, and even if we detect such violations and decide to enforce our intellectual property rights, we may not be successful, and may incur significant expenses, in such efforts. Any failure to protect or any loss of our intellectual property may have an adverse effect on our ability to compete and may adversely affect our business, financial condition, or operating results.

In particular, it is often difficult to maintain and enforce intellectual property rights in China. Statutory laws and regulations are subject to judicial interpretation and enforcement and may not be applied consistently due to the lack of clear guidance on statutory interpretation. Confidentiality and non-compete agreements may be breached by counterparties, and there may not be adequate remedies available to us for any such breach. Accordingly, we may not be able to effectively protect our intellectual property rights or to enforce our contractual rights in China.

In addition, we cannot be that certain of our operations or any other aspects of our business do not or will not infringe upon or otherwise violate trademarks, copyrights or other intellectual property rights held by third parties. We have been, and from time to time in the future may be, subject to legal proceedings and claims relating to the intellectual property rights of others, sometimes from our suppliers. In addition, there may be other third-party intellectual property that is infringed by our services or other aspects of our business. If we are found to have violated the intellectual property rights of others, we may be subject to liability for our infringing activities or may be prohibited from using such intellectual property, and we may incur licensing fees or be forced to develop alternatives of our own. Defending against these claims and proceedings is costly and time consuming and may divert management's time and other resources from our business and operations, and the outcome of many of these claims and proceedings cannot be predicted. If a judgment, a fine or a settlement involving a payment of a material sum of money were to occur, or injunctive relief were issued against us, it may result in significant monetary liabilities and may materially disrupt our business and operations by restricting or prohibiting our use of the intellectual property in question, and our business, financial position and results of operations could be materially and adversely affected.

If we are unable to manage supply chain risks related to new services offerings, product offerings and advanced technologies, our operations may be disrupted.

We have developed new service and product offerings, such as electric vehicles, and we are developing advanced technologies for autonomous driving. These service and product offerings require and rely on hardware and other components that we source from third-party suppliers. The continued development of these new service and product offerings and advanced technologies depends on our ability to implement and manage supply chain logistics to secure the necessary components and hardware. We have limited experience in managing supply chain risks. It is possible that we may not be able to obtain a sufficient supply of the necessary components and hardware in a timely manner, or at all. Events that could disrupt our supply chain include the imposition of export control or other trade laws or regulations, foreign currency fluctuations, theft and restrictions on the transfer of funds, and natural disasters, public health crises, political crises or other unexpected events. The occurrence of any of the foregoing could materially increase the cost and reduce or delay the supply of electric vehicles available on our platform and could materially delay our progress towards introducing autonomous driving onto our platform, all of which could adversely affect our business, financial condition, operating results, and prospects.
The successful operation of our business depends upon the performance and reliability of internet, mobile, and other infrastructures that are not under our control.

Our business depends on the performance and reliability of internet, mobile, and other infrastructures that are not under our control. Disruptions in internet infrastructure or GPS signals or the failure of telecommunications network operators, cloud service providers and other third-party providers of network services that provide us with the bandwidth we need to provide our service and product offerings could interfere with the performance and availability of our platform. If our platform is unavailable when consumers attempt to access it, or if our platform does not load as quickly as consumers expect, consumers may not return to our platform as often in the future, or at all. In addition, we have no control over the costs of the services provided by national telecommunications operators. If mobile internet access fees or other charges to internet users increase, consumer traffic may decrease, which may in turn cause our revenues to significantly decrease.

Almost all access to the internet in China is maintained through state-owned telecommunication operators under the administrative control and regulatory supervision of the MIIT. We primarily rely on a limited number of telecommunication service providers to provide us with data communications capacity through local telecommunications lines and internet data centers to host our servers. We have limited access to alternative networks or services in the event of disruptions, failures or other problems with China's internet infrastructure or the fixed telecommunications networks provided by telecommunication service providers. With the expansion of our business, we may be required to upgrade our technology and infrastructure to keep up with the increasing traffic on our platform. We cannot assure you that the internet infrastructure and the fixed telecommunications networks in China will be able to support the demands associated with the continued growth in internet usage.

Our business also depends on the efficient and uninterrupted operation of mobile communications systems. The occurrence of power outages, telecommunications delays or failures, security breaches, or computer viruses could result in delays or interruptions to our products, offerings, and platform, as well as business interruptions for us and for drivers, consumers and other users. Any of these events could damage our reputation, significantly disrupt our operations, and subject us to liability, which could adversely affect our business, financial condition, and operating results.

We rely on third parties maintaining open marketplaces to distribute our mobile apps and to provide the software we use in certain of our service and product offerings. If such third parties interfere with the distribution of our service and product offerings or with our use of such software, our business would be adversely affected.

Our platform relies on third parties maintaining open marketplaces, including the Apple App Store and Google Play, which make applications available for download. We cannot assure you that such marketplaces will not charge us fees to list our applications for download. We rely upon certain third parties to provide software for our service and product offerings. We do not control all mapping functions employed by our platform or drivers using our platform, and it is possible that such mapping functions may not be reliable. If such third parties cease to provide access to the third-party software that we and drivers use, do not provide access to such software on terms that we believe to be attractive or reasonable, or do not provide us with the most current version of such software, we may be required to seek comparable software from other sources, which may be more expensive or inferior, or may not be available at all, any of which would adversely affect our business.
Our business depends upon the interoperability of our platform across devices, operating systems, and third-party applications that we do not control.

One of the most important features of our platform is its broad interoperability with a range of devices, operating systems, and third-party applications. Our platform is accessible from the web and from devices running various operating systems such as iOS and Android. We depend on the accessibility of our platform across third-party operating systems and applications that we do not control. Moreover, third-party services and products are constantly evolving, and we may not be able to modify our platform to assure its compatibility with that of other third parties following development changes. The loss of interoperability, whether due to actions of third parties or otherwise, could adversely affect our business.

Increases in fuel, food, labor, energy, and other costs could adversely affect our operating results.

Factors such as inflation, increased fuel prices, and increased vehicle purchase, rental, or maintenance costs may increase the costs incurred by drivers when providing services on our platform. Many of the factors affecting driver costs are beyond their control. In many cases, these increased costs may cause drivers to spend less time providing services on our platform or to seek alternative sources of income. A decreased number of drivers on our platform would decrease our network liquidity, which could harm our business and operating results.

Computer malware, viruses, spamming, and phishing attacks could harm our reputation, business, and operating results.

We rely heavily on information technology systems across our operations. Our information technology systems, including mobile and online platforms, mobile payment systems and administrative functions, and the information technology systems of our third-party business partners and service providers contain proprietary or confidential information related to business and sensitive personal data, including personally identifiable information, entrusted to us by drivers, consumers, businesses, employees, and job candidates. Computer malware, viruses, spamming, and phishing attacks have become more prevalent in our industry, have occurred on our systems in the past, and may occur on our systems in the future. Various other factors may also cause system failures, including power outages, catastrophic events, inadequate or ineffective redundancy, issues with upgrading or creating new systems or platforms, flaws in third-party software or services, errors by our employees or third-party service providers, or breaches in the security of these systems or platforms. If we cannot resolve these issues in an effective manner, they could adversely impact our business operations and our financial results. Because of our prominence, the number of platform users, and the types and volume of personal data on our systems, we may be a particularly attractive target for such attacks. Although we have developed systems and processes that are designed to protect our data and that of platform users, and to prevent data loss, undesirable activities on our platform, and security breaches, we cannot assure you that such measures will provide absolute security. Our efforts on this front may be unsuccessful as a result of, for example, software bugs or other technical malfunctions, employee, contractor, or vendor error or malfeasance, or the appearance of new threats that we did not anticipate or guard against, and we may incur significant costs in protecting against or remediating cyber-attacks. Any actual or perceived failure to maintain the performance, reliability, security, and availability of our products, offerings, and technical infrastructure to the satisfaction of platform users and government regulators would likely harm our reputation and result in loss of revenues from the adverse impact to our reputation and brand, disruption to our business, and our decreased ability to attract and retain drivers and consumers.
Our platform is highly technical, and any undetected errors could adversely affect our business.

Our platform is a complex system composed of many interoperating components and incorporates software that is highly complex. Our business is dependent upon our ability to prevent system interruption on our platform. Our software may now or in the future contain undetected errors, bugs, or vulnerabilities. Some errors in our software code may only be discovered after the code has been released. Bugs in our software, misconfigurations of our systems, and unintended interactions between systems could result in our failure to comply with certain national or regional reporting obligations, or could cause downtime that would impact the availability of our service to platform users. We have from time to time found defects or errors in our system and may discover additional defects in the future that could result in platform unavailability or system disruption. In addition, we have experienced outages on our platform in the past. If sustained or repeated, any of these outages could reduce the attractiveness of our platform to platform users. In addition, our release of new software in the past has inadvertently caused, and may in the future cause, interruptions in the availability or functionality of our platform. Any errors, bugs, or vulnerabilities discovered in our code or systems after release could result in an interruption in the availability of our platform or a negative experience for drivers and consumers, and could also result in negative publicity and unfavorable media coverage, damage to our reputation, loss of platform users, loss of revenues or liability for damages, regulatory inquiries, or other proceedings, any of which could adversely affect our business and financial results.

Our use of third-party open source software could adversely affect our ability to offer our service and product offerings and subjects us to possible litigation.

We use third-party open source software in connection with the development of our platform. From time to time, companies that use third-party open source software have faced claims challenging the use of such open source software and their compliance with the terms of the applicable open source license. We may be subject to suits by parties claiming ownership of what we believe to be open source software, or claiming non-compliance with the applicable open source licensing terms. While we employ practices designed to monitor our compliance with the licenses of third-party open source software and protect our valuable proprietary source code, we may inadvertently use third-party open source software in a manner that exposes us to claims of non-compliance with the applicable terms of such license, including claims for infringement of intellectual property rights or for breach of contract. Furthermore, there are more and more types of open-source software license, almost none of which have been tested in a court of law, resulting in a dearth of guidance regarding the proper legal interpretation of such licenses. If we were to receive a claim of non-compliance with the terms of any of our open source licenses, we may be required to publicly release certain portions of our proprietary source code or expend substantial time and resources to re-engineer some or all of our software.

In addition, the use of third-party open source software typically exposes us to greater risks than the use of third-party commercial software because open-source licensors generally do not provide warranties or controls on the functionality or origin of the software. Use of open source software may also present additional security risks because the public availability of such software may make it easier for hackers and other third parties to determine how to compromise our platform. Additionally, because any software source code that we contribute to open source projects becomes publicly available, our ability to protect our intellectual property rights in such software source code may be limited or lost entirely, and we would be unable to prevent our competitors or others from using such contributed software source code. Any of the foregoing could be harmful to our business, financial condition, or operating results and could help our competitors develop service and product offerings that are similar to or better than ours.
Our business would be adversely affected if drivers were classified as employees, workers or quasi-employees.

The classification of drivers is currently being challenged in courts, by legislators and by government agencies in a number of jurisdictions. We may become involved in legal proceedings, including lawsuits, demands for arbitration, charges and claims before administrative agencies, and investigations or audits by labor, social security, and tax authorities that claim that drivers should be treated as our employees (or as workers or quasi-employees where those statuses exist), rather than as independent contractors. We generally treat drivers as independent contractors. However, we may not be successful in defending the classification of drivers in some or all jurisdictions where it is challenged. Furthermore, the costs associated with defending, settling, or resolving pending and future lawsuits (including demands for arbitration) relating to the classification of drivers have been and may continue to be material to our business. In addition, even if we prevail under current law, the law may be changed in the future in ways that are unfavorable to us. Reclassification of drivers as employees, workers or quasi-employees where those statuses exist could require us to fundamentally change our business model, with repercussions that are difficult to anticipate. Among other things, reclassification could subject us to vicarious liability for any misconduct of drivers, require us to pay them wages, make social insurance contributions or provide other benefits, or reduce our attractiveness to drivers given the loss of flexibility under an employee model. Reclassification could also impact our current financial statement presentation relating to our International segment, including the calculation of our revenues, cost of revenues and expenses, as further described in our significant and critical accounting policies in the section titled "Management's Discussion and Analysis of Financial Condition and Operating Results — Critical Accounting Policies, Judgments and Estimates." See also "— Risks Relating to Doing Business in China — Increases in labor costs and enforcement of stricter labor laws and regulations in China may adversely affect our business and our profitability."

We rely on third parties for elements of the payment processing infrastructure underlying our platform. If these third-party elements become unavailable or unavailable on favorable terms, our business could be adversely affected.

The convenient payment mechanisms provided by our platform are key factors contributing to the development of our business. We rely on third parties for elements of our payment-processing infrastructure to collect payments from consumers and to remit payments to drivers using our platform, and these third parties may refuse to renew our agreements with them on commercially reasonable terms or at all. If these companies become unwilling or unable to provide these services to us on acceptable terms or at all, our business may be disrupted.

In certain jurisdictions, we allow consumers to pay for rides and meal or grocery deliveries using cash, which raises numerous regulatory, operational, and safety concerns. If we do not successfully manage those concerns, we could become subject to adverse regulatory actions and suffer reputational harm or other adverse financial and accounting consequences.

In certain jurisdictions, including Brazil and Mexico, we allow consumers to use cash to pay drivers the entire fare of rides and cost of meal deliveries (including our service fee from such rides and meal deliveries). In 2020 and the first quarter of 2021, cash-paid trips accounted for over 60% of our GTV outside of China. This percentage may increase in the future, particularly as we expand into new countries. The use of cash raises numerous regulatory, operational, and safety concerns. For example, many jurisdictions have specific regulations regarding the use of cash for ride hailing and certain jurisdictions prohibit the use of cash for ride hailing. Failure to comply with these regulations could result in the imposition of significant fines and penalties and could result in a regulator requiring that we suspend operations in those jurisdictions. In addition to these regulatory concerns, the use of cash can increase safety and security risks for drivers and riders, including
potential robbery, assault, violent or fatal attacks, and other criminal acts. Serious safety incidents resulting in robberies and violent, fatal attacks on drivers while using our platform have been reported. If we are not able to adequately address any of these concerns, we could suffer significant reputational harm, which could adversely impact our business.

In addition, establishing the proper infrastructure to ensure that we receive the correct service fee on cash trips is complex, and has in the past meant and may continue to mean that we cannot collect the entire service fee for certain of our cash-based trips. We have created systems for drivers to collect and deposit the cash received for cash-based trips and deliveries, as well as systems for us to collect, deposit, and properly account for the cash received, some of which are not always effective, convenient, or widely adopted by drivers. Creating, maintaining, and improving these systems requires significant effort and resources, and we cannot guarantee these systems will be effective in collecting amounts due to us. Further, operating a business that uses cash raises compliance risks with respect to a variety of laws and regulations, including anti-money laundering laws. If drivers fail to pay us under the terms of our agreements or if our collection systems fail, we may be adversely affected by both the inability to collect amounts due and the cost of enforcing the terms of our contracts, including litigation. Such collection failure and enforcement costs, along with any costs associated with a failure to comply with applicable rules and regulations, could, in the aggregate, impact our financial performance.

**Our business is subject to extensive government regulation and oversight relating to the provision of payment and financial services.**

Jurisdictions in which we operate have laws that govern payment and financial services activities. Regulators may determine that certain aspects of our business are subject to these laws and could require us to obtain licenses to continue to operate in such jurisdictions. In some countries, it is not clear whether we are required to be licensed as a payment services provider where we rely on local payment providers to disburse payments. Were local regulators to determine that such arrangements require us to be so licensed, such regulators may block payments to drivers, restaurants, shippers or carriers. Such regulatory actions, or the need to obtain regulatory approvals, could impose significant costs and involve substantial delay in payments we make in certain local markets, any of which could adversely affect our business, financial condition, or operating results.

In addition, laws relating to money transfers and online payments are evolving, and changes in such laws could affect our ability to provide payment processing on our platform in the same form and on the same terms as we have historically, or at all. Our business operations, including our payments to drivers, may not always comply with these financial laws and regulations. Non-compliance with these laws or regulations could result in criminal and civil lawsuits, penalties, forfeiture of significant assets, or other enforcement actions. Costs associated with fines and enforcement actions, as well as reputational harm, changes in compliance requirements, or limits on our ability to expand our product offerings, could harm our business.

**We generate a significant percentage of our transactions from certain major cities. If our operations in these cities are negatively affected, our financial results and future prospects would be adversely impacted.**

In 2020, the number of ride hailing transactions from our top five cities in China constituted approximately 20% of our total China ride hailing transactions. We experience greater competition in large cities than we do in other markets in which we operate, which has led us to offer significant driver incentives and consumer discounts and promotions in these cities. As a result of our geographic concentration, our business and financial results are susceptible to economic, social, weather, and regulatory conditions or other circumstances in each of these cities. Outbreaks of
contagious diseases or other viruses, such as COVID-19, could lead to a sustained decline in the desirability of living, working and congregating in the cities in which we operate. Any short-term or long-term shifts in the travel patterns of consumers away from cities, due to health concerns regarding epidemics or pandemics such as COVID-19, could have an adverse impact on our GTV from these areas. An economic downturn, increased competition, or regulatory obstacles in any of these cities would adversely affect our business, financial condition, and operating results to a much greater degree than would the occurrence of similar events in other areas. In addition, any changes to local laws or regulations within these cities that affect our ability to operate or increase our operating expenses in these markets would have an adverse effect on our business. Furthermore, if we are unable to renew existing licenses or do not receive new licenses in the major cities where we operate or such licenses are terminated, any inability to operate in such urban area, as well as the publicity concerning any such termination or non-renewal, could adversely affect our business, financial condition, and operating results.

Further, we expect that we will continue to face challenges in penetrating non-urban areas, where our network is smaller and our presence is smaller. If we are not successful in penetrating non-urban areas, or if we are unable to operate in certain key cities in the future, our ability to serve what we consider to be our total addressable market would be limited, and our business, financial condition, and operating results would suffer.

Adverse litigation judgments or settlements resulting from legal proceedings or investigations in which we may be involved could expose us to monetary damages or limit our ability to operate our business.

We have in the past been, are currently, and may in the future become, involved in private actions, collective actions, investigations, and various other legal proceedings by drivers, consumers, employees, commercial partners, competitors or government agencies, among others. We are subject to litigation relating to various matters. See "Business — Legal Proceedings" for more details. The results of any such litigation, investigations and legal proceedings are inherently unpredictable, and defending against them is expensive. Any claims against us, whether meritorious or not, could be time consuming, costly, and harmful to our reputation, and could require significant amounts of management time and corporate resources. If any of these legal proceedings were to be determined adversely to us, or we were to enter into a settlement arrangement, we could suffer monetary damages or be forced to change the way in which we operate our business, which could have an adverse effect on our business, financial condition and operating results.

Our strategic investments and acquisitions involve inherent risks, and any businesses we invest in or acquire may not perform as expected or be successfully integrated.

As part of our business strategy, we have entered into, and expect to continue to enter into, agreements to invest in or acquire companies, form joint ventures, divest portions or aspects of our business, sell minority stakes in portions or aspects of our business, and acquire complementary assets or technologies. Competition within our industry for investments in and acquisitions of businesses, technologies, and assets is intense. Even if we are able to identify a target for investment or acquisition, we may not be able to complete the transaction on commercially reasonable terms, we may not be able to receive approval under anti-monopoly and competition laws, or the target may choose to enter into a transaction with another party, which could be our competitor.

In addition, businesses we invest in or acquire may not perform as well as we expect. We recorded impairment losses of RMB2.5 billion, RMB1.5 billion and RMB1.0 billion (US$0.2 billion) for those investments without readily determinable fair value in 2018, 2019 and 2020, respectively, as well as impairment losses of nil, RMB293.3 million, RMB79.9 million (US$12.2 million) for equity investments, respectively.
method investments in 2018, 2019 and 2020, respectively. Failure to manage and successfully integrate acquired businesses and technologies, including managing any privacy or data security risks associated with such acquisitions, may harm our operating results and expansion prospects. The process of integrating an acquired company, business, or technology or acquired personnel into our company is subject to various risks and challenges, including:

- diverting management time and focus from operating our business;
- disrupting our ongoing business operations;
- consumer acceptance of the acquired company’s offerings;
- implementing or remediating the controls, procedures, and policies of the acquired company;
- integrating the acquired business onto our systems and ensuring the acquired business meets our financial reporting requirements and timelines;
- retaining and integrating acquired employees, including aligning incentives between acquired employees and existing employees, as well as managing costs associated with eliminating redundancies or transferring employees on acceptable terms with minimal business disruption;
- maintaining important business relationships and contracts of the acquired business;
- liability for pre-acquisition activities of the acquired company;
- litigation or other claims or liabilities arising in connection with the acquired company;
- impairment charges associated with goodwill, investments, and other acquired intangible assets; and
- other unforeseen operating difficulties and expenditures.

We cannot predict whether any strategic investment or acquisition will be accretive to the value of our ordinary shares. It is also possible that any of our past, pending or future strategic transactions could be viewed negatively by the press, investors, consumers or regulators, or subject to regulatory inquiries or proceedings, which may adversely affect our reputation, business, financial condition and prospect.

**If we are unable to manage the risks presented by our international expansion, our financial results and future prospects will be adversely impacted.**

As of the date of this prospectus, we have business operations in 15 countries. We began expanding into international markets in 2018 and have limited experience operating in many jurisdictions outside of China. We have made, and expect to continue to make, significant investments to expand our international operations and compete with local competitors. Such investments may not be successful and may negatively affect our operating results.

Conducting our business internationally, particularly in countries in which we have limited experience, subjects us to risks that we do not face to the same degree in China. These risks include, among others:

- operational and compliance challenges caused by distance, language, and cultural differences;
- the resources required to build a local management team in each new market and to localize our service offerings to appeal to drivers and consumers in that market;
- compliance challenges caused by unfamiliar laws and regulations;
- competition with businesses that understand local markets better than we do, that have pre-existing relationships with potential consumers in those markets, or that are favored by government or regulatory authorities in those markets;
international geopolitical tensions;

• political, social and economic instability in any jurisdiction where we operate;

• international export controls and economic and trade sanctions;

• legal uncertainty regarding our liability for the actions of drivers, consumers and other third parties, including uncertainty resulting from unique local laws or a lack of clear legal precedent;

• fluctuations in currency exchange rates;

• managing operations in markets in which cash transactions are favored over credit or debit cards;

• adverse tax consequences, including the complexities of foreign value added tax systems, and restrictions on the repatriation of earnings;

• increased financial accounting and reporting burdens, and complexities associated with implementing and maintaining adequate internal controls;

• difficulties in implementing and maintaining the financial systems and processes needed to enable compliance across multiple offerings and jurisdictions; and

• reduced or varied protection for intellectual property rights in some markets.

These risks could adversely affect our international operations, which could in turn adversely affect our business, financial condition, and operating results.

We have operations in countries known to experience high levels of corruption and are subject to territorial anti-corruption laws in these jurisdictions as well as extra-territorial anti-corruptions laws including, following the completion of this offering, the U.S. Foreign Corrupt Practices Act.

We have operations in, and have business relationships with, entities in countries known to experience high levels of corruption. We are subject to anti-corruption laws in the jurisdictions in which we operate that prohibit improper payments or offers of payments to foreign governments, their officials, and political parties for the purpose of obtaining or retaining business. We will also become directly subject to the U.S. Foreign Corrupt Practices Act following the completion of this offering. Regulators continue to focus on the enforcement of these laws, and we may be subject to additional compliance requirements to identify criminal activity and payments to sanctioned parties. Our activities in certain countries with high levels of corruption enhance the risk of unauthorized payments or offers of payments by drivers, consumers, employees, consultants, or business partners in violation of various anti-corruption laws, even though the actions of these parties are often outside our control.

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

We adopted our Equity Incentive Plan, or the Plan, in December 2017, which was subsequently amended and restated. Under the Plan, we are authorized to grant options and other types of awards. The maximum aggregate number of ordinary shares that may be issued under the Plan is 312,034,457 shares. As of May 31, 2021, awards to purchase 56,536,498 ordinary shares that were granted under the Plan remained outstanding. As a result, we have incurred and expect to continue to incur substantial share-based compensation expenses in the future.

We believe the granting of share-based awards is of significant importance to our ability to attract and retain key personnel and employees, and we will continue to grant share-based awards.
to employees, directors and consultants in the future. As a result, our expenses associated with share-based awards may increase, which may have an adverse effect on our results of operations. We may re-evaluate the vesting schedules, exercise prices or other key terms applicable to the grants under our currently effective share incentive plan from time to time. If we choose to do so, we may experience substantial change in our share-based compensation charges in the reporting periods following this offering.

**Our business depends heavily on insurance coverage for drivers and on other types of insurance for additional risks related to our business.**

We require drivers on our platform to carry automobile insurance. If insurance carriers change the terms of their policies in a manner not favorable to us or the drivers, our or the drivers’ insurance costs could increase. Further, if the insurance coverage we maintain is not adequate to cover losses that occur, we could be liable for significant additional costs.

We may be subject to claims of significant liability based on traffic accidents, injuries, or other incidents that are alleged to have been caused by drivers on our platform. As we expand to include more offerings on our platform, our insurance needs will likely extend to those additional offerings, including intra-city freight, autonomous driving, electric vehicles, and bike and e-bike sharing. As a result, our insurance policies may not cover all potential claims related to traffic accidents, injuries, or other incidents that are claimed to have been caused by drivers who use our platform, and may not be adequate to indemnify us for all liability that we could face. Even if these claims do not result in liability, we could incur significant costs in investigating and defending against them. If we are subject to claims of liability relating to the acts of drivers or others using our platform, we may be subject to negative publicity and incur additional expenses, which could harm our business, financial condition, and operating results.

In addition, we are subject to local laws, rules, and regulations relating to insurance coverage which could result in proceedings or actions against us by governmental entities or others. Any failure, or perceived failure, by us to comply with local laws, rules, and regulations or contractual obligations relating to insurance coverage could result in proceedings or actions against us by governmental entities or others. These lawsuits, proceedings, or actions may subject us to significant penalties and negative publicity, require us to increase our insurance coverage, increase our costs, and disrupt our business.

**We may be subject to pricing regulations, as well as related litigation, regulatory inquiries or investigations.**

Our revenues are dependent on the pricing model we use to calculate user fares and driver earnings. Our pricing model has been, and will likely continue to be, challenged, banned, limited in emergencies, subject to regulatory inquiries or investigations, or capped in certain jurisdictions or in some of the cities where we operate. Any claim or challenge against us on our pricing model and any related litigation, regulatory inquiries, investigations or other legal proceedings could increase our operating costs and adversely affect our business and reputation. As a result, we may be forced to enter into settlement arrangements or change our pricing model in certain jurisdictions or those cities where we operate, which could be time consuming, costly, and require significant amounts of management time and corporate resources and could harm our business, financial condition, and operating results.

**Misconduct and errors by our employees could harm our business and reputation.**

We operate in an industry in which integrity and the confidence of our consumers and drivers are of critical importance. We are subject to the risk of errors, misconduct and illegal activities by our employees. Errors, misconduct and illegal activities by our employees, or even unsubstantiated
allegations of them, could result in a material adverse effect on our reputation and our business. It is not always possible to identify and deter misconduct or errors by employees, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses. If any of our employees engages in illegal or suspicious activities or other misconduct, we could suffer economic losses and may be subject to regulatory sanctions and significant legal liability, and our financial condition or ability to attract new consumers and drivers may be adversely affected as a result. If any sanction was imposed against an employee during his or her employment with us, even for matters unrelated to us, we may be subject to negative publicity which could adversely affect our brand, public image and reputation, as well as cause investigations or claims against us. We could also be perceived to have facilitated or participated in the illegal activities or misconduct, and therefore be subject to civil or criminal liability.

We rely on merchants on our platform for aspects of our groceries, food and other goods delivery services, and to the extent they fail to maintain their service levels or they increase the prices they charge consumers on our platform, our business would be adversely affected.

We rely upon merchants on our platform, including small and local independent businesses, to provide quality groceries, food and other goods to our consumers at expected price points. If these merchants experience difficulty servicing consumer demand, producing quality goods at affordable prices, or meeting our other requirements or standards, or experience problems with their point-of-sale or other technologies, our reputation and brand could be damaged. Moreover, an increase in merchant operating costs could cause merchants on our platform to raise prices, renegotiate commission rates, or cease operations, which could in turn adversely affect our operational costs and efficiency, and if merchants on our platform were to cease operations, temporarily or permanently, we may not be able to provide consumers with sufficient merchant selection, which we expect would reduce the number of consumers on our platform. Many of the factors affecting merchant operating costs, including off-premise costs and prices, are beyond the control of merchants and include inflation, costs associated with the goods provided, labor and employee benefit costs, rent costs, and energy costs. If merchants pass along these increased operating costs and increase prices on our platform, order volume may decline. Additionally, some merchants choose to charge higher prices on our platform relative to their in-store prices. This practice can negatively affect consumer perception of our platform and could result in a decline in consumers or order volume, or both, which would adversely affect our financial condition and results of operations.

We may experience a negative impact on our reputation due to any quality or health issues with the groceries and food products distributed through our platform, which could have an adverse impact on our operating results.

Our businesses that involve food products have inherent risks of product liability claims, product recall and the resulting negative publicity. Food products containing contaminants could be inadvertently distributed by us and, if these contaminants are not eliminated by the time of consumption, they could cause illness or death. We cannot assure you that product liability claims will not be asserted against us or that we will not be obligated to perform product recalls or be held liable for such incidents in the future. Any loss in confidence on the part of our customers would be difficult and costly to reestablish. Any such adverse impact could significantly reduce our brand value, and have a material and adverse impact on our sales and operating results.

We have limited influence over our minority-owned affiliates, which subjects us to substantial risks, including potential loss of value.

Our ownership in our minority-owned affiliates involves significant risks that are outside our control. For example, we own a minority ownership position in Grab, which provides shared mobility.
services in markets where we do not have a presence. We do not participate in the day-to-day management of our minority-owned affiliates or have a controlling influence on their boards. As a result, the boards of directors or management team of our minority-owned affiliates may make decisions or take actions with which we disagree or that may be harmful to the value of our ownership. Additionally, these companies have expanded their offerings, and we expect them to continue to expand their offerings in the future, to compete with us in various markets throughout the world. While this could enhance the value of our ownership interest in these companies, our business, financial condition and operating results would be adversely affected by such expansion into markets in which we operate. Furthermore, any material decline in the business of our minority-owned affiliates would adversely affect the value of our assets and our financial results, and we may never realize the value of these assets relative to the contributions we made to its businesses.

**Our bikes are currently subject to operating restrictions or caps in certain cities and municipalities.**

Many cities in which we provide our bike and e-bike sharing services, including Beijing, Shanghai and Guangzhou, have adopted policies to restrict the operations or limit the aggregate number of bikes that may operate in that city. Subject to city-by-city variations, such restrictions generally may require us to register and obtain licenses for our bikes, limit the areas in which our bikes can operate, or limit the total number of bikes we can provide in a given city. Inability to expand the number of our bikes or the geographic area in which they operate could harm our business, financial condition, and operating results. We were and may continue to be subject to penalties if we are found to be in violation of local rules on bike and e-bike sharing.

**Our business could be adversely affected by natural disasters, public health crises, political crises, economic downturns or other unexpected events.**

A significant natural disaster, such as an earthquake, fire, hurricane, tornado, flood or significant power outage, could disrupt our operations, mobile networks, the internet or the operations of our third-party technology providers. In addition, any further outbreaks of COVID-19 or other unforeseen public health crises in addition to COVID-19, or political crises, such as terrorist attacks, war and other political instability, or other catastrophic events, whether in China or abroad, could adversely affect our operations or the economies of the markets where we operate. The impact of any natural disaster, act of terrorism or other disruption to us or our third-party providers’ abilities could result in decreased demand for our offerings or a delay in the provision of our offerings, which could adversely affect our business, financial condition and results of operations. All of the aforementioned risks may be further increased if our disaster recovery plans prove to be inadequate. Disruptions or downturns in global or national or local economic conditions may cause discretionary spending and demand for ride hailing and other mobility services to decline. An economic downturn resulting in a prolonged recessionary period would have a material adverse effect on our business, financial condition, and operating results.

**The current tensions in international trade and rising political tensions, particularly between the United States and China, may adversely impact our business, financial condition, and results of operations.**

Recently there have been heightened tensions in international economic relations, such as the one between the United States and China. Political tensions between the United States and China have escalated due to, among other things, trade disputes, the COVID-19 outbreak, sanctions imposed by the U.S. Department of Treasury on certain officials of the Hong Kong Special Administrative Region and the PRC central government and the executive orders issued by the U.S. government in August 2020 that prohibit certain transactions with certain China-based companies and their respective subsidiaries. Rising political tensions could reduce levels of trade, investments,
technological exchanges, and other economic activities between the two major economies. Such tensions between the United States and China, and any escalation thereof, may have a negative impact on the general, economic, political, and social conditions in China and, in turn, adversely impacting our business, financial condition, and results of operations.

Risks Relating to Our Corporate Structure

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

PRC laws and regulations impose restrictions on foreign ownership and investment in certain internet-based businesses. We are an exempted company incorporated in the Cayman Islands and our PRC subsidiaries are considered foreign-invested enterprises. To comply with PRC laws, regulations and regulatory requirements, we set up a series of contractual arrangements entered into among some of our PRC subsidiaries, our VIEs and their shareholders to conduct some of our operations in China. For a detailed description of these contractual arrangements, see "Corporate History and Structure — Contractual Arrangements with Our Variable Interest Entities". As a result of these contractual arrangements, we exert control over our VIEs and their subsidiaries and consolidate their operating results in our financial statements under U.S. GAAP.

In the opinion of our PRC legal counsel, Fangda Partners, (i) the ownership structure of our principal variable interest entity, Beijing Xiaoju Science and Technology Co., Ltd., or Xiaoju Technology, and our wholly foreign owned enterprise, or WFOE, Beijing Didi Infinity Technology and Development Co., Ltd., or Beijing Didi, is not in violation of mandatory provisions of applicable PRC laws and regulations currently in effect; and (ii) the agreements under the contractual arrangement among Beijing Didi, Xiaoju Technology and its shareholders governed by PRC law are valid and binding upon each party to such agreements and enforceable against each party thereto in accordance with their terms and applicable PRC laws and regulations currently in effect. However, we have been further advised by our PRC legal 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 the opinion of our PRC legal 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 licenses and/or operating licenses of our PRC entities;
• imposing fines on us;
• confiscating any of our income that they deem to be obtained through illegal operations, or imposing other requirements with which we or our VIEs may not be able to comply;
• discontinuing or placing restrictions or onerous conditions on our operations;
• placing restrictions on our right to collect revenues;
• shutting down our servers or blocking our mobile app;
• requiring us to restructure our ownership structure or operations, including terminating the contractual arrangements with our VIEs and deregistering the equity pledges of our VIEs, which in turn would affect our ability to consolidate, derive economic interests from, or exert effective control over our VIEs and their subsidiaries;
• restricting or prohibiting our use of the proceeds from this offering or other of our financing activities to finance the business and operations of our VIEs and their subsidiaries; or
• taking other regulatory or enforcement actions that could be harmful to our business.

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Any of these events could cause significant disruption to our business operations and severely damage our reputation, which would in turn have a material adverse effect on 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 VIEs and their subsidiaries that most significantly impact their economic performance, and/or our failure to receive the economic benefits and residual returns from our VIEs and their subsidiaries, and we are not able to restructure our ownership structure and operations in a satisfactory manner, we may not be able to consolidate the financial results of our VIEs and their subsidiaries in our consolidated financial statements in accordance with U.S. GAAP.

**The DiDi Partnership and its related arrangements may impact your ability to appoint Executive Directors and nominate certain executive officers of the company, and the interests of the DiDi Partnership may conflict with your interests.**

Our post-offering memorandum and articles of association allows the DiDi Partnership to appoint Executive Directors and nominate and recommend candidates for certain executive officer positions of our company. The board of directors shall cause any Executive Director candidate duly nominated by the DiDi Partnership to be appointed and serve as an Executive Director of our company until expiry of his or her term, subject to removal or termination in accordance with our then-effective memorandum and articles of association. The candidates for the executive officer positions nominated by the DiDi Partnership shall stand for appointment by the board. In the event that such candidate is not appointed by the board, the DiDi Partnership may nominate a replacement nominee until the board appoints such nominee to such executive position, or until the board fails to appoint more than three such candidates nominated by the DiDi Partnership consecutively, after which time the board of directors may then nominate and appoint any person to serve in such executive position of our company after consultation with the DiDi Partnership. See "Management — DiDi Partnership." This governance structure will limit your ability to influence corporate matters, including certain matters determined at the board level.

In addition, the interests of the DiDi Partnership may not always align with your interests. The partnership committee of the DiDi Partnership may make further determinations as to, among other things, the allocation of the bonus pool among all partners, subject to approval of the compensation committee if such allocations are to partners who are executive officers or directors of our company. These allocations may not be entirely aligned with the interest of shareholders who are not partners. Because the partners may be largely comprised of members of our management team, the DiDi Partnership and its Executive Director nominees may focus on the managerial strategies and decisions and operational and financial targets that may differ from the expectations and desires of shareholders. To the extent that the interests of the DiDi Partnership differ from your interests on certain matters, you may be disadvantaged.

**The contractual arrangements with our VIEs and their shareholders may not be as effective as direct ownership in providing operational control.**

We have to rely on the contractual arrangements with our VIEs and their shareholders to operate the business in areas where foreign ownership is restricted, including provision of ride hailing services. These contractual arrangements, however, may not be as effective as direct ownership in providing us with control over our VIEs. For example, our VIEs and their shareholders could breach their contractual arrangements with us by, among other things, failing to conduct the operations of our VIEs in an acceptable manner or taking other actions that are detrimental to our interests.

If we had direct ownership of our VIEs in China, we would be able to exercise our rights as a shareholder to effect changes in the board of directors of our VIEs, which in turn could implement changes, subject to any applicable fiduciary obligations, at the management and operational level.
However, under the current contractual arrangements, we rely on the performance by our VIEs and their shareholders of their obligations under the contracts to exercise control over our VIEs. The shareholders of our VIEs may not act in the best interests of our company or may not perform their obligations under these contracts. If any dispute relating to these contracts remains unresolved, we will have to enforce our rights under these contracts through the operations of PRC law and arbitration, litigation and other legal proceedings and therefore will be subject to uncertainties in the PRC legal system. See "— Any failure by our VIEs or their shareholders to perform their obligations under our contractual arrangements with them would have a material and adverse effect on our business."

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

If our VIEs or their 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. For example, if the shareholders of our VIEs were to refuse to transfer their equity interests in our VIEs to us or our designee if we exercise the purchase option pursuant to these contractual arrangements, or if they were otherwise to act in bad faith toward us, then we may have to take legal actions to compel them to perform their contractual obligations. In addition, if any third parties claim any interest in such shareholders' equity interests in our VIEs, our ability to exercise shareholders' rights or foreclose the share pledge according to the contractual arrangements may be impaired. If these or other disputes between the shareholders of our VIEs and third parties were to impair our control over our VIEs, our ability to consolidate the financial results of our VIEs would be affected, which would in turn result in a material adverse effect on our business, operations and financial condition.

All the agreements under our contractual arrangements are governed by PRC law and provide for the resolution of disputes through arbitration in China. Accordingly, these contracts would be interpreted in accordance with PRC law and any disputes would be resolved in accordance with PRC legal procedures. The legal system in 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. See "— Risks Relating to Doing Business in China — Uncertainties with respect to the PRC legal system could adversely affect us". Meanwhile, there are very few precedents and little formal guidance as to how contractual arrangements in the context of a consolidated VIE 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 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 VIEs, and our ability to conduct our business may be negatively affected.

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

The shareholders of our VIEs may have actual or potential conflicts of interest with us. See "Corporate History and Structure — Contractual Arrangements with Variable Interest Entities".
These shareholders may breach, or cause our VIEs to breach, or refuse to renew, the existing contractual arrangements we have with them and our VIEs, which would have a material and adverse effect on our ability to effectively control our VIEs and receive economic benefits from it. For example, the shareholders may be able to cause our agreements with our VIEs to be performed in a manner adverse to us by, among other things, failing to remit payments due under the contractual arrangements to us on a timely basis. We cannot assure you that when conflicts of interest arise any or all of these shareholders will act in the best interests of our company or such conflicts will be resolved in our favor.

Currently, we do not have any arrangements to address potential conflicts of interest between these shareholders and our company, except that we could exercise our purchase option under the exclusive call option agreements with these shareholders to request them to transfer all of their equity interests in our VIEs to a PRC entity or individual designated by us, to the extent permitted by PRC law. We cannot assure you that such method, or any other methods that we may explore, will be effective in resolving the potential conflicts of interest between these shareholders and our company. The shareholders of our VIEs have executed powers of attorney to appoint our respective WFOEs to vote on their behalf and exercise voting rights as shareholders of our VIEs. If we cannot resolve any conflict of interest or dispute between us and the shareholders of our VIEs, we would have to rely on legal proceedings, which could result in disruption of our business and subject us to substantial uncertainty as to the outcome of any such legal proceedings.

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

Although under our current contractual arrangements, (i) the spouses of some of the shareholders of our VIEs have respectively executed a spousal consent letter under which each spouse agrees not to assert any rights over the equity interest in our VIEs, and (ii) it is expressly provided that the shareholders of our VIEs shall not assign any of their respective rights or obligations with respect to their equity interests in our VIEs to any third party without the prior written consent of our WFOEs, we cannot assure you that these undertakings and arrangements will be complied with or effectively enforced. In the case any of them is breached or becomes unenforceable and leads to legal proceedings, it could disrupt our business, distract our management's attention and subject us to substantial uncertainties as to the outcome of any such legal proceedings.

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

Under applicable PRC laws and regulations, arrangements and transactions among related parties may be subject to audit or challenge by the PRC tax authorities. We could face material and adverse tax consequences if the PRC tax authorities determine that the contractual arrangements in
relation to our VIEs were not entered into on an arm's length basis in such a way as to result in an impermissible reduction in taxes under applicable PRC laws, rules and regulations, and adjust the taxable income of our VIEs in the form of a transfer pricing adjustment. A transfer pricing adjustment could, among other things, result in a reduction of expense deductions recorded by our VIEs for PRC tax purposes, which could in turn increase their tax liabilities without reducing our WFOEs' tax expenses. In addition, the PRC tax authorities may impose late payment fees and other penalties on our VIEs for the adjusted but unpaid taxes according to the applicable regulations. Our financial position could be materially and adversely affected if our VIEs' tax liabilities increase or if they are required to pay late payment fees and other penalties.

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

The variable interest entity structure has been adopted by many companies which have operations in China, including us, to obtain necessary licenses and permits in the industries that are currently subject to foreign investment restrictions in China. The Ministry of Commerce published a discussion draft of the proposed Foreign Investment Law in January 2015, according to which, variable interest entities that are controlled via contractual arrangements would also be deemed as foreign-invested entities, if they are ultimately "controlled" by foreign investors. In March 2019, the National People's Congress promulgated the Foreign Investment Law, and in December 2019, the State Council promulgated implementing rules to further clarify and elaborate the relevant provisions of the Foreign Investment Law, both of which became effective from January 1, 2020 and replaced the major existing laws and regulations governing foreign investment in the PRC. Pursuant to the Foreign Investment Law, "foreign investments" refer to investment activities conducted by foreign investors (including foreign natural persons, foreign enterprises or other foreign organizations) directly or indirectly in the PRC, and the Foreign Investment Law and the implementing rules do not introduce the concept of "control" in determining whether a company would be considered as a foreign-invested enterprise, nor do they explicitly provide whether the variable interest entity structure would be deemed as a method of foreign investment. However, the Foreign Investment Law has a catch-all provision that includes into the definition of "foreign investments" made by foreign investors in China in other methods as specified in laws, administrative regulations, or as stipulated by the State Council, and as the Foreign Investment Law and the implementing rules are newly adopted and relevant government authorities may promulgate more laws, regulations or rules on the interpretation and implementation of the Foreign Investment Law, the possibility cannot be ruled out that the concept of "control" as stated in the 2015 draft may be embodied in, or the variable interest entity structure adopted by us may be deemed as a method of foreign investment by, any of such future laws, regulations and rules. If our consolidated VIEs were deemed as a foreign-invested enterprise under any of such future laws, regulations and rules, and any of the businesses that we operate would be in the "negative list" for foreign investment and therefore be subject to foreign investment restrictions or prohibitions, further actions required to be taken by us under such laws, regulations and rules may material and adversely affect our business, financial condition and results of operations. Furthermore, if future laws, administrative regulations or rules mandate further actions to be taken by companies with respect to existing contractual arrangements, we may face substantial uncertainties as to whether we can complete such actions in a timely manner, or at all. Failure to take timely and appropriate measures to cope with any of these or similar regulatory compliance challenges could materially and adversely affect our current corporate structure, business, financial condition and results of operations.
We may lose the ability to use and enjoy assets held by our VIEs that are critical to the operation of our business if our VIEs declare bankruptcy or become subject to a dissolution or liquidation proceeding.

Our VIEs hold certain assets that may be critical to the operation of our business. If the shareholders of our VIEs breach the contractual arrangements and voluntarily liquidate our VIEs, or if our VIEs declare 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 continue some or all of our business activities, which could materially and adversely affect our business, financial condition and results of operations. In addition, if any of our VIEs undergoes an involuntary liquidation proceeding, third-party creditors may claim rights to some or all of its assets, thereby hindering our ability to operate our business, which could materially or adversely affect our business, financial condition and results of operations.

Risks Relating to Doing Business in China

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

A large majority of our operations are located in China. Accordingly, our business, prospects, financial condition and results of operations may be affected to a significant degree by political, economic and social conditions in China generally.

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

While the Chinese economy has experienced significant growth over the past decades, growth has been uneven, both geographically and among various sectors of the economy. The Chinese government has implemented various measures to encourage economic growth and guide the allocation of resources. Some of these measures may benefit the overall Chinese economy, but may have a negative effect on us. For example, our financial condition and results of operations may be adversely affected by government control over capital investments or changes in tax regulations. The growth rate of the Chinese economy has gradually slowed since 2010. Any prolonged slowdown in the Chinese economy may reduce the demand for our products and services and materially and adversely affect our business and results of operations.

Claims and/or regulatory actions against us related to anti-monopoly and/or other aspects of our business may result in our being subject to fines, constraints on or modification of our business practice, damage to our reputation, and material adverse impact on our financial condition, results of operations and prospects.

The State Administration for Market Regulation, which is the anti-monopoly enforcement agency in the PRC, has in recent years strengthened enforcement under the Anti-monopoly Law, including conducting investigations and levying significant fines with respect to concentration of undertakings, cartel activity, monopoly agreements and abusive behavior by companies with market
dominance. The State Administration for Market Regulation has recently imposed administrative penalties on various companies, including us, for failing to duly make filings as to their transactions subject to merger control review. In the past, we were fined for certain transactions where we did not obtain prior merger control clearance. In the future we may be subject to further fines, and may be required to make divestures or be subject to other administrative penalties if regulators determine that we have failed to make the required filings in relation to any of our historical investments and acquisitions or that any other aspects of our business practice have constituted a violation of the Anti-monopoly Law. As a result of the government's focus on anti-monopoly and anticipated enhanced regulation of platform enterprises, our business practice and expansion strategy may be subject to heightened regulatory scrutiny.

In addition, on February 7, 2021, the Anti-monopoly Committee of the State Council promulgated the Anti-monopoly Guidelines for the Internet Platform Economy Sector, which provide further guidance on complying with the Anti-monopoly Law for companies operating in the internet industry. The guidelines expressly stipulate that any merger or acquisitions involving variable interest entities falls within the scope of merger control review if the filing thresholds are met. Under these guidelines, examples of abuse of dominance include unreasonably locking in merchants with exclusive agreements and targeting specific customers with unreasonable big-data and algorithm-driven tailored pricing.

In order to comply with existing and new anti-monopoly or other laws and regulations and new anti-monopoly laws and regulations that may be enacted in the future, we may need to devote significant resources and efforts, including restructuring affected businesses, changing our business practice and adjusting investment activities, which may materially and adversely affect our business, growth prospects and reputation. For example, in April 2021, the State Administration for Market Regulation, together with the Cyberspace Administration and the State Administration of Taxation, held a meeting with more than 30 major internet companies in China, including us. All companies that participated in the meeting were required to conduct a self-inspection within one month to identify and correct possible violations of anti-monopoly, anti-unfair competition, tax and other related laws and regulations and submit their compliance commitments for public supervision. As of the date of this prospectus, we have completed the self-inspection and the relevant governmental authorities have conducted onsite inspections of our company. We cannot assure you that the regulatory authorities will be satisfied with our self-inspection results or that we will not be subject to any penalty with respect to any violations of anti-monopoly, anti-unfair competition, pricing, advertisement, privacy protection, food safety, product quality, tax and other related laws and regulations. We expect that these areas will receive greater and continued attention and scrutiny from regulators and the general public going forward. As a result, we may incur additional costs and expenses, devote more of our management's attention and allocate additional resources to comply with the relevant laws and regulations. If we are required to take any rectifying or remedial measures or are subject to any penalty, our reputation and business operations may be materially and adversely affected. Further, on May 14, 2021, the Ministry of Transport and several other regulators convened a meeting with multiple transport-related platforms in China including us, in which the regulators required those platforms to review their business practice in the areas of driver income, pricing, and related mechanisms and make rectifications to ensure transparency and fairness to platform participants, including passengers and drivers. Specifically, for the sake of transparency and fairness, the regulators required us to share information with the drivers on our platform about their income. We have been making efforts to meet the latest guidance from regulators, including issuing public letters to drivers to explain our future periodic statements to each driver setting forth details of the driver's income with us, beginning from July 2021. We will review and modify our business practice continually to ensure compliance with regulatory requirements and guidance. However, we cannot assure you that measures to be taken by us will satisfy the requirements of the regulators, nor that the regulators will not require us to make
additional changes to various aspects of our business practice. Claims and/or regulatory actions against us related to various aspects of our business practice may result in our being subject to fines, constraints on or modification of our business practice, damage to our reputation, and material adverse impact on our financial condition, results of operations and prospects.

Any lawsuits, regulatory investigations or administrative proceedings relating to anti-monopoly, anti-unfair competition, pricing, advertisement, privacy protection or other matters initiated against us could also result in our being subject to regulatory actions and constraints on our completed or future investments and acquisitions, which could include forced termination of any agreements or transactions that may be determined by governmental authorities to be in violation of anti-monopoly laws or the relevant filing requirements, required divestitures, limitations on certain pricing and business practices and/or significant fines. As a result, we may be subject to significant difficulties in operating our current business and pursuing our investment and acquisition strategy. Any of the above circumstances could materially and adversely affect our business, operations, reputation and brand.

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

The PRC legal system is a civil law system based on written statutes, where prior court decisions have limited precedential value. The PRC legal system is evolving rapidly, and the interpretations of many laws, regulations and rules may contain inconsistencies and enforcement of these laws, regulations and rules involves uncertainties. Although we have taken measures to comply with the laws and regulations applicable to our business operations and to avoid conducting any non-compliant activities under these laws and regulations, the PRC governmental authorities may promulgate new laws and regulations regulating our business. Moreover, developments in our industry may lead to changes in PRC laws, regulations and policies or in the interpretation and application of existing laws, regulations and policies. As a result, we may be required by the regulators to upgrade the licenses or permits we have obtained, to obtain additional licenses, permits, approvals, to complete additional filings or registrations for the services we provide, or to modify our business practices. Any failure to upgrade, obtain or maintain such licenses, permits, filings or approvals or requirement to modify our business practices may subject us to various penalties, including, among others, the confiscation of revenues and imposition of fines. We cannot assure you that our business operations would not be deemed to violate any existing or future PRC laws or regulations, which in turn may limit or restrict us, and could materially and adversely affect our business and operations.

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. These uncertainties may impede our ability to enforce the contracts we have entered into and could materially and adversely affect our business and results of operations.

Furthermore, the PRC legal system is based, in part, on government policies and internal rules, some of which are not published in a timely manner, or at all, but which may have retroactive effect. As a result, we may not always be aware of any potential violation of these policies and rules. Such unpredictability towards our contractual, property (including intellectual property) and procedural rights could adversely affect our business and impede our ability to continue our operations.
Recent litigation and negative publicity surrounding China-based companies listed in the United States may negatively impact the trading price of our ADSs.

We believe that recent litigation and negative publicity surrounding companies with operations in China that are listed in the United States have negatively impacted the stock prices of these companies. Certain politicians in the United States have publicly warned investors to shun China-based companies listed in the United States. The SEC and the Public Company Accounting Oversight Board (United States), or the PCAOB, also issued a joint statement on April 21, 2020, reiterating the disclosure, financial reporting and other risks involved in the investments in companies that are based in emerging markets as well as the limited remedies available to investors who might take legal action against such companies. Furthermore, various equity-based research organizations have recently published reports on China-based companies after examining their corporate governance practices, related party transactions, sales practices and financial statements, and these reports have led to special investigations and listing suspensions on U.S. national exchanges. Any similar scrutiny on us, regardless of its lack of merit, could cause the market price of our ADSs to fall, divert management resources and energy, cause us to incur expenses in defending ourselves against rumors, and increase the premiums we pay for director and officer insurance.

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

The Holding Foreign Companies Accountable Act, or the HFCA Act, was enacted on December 18, 2020. The HFCA Act states if the SEC determines that we have filed audit reports issued by a registered public accounting firm that has not been subject to inspection by the PCAOB for three consecutive years beginning in 2021, the SEC shall prohibit our shares or ADSs from being traded on a national securities exchange or in the over the counter trading market in the U.S.

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

On March 24, 2021, the SEC adopted interim final rules relating to the implementation of certain disclosure and documentation requirements of the HFCA Act. We will be required to comply with these rules if the SEC identifies us as having a "non-inspection" year under a process to be subsequently established by the SEC. The SEC is assessing how to implement other requirements of the HFCA Act, including the listing and trading prohibition requirements described above.

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

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

The PCAOB's inability to conduct inspections in China prevents it from fully evaluating the audit 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, but there is no certainty that any agreement will be reached.

If additional remedial measures are imposed on the "big four" PRC-based accounting firms, including our independent registered public accounting firm, in administrative proceedings brought by the SEC alleging such firms' failure to meet specific criteria set by the SEC with respect to requests for the production of documents, we could fail to timely file future financial statements in compliance with the requirements of the Exchange Act.

Starting in 2011 the Chinese affiliates of the "big four" accounting firms, including our independent registered public accounting firm, were affected by a conflict between U.S. and Chinese law. Specifically, for certain U.S.-listed companies operating and audited in mainland China, the SEC and the PCAOB sought to obtain from the Chinese firms access to their audit work papers and related documents. The firms were, however, advised and directed that under Chinese law, they could not respond directly to the U.S. regulators on those requests, and that requests by foreign regulators for access to such papers in China had to be channeled through the CSRC.

In late 2012, this impasse led the SEC to commence administrative proceedings under Rule 102I of its Rules of Practice and also under the Sarbanes-Oxley Act of 2002 against the Chinese accounting firms, including our independent registered public accounting firm. A first instance trial of the proceedings in July 2013 in the SEC's internal administrative court resulted in
an adverse judgment against the firms. The administrative law judge proposed penalties on the firms including a temporary suspension of their right to practice before the SEC, although that proposed penalty did not take effect pending review by the Commissioners of the SEC. On February 6, 2015, before a review by the Commissioner had taken place, the firms reached a settlement with the SEC. Under the settlement, the SEC accepts that future requests by the SEC for the production of documents will normally be made to the CSRC. The firms will receive matching Section 106 requests, and are required to abide by a detailed set of procedures with respect to such requests, which in substance require them to facilitate production via the CSRC. If they fail to meet specified criteria, the SEC retains authority to impose a variety of additional remedial measures on the firms depending on the nature of the failure. Remedies for any future noncompliance could include, as appropriate, an automatic six-month bar on a single firm's performance of certain audit work, commencement of a new proceeding against a firm, or, in extreme cases, the resumption of the current proceeding against all four firms. If additional remedial measures are imposed on the Chinese affiliates of the "big four" accounting firms, including our independent registered public accounting firm, in administrative proceedings brought by the SEC alleging the firms' failure to meet specific criteria set by the SEC with respect to requests for the production of documents, 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 final outcome, listed companies in the United States with major PRC operations may find it difficult or impossible to retain auditors in respect of their operations in the PRC, which could result in financial statements being determined not to be in compliance with the requirements of the Exchange Act, including possible delisting. Moreover, any negative news about any such future proceedings against these audit firms may cause investor uncertainty regarding China-based, U.S.-listed companies and the market price of our ADSs may be adversely affected.

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

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

We are a Cayman Islands holding company and we rely principally on dividends and other distributions on equity from our PRC subsidiary for our cash requirements, including the funds necessary to pay dividends and other cash distributions to our shareholders for services of 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, our PRC subsidiary, which is a foreign-owned enterprise, may pay dividends only out of its respective accumulated profits as determined in accordance with PRC accounting standards and regulations. In addition, a foreign-owned enterprise is required to set aside at least 10% of its accumulated after-tax profits each year, if any, to fund a certain statutory reserve fund, until the aggregate amount of such fund reaches 50% of its registered capital. Such reserve funds cannot be distributed to us as dividends. Some of our subsidiaries are required to allocate general risk reserves prior to the distribution of dividends.

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

The PRC government may continue to strengthen its capital controls, and more restrictions and substantial vetting process may be put forward by SAFE for cross-border transactions falling under both the current account and the capital account. Any limitation on the ability of our PRC subsidiary to pay dividends or make other kinds of payments to us could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our business, pay dividends, or otherwise fund and conduct our business.

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

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

China's overall economy and the average wage in China have increased in recent years and are expected to continue to grow. The average wage level for our employees has also increased in recent years. We expect that our labor costs, including wages and employee benefits, will continue to increase. Unless we are able to pass on these increased labor costs to those who pay for our services, our profitability and results of operations may be materially and adversely affected. In addition, if drivers on our platform are reclassified as employees instead of independent directors, our labor costs will be substantially increased, which could adversely affect our business and results of operations. See also “— Risk Relating to Our Business — Our business would be adversely affected if drivers were classified as employees, workers or quasi-employees”.

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

We engage independent third-party service providers to recruit certain third-party workers at our request, such as customer service, and to settle payment of service fees to such third-party service providers for us. However, we cannot preclude the possibility that these workers supplied by third-party service providers may be classified as "dispatched workers" by courts, arbitration tribunals or government agencies. In December 2012, the Labor Contract Law was amended and in January 2014, the Interim Provisions on Labor Dispatch was promulgated, to impose more stringent requirements on the use of employees of temp agencies, who are known in China as "dispatched workers". For example, the number of dispatched workers may not exceed a certain percentage of the total number of employees and the dispatched workers can only engage in temporary, auxiliary
or substitutable work. However, since the application and interpretation of the Labor Contract Law and the Interim Provisions on Labor Dispatch are limited and uncertain, we cannot assure you our business operation will be deemed to be in full compliance with them. If we are found to be in violation of any requirements under the Labor Contract Law, the Interim Provisions on Labor Dispatch or their related rules and regulations, we may be ordered by the labor authority to rectify the non-compliance by entering into written employment contracts with the deemed "dispatched workers", or be subject to regulatory penalty, other sanction or liability or be subject to labor disputes.

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

Failure to make adequate contributions to various employee benefit plans and withhold individual income tax on employees' salaries as required by PRC regulations or comply with laws and regulations on other employment practices may subject us to penalties.

Companies operating in China are required to participate in various government sponsored employee benefit plans, including certain social insurance, housing funds and other welfare-oriented payment obligations, and contribute to the plans in amounts equal to certain percentages of salaries, including bonuses and allowances, of our employees up to a maximum amount specified by the local government from time to time at locations where we operate our businesses. The requirement of employee benefit plans has not been implemented consistently by the local governments in China given the different levels of economic development in different locations. We cannot assure you that our practices will be deemed to be in compliance with the abovementioned employee benefit plan requirements in all aspects. For example, certain of our PRC subsidiaries and VIEs engage third-party human resources agencies to make social insurance and housing fund contributions for some of their employees, and there is no assurance that such third party agencies have made or will make such contributions in a full or in a timely manner. The relevant PRC authorities may require us to pay, or in the case of any shortfalls, to cover, such social insurance and housing fund contributions. We may also become subject to fines and legal sanctions due to any failure to make social insurance and housing fund contributions for our employees. Companies operating in China are also required to withhold individual income tax on employees' salaries based on the actual salary of each employee upon payment. With respect to the underpaid employee benefits, we may be required to complete registrations, make up the contributions for these plans as well as to pay late fees and fines. With respect to the under-withheld individual income tax, we may be required to make up sufficient withholding and pay late fees and fines. If we are subject to late fees or fines in relation to the underpaid employee benefits and under-withheld individual income tax, our financial condition and results of operations may be adversely affected. We may also be subject to regulatory investigations and other penalties if our other employment practices are deemed to be in violation of relevant PRC laws and regulations.

Failure to comply with PRC laws and regulations on leased property may expose us to potential fines and negatively affect our ability to use the properties we lease.

Certain of our leasehold interests in leased properties have not been registered with the relevant PRC government authorities as required by PRC law, which may expose us to potential fines if we fail to remediate after receiving any notice from the relevant PRC government authorities.
Furthermore, a few of our lessors have mortgaged the properties that we are renting. In the event that these properties are foreclosed on due to the lessors’ failure to perform their obligations to the creditors, we may not be able to continue to use such leased properties and may incur additional expenses for relocation.

Our lessors are required to comply with various laws and regulations to enable them to have effective titles of their properties to lease for our use. For instance, properties used for business operations and the underlying land should be approved for commercial use purposes by competent government authorities. Failure to do so may subject the lessors to monetary fines or other penalties and may lead to the invalidation or termination of our leases by competent government authorities, and therefore may adversely affect our ability to use the leased properties. In addition, certain lessors of our leased properties have not provided us with valid property ownership certificates or any other documentation proving their right to lease those properties to us. If our lessors are not the owners of the properties or they have not obtained consents from the owners or their lessors or permits from the relevant government authorities, our leases could be invalidated.

If any of our leases is terminated as a result of challenges by third parties or governmental authorities for lack of title certificates or proof of authorization to lease, we do not expect to be subject to any fines or penalties, but we may be forced to relocate the affected offices and incur additional expenses relating to such relocation.

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

The conversion of Renminbi into foreign currencies, including U.S. dollars, is based on rates set by the People’s Bank of China. The Renminbi has fluctuated against the U.S. dollar, at times significantly and unpredictably. The value of Renminbi against the U.S. dollar and other currencies is affected by changes in China’s political and economic conditions and by China’s foreign exchange policies, among other things. 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.

Any significant appreciation or depreciation of Renminbi may materially and adversely affect our revenues, earnings and financial position, and the value of, and any dividends payable on, our ADSs in U.S. dollars. For example, to the extent that we need to convert U.S. dollars we receive into Renminbi to pay our operating expenses, appreciation of Renminbi against the U.S. dollar would have an adverse effect on the RMB amount we would receive from the conversion. Conversely, a significant depreciation of Renminbi against the U.S. dollar may significantly reduce the U.S. dollar equivalent of our earnings, which in turn could adversely affect the price of our ADSs.

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 to reduce our exposure to foreign currency exchange risk. While we may decide to enter into additional 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. As a result, fluctuations in exchange rates may have a material adverse effect on your investment.
PRC regulation of loans to and direct investment in PRC entities by offshore holding companies and governmental control of currency conversion may delay or prevent us from using the proceeds of this offering to make loans or additional capital contributions to our PRC subsidiary, our VIEs and their subsidiaries, 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, our VIEs and their subsidiaries. We may make loans to our PRC subsidiaries, our VIEs and their subsidiaries, 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 ways are subject to PRC regulations and approvals or registration. For example, loans by us to our wholly owned PRC subsidiary to finance its activities cannot exceed statutory limits and must be registered with the local counterpart of SAFE. If we decide to finance our wholly owned PRC subsidiary by means of capital contributions, these capital contributions are subject to registration with the State Administration for Market Regulation or its local branch, reporting of foreign investment information with the Ministry of Commerce, or 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 VIEs, which are PRC domestic companies. Further, we are not likely to finance the activities of our VIEs by means of capital contributions due to regulatory restrictions relating to foreign investment in PRC domestic enterprises engaged in certain businesses.

SAFE promulgated the Notice of the State Administration of Foreign Exchange on Reforming the Administration of Foreign Exchange Settlement of Capital of Foreign-invested Enterprises, or SAFE Circular 19, effective June 2015, according to which 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. SAFE subsequently issued several circulars in the following years to provide additional guidelines on the use by foreign invested enterprises of the income under their capital accounts generated from their capital, foreign debt and overseas listing. However, the interpretation and enforcement of SAFE Circular 19 and other circulars remain subject to uncertainty and potential future policy changes from the SAFE.

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 to our PRC subsidiaries or VIEs or future capital contributions by us to our PRC subsidiaries. As a result, uncertainties exist as to our ability to provide prompt financial support to our PRC subsidiaries or VIEs when needed. If we fail to complete such registrations or obtain such approvals, our ability to use the proceeds we expect to receive from this offering and to capitalize or otherwise fund our PRC operations may be negatively affected, which could materially and adversely affect our liquidity and our ability to fund and expand our business.
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 RMB into foreign currencies and, in certain cases, the remittance of currency out of China. We receive over 90% of our revenues in RMB. Under our current corporate structure, our company in the Cayman Islands may rely on dividend payments 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, such as profit distributions and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval from SAFE by complying with certain procedural requirements. Therefore, our wholly foreign-owned subsidiaries in China are able to pay dividends in foreign currencies to us without prior approval from SAFE, subject to the condition that the remittance of such dividends outside of the PRC complies with certain procedures under PRC foreign exchange regulation, such as the overseas investment registrations by our shareholders or the ultimate shareholders of our corporate shareholders who are PRC residents. But approval from or registration with appropriate government authorities or delegated banks is required where RMB 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. The PRC government may also at its discretion 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 our ADSs.

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

In July 2014, SAFE promulgated the Circular on Relevant Issues Concerning Foreign Exchange Control on Domestic Residents’ Offshore Investment and Financing and Roundtrip Investment Through Special Purpose Vehicles, or SAFE Circular 37. SAFE Circular 37 requires PRC residents (including PRC individuals and PRC corporate entities as well as foreign individuals that are deemed as PRC residents for foreign exchange administration purposes) to register with SAFE or its local branches in connection with their direct or indirect offshore investment activities. SAFE Circular 37 further requires amendment to the SAFE registrations in the event of any changes with respect to the basic information of the offshore special purpose vehicle, such as change of a PRC individual shareholder, name and operation term, or any significant changes with respect to the offshore special purpose vehicle, such as increase or decrease of capital contribution, share transfer or exchange, or mergers or divisions. SAFE Circular 37 is applicable to our shareholders who are PRC residents and may be applicable to any offshore acquisitions that we make in the future. According to the Notice on Further Simplifying and Improving Policies for the Foreign Exchange Administration of Direct Investment released on February 13, 2015 by the SAFE, local banks will examine and handle foreign exchange registration for overseas direct investment, including the initial foreign exchange registration and amendment registration, under SAFE Circular 37 from June 1, 2015. The PRC residents shall, by themselves or entrusting accounting firms or banks, file with the online information system designated by SAFE with respect to its existing rights under offshore direct investment each year prior to the requisite time.

We may not be fully informed of the identities of all the PRC residents or entities holding direct or indirect interest in our company, nor can we compel our shareholders or beneficial owners to comply with SAFE registration requirements. We cannot assure you that all shareholders or beneficial owners of ours who are PRC residents or entities have complied with, and will in the future, obtain or update any applicable registrations or approvals required by, SAFE regulations.
The failure or inability of such shareholders or beneficial owners to comply with SAFE 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. As a result, our business operations and our ability to distribute profits to you could be materially and adversely affected.

**The M&A Rules and certain other PRC regulations may make it more difficult for us to pursue growth through acquisitions in China.**

The Regulations on Mergers and Acquisitions of Domestic Companies by Foreign Investors, or the M&A Rules, adopted by six PRC regulatory agencies in 2006 and amended in 2009, and some other regulations and rules concerning mergers and acquisitions established complex procedures and requirements for acquisition of Chinese companies by foreign investors, including requirements in some instances that the Ministry of Commerce of the PRC be notified in advance of any change-of-control transaction in which a foreign investor takes control of a PRC domestic enterprise. Moreover, the Anti-monopoly Law promulgated by the Standing Committee of the National People's Congress requires that transactions which are deemed concentrations and involve parties with specified turnover thresholds must be cleared by the anti-monopoly enforcement agency before they can be completed. In addition, the Measures for the Security Review of Foreign Investment promulgated by the NDRC and the Ministry of Commerce in December 2020 specify that foreign investments in military, national defense-related areas or in locations in proximity to military facilities, or foreign investments that would result in acquiring the actual control of assets in certain key sectors, such as critical agricultural products, energy and resources, equipment manufacturing, infrastructure, transport, cultural products and services, information technology, Internet products and services, financial services and technology sectors, are required to obtain approval from designated governmental authorities in advance.

In the future, we may pursue potential strategic acquisitions that are complementary to our business and operations. Complying with the requirements of the above-mentioned regulations and other rules to complete such transactions could be time-consuming, and any required approval processes may delay or inhibit our ability to complete such transactions, which could affect our ability to expand our business or maintain our market share. Furthermore, according to the M&A Rules, if a PRC entity or individual plans to merge or acquire its related PRC entity through an overseas company legitimately incorporated or controlled by such entity or individual, such a merger and acquisition will be subject to examination and approval by the Ministry of Commerce. There is a possibility that the PRC regulators may promulgate new rules or explanations requiring that we obtain the approval of the Ministry of Commerce or other PRC governmental authorities for our completed or ongoing mergers and acquisitions. There is no assurance that we can obtain such approval from the Ministry of Commerce or any other relevant PRC governmental authorities for our mergers and acquisitions, and if we fail to obtain those approvals, we may be required to suspend our acquisition and be subject to penalties. Any uncertainties regarding such approval requirements could have a material adverse effect on our business, results of operations and corporate structure.

**The approval of the China Securities Regulatory Commission may be required in connection with this offering under PRC law.**

The M&A Rules requires overseas special purpose vehicles that are controlled by PRC companies or individuals formed for the purpose of seeking a public listing on an overseas stock exchange through acquisitions of PRC domestic companies using shares of such special purpose vehicles or held by their shareholders as considerations to obtain the approval of the China Securities Regulatory Commission.
Securities Regulatory Commission, or the CSRC, prior to the listing and trading of such special purpose vehicle’s securities on an overseas stock exchange. However, the application of the M&A Rules remains unclear. If CSRC approval is required, it is uncertain whether it would be possible for us to obtain the approval. 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 has advised us based on their understanding of the current PRC laws, regulations and rules that the CSRC’s approval may not be required for the listing and trading of our ADSs on the [NYSE/Nasdaq] in the context of this offering, given that: (i) the CSRC currently has not issued any definitive rule or interpretation concerning whether offerings like ours in this prospectus are subject to this regulation, (ii) each of our WFOEs was incorporated as a wholly foreign-owned enterprise by means of direct investment rather than by merger or acquisition of equity interest or assets of a PRC domestic company owned by PRC companies or individuals as defined under the M&A Rules, and (iii) no explicit provision in the M&A Rules clearly classifies contractual arrangements as a type of acquisition transaction subject to such 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, regulations and rules 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 does. If it is determined that CSRC approval is required for this offering, we may face sanctions by the CSRC or other PRC regulatory agencies for failure to obtain or delay in obtaining CSRC approval for this offering. These sanctions may include fines and penalties on our operations in China, limitations on our operating privileges in China, delays in or restrictions on the repatriation of the proceeds from this offering into the PRC, restrictions on or prohibition of the payments or remittance of dividends by our subsidiaries in China, or other actions that could have a material and adverse effect on our business, financial condition, results of operations, reputation and prospects, as well as the trading price of our ADSs. The CSRC or other PRC regulatory agencies may also take actions requiring us, or making it advisable for us, to halt this offering before the settlement and delivery of the ADSs that we are offering. Consequently, if you engage in market trading or other activities in anticipation of and prior to the settlement and delivery of the ADSs we are offering, you would be doing so at the risk that the settlement and delivery may not occur. In addition, if the CSRC or other regulatory agencies later promulgate new rules or explanations requiring that we obtain their approvals for this offering, we may be unable to obtain a waiver of such approval requirements.

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

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

In addition, the State Administration of Taxation has issued certain circulars concerning employee share options and restricted shares. Under these circulars, our employees working in China who exercise share options or are granted restricted shares will be subject to PRC individual income tax. Our PRC subsidiary has obligations to file documents related to employee share options or restricted shares with relevant tax authorities and to withhold individual income taxes of those employees who exercise their share options or are granted restricted share. If our employees fail to pay or we fail to withhold their income taxes according to relevant laws and regulations, we may face sanctions imposed by the tax authorities or other PRC government authorities.

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

Under the Enterprise Income Tax Law and its implementation rules, an enterprise established outside of the PRC with a "de facto management body" within the PRC is considered a PRC resident enterprise and will be subject to the enterprise income tax on its global income at the rate of 25%. The implementation rules define the term "de facto management body" as the body that exercises full and substantial control over and overall management of the business, productions, personnel, accounts and properties of an enterprise. In 2009, the State Administration of Taxation issued a circular, known as 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 Circular 82 only applies to offshore enterprises controlled by PRC enterprises or PRC enterprise groups, not those controlled by PRC individuals or foreigners like us, 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 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 that 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 we are a PRC resident enterprise for enterprise income tax purposes, we will be subject to the enterprise income tax on our global income at the rate of 25% and we will be required to comply with PRC enterprise income tax reporting obligations. In addition, dividends that we pay and gains realized on the sale or other disposition of our ADSs or ordinary shares may be subject to PRC tax, at a rate of 10% in the case of non-PRC enterprises or 20% in the case of non-PRC individuals (in each case, subject to the provisions of any applicable tax treaty), if such dividends or gains are deemed to be from PRC sources. It is unclear whether non-PRC shareholders of our company would be able to claim the
benefits of any tax treaties between their country of tax residence and the PRC in the event that we are treated as a PRC resident enterprise. Any such tax may reduce the returns on your investment in the ADSs.

In addition to the uncertainty as to the application of the "resident enterprise" classification, we cannot assure you that the PRC government will not amend or revise the taxation laws, rules and regulations to impose stricter tax requirements or higher tax rates. Any of such changes could materially and adversely affect our financial condition and results of operations.

We face uncertainty with respect to indirect transfers 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, the State Administration of Taxation 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, the State Administration of Taxation 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 came into effect on December 1, 2017. SAT Bulletin 37 further clarifies the practice and procedure of the withholding of nonresident enterprise income tax.

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

The PRC tax authorities have the discretion under SAT Bulletin 7 to make adjustments to the taxable capital gains based on the difference between the fair value of the taxable assets transferred and the cost of investment. If the PRC tax authorities make adjustments to the taxable income of the transactions under SAT Bulletin 7, our income tax costs associated with such transactions will be increased, which may have an adverse effect on our financial condition and results of operations. We cannot assure you that the PRC tax authorities will not, at their discretion, adjust any capital gains and impose tax return filing obligations on us or require us to provide assistance to them for the investigation of any transactions we were involved in. Heightened scrutiny over acquisition transactions by the PRC tax authorities may have a negative impact on potential acquisitions we may pursue in the future.
If the custodians or authorized users of controlling non-tangible assets of our company, including our corporate chops and seals, fail to fulfill their responsibilities, or misappropriate or misuse these assets, our business and operations could be materially and adversely affected.

Under PRC law, legal documents for corporate transactions are executed using the chops or seal of the signing entity or with the signature of a legal representative whose designation is registered and filed with the relevant branch of the Administration for Market Regulation. Although we usually utilize chops to enter into contracts, the designated legal representatives of our WFOEs, our VIEs and their subsidiaries have the apparent authority to enter into contracts on behalf of these entities without chops and bind the entities. The designated legal representatives of our PRC entities have signed employment agreements with us or these PRC entities under which they agree to abide by various duties. In order to maintain the physical security of our chops and chops of our PRC entities, we generally store these items in secured locations accessible only by the authorized personnel in the administrative department of each of our subsidiaries. Although we monitor such authorized personnel, there is no assurance such procedures will prevent all instances of abuse or negligence. Accordingly, if any of our authorized personnel misuse or misappropriate our corporate chops or seals, we could encounter difficulties in maintaining control over the relevant entities and experience significant disruption to our operations. If a designated legal representative obtains control of the chops in an effort to obtain control over our PRC entities, we or our PRC entities would need to pass a new shareholder or board resolution to designate a new legal representative and we would need to take legal action to seek the return of the chops, apply for new chops with the relevant authorities, or otherwise seek legal redress for the violation of the representative’s fiduciary duties to us, which could involve significant time and resources and divert management attention away from our regular business. In addition, the affected entities may not be able to recover corporate assets that are sold or transferred out of our control in the event of such a misappropriation if a transferee relies on the apparent authority of the representative and acts in good faith.

Risks
Relating
to
Our
ADSs
and
This
Offering

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

Prior to this initial public offering, there has been no public market for our shares or ADSs. We will apply to list our ADSs on the [NYSE/Nasdaq]. Our shares will not be listed on any exchange or quoted for trading on any over-the-counter trading system. If an active trading market for our ADSs does not develop after this offering, the market price and liquidity of our ADSs will be materially and adversely affected.

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

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

The trading price of our 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, including 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. The securities of some of these companies have experienced significant volatility since their initial public offerings.
including, in some cases, substantial price declines in their trading prices. The trading performance of the securities of these Chinese companies may affect the attitudes of investors toward Chinese companies listed in the United States in general and consequently may impact the trading performance of our ADSs, regardless of our actual operating performance.

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

- actual or anticipated variations in our revenues, earnings, cash flow, or key operating metrics;
- financial projections we may provide to the public, any changes in those projections and any failure to meet those projections;
- announcements of new investments, acquisitions, strategic partnerships or joint ventures by us or our competitors;
- announcements of new services, solutions, products by us or our competitors;
- changes in financial targets published by securities analysts or any failure by us to meet those targets or the expectations of investors;
- detrimental adverse publicity about us, our services or our industry;
- announcements of new regulations, rules or policies relevant to our business;
- additions or departures of key personnel;
- 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.

These or other factors may result in large and sudden changes in the volume and price at which our 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 are 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.

*The market price and trading volume for our ADSs may be adversely affected by the decisions of securities or industry analysts.*

The trading market for our ADSs will be influenced by the research that securities or industry analysts publish about us or our business. If analysts do not establish or maintain research coverage of us, or if analysts downgrade our ADSs or publish unfavorable research about our business, the market price for our ADSs would likely decline. If analysts cease coverage of our company or fail to publish research on us regularly, we could lose visibility in the financial markets, which, in turn, could cause the market price or trading volume for our ADSs to decline.
Our reported financial results may be adversely affected by changes in accounting principles.

The accounting for our business is complicated, particularly in the area of revenue recognition, and is subject to change based on the evolution of our business model, interpretations of relevant accounting principles, enforcement of existing or new regulations, and changes in SEC or other agency policies, rules, regulations, and interpretations, of accounting regulations. Changes to our business model and accounting methods could result in changes to our financial statements, including changes in revenues and expenses in any period, or in certain categories of revenues and expenses moving to different periods, may result in materially different financial results, and may require that we change how we process, analyze, and report financial information and our financial reporting controls.

As a result of being a public company, we are obligated to develop and maintain proper and effective internal controls over financial reporting, and any failure to maintain the adequacy of these internal controls may adversely affect investor confidence in our company and, as a result, the value of our common stock.

We are required, pursuant to Section 404 of the Sarbanes-Oxley Act ("Section 404"), to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting for the year ending December 31, 2022. This assessment will need to include disclosure of any material weaknesses identified by our management in our internal control over financial reporting. In addition, our independent registered public accounting firm will be required to attest to the effectiveness of our internal control over financial reporting for the year ending December 31, 2022. We are required to disclose changes in internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting on an annual basis.

We have commenced the costly and challenging process of compiling the system and processing documentation necessary to perform the evaluation needed to comply with Section 404, and we may not be able to complete our evaluation, testing, and any required remediation in a timely fashion. Our compliance with Section 404 will require that we incur substantial accounting expense and expend significant management efforts. In addition, as our business continues to grow in size and complexity, we are improving our processes and infrastructure to help ensure we can prepare financial reporting and disclosures within the timeline required for a public company. We may need to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge to compile the system and process documentation necessary to perform the evaluation needed to comply with Section 404. In addition, prior to completing our internal control assessment under Section 404, we may become aware of and disclose material weaknesses that will require timely remediation. Due to our significant growth, we face challenges in timely and appropriately designing controls in response to evolving risks of material misstatement. During the evaluation and testing process of our internal controls, if we identify one or more material weaknesses in our internal control over financial reporting, we will be unable to assert that our internal control over financial reporting is effective.

We cannot assu re you that there will not be material weaknesses in our internal control over financial reporting in the future. Any failure to maintain internal control over financial reporting could severely inhibit our ability to accurately report our financial condition or operating results. If we are unable to conclude that our internal control over financial reporting is effective, or if our independent registered public accounting firm determines we have a material weakness in our internal control over financial reporting, we could lose investor confidence in the accuracy and completeness of our financial reports, the market price of our common stock could decline, and we could be subject to sanctions or investigations by the stock exchange on which our securities are listed, the SEC or other regulatory authorities. Failure to remedy any material weakness in our
internal control over financial reporting, or to implement or maintain these and other effective control systems required of public companies, could also restrict our future access to the capital markets.

Our proposed dual-class voting structure will limit your ability to influence corporate matters and could discourage others from pursuing any change of control transactions that holders of our Class A ordinary shares and ADSs may view as beneficial.

Our authorized share capital will be divided into Class A ordinary shares and Class B ordinary shares effective immediately prior to the completion of this offering (with certain shares remaining undesignated, with power for our directors to designate and issue such classes of shares as they think fit). Holders of Class A ordinary shares will be entitled to one vote per share, while holders of Class B ordinary shares will be entitled to votes per share. We will issue Class A ordinary shares represented by our ADSs in this offering. Each Class B ordinary share is convertible into one Class A ordinary share at any time by the holder thereof, while Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances. After this offering, the holder of Class B ordinary shares will have the ability to control matters requiring shareholders' approval, including any amendment of our memorandum and articles of association. Any future issuances of Class B ordinary shares may be dilutive to the voting power of holders of Class A ordinary shares. Any conversions of Class B ordinary shares into Class A ordinary shares may dilute the percentage ownership of the existing holders of Class A ordinary shares within their class of ordinary shares. Such conversions may increase the aggregate voting power of the existing holders of Class A ordinary shares. In the event that we have multiple holders of Class B ordinary shares in the future and certain of them convert their Class B ordinary shares into Class A ordinary shares, the remaining holders who retain their Class B ordinary shares may experience increases in their relative voting power.

Upon the completion of this offering, will beneficially own all of our issued Class B ordinary shares. These Class B ordinary shares will constitute % of our total issued and outstanding share capital immediately after the completion of this offering and % of the aggregate voting power of our total issued and outstanding share capital immediately after the completion of this offering due to the disparate voting powers associated with our dual-class share structure, assuming the underwriters do not exercise their option to purchase additional ADSs. As a result of the dual-class share structure and the concentration of ownership, holders of Class B ordinary shares will have considerable influence over matters such as decisions regarding mergers and consolidations, election of directors and other significant corporate actions. Such holders may take actions that are not in the best interest of us or our other shareholders. This concentration of ownership may discourage, delay or prevent a change in control of our company, which could have the effect of depriving our other shareholders of the opportunity to receive a premium for their shares as part of a sale of our company and may reduce the price of our ADSs. This concentrated control will limit your ability to influence corporate matters and could discourage others from pursuing any potential merger, takeover or other change of control transactions that holders of Class A ordinary shares and ADSs may view as beneficial.

The dual-class structure of our ordinary shares may adversely affect the trading market for our ADSs.

Certain shareholder advisory firms have announced changes to their eligibility criteria for inclusion of shares of public companies on certain indices, including the S&P 500, to exclude companies with multiple classes of shares and companies whose public shareholders hold no more than 5% of total voting power from being added to such indices. In addition, several shareholder advisory firms have announced their opposition to the use of multiple class structures. As a result,
the dual-class structure of our ordinary shares may prevent the inclusion of our ADSs representing Class A ordinary shares in such indices and may cause shareholder advisory firms to publish negative commentary about our corporate governance practices or otherwise seek to cause us to change our capital structure. Any such exclusion from indices could result in a less active trading market for our ADSs. Any actions or publications by shareholder advisory firms critical of our corporate governance practices or capital structure could also adversely affect the value of our ADSs.

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

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

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

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

If you purchase ADSs in this offering, you will pay more for your ADSs than the amount paid by our existing shareholders for their ordinary shares on a per ADS basis. As a result, you will experience immediate and substantial dilution of US$ per ADS, representing the difference between the initial public offering price of US$ per ADS, the midpoint of the estimated public offering price range shown on the front cover of this prospectus, and our net tangible book value per ADS as of , 2021, after giving effect to the net proceeds we receive from this offering. See "Dilution" for a more complete description of how the value of your investment in the ADSs will be diluted upon the completion of this offering.

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

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

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

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

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, 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. 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. Upon the completion of this offering, we will have ordinary shares issued and outstanding, among which ordinary shares are in the form of ADSs, which are freely transferable without restriction or additional registration under the Securities Act. The remaining ordinary shares outstanding will be available for sale, subject to volume and other restrictions as applicable under Rules 144 and 701 under the Securities Act. Certain holders of our ordinary shares may cause us to register under the Securities Act the sale of their shares, subject to the applicable lock-up period. Registration of these shares under the Securities Act would result in ADSs representing these shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration. Sales of these registered shares in the form of ADSs in the public market could cause the price of our ADSs to decline.

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

A non-U.S. corporation, such as our company, will be classified as a passive foreign investment company, or PFIC, for any taxable year if either (1) at least 75% of its gross income for such year consists of certain types of “passive” income; or (2) at least 50% of the value of its assets (generally determined on the basis of a quarterly average) during such year is attributable to assets that produce passive income or are held for the production of passive income (the “asset test”). Although the law in this regard is not entirely clear, we treat our VIEs and their subsidiaries as being owned by us for U.S. federal income tax purposes because we control their management.
decisions and are entitled to substantially all of the economic benefits associated with them. As a result, we consolidate their results of operations in our consolidated U.S. GAAP financial statements. If it were determined, however, that we are not the owner of our VIEs and their subsidiaries for U.S. federal income tax purposes, we may be treated as a PFIC for the current taxable year and any subsequent taxable year. Assuming that we are the owner of our VIEs and their subsidiaries for U.S. federal income tax purposes, and based on the current and anticipated value of our assets and composition of our income and assets (taking into account the expected cash proceeds from, and our anticipated market capitalization following, this offering), we do not presently expect to be a PFIC for the current taxable year or the foreseeable future.

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

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

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 ADSs.

[Our post-offering memorandum and articles of association contain certain provisions to limit the ability of others to acquire control of our company or cause us to engage in change-of-control transactions, including a provision that grants authority to our board of directors to establish and issue from time to time one or more series of preferred shares without action by our shareholders and to determine, with respect to any series of preferred shares, the terms and rights of that series, any or all of which may be greater than the rights associated with our ordinary shares in the form of ADSs. These provisions could have the effect of depriving our shareholders of the opportunity to sell their shares at a premium over the prevailing market price by discouraging third parties from seeking to obtain control of our company in a tender offer or similar transactions.]

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

[Our post-offering memorandum and articles of association provide that the federal district courts of the United States are the exclusive forum within the United States (or, if the United States District Court for the Southern District of New York lacks subject matter jurisdiction over a particular dispute, the state courts in New York County, New York) for the resolution of any complaint asserting a cause of action arising out of or relating in any way to the federal securities laws of the United States, regardless of whether such legal suit, action, or proceeding also involves parties other than us. Our deposit agreement with the depositary bank also provides that the United States
District Court for the Southern District of New York (or, if the United States District Court for the Southern District of New York lacks subject matter jurisdiction over a particular dispute, the state courts in New York County, New York) will have jurisdiction to hear and determine any suit, action, or proceeding and to settle any dispute between the depositary bank and us that does not involve any other person or party that may arise out of or relate in any way to the deposit agreement, including claims under the Securities Act or the Exchange Act. Holders and beneficial owners of our ADSs, by holding an ADS or an interest therein, understand and irrevocably agree that any legal suit, action, or proceeding against or involving us or the depositary bank arising out of or related in any way to the deposit agreement, ADSs, or the transactions contemplated thereby or by virtue of ownership thereof, including without limitation claims under the Securities Act or the Exchange Act, may only be instituted in the United States District Court for the Southern District of New York (or, if the United States District Court for the Southern District of New York lacks jurisdiction or such designation of the exclusive forum is, or becomes, invalid, illegal, or unenforceable, in the state courts of New York County, New York).

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

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

We are an exempted company incorporated under the laws of the Cayman Islands. Our corporate affairs are governed by our memorandum and articles of association, the Companies Act (As Revised) of the Cayman Islands, or the Companies Act, and the common law of the Cayman Islands. The rights of shareholders to take action against our directors, actions by our minority shareholders and the fiduciary duties of our directors owed to us under Cayman Islands law are to a large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from the common law of England, the decisions of whose courts are of persuasive authority, but are not binding, on a court in the Cayman Islands. The rights of our shareholders and the fiduciary duties of our directors owed to us 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 the standing to initiate a shareholder derivative action in a federal court of the United States.

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

As a result of all of the above, our public shareholders may have more difficulty in protecting their interests in the face of actions taken by management, members of our 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 — Our Post-Offering Memorandum and Articles of Association — Differences in Corporate Law."

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

We are an exempted company incorporated under the laws of the Cayman Islands. However, we conduct the vast majority of our operations in China. In addition, all of our directors and senior executive officers reside within China for at least a significant portion of the time. As a result, it may be difficult for you to effect service of process upon us or our management residing in China. It may also be difficult for you to enforce in U.S. courts of the judgments obtained in U.S. courts based on the civil liability provisions of the U.S. federal securities laws against us and our officers and directors. In addition, there is uncertainty as to whether the courts of the Cayman Islands or the PRC would recognize or enforce judgments of U.S. courts against us or such persons predicated upon the civil liability provisions of the securities laws of the United States or any state.

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

Shareholder claims or regulatory investigation that are common in the United States generally are difficult to pursue as a matter of law or practicality in China. For example, in China, there are significant legal and other obstacles to providing information needed for regulatory investigations or litigation initiated outside China. Although the authorities in China may establish a regulatory cooperation mechanism with the securities regulatory authorities of another country or region to implement cross-border supervision and administration, such cooperation with the securities regulatory authorities in the Unites 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 investigations or collect evidence within the territory of the PRC. While detailed interpretation of or implementation rules under Article 177 have yet to be promulgated, the inability for an overseas securities regulator to directly conduct investigations or collect evidence within China may further increase difficulties faced by you in protecting your interests. See also “—You may face difficulties in protecting your interests, and your ability to protect your rights through U.S. courts may be limited, because we are incorporated under Cayman Islands law” for risks associated with investing in us as a Cayman Islands company.

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. However, we cannot make such rights available to you in the United States unless we register both the rights and the securities to which the rights relate under the Securities Act or an exemption from the registration requirements is available. Under the deposit agreement, the depositary will not 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, attempt to sell these undistributed rights to third parties, but it is not required to do so, and it 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 such 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.

The discontinuation of the preferential income tax treatment currently available to us in the PRC could have a material and adverse effect on our result of operations and financial condition.

Pursuant to the PRC Enterprise Income Tax Law, as further clarified by subsequent implementing tax regulations, foreign-invested enterprises and domestic enterprises are subject to enterprise income tax at a uniform rate of 25%. Certain enterprises may benefit from a preferential tax rate of 15% under the Enterprise Income Tax Law if they qualify as "High and New Technology Enterprises strongly supported by the state," subject to certain general factors described in the Enterprise Income Tax Law and the related regulations.

One of our subsidiaries, Beijing DiDi, is entitled to enjoy a preferential tax rate of 15% for the three years ending December 31, 2021 due to its qualification as a "High and New Technology Enterprise." The "High and New Technology Enterprise" qualification is re-assessed by the relevant authorities every three years. If such subsidiary fails to maintain the "High and New Technology Enterprise" qualification, its applicable enterprise income tax rate will increase to 25%. See
The discontinuation of the above-mentioned preferential income tax treatment currently available to us in the PRC could have a material and adverse effect on our result of operations and financial condition. We cannot assure you that we will be able to maintain our current effective tax rate in the future.

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

The depositary will pay cash dividends on the ADSs only to the extent that we decide to distribute dividends on our ordinary shares or other deposited securities, and we do not have any plans to pay any cash dividends on our ordinary shares in the foreseeable future. To the extent that there is a distribution, the depositary of our ADSs has agreed to pay you the cash dividends or other distributions that it or the custodian receives on our ordinary shares or other deposited securities after deducting its fees and expenses. You will receive these distributions in proportion to the number of ordinary shares your ADSs represent. However, the depositary may, at its discretion, decide that it is inequitable or impractical to make a distribution available to any holders of ADSs. For example, the depositary may determine that 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 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. Our management has discretion over the use of proceeds we receive from this offering, and we could spend the proceeds we receive from this offering in ways our ADS holders may not agree with or that do not yield a favorable return, or any return at all. Our actual use of these proceeds may differ substantially from our plans, if any, in the future. We cannot assure you that the net proceeds will be used in a manner that would improve our results of operations or increase our ADS price, nor that these net proceeds will be placed only in investments that generate income or appreciate in value.

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 ADS 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.
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 United States domestic public companies.

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

* the rules under the Exchange Act requiring the filing 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;
* the selective disclosure rules governing the release of material nonpublic information under Regulation FD; and
* certain audit committee independence requirements in Rule 10A-3 of the Exchange Act.

We will be required to file an annual report on Form 20-F within four months of the end of each fiscal year. In addition, we intend to publish our results on a quarterly basis as press releases, distributed pursuant to the rules and regulations of the [NYSE/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 compared to that required to be filed with the SEC by U.S. domestic issuers. As a result, you may not be afforded the same protections or information that would be made available to you were you investing in a U.S. domestic issuer.

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

After we are listed on the [NYSE/Nasdaq], we will be subject to the [NYSE/Nasdaq] corporate governance listing standards. However, [NYSE/Nasdaq] rules 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 [NYSE/Nasdaq] corporate governance listing standards. For example, Cayman Islands does not require us to comply with the following corporate governance listing standards of the [NYSE/Nasdaq]: (i) having the majority of our board of directors composed of independent directors, (ii) having a minimum of three members in our audit committee, (iii) holding annual shareholders' meetings, (iv) having a compensation committee composed entirely of independent directors, and (v) having a nominating and corporate governance committee composed entirely of independent directors. If we choose to follow home country practices in the future, our shareholders may be afforded less protection than they would otherwise enjoy under the [NYSE/Nasdaq] corporate governance listing standards applicable to U.S. domestic issuers.
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 direct how the Class A ordinary shares which are represented by your ADSs are voted.

Holders of ADSs do not have the same rights as our shareholders. As a holder of our ADSs, you will not have any direct right to attend general meetings of our shareholders or to cast any votes at such meetings. As an ADS holder, you will only be able to exercise the voting rights carried by the underlying Class A ordinary shares which are represented by your ADSs indirectly, by giving voting instructions to the depositary in accordance with the provisions of the deposit agreement. Under the deposit agreement, you may vote only by giving voting instructions to the depositary. Upon receipt of your voting instructions, the depositary will try, as far as is practicable, to vote the Class A ordinary shares underlying your ADSs in accordance with your instructions. If we ask for your instructions, then upon receipt of your voting instructions, the depositary will try to vote the underlying Class A ordinary shares in accordance with these instructions. If we do not instruct the depositary to ask for your instructions, the depositary may still vote in accordance with instructions you give, but it is not required to do so. You will not be able to directly exercise your right to vote with respect to the underlying Class A ordinary shares unless you withdraw the shares and become 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 completion of this offering, the minimum notice period required to be given by our company to our registered shareholders to convene a general meeting will be 80 days. When a general meeting is convened, you may not receive sufficient advance notice of the meeting to withdraw the shares underlying your ADSs and become the registered holder of such shares to allow you to attend the general meeting and to vote directly with respect to any specific matter or resolution to be considered and voted upon at the general meeting. In addition, under our post-offering memorandum and articles of association that will become effective immediately prior to completion of this offering, for the purposes of determining those shareholders who are entitled to attend and vote at any general meeting, our directors may close our register of members and/or fix in advance a record date for such meeting, and such closure of our register of members or the setting of such a record date may prevent you from withdrawing the Class A ordinary shares underlying your ADSs and becoming the registered holder of such shares prior to the record date, so that you would not be able to attend the general meeting or to vote directly. If we ask for your instructions, the depositary will notify you of the upcoming vote and will arrange to deliver our voting materials to you. We have agreed to give the depositary notice of shareholder meetings sufficiently in advance of such meetings. Nevertheless, we cannot assure you that you will receive the voting materials in time to ensure that you can instruct the depositary to vote the underlying Class A ordinary shares represented by your ADSs. In addition, the depositary and its agents are not responsible for failing to carry out voting instructions or for their manner of carrying out your voting instructions. This means that you may not be able to exercise your right to direct how the shares underlying your ADSs are voted and you may have no legal remedy if the shares underlying your ADSs are not voted as you requested. In addition, in your capacity as an ADS holder, you will not be able to call a shareholders’ meeting. Except in limited circumstances, the depositary for our ADSs will give us a discretionary proxy to vote the Class A ordinary shares underlying your ADSs if you do not vote at shareholders’ meetings, which could adversely affect your interests.

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

We are entitled to amend the deposit agreement and to change the rights of the ADS holders under the terms of the agreement, without the prior consent of the ADS holders. We and the depositary may agree to amend the deposit agreement in any way we decide is necessary or
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 terms of an amendment impose or increase fees or charges (other than in connection with foreign exchange control regulations, taxes and other governmental charges, and delivery and other such expenses) or materially prejudice an existing substantial right of the ADS holders, ADS holders will only receive 30 days’ advance notice of the amendment, and no prior consent of the ADS holders is required under the deposit agreement for the amendment to take effect. Furthermore, we may decide to terminate the deposit agreement and thus the ADS facility at any time for any reason. For example, we may terminate the ADS facility if we decide to list our shares on a non-U.S. securities exchange and determine not to continue to sponsor an ADS facility or if we become the subject of a takeover or a going-private transaction. If the ADS facility will terminate, ADS holders will receive at least 30 days’ prior notice, but no prior consent is required from the ADS holders. Under circumstances where we decide to make an amendment to the deposit agreement that is disadvantageous to ADS holders or terminate the deposit agreement, the ADS holders may choose to sell their ADSs or surrender their ADSs and become direct holders of the underlying Class A ordinary shares, but they will have no right to any compensation whatsoever.

**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, ADS holders waive the right to a jury trial of any claim they may have against us or the depositary arising out of or relating to our shares, the ADSs or the deposit agreement, including any claim under the U.S. federal securities laws.

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. In determining whether to enforce a contractual pre-dispute jury trial waiver provision, courts will generally consider whether a party knowingly, intelligently and voluntarily waive 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 depositary 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 have the effect of limiting and discouraging lawsuits against us or the depositary, lead to increased costs to bring a claim, limited access to information and other imbalances of resources between such holder and us, or limit such holder’s ability to bring a claim in a judicial forum that such holder finds favorable. If a lawsuit is brought against us or the depositary 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 shall relieve us or the depositary from our respective obligations to comply with the Securities Act and the Exchange Act nor serve as a waiver by any holder or beneficial owner of ADSs of compliance with the U.S. federal securities laws and the rules and regulations promulgated thereunder.

An ADS holder’s right to pursue claims against the depositary is limited by the terms of the deposit agreement.

Under the deposit agreement, the United States District Court of the Southern District of New York (or, if the United States District Court of the Southern District of New York lacks subject matter jurisdiction over a particular dispute, the state courts of New York County, New York) will have jurisdiction to hear and determine any suit, action, or proceeding and to settle any dispute between the depositary bank and us that does not involve any other person or party that may arise out of or relate in any way to the deposit agreement, including claims under the Securities Act or the Exchange Act. Holders and beneficial owners of our ADSs, by holding an ADS or an interest therein, understand and irrevocably agree that any legal suit, action, or proceeding against or involving us or the depositary, arising out of or related in any way to the deposit agreement, ADSs, or the transactions contemplated thereby or by virtue of ownership thereof, including without limitation claims under the Securities Act or the Exchange Act, may only be instituted in the United States District Court for the Southern District of New York (or, if the Southern District of New York lacks jurisdiction or such designation of the exclusive forum is, or becomes, invalid, illegal, or unenforceable, in the state courts of New York County, New York), and a holder of our ADSs will have irrevocably waived any objection which such holder may have to the laying of venue of any such proceeding, and irrevocably submitted to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. However, the enforceability of similar federal court choice of forum provisions in other companies’ organizational documents has been challenged in legal proceedings in the United States, and it is possible that a court could find this type of provision to be inapplicable or unenforceable. Accepting or consenting to this forum selection provision does not represent you are waiving compliance with the U.S. federal securities laws and the rules and regulations promulgated thereunder. Furthermore, investors cannot waive compliance with the U.S. federal securities laws and rules and regulations promulgated thereunder.

The depositary may, in its sole discretion, require that any dispute or difference arising from the relationship created by the deposit agreement, our shares, the ADSs, or the transactions contemplated thereby be referred to and finally settled by an arbitration conducted under the terms described in the deposit agreement, while to the extent there are specific federal securities law violation aspects to any claims against us and/or the depositary brought by any holder or beneficial owner of ADSs, the federal securities law violation aspects of such claims may, at the option of such holders or beneficial owners, remain in the United States District Court for the Southern District of New York (or, if the United States District Court for the Southern District of New York lacks subject matter jurisdiction over a particular dispute or such designation of the exclusive forum is, or becomes, invalid, illegal, or unenforceable, in the state courts of New York County in New York). We believe that a contractual arbitration provision, especially when excluding matters relating to federal securities law violation, is generally enforceable, including under the laws of the State of New York, which govern the deposit agreement.
The depositary for the ADSs will give us a discretionary proxy to vote our ordinary shares underlying your ADSs if you do not vote at shareholders’ meetings, except in limited circumstances, which could adversely affect your interests.

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

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

The effect of this discretionary proxy is that if you do not vote at shareholders’ meetings, you cannot prevent our ordinary shares underlying your ADSs from being voted, except 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.
SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS
AND INDUSTRY DATA

This prospectus contains forward-looking statements that involve risks and uncertainties. All statements other than statements of current or historical facts are forward-looking statements. These statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from those expressed or implied by the forward-looking statements.

You can identify these forward-looking statements by words or phrases such as "may," "will," "expect," "anticipate," "aim," "estimate," "intend," "plan," "believe," "likely to" or other similar expressions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy and financial needs. These forward-looking statements include, but are not limited to, statements about:

- our goals and strategies;
- our future business development, financial condition and results of operations;
- expected changes in our revenues, expenses or expenditures;
- the expected growth of the shared mobility market in China and globally;
- our expectations regarding demand for and market acceptance of our services;
- our expectations regarding our relationship with drivers and consumers on our platform;
- competition in our industry;
- general economic and business conditions in China and elsewhere;
- government policies and regulations relating to our industry; and
- the outcome of any current and future legal or administrative proceedings.

You should read this prospectus and the documents that we refer to in this prospectus with the understanding that our actual future results may be materially different from and worse than what we expect. Other sections of this prospectus include additional factors which could adversely impact our business and financial performance. Moreover, we operate in an evolving environment. New risk factors and uncertainties emerge from time to time and it is not possible for our management to predict all risk factors and uncertainties, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. We qualify all of our forward-looking statements by these cautionary statements.

You should not rely upon forward-looking statements as predictions of future events. We undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

This prospectus also contains statistical data and estimates that we obtained from government and private publications, including industry data and information from China Insights Consultancy and iResearch Consulting Group. Statistical data in these publications also include projections based on a number of assumptions. The market data contained in this prospectus involves a number of assumptions, estimates and limitations. The shared mobility market and related markets in China and elsewhere may not grow at the rates projected by market data, or at all. The failure of these markets to grow at the projected rates may have a material adverse effect on our business and the market price of our ADSs. If any one or more of the assumptions underlying the market

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data turns out to be incorrect, actual results may differ from the projections based on these assumptions. In addition, projections, assumptions and estimates of our future performance and the future performance of the industry in which we operate are necessarily subject to a high degree of uncertainty and risk due to a variety of factors, including those described in "Risk Factors" and elsewhere in this prospectus. You should not place undue reliance on these forward-looking statements.
USE OF PROCEEDS

We estimate that we will receive net proceeds from this offering of approximately US$_______, or approximately US$_______ if the underwriters exercise their option to purchase additional ADSs in full, after deducting underwriting discounts and commissions and the estimated offering expenses payable by us. These estimates are based upon an assumed initial offering price of US$_______ per ADS, the midpoint of the range shown on the front cover page of this prospectus. A US$1.00 change in the assumed initial public offering price of US$_______ per ADS would, in the case of an increase, increase and, in the case of a decrease, decrease the net proceeds of this offering by US$_______, or approximately US$_______ if the underwriters exercise their option to purchase additional ADSs in full, assuming no change to the number of ADSs offered by us as set forth on the cover page of this prospectus, and after deducting underwriting discounts and commissions and the estimated offering expenses payable by us.

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

- approximately 30% to invest in our technology capabilities including our shared mobility, electric vehicle, and autonomous driving technologies;
- approximately 30% to grow our presence in selected international markets outside of China;
- approximately 20% to introduce new products and expand existing offerings for the benefit of our consumers; and
- the balance for general corporate purposes, which may include working capital needs and potential strategic investments and acquisitions, although we do not have agreements or commitments for any material investments or acquisitions at this time.

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

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

In utilizing the proceeds of this offering, we are permitted under PRC laws and regulations to provide funding to our PRC subsidiaries only through loans or capital contributions. Subject to satisfaction of applicable government registration and approval requirements, we may extend inter-company loans to our PRC subsidiary or make additional capital contributions to our PRC subsidiary to fund its capital expenditures or working capital. We cannot assure you that we will be able to obtain these government registrations or approvals on a timely basis, if at all. See "Risk Factors — Risks Relating to Doing Business in China — PRC regulation of loans to and direct investment in PRC entities by offshore holding companies and governmental control of currency conversion may delay or prevent us from using the proceeds of this offering to make loans or additional capital contributions to our PRC subsidiary, our VIEs and their subsidiaries, which could materially and adversely affect our liquidity and our ability to fund and expand our business."
DIVIDEND POLICY

We have not previously declared or paid cash dividends and we have no plan to declare or pay any dividends in the near future on our shares or ADSs. 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 "Risk Factors — Risks Relating to Doing Business in China — We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiaries to make payments to us could have a material and adverse effect on our ability to conduct our business." Our board of directors has discretion as to whether to distribute dividends, subject to applicable laws. In addition, our shareholders may by ordinary resolution declare a dividend, but no dividend may exceed the amount recommended by our directors. 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 Class A ordinary shares underlying the ADSs to the depositary, as the registered holder of such Class A ordinary shares, and the depositary then will pay such amounts to the ADS holders in proportion to the Class A ordinary shares underlying the ADSs held by such ADS holders, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. See "Description of American Depositary Shares." Cash dividends on our Class A ordinary shares, if any, will be paid in U.S. dollars.
CAPITALIZATION

The following table sets forth our cash and cash equivalents, and capitalization as of March 31, 2021:

* on an actual basis;

* on a pro forma basis to reflect the automatic conversion of all of our issued and outstanding preferred shares into ordinary shares upon the completion of this offering; and

* on a pro forma as adjusted basis to reflect (1) the automatic conversion of all of our outstanding Series B-1 preferred shares into Class A ordinary shares on a one-for-three basis and the automatic conversion of all of our other outstanding preferred shares into Class A ordinary shares on a one-for-one basis immediately upon the completion of this offering; and (2) the sale of Class A ordinary shares in the form of ADSs by us in this offering at an assumed initial public offering price of US$ per ADS, the midpoint of the estimated range of the initial public offering price shown on the front cover of this prospectus, after deducting the underwriting discounts and commissions and estimated offering expenses payable by us.
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."

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<th>Actual (in millions, except for share and per share data)</th>
<th>Pro forma (in millions, except for share and per share data)</th>
<th>Pro forma as adjusted (1)</th>
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<td>23,468 RMB, 3,582 US$</td>
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<td>Long-term borrowings (2)</td>
<td>1,903 RMB, 290 US$</td>
<td>1,903 RMB, 290 US$</td>
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Mezzanine Equity:
- Mezzanine equity (US$0.00002 par value; 882,416,719 shares authorized, 816,245,752 shares issued and outstanding on an actual basis; nil issued and outstanding on a pro forma or pro forma as adjusted basis): 189,839 RMB, 28,975 US$ (no adjustment)
- Convertible redeemable non-controlling interests: 10,369 RMB, 1,583 US$ (no adjustment)
- Convertible non-controlling interests: 1,069 RMB, 163 US$ (no adjustment)
- Total mezzanine equity (2): 201,277 RMB, 30,721 US$ (no adjustment)

Shareholders' Equity (Deficit):
- Ordinary shares (US$0.00002 par value; 1,617,583,821 shares authorized, 123,369,974 shares issued, 108,313,130 shares outstanding on an actual basis; 1,056,677,484 shares issued, 1,041,620,640 shares outstanding on a pro forma basis; issued and outstanding on a pro forma as adjusted basis): — (no adjustment)
- Treasury shares: — (no adjustment)
- Additional paid-in capital (3): 12,566 RMB, 1,918 US$ (no adjustment)
- Statutory reserves: 17 RMB, 3 US$ (no adjustment)
- Accumulated other comprehensive loss: (1,579) RMB, (241) US$ (no adjustment)
- Accumulated deficit: (80,926) RMB, (12,352) US$ (no adjustment)
- Total Company's shareholders' equity (deficit): (69,922) RMB, (10,672) US$ (no adjustment)
- Non-controlling interests: 82 RMB, 12 US$ (no adjustment)
- Total shareholders' equity (deficit) (2)(3): (69,840) RMB, (10,660) US$ (no adjustment)
- Total capitalization (2)(3): 133,340 RMB, 20,351 US$ (no adjustment)

(1) The pro forma as adjusted information discussed above is illustrative only. Our additional paid-in capital, total shareholders' equity (deficit) 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) Total capitalization equals the sum of long-term borrowings, mezzanine equity and total shareholders' equity (deficit).
(3) A US$1.00 increase/(decrease) in the assumed initial public offering price of US$ per ADS, the mid-point of the estimated range of the initial public offering price shown on the cover page of this prospectus, would increase/(decrease) each of additional paid-in capital, total shareholders' equity (deficit) and total capitalization by US$ million.
DILUTION

If you invest in our 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 , 2021 was US$ per ordinary share and US$ per ADS. Net tangible book value per ordinary share represents the amount of total tangible assets, minus the amount of total liabilities, divided by the total number of ordinary shares outstanding. Pro forma net tangible book value per ordinary share is calculated after giving effect to the automatic conversion of all of our outstanding preferred shares. Dilution is determined by subtracting pro forma net tangible book value per ordinary share from the assumed public offering price per Class A ordinary share.

Without taking into account any other changes in such net tangible book value after , 2021, other than to give effect to our issuance and sale of ADSs in this offering at an assumed initial public offering price of US$ per ADS, the midpoint of the estimated public offering price range, and after deduction of underwriting discounts and commissions and estimated offering expenses payable by us (assuming the over-allotment option is not exercised), our pro forma as adjusted net tangible book value as of , 2021 would have been US$ per outstanding ordinary share, including Class A ordinary shares underlying our outstanding ADSs, or US$ per ADS. This represents an immediate increase in net tangible book value of US$ per ordinary share, or 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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assumed initial public offering price per ordinary share</td>
<td>US$</td>
</tr>
<tr>
<td>Net tangible book value per ordinary share</td>
<td>US$</td>
</tr>
<tr>
<td>Pro forma net tangible book value per ordinary share as of, 2021</td>
<td>US$</td>
</tr>
<tr>
<td>Pro forma net tangible book value per ordinary share as adjusted to give effect to the automatic conversion of all of our outstanding preferred shares and this offering, as of, 2021</td>
<td>US$</td>
</tr>
<tr>
<td>Amount of dilution in net tangible book value per ordinary share to new investors in the offering</td>
<td>US$</td>
</tr>
<tr>
<td>Amount of dilution in net tangible book value per ADS to new investors in the offering</td>
<td>US$</td>
</tr>
</tbody>
</table>

A US$1.00 change in the assumed public offering price of US$ per ADS would, in the case of an increase, increase and, in the case of a decrease, decrease our pro forma as adjusted net tangible book value per ordinary share and per ADS after giving effect to this offering by US$ million, the pro forma as adjusted net tangible book value per ordinary share and per ADS and the dilution in pro forma as adjusted net tangible book value per ordinary share and per ADS to new investors in this offering by US$ per ordinary share and US$ per ADS, assuming no change to the number of ADSs offered by us as set forth on the cover page of this prospectus, and after deducting underwriting discounts and commissions and estimated offering expenses. The pro forma information discussed above is illustrative only. Our net tangible book value following the completion of this offering is subject to
adjustment based on the actual initial public offering price of our ADSs and other terms of this offering determined at pricing.

The following table summarizes, on a pro forma basis as of , 2021, the differences between the shareholders as of , 2021 and the new investors with respect to the number of ordinary shares purchased from us, the total consideration paid and the average price per ordinary share paid at an assumed initial public offering price of US$ per ADS before deducting estimated underwriting discounts and commissions and estimated offering expenses.

<table>
<thead>
<tr>
<th>Ordinary Shares Purchased</th>
<th>Total Consideration</th>
<th>Average Price Per Ordinary Share</th>
<th>Average Price Per ADS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number</td>
<td>Percent</td>
<td>Amount</td>
<td>Percent</td>
</tr>
<tr>
<td>Existing shareholders</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New investors</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A US$1.00 change in the assumed public offering price of US$ per ADS would, in the case of an increase, increase and, in the case of a decrease, decrease total consideration paid by new investors, total consideration paid by all shareholders, average price per ordinary share and average price per ADS paid by all shareholders by US$, US$, US$ and US$, respectively, assuming no change to the number of ADSs offered by us as set forth on the cover page of this prospectus, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

The discussion and tables above also assume no exercise of any outstanding options outstanding as of the date of this prospectus. As of May 31, 2021, options to purchase 49,336,341 ordinary shares were granted and outstanding with a weighted average exercise price of US$5.323, and 7,200,157 restricted share units are outstanding. To the extent that any of these options are exercised or restricted share units vest, there will be further dilution to new investors.
ENFORCEABILITY OF CIVIL LIABILITIES

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

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

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

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

Our memorandum and articles of association 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.

Most of our operations are conducted in China, and substantially all of our assets are located outside the United States. In addition, a majority of our directors and officers are nationals or residents of jurisdictions other than the United States and all or 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 individuals, or to bring an action against us or these individuals in the United States, or to enforce against us or them judgments obtained in United States courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States.

We have appointed Cogency Global Inc., located at 122 East 42nd Street, 18th Floor, New York, NY 10168, as our agent upon whom process may be served in any action brought against us under the securities laws of the United States.

We have been informed by Maples and Calder (Hong Kong) LLP, our counsel as to Cayman Islands law, that the United States and the Cayman Islands do not have a treaty providing for reciprocal recognition and enforcement of judgments of U.S. courts in civil and commercial matters and that there is uncertainty as to whether the courts of the Cayman Islands would (i) recognize or enforce judgments of U.S. courts obtained against us or our directors or officers, predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States, or (ii) entertain original actions brought in the Cayman Islands against us or our directors or officers, predicated upon the securities laws of the United States or any state in the United States. We have also been advised by Maples and Calder (Hong Kong) LLP that although there is no statutory enforcement in the Cayman Islands of judgments obtained in the federal or state courts of the United States, the courts of the Cayman Islands will, at common law, recognize and enforce a foreign money judgment of a foreign court of competent jurisdiction without any re-examination of the merits of the underlying dispute based on the principal that a judgment of a competent foreign court imposes upon the judgment debtor an obligation to pay the liquidated sum for which such
judgment has been given, 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.

However, the Cayman Islands courts are unlikely to enforce a judgment obtained from the United States courts under the civil liability provisions of the securities laws if such judgment is determined by the courts of the Cayman Islands to give rise to obligations to make payments that are penal or punitive in nature. A Cayman Islands court may stay enforcement proceedings if concurrent proceedings are being brought elsewhere.

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

Fangda Partners has advised us that the recognition and enforcement of foreign judgments are provided for under the PRC Civil Procedure Law. PRC courts may recognize and enforce foreign judgments in accordance with the requirements of the PRC Civil Procedure Law. Fangda Partners has advised us further that under PRC law, a foreign judgment that does not otherwise violate basic legal principles, state sovereignty, safety or social public interest may be recognized and enforced by a PRC court, based either on bilateral treaties or international conventions contracted by China and the country where the judgment is made or on reciprocity between jurisdictions. As there currently exists no bilateral treaty, international convention or other form of written arrangement between China and the United States governing the recognition of judgments, including those predicated upon the liability provisions of the U.S. federal securities laws, it is uncertain whether and on what basis that a PRC court would enforce judgments rendered by courts in the United States or the Cayman Islands.

The depositary may, in its sole discretion, require that any dispute or difference arising from the relationship created by the deposit agreement, our shares, the ADSs, or the transactions contemplated thereby be referred to and finally settled by an arbitration conducted under the terms described in the deposit agreement, while to the extent there are specific federal securities law violation aspects to any claims against us and/or the depositary brought by any holder or beneficial owner of ADSs, the federal securities law violation aspects of such claims may, at the option of such holders or beneficial owners, remain in the United States District Court for the Southern District of New York (or, if the United States District Court for the Southern District of New York lacks subject matter jurisdiction over a particular dispute or such designation of the exclusive forum is, or becomes, invalid, illegal, or unenforceable, in the state courts of New York County in New York). We believe that a contractual arbitration provision, especially when excluding matters relating to federal securities law violation, is generally enforceable, including under the laws of the State of New York, which govern the deposit agreement.
CORPORATE HISTORY AND STRUCTURE

Corporate History

We commenced our operations in 2012 through Beijing Xiaoju Science and Technology Co., Ltd., or Xiaoju Technology, and launched DiDi Dache app to provide taxi hailing services. Xiaoju Technology established a variety of subsidiaries in China to engage in our mobility services.

In January 2013, Xiaoju Science and Technology Limited, or DiDi, was established in the Cayman Islands as our holding company. In February 2015, we renamed our holding company to Xiaoju Kuaizhi Inc. in connection with our acquisition of Kuaidi.

The following is a summary of our key business development milestones since our inception in 2012:

- In 2012, we commenced taxi hailing services.
- In 2014, we introduced ride hailing services. We have expanded our ride hailing services over the years and provide a comprehensive range of services that cater to different budgets and needs today.
- In 2015, we acquired Kuaidi. We rebranded our app to DiDi Chuxing.
- In 2016, we acquired Uber China. In the same year, we began investing in autonomous driving.
- In 2018, we launched our auto solutions. We also expanded into Brazil, followed by Mexico, and then into other countries.
- In 2020, we launched the D1, our purpose-built electric vehicle for shared mobility, in cooperation with a leading electric vehicle manufacturer.

Reorganization

Prior to February 2015, our businesses were operated through DiDi and its subsidiaries. In February 2015, we acquired Kuaidi through a merger agreement entered into between DiDi and Kuaidi pursuant to which Kuaidi was merged with and into DiDi, with DiDi continuing as the surviving company. Under the merger agreement, all issued and outstanding ordinary and preferred shares of each of Kuaidi and DiDi were cancelled and exchanged into the applicable number and type of shares in DiDi. Specifically, as a result of the transaction, we issued certain ordinary shares, Series A-1, Series A-2, Series A-3, Series A-4, Series A-5, and Series A-6 preferred shares to the holders of ordinary shares, Series Seed, Series A-1, Series A-2, Series B, Series C, and Series D preferred shares in Kuaidi, respectively, and certain ordinary shares, Series A-7, Series A-8, Series A-9, Series A-10, Series A-11, Series A-12, Series A-13, Series A-14, Series A-15 preferred shares to the holders of ordinary shares, Series Seed, Series A, Series B-1, Series B-2, Series C-1, Series C-2, Series D, Series E, and Series F preferred shares in DiDi, respectively.

Major Transactions

Acquisition of Uber China

In August 2016, we acquired Uber (China) Ltd., or Uber China, in exchange for our issuance of our Series B-1 preferred shares in DiDi. DiDi, Xiaoju Sub Inc., or the DiDi Subsidiary, an exempted company with limited liability incorporated under the laws of the Cayman Islands, Uber (China) Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands, and Uber Technologies Inc., or Uber, a Delaware corporation, entered into a merger
agreement, pursuant to which Uber China shall merge with and into the DiDi Subsidiary, being a then wholly owned subsidiary of DiDi, with the DiDi Subsidiary surviving after the merger. Pursuant to the merger agreement, all issued and outstanding ordinary and preferred shares of Uber China were cancelled and exchanged into Series B-1 preferred shares in DiDi. In connection with the transaction, DiDi agreed to purchase certain Series G preferred shares in Uber for an aggregate cash consideration of US$1 billion within six months after the closing of the transaction and Uber committed to issue to DiDi a warrant that entitles DiDi to purchase certain Series G preferred shares of Uber upon the closing of DiDi’s share purchase in Uber. DiDi’s share purchase in Uber for a consideration of US$1 billion and Uber’s issuance of the warrant to DiDi were completed in February 2017. In January 2018, the warrant was forfeited. In May 2019, Uber became a public company listed on the New York Stock Exchange, and the preferred shares we held in Uber were converted to ordinary shares. In November and December 2020, we disposed all the shares we held in Uber.

Acquisition of 99 Taxis

From January to June 2017, we purchased certain preferred shares of 99 Taxis, a company engaged in the business of providing ride hailing services in Brazil, for an aggregate consideration of US$37.5 million in cash. In August 2017, we purchased certain Series A and Series B preferred shares of 99 Taxis in secondary transactions for a total consideration of US$39.9 million. In January 2018, we entered into transaction agreements with 99 Taxis, to acquire all of the outstanding ordinary shares and preferred shares of 99 Taxis not owned by our company, for cash consideration of US$343.7 million and by issuing our Series B-2 preferred shares with a fair value of US$222.4 million.

Corporate Structure

We conduct our business primarily through our principal subsidiaries and variable interest entities, including the following principal variable interest entity and its subsidiaries as of the date of this prospectus:

• Beijing Xiaoju Science and Technology Co., Ltd., or Xiaoju Technology, a limited liability company incorporated under the laws of the PRC, and its subsidiaries, including DiDi Chuxing Science and Technology Co., Ltd. and Beijing DiDi Chuxing Technology Co., Ltd., to carry out our mobility services.

In order to comply with PRC laws and regulations, we have entered into a series of contractual arrangements in connection with our variable interest entities, including through Beijing DiDi Infinity Technology and Development Co., Ltd., or Beijing DiDi, with Xiaoju Technology, and its respective shareholders to obtain effective control over Xiaoju Technology and its subsidiaries. See "— Contractual Arrangements with Our Variable Interest Entities" below.
The following diagram illustrates our corporate structure, except as otherwise indicated, as of the date of this prospectus, including our principal subsidiaries and variable interest entity and other entities:

Offshore

Onshore

1. Mr. Will Wei Cheng, Mr. Gang Wang, Mr. Bob Bo Zhang, Mr. Bai Wu and Mr. Ting Chen each holds 49.9%, 48.23%, 1.55%, 0.73% and 0.31% of the equity interests in Xiaoju Technology, respectively. Mr. Cheng is our founder, chairman of the board, and chief executive officer. Mr. Wang is an observer on our board. Mr. Zhang is our chief technology officer. Mr. Wu is our vice president of risk control and compliance, and Mr. Chen is the general manager of an affiliated entity.

2. Chengzix Technology Inc. was deconsolidated from our company after March 36, 2021.
Contractual Arrangements with Our Variable Interest Entities

PRC laws and regulations impose restrictions on foreign ownership and investment in value-added telecommunications services and certain other businesses. We are a Cayman Islands company and our PRC subsidiaries are considered foreign-invested enterprises. In order to comply with PRC laws and regulations, we have entered into a series of contractual arrangements, through our WFOEs, with our VIEs and their respective shareholders to obtain effective control over our VIEs and their subsidiaries.

We currently conduct our business through our VIEs and their subsidiaries based on these contractual arrangements, which allow us to:

• exercise effective control over our VIEs and their subsidiaries;
• receive substantially all of the economic benefits from our VIEs and their subsidiaries; and
• have an exclusive option to purchase all or part of the equity interest in our VIEs to the extent permitted by PRC laws.

As a result of these contractual arrangements, we have become the primary beneficiary of our VIEs under U.S. GAAP. We have consolidated the financial results of our VIEs and their subsidiaries in our consolidated financial statements in accordance with U.S. GAAP.

The following is a summary of the currently effective contractual arrangements among Beijing DiDi, Xiaoju Technology, and its respective shareholders.

Agreements that Allow Us to Receive Economic Benefits from Our Variable Interest Entities

Exclusive Business Cooperation Agreement. On May 6, 2013, Beijing DiDi entered into an exclusive business cooperation agreement with Xiaoju Technology. Pursuant to the agreement, Beijing DiDi or its designated parties have the exclusive right to provide Xiaoju Technology with comprehensive technical support, consulting services and other services. Without Beijing DiDi’s prior written consent, Xiaoju Technology shall not accept any service covered by the agreement from any third party. Xiaoju Technology agrees to pay services fees, the amount of which is determined by Beijing DiDi on the basis of the work performed and commercial value of the services. Beijing DiDi owns the intellectual property rights arising out of the services performed under the agreement. Unless Beijing DiDi terminates the agreement or pursuant to other provisions of the agreement, the agreement will remain effective for a long term, or for a specified period as agreed by the parties which can be extended unilaterally by Beijing DiDi. The agreement can be terminated by Beijing DiDi with advance written notice to Xiaoju Technology, and unless otherwise required by applicable laws, Xiaoju Technology shall not have the right to terminate the agreement.

Agreements that Provide Us with Effective Control over Our Variable Interest Entities

Power of Attorney. Through a series of powers of attorney, each shareholder of Xiaoju Technology irrevocably authorizes Beijing DiDi to act as its attorney-in-fact to exercise all of such shareholder’s voting and other rights associated with the shareholder’s equity interest in Xiaoju Technology, including but not limited to the right to attend shareholder meetings on behalf of such shareholder, the right to appoint legal representatives, directors, supervisors and chief executive officers and other senior management, and the right to sell, transfer, pledge and dispose of all or a portion of the shares held by such shareholder. The power of attorney is irrevocable and remains in force continuously upon execution.

Share Pledge Agreements. On May 6, 2013 and May 26, 2015, Beijing DiDi has entered into share pledge agreements with Xiaoju Technology and its respective shareholders. Pursuant to these share pledge agreements, all shareholders of Xiaoju Technology have pledged their equity interest
in Xiaoju Technology to Beijing DiDi to guarantee the performance by such shareholders and Xiaoju Technology of their respective obligations under the exclusive business cooperation agreement, the power of attorney, the exclusive option agreements, and any amendment, supplement or restatement to such agreements. If Xiaoju Technology or any of its shareholders breach any obligations under these agreements, Beijing DiDi, as pledgee, will be entitled to dispose of the pledged equity and has priority to be compensated by the proceeds from the disposal of the pledged equity. All the shareholders of Xiaoju Technology agree that before their obligations under the contractual arrangements are discharged, they will not dispose of the pledged equity interest or create or allow any encumbrance on the pledged equity interest without the prior written consent of Beijing DiDi. These share pledge agreements will remain effective until Xiaoju Technology and its shareholders discharge all their obligations under the contractual arrangements.

We have completed the registration of the equity interest pledge contemplated under the share pledge agreements in relation to Xiaoju Technology with the competent administration for market regulation in accordance with applicable PRC law.

**Agreements that Provide Us with the Option to Purchase the Equity Interest in Our Variable Interest Entities**

**Exclusive Option Agreements.** On March 11, 2016, Beijing DiDi has entered into exclusive option agreements with Xiaoju Technology and its respective shareholders. Pursuant to these exclusive option agreements, all the shareholders of Xiaoju Technology have irrevocably granted Beijing DiDi or any third party as agreed by Xiaoju Technology and Beijing DiDi an exclusive option to purchase all or part of their respective equity interest in Xiaoju Technology. The purchase price of equity interest in Xiaoju Technology will be the lowest price permitted by PRC law. Without Beijing DiDi's prior written consent, Xiaoju Technology shall not, among other things, amend its articles of association, increase or decrease the registered capital. The shareholders of Xiaoju Technology also undertake that they will not transfer or dispose of their respective equity interest in Xiaoju Technology to any third party or create or allow any encumbrance on their equity interest within the term of these agreements. These agreements will remain effective until all the equity interest in Xiaoju Technology held by their respective shareholders have been transferred or assigned to Beijing DiDi and/or any other person designated by Beijing DiDi, or remain effective for a specified period as agreed by the parties which can be extended unilaterally by Beijing DiDi.

**Spousal Consent Letters.** The spouses of the shareholders of Xiaoju Technology have each signed a spousal consent letter agreeing that the equity interests in Xiaoju Technology held by and registered under the name of the respective shareholders will be disposed pursuant to the contractual agreements with Beijing DiDi. Each spouse agreed not to assert any rights over the equity interest in Xiaoju Technology held by the respective shareholder.

In the opinion of Fangda Partners, our PRC counsel:

- the ownership structure of our principal variable interest entity, Xiaoju Technology and our WFOE, Beijing DiDi, currently does not, and immediately after giving effect to this offering, will not result in any violation of the applicable PRC laws or regulations currently in effect; and

- the agreements under the contractual arrangement among Beijing DiDi, Xiaoju Technology and its shareholders are currently valid, binding and enforceable in accordance with their terms and the applicable PRC laws or regulations currently in effect, and do not result in any violation of the applicable PRC laws or regulations currently in effect. However, Fangda Partners has also advised us that there are substantial uncertainties regarding the interpretation and application of current or future PRC laws and regulations and there can
be no assurance that the PRC government will ultimately take a view that is consistent with the opinion of our PRC counsel.

It is uncertain whether any new PRC laws or regulations relating to variable interest entity structures will be adopted or if adopted, what they would provide. If we or our VIEs are found to be in violation of any existing or future PRC laws or regulations, or fail to obtain or maintain any of the required permits or approvals, we could be subject to severe penalties, including being prohibited from continuing operations. See "Risk Factors — Risks Relating to Our Corporate Structure" and "— Risks Related to Doing Business in China."
SELECTED CONSOLIDATED FINANCIAL DATA

The following selected consolidated statements of operations and comprehensive loss data for the years ended December 31, 2018, 2019 and 2020, selected consolidated balance sheet data as of December 31, 2018, 2019 and 2020, and summary consolidated cash flow data for the years ended December 31, 2018, 2019 and 2020 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. The following summary consolidated statements of operations and comprehensive income (loss) data for the three months ended March 31, 2020 and 2021, summary consolidated balance sheet data as of March 31, 2021, and summary consolidated cash flow data for the three months ended March 31, 2020 and 2021 have been derived from our unaudited interim condensed consolidated financial statements included elsewhere in this prospectus. 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. Our consolidated financial statements are prepared and presented in accordance with U.S. GAAP. Our historical results are not necessarily indicative of results expected for future periods.
<table>
<thead>
<tr>
<th></th>
<th>For the Years Ended December 31,</th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>(amounts in millions, except for share and per share data)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Selected Consolidated Statements of Comprehensive Income (Loss):</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>China Mobility</td>
<td>133,207</td>
<td>147,940</td>
</tr>
<tr>
<td>International</td>
<td>411</td>
<td>1,975</td>
</tr>
<tr>
<td>Other Initiatives</td>
<td>1,670</td>
<td>4,871</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td>135,288</td>
<td>154,786</td>
</tr>
<tr>
<td><strong>Costs and expenses</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of revenues</td>
<td>(127,842)</td>
<td>(139,665)</td>
</tr>
<tr>
<td>Operations and support</td>
<td>(3,665)</td>
<td>(4,078)</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>(7,604)</td>
<td>(7,495)</td>
</tr>
<tr>
<td>Research and development</td>
<td>(4,378)</td>
<td>(5,347)</td>
</tr>
<tr>
<td>General and administrative</td>
<td>(4,242)</td>
<td>(6,214)</td>
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<tr>
<td><strong>Total costs and expenses</strong></td>
<td>(147,731)</td>
<td>(162,799)</td>
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<tr>
<td>Loss from operations</td>
<td>(12,443)</td>
<td>(8,013)</td>
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<tr>
<td>Interest income</td>
<td>1,458</td>
<td>1,361</td>
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<tr>
<td>Interest expenses</td>
<td>(44)</td>
<td>(70)</td>
</tr>
<tr>
<td>Investment income (loss), net</td>
<td>(817)</td>
<td>(476)</td>
</tr>
<tr>
<td>Impairment loss for equity</td>
<td></td>
<td></td>
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<tr>
<td>investments accounted for using cost method/Measurement Alternative</td>
<td>(2,541)</td>
<td>(1,451)</td>
</tr>
<tr>
<td>Loss from equity method</td>
<td>(768)</td>
<td>(979)</td>
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<tr>
<td>Other income (loss), net</td>
<td>(337)</td>
<td>(453)</td>
</tr>
<tr>
<td><strong>Income (loss) before income taxes</strong></td>
<td>(15,492)</td>
<td>(10,081)</td>
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<tr>
<td>Income tax benefits</td>
<td>513</td>
<td>348</td>
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<tr>
<td><strong>Net income (loss)</strong></td>
<td>(14,979)</td>
<td>(9,733)</td>
</tr>
<tr>
<td>Less: Net loss attributable to non-controlling interest shareholders</td>
<td>(1)</td>
<td>(5)</td>
</tr>
<tr>
<td><strong>Net income (loss) attributable to Xiaoju Kuaizhi Inc.</strong></td>
<td>(14,978)</td>
<td>(9,728)</td>
</tr>
<tr>
<td>Accretion of convertible redeemable non-controlling interests to redemption value</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Deemed dividends to preferred shareholders upon repurchases of convertible preferred shares</td>
<td>(664)</td>
<td>—</td>
</tr>
<tr>
<td>Income allocation to participating preferred shares</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td><strong>Net income (loss) attributable to ordinary shareholders of Xiaoju Kuaizhi Inc.</strong></td>
<td>(15,642)</td>
<td>(9,728)</td>
</tr>
<tr>
<td></td>
<td>For the Years Ended December 31,</td>
<td>For the Three Months Ended March 31,</td>
</tr>
<tr>
<td>---------------------------</td>
<td>----------------------------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>(amounts in millions, except for share and per share data)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net income (loss)</td>
<td>(14,979)</td>
<td>(9,733)</td>
</tr>
<tr>
<td>Other comprehensive</td>
<td></td>
<td></td>
</tr>
<tr>
<td>income (loss)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreign currency</td>
<td></td>
<td></td>
</tr>
<tr>
<td>translation adjustments,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>net of tax of nil</td>
<td>3,126</td>
<td>1,225</td>
</tr>
<tr>
<td>Change in unrealized</td>
<td></td>
<td></td>
</tr>
<tr>
<td>losses from available-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>for-sale securities, net</td>
<td></td>
<td></td>
</tr>
<tr>
<td>of tax of nil</td>
<td>(150)</td>
<td>—</td>
</tr>
<tr>
<td>Share of other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>comprehensive income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(loss) of equity method</td>
<td></td>
<td></td>
</tr>
<tr>
<td>investees</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Total other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>comprehensive income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(loss)</td>
<td>2,977</td>
<td>1,226</td>
</tr>
<tr>
<td>Total comprehensive</td>
<td></td>
<td></td>
</tr>
<tr>
<td>income (loss)</td>
<td>(12,002)</td>
<td>(8,507)</td>
</tr>
<tr>
<td>Less: comprehensive loss</td>
<td></td>
<td></td>
</tr>
<tr>
<td>attributable to non-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>controlling interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>shareholders</td>
<td>(1)</td>
<td>(5)</td>
</tr>
<tr>
<td>Comprehensive income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(loss) attributable to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Xiaoju Kuaizhi Inc.</td>
<td>(12,001)</td>
<td>(8,502)</td>
</tr>
<tr>
<td>Accretion of convertible</td>
<td></td>
<td></td>
</tr>
<tr>
<td>redeemable non-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>controlling interests to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>redemption value</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Deemed dividends to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>preferred shareholders</td>
<td></td>
<td></td>
</tr>
<tr>
<td>upon repurchases of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>convertible preferred</td>
<td></td>
<td></td>
</tr>
<tr>
<td>shares</td>
<td>(664)</td>
<td>—</td>
</tr>
<tr>
<td>Income allocation to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>participating preferred</td>
<td></td>
<td></td>
</tr>
<tr>
<td>shares</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Comprehensive income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(loss) attributable to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ordinary shareholders of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Xiaoju Kuaizhi Inc.</td>
<td>(12,665)</td>
<td>(8,502)</td>
</tr>
<tr>
<td>Weighted average number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>of ordinary shares used</td>
<td></td>
<td></td>
</tr>
<tr>
<td>in computing net</td>
<td></td>
<td></td>
</tr>
<tr>
<td>income (loss) per share</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic</td>
<td>95,992,217</td>
<td>100,684,581</td>
</tr>
<tr>
<td>Diluted</td>
<td>95,992,217</td>
<td>100,684,581</td>
</tr>
<tr>
<td>Net income (loss) per</td>
<td></td>
<td></td>
</tr>
<tr>
<td>share attributable to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ordinary shareholders</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic</td>
<td>(162.95)</td>
<td>(96.62)</td>
</tr>
<tr>
<td>Diluted</td>
<td>(162.95)</td>
<td>(96.62)</td>
</tr>
</tbody>
</table>

(1) Share-based compensation expenses are allocated as follows:

Share-based compensation expenses included in:

<table>
<thead>
<tr>
<th></th>
<th>For the Years Ended December 31,</th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>(amounts in millions)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Share-based compensation expenses included in:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations and support</td>
<td>71</td>
<td>85</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>134</td>
<td>196</td>
</tr>
<tr>
<td>Research and development</td>
<td>568</td>
<td>678</td>
</tr>
<tr>
<td>General and administrative</td>
<td>905</td>
<td>2,181</td>
</tr>
<tr>
<td>Total</td>
<td>1,678</td>
<td>3,140</td>
</tr>
</tbody>
</table>

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Table of Contents

<table>
<thead>
<tr>
<th></th>
<th>As of December 31,</th>
<th>As of March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Selected Consolidated Balance Sheet Data:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>14,463</td>
<td>12,791</td>
</tr>
<tr>
<td>Restricted cash</td>
<td>460</td>
<td>889</td>
</tr>
<tr>
<td>Short-term investments</td>
<td>38,269</td>
<td>41,360</td>
</tr>
<tr>
<td>Total assets</td>
<td>142,812</td>
<td>144,721</td>
</tr>
<tr>
<td>Total liabilities</td>
<td>14,002</td>
<td>17,563</td>
</tr>
<tr>
<td><strong>Total Mezzanine Equity</strong></td>
<td>186,278</td>
<td>189,847</td>
</tr>
<tr>
<td>Total Xiaoju Kuaizhi Inc. shareholders’ equity (deficit)</td>
<td>(57,504)</td>
<td>(62,866)</td>
</tr>
<tr>
<td>Total shareholders’ equity (deficit)</td>
<td>(57,468)</td>
<td>(62,689)</td>
</tr>
<tr>
<td>Total liabilities, mezzanine equity and shareholders’ equity (deficit)</td>
<td>142,812</td>
<td>144,721</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>For the Years Ended December 31,</th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Selected Consolidated Cash Flows Data:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net cash provided by (used in) operating activities</td>
<td>(9,228)</td>
<td>1,445</td>
</tr>
<tr>
<td>Net cash provided by (used in) investing activities</td>
<td>(18,449)</td>
<td>(6,150)</td>
</tr>
<tr>
<td>Net cash provided by financing activities</td>
<td>23,277</td>
<td>2,952</td>
</tr>
<tr>
<td>Effect of exchange rate changes on cash and cash equivalents</td>
<td>832</td>
<td>510</td>
</tr>
<tr>
<td>Net increase (decrease) in cash, cash equivalents and restricted cash</td>
<td>(3,568)</td>
<td>(1,243)</td>
</tr>
<tr>
<td>Cash, cash equivalents and restricted cash at beginning of the period</td>
<td>18,491</td>
<td>14,923</td>
</tr>
<tr>
<td>Cash, cash equivalents and restricted cash at end of the period</td>
<td>14,923</td>
<td>13,680</td>
</tr>
</tbody>
</table>

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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 selected 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. See "Special Note Regarding Forward-Looking Statements and Industry Data."

OVERVIEW

We are the world's largest mobility technology platform. We reimagine urban living using transformative technologies to make mobility safe, affordable, convenient, and sustainable. Our global platform provided services to over 493 million annual active users and powered 41 million average daily transactions for the twelve months ended March 31, 2021.

We started our mobility business in China nine years ago. We are the go-to brand for mobility services in China and provide consumers with a comprehensive range of safe, affordable and convenient mobility services. Our services include ride hailing, taxi hailing, chauffeur, hitch, and other forms of shared mobility. We facilitated 25 million average daily transactions for China Mobility in the three months ended March 31, 2021.

We have expanded our platform to strategically selected international markets with similar challenges and opportunities, starting with Brazil in 2018 and now extending across 14 countries outside of China. We leverage the technology and expertise that we gained from building and scaling a shared mobility network in China to create localized solutions that fit the needs of consumers in these new markets. The average daily transactions facilitated on our platform outside of China has increased at a CAGR of 58.9% from 1.8 million for the three months ended March 31, 2019 to 4.6 million for the three months ended March 31, 2021, while annual active users outside of China increased at a CAGR of 63.5% from 23 million for the twelve months ended March 31, 2019 to 60 million for the twelve months ended March 31, 2021.

We have strategically expanded our services to better address consumers' essential daily needs beyond personal, four-wheel transport. In particular, we leverage our localized operational knowhow, core mobility technologies, and offline network to improve urban life. In China, we offer bike and e-bike sharing to provide consumers an additional short-distance urban transport alternative; we have also launched intra-city freight to bring our strengths in operating an on-demand mobility network to the movement of goods; and through community group buying, we connect local communities to groceries and other essentials by improving supply chain and the efficiency of logistics on a larger scale.
Our business has achieved significant scale and several milestones since our inception:

- We operate in 15 countries and nearly 4,000 cities, counties and towns. We have facilitated over 50 billion cumulative transactions to date.
- Our Core Platform GTV, which refers to the GTV of our China Mobility and International segments, was RMB212.4 billion, RMB225.3 billion and RMB214.6 billion (US$32.8 billion) in 2018, 2019 and 2020 respectively, and RMB62.3 billion (US$9.5 billion) for the three months ended March 31, 2021. Our revenues were RMB135.3 billion, RMB154.8 billion and RMB141.7 billion (US$21.6 billion) in 2018, 2019 and 2020 respectively, and RMB42.2 billion (US$6.4 billion) for the three months ended March 31, 2021. Our net loss was RMB15.0 billion, RMB9.7 billion and RMB10.6 billion (US$1.6 billion) in 2018, 2019 and 2020, respectively. We had net income of RMB5.5 billion (US$0.8 billion) for the three months ended March 31, 2021. Our Adjusted EBITA (non-GAAP) was losses of RMB8.6 billion, RMB2.8 billion and RMB8.4 billion (US$1.3 billion) in 2018, 2019 and 2020 respectively, and a loss of RMB5.5 billion (US$0.8 billion) for the three months ended March 31, 2021. Our China Mobility segment recorded positive Adjusted EBITA (non-GAAP) in 2019, 2020, and the first three months of 2021, despite the impact of the COVID-19 pandemic in early 2020. See "— Non-GAAP Financial Measure".

OUR FINANCIAL AND OPERATING MODEL

We operate our business in three segments: China Mobility, International and Other Initiatives. Our China Mobility segment accounts for over 90% of our total revenues. Our International segment consists of our businesses outside of China, and our Other Initiatives segment comprises our new initiatives.
The table below sets forth our principal operations under each of the segments.

<table>
<thead>
<tr>
<th>China Mobility</th>
<th>International</th>
<th>Other Initiatives</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Ride Hailing</td>
<td>• Ride Hailing</td>
<td>• Bike and E-Bike Sharing</td>
</tr>
<tr>
<td>• Taxi Hailing</td>
<td>• Food Delivery</td>
<td>• Certain Auto Solutions(1)</td>
</tr>
<tr>
<td>• Chauffeur</td>
<td></td>
<td>• Intra-city Freight</td>
</tr>
<tr>
<td>• Hitch</td>
<td></td>
<td>• Community Group Buying</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Autonomous Driving</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Financial Services</td>
</tr>
</tbody>
</table>

(1) Other Initiatives includes certain of our auto solutions (primarily charging, refueling, maintenance and repair, and the leasing business that we carry out ourselves). Other auto solutions, principally the leasing business carried out by our business partners, are included under China Mobility.

To evaluate our performance, we primarily look at several metrics:

• **Transactions.** The number of completed rides for our China Mobility segment, completed rides or food deliveries for our International segment, and completed auto solution, bike and e-bike sharing, intra-city freight and financial services transactions. Community group buying transactions are excluded as we ceased to consolidate the community group buying business after March 30, 2021. Transactions are counted by the number of orders completed, so a carpooling ride with two paying consumers represents two transactions, even if both consumers start and end their ride at the same place, whereas two passengers on the same ride hailing transaction count as one transaction.

• **GTV.** The total dollar value, including any applicable taxes, tolls and fees, of completed transactions on our platform without any adjustment for consumer incentives or for earnings and incentives paid to drivers for mobility services, merchant or delivery partners for food delivery services, or service partners for other initiatives.

• **Platform Sales:** We define Platform Sales as GTV less all of the earnings and incentives paid to drivers and partners, tolls, fees, taxes and others. Platform Sales enables us to compare the performance of our China Mobility and International segments on a like-for-like basis.

• **Revenues.** For each of our service offerings, we recognize revenues differently depending on who the customer is and whether we are the principal or agent in providing the service. We recognize revenues (i) on a gross basis (before subtracting driver earnings and incentives) when we are the principal in providing the service and (ii) on a net basis (after subtracting driver and partner earnings and incentives) when we are the agent in providing the service. For additional discussion related to revenues, see "— Critical Accounting Policies, Judgments and Policies — Revenue Recognition."

• **Adjusted EBITA.** We define Adjusted EBITA as net income or loss before (i) interest income, (ii) interest expenses, (iii) investment income (loss), net, (iv) impairment loss for equity investments accounted for using cost method/Measurement Alternative, (v) loss from equity method investments, net, (vi) other income (loss), net, (vii) income tax benefits, (viii) share-based compensation expense, and (ix) amortization of intangible assets, which we do not believe are reflective of our operating performance. See "— Non-GAAP Financial Measure."

**China Mobility**

Our China Mobility segment mainly comprises our ride hailing, taxi hailing, chauffeur and hitch services.
Our Revenue Model

For ride hailing, we act as the principal in providing mobility services to consumers. We generate revenues on a gross basis from the amount paid by consumers for our service. Our revenues are equal to GTV less (i) tolls, fees and taxes and (ii) consumer incentives. Our revenues from ride hailing presented on a gross basis accounted for more than 97% of the total revenues within China Mobility for the years ended December 31, 2018, 2019 and 2020, and for the three months ended March 31, 2021. Driver earnings and incentives are charged to cost of revenues.

For taxi hailing, chauffeur and hitch, we act as an agent by facilitating drivers or partners who provide taxi hailing, chauffeur and hitch services to consumers who need such services. We generate revenues on a net basis from commissions that are paid by drivers or partners. These commissions represent a portion of the transaction value. Our revenues are equal to GTV less (i) tolls, fees and taxes and (ii) driver or partner earnings and incentives. Consumer incentives are charged to sales and marketing expenses.

The table below illustrates how we recognize revenues and where we record earnings and incentives under a hypothetical scenario for gross and net basis revenue recognition in our China Mobility segment. The numbers in the table are included solely for purposes of better illustrating the nature of the accounting treatment and do not necessarily bear any relationship to the actual numbers in any transaction or set of transactions.

<table>
<thead>
<tr>
<th></th>
<th>Gross Basis</th>
<th>Net Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transaction Price of RMB10.0</td>
<td>10.0</td>
<td>10.0</td>
</tr>
<tr>
<td>Add: Tolls, Fees and Taxes</td>
<td>1.0</td>
<td>1.0</td>
</tr>
<tr>
<td>Less: Consumer Incentives</td>
<td>(0.9)</td>
<td>(0.9)</td>
</tr>
<tr>
<td><strong>Consumer Pays</strong></td>
<td>10.1</td>
<td>10.1</td>
</tr>
<tr>
<td>Transaction Price of RMB10.0</td>
<td>10.0</td>
<td>10.0</td>
</tr>
<tr>
<td>Add: Tolls, Fees and Taxes</td>
<td>1.0</td>
<td>1.0</td>
</tr>
<tr>
<td><strong>GTV</strong></td>
<td>11.0</td>
<td>11.0</td>
</tr>
<tr>
<td>Less: Tolls, Fees and Taxes</td>
<td>(1.0)</td>
<td>(1.0)</td>
</tr>
<tr>
<td>Less: Driver Earnings</td>
<td></td>
<td>(7.5)</td>
</tr>
<tr>
<td>Less: Driver Incentives</td>
<td></td>
<td>(1.0)</td>
</tr>
<tr>
<td>Less: Consumer Incentives</td>
<td>(0.9)</td>
<td></td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td>9.1</td>
<td>1.5</td>
</tr>
</tbody>
</table>

**Cost of Revenues**
- Driver Earnings: (7.5)
- Driver Incentives: (1.0)

**Sales and Marketing**
- Consumer Incentives: (0.9)

Not applicable for calculation
Operating and Financial Summary

The chart below illustrates the financial and operating model for our China Mobility segment for 2020. In 2020, the adjusted EBITA for China ride hailing was 3.1% of the GTV for China ride hailing.

The table below illustrates the key metrics for our China Mobility segment for the periods indicated.

**China Mobility — Key Metrics**
(RMB millions unless otherwise indicated)

<table>
<thead>
<tr>
<th></th>
<th>For the Years Ended December 31,</th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td><strong>Operating Metrics</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transactions (in millions)</td>
<td>8,789</td>
<td>8,669</td>
</tr>
<tr>
<td>GTV</td>
<td>204,461</td>
<td>202,367</td>
</tr>
<tr>
<td>Platform Sales</td>
<td>18,428</td>
<td>22,294</td>
</tr>
<tr>
<td><strong>Financial Metrics</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenues</td>
<td>133,207</td>
<td>147,940</td>
</tr>
<tr>
<td>Adjusted EBITA (non-GAAP)(1)</td>
<td>(274)</td>
<td>3,844</td>
</tr>
</tbody>
</table>

Note:

(1) See "— Non-GAAP Financial Measure"

International

Our International segment includes our ride hailing and food delivery services in international markets, outside of China.

**Our Revenue Model**

We act as an agent by connecting consumers who need various services to drivers or partners who provide such services. We generate revenues on a net basis from commissions which
are paid by drivers or partners. These commissions represent a portion of the transaction value for the service. Our revenues for our International business are equal to GTV less (i) tolls, fees and taxes and (ii) driver and partner earnings and incentives. Consumer incentives are generally charged to sales and marketing expenses.

The table below illustrates how we generate revenues and where we record earnings and incentives under a hypothetical scenario for our International segment. The numbers in the table are included solely for purposes of better illustrating the nature of the accounting treatment and do not necessarily bear any relationship to the actual numbers in any transaction or set of transactions.

<table>
<thead>
<tr>
<th>Net Basis</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Transaction Price of RMB10.0</strong></td>
<td>10.0</td>
</tr>
<tr>
<td>Add: Tolls, Fees and Taxes</td>
<td>1.0</td>
</tr>
<tr>
<td>Less: Consumer Incentives</td>
<td>(0.9)</td>
</tr>
<tr>
<td><strong>Consumer Pays</strong></td>
<td>10.1</td>
</tr>
<tr>
<td><strong>Transaction Price of RMB10.0</strong></td>
<td>10.0</td>
</tr>
<tr>
<td>Add: Tolls, Fees and Taxes</td>
<td>1.0</td>
</tr>
<tr>
<td><strong>GTV</strong></td>
<td>11.0</td>
</tr>
<tr>
<td>Less: Tolls, Fees and Taxes</td>
<td>(1.0)</td>
</tr>
<tr>
<td>Less: Driver and Partner Earnings$^{(1)}$</td>
<td>(7.5)</td>
</tr>
<tr>
<td>Less: Driver and Partner Incentives$^{(1)}$</td>
<td>(1.0)</td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td>1.5</td>
</tr>
<tr>
<td><strong>Sales and Marketing</strong></td>
<td></td>
</tr>
<tr>
<td>Consumer Incentives</td>
<td>(0.9)</td>
</tr>
</tbody>
</table>

Note:

$^{(1)}$ Partner refers to the applicable merchant or delivery partner

**Operating and Financial Summary**

The chart below illustrates the financial and operating model for our International segment for 2020.
The table below illustrates key metrics for our International segment for the periods indicated.

**International — Key Metrics**
(in RMB millions unless otherwise indicated)

<table>
<thead>
<tr>
<th>Operating Metrics</th>
<th>For the Years Ended December 31,</th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td>Transactions (in millions)</td>
<td>283</td>
<td>962</td>
</tr>
<tr>
<td>GTV</td>
<td>7,917</td>
<td>22,956</td>
</tr>
<tr>
<td>Platform Sales</td>
<td>318</td>
<td>1,898</td>
</tr>
</tbody>
</table>

**Financial Metrics**

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>411</td>
<td>1,975</td>
<td>2,333</td>
<td>767</td>
<td>804</td>
</tr>
<tr>
<td>Adjusted EBITA (non-GAAP)(1)</td>
<td>(2,428)</td>
<td>(3,152)</td>
<td>(3,534)</td>
<td>(671)</td>
<td>(1,005)</td>
</tr>
</tbody>
</table>

Note:

(1) See "— Non-GAAP Financial Measure"

**Other Initiatives**

Our Other Initiatives mainly consist of bike and e-bike sharing, certain auto solutions (primarily charging, refueling, maintenance and repair, and the leasing business that we carry out ourselves), intra-city freight, community group buying, autonomous driving and financial services. In 2020, bike and e-bike sharing was the largest revenue contributor among all the Other Initiatives. Revenue recognition for Other Initiatives varies depending on whether we are principal or agent in providing such services. See "— Critical Accounting Policies, Judgments and Policies — Revenue Recognition." We have attracted outside funding for our autonomous driving, community group buying, bike and e-bike sharing and intra-city freight businesses, and our community group buying has been deconsolidated after March 30, 2021. See "Description of Share Capital — History of Securities Issuances — Subsidiary Financings."

The table below illustrates key metrics for our Other Initiatives segment for the periods indicated.

**Other Initiatives — Key Metrics**

<table>
<thead>
<tr>
<th></th>
<th>For the Years Ended December 31,</th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td>Revenues</td>
<td>1,670</td>
<td>4,871</td>
</tr>
<tr>
<td>Adjusted EBITA (non-GAAP)(1)</td>
<td>(5,945)</td>
<td>(3,456)</td>
</tr>
</tbody>
</table>

Note:

(1) See "— Non-GAAP Financial Measure"

**SELECTED QUARTERLY OPERATING METRICS**

**Core Platform Transactions**

We define Core Platform Transactions as the sum of transactions for our China Mobility and International segments. We believe Core Platform Transactions are a useful metric to measure the
scale and usage of our mobility services. We believe we have a significant opportunity to continue to grow the number of Core Platform Transactions. We experience seasonality in our China Mobility business, with lower levels of activity in the first quarter resulting from the Chinese New Year holiday. We expect this seasonal trend to continue in the future. We have experienced substantial growth in our International business which has outpaced the impact of seasonality.

During the first and second quarter of 2020, our business in China was impacted by the COVID-19 pandemic as cities went into lockdown and transportation volumes decreased significantly, resulting in a decrease in Core Platform Transactions. During the second quarter of 2020, our China Mobility segment began to recover as many of the quarantine measures within China started to be relaxed, though from time to time, restrictions were re-imposed in certain cities during the third and fourth quarters. Likewise, our International business was adversely impacted by the global COVID-19 pandemic starting in the second quarter of 2020, although the adverse impact was partially offset by the recovery of business activities in existing markets, our expansion into additional international markets, as well as the accelerated growth of our food delivery business. See "— COVID-19 Impact."

### Core Platform Transactions

<table>
<thead>
<tr>
<th></th>
<th>1Q2019</th>
<th>2Q2019</th>
<th>3Q2019</th>
<th>4Q2019</th>
<th>1Q2020</th>
<th>2Q2020</th>
<th>3Q2020</th>
<th>4Q2020</th>
<th>1Q2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>China Mobility</td>
<td>1,930</td>
<td>2,128</td>
<td>2,279</td>
<td>2,331</td>
<td>1,058</td>
<td>1,723</td>
<td>2,374</td>
<td>2,595</td>
<td>2,281</td>
</tr>
<tr>
<td>International</td>
<td>165</td>
<td>209</td>
<td>261</td>
<td>327</td>
<td>337</td>
<td>224</td>
<td>357</td>
<td>430</td>
<td>417</td>
</tr>
<tr>
<td>Total</td>
<td>2,095</td>
<td>2,337</td>
<td>2,540</td>
<td>2,658</td>
<td>1,395</td>
<td>1,947</td>
<td>2,731</td>
<td>3,025</td>
<td>2,698</td>
</tr>
</tbody>
</table>

### Core Platform GTV

We define Core Platform GTV as sum of GTV for our China Mobility and International segments. Core Platform GTV is an indication of the scale of our platform, which ultimately impacts revenues. We believe that the underlying impact of seasonality and COVID-19 on our Core Platform GTV is similar to the impact on our Core Platform Transactions described above.

<table>
<thead>
<tr>
<th></th>
<th>1Q2019</th>
<th>2Q2019</th>
<th>3Q2019</th>
<th>4Q2019</th>
<th>1Q2020</th>
<th>2Q2020</th>
<th>3Q2020</th>
<th>4Q2020</th>
<th>1Q2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>China Mobility</td>
<td>44,609</td>
<td>49,352</td>
<td>53,346</td>
<td>55,060</td>
<td>25,656</td>
<td>41,761</td>
<td>58,352</td>
<td>63,233</td>
<td>54,565</td>
</tr>
<tr>
<td>International</td>
<td>4,102</td>
<td>4,932</td>
<td>6,079</td>
<td>7,842</td>
<td>7,074</td>
<td>3,842</td>
<td>6,287</td>
<td>8,380</td>
<td>7,763</td>
</tr>
<tr>
<td>Total</td>
<td>48,711</td>
<td>54,284</td>
<td>59,425</td>
<td>62,902</td>
<td>32,730</td>
<td>45,603</td>
<td>64,639</td>
<td>71,613</td>
<td>62,328</td>
</tr>
</tbody>
</table>

### NON-GAAP FINANCIAL MEASURE

Adjusted EBITA is a non-GAAP financial measure used by our management to evaluate our operating performance. We believe that it provides useful information to investors and others in understanding and evaluating our operating results in the same manner as our management team and board of directors.

We define Adjusted EBITA (non-GAAP) as net income or loss before (i) interest income, (ii) interest expenses, (iii) investment income (loss), net, (iv) impairment loss for equity investments accounted for using cost method/Measurement Alternative, (v) loss from equity method investments, net, (vi) other income (loss), net, (vii) income tax benefits, (viii) share-based compensation expense, and (ix) amortization of intangible assets.

This non-GAAP financial measure is not defined under U.S. GAAP and is not presented in accordance with U.S. GAAP. It should not be considered in isolation or construed as an alternative.
to net income (loss) or any other measure of performance or as an indicator of our operating performance. Investors are encouraged to review this historical non-GAAP financial measure in light of the most directly comparable GAAP measure, as shown below. The non-GAAP financial measure presented here may not be comparable to similarly titled measures presented by other companies. Other companies may calculate similarly titled measures differently, limiting their usefulness as comparative measures to our data. We encourage investors and others to review our financial information in its entirety and not rely on a single financial measure.

The tables below set forth a reconciliation of Adjusted EBITA (non-GAAP) to the most comparable financial measure or measures calculated and presented in accordance with U.S. GAAP, which is net income (loss), for each of the periods indicated.

<table>
<thead>
<tr>
<th></th>
<th>For the Years Ended</th>
<th>For the Three Months Ended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>December 31,</td>
<td>March 31,</td>
</tr>
<tr>
<td></td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td>Net income (loss)</td>
<td>(14,979)</td>
<td>(9,733)</td>
</tr>
<tr>
<td>Less: Interest income</td>
<td>(1,458)</td>
<td>(1,361)</td>
</tr>
<tr>
<td>Add: Interest expenses</td>
<td>44</td>
<td>70</td>
</tr>
<tr>
<td>Less: Investment income (loss), net</td>
<td>817</td>
<td>476</td>
</tr>
<tr>
<td>Add: Impairment loss for equity investments accounted for using cost method/Measurement Alternative</td>
<td>2,541</td>
<td>1,451</td>
</tr>
<tr>
<td>Add: Loss from equity method investments, net</td>
<td>768</td>
<td>979</td>
</tr>
<tr>
<td>Less: Other income (loss), net</td>
<td>337</td>
<td>453</td>
</tr>
<tr>
<td>Less: Income tax benefits</td>
<td>(513)</td>
<td>(348)</td>
</tr>
<tr>
<td>Loss from operations</td>
<td>(12,443)</td>
<td>(8,013)</td>
</tr>
<tr>
<td>Add: Share-based compensation expense</td>
<td>1,678</td>
<td>3,140</td>
</tr>
<tr>
<td>Add: Amortization of intangible assets</td>
<td>2,118</td>
<td>2,109</td>
</tr>
<tr>
<td>Adjusted EBITA (non-GAAP)</td>
<td>(8,647)</td>
<td>(2,764)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>For the Three Months Ended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mar 31,</td>
</tr>
<tr>
<td>Net income (loss)</td>
<td>(1,384)</td>
</tr>
<tr>
<td>Add: Interest expenses</td>
<td>10</td>
</tr>
<tr>
<td>Less: Investment income (loss), net</td>
<td>(156)</td>
</tr>
<tr>
<td>Add: Impairment loss for equity investments accounted for using cost method/Measurement Alternative</td>
<td>42</td>
</tr>
<tr>
<td>Add: Loss from equity method investments, net</td>
<td>479</td>
</tr>
<tr>
<td>Less: Other income (loss), net</td>
<td>(177)</td>
</tr>
<tr>
<td>Loss from operations</td>
<td>(1,645)</td>
</tr>
<tr>
<td>Add: Share-based compensation expense</td>
<td>417</td>
</tr>
<tr>
<td>Add: Amortization of intangible assets</td>
<td>526</td>
</tr>
<tr>
<td>Adjusted EBITA (non-GAAP)</td>
<td>(702)</td>
</tr>
</tbody>
</table>
COVID-19 IMPACT

We quickly adapted our business and operations, working closely with the government and implementing various measures to combat the COVID-19 pandemic. In spite of reduced demand as a result of the COVID-19 pandemic, our China Mobility segment remained profitable on a segment Adjusted EBITA basis in 2020. Since the second quarter of 2020, many of the quarantine measures within China have been relaxed and our businesses have resumed growth, though from time to time, restrictions were re-imposed in certain cities during the third and fourth quarters. Our GTV for China Mobility for the six months ended December 31, 2020 was RMB121.6 billion, representing an increase of 80.3% as compared to the six months ended June 30, 2020, and an increase of 12.2% as compared to the six months ended December 31, 2019. In addition, as part of the Chinese government's effort to ease the burden of businesses affected by COVID-19, the Ministry of Finance and the State Administration of Taxation temporarily reduced or exempted VAT on revenues derived from the provision of certain transportation services from January 2020 to March 2021.

Our International segment was also adversely affected by COVID-19. Specifically, COVID-19 began to significantly impact markets outside of China in the second quarter of 2020, and our International GTV for the second quarter of 2020 decreased 22.1% as compared to the second quarter of 2019. Starting from the third quarter of 2020, our International segment began to recover, mainly as a result of recovery of business activity in existing markets, our expansion into additional new markets, and the accelerated growth of our food delivery services. However, the growth in our International GTV was tempered by the depreciation in the Brazilian and Mexican currencies against the RMB. As a result of the foregoing, our International GTV for the six months ended December 31, 2020 was RMB14.7 billion, representing an increase of 34.4% as compared to the six months ended June 30, 2020, and an increase of 5.4% as compared to the six months ended December 31, 2019.

While the number of new cases in China remains low, some of our principal international markets have experienced new highs in daily cases and deaths from COVID-19 in 2021. For more information about the COVID-19 related challenges we face and measures we take, see "Risk Factors — Risks Relating to Our Business — Our business and operations have been and may continue to be materially and adversely affected by the COVID-19 pandemic."

FACTORS AFFECTING OUR RESULTS OF OPERATIONS

Our results of operations are primarily affected by the following company-specific factors:

**Ability to grow Core Platform Transactions**

The number of Core Platform Transactions is a key factor affecting our revenues. This is in turn affected by our ability to attract, retain and engage consumers, including our ability to increase consumers’ wallet share in mobility spending on our platform. For China Mobility, we intend to increase our penetration across China and increase consumers’ frequency of use of our platform. For our International segment, we are still at an early stage of our business; we expect expansion opportunities in existing markets and also plan to enter new markets strategically. In addition, to increase the efficiency of our shared mobility network and ensure quality service to consumers, we would need to attract, retain and engage drivers on our platform by offering more compelling value proposition to drivers. In the absence of unforeseen events beyond our control, such as pandemic and natural disasters, we expect to grow Core Platform Transactions in the foreseeable future.

**Ability to expand and improve our mobility service offerings**

We will continue to broaden and upgrade the mobility service offerings on our platform to better serve consumers, which in turn will increase our ability to generate revenues. We provide mobility services that cater to a full spectrum of use cases from leisure and family travel to business
travel and commutes. These mobility services cater to different user demographics and budgets. For instance, we launched Piggy Express in 2020, targeting younger consumers with an affordable service in a standalone app and under a separate brand. We believe our ability to expand and improve mobility service offerings will contribute to our long-term sustained growth over time.

**Ability to launch and grow new initiatives**

Our ability to continually innovate has underpinned our success at creating differentiated service offerings and has enabled our growth to date. We have been expanding our services in what we consider to be the key pieces of mobility, namely auto solutions, electric mobility and autonomous driving. In addition, we are expanding horizontally into other consumer services which we believe have massive addressable markets that are currently underpenetrated and where we have a fundamental edge in terms of knowhow and operational expertise, such as intra-city freight. We will continue to cultivate new initiatives to add revenue channels and further engage our consumers. We expect that new initiatives will increase our revenues but may continue to be unprofitable for the near future.

**Ability to manage costs and expenses**

We have incurred significant costs and expenses each year to support our growth. Our cost of revenues consists primarily of driver earnings and driver incentives for our China ride hailing business and accounted for RMB127.8 billion, RMB139.7 billion and RMB125.8 billion (US$19.2 billion) in 2018, 2019 and 2020, respectively, and RMB37.6 billion (US$5.7 billion) for the three months ended March 31, 2021. From time to time, we may need to introduce or increase driver earnings and incentives to attract more drivers, and we may not be able to reduce the driver earnings and incentives that we offer without adversely affecting our liquidity network. Our operations and support expenses were RMB3.7 billion, RMB4.1 billion and RMB4.7 billion (US$0.7 billion) in 2018, 2019 and 2020, respectively, and RMB2.1 billion (US$0.3 billion) for the three months ended March 31, 2021, while our sales and marketing expenses were RMB7.6 billion, RMB7.5 billion and RMB11.1 billion (US$1.7 billion) in 2018, 2019 and 2020, respectively, and RMB5.1 billion (US$0.8 billion) for the three months ended March 31, 2021, as we scaled up our platform and grew new initiatives. Going forward, we expect the absolute amount of costs and expenses to continue increasing as we continue to invest in current and new technologies and services, grow the number of drivers and consumers on our platform and improve service offerings. We expect to achieve significant operating leverage as we grow our scale and achieve platform synergies. Our ability to manage costs and expenses while maintaining growth will affect how quickly we can begin to generate positive net income.

**Investments in technology**

Technology is the backbone of our platform, and we have made significant investments in technology since our founding, focusing in areas where we expect to enjoy the highest return. In 2018, 2019 and 2020, we incurred R&D expense of RMB4.4 billion, RMB5.3 billion and RMB6.3 billion (US$1.0 billion), respectively, and RMB1.9 billion (US$0.3 billion) in the first quarter of 2021. Historically, for ride hailing, we have developed a technology and data stack from the ground up to provide a suite of shared mobility technologies that support a ride from start to finish. We have partnered with a leading electric vehicle manufacturer in the development of electric vehicle technologies including an electric vehicle purpose-built for shared mobility, the D1. We are also in the process of developing autonomous driving hardware, software, infrastructure and data solutions, including an operating platform to manage an autonomous vehicle fleet that can be integrated with driver operated vehicles. We expect to continue to invest significant expenses on research and development in areas such as electric vehicles and autonomous driving capabilities.
In addition, our R&D team is critical to the success of our business and we will continue to invest in talent acquisition and retention.

**Investments and partnerships for strategic growth**

We have attracted third-party financings for several businesses in our Other Initiatives segment including bike and e-bike sharing, intra-city freight, community group buying and autonomous driving. To what extent we choose to access third-party financing to raise capital to grow these and similar businesses, and to what extent such financing is available and on what terms, will affect how rapidly these businesses grow and whether our ownership interest in them is diluted. We also enter into strategic partnerships to achieve certain specific purposes, such as our strategic partnership with a leading electric vehicle manufacturer to develop and manufacture the D1, and our joint ventures with certain of our ecosystem business partners.

**KEY COMPONENTS OF OUR RESULTS OF OPERATIONS**

**Revenues**

We generate our revenues from three segments: China Mobility, International and Other Initiatives. Our China Mobility segment mainly comprises our ride hailing, taxi hailing, chauffeur and hitch services operated in the PRC. Our International segment includes our ride hailing and food delivery services operated in overseas countries. Our Other Initiatives mainly consist of bike and e-bike sharing, certain auto solutions (primarily charging, refueling, maintenance and repair, and the leasing business that we carry out ourselves), intra-city freight, community group buying, autonomous driving and financial services. Despite the growth of our International and Other Initiatives segments since 2018, our China Mobility segment still accounted for 94.3% and 93.1% of our total revenues for the year ended December 31, 2020 and the three months ended March 31, 2021, respectively.

For each of our service offerings, we recognize revenues differently depending on who the customer is and whether we are the principal or agent in providing the service. We recognize revenues (i) on a gross basis (before subtracting driver earnings and incentives) when we are the principal in providing the service and (ii) on a net basis (after subtracting driver and partner earnings and incentives) when we are the agent in providing the service. Specifically, we recognize revenues for our ride hailing service in China on a gross basis as we consider ourselves as the ride service provider in accordance with the service agreements and the regulations in China. For additional discussion related to revenues, see "— Critical Accounting Policies, Judgments and Policies — Revenue Recognition."

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

<table>
<thead>
<tr>
<th></th>
<th>For the Years Ended December 31</th>
<th></th>
<th></th>
<th></th>
<th>For the Three Months Ended March 31</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018 %</td>
<td>2019 %</td>
<td>2020 %</td>
<td>2020 US$ %</td>
<td>2020 %</td>
<td>2021 %</td>
<td>2021 US$ %</td>
</tr>
<tr>
<td>China Mobility</td>
<td>133,207</td>
<td>98.5</td>
<td>147,940</td>
<td>95.6</td>
<td>133,645</td>
<td>94.3</td>
<td>18,945</td>
</tr>
<tr>
<td>International</td>
<td>411</td>
<td>0.3</td>
<td>1,975</td>
<td>1.3</td>
<td>2,333</td>
<td>1.6</td>
<td>767</td>
</tr>
<tr>
<td>Other Initiatives</td>
<td>1,670</td>
<td>1.2</td>
<td>4,871</td>
<td>3.1</td>
<td>5,758</td>
<td>4.1</td>
<td>760</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td><strong>135,288</strong></td>
<td><strong>100.0</strong></td>
<td><strong>154,786</strong></td>
<td><strong>100.0</strong></td>
<td><strong>141,736</strong></td>
<td><strong>100.0</strong></td>
<td><strong>20,472</strong></td>
</tr>
</tbody>
</table>
The following table sets forth the components of our costs and expenses, both in amounts and percentages of our operating expenses for the periods presented:

<table>
<thead>
<tr>
<th>Costs and expenses:</th>
<th>For the Years Ended December 31</th>
<th>For the Three Months Ended March 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td>Cost of revenues</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of revenues</td>
<td>127,842</td>
<td>139,665</td>
</tr>
<tr>
<td>Operations and support</td>
<td>3,665</td>
<td>4,078</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>7,604</td>
<td>7,495</td>
</tr>
<tr>
<td>Research and development</td>
<td>4,378</td>
<td>5,347</td>
</tr>
<tr>
<td>General and administrative</td>
<td>4,242</td>
<td>6,214</td>
</tr>
<tr>
<td>Total costs and expenses</td>
<td>147,731</td>
<td>162,799</td>
</tr>
</tbody>
</table>

Cost of Revenues

Cost of revenues, which are directly related to revenue generating transactions on our platform, primarily consist of driver earnings and incentives for ride hailing services in our China Mobility segment, depreciation and impairment of bikes and e-bikes, vehicles, insurance cost related to our service offerings, payment processing charges, and bandwidth and server related costs.

We expect that cost of revenues will increase in absolute amounts in future periods and vary from period to period as a percentage of revenues as we plan to continue to increase the volume of rides and expand the reach of our platform.

Operations and Support Expenses

Operations and support expenses consist primarily of personnel-related compensation expenses, including share-based compensation for our operations and support personnel, third party customer service fees, driver operation fees, other outsourcing fees and expenses related to general operations.

We expect that, in the short term, operations and support expenses will increase in absolute amounts for the foreseeable future as we continue to grow and expand our business.

Sales and Marketing Expenses

Sales and marketing expenses consist primarily of advertising and promotion expenses, certain incentives paid to consumers not considered as customers from an accounting perspective, amortization of acquired intangible assets utilized by sales and marketing functions, and personnel-related compensation expenses, including share-based compensation for our sales and marketing staff.

We expect that, in the short term, sales and marketing expenses will increase in absolute amounts and vary from period to period as a percentage of revenues for the foreseeable future as we plan to continue to invest in sales and marketing to attract and retain consumers on our platform and increase our brand awareness in China and internationally.
Research and Development Expenses

Research and development expenses consist primarily of personnel-related compensation expenses, including share-based compensation for employees in engineering, design and product development, depreciation of property and equipment utilized by research and development functions, and bandwidth and server related costs incurred by research and development functions. We expense all research and development expenses as incurred.

We expect that research and development expenses will increase in absolute amounts in future periods and vary from period to period as a percentage of revenues as we plan to continue to hire personnel to support our research and development efforts to expand the capabilities and scope of our platform and enhance user experience.

General and Administrative Expenses

General and administrative expenses consist primarily of personnel-related compensation expenses, including share-based compensation for our managerial and administrative staff, allowances for doubtful accounts, office rental and property management fees, professional services fees, depreciation and amortization related to assets used for managerial functions, and other administrative office expenses.

We expect that general and administrative expenses will increase in absolute amounts and vary from period to period as a percentage of revenues for the foreseeable future as we focus on processes, systems, and controls to enable our internal support functions to scale with the growth of our business. We expect to incur additional expenses as a result of operating as a public company, including expenses to comply with the rules and regulations applicable to companies listed on a national securities exchange, expenses related to compliance and reporting obligations pursuant to the rules and regulations of the SEC, as well as higher expenses for general and director and officer insurance, investor relations, and professional services.

TAXATION

Cayman Islands

We are incorporated in the Cayman Islands. 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. The Cayman Islands does not impose a withholding tax on payments of dividends to shareholders.

Hong Kong

Our subsidiaries incorporated in Hong Kong are subject to Hong Kong profit tax at a rate of 16.5%. Under Hong Kong tax law, our subsidiaries in Hong Kong are exempted from income tax on their foreign-derived income and there is no withholding tax in Hong Kong on remittance of dividends.

China

Generally, our subsidiaries and VIEs incorporated in China are subject to enterprise income tax on their worldwide taxable income as determined under PRC tax laws and accounting standards at a rate of 25%. One of our subsidiaries is entitled to a favorable statutory tax rate of 15% for the three years ending December 31, 2021 because of its qualification as a "High and New Technology Enterprise".

We are currently subject to value added tax, or VAT, at rates between 3% and 13% on the services we provide. Less any deductible VAT we have already paid or borne. We are also subject to surcharges on VAT payments in accordance with PRC law. In addition, as part of the Chinese
government's effort to ease the burden of business affected by COVID-19, the Ministry of Finance and the State Administration of Taxation temporarily reduced or exempted VAT on revenues derived from the provision of certain transportation services from January 2020 to March 2021.

Dividends paid by our wholly foreign-owned subsidiary in China to our intermediary holding company in Hong Kong will be subject to a withholding tax rate of 10%, unless the relevant Hong Kong entity satisfies all the requirements under the Arrangement between the Mainland of 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 and receives approval from the relevant tax authority. If our Hong Kong subsidiary satisfies all the requirements under the tax arrangement and receives approval from the relevant tax authority, then the dividends paid to the Hong Kong subsidiary would be subject to withholding tax at the standard rate of 5%.

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 Enterprise Income Tax Law, it would be subject to enterprise income tax on its worldwide income at a rate of 25%. See "Risk Factors — Risks Relating to Doing Business in China — If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders or ADS holders."
RESULTS OF OPERATIONS

The following table sets forth a summary of our combined results of operations for the period indicated, both in absolute amounts and as percentages of our total income. This information should be read together with our combined financial statements and related notes included elsewhere in this prospectus. The operating results in any period are not necessarily indicative of the results that may be expected for any future period.

<table>
<thead>
<tr>
<th>RESULTS OF OPERATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>For the Years Ended December 31.</td>
</tr>
<tr>
<td>(in millions, except percentages)</td>
</tr>
<tr>
<td>Revenues:</td>
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<tr>
<td>China Mobility</td>
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<tr>
<td>International</td>
</tr>
<tr>
<td>Other Initiatives</td>
</tr>
<tr>
<td>Total revenues</td>
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<tr>
<td>Costs and expenses:</td>
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<tr>
<td>Cost of revenues</td>
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<tr>
<td>Operations and support</td>
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<tr>
<td>Sales and marketing</td>
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<tr>
<td>Research and development</td>
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<tr>
<td>General and administrative</td>
</tr>
<tr>
<td>Total costs and expenses</td>
</tr>
<tr>
<td>Loss from operations</td>
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<tr>
<td>Interest income</td>
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<tr>
<td>Interest expenses</td>
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<tr>
<td>Investment income (loss), net</td>
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<tr>
<td>Impairment loss for equity investments accounted for using cost method/Measurement Alternative</td>
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<tr>
<td>Loss from equity method investments, net</td>
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<tr>
<td>Other income (loss), net</td>
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<tr>
<td>Income (loss) before income taxes</td>
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<tr>
<td>Income tax benefits</td>
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<tr>
<td>Net income (loss)</td>
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<tr>
<td>Less: Net loss attributable to non-controlling interest shareholders</td>
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<tr>
<td>Net income (loss) attributable to Xiaoju Kuaizhi Inc</td>
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<tr>
<td>Accretion of convertible redeemable non-controlling interests to redemption value</td>
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<tr>
<td>Deemed dividends to preferred shareholders upon repurchases of convertible preferred shares</td>
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<tr>
<td>Income allocation to participating preferred shares</td>
</tr>
<tr>
<td>Net income (loss) attributable to ordinary shareholders of Xiaoju Kuaizhi Inc</td>
</tr>
</tbody>
</table>

PERIOD TO PERIOD COMPARISON OF RESULTS OF OPERATIONS

Three months ended March 31, 2021 compared to three months ended March 31, 2020

**Revenues**

Revenues increased by 106% from RMB20.5 billion for the three months ended March 31, 2020 to RMB42.2 billion (US$6.4 billion) for the three months ended March 31, 2021. This increase was primarily due to the resumption of normal operating activities for our China Mobility segment. The total segment revenues of our China Mobility segment increased by 107% from RMB18.9 billion for the three months ended March 31, 2020 to RMB39.2 billion (US$6.0 billion) for the three months ended March 31, 2021. The number of transactions in our China Mobility segment increased by 116% from 1.1 billion for the three months ended March 31, 2020 to 2.3 billion for the three months ended March 31, 2021. The increases in revenue and the number of transactions were primarily due to the resumption of normal operating activities in China, as COVID-19-related restrictions on
mobility were reduced or lifted. The total segment revenues of our International segment increased by 4.8% from RMB766.8 million for the three months ended March 31, 2020 to RMB803.7 million (US$122.7 million) for the three months ended March 31, 2021, primarily due to the continued growth of food delivery services as an alternative to in-restaurant dining during the pandemic in the overseas countries where we operate, which was partially offset by the decline of ride hail services revenues. The number of transactions in our International segment increased from 0.3 billion for the three months ended March 31, 2020 to 0.4 billion for the three months ended March 31, 2021. Total segment revenues of our Other Initiatives segment increased by 180% from RMB0.8 billion for the three months ended March 31, 2020 to RMB2.1 billion (US$0.3 billion) for the three months ended March 31, 2021, primarily due to the growth of our bike and e-bike sharing services as well as the growth of revenues from new initiatives that we launched in 2020. The revenues of our bike and e-bike sharing services increased by 212% from RMB0.3 billion for the three months ended March 31, 2020 to RMB0.9 billion (US$0.1 billion) for the three months ended March 31, 2021.

Cost of Revenues

Cost of revenues increased by 117% from RMB17.4 billion for the three months ended March 31, 2020 to RMB37.6 billion (US$5.7 billion) for the three months ended March 31, 2021. This increase was primarily due to an increase of RMB16.4 billion in driver earnings and driver incentives for our ride hail business in China, driven primarily by the resumption of normal operations, and to a lesser extent by an increase in cost of revenues related to new initiatives that we launched in 2020 and increases in other cost of revenue items due to the resumption of other revenue generating transactions, including depreciation of bikes and e-bikes, insurance costs and payment processing charges.

Operations and Support Expenses

Our operations and support expenses increased by 140% from RMB0.9 billion for the three months ended March 31, 2020 to RMB2.1 billion (US$0.3 billion) for the three months ended March 31, 2021. This increase was primarily due to an increase of RMB0.7 billion in personnel-related compensation expenses driven by the growth in headcount, an increase of RMB0.2 billion in other third-party operations support fees, driven by the growth of our bike and e-bike sharing services, and an increase of RMB0.2 billion in third-party customer service and driver operation fees as we returned to normal operations in China.

Sales and Marketing Expenses

Our sales and marketing expenses increased by 189% from RMB1.8 billion for the three months ended March 31, 2020 to RMB5.1 billion (US$0.8 billion) for the three months ended March 31, 2021. The increase was primarily due to a RMB1.9 billion increase in incentives primarily for consumers that was mainly related to new initiatives we launched in 2020. The increase was also attributable to a RMB1.3 billion increase in advertising and promotion expenses as we expanded our marketing efforts for new initiatives and our ride hail business in China.

Research and Development Expenses

Our research and development expenses increased by 25.9% from RMB1.5 billion for the three months ended March 31, 2020 to RMB1.9 billion (US$0.3 billion) for the three months ended March 31, 2021, due primarily to an increase of RMB0.4 billion in personnel-related compensation expenses, including share-based compensation, as a result of increased research and development personnel headcount reflecting our continued commitment to investing in technology.
General and Administrative Expenses

Our general and administrative expenses decreased by 8.4% from RMB2.3 billion for the three months ended March 31, 2020 to RMB2.1 billion (US$0.3 billion) for the three months ended March 31, 2021, due primarily to a decrease of RMB0.4 billion in personnel-related compensation expenses, including shared-based compensation.

Investment income (loss), net

Our investment income (loss), net, improved from a loss of RMB0.5 billion for the three months ended March 31, 2020 to an income of RMB12.4 billion (US$1.9 billion) for the three months ended March 31, 2021, primarily due to the deconsolidation of Chengxin Technology Inc., or Chengxin, the entity engaged in the community group buying business, from which we recognized an unrealized gain of RMB9.1 billion (US$1.4 billion). In addition, we recognized a gain of RMB3.3 billion (US$0.5 billion) from an equity investment disposal.

Year ended December 31, 2020 compared to year ended December 31, 2019

Revenues

Revenues decreased by 8.4% from RMB154.8 billion in 2019 to RMB141.7 billion (US$21.6 billion) in 2020. This decrease was primarily due to the impact of the COVID-19 pandemic and the responses to it, such as lockdowns in the cities in which we operate, which reduced demand for the mobility services we provide through our China and International segments. The total segment revenues of our China Mobility segment decreased by 9.7% from RMB147.9 billion in 2019 to RMB133.6 billion (US$20.4 billion) in 2020. The number of transactions in our China Mobility segment decreased by 10.6% from 8.7 billion in 2019 to 7.8 billion in 2020. Although the adverse impact of the COVID-19 pandemic on transactions was significant during the first half of 2020, revenues recovered throughout the second half of 2020 after COVID-19-related restrictions on mobility had been reduced. Our revenues from China Mobility for the second half of 2020 rebounded and increased from that of the same period of 2019. The total segment revenues of our International segment increased by 18.1% from RMB2.0 billion in 2019 to RMB2.3 billion (US$0.4 billion) in 2020, primarily due to the growth of ride hailing services, the growth of food delivery services as an alternative to in-restaurant dining during the pandemic, and our expansion of ride hailing services into additional countries. The number of transactions in our International segment increased from 1.0 billion in 2019 to 1.3 billion in 2020. Total segment revenues of our Other Initiatives segment increased by 18.2% from RMB4.9 billion in 2019 to RMB5.8 billion (US$0.9 billion) in 2020, primarily due to the growth of our bike and e-bike sharing services. The revenues of our bike and e-bike sharing services increased by 106.9% from RMB1.5 billion in 2019 to RMB3.2 billion (US$0.5 billion) in 2020.

Cost of Revenues

Cost of revenues decreased by 9.9% from RMB139.7 billion in 2019 to RMB125.8 billion (US$19.2 billion) in 2020. This decrease was primarily due to a decrease of RMB16.9 billion in driver earnings and driver incentives for our ride hailing business in China, driven primarily by the impact of the COVID-19 pandemic, partially offset by a RMB1.3 billion increase in depreciation expenses mainly due to the growth of our bike and e-bike fleets.

Operations and Support Expenses

Our operations and support expenses increased by 15.1% from RMB4.1 billion in 2019 to RMB4.7 billion (US$0.7 billion) in 2020. This increase was primarily due to an increase of RMB0.7 billion in other third-party operations support fees, which were primarily paid to third party...
workers tasked with moving and operating our bike and e-bike fleets, as a result of the growth of our bike and e-bike sharing business, partially offset by a decrease of RMB0.2 billion in third-party customer service and order-related expenses, driven by increased efficiency and reduced costs.

Sales and Marketing Expenses

Our sales and marketing expenses increased by 48.6% from RMB7.5 billion in 2019 to RMB11.1 billion (US$1.7 billion) in 2020. This increase was primarily due to a RMB2.5 billion increase in advertising and promotion expenses as we expanded our marketing efforts for our ride hailing and Other Initiatives. Included in sales and marketing expenses were RMB1.1 billion and RMB2.1 billion (US$0.3 billion) of incentives for consumers in 2019 and 2020, respectively. The increase was primarily related to new initiatives that we launched in 2020.

Research and Development Expenses

Our research and development expenses increased by 18.1% from RMB5.3 billion in 2019 to RMB6.3 billion (US$1.0 billion) in 2020, due primarily to an increase of RMB0.8 billion in personnel-related compensation expenses including share-based compensation as a result of increased research and development personnel headcount reflecting our continued commitment to investing in technology.

General and Administrative Expenses

Our general and administrative expenses increased by 21.5% from RMB6.2 billion in 2019 to RMB7.6 billion (US$1.2 billion) in 2020, due primarily to an increase of RMB0.8 billion in personnel-related compensation expenses including share-based compensation driven by an increase in general and administrative personnel headcount and the expansion of our new initiatives, as well as by an increase in professional service fees of RMB0.2 billion driven by the growth of our operations.

Investment income (loss), net

Our investment income (loss), net, improved from a loss of RMB0.5 billion in 2019 to an income of RMB2.8 billion (US$0.4 billion) in 2020, primarily due to an increase in the ADS price of Uber during 2020. We disposed all the shares we held in Uber in 2020 and recognized a disposal gain of RMB2.8 billion (US$0.4 billion).

Impairment loss for equity investments accounted for using cost method/Measurement Alternative

Our impairment loss for equity investments accounted for using cost method/Measurement Alternative decreased by 29.6% from RMB1.5 billion in 2019 to RMB1.0 billion (US$0.2 billion) in 2020. The impairment charges in 2019 were primarily attributable to an equity investment in an online second-hand vehicle sales business, due to its adverse performance. The impairment charges in 2020 were primarily attributable to our equity investments in auto solutions, due to the impact of COVID-19.

Other income (loss), net

Our other income (loss), net improved from a loss of RMB0.5 billion in 2019 to an income of RMB1.0 billion (US$0.2 billion) in 2020, primarily due to a foreign exchange gain of RMB1.2 billion (US$0.2 billion) in 2020, as compared with a foreign exchange loss of RMB0.2 billion in 2019.
Year ended December 31, 2019 compared to year ended December 31, 2018

Revenues

Revenues increased by 14.4% from RMB135.3 billion in 2018 to RMB154.8 billion in 2019. The total segment revenues of our China Mobility segment increased by 11.1% from RMB133.2 billion in 2018 to RMB147.9 billion in 2019, primarily due to an increased number of ride hailing transactions on our platform in our China Mobility segment. The total segment revenues of our International segment increased from RMB0.4 billion in 2018 to RMB2.0 billion in 2019, primarily due to the growth of our business in existing markets. The number of transactions in our International segment increased from 0.3 billion in 2018 to 1.0 billion in 2019. The total segment revenues of our Other Initiatives segment increased from RMB1.7 billion in 2018 to RMB4.9 billion in 2019, primarily due to the growth of our bike and e-bike sharing and auto solutions services. The revenues of our bike and e-bike sharing services increased from RMB0.2 billion in 2018 to RMB1.5 billion in 2019.

Cost of Revenues

Cost of revenues increased by 9.2% from RMB127.8 billion in 2018 to RMB139.7 billion in 2019. This increase was primarily due to an increase of RMB11.4 billion in driver earnings, driven by an increased number of transactions for ride hailing services in China.

Operations and Support Expenses

Our operations and support expenses increased by 11.3% from RMB3.7 billion in 2018 to RMB4.1 billion in 2019. This increase was primarily due to an increase of RMB0.5 billion in personnel-related compensation expenses, including share-based compensation, driven by an increase in operations and support personnel headcount, as well as an increase of RMB0.3 billion in other third-party operations support fees as a result of the growth of our bike and e-bike fleets.

Sales and Marketing Expenses

Our sales and marketing expenses decreased by 1.4% from RMB7.6 billion in 2018 to RMB7.5 billion in 2019. This decrease was primarily due to a decrease in incentives for consumers.

Research and Development Expenses

Our research and development expenses increased by 22.2% from RMB4.4 billion in 2018 to RMB5.3 billion in 2019, due primarily to an increase of RMB1.0 billion in personnel-related compensation costs, including share-based compensation, as a result of increased research and development personnel headcount. Our increased research and development expenses were driven by our commitment to investing in research and development as a technology-focused company.

General and Administrative Expenses

Our general and administrative expenses increased by 46.5% from RMB4.2 billion in 2018 to RMB6.2 billion in 2019, primarily due to an increase of RMB1.3 billion personnel-related compensation costs mainly relating to an increase in share-based compensation.

Investment income (loss), net

Our investment income (loss), net, improved from a loss of RMB0.8 billion in 2018 to a loss of RMB0.5 billion in 2019. In 2018, we recognized an aggregate loss totaling RMB1.2 billion related to the forfeiture of our warrant investment in Uber, which was partially offset by a re-measurement gain of RMB0.5 billion from our previously held equity interests in 99 Taxis immediately before we
acquired 99 Taxis in 2018. In 2019, we recognized an unrealized loss of RMB0.4 billion in equity securities investments.

**Impairment loss for equity investments accounted for using cost method/Measurement Alternative**

Our impairment loss for equity investments accounted for using cost method/Measurement Alternative decreased by 42.9% from RMB2.5 billion in 2018 to RMB1.5 billion in 2019. The impairment charges in 2018 were primarily attributable to an equity investment in a bike sharing business, due to its adverse performance. The impairment charges in 2019 were primarily attributable to an equity investment in an online second-hand vehicle sales business, due to its adverse performance.

**SEGMENTS**

We operate our business in three segments: China Mobility, International and Other Initiatives. We use adjusted EBITA as our segment performance measure.

The following table presents the total revenues by segment for the periods presented:

<table>
<thead>
<tr>
<th></th>
<th>For the Years Ended December 31,</th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>(in millions)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>China Mobility</td>
<td>133,207</td>
<td>147,940</td>
</tr>
<tr>
<td>International</td>
<td>411</td>
<td>1,975</td>
</tr>
<tr>
<td>Other Initiatives</td>
<td>1,670</td>
<td>4,871</td>
</tr>
<tr>
<td><strong>Total segment revenues</strong></td>
<td><strong>135,288</strong></td>
<td><strong>154,786</strong></td>
</tr>
</tbody>
</table>

See "—Period to Period Comparison of Results of Operations" for a discussion of changes in total revenues by segment, under the three sections entitled "—Revenues."

The following table presents the total Adjusted EBITA and total consolidated loss from operations by segment for the periods presented:

<table>
<thead>
<tr>
<th></th>
<th>For the Years Ended December 31,</th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>(in millions)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>China Mobility</td>
<td>(274)</td>
<td>3,844</td>
</tr>
<tr>
<td>International</td>
<td>(2,428)</td>
<td>(3,152)</td>
</tr>
<tr>
<td>Other Initiatives</td>
<td>(5,945)</td>
<td>(3,456)</td>
</tr>
<tr>
<td><strong>Total Adjusted EBITA</strong></td>
<td><strong>(8,647)</strong></td>
<td><strong>(2,764)</strong></td>
</tr>
<tr>
<td>Share-based compensation</td>
<td>(1,678)</td>
<td>(3,140)</td>
</tr>
<tr>
<td>Amortization of intangible assets</td>
<td>(2,118)</td>
<td>(2,109)</td>
</tr>
</tbody>
</table>
### China Mobility Segment

The Adjusted EBITA of our China Mobility segment improved from a loss of RMB0.3 billion in 2018 to a gain of RMB3.8 billion in 2019 and increased by 3.0% from a gain of RMB3.8 billion in 2019 to a gain of RMB4.0 billion (US$0.6 billion) in 2020. The Adjusted EBITA of our China Mobility segment increased from a gain of RMB0.6 billion for the three months ended March 31, 2020 to a gain of RMB3.6 billion (US$0.6 billion) for the same period in 2021. The increase of China Mobility segment Adjusted EBITA in 2019 was primarily attributable to an increase in China Mobility segment revenue partially offset by an increase in driver earnings and incentives attributable to the overall growth of the business. The increase of China Mobility segment Adjusted EBITA in 2020 was primarily attributable to our increased operating efficiency despite a decrease in China Mobility segment revenue for the reasons discussed above. The increase of China Mobility segment Adjusted EBITA for the three months ended March 31, 2021 as compared to the same period in 2020 was primarily attributable to a strong increase in revenues in the first quarter of 2021 as our business rebounded from the adverse impact of the COVID-19 pandemic in China.

### International Segment

The Adjusted EBITA loss of our International segment increased by 29.8% from a loss of RMB2.4 billion in 2018 to a loss of RMB3.2 billion in 2019 and increased by 12.1% from a gain of RMB3.2 billion in 2019 to RMB3.5 billion (US$0.5 billion) in 2020. The Adjusted EBITA loss of our International segment increased from a gain of RMB0.7 billion for the three months ended March 31, 2020 to a loss of RMB1.0 billion (US$0.2 billion) for the same period in 2021. The increase of International segment Adjusted EBITA loss in 2020 was primarily attributable to our increased investment in expanding our international operations in ride hailing and food delivery. The increase of International segment Adjusted EBITA loss in 2020 was primarily attributable to our increased investment in food delivery business, which was partially offset by the improved efficiency of ride hailing business and less marketing expenditure due to COVID-19 pandemic. The increase of International segment Adjusted EBITA loss for the three months ended March 31, 2021 as compared to the same period in 2020 was primarily attributable to our increased investment in our food delivery business and our newly launched countries of ride hailing business, together with the adverse impact of the COVID-19 pandemic on our ride-hailing operations in 2021.

### Total Depreciation Expenses of Property and Equipment

<table>
<thead>
<tr>
<th></th>
<th>For the Years Ended December 31,</th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td></td>
<td>(in millions)</td>
<td></td>
</tr>
<tr>
<td>China Mobility</td>
<td>279</td>
<td>301</td>
</tr>
<tr>
<td>International</td>
<td>37</td>
<td>65</td>
</tr>
<tr>
<td>Other Initiatives</td>
<td>351</td>
<td>1,537</td>
</tr>
<tr>
<td>Total depreciation expenses of property and equipment</td>
<td>667</td>
<td>1,903</td>
</tr>
</tbody>
</table>
Other Initiatives Segment

The Adjusted EBITA loss of our Other Initiatives segment decreased by 41.9% from a loss of RMB5.9 billion in 2018 to a loss of RMB3.5 billion in 2019 and increased by 155% from a loss of RMB3.5 billion in 2019 to a loss of RMB8.8 billion (US$1.3 billion) in 2020. The Adjusted EBITA loss of our Other Initiatives segment increased from a loss of RMB1.1 billion for the three months ended March 31, 2020 to a loss of RMB8.1 billion (US$1.2 billion) for the same period in 2021. The decrease of Other Initiatives segment Adjusted EBITA loss in 2019 was primarily attributable to our halt of certain service offerings in 2018. The increase of Other Initiatives segment Adjusted EBITA loss in 2020 was primarily attributable to our investments in new initiatives such as intra-city freight and community group buying. The increase of Other Initiatives segment Adjusted EBITA loss for the three months ended March 31, 2021 as compared to the same period in 2020 was likewise primarily attributable to our investments in new initiatives such as intra-city freight and community group buying businesses.

SELECTED QUARTERLY RESULTS OF OPERATIONS

The following table sets forth our historical unaudited condensed consolidated selected quarterly results of operations for the periods indicated. We have prepared this unaudited condensed consolidated selected quarterly financial data on the same basis as we have prepared our audited consolidated financial statements.

For the Three Months Ended

<table>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>China Mobility</td>
<td>32,787</td>
<td>36,203</td>
<td>39,014</td>
<td>39,936</td>
<td>18,945</td>
<td>29,433</td>
<td>41,111</td>
<td>44,156</td>
<td>39,235</td>
</tr>
<tr>
<td>International</td>
<td>270</td>
<td>419</td>
<td>557</td>
<td>729</td>
<td>767</td>
<td>373</td>
<td>502</td>
<td>691</td>
<td>804</td>
</tr>
<tr>
<td>Other Initiatives</td>
<td>937</td>
<td>1,297</td>
<td>1,429</td>
<td>1,208</td>
<td>760</td>
<td>1,361</td>
<td>1,785</td>
<td>1,852</td>
<td>2,124</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td>33,994</td>
<td>37,919</td>
<td>41,000</td>
<td>41,873</td>
<td>20,472</td>
<td>31,167</td>
<td>43,398</td>
<td>46,699</td>
<td>42,163</td>
</tr>
<tr>
<td><strong>Costs and expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of revenues</td>
<td>(30,791)</td>
<td>(34,566)</td>
<td>(36,161)</td>
<td>(38,147)</td>
<td>(17,354)</td>
<td>(26,627)</td>
<td>(37,323)</td>
<td>(44,520)</td>
<td>(37,597)</td>
</tr>
<tr>
<td>Operations and Support</td>
<td>(950)</td>
<td>(955)</td>
<td>(1,088)</td>
<td>(1,085)</td>
<td>(897)</td>
<td>(926)</td>
<td>(1,219)</td>
<td>(1,654)</td>
<td>(2,149)</td>
</tr>
<tr>
<td>Sales and marketing expenses</td>
<td>(1,498)</td>
<td>(1,636)</td>
<td>(1,930)</td>
<td>(2,431)</td>
<td>(1,769)</td>
<td>(1,498)</td>
<td>(2,654)</td>
<td>(5,215)</td>
<td>(5,107)</td>
</tr>
<tr>
<td>Research and development expenses</td>
<td>(1,333)</td>
<td>(1,178)</td>
<td>(1,243)</td>
<td>(1,593)</td>
<td>(1,478)</td>
<td>(1,435)</td>
<td>(1,568)</td>
<td>(1,836)</td>
<td>(1,862)</td>
</tr>
<tr>
<td>General and administrative expenses</td>
<td>(1,067)</td>
<td>(1,712)</td>
<td>(1,436)</td>
<td>(1,999)</td>
<td>(2,296)</td>
<td>(1,485)</td>
<td>(1,732)</td>
<td>(2,038)</td>
<td>(2,102)</td>
</tr>
<tr>
<td><strong>Total costs and expenses</strong></td>
<td>(35,639)</td>
<td>(40,047)</td>
<td>(41,858)</td>
<td>(45,255)</td>
<td>(23,794)</td>
<td>(31,971)</td>
<td>(44,496)</td>
<td>(55,263)</td>
<td>(48,817)</td>
</tr>
<tr>
<td><strong>Loss from operations</strong></td>
<td>(1,645)</td>
<td>(2,128)</td>
<td>(858)</td>
<td>(3,322)</td>
<td>(3,222)</td>
<td>(804)</td>
<td>(1,998)</td>
<td>(8,564)</td>
<td>(6,654)</td>
</tr>
<tr>
<td>Interest income</td>
<td>337</td>
<td>333</td>
<td>332</td>
<td>359</td>
<td>337</td>
<td>298</td>
<td>309</td>
<td>285</td>
<td>187</td>
</tr>
<tr>
<td>Interest expenses</td>
<td>(10)</td>
<td>(21)</td>
<td>(23)</td>
<td>(16)</td>
<td>(19)</td>
<td>(20)</td>
<td>(46)</td>
<td>(51)</td>
<td>(61)</td>
</tr>
<tr>
<td>Investment income (loss), net</td>
<td>156</td>
<td>3,024</td>
<td>(3,435)</td>
<td>(221)</td>
<td>(462)</td>
<td>561</td>
<td>830</td>
<td>1,904</td>
<td>12,361</td>
</tr>
<tr>
<td>Impairment loss for equity investments accounted for using cost method/Measurement Alternative</td>
<td>(42)</td>
<td>—</td>
<td>—</td>
<td>(1,409)</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(1,022)</td>
<td>—</td>
</tr>
<tr>
<td>Loss from equity method investments, net</td>
<td>(479)</td>
<td>(155)</td>
<td>(117)</td>
<td>(228)</td>
<td>(195)</td>
<td>(162)</td>
<td>(151)</td>
<td>(550)</td>
<td>(45)</td>
</tr>
<tr>
<td>Other income (loss), net</td>
<td>177</td>
<td>(275)</td>
<td>(426)</td>
<td>71</td>
<td>(490)</td>
<td>11</td>
<td>780</td>
<td>730</td>
<td>(384)</td>
</tr>
<tr>
<td><strong>Income (loss) before income taxes</strong></td>
<td>(1,506)</td>
<td>778</td>
<td>(4,527)</td>
<td>(4,826)</td>
<td>(4,151)</td>
<td>(116)</td>
<td>624</td>
<td>(7,268)</td>
<td>5,404</td>
</tr>
<tr>
<td>Income tax benefits</td>
<td>122</td>
<td>66</td>
<td>107</td>
<td>53</td>
<td>179</td>
<td>46</td>
<td>41</td>
<td>37</td>
<td>79</td>
</tr>
<tr>
<td><strong>Net Income (Loss)</strong></td>
<td>(1,384)</td>
<td>844</td>
<td>(4,420)</td>
<td>(4,773)</td>
<td>(3,972)</td>
<td>(70)</td>
<td>665</td>
<td>(7,231)</td>
<td>5,483</td>
</tr>
</tbody>
</table>
Our operating results fluctuate from quarter to quarter as a result of a variety of factors, primarily including seasonality, our growth of existing businesses, our expansion in service offerings and markets, spend on driver earnings and incentives, and sales and marketing expenses.

We experience seasonality in our China Mobility business, with lower levels of activity in the first quarter resulting from the Chinese New Year holiday. Consequently, we typically generate lower GTV and revenue in the first quarter. We also experience seasonal increases in our International GTV and revenue in the fourth quarter due to holidays, although the historical growth in our International business has outpaced the impact of seasonality thus far. We expect this seasonal trend to continue in the future.

Our results of operations were negatively affected by COVID-19. This resulted in a decline in China Mobility GTV, and consequently China Mobility revenue as well as our total revenues, cost of revenues and certain expenses in the first quarter of 2020. COVID-19 impacted the revenue of our International business from the second quarter of 2020.

Our loss from operations increased significantly in the fourth quarters of 2019 and 2020, primarily due to our increased cost of revenue driven by increased driver incentives for ride hailing business in China, increased sales and marketing expenses with higher level of promotional activity and our investment in new initiatives. Our net income in the second quarter of 2019 and the third quarter of 2020 was primarily due to the investment income we recognized from certain equity securities investments. Our net income in the first quarter of 2021 was primarily due to the investment income we recognized from the deconsolidation of Chengxin and an equity investment disposal.

LIQUIDITY AND CAPITAL RESOURCES

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

<table>
<thead>
<tr>
<th>Data:</th>
<th>For the Years Ended December 31,</th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>Net cash provided by (used in) operating activities</td>
<td>(9,228)</td>
<td>1,445</td>
</tr>
<tr>
<td></td>
<td>(2,983)</td>
<td>(6,138)</td>
</tr>
<tr>
<td>Net cash provided by (used in) investing activities</td>
<td>(18,449)</td>
<td>(6,150)</td>
</tr>
<tr>
<td>Net cash provided by financing activities</td>
<td>23,277</td>
<td>2,952</td>
</tr>
<tr>
<td>Effect of exchange rate changes on cash and cash equivalents</td>
<td>832</td>
<td>510</td>
</tr>
<tr>
<td>Net increase (decrease) in cash, cash equivalents and restricted cash</td>
<td>(3,568)</td>
<td>(1,243)</td>
</tr>
<tr>
<td>Cash, cash equivalents and restricted cash at beginning of the period</td>
<td>18,491</td>
<td>14,923</td>
</tr>
<tr>
<td>Cash, cash equivalents and restricted cash at end of the period</td>
<td>14,923</td>
<td>13,680</td>
</tr>
</tbody>
</table>

Cash and cash equivalents represent cash on hand, time deposits and highly liquid investments placed with banks or other financial institutions, which are unrestricted as to withdrawal for use, and which have original maturities less than three months. As of December 31, 2018, 2019 and 2020, cash held in accounts managed by online payment platforms such as Alipay and
WeChat Pay amounted to RMB1.2 billion, RMB1.0 billion and RMB1.3 billion (US$0.2 billion) respectively. As of March 31, 2021, cash held in accounts managed by online payment platforms amounted to RMB0.8 billion (US$0.1 billion). These amounts of cash held by online payment platforms have been classified as cash and cash equivalents on our consolidated balance sheets. Cash and time deposits that are restricted as to withdrawal for use or pledged as security are reported as restricted cash. Restricted cash is classified into current and non-current based on the length of restricted period. Our restricted cash consists primarily of security deposits for the bank acceptance bills.

Historically, we have funded our operations through a combination of cash from operations, private rounds of equity financing and credit facilities from commercial banks. We had net cash used in operating activities of RMB9.2 billion in 2018, net cash provided by operating activities of RMB1.4 billion in 2019, and net cash provided by operating activities of RMB1.1 billion (US$0.2 billion) in 2020, respectively. We had net cash used in operating activities of RMB6.1 billion (US$0.9 billion) in the three months ended March 31, 2021. As of December 31, 2020 and March 31, 2021, we had RMB21.6 billion (US$3.3 billion) and RMB24.0 billion (US$3.7 billion), respectively, in cash, cash equivalents and restricted cash. In April 2021, we entered into a revolving credit facility agreement with certain banks, pursuant to which we may borrow up to US$1.6 billion, with an accordion option of up to US$0.4 billion. Loans borrowed under this revolving facility bear applicable interest rates at 1.00% plus LIBOR, subject to certain adjustments. As of the date of this prospectus, we have not drawn down on the revolving credit facility.

We believe that our cash from operations, existing cash, cash equivalents, short-term investments and revolving credit facility are sufficient to fund our operating activities, capital expenditures and other obligations for the next 12 months. After this offering, we may decide to enhance our liquidity position or increase our cash reserve through additional capital and finance funding. The issuance and sale of additional equity would result in further dilution to our shareholders. The incurrence of indebtedness would result in increased fixed obligations and could result in operating covenants that would restrict our operations. We cannot assure you that financing will be available in amounts or on terms acceptable to us, if at all.

In utilizing the proceeds we expect to receive from this offering, we may make additional capital contributions to our PRC subsidiaries, establish new PRC subsidiaries and make capital contributions to these new PRC subsidiaries, make loans to our PRC subsidiaries, or acquire offshore entities with business operations in China in offshore transactions. However, most of these uses are subject to PRC regulations and approvals or registrations. See "Risk Factors — Risks Related to Doing Business in China — PRC regulation of loans to and direct investment in PRC entities by offshore holding companies and governmental control of currency conversion may delay or prevent us from using the proceeds of this offering to make loans or additional capital contributions to our PRC subsidiary, our VIEs and their subsidiaries, which could materially and adversely affect our liquidity and our ability to fund and expand our business," and "Use of Proceeds."

A large majority of our future revenues for the foreseeable future is likely to be in Renminbi. Under existing PRC foreign exchange regulations, payments of current account items, including profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior SAFE approval as long as certain routine procedural requirements are fulfilled. Therefore, our PRC subsidiaries are allowed to pay dividends in foreign currencies to us without prior SAFE approval by following certain routine procedural requirements. However, approval from or registration with competent government authorities is required where the 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. The PRC
government may at its discretion restrict access to foreign currencies for current account transactions in the future.

**Operating Activities**

Net cash used in operating activities for the three months ended March 31, 2021 was RMB6.1 billion (US$0.9 billion), as compared to a net income of RMB5.5 billion (US$0.8 billion) for the same period. The difference was due to RMB9.6 billion (US$1.4 billion) for non-cash or non-operating adjustments and RMB2.0 billion (US$0.3 billion) for changes in our working capital accounts. Non-cash or non-operating adjustments consisted primarily of, investment income of RMB12.4 billion (US$1.9 billion), depreciation and amortization expenses of RMB1.6 billion (US$0.2 billion) and share-based compensation of RMB0.7 billion (US$0.1 billion). Changes in our working capital accounts consisted primarily of a decrease of RMB1.1 billion (US$0.2 billion) in accounts and notes payable, and an increase of RMB0.6 billion in (US$0.1 billion) in prepayments, receivables and other current assets, and a decrease of RMB0.5 billion (US$0.1 billion) in accrued expenses and other current liabilities, partially offset by a decrease of RMB0.7 billion (US$0.1 billion) in amounts due from related parties.

Net cash provided by operating activities for the year ended December 31, 2020 was RMB1.1 billion (US$0.2 billion), as compared to a net loss of RMB10.6 billion (US$1.6 billion) for the same year. The difference was due to RMB8.1 billion (US$1.2 billion) for non-cash or non-operating adjustments and RMB3.6 billion (US$0.6 billion) for changes in our working capital accounts. Non-cash or non-operating adjustments consisted primarily of depreciation and amortization expenses of RMB5.3 billion (US$0.8 billion), share-based compensation of RMB3.4 billion (US$0.5 billion) and loss from equity method investments, net of RMB1.1 billion (US$0.2 billion), partially offset by investment income, net, of RMB2.8 billion (US$0.4 billion). Changes in our working capital accounts consisted primarily of an increase in accrued expenses and other current liabilities of RMB3.1 billion (US$0.5 billion) and an increase of RMB1.2 billion (US$0.2 billion) in accounts and notes payable, partially offset by an increase of RMB0.7 billion (US$0.1 billion) in prepayments, receivables and other current assets.

Net cash provided by operating activities for the year ended December 31, 2019 was RMB1.4 billion, as compared to a net loss of RMB9.7 billion for the same year. The difference was due to RMB10.6 billion for non-cash or non-operating adjustments and RMB0.5 billion for changes in our working capital accounts. Non-cash or non-operating adjustments consisted primarily of depreciation, amortization expenses of RMB4.0 billion, share-based compensation of RMB3.1 billion, impairment loss for equity investments accounted for using cost method/Measurement Alternative of RMB1.5 billion and loss from equity method investments, net of RMB1.0 billion. Changes in our working capital accounts consisted primarily of an increase in accrued expenses and other current liabilities of RMB2.1 billion, partially offset by an increase in accounts and notes receivable of RMB1.2 billion and an increase of RMB0.5 billion in prepayments, receivables and other current assets.

Net cash used in operating activities for the year ended December 31, 2018 was RMB9.2 billion, as compared to a net loss of RMB15.0 billion for the same year. The difference was due to RMB8.3 billion for non-cash or non-operating adjustments, partially offset by RMB2.5 billion for changes in our working capital accounts. Non-cash or non-operating adjustments consisted primarily of depreciation and amortization expenses of RMB2.8 billion, impairment loss for equity investments accounted for using cost method/Measurement Alternative of RMB2.5 billion and share-based compensation of RMB1.7 billion. Changes in our working capital accounts consisted primarily of an increase in accounts and notes receivable of RMB1.4 billion, an increase in prepayments, receivables and other current assets of RMB2.0 billion and a decrease in accounts.
Investing Activities

Net cash used in investing activities for the three months ended March 31, 2021 was RMB2.0 billion (US$0.3 billion), primarily as a result of the purchase of convertible notes of Chengxin of RMB13.8 billion (US$2.1 billion), loans receivable originated of RMB3.5 billion (US$0.5 billion), purchase of property, equipment and intangible assets of RMB2.7 billion (US$0.4 billion), purchase of short-term investments and long-term time deposits of RMB2.5 billion (US$0.4 billion) and deconsolidation of Chengxin of RMB0.6 billion (US$0.1 billion), partially offset by the proceeds from maturities of short-term investments and long-term time deposits of RMB15.6 billion (US$2.4 billion), proceeds from disposal of long-term investments and investment securities of RMB3.2 billion (US$0.5 billion) and cash received from loan repayments of RMB2.7 billion (US$0.4 billion).

Net cash used in investing activities for the year ended December 31, 2020 was RMB1.9 billion (US$0.3 billion), primarily as a result of the purchase of short-term investments and long-term time deposits of RMB71.4 billion (US$10.9 billion), loans receivable originated of RMB6.5 billion (US$1.0 billion), purchase of property, equipment and intangible assets of RMB5.8 billion (US$0.9 billion) and purchase of long-term investments of RMB0.8 billion (US$0.1 billion), partially offset by the proceeds from maturities of short-term investments and long-term time deposits of RMB71.0 billion (US$10.8 billion), proceeds from disposal of long-term investments and investment securities of RMB6.8 billion (US$1.0 billion) and cash received from loan repayments of RMB4.9 billion (US$0.8 billion).

Net cash used in investing activities for the year ended December 31, 2019 was RMB6.2 billion, primarily as a result of the purchase of short-term investments and long-term time deposits of RMB55.1 billion, loans receivable originated of RMB6.0 billion, purchase of long-term investments of RMB2.8 billion and purchase of property, equipment and intangible assets of RMB2.3 billion, partially offset by the proceeds from maturities of short-term investments and long-term time deposits of RMB51.6 billion, cash received from loan repayments of RMB6.2 billion and proceeds from disposal of long-term investments and investment securities of RMB2.4 billion.

Net cash used in investing activities for the year ended December 31, 2018 was RMB18.4 billion, primarily as a result of the purchase of short-term investments and long-term time deposits of RMB53.9 billion, purchase of property, equipment and intangible assets of RMB5.5 billion, loans receivable originated of RMB4.5 billion, purchase of long-term investments of RMB3.5 billion and cash paid for acquisition of subsidiaries, net of cash acquired, of RMB1.9 billion, partially offset by the proceeds from maturities of short-term investments and long-term time deposits of RMB48.3 billion and cash received from loan repayments of RMB2.4 billion.

Financing Activities

Net cash provided by financing activities for the three months ended March 31, 2021 was RMB10.3 billion (US$1.6 billion), primarily as a result of proceeds from issuance of convertible redeemable non-controlling interest and convertible non-controlling interest, net of issuance cost, of RMB8.1 billion (US$1.2 billion), proceeds from short-term borrowings of RMB2.2 billion (US$0.3 billion), and proceeds from long-term borrowings of RMB0.8 billion (US$0.1 billion), partially offset by repayments of short-term borrowings of RMB0.4 billion (US$0.1 billion).

Net cash provided by financing activities for the year ended December 31, 2020 was RMB9.3 billion (US$1.4 billion), primarily as a result of proceeds from short-term borrowings of RMB5.3 billion (US$0.8 billion), proceeds from issuance of convertible redeemable non-controlling interest and convertible non-controlling interest, net of issuance cost, of RMB3.3 billion (US$0.5 billion) and proceeds from long-term borrowings of RMB1.7 billion (US$0.3 billion), partially offset by repayments of short-term borrowings of RMB0.7 billion (US$0.1 billion).
Net cash provided by financing activities for the year ended December 31, 2019 was RMB3.0 billion, primarily as a result of proceeds from issuance of convertible preferred shares, net of issuance cost, of RMB3.6 billion, proceeds from long-term borrowings of RMB0.8 billion, and proceeds from short-term borrowings of RMB0.6 billion, partially offset by repayments of short-term borrowings of RMB2.0 billion.

Net cash provided by financing activities for the year ended December 31, 2018 was RMB23.3 billion, primarily as a result of proceeds from issuance of convertible preferred shares, net of issuance costs, of RMB26.2 billion, partially offset by repurchase of convertible preferred shares and ordinary shares of RMB2.5 billion.

CONTRACTUAL OBLIGATIONS

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

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Less than 1 year</th>
<th>1-3 years</th>
<th>3-5 years</th>
<th>More than 5 years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(RMB)</td>
<td>(US$)</td>
<td>(RMB)</td>
<td>(RMB)</td>
<td>(RMB)</td>
</tr>
<tr>
<td>Non-cancellable leases</td>
<td>117</td>
<td>18</td>
<td>76</td>
<td>40</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>117</td>
<td>18</td>
<td>76</td>
<td>40</td>
<td>1</td>
</tr>
</tbody>
</table>

Non-cancellable leases represent leases for office premises and warehouse.

Our investment commitments primarily relate to capital contribution obligations under certain arrangements which do not have contractual maturity dates. The total investment commitments contracted but not yet reflected in our financial statements amounted to RMB96 million (US$15 million).

Other than as shown above, we did not have any significant capital and other commitments, long-term obligations, or guarantees as of December 31, 2020.

OFF-BALANCE SHEET COMMITMENTS AND ARRANGEMENTS

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

HOLDING COMPANY STRUCTURE

Xiaoju Kuazhi Inc. is a holding company with no material operations of its own. We conduct our operations primarily through our PRC subsidiaries, our VIEs and our VIEs’ subsidiaries in China. As a result, Xiaoju Kuazhi Inc.’s ability to pay dividends depends upon dividends paid by our PRC subsidiaries. If our existing PRC subsidiaries or any newly formed ones 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 wholly foreign-owned subsidiaries in China are permitted to pay dividends to us only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. Under PRC law, each of our subsidiaries and VIEs in China is required...
to set aside at least 10% of its after-tax profits each year, if any, to fund certain statutory reserve funds until such reserve funds reach 50% of its registered capital. In addition, our subsidiaries and VIEs may allocate a portion of their after-tax profits based on PRC accounting standards to discretionary surplus funds at their discretion. The statutory reserve funds and the discretionary funds are not distributable as cash dividends. Remittance of dividends by a wholly foreign-owned company out of China is subject to examination by the banks designated by SAFE. Our PRC subsidiaries have not paid dividends, and some of them will not be able to pay dividends until they generate accumulated profits and meet the requirements for statutory reserve funds.

INFLATION

To date, inflation in China has not materially impacted our results of operations. According to the National Bureau of Statistics of China, the year-over-year percent changes in the consumer price index for December 2018, 2019 and 2020 were increases of 1.9%, 4.5% and 2.5%, respectively. Although we have not been materially affected by inflation in the past, we may be affected by higher rates of inflation in China in the future, particularly if it affects labor costs. See "Risk Factors — If labor costs in the PRC increase substantially, our business and costs of operations may be adversely affected."

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Foreign Exchange Risk

The conversion of Renminbi into foreign currencies, including U.S. dollars, is based on rates set by the People's Bank of China. The Renminbi has fluctuated against the U.S. dollar, at times significantly and unpredictably. The value of Renminbi against the U.S. dollar and other currencies is affected by changes in China's political and economic conditions and by China's foreign exchange policies, among other things. 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.

Any significant appreciation or depreciation of Renminbi may materially and adversely affect our revenues, earnings and financial position, and the value of, and any dividends payable on, our ADSs in U.S. dollars. For example, to the extent that we need to convert U.S. dollars we receive into Renminbi to pay our operating expenses, appreciation of Renminbi against the U.S. dollar would have an adverse effect on the RMB amount we would receive from the conversion. Conversely, a significant depreciation of Renminbi against the U.S. dollar may significantly reduce the U.S. dollar equivalent of our earnings, which in turn could adversely affect the price of our ADSs.

We are also exposed to foreign currency risk because of our international operations, particularly in Brazil and Mexico. While we generally expect to use any cash from operations in the same country where we receive that cash, fluctuations in the exchange rate between the currency of that country and the Renminbi will be recorded as foreign currency translation adjustments in our consolidated statements of comprehensive income (loss).

Interest Rate Risk

We have both short-term and long-term borrowings.

Our short-term borrowings consist of RMB-dominated borrowings by our subsidiaries from financial institutions in the PRC. We had short-term borrowings of RMB1,750 million, RMB631 million, RMB5,827 million (US$889 million) and RMB7,828 million (US$1,195 million) as of December 31, 2018, 2019, 2020, and March 31, 2021, respectively. All of these short-term borrowings are fixed-rate.
Our long-term borrowings consist of a series of loan facilities with terms that range from 2 to 4 years. We had total long-term borrowings of nil, RMB766 million, RMB1,453 million (US$222 million) and RMB1,903 million (US$290 million), as of December 31, 2018, 2019, 2020, and March 31, 2021, respectively. Our exposure to changes in interest rates is mainly from floating-rate long-term borrowings, which represented a substantial majority of our total long-term debt as of March 31, 2021. Any change in interest rates will cause the effective interest rates of borrowings to change and thus cause our future cash flows to fluctuate over time. Assuming all other variables were remained constant and the balances of outstanding debts at the end of each reporting period had been outstanding for the entire year, an increase (decrease) in the interest rate by 0.25% would have resulted in an increase (decrease) in the loss before income taxes for the years ended December 31, 2018, 2019, 2020 and for the three months ended March 31, 2021 by nil, nil, RMB2.8 million (US$0.4 million) and RMB0.8 million (US$0.1 million), respectively.

Credit Risk

All of our cash and cash equivalents, restricted cash and short-term investments are held by major financial institutions located in the PRC and Hong Kong which we believe are of high credit quality. We expect that there is no significant credit risk associated with these assets.

We rely on a limited number of third parties to provide payment processing services to collect amounts due from customers. Payment service providers are financial institutions, credit card companies and online payment platforms which we believe are of high credit quality. As of December 31, 2018, 2019, 2020 and March 31, 2021, cash held in accounts managed by online payment platforms such as Alipay and WeChat Pay amounted to RMB1,247 million, RMB971 million, RMB1,267 million (US$193 million) and RMB809 million (US$123 million), respectively.

Accounts receivable are typically unsecured and are derived from revenues earned from customers in the PRC. The credit risk with respect to account receivables is mitigated by credit control policies we carry out with respect to our customers and our ongoing monitoring process of outstanding balances.

We have loans receivable which primarily represent micro-loans that we offer to individual borrowers who are registered as riders, end-users or drivers on our platform. Our loans receivable, net, were RMB1,965 million, RMB1,514 million, RMB2,878 million (US$439 million) and RMB3,599 million (US$549 million) as of December 31, 2018, 2019, 2020 and March 31, 2021, respectively. We do not have significant exposure to any individual customer.

Liquidity risk

As of March 31, 2021, we had cash and cash equivalents of RMB23,468 million (US$3,582 million) and short-term investments of RMB23,966 million (US$3,658 million), as compared to total current liabilities of RMB23,020 million (US$3,514 million).

Cash and cash equivalents represent cash on hand, time deposits and highly liquid investments placed with banks or other financial institutions, which are unrestricted as to withdrawal or use, and which have original maturities less than three months. Short-term investments mainly consist of time deposits and structured deposits. Time deposits are the balances placed with the banks with original maturities over three months, but less than one year, whose carrying amount approximate to fair value due to their short-term nature.
An accounting policy is considered critical if it requires an accounting estimate to be made based on assumptions about matters that are uncertain and requires significant judgment at the time such estimate is made, and if different accounting estimates that reasonably could have been used, or changes in the accounting estimates that are reasonably likely to occur periodically, could materially impact the consolidated financial statements.

We prepare our financial statements in conformity with U.S. GAAP, which requires us to make judgments, estimates and assumptions. We continually evaluate these estimates and assumptions based on the most recently available information, our own historical experiences and various other assumptions that we believe to be reasonable under the circumstances. Since the use of estimates is an integral component of the financial reporting process, actual results could differ from our expectations as a result of changes in our estimates. Some of our accounting policies require a higher degree of judgment than others in their application and require us to make significant accounting estimates.

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

**Basis of consolidation**

Our consolidated financial statements include the financial statements of the company, its subsidiaries, the 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's subsidiary, through contractual arrangements, has the power to direct the activities that most significantly impact the entity's economic performance, bears the risks of and enjoys the rewards normally associated with ownership of the entity, and therefore the company is the primary beneficiary of the entity.

All transactions and balances among the company, its subsidiaries and the VIEs and VIEs' subsidiaries have been eliminated upon consolidation. The results of subsidiaries and VIEs acquired or disposed of during the year are recorded in the consolidated statements of comprehensive income (loss) from the effective dates of acquisition or up to the effective dates of disposal, as appropriate.

**Revenue recognition**

We adopted ASC 606 — "Revenue from Contracts with Customers" for all periods presented. According to ASC 606, revenues from contracts with customers are recognized when control of the promised goods or services is transferred to our customers, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services, after considering allowances for refund, price concession, discount and value added tax ("VAT").
China Mobility

We generate revenues from providing a variety of mobility services through our mobility platform in the PRC ("China Mobility Platform"). Our revenues from our ride hailing services in the PRC presented on a gross basis accounted for more than 97% of the total revenues from China Mobility for the three years ended December 31, 2018, 2019 and 2020, and the three months ended March 31, 2020 and 2021, respectively. We also generate revenues from providing other mobility services such as taxi hailing, chauffeur, hitch and other services in the PRC.

- Ride hailing services in the PRC

We provide a variety of ride hailing services on our China Mobility Platform. We consider ourselves as the ride service provider according to the relevant regulations in the PRC and the ride service agreement with riders. Upon completion of the ride services, we recognize ride hailing service revenues on a gross basis.

According to the relevant regulations in PRC, online ride hailing service platforms are required to obtain licenses and take full responsibility of the ride services. The relevant regulations also require the licensed platforms to ensure that the drivers and cars engaged in providing ride services meet the requirements stipulated by the regulations. Accordingly, we, as an online ride hailing service platform consider ourselves as the principal for our ride services because we control the services provided to riders. The control over the services provided to riders are demonstrated through:

a) we are able to direct registered drivers to deliver ride services on our behalf based on the ride service agreement we entered into with riders; b) in accordance with the agreements entered into between us and the drivers, the drivers are obligated to comply with service standards and implementation rules set by us when providing the ride services on our behalf; c) we evaluate drivers’ performance regularly in accordance with the standards set by us. Other indicators of us being the principal are demonstrated by: a) we are obligated to fulfill the promise to provide the ride hailing services to riders in accordance with the above service agreements and the above regulations in the PRC; b) we have the discretion in setting the prices for the services.

- Taxi hailing, chauffeur and hitch services in the PRC

We provide a variety of other services on our China Mobility Platform, including taxi hailing, chauffeur and hitch services. We consider ourselves as the agent for taxi hailing, chauffeur and hitch services, and recognize agency revenues earned from the service providers, such as the taxi drivers, the chauffeur service providers and the car owners from our hitch service.

International

We derive the revenues principally from ride hailing services in overseas countries. We also generate revenues from food delivery services in overseas countries.

- Ride hailing services in overseas countries

We contract with individual drivers to offer ride services on our mobility platform in overseas countries ("Overseas Mobility Platform"). Our performance obligation is to facilitate and arrange the ride services between riders and drivers. We recognize revenues from our service contracts with drivers upon completion of the ride services provided by drivers. In addition, in most countries riders access our Overseas Mobility Platform for free and we have no performance obligation to the riders. As a result, in general, drivers are our customers, while riders are not.

We consider ourselves as an agent for ride hailing services provided through our Overseas Mobility Platform because we do not control the services provided by drivers to riders. Other indicator of us being the agent is demonstrated by the drivers being obligated to fulfill the promise.
to provide the ride services according to the service agreements entered into between drivers and riders.

• Food delivery services in overseas countries

We derive our food delivery revenues primarily from service fees paid by restaurants and delivery persons for use of the platform and related services to successfully complete the services on our platform. We recognize revenue when services provided to restaurants and delivery persons are complete.

Other initiatives

Bike and e-bike sharing: We enter into rental agreements with the users at the inception of each trip. We are responsible for providing access to the bikes and e-bikes over the user’s desired period of use. We derive a majority of the revenues from rental agreements, which are classified as operating leases as defined within ASC 842, "Leases" ("ASC 842"), and records the rental payments received as revenues upon the completion of each trip.

Auto solutions: We primarily lease vehicles to drivers who use them to provide ride hailing services in the PRC. We provide financial lease services and operating lease services to drivers and end-users through our platform.

We provide a variety of other initiatives services on our platform, including intra-city freight, community group buying and other services. We generally recognize revenues when services are provided to our customers.

Incentive programs

• Incentives to consumers considered as customers from an accounting perspective

Incentives provided to customers are recorded as a reduction of revenue if we do not receive a distinct service or cannot reasonably estimate the fair value of the service received. Incentives to customers that are not provided in exchange for a distinct service are evaluated as variable consideration, in the most likely amount to be earned by the customer at the time or as they are earned by customers, depending on the type of incentive. Since incentives are earned over a short period of time, there is limited uncertainty when estimating variable consideration. Incentives earned by customers for referring new customers are paid in exchange for a distinct service and are accounted for as customer acquisition costs. The amount recorded as an expense is the lesser of the amount of the incentive paid or the established fair value of the service received.

• Incentives to consumers not considered as customers from an accounting perspective

We at our own discretion offer incentives to consumers who are not considered as our customers from an accounting perspective to encourage their use of our platform. These are offered in various forms of discounts and promotions and include:

Customized consumer discounts and promotions: These discounts and promotions are offered to some consumers in a market to acquire, re-engage or generally increase the uses of our platform by such consumers, and are akin to a coupon. An example is an offer providing a discount on a limited number of rides during a limited time period. We record the cost of these discounts and promotions to such consumers as sales and marketing expenses at the time they are redeemed by the consumers.
Consumer referrals: These referrals are earned when an existing consumer (the referring consumer) refers a new consumer (the referred consumer) to our platform and the referred consumer uses services offered by our platform. These consumer referrals incentives are typically paid in the form of a credit given to the referring consumer. We record the liability for these referrals and corresponding expenses as sales and marketing expenses at the time the referral is earned by the referring consumer.

**Business combinations and impairment assessment of goodwill**

We account for our business combinations using the acquisition method of accounting in accordance with ASC 805 — “Business Combinations.” The cost of an acquisition is measured as the aggregate of the acquisition date fair value of the assets transferred to the sellers, liabilities incurred by us and equity instruments issued by us. Transaction costs directly attributable to the acquisition are expensed as incurred. Identifiable assets acquired and liabilities assumed are measured separately at their fair values as of the acquisition date, irrespective of the extent of any non-controlling interests. The excess of (i) the total costs of acquisition, fair value of the non-controlling interests and acquisition date fair value of any previously held equity interest in the acquiree over (ii) the fair value of the identifiable net assets of the acquiree is recorded as goodwill.

In a business combination achieved in stages, we re-measure the previously held equity interest in the acquiree immediately before obtaining control at its acquisition date fair value and the re-measurement gain or loss, if any, is recognized in the consolidated statements of comprehensive income (loss).

We allocate the acquisition cost to our assets and liabilities acquired, including separately identifiable intangible assets, based on their estimated fair values. We make estimates and judgments in determining the fair value of acquired assets and liabilities, with the assistance of an independent valuation firm and management's experience with similar assets and liabilities. In performing the purchase price allocation, we consider the analyses of historical financial performance and estimates of future performance of these companies acquired.

Goodwill is not depreciated or amortized but is tested for impairment on an annual basis, and between annual tests when an event occurs, or circumstances change that could indicate that the asset might be impaired. We adopted ASU No. 2017-04, Intangibles — Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment, and in accordance with the FASB, a company first has the option to assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. In the qualitative assessment, we consider primary factors such as industry and market considerations, overall financial performance of the reporting unit, and other specific information related to the operations. If we decide, as a result of its qualitative assessment, that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, the quantitative impairment test is mandatory. Otherwise, no further testing is required. The quantitative impairment test consists of a comparison of the fair value of each reporting unit with its carrying amount, including goodwill. If the carrying amount of the reporting unit exceeds its fair value, an impairment loss equal to the difference will be recorded. Application of a goodwill impairment test requires significant management judgment, including the identification of reporting units, assigning assets and liabilities to reporting units, assigning goodwill to reporting units, and determining the fair value of each reporting unit. The judgment in estimating the fair value of reporting units includes estimating future cash flows, determining appropriate discount rates and making other assumptions. Changes in these estimates and assumptions could materially affect the determination of fair value for each reporting unit.
Long-term investments consist of equity investments without readily determinable fair value and equity method investments.

• Equity securities without readily determinable fair value measured at Measurement Alternative

Prior to the adoption of ASU 2016-01, the cost method was used to account for certain equity investments in privately held companies over which we neither have control nor significant influence through investments in common stock or in-substance common stock. Beginning on January 1, 2019, our equity investments without readily determinable fair values, which do not qualify for NAV practical expedient and over which we do not have the ability to exercise significant influence through the investments in common stock or in-substance common stock, are accounted for under the measurement alternative upon the adoption of ASU 2016-01 (the "Measurement Alternative"). Under the Measurement Alternative, the carrying value is measured at cost, less any impairment, plus or minus changes resulting from observable price changes in orderly transactions for identical or similar investments of the same issuer. All realized and unrealized gains (losses) on the investments, are recognized in investment (loss) income, net in the consolidated statements of comprehensive income (loss).

For investments under the cost method/Measurement Alternative, we make a qualitative assessment of whether the investment is impaired at each reporting date based on performance and financial position of the investee as well as other evidence of market value. Such assessment includes, but is not limited to, reviewing the investee's cash position, recent financing, as well as the financial and business performance. If a qualitative assessment indicates that the investment is impaired, we estimate the investment's fair value in accordance with the principles of ASC 820. If the fair value is less than the investment's carrying value, we recognize an impairment loss in net loss equal to the difference between the carrying value and fair value.

• Equity investments accounted for using the equity method

We apply the equity method to account for equity investments in common stock or in-substance common stock, according to ASC 323 — "Investments — Equity Method and Joint Ventures" over which we have significant influence but does not own a majority equity interest or otherwise control. Under the equity method, we initially record our investment at cost and subsequently records its share of the results of the equity investees on a one quarter in arrears basis.

We continuously review our investments in equity investees to determine whether a decline in fair value below the carrying value is other-than-temporary. The primary factors we consider in our determination are the duration and severity of the decline in fair value, the financial condition, operating performance and the prospects of the equity investee, and other company specific information such as recent financing rounds. If any impairment is considered other-than-temporary, we write down the investment to its fair value and recognize the impairment charge to the consolidated statements of comprehensive income (loss).

Share based compensation and valuation of our ordinary shares

We grant restricted share units ("RSU") and share options of the Company to its employees, directors and consultants (collectively, "share-based awards"), such compensation is accounted for in accordance with ASC 718 Compensation-Stock compensation ("ASC 718"). On January 1, 2019, we adopted ASU 2018-07, Compensation — Stock Compensation (Topic 718): Improvement to non-employee Share-based Payment Accounting, under which the accounting for awards to non-employees are similar to the model for employee awards.
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Share-based awards with service conditions only are measured at the grant date fair value of the awards and recognized as expenses using the graded-vesting method, net of estimated forfeitures, if any, over the requisite service period. Share-based awards that are subject to both service conditions and the occurrence of an initial public offering ("IPO") as performance condition, are measured at the grant date fair value. Cumulative share-based compensation expenses for the awards that have satisfied the service condition will be recorded upon the completion of the IPO, using the graded-vesting method.

A change in any of the terms or conditions of share-based awards shall be accounted for as a modification of the plan. Therefore, we calculate incremental compensation cost of a modification as the excess of the fair value of the modified option over the fair value of the original option immediately before its terms are modified, measured based on the fair value and other pertinent factors at the modification date. For vested options, we would recognize incremental compensation cost in the period the modification occurs and for unvested options, we would recognize, over the remaining requisite service period, the sum of the incremental compensation cost and the remaining unrecognized compensation cost for the original award on the modification date.

We use binomial option pricing model to determine fair value of the share-based awards. The estimated fair value of each option granted is estimated on the date of grant using the binomial option-pricing model with the following assumptions:

<table>
<thead>
<tr>
<th>For the Years Ended December 31,</th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Fair value of ordinary shares (US$)</td>
<td>37.48-41.04</td>
</tr>
<tr>
<td>Expected volatility</td>
<td>35.0%-37.0%</td>
</tr>
<tr>
<td>Risk-free interest rate (per annum)</td>
<td>2.59%-2.92%</td>
</tr>
<tr>
<td>Expected dividend yield</td>
<td>0%</td>
</tr>
<tr>
<td>Expected term (in years)</td>
<td>7</td>
</tr>
</tbody>
</table>

Risk-free interest rate is estimated based on the yield curve of US Sovereign Bond as of the option valuation date. The expected volatility at the grant date and each option valuation date is estimated based on annualized standard deviation of daily stock price return of comparable companies with a time horizon close to the expected expiry of the term of the options. We have never declared or paid any cash dividends on its capital stock, and the we do not anticipate any dividend payments in the foreseeable future. Expected term is the contract life of the options.

Prior to our initial public offering, we have been a private company with no quoted market prices for our ordinary shares. We therefore need to make estimates of the fair value of our ordinary shares at various dates for the purposes of (i) at the date of issuance of convertible instruments as one of the inputs in determining the intrinsic value of the beneficial conversion feature; and (ii) at the date of grant of a share-based award to our employees or non-employees as the only input to determine the grant date fair value of the award.

The fair value of our ordinary shares was assessed using the income approach/discounted cash flow method, with a discount for lack of marketability given that the shares underlying the awards were not publicly traded at the time of grant. This assessment requires complex and subjective judgments regarding our projected financial and operating results, unique business risks, the liquidity of our ordinary shares and our operating history and prospects at the time the grants were made. The assumptions used in the assessment represent management's best estimates, but these estimates involve inherent uncertainties and application of management judgment. If factors
change or different assumptions are used, the share-based compensation expenses could be materially different for any period. Moreover, the estimates of fair value of the awards are not intended to predict actual future events or the value that ultimately will be realized by grantees who receive these awards, and subsequent events are not indicative of the reasonableness of the original estimates of fair value made by us for accounting purposes.

The option-pricing method was used to allocate equity value of our company to preferred and ordinary shares, taking into account the guidance prescribed by the AICPA Audit and Accounting Practice Aid. This method involves making estimates of the anticipated timing of a potential liquidity event, such as a sale of our company or an initial public offering, and estimates of the volatility of our equity securities. The anticipated timing is based on the plans of our board and management.

The other major assumptions used in calculating the fair value of ordinary shares include:

Discount rates. The discount rates listed 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, macroeconomic risk, comparative industry risk, market risk premium, geographic risk, 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: similar business model and profit generating method, similar target group of consumers, services product nature, etc.

Discount for lack of marketability, or DLOM. DLOM listed in the table above was quantified by the Finnerty’s Average Strike put options model. Under this option-pricing method, which assumed that the put option is struck at the average price of the stock before the privately held shares can be sold, the cost of the put option was considered as a basis to determine the DLOM. This option pricing method is one of the methods commonly used in estimating DLOM as it can take into consideration factors like timing of a liquidity event, such as an initial public offering, and estimated volatility of our shares. The farther the valuation date is from an expected liquidity event, the higher the put option value and thus the higher the implied DLOM. The higher the volatility, the higher the put option value and thus the higher the implied DLOM. If the DLOM used for the valuation is lower, the determined fair value of the ordinary shares is higher.

The following table sets forth the fair value of our ordinary shares estimated at different times with the assistance from an independent valuation firm.

<table>
<thead>
<tr>
<th>Date</th>
<th>Fair Value per Share US$</th>
<th>Discount rate</th>
<th>DLOM</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 31, 2018</td>
<td>39.14</td>
<td>16%</td>
<td>12%</td>
</tr>
<tr>
<td>July 31, 2018</td>
<td>41.04</td>
<td>16%</td>
<td>10%</td>
</tr>
<tr>
<td>December 31, 2018</td>
<td>37.48</td>
<td>18%</td>
<td>14%</td>
</tr>
<tr>
<td>July 31, 2019</td>
<td>38.91</td>
<td>18%</td>
<td>12%</td>
</tr>
<tr>
<td>December 31, 2019</td>
<td>39.87</td>
<td>17%</td>
<td>12%</td>
</tr>
<tr>
<td>July 29, 2020</td>
<td>37.65</td>
<td>18%</td>
<td>13%</td>
</tr>
<tr>
<td>December 31, 2020</td>
<td>42.08</td>
<td>17%</td>
<td>12%</td>
</tr>
<tr>
<td>March 31, 2021</td>
<td>47.71</td>
<td>16%</td>
<td>11%</td>
</tr>
</tbody>
</table>

The fair value of our ordinary shares increased from US$39.14 as of January 31, 2018 to US$41.04 as of July 31, 2018. We believe the change was primarily attributable to our growth of business and the successful Series B-2 financing, which provided us with the funding needed for our expansion.
The fair value of our ordinary shares decreased from US$41.04 as of July 31, 2018 to US$ 37.48 as of December 31, 2018. We believe the change was primarily attributable to the negative media coverage which adversely affected our brand and reputation due to the incidents in our hitch services, as well as a higher marketability discount given the increase in the assumed timing to a liquidity event.

The increase in the fair value of the ordinary shares from US$37.48 as of December 31, 2018 to US$39.87 as of December 31, 2019 was primarily attributable to the continued growth of our business, as well as a lower marketability discount given the reduction in the assumed timing to a liquidity event.

In 2020, the fair value of the ordinary shares decreased from US$39.87 as of December 31, 2019 to US$37.65 as of July 29, 2020, then increased to US$42.08 as of December 31, 2020. The reason was primarily attributable to the following factors:

• Our business and operations were materially and adversely affected by the COVID-19 pandemic in the first half of 2020;
• Starting from the second quarter of 2020, many of the quarantine measures within China have been relaxed and our businesses have resumed growth;
• Starting from the third quarter of 2020, our International segment began to recover, mainly as a result of the growth of our ride hailing and food delivery services;
• We increased our estimated probability of a successful initial public offering.

In the three months ended March 31, 2021, the fair value of ordinary shares increased from US$42.08 to US$47.71. The increase in the fair value of our ordinary shares was primarily attributable to the decreased discount rate which is in line with the strong general equity market performance and lower investors’ risk appetite during the same period, the decrease in DLOM as we gradually approach the completion of our initial public offering, and our adjusted financial forecast based on a review of our actual financial performance for the three months ended March 31, 2021.

**Impairment of long-lived assets other than goodwill**

Long-lived assets including property and equipment, intangible assets and other non-current assets other than goodwill are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. Measurement of any impairment loss for long-lived assets that management expects to hold, or use is based on the amount by which the carrying value exceeds the fair value of the asset. Judgment is used in estimating future cash flows, determining appropriate discount rates and making other assumptions. Changes in these estimates and assumptions could materially affect the determination of the long-live assets’ fair value.

**Income taxes**

Current income tax is recorded in accordance with the laws of the relevant tax jurisdictions.

We apply the liability method of income taxes in accordance with ASC Topic 740, Income Taxes (“ASC 740”) which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the consolidated financial statements. Under this method, deferred tax assets and liabilities are provided based on temporary differences arising between the tax bases of assets and liabilities and the financial statements, using enacted tax rates that will be in effect in the period in which the differences are expected to reverse.
Deferred tax assets are recognized to the extent that such assets are more-likely-than-not to be realized. In making such a determination, we consider all positive and negative evidences, including results of recent operations and expected reversals of taxable income. Valuation allowances are provided to offset deferred tax assets if it is considered more-likely-than-not that amount of the deferred tax assets will not be realized.

We apply the provisions of ASC 740, in accounting for uncertainty in income taxes. ASC 740 clarifies the accounting for uncertainty in income taxes by prescribing the recognition threshold a tax position is required to meet before being recognized in the financial statements. We have elected to classify interest and penalties related to an uncertain tax position (if and when required) as part of "income tax expenses" in the consolidated statements of comprehensive income (loss). We did not have any significant unrecognized uncertain tax positions or any unrecognized liabilities, interest or penalties associated with unrecognized tax benefit as of and for the years ended December 31, 2018, 2019, 2020, and as of and for the three months ended March 31, 2021.

RECENT ACCOUNTING PRONOUNCEMENTS

For detailed discussion of recent accounting pronouncements, see Note 3 to the consolidated financial statements included elsewhere in this prospectus.
Mobility is Evolving to Address Growing Challenges

Mobility is essential for economic progress, and increasing access to mobility has the power to improve lives. However, the historical mobility paradigm centered around private car ownership and public transportation is facing increasing challenges in today's modern urban environments. About 55% of the world's population live in cities, and despite continued investments in infrastructure, cities around the world grapple with traffic congestion and pollution, which limit the safe, affordable and efficient movement of people and goods.

China is a market uniquely positioned to drive the evolution of mobility. Rapid urbanization and consumption upgrade in China have led to significantly increasing demand for more mobility options in addition to existing options such as private cars and public transportation. In addition, there are certain characteristics of cities in China that also drive demand for change to the mobility paradigm:

**Densely populated cities.** China has some of the world's largest and densest cities. In 2020, there were 137 cities in China with an urban population over 1 million compared to 11 cities in the United States. Urban population density of these cities was 2.9 thousand people per square kilometer compared to 1.6 thousand people per square kilometer in the United States. This density level of cities in China is taxing for existing mobility infrastructure. As a result, the large number of highly populated, dense cities creates a huge opportunity for alternative mobility solutions.

**Limited private car ownership.** Private car ownership in China is limited by a number of core factors. City governments restrict car ownership in an effort to improve traffic and air quality. For example, Beijing allocates license plates through a lottery system and Shanghai through a public bidding system. The chance of winning the license plate lottery in Beijing was only on average 0.03% for each round in 2020. Those that do obtain cars can find driving inconvenient. Some municipal governments limit driving to certain days of the week and parking spaces are in short supply. For example, Shanghai had 0.2 parking spaces per capita compared to 1.9 parking spaces per capita in Los Angeles city in 2020. The car parc per capita was only 0.2 in China, compared to approximately 0.6 in the United States.

**Quality of transportation experience lagging nationwide consumption upgrade.** As consumers' consumption power increases over time and they become accustomed to lifestyle upgrades in other parts of their lives, they demand similar improvements in mobility options. The mobility experience is frequently marred by traffic, cramped public transportation, and pollution. It is estimated that the average commuter in Beijing and Shanghai spends 45 and 39 minutes per day, respectively, sitting in traffic. As China continues to urbanize and consumers increasingly want a better quality of life, they are becoming more demanding in terms of the mobility alternatives that they have access to.

The above characteristics of Chinese cities are catalysts for a shift to a new mobility paradigm in China. However, these problems are not unique to China and cities around the world face similar challenges, creating a truly massive global opportunity.
The Future of Mobility

The future of mobility will look very different from what it is today. To address the need for safe, affordable and efficient movement of people and goods in increasingly congested urban environments, mobility must adapt. As a result, it will be defined by the following key trends:

**Mobility will be shared:** Shared mobility will make trips more convenient, affordable, and efficient. By increasing the utilization of each physical vehicle, shared mobility will reduce urban congestion, lower the cost per kilometer compared to private car ownership, and improve the mobility experience in cities around the world for both drivers and riders.

**Mobility will be electric:** Electric is a core pillar of the future of mobility given its cost-effectiveness and benefits to the environment. Advancing electric mobility also requires an overhaul of supporting infrastructure and technology, from how vehicles are refueled throughout cities, to tech-enabled hardware which better manage batteries, connected vehicles which better communicate with one another, and even redesign of vehicles themselves to satisfy evolving consumer needs and preferences.

**Mobility will be autonomous:** Autonomous further advances safety, sustainability and cost-savings. It has the potential to meaningfully reduce the rate of road accidents as well as to lower the cost per kilometer of transportation. Data collection and analysis of the entire transportation ecosystem, including vehicle usage, driver behavior, traffic dynamics and city architecture, will drive the increasing intelligence of vehicles around the world.

**New mobility is relevant beyond personal transportation:** The future of mobility will utilize new mobility infrastructure to move goods and provide services more efficiently throughout cities. Many of the core capabilities refined through personal vehicle innovations, such as supply-demand matching, efficient route planning, and city-level operations, can be applied to address adjacent demands of living in today’s urban environments such as intra-city freight and community commerce.

As the mobility landscape is expected to change, so will the auto value chain. The value chain will be redesigned in favor of integrated networks that power the growth of shared mobility and that better fulfill driver and rider demands for lower cost transportation and increased service quality. Traditional methods of purchasing, fueling and maintaining vehicles complicate car ownership. Advancing the auto value chain will facilitate the growth of vehicle supply by prioritizing the unique needs of shared mobility drivers and lowering the cost per kilometer of transportation. This in turn benefits riders as well.

Market Opportunity for Mobility

The mobility market today is composed of transportation using different types of vehicles for personal transport such as private car for always-available personal transport, traditional taxis for spontaneous one-way trips, shared mobility to leverage existing private assets amongst communities, public transportation to move masses efficiently, and others (including two-wheeled options) to satisfy various consumer needs at different price points.

Mobility today is a massive global opportunity. Mobility accounted for 8.0% of global GDP in 2020 as consumers worldwide spent US$6.7 trillion on mobility in 2020. Urbanization, economic development, and an increasingly connected world continue to elevate the importance of mobility and will continue to drive the future growth of the market.

With the world's largest population and many concentrated and dense cities, China is the world's largest mobility market today and accounted for 13.1% of global mobility in 2020 with a
market size of RMB5.7 trillion (US$873 billion). This is expected to grow at a CAGR of 13.1% to reach RMB10.6 trillion (US$1.6 trillion) by 2025.

Note: The market size of bike sharing and e-bike sharing reached RMB13.6 billion (US$2.1 billion) and RMB8.5 billion (US$1.3 billion) in 2020, respectively, and are expected to grow to RMB30.3 billion (US$4.6 billion) and RMB32.5 billion (US$5.0 billion) in 2025, respectively.

Source: CIC

THE SHARED MOBILITY OPPORTUNITY IN CHINA

New forms of mobility, including shared mobility and advanced technologies, such as electric and autonomous, create a massive opportunity for mobility in the future.

Increasing Penetration of Shared Mobility Creates a Massive Opportunity

The shared mobility market size represents the total value of consumer spend on four-wheel ride hailing, taxi-hailing, hitch, and chauffeur services. The appeal of shared mobility is evidenced by its continued increase in consumer penetration and is driven by both demand and supply factors. In China, shared mobility as a percentage of total mobility was 4.1% in 2020 based on consumer spending. Despite temporary impacts of evolving industry standards and the COVID-19 pandemic between 2018 and 2020, it is estimated that shared mobility penetration will increase from 1.2% in 2015 to 8.1% by 2025, according to CIC. It is expected that by 2040, shared mobility penetration will be 35.9% of total mobility spending in China. Shared mobility as a percentage of total mobility based on the number of rides increased from 0.7% in 2015 to 2.1% in 2019 and 2020. This is expected to further grow to 4.8% and 26.9% in 2025 and 2040, respectively.
The increase in shared mobility penetration translates to a significant market opportunity. The total spend on shared mobility in China is expected to increase from RMB233 billion (US$36 billion) in 2020 to RMB862 billion (US$132 billion) in 2025, representing a CAGR of 29.9%, according to CIC. In particular, while ride hailing is the largest segment within shared mobility today, it is still expected to experience significant growth to RMB700 billion (US$107 billion) in 2025, representing a CAGR of 32.0%.

Drivers of Demand for Shared Mobility

A better consumer experience, urbanization and regional economic growth, nationwide consumption upgrade, shifting consumer preferences, particularly amongst younger generations and supportive regulations all support the growth of shared mobility.
Better consumer experience

Shared mobility provides a better consumer experience through a combination of affordability, certainty with flexibility, and user enjoyment. Shared mobility is both a complement to and replacement for existing forms of mobility.

Affordability: In China, shared mobility costs less than traditional private car ownership. It is estimated that the cost of ride hailing for a rider in China in 2020 is RMB2.9 per kilometer compared to RMB4.1 per kilometer for someone who owns and operates a fossil fuel-powered vehicle. As an illustrative breakdown of the estimated RMB4.1 per kilometer, private car owners will pay RMB2.0 in depreciation, RMB0.6 for energy, RMB0.8 for insurance, repair and maintenance, and RMB0.6 for parking and tickets. In contrast to China, the cost of shared mobility in the U.S. is 2.2 times higher than the cost of private car ownership. The cost of owning and operating a private electric vehicle is even higher due to higher depreciation cost as a result of higher purchase price and lower residual value, despite the lower operating cost for electric vehicles.

Certainty with flexibility: Shared mobility provides transportation on demand. It is estimated that the average wait time for shared mobility riders from requesting a car to starting the ride in China was approximately 5 minutes in 2020. This compares with 12 minutes for public transportation (bus and subway) and 8 minutes for non-hailing traditional taxis in 2020. In Beijing, commuters spent an average of 10 minutes waiting for transport during peak hours.
**User enjoyment:** Shared mobility is an enjoyable way for people to get around. Without the need to focus on driving or search for parking spaces, consumers have additional time to re-connect with friends and family, use their time productively, or enjoy new forms of media and entertainment. New vehicles specifically designed for shared mobility are further improving the rider experience with features such as more passenger legroom and other convenience and accessibility features.

**Urbanization and regional economic growth**

China has urbanized at a rapid pace from below 50% in 2010 to over 60% in 2020. The ongoing expansion of cities into urban clusters together with continued regional economic growth is expected to drive the urbanization rate to 70% in 2030, adding an additional 200 million city residents by 2030, according to CIC. China’s ongoing development of 19 city clusters in its 14th Five-Year Plan is expected to bring the number of megacities with urban populations larger than New York City's 8 million from 10 in 2020 to 30 by 2030. Cities with urban populations greater than San Francisco's 0.9 million are expected to increase from 153 in 2020 to more than 230 by 2030. The growing urban population is expected to increase city density, promote consumption, and prefer a new way of urban living supported by on-demand networks. According to CIC, user penetration in shared mobility, defined as average monthly active users as percentage of total population, among Tier 3 and below cities was approximately 7% in the fourth quarter of 2020, compared to 24% in Tier 1 and Tier 2 cities, representing massive opportunity for expansion, especially in lower tier cities.

**Consumption upgrade**

The annual per capita disposable income in urban areas of China is expected to grow at a CAGR of 5.9% from RMB43,834 in 2020 to approximately RMB58,367 in 2025. The number of people whose annual disposable income reached RMB40,000 is over 400 million in 2020 and is expected to reach over 800 million in 2030. The improvement in Chinese consumers' standards of living has led to higher consumption standards and shifting consumption preferences from essential physical goods to services and experiences. For mobility, people are demanding safer and higher quality options, which would promote the growth of shared mobility.

**Generational preference shift**

Shared mobility is increasingly preferred by younger generations due to its convenience, quality and the ability for riders to multitask or avoid the stress of driving. Mobility consumption habits of younger generations today will be increasingly important as time passes. These consumers will make up a core part of Chinese consumers, and they will have the ability to influence generations that follow. According to a survey conducted by CIC, among all respondents who used shared mobility before, although all different age groups showed a preference for shared mobility, the percentage of respondents between 25 and 35 who have a preference to use shared mobility as their primary means of transportation was 74.3% while the percentage who preferred private car and public transportation for the same age group was 17.6% and 8.0%, respectively.

**Favorable regulations and guidance**

Limits on private car ownership and driving continue to increase in China's most developed and populous cities, as rapid economic development combined with large populations strain existing road infrastructure. Driving restrictions based on the day of the week, license plate lottery systems, increased parking fees, and other regulatory policies in Tier 1 and Tier 2 cities such as Beijing, Shanghai, Guangzhou, Shenzhen or Hangzhou, are all intended to make private car ownership more difficult. This promotes shared mobility as an attractive alternative for consumers.
The parking fee per hour is expected to increase by 10% to 20% each year in certain Tier 1 cities such as Beijing and Shanghai and penalties to curb illegal parking are similarly expected to increase. Such regulatory policies and government guidance are beginning to be introduced to Tier 3 cities as well. For example, cities like Haikou, Tangshan and Qinhuangdao are also subject to driving restrictions today. In addition, the government in China is rolling out favorable regulations and guidance to promote shared mobility. According to CIC, China was the first country globally to issue regulations to establish requirements and standards for ride hailing services.

Drivers of Supply for Shared Mobility

The drivers of supply of shared mobility include the transformation of the mobility value chain, electric mobility, and autonomous driving. These all help reduce the cost per kilometer of mobility and result in savings for consumers, drivers and shared mobility platforms.

Transformation of the Mobility Value Chain

The supply of shared mobility services depends on increasing the number of shared mobility drivers. This is primarily driven by lowering the cost of accessing and operating vehicles and higher quality services to support drivers.

Acquiring a vehicle is complex and expensive. Drivers can purchase a car from large dealers specializing in new vehicles to local resellers focused on used vehicles either through outright purchase or short term lease. The market to lease a vehicle is incredibly decentralized and opaque in China. There were over 10,000 leasing agencies in 2020.

Refueling costs also add up over time, as a typical private car driver spends RMB5,000 (US$763) on refueling every year in China. According to CIC, energy costs represent approximately 25% of the total annual operating cost of a private car. In addition, compared to electric vehicles, vehicles with internal combustion engines usually require more periodic maintenance checks and services to ensure safety and prevent roadside emergencies. Drivers face high ongoing operating costs and complex decision making processes throughout the lifecycle of vehicle ownership.

The opportunity to transform these markets is tremendous, as the total spend for leasing, refueling, maintenance and repair and others was RMB4.0 trillion (US$614 billion) in China in 2020. Drivers are often forced to address these pain points themselves as the auto value chain is disconnected and unstandardized. Mobility in the future will be heavily focused on lowering costs and providing quality service for drivers on the road. Shared mobility platforms will integrate the value chain with the intention of optimizing the overall cost per kilometer for drivers. By doing so, mobility platforms ensure the success of drivers on their platforms as well as their own businesses.

Electric Mobility

Benefits of electric mobility drive growth in penetration

The future of mobility will be electric due to its ability to lower the cost per kilometer of transportation and the resulting dramatic reduction in carbon emissions compared to vehicles with internal combustion engines. According to CIC, the average electric vehicle produces 20% to 40% less carbon emissions per year than a similar vehicle with an internal combustion engine.
The benefits of electric mobility, investments in electric vehicle services, and government incentives to support electric vehicle adoption have created tremendous momentum in the adoption of electric vehicles globally. Annual growth in new electric vehicles sales worldwide is expected to accelerate, from 16% in 2020 to 28% in 2022. By 2025, it is estimated that 21% of all new vehicles sold will be electric, compared to 8% in 2020. As vehicles are replaced, electric vehicles are expected to account for 29% of total vehicles in the world by 2040 according to CIC. In China specifically, electric vehicles are estimated to account for more than 50% of all vehicles. Additionally, the government in China has set a nationwide target to reach carbon neutrality by 2060.

The growth in electric vehicle adoption is also correlated to increases in charging devices and charging volumes. Between 2016 and 2019, the total expenditure on electric charging in China rapidly increased from RMB2,349 million (US$358 million) to RMB10,211 million (US$1,559 million), representing a CAGR of 53.6%. The total spending on electric charging is expected to reach RMB53,707 million (US$8,197 million) by 2025 at a CAGR of 39.4% from 2020, according to CIC.

Electrification supports the growth of shared mobility

The benefits of electric vehicles are more pronounced than for vehicles with internal combustion engines when used for shared mobility as increased vehicle utilization offsets higher upfront costs for electric vehicles. Electric vehicles have fewer moving parts and therefore have a longer lifespan while allowing for higher utilization. Finally, the advent of customized electric vehicles designed for ride hailing with features such as increased legroom and wider-opening doors contribute to improved overall customer satisfaction and increased preference. The penetration of electric vehicle mileage as a percentage of total shared mobility in terms of both numbers of electric vehicles and driving mileage is increasing. As of December 31, 2020, there were around 5.5 million electric vehicles in China, including new energy vehicles and hybrid electric vehicles, and 22.9% of these were used for shared mobility. Additionally, in 2020, 42.9% of all electric vehicle mileage driven in China, including new energy vehicles and hybrid electric vehicles, was for shared mobility.

Electrification lowers cost of shared mobility

It is estimated that from the driver perspective, the cost per kilometer for vehicles with internal combustion engines today is RMB1.1 while the cost per kilometer for an electric vehicle is RMB0.8.
when used for shared mobility. Cost savings primarily occur through reduced energy and maintenance costs, contributing to an overall 31.7% lower cost. This is illustrated in the chart below:

![Cost per Kilometer Comparison](chart.png)

Source: CIC

**Autonomous Driving**

Significant investment in autonomous driving technologies, widespread adoption of internet and mobile technologies, supportive regulatory regimes, and new powerful mobile networks that enable edge computing have brought the world closer than ever to realizing the dream of autonomous cities.

**Autonomous lowers the cost of transportation:** Autonomous provides the opportunity to reshape the cost structure of mobility which would significantly lower the overall operating costs of vehicles and pass those cost savings along to riders and mobility platforms. It also helps to increase the supply and availability of shared mobility vehicles.

**Autonomous increases transportation safety:** Approximately 43.2 million and 8.6 million traffic accidents occur per year globally and in China, respectively. As over 90% of accidents that occur today are due to human error, autonomous driving technologies have the ability to meaningfully improve transportation safety.

Shared mobility networks are best positioned to successfully deploy autonomous driving given their tremendous scale and high vehicle utilization rates which generate enough data to advance technology and provide enough rides to successfully commercialize the technology. Shared mobility will be key to turning autonomous dreams today into reality.

**THE SHARED MOBILITY OPPORTUNITY IN SELECTED INTERNATIONAL MARKETS**

Transportation services are needed globally. Consumers in many emerging markets are faced with underdeveloped infrastructure and public transportation systems, as well as high ownership cost of private vehicles, which presents a large and fast-growing market opportunity for shared mobility service. More developed countries also face many of the same urban transportation issues.
such as traffic congestion, limited parking space and high-priced private transportation. Similar to China, shared mobility could be a viable option to mitigate some of these issues.

According to CIC, shared mobility market in Latin America, EMEA, and APAC (excluding China and India) reached US$41 billion in 2020, and is expected to reach US$117 billion in 2025, representing a CAGR of 23.2% between 2020 and 2025.

![Market Size of Shared Mobility in International Market, 2016-2025E](image)

Source: CIC

**THE OPPORTUNITY FOR ADDITIONAL SERVICES**

The infrastructure being created with the evolution of mobility, including physical asset networks, technology, and operational expertise, can be leveraged to reinvent the flow of goods and services throughout cities as well. Specifically, large opportunities are emerging to make the shipment of goods and local commerce more efficient and cost-effective for consumers. Freight within cities today is cumbersome for consumers who struggle to find trustworthy, reliable, and quality freight options given fragmented, poorly managed, non-standardized driver fleets. Commerce has undergone tremendous innovation in China in the past decade, but consumers still demand lower prices and faster and more efficient fulfillment.

The digitalization of China's intra-city freight industry is still in early stages, with existing solutions lacking on-demand availability, quality service and competitive pricing. According to iResearch, the market size of intra-city freight in China was RMB1.1 trillion (US$161 billion) in 2020 and the online platform penetration rate was only 4.9% in 2020, representing a tremendous opportunity for online platforms to continue to take market share.

Community group buying in China, an e-commerce model where consumers pay lower prices by placing group orders and picking up deliveries at centralized locations, is similarly expected to experience rapid growth supported by consumers increasing willingness to shop online for groceries and other products after the COVID-19 pandemic. According to iResearch, the total market size of fresh food and grocery in China was RMB11.9 trillion (US$1.8 trillion) in 2020. This market has a massive opportunity to shift online. In 2020 only 20.9% of total fresh food and grocery spend was transacted online. This is expected to increase to 45.5% by 2025. As of 2020, only 5.8%
of total online fresh food and grocery spending was transacted through community group buying models, which is expected to increase to 19.2% by 2025.

This world-leading innovation in lifestyle services is being replicated overseas. Food delivery services based on specific local needs are developing rapidly. In 2020, the size of the global online food delivery market excluding China reached US$118 billion, and it is expected to reach US$345 billion by 2025, representing a CAGR of 24%. Additional opportunities like financial services are also growing rapidly in markets such as Brazil given the safety issues that emerge from an overreliance on cash. Businesses with advantages in user scale and existing data and relevant technology are well-positioned to capture these new emerging opportunities.

THE FUTURE OF MOBILITY

Mobility as we know it is changing. Mobility will be shared, electric, and autonomous, all integrated into a seamless auto value chain, representing a massive market opportunity for those who are able to create the future of mobility. Each of these new pillars will enhance the user experience and lower the cost per kilometer of transportation. Mobility will become safer and more affordable, and as the world continues to urbanize and consumption demands increase, improving access to mobility has the ability to meaningfully improve people's lives.
BUSINESS

OVERVIEW

Who We Are

Our mission is to make life better by transforming mobility.

We are the world’s largest mobility technology platform. We reimagine urban living using transformative technologies to make mobility safe, affordable, convenient, and sustainable. We have been strategically building four key components of our platform that work together to improve the consumer experience: shared mobility, auto solutions, electric mobility and autonomous driving. We are the go-to brand in China for shared mobility, providing consumers with a comprehensive range of safe, affordable and convenient mobility services, including ride hailing, taxi hailing, chauffeur, hitch and other forms of shared mobility. Globally, we operate in nearly 4,000 cities, counties and towns across 15 countries. Our global platform provided services to over 493 million annual active users and powered 41 million average daily transactions for the twelve months ended March 31, 2021.

Our Vision

We envision a world where AI and big data power a shared, electric, smart, and autonomous mobility network.

As urban populations grow denser, demand for convenient, affordable and efficient mobility becomes increasingly difficult to satisfy. The existing transportation paradigm must change. Many cities cannot provide the road and parking infrastructure needed to support growing private vehicle ownership. At the same time, consumption upgrades and the evolving preferences of younger generations are shifting demand to shared mobility.

We believe that a new mobility paradigm based on a shared mobility network augmented by renewable energy and autonomous driving is the future. It has the power to improve everyday life and unlock economic progress by fulfilling fundamental needs of urban populations.

Our Market Opportunity

The new mobility paradigm will significantly increase the already massive mobility market opportunity. Mobility was a US$6.7 trillion market worldwide in 2020, but shared mobility and electric vehicle penetration were respectively 2% and 1% globally. The increasing adoption of electric vehicles and the commercialization of autonomous driving will further catalyze the growth of mobility, particularly shared mobility. We expect the shift from traditional mobility such as private cars and public transportation to shared mobility to further accelerate. The global mobility market is expected to reach US$16.4 trillion by 2040, by which time the penetration of shared mobility and electric vehicles is expected to have increased to 23.6% and 29.3%, respectively, according to CIC.

We believe China is the best starting place for realizing our vision for mobility. China’s massive and urbanizing population presents opportunities for new mobility services. This will accelerate the rapid development of shared mobility and transform urban living. China’s mobility market is expected to reach US$3.9 trillion by 2040, by which time the penetration of shared mobility and electric vehicles is expected to have increased to 35.9% and 50.2%, respectively, according to CIC. Additionally, our model for mobility is applicable across the world. We have applied our expertise to 14 international markets outside of China where we currently provide localized services. According to CIC, the shared mobility market in Latin America, EMEA, and APAC (excluding China and India) reached US$41 billion in 2020, and is expected to reach US$117 billion in 2025, representing a CAGR of 23.2%.
Our business has achieved significant scale since our founding over nine years ago, as shown above. In addition, Platform Sales, an operating metric used to measure performance and compare our China Mobility and International segments on a like-for-like basis, has grown in the past three years, despite the impact of the COVID-19 pandemic and other external factors. Platform Sales for our China Mobility and International segments increased from RMB18.7 billion in 2018, to RMB24.2 billion in 2019 and further to RMB34.7 billion (US$5.3 billion) in 2020, representing a CAGR of 36.0%. For the three months ended March 31, 2021, we had Platform Sales of RMB11.1 billion (US$1.7 billion) for our China Mobility and International segments. We derived 93.4% of our Platform Sales from China and 6.6% from other countries for both 2020 and the three months ended March 31, 2021.

Our Financial Results

Our revenues were RMB135.3 billion, RMB154.8 billion and RMB141.7 billion (US$21.6 billion) in 2018, 2019 and 2020, respectively, and RMB42.2 billion (US$6.4 billion) for the three months ended March 31, 2021. Our net loss was RMB15.0 billion, RMB9.7 billion and RMB10.6 billion (US$1.6 billion) in 2018, 2019 and 2020, respectively. We had net income of RMB5.5 billion (US$0.8 billion) for the three months ended March 31, 2021. Our Adjusted EBITA (non-GAAP) was losses of RMB8.6 billion, RMB2.8 billion and RMB8.4 billion (US$1.3 billion) in 2018, 2019 and 2020, respectively, and a loss of RMB5.5 billion (US$0.8 billion) for the three months ended March 31, 2021. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Non-GAAP Financial Measure."

We Are Building the Future of Mobility

We are obsessed with delivering the best consumer experience. To progress from the mobility paradigm of today to that of the future, we have been strategically building four key components that work together to improve the consumer experience:

- shared mobility;
When we founded our business, we focused on building an on-demand shared mobility network that connects consumers with drivers. As we scale our network, we have been developing technology to solve problems of enormous complexity in real time and gaining operational expertise and consumer insights. These are critical to managing a localized, on-demand and dynamic mobility network that grows increasingly complex over time.

We went one step further. We added an array of auto solutions such as leasing, refueling, maintenance and repair. These help drivers lower their operating costs, which increases the supply on our network and helps us more efficiently meet demand at an ever larger scale.

Electric mobility is the next key component of our vision. Electric vehicles cost less to operate per kilometer traveled and make shared mobility more affordable and sustainable. We promote electric mobility to increase the supply and quality of vehicles and bikes. We have also built a nationwide charging network as supporting infrastructure. Finally, through collaboration with our partners, we have successfully designed and produced the world's first electric vehicle purpose-built for shared mobility. All of these improve the overall shared mobility user experience.

Autonomous driving is the pinnacle of our design for future mobility. It makes mobility safer, more affordable and more efficient and enables us to more flexibly manage vehicle supply to meet demand. We are a leader in the development of autonomous driving. Our advantages are built on our experience in operating a shared mobility platform at tremendous scale as well as our massive repository of real-world traffic data, which is not easily replicable.
Shared Mobility: Massive Platform for Innovative Mobility Services

We started our mobility business in China nine years ago. We have become the world’s largest mobility technology platform by annual active users and by average daily transactions for the twelve months ended March 31, 2021, according to CIC.

In China, we are the go-to brand for shared mobility and provide consumers with a comprehensive range of safe, affordable and convenient mobility services. Our services include ride hailing, taxi hailing, chauffeur, hitch, and other forms of shared mobility. We had 377 million annual active users and 13 million annual active drivers in China for the twelve months ended March 31, 2021, as well as 156 million average monthly active users for the three months ended March 31, 2021. We facilitated 25 million average daily China Mobility transactions for the three months ended March 31, 2021.

Since early 2018, we have expanded our platform globally to strategically selected markets with similar challenges and opportunities. We leverage the technology and expertise that we gained from building and scaling a shared mobility network in China to create localized solutions that fit the needs of consumers in these new markets. The average daily transactions facilitated on our platform outside of China increased at a CAGR of 58.9% from 1.8 million for the three months ended March 31, 2019 to 4.6 million for the three months ended March 31, 2021, while annual...
active users outside of China increased at a CAGR of 63.5% from 23 million for the twelve months ended March 31, 2019 to 60 million for the twelve months ended March 31, 2021.

Globally, we operate in nearly 4,000 cities, counties, and towns across 15 countries. Our Core Platform GTV, which refers to the GTV of our China Mobility and International segments, reached RMB244.2 billion (US$37.3 billion) for the twelve months ended March 31, 2021. The size and reach of our platform opens up exciting new possibilities to tackle some of the most complex mobility problems at scale.

**Auto Solutions: Empowering Drivers**

In 2018, we launched auto solutions in China to support the growth of shared mobility by increasing our ability to bring drivers and vehicles onto our platform. We partner with leasing companies and financial institutions to help drivers obtain vehicles. As of March 31, 2021, we had the largest vehicle leasing network in China, according to CIC, with around 3,000 vehicle leasing partners and over 600,000 leased vehicles. As of the same date, the average leasing price for the top 10 car models leased through our auto solutions was approximately 20% lower than the cost for a driver to lease directly from a leasing company, according to CIC.

We also help lower the ongoing operating costs for drivers and increase their earning potential. We provide drivers with access to fuel discounts at over 8,000 refueling stations in our network as well as to a network of maintenance and repair shops as of March 31, 2021. Our auto solutions, widely used by drivers, are an important part of our mobility platform. In 2020, around three million of the drivers on our platform used at least one of our auto solutions. By helping drivers obtain vehicles and lowering their operating costs, our auto solutions make joining our platform more compelling. According to CIC, in 2020, we have established the largest auto solutions network among mobility platforms globally, in terms of transaction value.

**Electric Mobility: Lowering Cost and Driving Sustainable Mobility**

Electric vehicles are a natural fit for shared mobility. The benefits of lower operating and maintenance costs for electric as compared to fossil fuel vehicles are amplified with greater usage and higher mileage from shared mobility. We make owning and maintaining electric vehicles easier by helping drivers to lease them through our partners and providing the drivers with nationwide support services. The cost advantage and convenience of electric vehicles will continue to increase as technology and the supporting infrastructure develop.

We have the world's largest network of electric vehicles on our platform by number of electric vehicles as of December 31, 2020, according to CIC. There were over one million electric vehicles, including new energy vehicles and hybrid electric vehicles, registered on our platform as of December 31, 2020. During the same period, electric vehicles providing shared mobility services on our platform accounted for approximately 38% of the total electric vehicle mileage in China.

To support the large fleet of electric vehicles on our platform, we have built the largest electric vehicle charging network in China, with an over 30% market share of total public charging volume in the first quarter of 2021, according to CIC. We partner with owners and operators of charging infrastructure to grow our network in an asset-light and scalable manner.

Based on our extensive operational experience, we have gained deep insights into the needs of both riders and drivers. These insights gave us the confidence to design and develop the D1, the world's first electric vehicle purpose-built for shared mobility. The D1 offers an enhanced passenger experience by providing an ergonomic, comfortable, and fun space in which to ride. The D1 also provides drivers with a better driving experience, increased operating efficiency, and improved safety. We launched the D1 in November 2020 and there are close to a thousand vehicles operating...
commercially today. We plan to launch new models of electric vehicles and grow the number of our custom-designed electric vehicles in our leasing network in the future. We also provide consumers with access to shared e-bikes on our platform as a short-distance transportation alternative.

**Autonomous Driving: Transforming Mobility**

Autonomous driving is the key to the future of mobility. It has the potential to meaningfully improve safety by significantly reducing the risk of accidents. Autonomous driving also improves vehicle utilization by allowing cars to operate throughout the day, therefore increasing supply and reducing the cost of transportation. We are building a full-suite autonomous solution that combines world-leading technology with commercial operations for both mobility and shared mobility deployment.

We are developing Level 4 autonomous driving technology and the operating system for an autonomous fleet with our team of over 500 members. Our technology is powered by the world's largest repository of real-world traffic data from our shared mobility fleet. This data is analyzed with our state-of-the-art AI technology whose algorithms power key features of autonomous driving such as localization, prediction, and vehicle control. Additionally, our high-definition mapping capabilities allow us to create and update digital city landscapes in close to real time.

We combine our technological advantage with our operational knowhow from ride hailing to develop a commercially viable autonomous driving solution. We currently operate a fleet of over 100 autonomous vehicles and also partner with multiple leading global automakers to test our autonomous driving hardware and software in their vehicles. Our existing platform and infrastructure can also be utilized for autonomous driving. For example, we will deploy our autonomous fleet alongside driver-operated vehicles to offer shared mobility with hybrid-dispatching based on specific trip conditions. Additionally, charging stations on our network can also serve autonomous vehicles. We were among the first companies to obtain a passenger-carrying service license for an autonomous fleet in Shanghai.

**Other Initiatives: Leveraging Our Network, Technology and Operational Expertise**

We are selectively expanding our services to better address consumers’ essential daily needs beyond personal, four-wheeled transport. In particular, we leverage our localized operational knowhow, core mobility technologies, and infrastructure to improve additional aspects of urban life. In China, we offer bike and e-bike sharing to provide consumers with an additional short-distance urban transport alternative; we also launched intra-city freight to bring our strengths in operating an on-demand mobility network to the movement of goods; and through community group buying, we connect local communities to groceries and goods by improving supply chain and the efficiency of logistics.

**Our Strengths**

The following strengths have enabled us to become who we are today and will support our continued success:

*Our leadership*

We are the world's largest mobility technology platform according to CIC, providing services to over 493 million annual active users on our platform and facilitating 41 million average daily transactions for the twelve months ended March 31, 2021, as compared with 429 million annual active users and 35 million average daily transactions for the twelve months ended December 31, 2019. We have a presence in 15 countries and nearly 4,000 cities, counties and towns, and we have facilitated over 50 billion cumulative transactions to date. In China, we operate the largest
Our dual flywheel

We have designed our shared mobility network and our auto and electric vehicle solutions to create a dual flywheel of shared mobility and driver enablement. For shared mobility, as more drivers join our platform, the wait time and cost for riders decrease. Less wait time and lower cost per trip attract more riders, which in turn generates more income for drivers and gives them more incentive to join our platform. This creates a liquidity network that improves the rider experience and attracts more drivers. For the driver enablement network, the more we help drivers lower their operating costs and improve their efficiency through our auto and electric mobility solutions, the more economics there are to be shared between drivers and our platform, which in turn attracts more drivers. Our dual flywheel distinguishes us from other players and drives our sustained and rapid growth.

Our brand

We are the go-to brand for mobility services and the partner of choice for consumers, drivers and businesses in China, where we are widely recognized as a pioneer of on-demand services. The strength of our brand allows us to quickly and successfully launch and scale a comprehensive suite of mobility products and services that cater to different consumer demographics, needs and budgets. Nearly all of our product and services for the various consumer segments have market
leading position and strong consumer recognition, which in turn further strengthen our brand and help us attract and retain consumers.

We have strong consumer mindshare for day-to-day mobility needs. In a recent survey conducted by CIC, 87% of respondents stated that our DiDi Chuxing app is an indispensable part of their daily lives. As we expand into related services, we focus on mass-market, essential and high-frequency services with large total addressable markets, and our brand gives us the instant credibility and recognition to accelerate consumer adoption of new services.

Our deep operational experience

We develop and refine much of our core technology centrally and utilize our global knowhow and experience to optimize city-level operations. For example, our AI-powered centralized technology predicts traffic and operational conditions in each city before they develop, enabling us to deploy local resources swiftly in response to anticipated problems such as severe supply and demand mismatch in times of adverse weather conditions. Our expertise at the central level allows us to tackle some of the most complex operational challenges, such as enabling millions of drivers to concurrently provide high quality services through our platform.

In addition to centralizing key decision making, we provide local city teams with significant responsibility and flexibility to apply their own local knowledge to pilot new operational strategies. Our local operations in China are run by around 100 city and regional managers, 2,000 driver service managers and more than twenty thousand driver buddies. With deeply rooted local operational teams, we can quickly respond to ever changing external conditions, as demonstrated by our rapid rollout of COVID-19 service stations nationwide and our ability to identify new consumer trends such as demand for intra-city freight or community group buying commerce solutions. We apply the same methodology in our international markets as well, which has allowed us to successfully expand and launch new services overseas.

Our technology and data

We have a technology and data advantage due to our massive driver and consumer base, large transaction volume, and fleet of shared mobility vehicles. This allows us to accumulate data to power and improve our technology. We have one of the largest research and development teams among technology companies, with approximately 7,000 research and development personnel. We have developed a technology and data stack from the ground up that optimizes the movement of people and goods including:

• **Shared mobility technologies** that support a ride from start to finish including demand prediction, dynamic pricing, dispatching, routing, safety, and smart customer service;

• **Electric vehicle technologies** such as the world's first purpose-built electric vehicle for shared mobility, the D1, which we developed together with our partner, a leading electric vehicle manufacturer in China; and

• **Autonomous driving** hardware (such as LiDAR, cameras, and radars), software, infrastructure and data as well as the operating platform to deploy and manage an autonomous vehicle fleet.

Our technologies are built on massive data. We process 60 to 80 billion routing requests each day with over 4 million requests per second at peak capacity. Every trip and every transaction strengthens our technologies and adds to our competitive advantage.
Our team

We have a strong corporate culture with a shared purpose. During the nine years since our founding, we have experienced rapid growth and expansion as well as challenges and setbacks such as the COVID-19 pandemic. Led by our two founders, Will Wei Cheng, our chairman and CEO, and Jean Qing Liu, our president, we have cultivated a humble, resilient, honest and authentic company culture while maintaining our strong passion and commitment to delivering the best consumer experience. Such qualities have propelled our successful transition from a startup to the largest mobility technology platform in the world, and made us stronger and more ready today than ever for the future.

How We Approach the Future

We pursue the following strategies for a better future:

Serve consumers better and increase penetration of shared mobility. We plan to continue to invest in delivering a better value proposition for consumers. We will develop and launch new services that address consumers' needs for diverse and quality mobility options. To supplement our organic growth, we will grow our platform through targeted investments and strategic partnerships that complement and strengthen our leadership position. In doing so, we strive to increase the penetration of shared mobility.

Serve drivers better and reduce the cost of mobility. From 2018 to March 31, 2021, we generated over RMB600 billion (US$92 billion) of income for drivers. Cumulative income for drivers is one of the metrics we use to measure our contribution to the communities we serve. In the twelve months ended March 31, 2021, more than 15 million people earned income from our platform globally. We will continue to seek ways to help drivers make a better living by lowering their operating costs, increasing their income stability, enabling them to work flexible hours, and fostering a safe, respectful and positive operating environment. This will help to increase our ability to attract drivers to our platform and enable us to provide better and more efficient mobility services to consumers.

Drive adoption of electric mobility. We will continue to drive adoption of electric mobility, building on our position today as the largest network of electric vehicles and the largest electric vehicle charging network operator by charging volume in China. We will grow the number of our custom-designed electric vehicles in our leasing network as well as continue to develop and market new models of electric vehicles for both commercial and personal use. This will not only lower the cost of mobility, which in turn will increase our ability to attract drivers on our platform, but also push us towards a more sustainable future.

Invest in technology and artificial intelligence to drive the future of mobility. We plan to continue to invest in transformative mobility technologies that optimize the movement of people and goods. In particular, we plan to advance our autonomous driving capabilities, which we believe will further lower the cost of transportation and bring economic benefits to our consumers and our business. We will also continue to invest in safety features for riders and drivers. These technologies will increase the value proposition of shared mobility to consumers.

Expand our presence and innovative businesses to selected international markets. Our expertise in building a mobility services network in China allows us to be successful globally, as certain markets around the world have similar characteristics and opportunities to China. We will selectively expand into these markets by applying our technology and knowhow and providing localized offerings with compelling consumer value propositions. Successfully expanding in existing international markets or entering new geographies around the world will meaningfully increase our market opportunity in building the future of mobility.
Our Commitment to People, Communities and the Planet

We are committed to the well-being of people, communities, and the planet.

**Safety first.** We transport people, and we take that responsibility very seriously. That is our consumers we invest heavily every day in building the best safety tools, processes and technology to make our mobility services the safest possible mode of transportation.

**Flexible income opportunities.** We have built one of the world's largest flexible work platforms. We promote inclusive growth by providing drivers the opportunity to work on their own schedule while maximizing their income. From 2018 to March 31, 2021, drivers on our platform have earned over RMB600 billion (US$92 billion) of income. Cumulative income for drivers is one of the metrics we use to measure our contribution to the communities we serve.

**Diversity and Inclusion.** We believe that everyone deserves an opportunity, and that the best ideas come from teams that reflect the communities they serve. We have provided flexible work opportunities and additional income sources to a diverse group of drivers, including over 2.8 million women globally. As of March 31, 2021, women comprise 37% of our staff and hold around 30% of our management positions, and we were the first among Chinese internet companies to establish a diversity and inclusion network and committee, according to CIC. We constantly strive to build stronger and more diverse teams and leadership.

**Sustainable mobility.** We strive to contribute to the environment through increased road efficiency and promotion of electric mobility. Our shared mobility services contribute to the reduction of carbon emissions. Today the electric vehicles providing shared mobility services on our platform, including new energy vehicles and hybrid electric vehicles, account for approximately 38% of the total electric vehicle mileage in China.

**Combatting COVID-19.** We partnered with communities to fight the COVID-19 pandemic by helping frontline healthcare workers keep moving even as much of the world ground to a sudden halt. By the end of 2020, we had provided more than 6 million free or discounted rides to frontline healthcare workers and distributed more than 11 million free mask and sanitizer kits to drivers on our platform. Further, we set up a Coronavirus Relief Fund to support drivers and couriers affected by COVID-19. As we shift to supporting recovery, in January 2021, we announced a Global Vaccination Support Fund to provide millions of free trips for people seeking inoculation and for the medical workers delivering them.

Our Value Proposition

We are the world's largest mobility technology platform. We reimagine urban living using transformative technologies to make mobility safe, affordable, convenient, and sustainable. Through the activities we facilitate on our platform, we create value for consumers, drivers and business partners.

Benefits for Consumers

Our global platform provided services to over 493 million annual active users for the twelve months ended March 31, 2021, as compared with 429 million annual active users for the twelve months ended December 31, 2019. The benefits we provide to them include:

- **Safety.** "Safety First" is a principle that we have taken to heart. We implement a comprehensive set of safety measures before, during and after each trip to enable a safe experience for riders. We are committed to reducing the number of traffic accidents, in-car disputes, and crimes on our platform. We continually innovate to stay on the forefront of mobility safety; for example, our D1 electric vehicle comes equipped with numerous safety features purpose-built for shared mobility.
• **Affordability.** We provide a wide range of mobility solutions to address different needs and budgets of consumers. According to CIC, the cost of ride hailing for a rider in China in 2020 was RMB2.9 per kilometer which is lower than RMB4.1 per kilometer for owning and operating a fossil-fuel-powered vehicle.

• **Convenience.** Riders can hail a ride easily and effortlessly from their mobile phones on demand in any of the markets where we operate. We ensure efficient and timely pickup based on our strong technology capabilities, including our proprietary demand prediction, dispatch and routing systems. Our system can process 4 million requests per second at peak capacity, and the average time between order and pick up in China in 2020 was less than four minutes.

• **Service quality.** We are committed to offering passengers a comfortable riding experience with consistent service in a qualified vehicle. We also offer higher service levels with trained drivers and high-end vehicles for consumers who are looking for a premium experience.

**Benefits for Drivers**

We had 15 million annual active drivers on our platform for the twelve months ended March 31, 2021, as compared with 11 million annual active drivers for the twelve months ended December 31, 2019. The benefits we provide to them include:

• **Safety.** We are focused on the safety of drivers as well as that of consumers, and they also benefit from the safety measures we implement throughout the journey. For example, we monitor driver alertness behind the wheel to help them avoid accidents.

• **Higher and more flexible income.** We have built one of the world's largest flexible work platforms in terms of number of drivers, according to CIC. We provide drivers with the opportunity to work on their own schedule while maximizing their earning potential. From 2018 to March 31, 2021, we generated over RMB600 billion (US$92 billion) of income for drivers. Cumulative income for drivers is one of the metrics we use to measure our contribution to the communities we serve. In the twelve months ended March 31, 2021, more than 15 million people earned income from our platform globally.

• **Cost-effective auto solutions.** The number of drivers and consumers on our platform gives us bargaining power in dealing with providers of automobile-related goods and services, and we work with our partners to negotiate favorable prices, which lowers drivers' operating costs. For example, drivers can enjoy discounts on charging, refueling, maintenance and repair.

• **Convenience.** Through our auto solutions, we address many of the problems that drivers encounter in obtaining vehicles and keeping them on the road, such as by leasing vehicles to drivers, helping them find gas stations and charging stations, and connecting them with maintenance and repair services.

We help lower the barrier to entry for new drivers and create an overall better driving experience. While the above benefits are primarily enjoyed by drivers on our platform in China, our commitment to the safety of drivers and to giving them an opportunity to earn a higher and more flexible income extends globally to our international drivers.
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Benefits for Business Partners

We have a broad range of business partners including auto solutions services providers, financial services providers, community group buying partners, and food delivery merchants. The benefits we provide to them include:

- **Access to customers.** Business partners gain access to the large base of consumers and drivers on our platform. For instance, our car leasing partners have access to a large pool of existing or potential drivers who are actively looking to lease a vehicle.

- **Operational efficiency.** Business partners can make use of our technology and operating infrastructure to improve the efficiency of their operations. For instance, by using our app, our electric vehicle drivers can check for and book available charging stations, while our charging station partners can achieve a better utilization rate.

SERVICE OFFERINGS

The following diagram shows our service offerings in China and international markets.

### China

**Shared Mobility**

We started our mobility business in China nine years ago, taking the first step towards creating a new mobility paradigm. Today, we are the largest mobility technology platform and the go-to brand for mobility services in China. We provide consumers with a comprehensive range of safe, affordable and convenient mobility services, including ride hailing, taxi hailing, carpooling, chauffeur, hitch, and other forms of shared mobility. We will continue to innovate new mobility services and solutions that address consumers’ evolving needs in each market we serve.

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The diagram below depicts the home screen of our DiDi Chuxing app in China where consumers can access our mobility and other essential services:

Ride Hailing

We address a wide variety of rider preferences by offering a comprehensive range of ride hailing services on our platform. All services other than Piggy Express can be accessed through the same app, and all services enjoy the same safety measures regardless of cost. Below, we explain some of the key characteristics of each of our services.
Carpooling and Piggy Express are generally our most affordable services. Carpooling is aimed at people who are willing to share rides with other passengers and who do not mind if the vehicle makes a detour to pick up or drop off another passenger. Carpooling can reduce wait time for consumers during peak hours, and it also helps generate more income for drivers. Piggy Express is another affordable service, with a differentiated app and brand, that is targeted at younger riders.

Express is our main service line where we aim for a balance between cost, convenience and comfort that will appeal to the largest segment of the population. Express accounted for the majority of our total GTV for ride hailing services in the first quarter of 2021. We also introduced dynamic pricing to balance supply and demand during peak and off-peak hours through our Discount Express and DiDi Flash services. Discount Express offers lower prices to attract more riders during off-peak hours, while DiDi Flash allows riders to pay more for faster service during peak hours. Select is similar to Express but with enhanced standards for the quality of the vehicle.

We also have two high-end services that provide enhanced levels of comfort and quality of service. Premium is suitable for most business purposes and includes some larger vehicles for group travel. Luxe features sedans, multi-purpose vehicles (MPVs) and sports utility vehicles (SUVs) of leading luxury brands, together with amenities designed to five-star-hotel standards, including selected food and drinks, in-vehicle Wi-Fi access, customized music and aromatherapy, and green plants.

<table>
<thead>
<tr>
<th>Price Point</th>
<th>Description</th>
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<tbody>
<tr>
<td>✈️</td>
<td>Luxe: Luxury vehicles with professionally trained drivers and a variety of amenities</td>
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<tr>
<td>🚗</td>
<td>Premier: High-end vehicles aimed at business travelers with a variety of choices for style and size</td>
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<tr>
<td>🚗</td>
<td>Select: Newer or more spacious vehicles, suitable for everyday use</td>
</tr>
<tr>
<td>🚗</td>
<td>DiDi Flash: Dynamic pricing for faster service during peak hours</td>
</tr>
<tr>
<td>🚗</td>
<td>Express: Our main service, affordable for everyday use</td>
</tr>
<tr>
<td>🚗</td>
<td>Discount Express: Dynamic pricing for lower prices during off-peak</td>
</tr>
<tr>
<td>🐼</td>
<td>Piggy Express: Affordable service targeted at younger riders with higher flexibility of hours for drivers</td>
</tr>
<tr>
<td>🐻</td>
<td>Carpooling: Discounted fares for sharing rides with other riders on the same route</td>
</tr>
</tbody>
</table>
We are constantly improving our services to make every trip even more convenient, more comfortable and safer. These efforts include:

- **Trip preferences.** We give riders flexibility to tailor each service to their own preferred riding experience. Our riders can choose from a wide range of in-ride options, depending on the service they are using, including whether they want drivers to call them upon arrival, whether they would like drivers to move the front seat to create more leg room, and how they want drivers to address them and converse during the trip. Our system also suggests a destination which can be easily confirmed with one click.

- **Suggested pickup.** Even with the help of location information, it still can be difficult for riders and drivers to pinpoint a precise location to meet. Based on the rider's location and the direction they will be traveling in, we suggest a few pickup points that are easy for both rider and driver to find, which may be in front of a convenience store, next to a bus stop or at one particular entrance to a shopping complex. We have around 100 million such possible pickup points in our system. This is a very data- and AI-intensive function that helps eliminate one of the most common sources of confusion and delay in the pickup process.

- **Emergency contact.** Riders can set up their emergency contacts, and how they want us to reach out to them. Options include informing the emergency contacts for all trips during certain time periods, normally late at night, or above a certain distance, authorizing the emergency contacts to inquire about the status of each trip, and notifying the emergency contacts in the event our system detects any abnormality and makes an emergency call to the police. Riders can also share their trip information with family or other contacts conveniently through WeChat.

The value we provide to our consumers is demonstrated by their increasing use of our ride hailing services in China over time. Consumers on average completed 41.9 transactions in the fifth year of joining our platform, an increase as compared to 20.2 transactions completed on average in the first year of joining.

**Taxi Hailing**

Our taxi hailing service allows riders to hail a taxi conveniently and efficiently on our platform. We make taxi hailing a transparent, reliable and traceable experience. We have implemented a service quality control system to protect riders' safety and to reduce the occurrence of undesirable driver behavior such as bargaining, detours, picking up extra passengers and refusal of service. Taxi drivers, at the same time, also benefit from improved efficiency and are able to earn more.

**Chauffeur**

Our chauffeur service dispatches professionally trained and verified drivers to meet the car owner and drive the owner in his or her own car. This service is popular with customers who need a designated driver, who need to work while they are traveling, or who are taking long-distance trips where they cannot drive the whole way themselves.

**Hitch**

Hitch matches a car owner with a rider who shares a similar route, allowing the car owner to defray the cost of his or her vehicle. This differentiates hitch from carpooling, which matches multiple riders who share similar routes. Hitch is generally more affordable than the various ride hailing options since the driver would otherwise be bearing the full cost of the trip.
**Enterprise Solutions**

We provide enterprises with flexible, efficient and manageable one-stop transportation solutions. After a company creates an enterprise account, its employees can use our Enterprise app to request business rides. Trip fares will then be paid directly from the enterprise account.

Our enterprise solutions help enterprises simplify the reimbursement processes, analyze trip data for effective cost control, ensure employees’ compliance with corporate policies and improve employees’ travel experience. For example, enterprises can define personnel, departments, policies, budgets and rules in our system to standardize processes on business rides. They can also have pre-set travel rules for employees, so that the fares will only be paid by the enterprise if the trips comply with the travel rules.

**Auto Solutions**

We provide auto solutions to support our shared mobility business by bringing more drivers onto our platform and to serve drivers better. We leverage our large driver network and economies of scale to provide better solutions across the vehicle value chain. Our auto solutions aim to reduce cost and improve income for drivers.

**Leasing**

We have the largest vehicle leasing network in China as of March 31, 2021, according to CIC, with over 600,000 vehicles in our leasing network. Drivers can browse vehicles available for lease, sign a lease and pay online through our platform. We have adopted an asset-light model, under which about half of the vehicles we lease are owned by our around 3,000 vehicle leasing partners. Each operating lease typically lasts between 6 and 12 months. As of March 31, 2021, the average leasing price for the top 10 car models leased through our auto solutions was approximately 20% lower than the cost for a driver to lease directly from a leasing company, according to CIC. By making it easier and more affordable for drivers to lease vehicles, we expand the pool of drivers who can provide ride hailing services on our platform.

**Refueling**

We provide refueling solutions to drivers through our nationwide network of over 8,000 refueling stations, including nearly 200 liquefied natural gas (LNG) stations as of March 31, 2021. We provide a wide range of services that allow drivers to lower their operating costs. For example, we provide drivers with access to fuel discounts when they refuel at our network stations, as well as access to information about a gas station such as its location, fuel prices and customer ratings. For businesses that operate fleets of vehicles, we also provide analytical tools to enable them to track and manage their fuel consumption.

**Maintenance and Repair**

We provide drivers on our platform with value-for-money maintenance and repair services. These services range from tire and oil replacement to car detailing and accident repair. We currently provide our services through a combination of our own shops and partnership with third-party shops. These services enable drivers to lower their operating costs and make a better living, thereby increasing driver supply on our platform and our ability to provide a high-quality mobility experience to consumers.
Electric Mobility

Shared mobility is a natural use case for electric vehicles. The benefits of lower operating and maintenance costs for electric vehicles are amplified by constant use and high mileage required for shared mobility solutions. Additionally, the concentration of shared mobility services in urban cities allows electric vehicles to easily access charging networks. We are driving adoption of electric mobility through the large and growing network of electric vehicles and bikes on our platform. The electric vehicles providing shared mobility services on our platform, including new energy vehicles and hybrid electric vehicles, accounted for approximately 38% of the total electric vehicle mileage in China in 2020.

Our purpose-built electric vehicles

To create a better shared mobility vehicle, we partnered with a leading electric vehicle manufacturer in China to develop and manufacture the D1, the world's first electric vehicle purpose-built for shared mobility. The D1 offers an enhanced experience for the passenger by providing an ergonomic, comfortable, and fun space in ride in. The D1 also offers benefits for the driver through better driving experience, operating efficiency, and safety. See "— Electric Vehicle Technology." We launched the D1 in November 2020 and there are close to a thousand vehicles operating commercially today. We plan to grow the number of our custom-designed electric vehicles in our leasing network.

Our electric vehicles are fitted with our robust battery management system customized for shared mobility. Our battery management system monitors and manages battery cells to extend their service life and ensure reliable operations. Leveraging the world's largest repository of real-world traffic data, we are able to optimize our charging algorithms and adapt to various factors including usage patterns, weather, and road conditions.

Charging

We operate the largest electric vehicle charging network in China in terms of charging volume in the first quarter of 2021, according to CIC. As of March 31, 2021, drivers can access almost 88,000 charging devices nationwide, over 30,000 operated by us and almost 58,000 operated by our national and local partners. Over 1,392 megawatt-hours of energy were charged on our platform in 2020, an increase of 105% from that of 2019. Drivers can see which charging devices are available through our app, which reduces wait time and maximizes the amount of time that drivers can spend serving riders and earning income.

Other Initiatives

The following are other initiatives that we are developing in the China market. See "Description of Share Capital — History of Securities Issuances — Subsidiary Financings" for the history of our external financing for our bike and e-bike sharing, intra-city freight and community group buying businesses.

Bike and e-bike sharing

Bike and e-bike sharing provides consumers with a convenient and affordable alternative for short-distance transport.

We launched our bike and e-bike sharing services in 2018. Consumers can easily find a bike near them in real time and unlock it with their DiDi or Qingju Bike app. We charge consumers a base fee plus fees based on time used, which are tracked on the app. No deposit is required. We design our own bikes specifically for shared use with an emphasis on durability and comfort. Our
bike won the Best Industrial Design Award in 2018 and our e-bike won the Red Dot Design Award in 2019. We have also developed proprietary software for user behavior analysis, demand and supply analysis, and operation planning to increase utilization and operating efficiency and reduce impairment.

As of March 31, 2021, we had a fleet of 5.2 million bikes and 2.0 million e-bikes deployed around 220 cities in China. The revenues of our bike and e-bike sharing services increased from RMB0.2 billion in 2018 to RMB1.5 billion in 2019 and RMB3.2 billion (US$0.5 billion) in 2020, and from RMB0.3 billion for the three months ended March 31, 2020 to RMB0.9 billion (US$0.1 billion) for the three months ended March 31, 2021. We are the largest e-bike sharing service provider in China in terms of average daily trips in the three months ended December 31, 2020, according to iResearch. Our bike and e-bike sharing service plays an important role in attracting more consumers to our platform. Approximately 40% of the customers who use our bike and e-bike sharing services at least once a month also use our ride hailing services at least once a month.

Intra-city Freight

Intra-city freight is a natural extension of our strengths in personal mobility and is part of our vision to connect the world through a shared, electric, smart and autonomous mobility network. Our intra-city freight services leverage our strengths in operating an efficient on-demand network as well as managing a large number of drivers and providing auto solutions to them to increase their operating efficiency.

We launched our intra-city freight services in June 2020. We connect shippers and carriers through an on-demand marketplace. We provide shippers with transparent and fair pricing, the convenience of booking a shipment at the touch of a button, and the assurance of quality and reliability that comes with the DiDi brand. We connect carriers with appropriate shipments on our platform, increasing their utilization rates and income.

In the six months following the launch of our intra-city freight business, from July to December 2020, we completed 11 million orders in eight cities.

Community Group Buying

Community group buying leverages the strengths in city-level operations and driver management and dispatch that we refined in our core ride hailing business to launch and grow a new service that consumers are demanding nationwide.

This initiative was launched in June 2020 during the COVID-19 pandemic to provide customers an innovative e-commerce model through which to purchase fresh produce, household necessities, and other essential products. Through our platform, consumers place e-commerce orders and group leaders act as a single delivery point on behalf of localized groups which typically reside within a single residential community. The aggregated purchased items of a localized group are delivered together in one shipment the next day to a single designated pick-up point from which the consumers retrieve their purchases. This innovative commerce model provides consumers with savings by aggregating demand which unlocks bulk pricing and by improving the efficiency of last-mile logistics through single common delivery points. DiDi provides the online marketplace from which consumers can shop for products. We also facilitate last-mile logistics as suppliers send goods to our regional warehouses from which third-party drivers pick up and ultimately deliver orders to single common delivery points.

On March 30, 2021, we closed a transaction whereby our ownership interest in the community group buying business was reduced to a minority, and we no longer consolidate the financial
results of this business in our consolidated financial statements following this date. See “History of Securities Issuances—Subsidiary Financings—Chengxin Preferred Shares and Convertible Note.”

Financial Services

We work with partners to provide various financial services, including credit loans, wealth management and payment solutions to better serve consumers, drivers, and business partners within our ecosystem.

International

We began our journey of international expansion in early 2018 and we now operate in 14 countries outside of China. We have already achieved a strong market position as the second largest ride hailing platform in Latin America and second largest ride hailing and food delivery platform in Mexico, in terms of total transactions in 2020, according to CIC and iResearch. In addition, we have growing competitive offerings in markets we have entered more recently.

In just three years, our international business has grown to serve more than 60 million active annual users, across hundreds of cities, accounting for approximately 12% of our annual active users worldwide for the twelve months ended March 31, 2021. We see significant growth potential ahead as we continue to expand strategically into markets where we believe we can leverage our technology and in-depth operational knowhow to bring mobility and other essential services to consumers.

We attribute our rapid growth internationally to two key factors. First and foremost, our experience in China has prepared our team to tackle the mobility challenges in these markets, and most particularly in mega-cities like Sao Paulo and Mexico City. Having built our services for large, dense, and rapidly growing cities such as Beijing and Shanghai, we understand how to build and scale mobility and other essential consumer services in complex, constantly evolving urban environments.

Second, we recognize and fully embrace the challenge of adapting our services to each of the markets we enter, creating differentiated offerings to meet local needs. China is a unique market. So too are each of the other markets where we operate. So while we bring our experience from China to our international operations, we also know that our success rests on meeting the needs of the communities we serve, not on applying a one-size-fits-all solution. We are skilled at integrating centralized technology and knowhow with localized operations and decision making. Our international business is currently run through the coordinated efforts of local staff across the markets where we operate as well as more than 650 dedicated engineers in China.

This adaptive approach has led to numerous differences between our domestic China business and our international operations. We introduce and adjust our service offerings based on what we learn from local consumers and drivers. In Japan, for example, drivers often wear gloves that they have to remove when operating the DiDi app. Therefore, we launched an AI voice assistant so drivers in Japan could operate our app without the hassle of removing their gloves. In Brazil, where many people do not have bank accounts, we were the first in the market to launch DIDI Card, a virtual debit card that allows drivers to be paid immediately after completing a ride. As of March 31, 2021, we have issued over 2 million DIDI Cards in Brazil. In Mexico, we have launched a successful nationwide food delivery service tailored for restaurants, couriers and consumers in that market.

Our international business is driven by the same culture that has led to our success in China. We are optimistic that the combination of our technical strengths and local understanding will

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provide us with a competitive advantage as we continue to expand the services and the geographies in which they are offered.

The following diagrams depict the home screens of our ride hailing app in Brazil and our food delivery app in Mexico:

**OPERATIONAL AND LOCALIZATION EXCELLENCE**

We develop and refine much of our core technology centrally and utilize our global knowhow to optimize city-level operations. For example, our AI-powered centralized technology predicts traffic and operational conditions in each city before they develop, enabling us to deploy local resources swiftly in response to expected real-time problems such as severe supply and demand mismatch in times of adverse weather conditions. Our expertise at the central level allows us to tackle some of the most complex operational challenges to technology platforms today, such as enabling millions of drivers to concurrently provide high quality services through our platform.

In addition to centralizing key decision making, we provide local city teams with significant responsibility and flexibility to apply their own local knowledge to pilot new operational strategies. Our local operations in China are run by around 100 city and regional managers, 2,000 driver service managers and more than twenty thousand driver buddies. With deeply rooted local operational teams covering most major cities in China, we can quickly respond to ever changing external conditions, as demonstrated by our rapid rollout of COVID-19 service stations nationwide and our ability to identify new consumer trends such as demand for intra-city freight or community group buying. We apply the same methodology in our international markets as well, which has allowed us to successfully expand and launch new services overseas.

Our operational and localization capabilities have enabled us to adapt our service offerings to cater to some of the most essential yet underserved needs in each city, which support a new style of urban living that offers better convenience and value to consumers and drivers.

Chengdu, the capital of Sichuan province in southwestern China, is a case in point. When we entered Chengdu in 2013, we initially provided only taxi hailing services. Over time, we have built a strong local operating team, which has allowed us to grow from a provider of a single service to a
vibrant ecosystem of more than ten mobility solutions, auto solutions, and other services. We are applying the same approach of reimagining urban living to other cities in China and internationally.

The diagram below illustrates how a consumer and driver might use our services in a given day as well as the activities on our platform in Chengdu in March 2021:

**ACCESS TO OUR PLATFORM**

Consumers, drivers and business partners access our platform through our mobile apps, which are set out in the diagram below. We also make our service offerings available through mini-programs on mobile apps such as WeChat and Alipay. Our services are priced for all budgets, with price points ranging from as low as 15 cents to over US$100.

**PLATFORM TECHNOLOGY AND DATA**

We have developed a technology and data stack from the ground up that optimizes the movement of people and goods.
Core Technologies

Supply-Demand Prediction. Our AI algorithms and deep learning models allow our platform's back-end system to match supply and demand efficiently. We use AI to predict and identify fluctuations in supply and demand, such as during peak hours or between residential and commercial areas. In response to such fluctuations, our systems will dynamically adjust incentives, as well as provide direct recommendations to drivers on our platform, leading drivers to move away from low-demand areas and toward high-demand areas.

Matching. We utilize our AI and deep learning systems to match individual drivers and riders efficiently, taking into account factors such as distance, wait times, and driver and passenger preferences. We rely on our matching algorithms to reduce pickup waiting times for customers and idle driving times for drivers, with the goal of satisfying customer demands and maximizing driver income. In addition to shared mobility, we are able to implement this matching technology for other offerings, such as intra-city freight, optimizing allocation and improving efficiency for each business line.

Mapping and Route Optimization. Our real-time road condition analytics provide robust route alternatives to drivers and riders to maximize efficiency. Our route planning capability is also strong enough to support our carpooling business, which has significant real-time data analytics requirements. We have been successful in designing route solutions for our carpooling services by leveraging our deep data insights, instant decision making and superior computing power.

Smart Customer Service. We strive to enhance user experience with high-quality care and support. To that end, we have adopted a smart customer service platform that combines self-service solutions with the adoption of AI-empowered automated robotic processes. Our self-service solutions represent an important part of our smart customer service platform and have been built up based on continual investment in our data and systems capabilities. We rely on self-service solutions to address a diverse range of customer needs, including to recover lost goods, receive invoices, report hazardous driving and obtain fee adjustments, among others. We also rely on our AI-empowered robotic processes to automate our customer interactions. Among other functions, our text-based robotic customer service responds to simple queries, obtains information from customers and guides customers to our self-service solutions. The vast majority of our AI data processing needs are met in-house by leveraging the capabilities of the DiDi AI Lab. Across all of our offerings, 60% of incoming queries are handled by our smart customer service platform.

Dynamic Recommendations. In order to anticipate customer needs, we rely on our AI-empowered systems to dynamically recommend differentiated services. For example, our platform will suggest our Express service to riders who hail for a ride at the airport. We believe that our dynamic recommendation system helps us maximize the potential of our offerings by providing tailored solutions for our customers' mobility needs.

Safety. We have implemented safety features across our entire ride sharing experience. As of March 31, 2021, we have installed approximately 1 million cameras in cars on our platform where permitted by local regulations, and we send on average over 65 million preventive alerts daily. We also launched an in-app safety center including the world's first in-app police assistance button and other enhanced safety features.

Infrastructure

Our core technologies are built on the following infrastructure technologies:

Artificial Intelligence and Machine Learning. We believe that AI has helped our platform evolve from a ride-matching marketplace to a smart ecosystem enabler. AI is a key factor in
improving our business efficiency and service quality. We use proprietary AI and deep learning models to analyze and predict many aspects of our business and operations.

We process huge amounts of driving data each day, including 60 to 80 billion routing requests with over 4 million requests per second at peak capacity. We analyze the data collected to derive meaningful insight for our business, as well as to continually refine our proprietary AI-empowered deep learning models by training them on our high-volume and high-granularity dataset.

We have also used AI and deep learning to run simulations of the ride hailing environment in which we operate, allowing us to predict city-level metrics such as GTV and glean other insights that guide our business strategies. Through our use of AI and deep learning models, we are able to transform our past experience into insights for the future, which improves our efficiency and boosts the monetization potential of our offerings.

Cloud Computing. Our cloud service is highly available, reliable, and scalable. Our servers are capable of hosting a massive volume of queries on a daily basis, running stably 24/7. Our computing power is strong enough to complete a vast number of real-time computing tasks to support our platform transactions.

ELECTRIC VEHICLE TECHNOLOGY

We have been investing in electric vehicles and related technology as well as the infrastructure required for them to operate. We are initially concentrating on shared mobility as the use case, and specifically on electric vehicles for use by drivers on our own platform.

Most current vehicles used for shared mobility were not purpose-built for that use. For example, many of them do not have centralized safety management and response tools, on-demand support for refueling and maintenance, are not comfortable to drive for long periods of time, and not designed to maximize comfort and enjoyment for the passenger.

To improve the shared mobility experience, we partnered with a leading electric vehicle manufacturer in China to develop and manufacture the D1, the world's first electric vehicle purpose-built for shared mobility. The D1 offers an enhanced experience for the passenger by providing an ergonomic, comfortable, and fun space to ride in. The D1 offers unique benefits for both drivers and riders through a better driving and riding experience, operating efficiency, and safety. We launched the D1 in November 2020.

Safety

Safety is our number one priority, and each D1 comes fully loaded with all of our most advanced safety features.

The D1 comes with an L2 assisted driving system. L2 is a degree of partial driving automation where the vehicle can assist in steering, acceleration and deceleration, but the human in the driver's seat has full control over the car at all times. The D1's assisted driving system features automatic emergency braking, lane departure warning and pedestrian collision warning. Automatic emergency braking uses sensors to detect whether the driver is in danger of hitting another vehicle or other objects on the road. The lane departure warning signals the driver if the vehicle begins to move out of its lane, unless the driver has the turn signal on. The pedestrian collision warning is similar to the automatic emergency braking but focused on pedestrians rather than other vehicles.

Our driver safety monitoring system tracks both the status of the driver and the status of the vehicle to help prevent accidents. It is equipped with an AI voice and video monitoring and analysis system that uses DiDi's facial and object recognition technology to check for signs that the driver is fatigued or distracted or otherwise impaired, and it sends a warning signal to the driver through the
steering wheel or instrument panel when an issue is detected. It also detects signs of erratic driving, such as sudden braking or acceleration or irregular lane changing. We are continually developing our driver safety monitoring system, building off the operational insights gleaned from the data accumulated from our ride hailing business, and have since tested it operationally on hundreds of thousands of cars on our platform.

Rider Experience

The color-coded lights and sliding-door designs facilitate fast and safe pickup and drop-off. The passenger door on the right hand side of the vehicle is a power sliding door that allows the vehicle to draw up close to the side of the road to pick up or drop off passengers without endangering cyclists or pedestrians. Inside, the D1 offers passengers extra legroom, and there is a touch-screen on the back of each of the front seats that riders can use to control the in-vehicle environmental and infotainment settings. The D1 had a 90% customer satisfaction rate, according to a survey we conducted in April 2021.

Driver Efficiency

The "DiDi Smart Driver" is an all-in-one driver assistance system that interacts with the human driver through a dashboard pad, an on-board voice assistant and the smart steering wheel. The Smart Driver system integrates the full ride hailing service flow from driver verification, pickup and drop-off, to payment and customer service. Its energy management function offers real-time charging and maintenance support. The Smart Driver system is linked with a fleet management system that helps our car leasing partners track and optimize operational status. Additional adaptations for drivers include ergonomic seat design for extended city driving and a friendlier driver space set-up.

AUTONOMOUS DRIVING AND SOLUTIONS

We are developing autonomous driving as part of our shared mobility platform. We are investing in in-car autonomous driving with the aim of combining it with our existing dispatch and fleet management technology to operationalize an autonomous fleet at scale in the near-future. We believe that the technology will only prove itself commercially viable if introduced and scaled up as part of an existing platform.
Autonomous Driving Solutions

Autonomous driving is both core to the future of mobility and attainable in the near term. It has the potential to meaningfully improve safety by significantly reducing the risk of accidents. Autonomous driving also improves vehicle utilization, allowing cars to operate throughout the day, which further reduces the cost of mobility.

We have been building and refining our autonomous driving business with a team of over 500 members and a fleet of over 100 autonomous vehicles. With a massive base of in-car cameras, sensors, and other technology deployed throughout our shared mobility ecosystem, we have accumulated the world's largest repository of real-life traffic data across a vast spectrum of driving conditions and scenarios. We are partnering with multiple leading global vehicle manufacturers to test our autonomous driving hardware and software in their vehicles, and we were one of the first companies to obtain a passenger-carrying service license for an autonomous fleet in Shanghai, which gives us invaluable experience in operating an autonomous mobility network under real world conditions.

We plan to adopt a hybrid dispatching model, where autonomous vehicles would be dispatched for common or only slightly complex scenarios under non-extreme weather conditions, and human drivers would be dispatched for particularly complex scenarios or extreme weather conditions. This approach is designed to leverage the knowhow and data from our massive shared mobility network to commercialize our autonomous driving technology in incremental steps. We began testing this model in Shanghai in June 2020 through the launch of a commercial pilot that, upon sign-up through the main DiDi app, allows passengers to request on-demand rides for free on autonomous vehicles within a designated open-traffic area in downtown Shanghai. This area covers more than 530 kilometers of roads. We supported the pilot project with a safety command center for real-time monitoring of vehicle and road conditions and enhanced remote command assistance designed to handle larger-scale autonomous fleet operations in the future. Key vehicle-to-everything or V2X hardware was also deployed at main junctions within the test area to facilitate coordination among fleets and minimize safety blind spots.

Autonomous Driving

Key aspects of our technology include:

Data-driven software and algorithms. We develop proprietary Level 4 full-stack autonomous driving software with state-of-the-art AI technology, propelled by both real-world driving data and simulative data. Our comprehensive technology includes onboard software modules such as localization, perception, prediction, planning and vehicle control; offboard tools and infrastructure such as HD map, simulation, and data pipeline; and V2X technology. Our algorithms are rapidly iterated through AI training with hundreds of billions of kilometers ride hailing data every year. These real-world data are processed by our in-house cloud infrastructure and data processing tools to continually improve our autonomous driving.

Original Design Domain-driven vehicle and hardware design. We design our autonomous vehicle platform and reference hardware to fit our needs at each development stage. They provide both system robustness and performance required by the original design domain (ODD). We select vehicle platforms that fit the development stage and modify the cars according to our particular testing and operation requirements. As a result, our vehicle and hardware suite is customized to suit our software development to deliver optimal performance.
Comprehensive data system. We utilize different tiers of data to fuel the end-to-end development cycle. Our road testing vehicles collect comprehensive data for rapid iteration in algorithm development. According to CIC, we have the world's largest repository of real-life traffic data from the rides we facilitate each day across our shared mobility platform. We collect driving data with our Auto Intelligence Equipment (AIE), which we installed on our ride-hailing vehicles for corner case collection and randomness testing. This system significantly increases data collected compared to conventional road testing measures. Each time the system detects any abnormal driving pattern, such as swerving and sudden braking, the data containing the incident is uploaded to our back-end system. Once the data is anonymized, it is used to train our autonomous driving AI in handling edge cases during otherwise routine driving. Coupled with our big data and AI technologies, this enables us to generate meaningful insights from data to facilitate rapid algorithm improvement.

High-definition mapping technology. We are one of a limited number of companies in China that have been granted a Class-A mapping qualification with respect to the production of electronic maps for navigation systems, giving us an edge in navigation and route research. With our proprietary high-definition mapping technology, we ensure centimeter-level precision, with accuracy exceeding that of most competitors.

Proprietary safety concept and architecture design. Safety is at the core of our autonomous driving development. Our safety measures include fallback system design, remote assistance and control, and security gateways. We follow automotive functional safety decomposition to develop a fallback system to ensure redundancy. Once the autonomous vehicle faces a situation it cannot handle, the fallback system will kick in and attempt to bring the vehicle to safety. Remote assistance and control are essential measures for restoring autonomous driving operations. A security gateway is created at each layer of the system and communication to mitigate cyber security threats. In addition, a remote monitoring system provides additional support for efficient and safe testing and operations.
RESEARCH AND DEVELOPMENT

We have one of the largest research and development teams among technology companies, according to CIC, with approximately 7,000 research and development personnel, which represents about 45% of our total employees. About 43% of our engineers and scientists hold a master's degree or above. We have also collaborated with a number of universities for laboratory research on our core mobility technologies. As of December 31, 2020, we have developed and obtained 1,538 patents.

We recognize that our technology capabilities have significant influence over the mobility ecosystem, and therefore we embrace collaboration with different enterprises to accelerate our R&D. We see synergies with various players across verticals and have established deep relationships with a number of partners. For example, we are collaborating with leading global OEMs in electric vehicle design and autonomous driving incubation. We partnered with a leading electric vehicle manufacturer to develop and launch our first electric vehicle, the D1.

We host a number of theme-based research programs, on such topics as mobility, computer vision and machine learning, as well as open dataset programs for the public to welcome individuals from across China to innovate with us. We have also set up research funds for young scholars and talent programs to help cultivate a group of prospective engineers and scientists, as we believe that supporting front-tier technology research is supporting the future of our industry.

ENVIRONMENTAL, SOCIAL AND GOVERNANCE

Flexible income opportunities

In building our shared mobility platform, we have also built one of the world's largest flexible work platforms, according to CIC. We provide drivers on our platform with the opportunity to work on their own schedule while maximizing their earning potential. From 2018 to March 31, 2021, we generated over RMB600 billion (US$92 billion) of income for drivers. Cumulative income for drivers is one of the metrics we use to measure our contribution to the communities we serve. In the twelve months ended March 31, 2021, more than 15 million people earned income on our platform globally. We are honored to be able to provide a safe harbor for drivers and those who need an alternative option to generate income.

Promoting sustainable mobility

We strive to contribute to the environment through increased road efficiency and promotion of electric vehicles. Our shared mobility services contribute to the reduction of carbon emissions. Vehicles on our platform accounted for approximately 38% of electric vehicle mileage in China in the same year. Our development of the D1, the world’s first electric vehicle that was designed specifically for ride hailing, and our commitment to autonomous driving is also paving the way for the future of sustainable mobility.

Embracing diversity and inclusion

We promote diversified and inclusive growth as an integral part of our values and identity. We believe that everyone deserves an opportunity, and that the best ideas come from teams that reflect the communities they serve. We have provided flexible work opportunities and additional income sources to a diverse group of drivers, including over 2.8 million women globally.

We established the very first women's network community among internet companies in China, DiDi Women's Network. DiDi Women's Network aims to create a more diverse working environment and advance the personal growth of high-potential female professionals. As of
March 31, 2021, women comprise 37% of our staff and hold around 30% of our management positions.

Our business also creates economic opportunities for women as drivers. Over 2.8 million of the drivers on our platform are women, many of whom are mothers. We also expand our initiatives to give more support to female drivers and passengers. For example, we co-founded DiDi Pink Love Foundation with China Women's Development Foundation to support women drivers with free insurance and online open courses on women's mental health and occupational health.

Helping cities fight COVID-19

Few examples better demonstrate our commitment to the community than our partnership with local communities to fight the COVID-19 pandemic. In January 2020, we formed a special task force to coordinate our global COVID-19 response efforts. We helped provide approximately 6 million discounted rides to frontline healthcare workers fighting the pandemic and we distributed approximately 11 million sets of free masks and sanitizers to drivers and partners as of December 31, 2020. We also provided financial support to tens of thousands of driver and courier partners that were impacted by COVID-19.

In January 2021, we announced a new "Global Vaccination Support Fund" to support COVID-19 vaccination efforts across the local communities that we serve. This fund is designed to provide locally tailored support for vaccination efforts across all 14 countries where we operate outside of China. In most of the cities and communities we serve, this will include free or deeply discounted rides for people traveling to vaccination appointments, or for healthcare workers providing vaccinations. The fund may also be used to support other measures going forward, based on local needs, and we intend to work closely with governments and healthcare authorities to adapt our support to what is most needed locally.

SAFETY

The safety of our consumers and drivers is our number one priority. We are in the business of transporting people and we take that responsibility very seriously. We have invested heavily in implementing safety efforts, designing processes and deploying technology with the goal of making DiDi the safest mode of transportation possible. We have an extensive array of safety protocols to cover risks before, during and after each ride, and a dedicated dispute resolution process. We have also extended select safety initiatives internationally, tailoring our efforts to the conditions in each local market where we operate.

We use a combination of the following methods in the markets where we operate to protect the safety of everyone who uses our platform:

Background checks and screening. We verify drivers' documentation, including, for example, their driver's license and vehicle registration license for drivers to register on our platform. We also have certain requirements that drivers need to meet to register on our platform, including minimum and maximum age requirements, driving experience, no criminal record, no record of dangerous driving or driving under the influence, and no record of drug use. We conduct screening checks and regular background reviews on drivers to filter out fugitives, drug users, and individuals with criminal records or severe mental illness. Riders can register on our platform by verifying their cellphone number. We also encourage our riders to provide their names and identification numbers, although it is not a prerequisite for using our platform.

DiDi Safeguard. We have developed a comprehensive set of safety measures to safeguard riders throughout their entire ride, from when a rider requests a trip to his or her arrival at the destination point.
• **Emergency contacts and one-tap police assistance.** Riders can set up emergency contacts in the safety center and choose to share their real-time trip information automatically to their emergency contacts via SMS during a pre-set time frame. We also have a one-tap police assistance button in our app, which allows riders to make emergency calls to the police. Once a rider makes an emergency call to the police, our system will automatically generate an SMS to notify all emergency contacts that the rider has reached out to the police and share the trip information and location in real time. Additionally, our customer service team is available around the clock to assist customers with any safety concerns. Through our app, customers are able to easily access messaging or calling options to obtain assistance from us.

• **Safe driving.** Our system detects signs of dangerous driving patterns, including fatigue, distraction, speeding, accelerating and turning too fast, and braking too hard. In addition, if the vehicle is stopped for too long at a location during a trip, we will send a message to the rider for him or her to confirm the status of the trip.

**Other Safety Measures**

• **Ratings.** We provide a ratings system to riders, which serves as a channel for riders to provide instant feedback on their ride experiences. At the end of each ride, the rider is prompted to rate the driver on a scale of 1 to 5 stars. Our ratings system allows riders to provide anonymous feedback. We take rider ratings feedback very seriously. If a driver is rated below average, the driver will be contacted by customer service to discuss and address the issues. Drivers may put particular riders on a personal blacklist so that they are no longer dispatched to pick them up.

• **Vehicle matching.** If riders find vehicles do not match the information listed in the app, they can submit in-app feedback, and if it is confirmed that the driver is using a different vehicle, the driver will be permanently banned.

• **Hitch.** We have implemented heightened screening procedures for car owners and passengers that use our hitch service. In addition to real name verification, we require private car owners and passengers to verify their identity through facial recognition in a video registration process. We use facial recognition verification at registration, log-on and pick-up to prevent wrongful or false use of user identity. We protect the privacy of passengers by displaying minimal personal information on our app. For example, personalized profile photos and gender information are not available on our app. We also limit the number of orders for each car owner to preserve the ride-sharing nature of hitch. The car owner must keep the recording function turned on throughout the entire trip.

**Safety education and campaigns.** We have set up a comprehensive safety management committee led by our founder and CEO. We educate drivers on our policies, service standards, safety guidelines, and how to receive ride requests, and we require them to take exams on an in-app e-learning platform to enhance their safety awareness. We also regularly communicate our approach and safety concerns and safety initiatives with riders, drivers and other stakeholders.

**COVID-19.** To protect both drivers and riders on our platform, all drivers on our platform must go through a daily routine that includes mask, temperature and disinfection checks before they can log on to work. Our video monitoring and analysis system uses facial and object recognition technology to confirm that the driver is wearing a mask.

**International safety initiatives.** We are building a safe and open mobility ecosystem by proactively communicating with riders, drivers, stakeholders and partners around the world to tailor safety measures to specific regions. For example, in countries where online payment systems are
uncommon, we promote the use of DiDi Cards so that drivers do not carry lots of cash and become targets for crime.

DATA PRIVACY AND SECURITY

We are committed to protecting the personal information and privacy of all of our users, including drivers, consumers, and other third parties. We collect personal information and other data from our users and use such data in the course of our operations only with their prior consent. We have established and implemented policies across our platform on data collection, processing and usage to safeguard the data we collect, and we regularly review these policies and their implementation. We have established an Information Security Committee which is tasked with ensuring compliance with our internal policies and the applicable laws and regulations on data privacy and security.

We follow strict procedures in collecting, transmitting, storing and using user data pursuant to our data security and privacy policies. Before we collect any user data, we must notify users that we are collecting their data, explain why the data is being collected and how it will be used, and obtain the users' consent to collect the relevant data. We provide our users a copy of our Policy on Protection of Personal Data and Privacy to inform them of the scope and purpose of the data we collect. All user data is stored only until the business purposes for collecting and processing the data has been fulfilled, after which the data is destroyed or anonymized. We have also adopted internal guidelines and controls, applicable to all of our employees, suppliers and contractors, under which we grant classified access to confidential personal data only to limited persons with strictly defined and layered access authority to our data and systems. Where permitted by local regulations and subject to any required consent from our users, we may share data, typically in anonymized form, with third parties to assist those third parties in providing services to our users.

We maintain a comprehensive data security program to protect the confidentiality and integrity of our data across all aspects of data collection and processing. We utilize a variety of technologies to protect our servers from fire, physical shock, theft and other forms of physical harm. On the back-end, our servers, databases and information technology networks utilize firewalls, anti-DDoS, intrusion prevention systems, real-time server monitoring and other network cybersecurity technologies. We also utilize a wide range of protective technologies at the application level, including security access code systems, web application firewalls and simulated hacking tests. We back up user and historical data on a regular basis using both "hot" and "cold" backup systems to minimize the risk of data loss or leakage. We also conduct frequent reviews of our backup and data recovery systems, including through regular disaster recovery testing, to ensure that our systems are operating properly.

We have obtained certifications demonstrating that our information, security, privacy and compliance systems conform to domestic and international standards, including ISO 20000 (relating to the performance of our service management systems), ISO 22301 (relating to the ability of our management system to respond to disruptive events), ISO 27001 (relating to the performance of our information security systems), CSA-STAR (relating to the security of cloud systems) and ISO 27018 (relating to our ability to protect data on the cloud). We review and refine our systems on an annual basis to ensure that they remain compliant with the standards we observe.

In the course of our operations, we have from time to time been subject to regulatory scrutiny regarding our compliance with data privacy and protection rules. We are committed to cooperating with the relevant regulatory authorities to identify and rectify any issues identified. For more information about the data privacy and security risks that we face, see "Risk Factors — Risks Relating to Our Business — Our business is subject to a variety of laws, regulations, rules, policies and other obligations regarding data privacy and protection. Any losses, unauthorized access or
releases of confidential information or personal data could subject us to significant reputational, financial, legal and operational consequences."

**INTELLECTUAL PROPERTY**

We believe that our intellectual property rights are valuable and important to our business. We rely on trademarks, patents, copyrights, trade secrets, license agreements, intellectual property assignment agreements, confidentiality procedures, non-disclosure agreements with third-parties and employee non-compete and invention assignment agreements to establish and protect our proprietary rights.

As of March 31, 2021, we had 1,258 patents issued in China, 665 patents issued in other jurisdictions, 2,974 patent applications pending in China and 1,568 patent applications pending in other jurisdictions. As of March 31, 2021, we owned 321 software copyrights in China relating to various aspects of our operations and maintained 6,415 trademark registrations in China and 1,307 trademark registrations in other jurisdictions. We had 785 registered domain names as of the same date. We cannot ensure that any of our patent applications will result in the issuance of a patent or whether we will narrow the scope of our claims during the examination process. In addition, patents may be contested, circumvented, found unenforceable or invalid, and we may not be able to prevent third parties from infringing them.

Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to copy or otherwise obtain and use our technology. Monitoring unauthorized use of our technology is difficult and costly, and we cannot be certain that the steps we have taken will prevent misappropriation of our technology. From time to time, we may have to resort to litigation to enforce our intellectual property rights, which could result in substantial costs and diversion of our resources.

In addition, third parties may initiate litigation against us alleging infringement of their proprietary rights or declaring their non-infringement of our intellectual property rights. In the event of a successful claim of infringement and our failure or inability to develop non-infringing technology or license the infringed or similar technology on a timely basis, our business could be harmed. Moreover, even if we are able to license the infringed or similar technology, license fees could be substantial and may adversely affect our results of operations.

See "Risk Factors — Risks Relating to Our Business — If we are unable to protect our intellectual property, or if third parties are successful in claiming that we are misappropriating the intellectual property of others, we may incur significant expense and our business may be adversely affected."

**BRAND AND MARKETING**

We enjoy strong brand recognition among consumers, drivers, and businesses, which drives significant organic traffic through word-of-mouth. This is a highly cost-efficient marketing channel for us. We have a strong consumer mindshare in their day-to-day mobility needs. In a recent survey conducted by CIC, 87% of respondents stated that our DiDi Chuxing app is an indispensable part of their daily lives. As we expand into related services, we focus on mass-market, essential and high-frequency services with large total addressable markets, and our brand gives us the instant credibility and recognition needed to accelerate consumer adoption of new services.

Our marketing strategy centers around building a modern mobility brand associated with the sharing economy, technology-driven innovation and social care, to occupy consumer mindshare. We also have tailored marketing strategies to capture the needs of consumers with different incomes and preferences. Key marketing initiatives include building a beloved brand, carrying out
product and service promotions and generating referrals. We acquire customers through both online and offline approaches, including social celebrity influence, digital campaigns, sponsored search, branding billboards and event-driven creative campaigns. Furthermore, we are able to use our platform as a channel for cross-selling other services to consumers and drivers at low cost.

COMPETITION

Our approach to tackling mobility from the ground up is highly differentiated, and we believe there are no other comparable companies that operate their businesses in the same way. However, our service offerings must stay competitive in order to continue to grow our platform.

- Consumers. We compete to attract, engage and retain consumers based on the quality of our mobility services in terms of safety, price, convenience, and comfort as well as our ability to provide other service offerings that cater to their essential needs.

- Drivers. We compete to attract, engage and retain drivers on our platform based on our ability to increase their income, simplify their operational workflows and lower their operating costs through technology and vehicles solutions.

- Technologies. We compete to develop technologies that would meaningfully change the future of mobility such as electric vehicles and autonomous driving.

We face competition in each of our offerings. Our shared mobility business competes with personal vehicle ownership and usage, which accounts for the majority of passenger miles in the markets that we serve, with other ride hailing services, and with traditional transportation services, including taxicab companies, taxi hailing services and public transportation. Our electric vehicles compete with electric vehicles as well as vehicles with internal combustion engines produced by other companies, both in China and globally. We are also competing globally with a number of other companies to develop and commercialize autonomous driving and to develop and scale other essential services.

Many of our competitors are well-capitalized and offer discounted services, driver incentives, consumer discounts and promotions, innovative service and product offerings, and alternative pricing models, which may be more attractive to consumers than those that we offer. Further, some of our current or potential competitors have, and may in the future continue to have, greater resources and access to larger driver and consumer bases in a particular geographic market. In addition, our competitors in certain geographic markets enjoy substantial competitive advantages such as greater brand recognition, longer operating histories, better localized knowledge, and more supportive regulatory regimes. As a result, such competitors may be able to respond more quickly and effectively than us in such markets to new or changing opportunities, technologies, consumer preferences, regulations, or standards, which may render our products or offerings less attractive. In addition, future competitors may share in the effective benefit of any regulatory or governmental approvals and litigation victories we may achieve, without having to incur the costs we have incurred to obtain such benefits. For additional information about the risks to our business related to competition, see "Risk Factors — Risks Related to Our Business and Industry — The shared mobility industry is highly competitive, and we may be unable to compete effectively."

FACILITIES

As of December 31, 2020, we leased office facilities around the world totaling over 220,000 square meters, including 21,693 square meters for our corporate headquarters in Beijing, China. We also lease offices in other parts of China and a number of other countries. The following table sets forth a summary of our facilities as of December 31, 2020:
We lease our premises under lease agreements. The lease terms are generally from one to five years with an option for us to renew. 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.

**EMPLOYEES**

We had 15,914 full-time employees as of December 31, 2020, as compared with 14,214 full-time employees as of December 31, 2019 and 13,563 full-time employees as of December 31, 2018.

The following table sets forth the number of our employees categorized by function as of December 31, 2020.

<table>
<thead>
<tr>
<th>Number of Employees(1)</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations and support</td>
<td>5,277</td>
</tr>
<tr>
<td>Research and development</td>
<td>7,110</td>
</tr>
<tr>
<td>General and administrative</td>
<td>2,380</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>1,147</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>15,914</strong></td>
</tr>
</tbody>
</table>

The following table sets forth the number of our employees by geography as of December 31, 2020.

<table>
<thead>
<tr>
<th>Number of Employees(1)</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>China</td>
<td>14,654</td>
</tr>
<tr>
<td>Brazil</td>
<td>428</td>
</tr>
<tr>
<td>Mexico</td>
<td>333</td>
</tr>
<tr>
<td>Others</td>
<td>499</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>15,914</strong></td>
</tr>
</tbody>
</table>

(1) All of the employee numbers above exclude employees of the community group buying business, which was deconsolidated after March 30, 2021.

Our success depends on our ability to attract, retain and motivate qualified personnel. We place great emphasis on our corporate culture to ensure that we maintain consistently high standards everywhere we operate. We primarily recruit our employees through recruitment agencies, campus recruiting, industry referrals, internal referrals and online channels. We supplement our employees with workers sourced through third-party staffing agencies, generally for temporary or part-time positions.
We enter into employment contracts with our full-time employees which contain standard confidentiality and non-compete provisions. We generally have confidentiality provisions with the staffing agencies that provide temporary or part-time workers.

As required by PRC laws and regulations, we participate in housing fund and various employee social security plans that are organized by the regional government authorities, including housing, pension, medical, work-related injury, maternity insurance and unemployment benefit plans, under which we make contributions at specified percentages of the salaries of our employees.

To date, we have not experienced any labor strikes or other material labor disputes that have affected our operations. We believe that we have a good relationship with our employees.

INSURANCE

We maintain major insurance coverage for areas such as office buildings and facilities, equipment and materials, and losses due to fire, flood and other natural disasters. We believe our insurance coverage is adequate and in line with the commercial practice of industries we operate.

We consider our insurance coverage to be adequate as we have in place all the mandatory insurance policies required by Chinese laws and regulations and in accordance with the commercial practices in our industry. We maintain insurance with respect to carrier's liability in connection with our ride hailing products. However, in line with general market practice, we do not maintain any business interruption insurance or product liability insurance, which are not mandatory under PRC laws. We do not maintain keyman life insurance, insurance policies covering damages to our technical infrastructure or any insurance policies for our properties. Any uninsured occurrence of business disruption, litigation or natural disaster, or significant damages to our uninsured equipment or facilities could have a material adverse effect on our results of operations. See “Risk Factors — Risks Relating to Our Business — Our business depends heavily on insurance coverage for drivers and on other types of insurance for additional risks related to our business.”

LEGAL PROCEEDINGS

We are regularly subject to various types of legal proceedings by drivers, consumers, employees, commercial partners, competitors, and government agencies, among others, as well as investigations and other administrative or regulatory proceedings by government agencies. In the ordinary course of our business, various parties claim that we are liable for damages related to accidents or other incidents involving drivers, consumers or other third parties on our platform. We are also subject to contractual disputes with drivers and other third parties. We are currently named as a defendant in a number of matters related to accidents or other incidents involving drivers, consumers and other third parties, and in matters related to contract disputes. Furthermore, we are involved in disputes with third parties asserting, among other things, alleged infringement of their intellectual property rights.

There is no pending or threatened legal proceeding that individually, in our opinion, is likely to have a material impact on our business, financial condition or results of operations. However, results of litigation and claims are inherently unpredictable and legal proceedings related to such accidents or incidents could, in the aggregate, have a material impact on our business, financial condition and results of operations. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs individually and in the aggregate, diversion of management resources and other factors.
REGULATION

This section sets forth a summary of the most significant laws, rules and regulations that affect our business activities and our shareholders’ rights to receive dividends and other distributions from us.

PRC REGULATIONS

Regulations Relating to Foreign Investment

The establishment, operation and management of companies in the PRC are mainly governed by the Company Law, which was issued by the Standing Committee of the National People's Congress and was last amended in October 2018. The Company Law applies to both PRC domestic companies and foreign-invested companies. The investment activities in China of foreign investors are also governed by the Foreign Investment Law, which was approved by the National People's Congress of China in March 2019 and took effect on January 1, 2020. Along with the Foreign Investment Law, the Implementing Rules of Foreign Investment Law promulgated by the State Council and the Interpretation of the Supreme People's Court on Several Issues Concerning the Application of the Foreign Investment Law promulgated by the Supreme People's Court became effective on January 1, 2020. Pursuant to the Foreign Investment Law, the term "foreign investments" refers to any direct or indirect investment activities conducted by any foreign investor in the PRC, including foreign individuals, enterprises or organizations; such investment includes any of the following circumstances: (i) foreign investors establishing foreign-invested enterprises in the PRC solely or jointly with other investors, (ii) foreign investors acquiring shares, equity interests, property portions or other similar rights and interests thereof within the PRC, (iii) foreign investors investing in new projects in the PRC solely or jointly with other investors, and (iv) other forms of investments as defined by laws, regulations, or as otherwise stipulated by the State Council.

Pursuant to the Foreign Investment Law, the State Council shall promulgate or approve a list of special administrative measures for access of foreign investments. We refer to this as the negative list. The Foreign Investment Law grants treatment to foreign investors and their investments at the market access stage which is no less favorable than that given to domestic investors and their investments, except for the investments of foreign investors in industries deemed to be either "restricted" or "prohibited" on the negative list. The Foreign Investment Law provides that foreign investors shall not invest in the "prohibited" industries on the negative list, and shall meet such requirements as stipulated under the Negative List for making investment in "restricted" industries on the negative list. Accordingly, the National Development and Reform Commission, or the NDRC, and the Ministry of Commerce promulgated the Special Entry Management Measures (Negative List) for the Access of Foreign Investment (2020 version), or the 2020 Negative List, which took effect on July 23, 2020, and the NDRC and the Ministry of Commerce promulgated the Encouraged Industry Catalogue for Foreign Investment (2020 version), or the 2020 Encouraged Industry Catalogue, which took effect on January 27, 2021. Industries not listed in the 2020 Negative List and 2020 Encouraged Industry Catalogue are generally open for foreign investments unless specifically restricted by other PRC laws.

The Foreign Investment Law and its implementing rules also provide several protective rules and principles for foreign investors and their investments in the PRC, including, among others, local governments shall abide by their commitments to the foreign investors; foreign-invested enterprises are allowed to issue stocks and corporate bonds; except for special circumstances, in which case statutory procedures shall be followed and fair and reasonable compensation shall be made in a timely manner; expropriation or requisition of the investment of foreign investors is prohibited; mandatory technology transfer is prohibited; and the capital contributions, profits, capital gains, proceeds out of asset disposal, licensing fees of intellectual property rights, indemnity or
compensation legally obtained, or proceeds received upon settlement by foreign investors within China, may be freely remitted inward and outward in RMB or a foreign currency. Also, foreign investors or the foreign investment enterprise will have legal liabilities imposed for failing to report investment information in accordance with the requirements. Furthermore, the Foreign Investment Law provides that foreign-invested enterprises established prior to the effectiveness of the Foreign Investment Law may maintain their legal form and structure of corporate governance within five years after January 1, 2020.

We are an exempted company incorporated in the Cayman Islands and our PRC subsidiaries are considered foreign-invested enterprises or their subsidiaries. To comply with the Foreign Investment Law and other applicable PRC laws and regulations, we conduct those businesses that are restricted or prohibited for foreign investments in China according to the 2020 Negative List through our VIEs. These businesses include our online ride hailing services, bike and e-bike sharing services, and community group buying services, all of which are considered to involve the provision of value-added telecommunication services and are restricted for foreign investment according to the 2020 Negative List.

Regulations Relating to Value-Added Telecommunications Services

The Telecommunications Regulations, promulgated on September 25, 2000 by the State Council and last amended in February 2016, provides the regulatory framework for telecommunications service providers in China. Under the Telecommunications Regulations, a telecommunications service provider is required to procure operating licenses from the Ministry of Industry and Information Technology, or the MIIT, or its provincial counterparts, prior to the commencement of its operations, otherwise such operator might be subject to sanctions, including corrective orders and warnings from the competent administration authority, fines and confiscation of illegal gains. In the case of serious violations, the operator’s websites may be ordered to be closed.

The Telecommunications Regulations categorize the telecommunication services in China as either basic telecommunications services or value-added telecommunications services, and value-added telecommunications services are defined as telecommunications and information services provided through public network infrastructures. The Administrative Measures for Telecommunications Business Operating License, promulgated by the MIIT in June 2017, set forth more specific provisions regarding the types of licenses required to operate value-added telecommunications services, the qualifications and procedures for obtaining the licenses, and the administration and supervision of these licenses. A commercial operator of value-added telecommunication services must first obtain an operating license for value-added telecommunication services, often referred to as a VATS License. There are two varieties of VATS License, one for services within a single province and one for services across multiple provinces. Furthermore, any telecommunication services operator may only conduct a telecommunication business of the type and within the scope of business as specified in its VATS License.

Pursuant to a catalogue that was issued as an appendix to the Telecommunications Regulations, as last amended by the MIIT in June 2019, the first category of value-added telecommunications services is divided into four subcategories: the "Internet Data Center Services," the "Content Delivery Network Services," the "Domestic Internet Protocol Virtual Private Network Services" and the "Internet Access Services." The second category of value-added telecommunications services includes, among others, the online data processing and transaction processing services and internet information services. Telecommunication services operators engaged in different categories of value-added telecommunications services must obtain the corresponding VATS Licenses.
In addition, the Administrative Measures on Internet Information Services, which were promulgated by the State Council in September 2000 and amended in January 2011, classify internet information services into commercial internet information services, which refers to the provision, with charge of payment, of information or website production or other service activities to online users via the internet, and non-commercial internet information services, which refers to the provision, free of charge, of information that is in the public domain and openly accessible to online users via the internet. The measures require that a provider of commercial internet information services shall obtain a VATS License for internet information services, often referred to as an ICP License, and a provider of non-commercial internet information services shall carry out record-filing procedures with the provincial level counterparts of the MIIT.

As of the date of this prospectus, our VIEs have obtained VATS Licenses in various subcategories, including the ICP Licenses and VATS Licenses for internet data center services, online data and transaction processing services, domestic multi-party communications services and domestic call center services.

According to the 2020 Negative List and the Administrative Regulations on Foreign-Invested Telecommunications Enterprises, the equity interest of foreign investors in the value-added telecommunications enterprises shall not exceed 50% (except for the investment in the e-commerce operation business, domestic multi-party communication business, information storage and re-transmission business and call center business), and the primary foreign investor in a foreign invested value-added telecommunications enterprise must have a good track record and operational experience in the industry.

Regulation Relating to Online Ride Hailing Services

Our ride hailing business is regulated by certain laws and regulations relating to online ride hailing services. As a ride hailing platform, we are required to obtain permits for an online ride hailing business in the cities in China where we operate such a business, and specific licenses and permits are also required for the drivers and vehicles on our platform engaged in our ride hailing business.

On July 27, 2016, the Ministry of Transport, the MIIT, the Ministry of Public Security, the Ministry of Commerce, the State Administration for Market Regulation and the Cyberspace Administration of China, jointly promulgated the Interim Measures for the Management of Online Ride Hailing Operation and Service, which took effect on November 1, 2016 and was last amended on December 28, 2019. The measures were promulgated to regulate the business activities of online ride hailing services and to ensure the safety of passengers by establishing a regulatory system for the platforms, vehicles and drivers engaged in online ride hailing services. Before carrying out online ride hailing services, an online ride hailing service platform must obtain a permit for the online ride hailing business and complete the record filing of internet information services with the provincial communications administration in the place of its enterprise registration. Such platform must be capable of exchanging and processing the relevant information and data with its servers located within the PRC, establish a sound operational management system, work safety management system and service quality assurance system, and fulfill other conditions as prescribed. Platforms that conduct the online ride hailing business without obtaining the necessary permit may be subject to an order of correction, a warning by the local authority, a fine of RMB10,000 to RMB30,000, or even criminal liabilities if a violation constitutes a crime. Vehicles used for online ride hailing services must also satisfy certain conditions in order to obtain the transportation permit for vehicles used for online ride hailing services, including, among others, installation of satellite navigation system and emergency alarm devices, and meeting certain operational safety criteria. The Interim Measures for the Management of Online Ride Hailing Operation and Service also impose certain requirements on drivers engaged in online ride hailing.
services, including, among others, a driving experience of more than three years and no transport or driving related or violent criminal offense or violent crime record. Drivers must meet the prescribed conditions and pass the relevant exams before they can obtain the driver's license for online ride hailing services. Platforms may be subject to an order of correction and a fine of RMB5,000 to RMB10,000, and in severe cases a fine of RMB10,000 to RMB30,000, if the relevant vehicle or driver providing the online ride hailing services has not obtained the applicable permit. Various local governmental authorities have also promulgated implementing rules to further stipulate the detailed requirements for online ride hailing service platforms, vehicles and drivers.

On September 10, 2018, the General Office of the Ministry of Transport and the General Office of the Ministry of Public Security jointly published the Urgent Notice on Further Strengthening the Safety Management of the Online Ride Hailing and Private Car Sharing to enhance the background checks of drivers engaged in online ride hailing and private car sharing, urge the relevant service providers to fulfill their responsibilities in work safety management, and procure sound complaint and emergency alarming systems and quick response systems. Platforms are prohibited from allocating any orders to drivers who have not passed the background check.

Regulations Relating to Bike and E-Bike Sharing

Bike and e-bike sharing, as one of our Other Initiatives, is mainly regulated by the following laws and regulations. As required by the Guiding Opinions on Encouraging and Regulating the Development of Internet Bike Rental promulgated jointly by several governmental authorities, which took effect on August 1, 2017, internet bike and e-bike sharing operators shall establish users' real name registration mechanism and enter into a service agreement with users to specify their respective rights and obligations. As the opinions also provide certain requirements relating to users' riding, parking and other matters. Internet bike and e-bike sharing operators shall also enhance their online and offline service capability by leveraging information technology for better bike management. To strengthen the protection of the networks and information security, internet bike and e-bike sharing operators must set up their servers within the PRC, implement network security hierarchical protection, data security management and personal information protection systems, and establish a network and information security management system and technical support system. Additionally, pursuant to the Measures for the Administration of User Funds in New Forms of Transport Business (for Trial Implementation) jointly promulgated by several governmental authorities on May 9, 2019, internet bike and e-bike sharing operators, online ride hailing operators and other providers of transportation services based on information technology shall not charge deposit payments from users, unless there is a necessity for deposit collection, in which case the operators shall allow users to choose either the operator's special deposit account or the users' individual bank settlement accounts for keeping and managing their deposits.

Regulations Relating to Autonomous Driving

Our activities related to the development and applications of autonomous driving are mainly regulated by the following rules. Pursuant to the Administrative Provisions on Intelligent Connected Vehicle Road Test (for Trial Implementation) promulgated by the MIIT, the Ministry of Public Security and the Ministry of Transport on April 3, 2018, a testing applicant for the intelligent connected vehicle road test shall satisfy certain prescribed requirements, including, among others, have relevant capabilities in manufacturing vehicles and components and parts or technology research and development or testing capabilities and have adequate capacity for civil compensation for casualty and property losses that might be caused by the road test. The testing driver shall, among other requirements, enter into an employment contract or labor service contract with the testing applicant, have a driving experience of more than three years, have no serious violation records in transportation, and be familiar with autopilot test rules. In addition, testing vehicles are required to,
among other requirements, have no motor vehicle registration, satisfy the corresponding requirements for mandatory testing items, and have installed systems for recording, storing and online monitoring of the vehicle’s status. The testing applicant shall submit an application for road test to the relevant authority, and obtain a road test notice for each vehicle to participate in the road test.

**Regulation Relating to Online Trading and E-Commerce**

The community group buying business is regulated by the following laws and regulations relating to online trading and e-commerce. On August 31, 2018, the Standing Committee of the National People's Congress promulgated the E-commerce Law, which took effect on January 1, 2019. The E-commerce Law imposes a series of requirements on e-commerce operators, including e-commerce platform operators, merchants operating on the platform and the individuals and entities carrying out business online. Pursuant to the E-commerce Law, e-commerce platform operators are required to verify and register the identities, addresses, contacts and licenses of merchants who apply to provide products or services on its platform, establish registration archives and update this information on a regular basis. E-commerce platform operators are also required to submit the identification information of the merchants on their platforms to market regulatory administrative authorities, remind the merchants to complete the registration with market regulatory administrative authorities, submit identification information and tax-related information to tax authorities as required in accordance with the laws and regulations regarding the administration of tax collection, and remind the individual merchants to complete the tax registration.

Furthermore, on March 15, 2021, the State Administration for Market Regulation promulgated the Administrative Measures for the Regulation of Online Trading, which will take effect on May 1, 2021. Pursuant to these administrative measures, internet service providers, including online social networking and live streaming operators, shall fulfill the obligations of online trading platform operators for providing online business premises, product browsing, and order or online payment services for the merchants on the platforms, and shall formulate an inspection and monitoring system for the merchants and the products or services on the platforms. If the platform operators find the products or services on the platforms in violation of the related laws or rules, they shall take necessary measures, keep the relevant records, and report the same to the competent administration for market regulation. In addition, the Administrative Measures for the Regulation of Online Trading also specify detailed requirements for the purpose of protecting the consumer rights and personal information and prohibiting unfair competition among the online trading platform operators or the merchants on the platforms.

**Regulation Relating to Consumer Protection**

Pursuant to the Law on the Protection of Customer Rights and Interests, business operators must guarantee the quality, function, usage, term of validity, and personal or property safety requirement of goods and services and provide customers with authentic information about the goods and services. Consumers whose legitimate rights and interests are harmed in the purchase of goods or receipt of services rendered through an online trading platform may seek compensation from the seller or the service provider. Where the online trading platform provider is unable to provide the true name, address and valid contact method of the seller or the service provider, the consumer may seek compensation from the online trading platform provider; where the online trading platform provider makes an undertaking which is more favorable to the consumer, the undertaking shall be performed. Upon compensation by the online trading platform provider, the online trading platform provider shall have the right to recover the compensation from the seller or the service provider. Where the online trading platform provider is or should be aware that the seller or the service provider is using its platform to harm legitimate consumer rights and interests but
fails to adopt the requisite measures, the online trading platform provider shall be liable jointly and severally with the seller or the service provider pursuant to the law.

**Regulation Relating to Internet Security**

The PRC government has enacted various laws and regulations with respect to internet security and protection of personal information from any inappropriate collection activities, abuse or unauthorized disclosure. Internet information in the PRC is regulated and restricted from a national security standpoint.

The Decision Regarding the Protection of Internet Security, enacted by the Standing Committee of the National People’s Congress, on December 28, 2000 and amended on August 27, 2009, provides, among other things, that the following activities conducted through the internet, if constituting a crime under PRC laws, are subject to criminal punishment: (i) hacking into a computer or system of strategic importance; (ii) intentionally inventing and spreading destructive programs such as computer viruses to attack computer systems and communications networks, thus damaging the computer systems and the communications networks; (iii) in violation of national regulations, discontinuing computer network or the communications service without authorization; (iv) disseminating politically disruptive information or leaking state secrets; (v) spreading false commercial information; or (vi) infringing intellectual property rights.

According to the Cybersecurity Law and other related laws and regulations, internet service providers are required to take measures to ensure internet security by complying with security protection obligations, formulating cybersecurity emergency response plans, and providing technical assistance and support for public security and national security authorities. In addition, any collection, process and use of a user's personal information must be subject to the consent of the user, be legal, rational and necessary, and be limited to specified purposes, methods and scopes. An internet service provider must also keep such information strictly confidential, and is further prohibited from divulging, tampering with or destroying any such information, or selling or providing such information to other parties illegally.

Failure to comply with the above laws and regulations may subject the internet service providers to administrative penalties including, without limitation, fines, suspension of business operation, shut-down of the websites, revocation of licenses and even criminal liabilities.

**Regulations Relating to Privacy Protection**

In recent years, PRC government authorities have enacted laws and regulations on internet use to protect personal information from any unauthorized disclosure. The Cyber Security Law imposes certain data protection obligations on network operators, including that network operators may not disclose, tamper with, or damage users' personal information that they have collected, or provide users' personal information to others without consent. Exempted from these rules is information irreversibly processed to preclude identification of specific individuals. Moreover, network operators are obligated to delete unlawfully collected information and to amend incorrect information.

The Several Provisions on Regulating the Market Order of Internet Information Services, issued by the MIIT on December 29, 2011 and effective on March 15, 2012, stipulate that internet information service providers may not collect any user personal information or provide any such information to third parties without the consent of a user, unless otherwise stipulated by laws and administrative regulations. "User Personal information" is defined as information relevant to the users that can lead to the recognition of the identity of the users independently or in combination with other information. An internet information service provider must expressly inform the users of the method, content and purpose of the collection and processing of such user personal information.
information and may only collect such information as necessary for the provision of its services. An internet information service provider is also required to properly store user personal information, and in case of any leak or likely leak of the user personal information, the internet information service provider must take immediate remedial measures and, in severe circumstances, make an immediate report to the telecommunications regulatory authority.

The Decision on Strengthening the Protection of Online Information, issued by the Standing Committee of the National People's Congress 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, stipulate that 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 scope. An internet information service provider must also keep such information strictly confidential, and is further prohibited from divulging, tampering with or destroying any such information, or selling or proving such information to other parties. An internet information service provider is required to take technical and other measures to prevent the collected personal information from any unauthorized disclosure, damage or loss. Any violation of 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.

With respect to the security of information collected and used by mobile apps, pursuant to the Announcement of Conducting Special Supervision against the Illegal Collection and Use of Personal Information by Apps, which was issued by the Cyberspace Administration of China, the MIIT, the Ministry of Public Security, and the State Administration for Market Regulation on January 23, 2019, app operators shall collect and use personal information in compliance with the Cyber Security Law and shall be responsible for the security of personal information obtained from users and take effective measures to strengthen personal information protection. Furthermore, app operators shall not force their users to make authorization by means of default settings, bundling, suspending installation or use of the app or other similar means and shall not collect personal information in violation of laws, regulations or breach of user agreements. Such regulatory requirements were emphasized by the Notice on the Special Rectification of Apps Infringing upon User's Personal Rights and Interests, which was issued by MIIT on October 31, 2019. On November 28, 2019, the Cyberspace Administration of China, the MIIT, the Ministry of Public Security and the State Administration for Market Regulation jointly issued the Methods of Identifying Illegal Acts of Apps to Collect and Use Personal Information. This regulation further illustrates certain commonly seen illegal practices of app operators in terms of personal information protection and specifies acts of app operators that will be considered as "collection and use of personal information without users' consent."

On May 28, 2020, the National People's Congress adopted the Civil Code, which came into effect on January 1, 2021. Pursuant to the Civil Code, the personal information of a natural person shall be protected by the law. Any organization or individual shall legally obtain such personal information of others when necessary and ensure the safety of such information, and shall not illegally collect, use, process or transmit personal information of others, or illegally purchase or sell, provide or disclose personal information of others.

Regulations Relating to Anti-Monopoly

The Anti-Monopoly Law, as last amended by the Standing Committee of the National People's Congress in 2007, prohibits monopolistic conduct such as entering into monopoly agreements, abuse of dominant market position and concentration of undertakings that have the effect of eliminating or restricting competition.
Pursuant to the Anti-Monopoly Law, competing business operators may not enter into monopoly agreements that eliminate or restrict competition, such as by boycotting transactions, fixing or changing the price of commodities, limiting the output of commodities, or fixing the price of commodities for resale to third parties, among other actions, unless the agreement will satisfy the exemptions under the Anti-monopoly Law, such as improving technologies, increasing the efficiency and competitiveness of small and medium-sized undertakings, or safeguarding legitimate interests in cross-border trade and economic cooperation with foreign counterparts. Sanctions for violations include an order to cease the relevant activities, and confiscation of illegal gains and fines (from 1% to 10% of sales revenues from the previous year, or RMB500,000 if the intended monopoly agreement has not been performed). On June 26, 2019, the State Administration for Market Regulation further issued the Interim Provisions on the Prohibitions of Monopoly Agreements which took effect on September 1, 2019 and supersedes certain anti-monopoly rules and regulations.

In addition, as required by the Anti-Monopoly Law, a business operator with a dominant market position may not abuse its dominant market position to conduct acts, such as selling commodities at unfairly high prices or buying commodities at unfairly low prices, selling products at prices below cost without any justifiable cause, and refusing to trade with a trading party without any justifiable cause. Sanctions for violation of the prohibition on the abuse of dominant market position include an order to cease the relevant activities, confiscation of the illegal gains and fines (from 1% to 10% of sales revenues from the previous year). On June 26, 2019, the State Administration for Market Regulation issued the Interim Provisions on the Prohibitions of Acts of Abuse of Dominant Market Positions, which took effect on September 1, 2019, to further prevent and prohibit the abuse of dominant market positions.

Furthermore, where a concentration of undertakings reaches the declaration threshold stipulated by the State Council, a declaration must be approved by the anti-monopoly authority before the parties implement the concentration. Concentration refers to (i) a merger of undertakings; (ii) acquiring control over other undertakings by acquiring equities or assets; or (iii) acquisition of control over, or the possibility of exercising decisive influence on, an undertaking by contract or by any other means. If business operators fail to comply with the mandatory declaration requirement, the anti-monopoly authority is empowered to terminate and/or unwind the transaction, dispose of relevant assets and shares or businesses within certain periods, and impose fines of up to RMB500,000.

On February 7, 2021, the Anti-Monopoly Committee of the State Council promulgated the Anti-Monopoly Guidelines for the Internet Platform Economy Sector, aiming to provide guidelines for supervising and prohibiting monopolistic conduct in connection with the internet platform business operations and further elaborate on the factors for recognizing such monopolistic conduct in the internet platform industry. Pursuant to these guidelines, the methods of an internet platform collecting or using the privacy information of internet users may also be one of the factors to be considered for analyzing and recognizing monopolistic conducts in the internet platform industry. For example, whether the relevant business operator compulsorily collects unnecessary user information may be considered to analyze whether there is a bundled sale or additional unreasonable trading condition, which is one of the behaviors constituting abuse of dominant market position. In addition, factors including, among others, providing differentiated transaction prices or other transaction conditions for consumers with different payment ability based on consumption preferences and usage habits analyzed using big data and algorithms is also one of the behaviors constituting abuse of dominant market position. Furthermore, whether the relevant business operators are required to "choose one" among the internet platform and its competitive platforms may be considered to analyze whether such internet platform operator with dominant market position abuses its dominant market position and excludes or restricts market competition.
However, as these guidelines were only issued recently, there are still substantial uncertainties as to their interpretation and implementation in practice.

**Regulation Relating to Intellectual Property**

**Patent**

Patents in the PRC are principally protected under the Patent Law. The Chinese patent system adopts a first-to-file principle. To be patentable, an invention or a utility model must meet three criteria: novelty, inventiveness and practicability. The duration of a patent right is either 10 years or 20 years from the date of application, depending on the type of patent right.

**Copyright**

Copyrights in the PRC, including software copyrights, are principally protected under the Copyright Law and related rules and regulations. Under the Copyright Law, the term of protection for software copyrights is 50 years. The Regulation on the Protection of the Right to Communicate Works to the Public over Information Networks, as last amended on January 30, 2013, provides specific rules on fair use, statutory license, and a safe harbor for use of copyrights and copyright management technology and specifies the liabilities of various entities for violations, including copyright holders, libraries and internet service providers.

The Computer Software Copyright Registration Measures, promulgated by the National Copyright Administration on April 6, 1992 and last amended on February 20, 2002, regulate registrations of software copyrights, exclusive licensing contracts for software copyrights and assignment agreements. The National Copyright Administration administers software copyright registration and the Copyright Protection Center of China is designated as the software registration authority. The Copyright Protection Center of China grants registration certificates to the computer software copyrights applicants which meet the relevant requirements.

**Trademark**

Registered trademarks are protected under the Trademark Law and related rules and regulations. Trademarks are registered with the Trademark office of National Intellectual Property Administration under the State Administration for Market Regulation, formerly the Trademark Office of the State Administration of Industry and Commerce. Where registration is sought for a trademark that is identical or similar to another trademark which has already been registered or given preliminary examination and approval for use in the same or similar category of commodities or services, the application for registration of this trademark may be rejected. Trademark registrations are effective for a renewable ten-year period, unless otherwise revoked.

**Domain Name**

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

**Regulations Relating to Employment and Social Welfare**

Pursuant to the Labor Law and the Labor Contract Law, employers must execute written labor contracts with full-time employees. All employers must comply with local minimum wage standards. Violations of the Labor Contract Law and the Labor Law may result in the imposition of fines and other administrative and criminal liability in the case of serious violations.
In addition, according to the Social Insurance Law and the Regulations on the Administration of Housing Funds, employers in the PRC must provide employees with welfare schemes covering pension insurance, unemployment insurance, maternity insurance, work-related injury insurance, medical insurance and housing funds.

**Regulation Relating to Foreign Exchange and Dividend Distribution**

**Regulation on Foreign Currency Exchange**

The principal regulations governing foreign currency exchange in China are the Foreign Exchange Administration Regulations, last amended in 2008. Under PRC foreign exchange regulations, payments of current account items, such as profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval from the State Administration of Foreign Exchange, or SAFE, by complying with certain procedural requirements. By contrast, approval from or registration with appropriate government authorities or their designated banks is required where RMB is to be converted into foreign currency and remitted out of China to pay capital account items, such as direct investments, repayment of foreign currency-denominated loans, repatriation of investments and investments in securities outside of China.

**Regulation on Dividend Distribution**

The principal regulations governing distribution of dividends of foreign-invested enterprises is the Company Law. Under this laws and its regulations, foreign-invested enterprises in China may pay dividends only out of their accumulated after-tax profits, if any, determined in accordance with China's accounting standards and regulations. In addition, a PRC company, including a foreign- invested enterprise in China, is required to allocate at least 10% of its accumulated profits each year, if any, to fund certain reserve funds until these reserves have reached 50% of the registered capital of the enterprise. A PRC company may, at its discretion, allocate a portion of its after-tax profits based on China accounting standards to staff welfare and bonus funds. These reserves are not distributable as cash dividends.

**Regulation Relating to Foreign Exchange Registration of Overseas Investment by PRC Residents**

In 2014, SAFE issued the SAFE Circular on Relevant Issues Relating to Domestic Resident's Investment and Financing and Roundtrip Investment through Special Purpose Vehicles, or SAFE Circular 37, which provides that, before making a contribution into a special purpose vehicle, PRC residents are required to complete foreign exchange registration with SAFE or its local branch. In 2015, SAFE promulgated SAFE Notice 13, which amended SAFE Circular 37 by requiring PRC residents to register with qualified banks rather than 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.

**Regulation Relating to Stock Incentive Plans**

In February 2012, SAFE promulgated the Notice on Foreign Exchange Administration of PRC Residents Participating in Share Incentive Plans of Offshore Listed Companies. Under these rules and other relevant rules and regulations, domestic individuals, which means the PRC residents and non-PRC citizens residing in China for a continuous period of not less than one year, subject to a few exceptions, who participate in a stock incentive plan in an overseas publicly listed company are required to register with SAFE or its local branches and complete certain other procedures. In addition, SAFE Circular 37 provides that PRC residents who participate in a share incentive plan of

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an overseas unlisted special purpose company may register with SAFE or its local branches before exercising rights.

Regulations on M&A Rules and Overseas Listings

On August 8, 2006, six PRC regulatory agencies including the Ministry of Commerce and China Securities Regulatory Commission, or the CSRC, adopted the Regulations on Mergers of Domestic Enterprises by Foreign Investors, or the M&A Rules, which took effect on September 8, 2006 and were amended on June 22, 2009. Pursuant to the M&A Rules, the approval of the Ministry of Commerce must be obtained if overseas companies established or controlled by PRC enterprises or residents acquire domestic companies affiliated with such PRC enterprises or residents. In addition, the M&A Rules require offshore special purpose vehicles formed for overseas listing purposes through acquisitions of PRC domestic companies and controlled by PRC enterprises or residents to obtain the approval of the CSRC prior to publicly listing their securities on an overseas stock exchange.

REGULATIONS IN BRAZIL

Licensing

The operation of a ride hailing business in Brazil is not subject to any special requirements for licenses or authorizations under Brazilian federal law, and the Supreme Federal Court of Brazil has ruled that municipalities may not prohibit or restrict ride hailing businesses on their own authority. Brazilian federal law does impose certain minimum legal requirements on the provision of ride hailing services relating to such matters as the payment of taxes, insurance against traffic accidents, driving licenses, vehicle registration and criminal background checks. Some municipalities have imposed other minimum legal requirements relating to such matters as vehicle age and data sharing with governmental authorities.

The operation of a food delivery business in Brazil is not subject to any special requirements for licenses or authorizations.

The operation of a credit concession business in Brazil is subject to legal restrictions including Brazilian Central Bank regulations. As we do not hold the requisite license, we offer payment products in Brazil through contractual partnerships with companies that hold licenses from the Brazilian Central Bank to operate prepaid accounts and cards, digital wallets, and similar products.

Data Protection

Brazil has a federal Data Protection Law which entered into force on September 18, 2020. The penalties under the Data Protection Law will become enforceable in August 2021.

The Data Protection Law is applicable to organizations in Brazil as well as organizations that process personal data for the purpose of offering or supplying goods and services to individuals in Brazil. Users whose data is collected have rights relating to access, rectification, cancellation, exclusion and opposition to the treatment of their data, information about the use of their data, and data portability.

International data transfer from Brazil is only allowed if the level of protection can still be maintained, including through adequacy decisions, binding corporate rules, codes of conduct, or consent. The data controller and the processor are jointly liable for data protection and legal compliance. The Data Protection Law requires companies to appoint a data protection officer to be the channel of communication between the data controller, the data subjects, and regulators.
The Data Protection Law imposes penalties such as warnings, fines, embargoes, suspensions and partial or total bans. Fines can reach up to 2% of the organization’s revenue, with a limit of R$50 million (US$8.8 million) per violation.

Labor Law

In Brazil, driver and courier partners are not considered employees and their relationship with ride hailing companies is of a contractual or commercial nature. There is some litigation challenging this treatment of the relationship, but as of the date of this prospectus there is no federal law or regulation specifically changing the legal nature of this relationship.

REGULATIONS IN MEXICO

General

Currently, the provision of private transport services through platforms is regulated in 17 states of the Mexican Republic. Mobility and transport laws of these states generally impose some obligations on transportation network companies and drivers, as well as some requirements for the vehicles used to render private transport services. The restrictive level of the obligations and requirements varies from state to state. In the states with more restrictions, the provision of private passenger transportation service through platforms is regulated in much the same way as taxi services.

Some states require transportation network companies to file an application to obtain an authorization or permit to operate in that state. Platforms that conduct an online ride hailing business without obtaining the necessary permit might be subject to a warning by the local authority or a fine. Transportation network companies may be required to periodically share information about drivers and vehicles registered on the platform, verify that they meet the requirements to operate in accordance with the regulations, and make the payment of a duty equivalent to 1.5% of the total amount of each trip executed in the state. Vehicles used for online ride hailing services may have to satisfy certain conditions in order to obtain a permit to be used for online ride hailing services, for example regarding seat belts and airbags. Drivers may also have to meet certain requirements to operate, and in some states they must obtain a permit. If drivers and vehicles do not comply with the requirements and obligations, the drivers may be subject to warnings, fines, impoundment of their vehicle and even, in some cases, imprisonment, while platforms might face warnings, fines or the revocation of their transportation network company authorization.

In addition to the regulations at the state level, the Supreme Court of Justice of the Nation has made two decisions, in 2017 and 2018, regarding services provided through transportation network companies. Among other things, the Supreme Court stated in these decisions that:

- transportation network companies and the drivers they register offer a different service to that rendered by taxi drivers;
- the regulation of transportation network companies is constitutional as long as it refers to areas of general interest that justify that the state adopt regulatory measures;
- local legislatures cannot restrict the operation of the service in terms of the method of payment, for example, to prohibit payment in cash; and
- the imposition of excessive requirements regarding the characteristics of the vehicles that may operate through a transportation network companies is unconstitutional.
Labor Law

The Mexican Federal Labor Law regulates employee relationships in Mexico regardless of nationality or place of entry into the employment agreement. Under the current Federal Labor Law, drivers are generally not classified as employees given the absence of a subordinate relationship, although draft legislation has been introduced in the Mexican Federal Congress on multiple occasions in recent years aiming to classify drivers and couriers as employees. See "Risk Factors — Risks Relating to Our Business — Our business would be adversely affected if drivers were classified as employees, workers or quasi-employees."

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DiDi Partnership

To ensure the sustainability and governance of our company and better align them with the interests of our shareholders, our management has established an executive partnership, the DiDi Partnership, to help us better manage our business and to carry out our vision, mission and values. The structure of the DiDi Partnership is designed to promote people with diverse skillsets but sharing the same core values and beliefs that we hold dear.

The DiDi Partnership will be operated under principles, policies and procedures that evolve with our business and encompass the following major aspects:

Nomination and Election of Partners

Partners will be elected annually through a nomination process, whereby any existing partner may propose candidates to the partnership committee (the "Partnership Committee"), which reviews the nomination and propose candidates to the entire partnership for election. Election of new partners requires a certain affirmative vote of all partners. In order to be elected a partner, the partner candidate must meet certain quality standards including, among other things, a high standard of personal character and integrity, continued service as a director, officer or employee with our company for no less than a certain period of time, a consistent commitment to our company's mission, vision and values as well as a track record of contribution to our business, and such other standard as determined by the Partnership Committee from time to time.

The DiDi Partnership's major rights and functions, such as its right to appoint and remove Executive Directors to our board and its right to nominate certain executive officers, become effective when the DiDi Partnership consists of no less than two limited partners and the DiDi Partnership is operating under the terms of its partnership agreement, as amended from time to time (the "Partnership Condition"). There are three founding limited partners at the establishment of DiDi Partnership and they are Mr. Will Wei Cheng, Ms. Jean Qing Liu and Mr. Stephen Jingshi Zhu (the "Founding Partners" or the "Core Management Members").

Partnership Committee

The general partner of the DiDi Partnership shall establish a Partnership Committee. The Partnership Committee must consist of no more than five partners, and all decisions of the Partnership Committee will be made by majority vote of the committee members. The authorities of the Partnership Committee include, but not limited to, the following areas:

- allocation of the annual cash bonus pool among the partners, with any amounts payable to partners who are our directors or executive officers subject to approval of the compensation committee of the board;

- manage, invest, distribute and dispose of the assets of the DiDi Partnership, including the aggregate deferred bonuses and any income thereof for the benefit of the DiDi Partnership;

- screen and initially approve the election of partners; and

- approve proposed candidates for election as a partner.

Partnership Committee members serve for a term of three years and may serve multiple terms, unless terminated upon his or her death, resignation, removal or termination of his or her membership in the partnership. Prior to each election, the Partnership Committee will nominate a number of partner candidates to stand for election by the DiDi Partnership.
The initial members of the Partnership Committee include Mr. Will Wei Cheng, Ms. Jean Qing Liu and Mr. Stephen Jingshi Zhu.

**Executive Director Appointment and Removal Right**

The DiDi Partnership will be entitled to appoint and remove Executive Directors of our company.

An Executive Director refers to a director of our company that is (i) neither a director who satisfies the "independence" requirements of Rule 5605(a)(2) of the Nasdaq Stock Market Rules or Section 303A of the Corporate Governance Rules of the New York Stock Exchange nor a director who is affiliated with or was appointed to our board by a holder or a group of affiliated holders of preferred shares and/or Class A ordinary shares converted from preferred shares of our company prior to our initial public offering, and (ii) maintains an employment relationship with our company.

Pursuant to our post-offering articles of association, our board of directors shall consist of not less than three but not more than nine directors, and the maximum number of Executive Directors on our board shall be the majority of the directors minus one, provided that the board shall include at least three Executive Directors or such lesser number as determined by the DiDi Partnership. The Executive Directors shall be nominated by the DiDi Partnership for so long as the Partnership Condition is satisfied. Our board of directors shall cause the Executive Director candidate duly nominated by the DiDi Partnership to be appointed as an Executive Director by the board, and such Executive Director shall serve on the board until expiry of his or her term, unless removed by the shareholders by ordinary resolutions in accordance with our post-offering articles of association, removed by the DiDi Partnership or the office is vacated upon, among other things, his or her death or resignation. Within the DiDi Partnership, nomination, appointment or removal of an Executive Director requires the affirmative vote of at least 75% of all partners.

In the event that any such Executive Director candidate is not appointed by our board or any Executive Director nominated by the Partnership is removed by the shareholders by ordinary resolution in accordance with our post-offering articles of association, the DiDi Partnership shall have the right to appoint a different person to serve as an interim Executive Director until the next general meeting of our company. Such appointment of the interim Executive Directors to the board shall become effective immediately upon the delivery by the DiDi Partnership of a duly executed written notice to us, without the requirement for any further resolution, vote or approval by the shareholders or the board.

If at any time the total number of Executive Directors on our board nominated by the DiDi Partnership is less than three or such lesser number as determined by the DiDi Partnership for any reason, the DiDi Partnership shall be entitled to appoint such number of Executive Directors to our board as may be necessary to ensure that our board includes at least three Executive Directors or such lesser number as determined by the DiDi Partnership. Such appointment of the Executive Directors to our board shall become effective immediately upon the delivery by the DiDi Partnership of a duly executed written notice to us, without the requirement for any further resolution, vote or approval by the shareholders or the board.

**Executive Officers Nomination and Removal Right**

Under our post-offering articles of association, for so long as the Partnership Condition is satisfied, the removal of any executive position of the Core Management Members shall be subject to unanimous approval by the Founding Partners, provided that if any such Founding Partner is no longer suitable to make such decision due to severe mental illness or severe physical incapacity which results in such Founding Partner's inability to make decisions, convicted felony,
embezzlement, or similar offense, the removal of his/her executive position is no longer subject to approval by such Founding Partner.

Subject to the foregoing, the DIDI Partnership has the right to nominate candidates for the current executive positions held by the Core Management Members. Any such candidate that has been nominated by the DIDI Partnership shall stand for appointment by the board. In the event that such candidate is not appointed by the board or the candidate is removed by the directors, the DIDI Partnership may nominate a replacement nominee until the board appoints such nominee to such executive position, or until the board fails to appoint more than three such candidates nominated by the DIDI Partnership consecutively, after which time the board may then nominate and appoint any person to serve in such executive position of our company after consultation with the DIDI Partnership. Within the DIDI Partnership, the nomination of candidates for such executive positions requires the affirmative vote of at least 75% of all partners.

**Partner Termination, Retirement and Removal**

Partners may elect to retire or withdraw from the DIDI Partnership at any time. All partners except Founding Partners are required to retire upon termination of their employment. Any partner may be removed upon a certain affirmative vote of all partners, in the event that the Partnership Committee determines that such partner fails to meet any of the qualifying standards and so recommend to the partnership.

**Amendment of Partnership Agreement**

Amendment of the partnership agreement requires a certain affirmative vote of all partners. The general partner of the DIDI Partnership may administer and modify the terms of the partnership agreement, but only to the extent such modifications are administrative or technical in nature that are not inconsistent with other provisions of the partnership agreement as in effect at the time.
**Directors and Executive Officers**

The following table sets forth information regarding our executive officers and directors.

<table>
<thead>
<tr>
<th>Directors and Executive Officers</th>
<th>Age</th>
<th>Position/Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will Wei Cheng</td>
<td>38</td>
<td>Founder, Chairman of the Board and Chief Executive Officer</td>
</tr>
<tr>
<td>Jean Qing Liu</td>
<td>43</td>
<td>Co-Founder, Director and President</td>
</tr>
<tr>
<td>Stephen Jingshi Zhu</td>
<td>38</td>
<td>Director, Senior Vice President and Chief Executive Officer of International Business Group</td>
</tr>
<tr>
<td>Zhiyi Chen*</td>
<td>37</td>
<td>Director</td>
</tr>
<tr>
<td>Martin Chi Ping Lau</td>
<td>48</td>
<td>Director</td>
</tr>
<tr>
<td>Kentaro Matsui*</td>
<td>48</td>
<td>Director</td>
</tr>
<tr>
<td>Adrian Perica</td>
<td>48</td>
<td>Director</td>
</tr>
<tr>
<td>Daniel Yong Zhang</td>
<td>49</td>
<td>Director</td>
</tr>
<tr>
<td>Bob Bo Zhang</td>
<td>37</td>
<td>Co-Founder and Chief Technology Officer</td>
</tr>
<tr>
<td>Alan Yue Zhuo</td>
<td>34</td>
<td>Chief Financial Officer</td>
</tr>
<tr>
<td>Rui Wu</td>
<td>35</td>
<td>Co-Founder and Vice President of Risk Control and Compliance</td>
</tr>
<tr>
<td>Jinglei Hou</td>
<td>43</td>
<td>Chief Mobility Safety Officer</td>
</tr>
<tr>
<td>Min Li</td>
<td>36</td>
<td>Vice President of Public Communications</td>
</tr>
<tr>
<td>Shu Sun</td>
<td>34</td>
<td>Chief Executive Officer of China Ride Hailing</td>
</tr>
<tr>
<td>David Peng Xu</td>
<td>36</td>
<td>Vice President and Head of Capital Markets</td>
</tr>
</tbody>
</table>

* Mr. Chen and Mr. Matsui will step down from our board of directors upon the effectiveness of our registration statement on Form F-1, of which this prospectus is a part.

**Mr. Will Wei Cheng** is our founder and has served as chairman of our board of directors since January 2013 and our chief executive officer since February 2015. Mr. Cheng founded Beijing Xiaoju Science and Technology Co., Ltd. in 2012 and, shortly thereafter, launched the *DiDi Dache* app to provide taxi hailing services. Since then, Mr. Cheng has led us to become the world's largest mobility technology platform, having overseen our acquisition of Kuaidi and Uber China, diversification of our service offerings and expansion around the globe. Prior to founding us, Mr. Cheng worked at Alibaba from 2005 to 2011, most recently as vice president of Alipay, with responsibility for Alipay's business-to-consumer functions, and before that, in a number of sales-related positions, including as regional manager at Alibaba. Mr. Cheng has been featured on Fortune China's 50 Most Influential Business Leaders list for three consecutive years from 2017 to 2019. In 2017, Mr. Cheng was selected as a Global Game Changer by Forbes. In 2016, Mr. Cheng was named Fortune's Businessperson of the Year, Forbes Asia's Businessman of the Year, and recognized as a representative of Asia's "digital disruptors" by CNN. Mr. Cheng received a bachelor's degree in management from the Beijing University of Chemical Technology.

**Ms. Jean Qing Liu** is one of our co-founders and has served as our director and president since December 2014. Ms. Liu also leads the Didi Women's Network, the first career development program for women in the Chinese internet sector. Working with Will Wei Cheng, Ms. Liu led our company to become the world's largest mobility technology platform. She champions a more
collaborative approach for the new tech sector to work with policymakers, public transport bodies and the automotive industry to address the world's mobility, environmental and employment challenges. Prior to joining us, Ms. Liu was a managing director in the Principal Investment Area in Goldman Sachs in Beijing, primarily responsible for private equity investment, portfolio management, and investor relationships in China. Ms. Liu serves on the board of Kering SA, an international luxury group listed on the Euronext Paris stock exchange. Ms. Liu was featured on Fortune's Most Powerful Women International List from 2016 to 2019. She was named on Time's 100 list of the World's Most Influential People in 2017. Ms. Liu received a bachelor's degree from Peking University and a master's degree from Harvard University, both in computer science, and was awarded an honorary doctorate in commercial science from New York University.

Mr. Stephen Jingshi Zhu has served as our director since June 2016 and senior vice president, since January 2019, with responsibility for strategy, capital markets and international business. Mr. Zhu also serves as the Chief Executive Officer of our International Business Group. Prior to joining us in 2014, Mr. Zhu served as Executive Director in the Principal Investment Area of Goldman Sachs in Hong Kong. He has also worked at Bain Capital, Morgan Stanley and the Boston Consulting Group. Mr. Zhu received a bachelor's degree in electronic engineering from the Shanghai Jiaotong University.

Mr. Zhiyi Chen has served as our director since July 2015. Mr. Chen has been managing director of Boyu Capital Advisory Company Limited since 2011. Prior to that Mr. Chen worked at General Atlantic from 2006 to 2011 and before that, he worked at Morgan Stanley. Mr. Chen received a bachelor's degree in management from Fudan University.

Mr. Martin Chi Ping Lau has served as our director since February 2015. Mr. Lau is president and executive director of Tencent Holdings Limited, an Internet company listed on the Hong Kong Stock Exchange. Prior to joining Tencent, Mr. Lau was an executive director at Goldman Sachs (Asia) L.L.C.'s investment banking division and the chief operating officer of its telecom, media and technology group. Prior to that, he worked at McKinsey & Company, Inc. as a management consultant. Mr. Lau is currently a non-executive director of Kingssoft Corporation Limited and Meituan; both of these companies are publicly listed on Hong Kong Stock Exchange. Mr. Lau is also a director of Vipshop Holdings Limited and Tencent Music Entertainment Group; both of these companies are listed on the New York Stock Exchange. Mr. Lau is also a director of JD.com, Inc. that is listed on NASDAQ and Hong Kong Stock Exchange. Mr. Lau received a bachelor of science degree in electrical engineering from the University of Michigan, a master of science degree in electrical engineering from Stanford University and an MBA degree from Kellogg Graduate School of Management, Northwestern University.

Mr. Kentaro Matsui has served as our director since October 2019. Mr. Matsui is a Managing Director, Head of Capital Management Department in SoftBank Group Corp. He has also been working at SoftBank Vision Fund (SB Investment Advisers) in the Asian investment sector since 2018. From November 2016 to June 2018, Mr. Matsui also worked at SoftBank Group Corp. as a Corporate officer, Head of Legal Unit & Deputy Head of Finance Unit. Prior to joining SoftBank, Mr. Matsui served as a Joint Head of Strategic Solutions Department at Mizuho Securities Co., Ltd. where he spent 14 years in the structured financing, buyout financing and M&A. He advised SoftBank on acquisitions of Vodafone Japan, Sprint and ARM Holdings. Mr. Matsui received a BA from Keio University and an LL.M from New York University School of Law.

Mr. Adrian Perica has served as our director since June 2016. Mr. Perica is Apple's vice president of Corporate Development, reporting to CEO Tim Cook. Mr. Perica is responsible for the Apple's mergers, acquisitions and strategic investing efforts. Since joining Apple in 2009, Mr. Perica has overseen the successful integration of vital technologies and new businesses across hardware, software and services. Prior to Apple, Mr. Perica worked at Goldman Sachs for eight years and
before that, he worked at Deloitte Consulting and was an officer in the US Army. Mr. Perica received a bachelor's degree in Physics from the United States Military Academy at West Point and an MBA from the Massachusetts Institute of Technology.

Mr. Daniel Yong Zhang has served as our director since April 2018. Mr. Zhang has been chairman of Alibaba Group since September 2019, its chief executive officer since May 2015 and its director since September 2014. Mr. Zhang is a founding member of the Alibaba Partnership. Prior to these roles, Mr. Zhang served as the chief operating officer of Alibaba Group from September 2013 to May 2015. Mr. Zhang joined Alibaba Group in August 2007 as chief financial officer of Taobao Marketplace and served in this position until June 2011. Mr. Zhang took on the additional role of general manager for Tmall.com in August 2008, which he performed concurrently until his appointment as president of Tmall.com in June 2011 when Tmall.com became an independent platform. Prior to joining Alibaba Group, Mr. Zhang served as the chief financial officer of Shanda Interactive Entertainment Limited, an online game developer and operator then listed on Nasdaq, from September 2005 to August 2007. From 2002 to 2005, he was a senior manager of PricewaterhouseCoopers' Audit and Business Advisory Division in Shanghai. Mr. Zhang serves on the board of Weibo, a company listed on Nasdaq. He is a member of the WEF International Business Council, the vice co-chair of the board of Consumer Goods Forum and the co-chair of the China board of the Consumer Goods Forum. Mr. Zhang received a bachelor's degree in finance from the Shanghai University of Finance and Economics.

Mr. Bob Bo Zhang is one of our co-founders and our chief technology officer, and has also served as the chief executive officer of our autonomous driving business since August 2019. Mr. Zhang is responsible for the creation and development of our overall product, technology and data analytics framework. Prior to joining us, Mr. Zhang was a senior technology leader at Baidu. Mr. Zhang received a bachelor's degree in software engineering from Wuhan University and a master's degree focusing on human-computer interactions and artificial intelligence from the Chinese National Academy of Sciences.

Mr. Alan Yue Zhuo has served as our chief financial officer since April 2021 and was our vice president of finance and operation management from December 2018 to April 2021. Mr. Zhuo joined us in February 2017 as the deputy general manager of our ride hailing department, where he was responsible for platform operations. Prior to joining us, Mr. Zhuo worked at Sculptor Capital Management (formerly known as Och-Ziff Capital Management) in Hong Kong, from September 2014 to February 2017, where he focused on technology investments in Asia. Prior to that, Mr. Zhuo worked in the principal investment area of Goldman Sachs and investment banking division of Morgan Stanley. Mr. Zhuo received a bachelor's degree in finance from Peking University.

Mr. Rui Wu is one of our co-founders and has served as our vice president since September 2015, with responsibility for our risk control and compliance functions. Mr. Wu oversees our internal management system and the prevention, monitoring, discovery and resolution of the risks that we face. He is also responsible for driving the digitalization of our risk control and compliance systems. Prior to co-founding us in 2012, Mr. Wu worked at Alibaba in sales management. Mr. Wu received an EMBA degree in from the Cheung Kong Graduate School of Business.

Mr. Jinglei Hou has served as our chief mobility safety officer since April 2019. Mr. Hou is responsible for overseeing our commitment to the safety of the drivers and consumers who use our platform. Mr. Hou joined us in August 2015, and previously held a number of safety-related roles, most recently as vice president of safety for ride hailing. Mr. Hou received a bachelor's degree in traffic and transportation and a master's degree in safety technology and engineering from the Beijing Jiaotong University.

Mr. Min Li has served as our vice president of public communications since May 2018. Mr. Li joined us in February 2015 following our acquisition of Kuaidi, where Mr. Li worked from 2013 to
2015. Prior to Kuaidi, Mr. Li worked at Sina. Mr. Li received a bachelor's degree in automation from the Beijing Jiaotong University.

Mr. Shu Sun has served as the chief executive officer of our China ride hailing business since December 2020. Mr. Sun joined us in April 2015 and previously held a number of management positions, with responsibility for devising supply and demand strategies for our ride hailing business and overseeing the overall development of our Piggy Express service. Prior to joining us, Mr. Sun was an associate at Tsing Capital from 2014 to 2015 and a Senior Associate at Bloomberg New Energy Finance from 2009 to 2014. Mr. Sun received a bachelor's degree and a master's degree, both in industrial engineering, from the University of Cambridge.

Mr. David Peng Xu has served as vice president and head of capital markets since March 2018. Prior to joining us, Mr. Xu worked in the finance sector for eleven years, with positions at Apax Partners, UBS Investment Bank and Goldman Sachs Asia. Mr. Xu received bachelor's degrees in mathematics and economics from Carleton College and an MBA from Harvard Business School.

Employment Agreements and Indemnification Agreements

We have entered into employment agreements with each of our senior executive officers. Under these agreements, each of our senior executive officers is employed for a specified time period. We may terminate employment for cause, at any time, without advance notice or remuneration, for certain acts of the executive officer, such as conviction or plea of guilty to a felony or any misdemeanor involving moral turpitude, willful misconduct or gross negligence, dishonest acts to our detriment, continued failure to satisfactorily perform agreed duties, or material breach of any provisions of the employment agreement. We may also terminate an officer's employment without cause upon 60-day advance written notice. In such case of termination by us, we will provide severance payments to the executive officer as expressly required by applicable law of the jurisdiction where the executive officer is based. The executive officer may resign at any time with a 60-day advance written notice.

Each of the executive officers has agreed to hold, both during and after the termination or expiry of his or her employment agreement, in strict confidence and not to use, except as required in the performance of his or her duties in connection with the employment, any confidential information or trade secrets of ours, our customers or prospective customers, or the confidential or proprietary information of any third-party received by us and for which we have confidential obligations. Each of the executive officers has also agreed to disclose in confidence to us all inventions, discoveries, concepts and plans which they conceive, develop or reduce to practice during the executive officer's employment with us and to assign all right, title and interest in them to us, and to assist us in obtaining and enforcing those patents, copyrights and other legal rights.

In addition, each executive officer has agreed to be bound by non-competition restrictions during the term of his or her employment and for two years following the termination of employment and non-solicitation restrictions during the term of his or her employment and for one year following the termination of employment. Specifically, each executive officer has agreed not to, among other things, (i) solicit from any customer doing business with us during the employment term business of the same or of a similar nature to our business or (ii) solicit the employment or services of, or hire or engage, any person who is known to be employed or engaged by us.

We have also entered into indemnification agreements with our directors and senior executive officers. Under these agreements, we will agree to indemnify them 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.
Board of Directors

Our board of directors will consist of directors upon the SEC’s declaration of effectiveness of our registration statement on Form F-1 of which this prospectus is a part. A director is not required to hold any shares in our company by way of qualification. A director who is in any way, whether directly or indirectly, interested in a contract or transaction or proposed contract or transaction with our company is required to declare the nature of his or her interest at a meeting of our directors. A director may vote with respect to any contract, transaction, proposed contract or transaction notwithstanding that he or she may be interested therein, and if he or she does so his or her vote shall be counted and he or she may be counted in the quorum at any meeting of our directors at which any such contract or transaction or proposed contract or transaction is considered, provided that he or she has declared his interests as described above. Our directors may exercise all the powers of our company to borrow money and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital or any part thereof, to issue debentures, debenture stock, bonds and other securities, whether outright or as collateral security for any debt, liability or obligation of our company or of any third-party. None of our non-executive directors has a service contract with us that provides for benefits upon termination of service.

Committees of the Board of Directors

We will establish three committees under the board of directors immediately upon the effectiveness of our registration statement on Form F-1, of which this prospectus is a part: an audit committee, a compensation committee and a nominating and corporate governance committee. We will adopt a charter for each of the three committees. Each committee's members and functions are described below.

Audit Committee. Our audit committee consists of , , and , and is chaired by . , and each satisfy the "independence" requirements of [Rule 5605(c) (2) of the Listing Rules of Nasdaq/Section 303A of the Corporate Governance Rules of the NYSE] and meet the independence standards under Rule 10A-3 under the Exchange Act. 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:

- selecting the independent registered public accounting firm and pre-approving all auditing and non-auditing services permitted to be performed by the independent registered public accounting firm;
- reviewing with the independent registered public accounting firm any audit problems or difficulties and management's response;
- reviewing and approving all proposed related party transactions, as defined in Item 404 of Regulation S-K under the Securities Act;
- discussing the annual audited financial statements with management and the independent registered public accounting firm;
- reviewing major issues as to the adequacy of our internal controls and any special audit steps adopted in light of material control deficiencies;
- annually reviewing and reassessing the adequacy of our audit committee charter;
- meeting separately and periodically with management and the independent registered public accounting firm; and
Compensation Committee. Our compensation committee consists of \[\text{names}\] and \[\text{names}\], and is chaired by \[\text{name}\]. \[\text{Names}\] each satisfy the "independence" requirements of [Rule 5605(c)(2) of the Listing Rules of Nasdaq/Section 303A of the Corporate Governance Rules of the NYSE]. The compensation committee assists the board in reviewing and approving the compensation structure, including all forms of compensation, relating to our directors and executive officers. Our chief executive officer may not be present at any committee meeting during which his compensation is deliberated upon. The compensation committee is responsible for, among other things:

- reviewing the total compensation package for our executive officers and making recommendations to the board with respect to it;
- reviewing the compensation of our non-employee directors and making recommendations to the board with respect to it; and
- periodically reviewing and approving any long-term incentive compensation or equity plans, programs or similar arrangements, annual bonuses, and employee pension and welfare benefit plans.

Nominating and Corporate Governance Committee. Our nominating committee consists of \[\text{names}\] and \[\text{names}\], and is chaired by \[\text{name}\] and each satisfy the "independence" requirements of [Rule 5605(c)(2) of the Listing Rules of Nasdaq/Section 303A of the Corporate Governance Rules of the NYSE]. The nominating 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 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, age, skills, experience and availability of service to us;
- 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 committee itself; and
- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance.

Duties of Directors

Under Cayman Islands law, our directors owe fiduciary duties to our company, including a duty of loyalty, a duty to act honestly, and a duty to act in what they consider to be in the best interests of the company. Our directors must also exercise their powers only for a proper purpose. Our directors also owe to our company a duty to act with skill and care. It was previously considered that a director need not exhibit in the performance of his or her duties a greater degree of skill than may reasonably be expected from a person of his or her 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. In fulfilling their duty of care to us, our directors must ensure compliance with our memorandum and articles of association, as amended and restated from time to time, and the class rights vested thereunder in the holders of the shares. In certain limited exceptional circumstances, a shareholder may have the right to seek damages in our name if a duty owed by our directors is breached.
Our board of directors has all the powers necessary for managing, and for directing and supervising, our business affairs. The functions and powers of our board of directors include, among others:

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

Terms of Directors and Officers

Our officers are elected by and serve at the discretion of the board of directors or the nominating and corporate governance committee of the board. Our directors shall serve and hold office until expiry of his or her terms or until such time as they are removed from office by ordinary resolutions of the shareholders. Pursuant to our post-offering articles of association, our board of directors shall consist of not less than three but not more than nine directors, and the maximum number of Executive Directors on our board shall be the majority of the directors minus one, provided that the board shall include at least three Executive Directors or such lesser number as determined by the DiDi Partnership. The DiDi Partnership, subject to certain conditions, is also entitled to nominate and recommend the candidates for the current executive positions held by the Core Management Members of our company, and any such candidate nominated by the DiDi Partnership shall stand for appointment by our board. In the event that the board fails to appoint more than three such candidates nominated by the DiDi Partnership consecutively, then our board of directors may then appoint any person to serve in such executive position of our company after consultation with the DiDi Partnership. For more details, see "Management — DiDi Partnership." Subject to our post-offering articles of association, 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 to be or becomes of unsound mind; (iii) resigns his or her office by notice in writing to us; (iv) without special leave of absence from the board, is absent from meetings of the board for four consecutive meetings and the board resolves that his office be vacated; or (v) is removed from office pursuant to any other provision of our articles of association.

Compensation of Directors and Executive Officers

For the year ended December 31, 2020, we paid an aggregate of RMB73.5 million (US$11.2 million) in cash to our directors and executive officers, and granted them options to purchase 700,000 ordinary shares with a nominal exercise price per share. We have not set aside or accrued any amount to provide pension, retirement or other similar benefits to our executive officers and directors. Our PRC subsidiaries are required by law to make contributions equal to certain percentages of each employee's salary for his or her pension insurance, medical insurance, unemployment insurance and other statutory benefits and a housing provident fund.

Share Incentive Plan

In December 2017, our board of directors approved the Plan, and subsequently amended it in December 2020 in order to attract and retain the best available personnel for positions of
substantial responsibility, to provide additional incentives to selected employees, directors and consultants of the Company and to promote the success of our business. The maximum aggregate number of ordinary shares which may be issued pursuant to all awards under the Plan is 312,034,457 shares. As of May 31, 2021, awards to purchase 56,536,498 ordinary shares that were granted under the Plan and remain outstanding.

The following paragraphs summarize the principal terms of the Plan.

**Type of Awards.** The plan permits the awards of dividend equivalent, option, restricted share, restricted share unit, share appreciation right or other right or benefit.

**Plan Administration.** Our board of directors or a committee appointed by the board of directors will administer the plan. The committee or the full board of directors, as applicable, will determine, among others, the participants to receive awards, the type and number of awards to be granted to each participant, and the terms and conditions of each award granted.

**Award Agreement.** Awards granted under the plan are evidenced by an award agreement that sets forth the terms, conditions and limitations for each award, which may include the term of the award, the provisions applicable in the event that the grantee's employment or service terminates, and our authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind the award.

**Eligibility.** We may grant awards to our employees, directors and consultants or those of entities in which we hold a substantial economic interest or can direct management policies.

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

**Exercise of Awards.** The plan administrator determines the exercise or purchase price, as applicable, for each award, which is stated in the relevant award agreement. Options that are vested and exercisable will terminate if they are not exercised prior to the time as the plan administrator determines at the time of grant.

**Transfer Restrictions.** Awards may not be transferred in any manner by the participant other than in accordance with the exceptions provided in the plan or the relevant award agreement or otherwise determined by the plan administrator, such as transfers by will or the laws of descent and distribution.

**Termination and Amendment.** Unless terminated earlier, the plan has a term of ten years from its effectiveness date. Our board of directors has the authority to amend, alter, or terminate the plan. However, without mutual consent between the participant and the plan administrator, no such action may materially and adversely impair the rights of any participant with respect to an outstanding award.

As of May 31, 2021, our directors and executive officers as a group hold options to purchase 1,250,000 ordinary shares of our company with a nominal exercise price per share. As of the same date, our other employees and consultants as a group hold options to purchase 48,086,341 ordinary shares with a weighted average exercise price of US$5.461 per share, and 7,200,157 restricted share units. The above-mentioned incentive shares were granted on various dates between March 2015 and April 2021 and will expire on the seventh anniversary dates of the respective grant dates.
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 outstanding ordinary shares and all outstanding preferred shares into ordinary shares, by:

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

The calculations in the table below are based on 1,126,610,369 ordinary shares outstanding on an as-converted basis as of the date of this prospectus, which includes the conversion of Series B-1 preferred shares into ordinary shares on a one-for-three basis and the conversion of all other preferred shares into ordinary shares on a one-for-one basis, and Class A ordinary shares and Class B ordinary shares outstanding immediately after the completion of this offering.

Beneficial ownership is determined in accordance with the rules and regulations of the SEC, except where the footnotes indicate otherwise. 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.

<table>
<thead>
<tr>
<th>Directors and executive officers**</th>
<th>Ordinary shares owned prior to this offering</th>
<th>Ordinary shares beneficially owned after this offering</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ordinary shares with an economic interest</td>
<td>% of equity ownership†</td>
</tr>
<tr>
<td>Will Wei Cheng</td>
<td>78,384,741(1)</td>
<td>7.0</td>
</tr>
<tr>
<td>Jean Qing Liu</td>
<td>19,172,128(3)</td>
<td>1.7</td>
</tr>
<tr>
<td>Stephen Jingshi Zhu</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zhiyi Chen†</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Martin Chi Ping Lau</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Kentaro</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Adrian Perica</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Daniel Yong Zhang(11)</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Bob Bo Zhang</td>
<td>*(12)</td>
<td>*</td>
</tr>
<tr>
<td>Alan Yue Zhuo</td>
<td>*(14)</td>
<td>*</td>
</tr>
<tr>
<td>Rui Wu</td>
<td>*(15)</td>
<td>*</td>
</tr>
<tr>
<td>Jinglei Hou</td>
<td>*(17)</td>
<td>*</td>
</tr>
<tr>
<td>Min Li</td>
<td>*(18)</td>
<td>*</td>
</tr>
<tr>
<td>Shu Sun</td>
<td>*(19)</td>
<td>*</td>
</tr>
<tr>
<td>David Peng Xu</td>
<td>*(20)</td>
<td>*</td>
</tr>
<tr>
<td>All directors and executive officers as a group</td>
<td>118,107,531</td>
<td>10.5</td>
</tr>
</tbody>
</table>

**Principal shareholders:**

| Uber Entity(22)                 | 143,911,749 | 12.8                                      | 143,911,749                                        | 12.8                                           |                                                       |                                             |
| Tencent Entities(23)           | 77,067,884  | 6.8                                       | 77,067,884                                         | 6.8                                            |                                                       |                                             |

Notes:

* Less than 1% of our total ordinary shares on an as-converted basis outstanding as of the date of this prospectus.

** Except as otherwise indicated below, the business address of our directors and executive officers is No. 1 Block B, Shangdong Digital Valley, No. 8 Dongbeiwang West Road, Haidian District, Beijing, People’s Republic of China.

† For each person and group included in this column, percentage of equity ownership is calculated by dividing the number of shares held by such person or group and its respective affiliates by the sum of the total number of shares outstanding.

†† For each person and group included in this column, percentage ownership is calculated by dividing the number of shares beneficially owned by such person or group by the sum of the total number of shares outstanding and the number of shares such person or group has the right to acquire upon exercise of option, warrant or other right 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 Class A and Class B ordinary shares as a single class. Each holder of Class B ordinary shares is entitled to votes per share, subject to certain conditions, and each holder of our Class A ordinary shares is entitled to one vote per share on all matters submitted to them for a vote. Our Class A ordinary shares and Class B ordinary shares vote together as a single class.
on all matters submitted to a vote of our shareholders, except as may otherwise be required by law. Our Class B ordinary shares are convertible at any time by the holder thereof into Class A ordinary shares on a one-for-one basis.

(1) Represents (i) 31,156,189 ordinary shares held by Xiaocheng Investment Limited and (ii) 47,228,552 shares held by Steady Prominent Limited, an entity holding ordinary shares for the benefit of certain directors, executive officers and employees of our company in connection with the exercise of options granted under the Plan, in which Mr. Will Wei Cheng has an indirect economic interest. Xiaocheng Investment Limited is beneficially owned by Mr. Will Wei Cheng through a trust, of which Mr. Cheng is the settlor and Mr. Cheng and his family members are the beneficiaries. The registered address of Xiaocheng Investments Limited is Sertus Incorporation (BVI) Limited, Sertus Chambers, P.O. Box 905, Quastisky Building, Road Town, Tortola, British Virgin Island.

(2) Represents (i) 18,693,713 ordinary shares held by Xiaocheng Investments Limited that Mr. Cheng has voting power over, (ii) 78,673,127 ordinary shares and preferred shares held by certain existing shareholders who have granted voting proxies to Mr. Cheng, which proxies will survive the consummation of this offering, (iii) 49,874,455 ordinary shares held by Steady Prominent Limited that Mr. Cheng has sole voting power over, and (iv) 26,152,107 ordinary shares held by Oriental Holding Investment Limited and New Amigo Holding Limited, entities holding ordinary shares for the benefit of certain directors, executive officers and employees of our company in connection with the exercise of options granted under the Plan. Each of Steady Prominent Limited, Oriental Holding Investment Limited and New Amigo Holding Limited has established an advisory committee, each consisting of Mr. Cheng, Ms. Jean Qing Liu and Mr. Stephen Jingshi Zhu, which has the sole power to make all decisions relating to the voting and disposal of the shares held by Steady Prominent Limited, Oriental Holding Investment Limited and New Amigo Holding Limited, as applicable. The members of the advisory committee of Steady Prominent Limited have agreed to certain proxy and voting arrangements in connection with their respective voting power over the shares held by Steady Prominent Limited and do not share the voting and disposal power over the shares held by Steady Prominent Limited. The members of the advisory committees of Oriental Holding Investment Limited and New Amigo Holding Limited share voting and disposal power over the shares held by such entities with the other members of the applicable advisory committee, and therefore may each be deemed to beneficially own, in terms of voting power, such shares. Mr. Cheng has granted a voting proxy to Ms. Jean Qing Liu in connection with ordinary shares held by Xiaocheng Investments Limited, and Mr. Cheng's beneficial ownership does not take into account the portion of the shares that are subject to such voting proxy.

(3) Represents (i) 3,055,556 ordinary shares held by Investor Link Investments Limited and (ii) 16,116,572 ordinary shares held by Steady Prominent Limited in which Ms. Jean Qing Liu has an indirect economic interest. Investor Link Investments Limited is beneficially owned by Ms. Jean Qing Liu through a trust, of which Ms. Liu is the settlor and Ms. Liu and her family members are the beneficiaries. The address of Investor Link Investments Limited is Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands.

(4) Represents (i) 3,055,556 ordinary shares held by Investor Link Investments Limited, (ii) 12,462,476 ordinary shares held by Xiaocheng Investments Limited that Mr. Will Wei Cheng has granted voting proxy to Ms. Liu, (iii) 33,249,636 ordinary shares held by Steady Prominent Limited that Ms. Liu has sole voting power over, and (iv) 26,152,107 ordinary shares held by Oriental Holding Investment Limited and New Amigo Holding Limited that Ms. Liu may be deemed to beneficially own, in terms of voting power, by virtue of her membership of the advisory committees of Oriental Holding Investment Limited and New Amigo Holding Limited, which have the sole power to make all decisions relating to the voting and disposal of the shares held by these entities. Ms. Liu shares voting and disposal rights of the shares held by Oriental Holding Investment Limited and New Amigo Holding Limited with other members of the applicable advisory committee.

(5) Represents ordinary shares held by Steady Prominent Limited in which Mr. Stephen Jingshi Zhu has an indirect economic interest.

(6) Represents 26,152,107 ordinary shares held by Oriental Holding Investment Limited and New Amigo Holding Limited that Mr. Zhu may be deemed to beneficially own, in terms of voting power, by virtue of his membership of the advisory committees of Oriental Holding Investment Limited and New Amigo Holding Limited, which have the sole power to make all decisions relating to the voting and disposal of the shares held by these entities. Mr. Zhu has voting power over certain ordinary shares held by Steady Prominent Limited and has granted Mr. Will Wei Cheng and Ms. Jean Qing Liu proxies to vote such shares on his behalf. Mr. Zhu's beneficial ownership does not take into account the shares held by Steady Prominent Limited that are subject to such voting proxies. Mr. Zhu shares voting and disposal rights of the shares held by Oriental Holding Investment Limited and New Amigo Holding Limited with other members of the applicable advisory committee.

(7) The business address of Mr. Zhiyi Chen is Suite 1518, Two Pacific Place, 88 Queensway, Hong Kong SAR.

(8) The business address of Mr. Martin Chi Ping Lau is 17/F, Malata Building, Keijzhongyi Road, Midwest District of Hi-tech Park, Nanshan District, Shenzhen, China.

(9) The business address of Mr. Kentaro Matsui is Tokyo Port City Takeshiba Office Tower 1-7-1, Kaigan, Minato-ku, Tokyo, Japan.
The business address of Mr. Adrian Perica is One Infinite Loop, Cupertino, CA, U.S.A.

The business address of Mr. Daniel Yong Zhang is 26/F Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong SAR.

Represents (i) ordinary shares held by Steady Prominent Limited in which Mr. Bob Bo Zhang has an indirect economic interest and (ii) ordinary shares held by Doctorate Investment Limited. Doctorate Investment Limited is beneficially owned by Mr. Zhang through a trust, of which Mr. Zhang and his spouse are the settlors and Mr. Zhang and his family members are the beneficiaries. The address of Doctorate Investment Limited is Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands.

Represents ordinary shares held by Doctorate Investment Limited.

Represents ordinary shares held by Oriental Holding Investment Limited in which Mr. Alan Yue Zhuo has an indirect economic interest.

Represents (i) ordinary shares held by Steady Prominent Limited in which Mr. Rui Wu has an indirect economic interest, and (ii) ordinary shares held by Ocean Union Enterprises Limited. Ocean Union Enterprises Limited is beneficially owned by Mr. Wu through a trust, of which Mr. Wu is the settlor and Mr. Wu and his family members are the beneficiaries. The address of Ocean Union Enterprises Limited is Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands.

Represents ordinary shares held by Ocean Union Enterprises Limited.

Represents ordinary shares held by Oriental Holding Investment Limited in which Mr. Jinglei Hou has an indirect economic interest.

Represents ordinary shares held by Steady Prominent Limited in which Mr. Min Li has an indirect economic interest.

Represents ordinary shares held by Oriental Holding Investment Limited in which Mr. Shu Sun has an indirect economic interest.

Represents ordinary shares held by Oriental Holding Investment Limited in which Mr. David Peng Xu has an indirect economic interest.

Represents 685,281 ordinary shares and 241,429,735 preferred shares held by SVF XKI Subco (Singapore) Pte Ltd. SVF XKI Subco (Singapore) Pte Ltd. is indirectly wholly owned by SVF Holdings (UK) LLP. SoftBank Vision Fund L.P. is the managing member of SVF Holdings (UK) LLP. The manager of SoftBank Vision Fund L.P. is SB Investment Advisers (UK) Limited, which is ultimately wholly owned by SoftBank Group Corp. The general partner of SoftBank Vision Fund L.P. is SVF GP (Jersey) Limited, which is ultimately wholly owned by SoftBank Group Corp. The registered address of SVF XKI Subco (Singapore) Pte Ltd. is 138 Market Street #27-01A, Capitagreen, Singapore. All the ordinary shares and preferred shares held by SVF XKI Subco (Singapore) Pte Ltd. will be converted on a one-for-one basis into Class A ordinary shares immediately prior to the completion of this offering.

Represents 47,970,583 Series B-1 preferred shares, which are convertible into 143,911,749 ordinary shares at a conversion ratio of one-for-three, held by Uber International C.V. Uber International C.V. is wholly owned by Uber Technology, Inc., a company listed on the NYSE. The registered address of Uber International C.V. is Mr. Treublaan 7, 1097 DP, Amsterdam, Netherlands. The Series B-1 preferred shares held by Uber International C.V. will be converted into Class A ordinary shares on a one-for-three basis immediately prior to the completion of this offering.

Represents 299,949 ordinary shares and 75,477,831 preferred shares held by THL A11 Limited, and 1,290,104 preferred shares held by Tencent Growthfund Limited. Both THL A11 Limited and Tencent Growthfund Limited are wholly owned by Tencent Holdings Limited, a company listed on the Hong Kong Stock Exchange. The registered address of THL A11 Limited is Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands, and the registered address of Tencent Growthfund Limited is Walkers Corporate Services Limited, Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9005, Cayman Islands. All the ordinary shares and preferred shares held by THL A11 Limited and Tencent Growthfund Limited will be converted into Class A ordinary shares on a one-for-one basis immediately prior to the completion of this offering.

As of the date of this prospectus, we had 83,267,166 shares held by 90 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.
RELATED PARTY TRANSACTIONS

Contractual Arrangements with Our VIEs and Their Respective Shareholders

See "Corporate History and Structure."

Shareholders Agreement

See "Description of Share Capital — History of Securities Issuances."

Employment Agreements and Indemnification Agreements

See "Management — Employment Agreements and Indemnification Agreements."

Share Incentive Plan

See "Management — Share Incentive Plan."

Transactions with Our Shareholders

We have commercial arrangements with two of our shareholders in the ordinary course of our business, namely Alibaba and its subsidiaries, which we refer to as Alibaba Group, and Tencent and its subsidiaries, which we refer to as Tencent Group.

Transactions with Alibaba Group

We have commercial arrangements with Alibaba Group primarily related to ride hailing and enterprise solutions services within our China Mobility segment. After Alibaba Group creates an enterprise account, its employees can request business rides. Trip fares are recognized as our ride hailing revenue in the PRC. In addition, we also charge an enterprise solution service fee for our management services provided to Alibaba Group. The ride hailing and enterprise solution services we provide to Alibaba Group are conducted on an arm's-length basis with similar unrelated parties. All the revenues generated from Alibaba Group within our China Mobility segment accounted for less than 0.2% of our total revenues for each of three years ended December 31, 2018, 2019 and 2020, and for the three months ended March 31, 2021.

We also have commercial arrangement with Alibaba Group related to cloud communication services and information technology platform services. The costs and expenses related to these services that were provided to us accounted for less than 0.3% of our total costs and expenses for each of three years ended December 31, 2018, 2019 and 2020, and for the three months ended March 31, 2021.

Transactions with Tencent Group

We have commercial arrangements with Tencent Group mainly related to our ride hailing and enterprise solutions services, as well as online advertising services. After Tencent Group creates an enterprise account, its employees can request business rides. Trip fares are recognized as our ride hailing revenue in the PRC. In addition, we also charge an enterprise solution service fee for our management services provided to Tencent Group. We also provide online advertising services to Tencent Group. The services we provide to Tencent Group are conducted on an arm's-length basis with similar unrelated parties. All the revenues generated from Tencent Group within our China Mobility segment and our Other Initiative segment accounted for less than 0.1% of our total revenues for each of three years ended December 31, 2018, 2019 and 2020, and for the three months ended March 31, 2021.
We also have commercial arrangements with Tencent Group mainly related to payment processing services, colocation services and cloud communication services. The costs and expenses related to these services that were provided to us accounted for less than 0.7% of our total costs and expenses for each of three years ended December 31, 2018, 2019 and 2020, and for the three months ended March 31, 2021.

Transactions with SoftBank Group Corp.

SoftBank Group Corp. has made certain investments in some of our subsidiaries' financing transactions as detailed in "Description of Share Capital — History of Securities Issuances — Subsidiary Financings". We and SoftBank Corp. each made an accumulated investment amounting to JPY6,950 million (US$62.8 million) in Didi Mobility Japan Corporation. The agreements for SoftBank's investments in those financing transactions and in Didi Mobility Japan Corporation were negotiated on a fair value basis.

Transactions with Our Directors and Officers

We have provided loans to certain of our directors and officers. As of December 31, 2018, 2019 and 2020, the aggregate outstanding balance of these loans was RMB10.0 million, RMB18.7 million and RMB65.3 million (US$10.0 million), respectively. As of March 31, 2021, the aggregate outstanding balance of these loans was RMB44.4 million (US$6.8 million), which was fully repaid as of the date of this prospectus.
DESCRIPTION OF SHARE CAPITAL

We are a Cayman Islands exempted company incorporated with limited liability and our affairs are governed by our memorandum and articles of association, the Companies Act (As Revised) of the Cayman Islands, which we refer to as the Companies Act below, and the common law of the Cayman Islands.

As of the date hereof, our authorized share capital is US$50,000 divided into (i) 1,617,583,821 Ordinary Shares of par value US$0.00002 each, (ii) 12,180,250 Series A-1 preferred shares of par value US$0.00002, (iii) 9,145,501 Series A-2 preferred shares of par value US$0.00002, (iv) 10,668,884 Series A-3 preferred shares of par value US$0.00002 each, (v) 33,711,135 Series A-4 preferred shares of par value US$0.00002 each, (vi) 21,161,516 Series A-5 preferred shares of par value US$0.00002 each, (vii) 41,028,543 Series A-6 preferred shares of par value US$0.00002, (viii) 20,000,000 Series A-7 preferred shares of par value US$0.00002, (ix) 19,472,617 Series A-8 preferred shares of par value US$0.00002 each, (x) 4,868,156 Series A-9 preferred shares of par value US$0.00002 each, (xi) 24,340,774 Series A-10 preferred shares of par value US$0.00002 each, (xii) 27,045,302 Series A-11 preferred shares of par value US$0.00002 each, (xiii) 14,401,625 Series A-12 preferred shares of par value US$0.00002 each, (xiv) 20,915,034 Series A-13 preferred shares of par value US$0.00002 each, (xv) 17,777,778 Series A-14 preferred shares of par value US$0.00002 each, (xvi) 54,592,596 Series A-15 preferred shares of par value US$0.00002 each, (xvii) 12,756,674 Series A-16 preferred shares of par value US$0.00002 each, (xviii) 116,676,790 Series A-17 preferred shares of par value US$0.00002 each, (xix) 117,717,535 Series A-18 preferred shares of par value US$0.00002 each, (xx) 58,530,879 Series B-1 preferred shares of par value US$0.00002 each, and (xxi) 245,424,790 Series B-2 preferred shares of par value US$0.00002 each.


Immediately prior to the completion of this offering, our authorized share capital will be changed into US$100,000 divided into 5,000,000,000 shares comprising of (i) 4,000,000,000 Class A ordinary shares of a par value of US$0.00002 each, (ii) 500,000,000 Class B ordinary shares of a par value of US$0.00002, and (iii) 500,000,000 shares of a par value of US$0.00002 each of such class or classes (however designated) as the board of directors may determine in accordance with our post-offering memorandum and articles of association. Immediately prior to the completion of this offering, (i) ordinary shares held by Class A ordinary shares held by will be converted into, and/or re-designated and re-classified as, Class B ordinary shares on a one-for-one basis, (ii) all of our remaining issued and outstanding ordinary shares and authorized and unissued ordinary shares will be converted into, and/or re-designated and re-classified as, Class A ordinary shares on a one-for-one basis, and (iii) all of our issued and outstanding Class B-1 preferred shares will be converted into, and/or re-designated and re-classified as, Class A ordinary shares on a one-for-one basis and all of our other issued and outstanding shares will be converted into, and/or re-designated and re-classified as, Class A ordinary shares on a one-for-one basis [and following such conversion and/or re-designation, we will have Class A ordinary shares issued and outstanding and Class B ordinary shares issued and outstanding]. Following completion of this offering, we
Our Post-Offering Memorandum and Articles of Association

We will adopt the eleventh amended and restated memorandum and articles of association, which will become effective and replace our current tenth memorandum and articles of association in its entirety immediately prior to the completion of this offering. The following are summaries of material provisions of the post-offering memorandum and articles of association and of the Companies Act, insofar as they relate to the material terms of our ordinary shares.

Objects of Our Company. Under our post-offering memorandum and articles of association, the objects of our company are unrestricted and we have the full power and authority to carry out any object not prohibited by the Cayman Islands law.

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

Conversion. Class B ordinary shares may be converted into the same number of Class A ordinary shares by the holders thereof at any time, while Class A ordinary shares cannot be converted into Class B ordinary shares under any circumstances. Upon any sale, transfer, assignment or disposition of Class B ordinary shares by a holder thereof to any person other than the Core Management Members or a Core Management Member's Affiliate, as defined in our post-offering memorandum and articles of association, or upon a change of control of the ultimate beneficial ownership of any Class B ordinary share to any person who is not a Core Management Member or a Core Management Member's Affiliate, such Class B ordinary shares shall be automatically and immediately converted into the same number of Class A ordinary shares.

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

Voting Rights. Holders of Class A ordinary shares and Class B ordinary shares shall, at all times, vote together as one class on all matters submitted to a vote by the members at any general meeting of the Company. Each Class A ordinary share shall be entitled to one vote on all matters subject to the vote at general meetings of our company, and each Class B ordinary share shall be entitled to votes 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 present in person or by proxy.
An ordinary resolution to be passed at a meeting by the shareholders requires the affirmative vote of a simple majority of the votes attaching to the ordinary shares cast at a meeting, while a special resolution requires the affirmative vote of no less than two-thirds of the votes attaching to the ordinary shares cast at a meeting. A special resolution will be required for important matters such as a change of name or making changes to our post-offering memorandum and articles of association. Our shareholders may, among other things, sub-divide or consolidate our share capital by ordinary resolution.

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

Shareholders’ general meetings may be convened by a majority of our board of directors. Advance notice of at least ten calendar days is required for the convening of our annual general shareholders’ meeting (if any) and any other general meeting of our shareholders. A quorum required for any general meeting of shareholders consists of at least one shareholder present in person or by proxy, holding shares which carry in aggregate not less than one-third of all votes attaching to the issued and outstanding shares of our company entitled to vote at such general meeting.

The Companies Act provides shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company’s articles of association. Our post-offering memorandum and articles of association provide that upon the requisition of any one or more of our shareholders who together hold shares which carry 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, our board will convene an extraordinary general meeting and put the resolutions so requisitioned to a vote at such meeting. However, our post-offering memorandum and articles of association do not provide our shareholders with any right to put any proposals before annual general meetings or extraordinary general meetings not called by such shareholders.

**Transfer of Ordinary Shares.** Subject to the restrictions set out in our post-offering 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 ordinary shares;
- the instrument of transfer is properly stamped, if required;
- in the case of a transfer to joint holders, the number of joint holders to whom the ordinary share is to be transferred does not exceed four; and
- a fee of such maximum sum as the [NYSE/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 [NYSE/Nasdaq], be suspended and our register of members (shareholders) 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 of members closed for more than 30 days in any year as our board may determine.

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

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

Redemption, Repurchase and Surrender of Shares. We may issue shares on terms that such shares are subject to redemption, at our option or at the option of the holders of these shares, on such terms and in such manner as may be determined by our board of directors. Our company may also repurchase any of our shares on such terms and in such manner as have been approved by our board of directors or by an ordinary resolution of our shareholders. Under the Companies Act, the redemption or repurchase of any share may be paid out of our Company's profits or out of the proceeds of a new issue of shares made for the purpose of such redemption or repurchase, or out of capital (including share premium account and capital redemption reserve) if our company can, immediately following such payment, pay its debts as they fall due in the ordinary course of business. In addition, under the Companies Act no such share may be redeemed or repurchased (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. Whenever the capital of our company is divided into different classes of shares, the rights attached to any such class may, subject to any rights or restrictions attached to any class, be materially adversely varied with the consent in writing of the holders of [two-thirds] of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. The rights attached to or otherwise conferred upon the holders of the shares of any class issued with preferred or other rights shall not, subject to any rights or restrictions attached to the shares of that class, be deemed to be materially adversely varied by the creation, allotment or issue of further shares ranking pari passu with or subsequent to them or the redemption or purchase of any shares of any class by our company. The rights of the holders of shares shall not be deemed to be materially adversely varied by the creation or issue of shares with preferred or other rights including, without limitation, the creation of shares with enhanced or weighted voting rights.

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

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

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

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

**Inspection of Books and Records.** Holders of our ordinary shares will have no general right under Cayman Islands law to inspect or obtain copies of our list of shareholders or our corporate records (other than our memorandum and articles of association, special resolutions of our shareholders, and our register of mortgages and charges). However, we will provide our shareholders with annual audited financial statements. See "Where You Can Find Additional Information."

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

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

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

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

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

• may register as a segregated portfolio company.

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

Exclusive Forum. Unless we consent in writing to the selection of an alternative forum, the United States District Court for the Southern District of New York (or, if the United States District Court for the Southern District of New York lacks subject matter jurisdiction over a particular dispute, the state courts in New York County, New York) shall be the exclusive forum within the United States for the resolution of any complaint asserting a cause of action arising out of or relating in any way to the federal securities laws of the United States, regardless of whether such legal suit, action, or proceeding also involves parties other than us. Any person or entity purchasing or otherwise acquiring any share or other securities in our company, or purchasing or otherwise acquiring American depositary shares issued pursuant to deposit agreements, shall be deemed to have notice of and consented to this provision of our post-offering memorandum and articles of association. Without prejudice to the foregoing, if the provision in this article is held to be illegal, invalid or unenforceable under applicable law, the legality, validity or enforceability of the rest of our articles of association shall not be affected and this article shall be interpreted and construed to the maximum extent possible to apply in the relevant jurisdiction with whatever modification or deletion may be necessary so as best to give effect to our intention.

Differences in Corporate Law

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

Mergers and Similar Arrangements. The Companies Act permits mergers and consolidations between Cayman Islands companies and between Cayman Islands companies and non-Cayman Islands companies. For these purposes, (i) "merger" means the merging of two or more constituent companies and the vesting of their undertaking, property and liabilities in one of such companies as the surviving company, and (ii) a "consolidation" means the combination of two or more constituent companies into a consolidated company and the vesting of the undertaking, property and liabilities of such companies to the consolidated company. In order to effect such a merger or consolidation, the directors of each constituent company must approve a written plan of merger or consolidation, which must then be authorized by (a) a special resolution of the shareholders of each constituent company, and (b) such other authorization, if any, as may be specified in such constituent company's articles of association. The written plan of merger or consolidation must be filed with the Registrar of Companies of the Cayman Islands together with a declaration as to the solvency of the surviving or consolidated company, a list of the assets and liabilities of each constituent company and an undertaking that a copy of the certificate of merger or consolidation will be given to the members and creditors of each constituent company and that notification of the merger or consolidation will be published in the Cayman Islands Gazette. Court approval is not required for a merger or consolidation which is effected in compliance with these statutory procedures.
A merger between a Cayman parent company and its Cayman subsidiary or subsidiaries does not require authorization by a resolution of shareholders of that Cayman subsidiary if a copy of the plan of merger is given to every member of that Cayman subsidiary to be merged unless that member agrees otherwise. For this purpose a company is a "parent" of a subsidiary if it holds issued shares that together represent at least 90% of the votes at a general meeting of the subsidiary.

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

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

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

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

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

If an arrangement and reconstruction by way of scheme of arrangement is thus approved and sanctioned, or if a tender offer is made and accepted in accordance with the foregoing statutory procedures, a dissenting shareholder would have no rights comparable to appraisal rights, which would otherwise ordinarily be available to dissenting shareholders of Delaware corporations, providing rights to receive payment in cash for the judicially determined value of the shares.
Shareholders' Suits. In principle, we will normally be the proper plaintiff to sue for a wrong done to us as a company, and as a general rule a derivative action may not be brought by a minority shareholder. However, based on English authorities, which would in all likelihood be of persuasive authority in the Cayman Islands, the Cayman Islands court can be expected to follow and apply the common law principles (namely the rule in Foss v. Harbottle and the exceptions thereto) so that a non-controlling shareholder may be permitted to commence a class action against or derivative actions in the name of our company to challenge:

- an act which is illegal or ultra vires (and is therefore incapable of ratification by the shareholders);
- an act which, although not ultra vires, could only be effected duly if authorized by a qualified (or special) majority (i.e. more than a simple majority) vote that has not been obtained; and
- an act where those who control the company are perpetrating a "fraud against 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 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, wilful default or fraud, in or about the conduct of our company's business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, including, without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such director or officer in defending (whether successfully or otherwise) any civil proceedings concerning our company or its affairs in any court whether in the Cayman Islands or elsewhere. This standard of conduct is generally the same as permitted under the Delaware General Corporation Law for a Delaware corporation.

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

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

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

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

Shareholder Action by Written Consent. Under the Delaware General Corporation Law, a corporation may eliminate the right of shareholders to act by written consent by amendment to its certificate of incorporation.

Cayman Islands law and our post-offering memorandum and articles of association provide that our shareholders may approve corporate matters by way of a unanimous written resolution signed by or on behalf of each shareholder who would have been entitled to vote on such matter at a general meeting without a meeting being held.

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

The Companies Act provides shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's articles of association. Our post-offering memorandum and articles of association allow any one or more of our shareholders holding shares which carry in aggregate not less than one-third of the total number of votes attaching to all 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 memorandum and articles of association do not provide our shareholders with any other right to put proposals before annual general meetings or extraordinary general meetings. As a Cayman Islands exempted company, we are not obliged by law to call shareholders' annual general meetings.

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

**Removal of Directors.** Under the Delaware General Corporation Law, a director of a corporation with a classified board may be removed only for cause with the approval of a majority of the issued and outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under our post-offering memorandum and articles of association, directors may be removed with or without cause, by an ordinary resolution of our shareholders. An appointment of a director may be on terms that the director shall automatically retire from office (unless he has sooner vacated office) at the next or a subsequent annual general meeting or upon any specified event or after any specified period in a written agreement between the company and the director, if any; but no such term shall be implied in the absence of express provision. 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) dies or is found to be or becomes of unsound mind; (iii) resigns his office by notice in writing; (iv) without special leave of absence from our board, is absent from meetings of our board for Maple's: four consecutive meetings and our board resolves that his office be vacated; or (v) is removed from office pursuant to any other provision of our articles of association.

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

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

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

Under the Companies Act, a Cayman Islands 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.

**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 our post-offering memorandum and articles of association, if our share capital is divided into more than one class of shares, the rights attached to any such class may, subject to any rights or restrictions for the time being attached to any class, only be materially adversely varied with the [consent in writing of the holders of [two-thirds] of the issued shares of that class or with the sanction of a special resolution] passed at a separate meeting of the holders of the shares of that class. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall, subject to any rights or restrictions for the time being attached to the shares of that class, be deemed to be materially adversely varied by the creation, allotment or issue of further shares ranking pari passu with or subsequent to them or the redemption or purchase of any shares of any class by our company. The rights of the holders of shares shall not be deemed to be materially adversely varied by the creation or issue of shares with preferred or other rights including, without limitation, the creation of shares with enhanced or weighted voting rights.

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

**Rights of Non-resident or Foreign Shareholders.** There are no limitations imposed by our post-offering memorandum and articles of association on the rights of non-resident or foreign shareholders to hold or exercise voting rights on our shares. In addition, there are no provisions in our post-offering memorandum and articles of association that require our company to disclose shareholder ownership above any particular ownership threshold.

**History of Securities Issuances**

The following is a summary of our securities issuances and repurchases in the past three years.

**Ordinary Shares**

In February 2018, April 2020, April 2021 and May 2021, we issued an aggregate of 104,606,809 ordinary shares to Steady Prominent Limited, Oriental Holding Investment Limited and New Amigo Holding Limited, which hold ordinary shares as trustees for the benefit of certain directors, executive officers and employees of our company, in connection with the exercise of options granted under the Plan. In February 2018, we issued 72,924 ordinary shares to AME Cloud Services, LLC.

**Series A-11 Preferred Shares**

In December 2018, we issued a total of 4,507,550 Series A-11 preferred shares to CD Mobile Transport Limited for a total consideration of US$10.0 million pursuant to CD Mobile Transport Limited’s exercise in full of a warrant we had previously issued to it in connection with our Series C funding round.
Series B-2 Preferred Shares


Share Repurchases

In January and December 2018, April 2020, March 2021, April 2021 and May 2021, we repurchased an aggregate of 18,265,331 shares from our existing shareholders.

Subsidiary Financings

Certain of our subsidiaries have issued securities in the past three years in the course of their fundraising activities. Latest valuation information below is calculated by multiplying the per share price in a subsidiary’s latest financing activity by the number of shares currently outstanding of such subsidiary. Pursuant to the terms of such securities issuances, we may be obliged to redeem certain of the securities issued by our subsidiaries for cash and/or shares in our company. The following is a summary of our obligations.

Chengxin Preferred Shares and Convertible Note

In March 2021, our subsidiary that is engaged in our community group buying business, Chengxin Technology Inc., a Cayman Islands exempted company, or Chengxin, issued, in connection with its Series A-1 and A-2 funding rounds, (i) its Series A-1 preferred shares to SVF II Staples Subco (Singapore) Pte Ltd, an investment entity controlled by Softbank Group Corp., and certain other investors for a total consideration of US$0.9 billion, (ii) Series A-2 preferred shares to an investment entity held by certain members of our senior management, for a total consideration of US$200.0 million, and (iii) a zero-coupon convertible note due 2028 in the aggregate principal amount of US$3.0 billion to us. To finance the purchase of its Chengxin A-2 preferred shares, the management investment entity entered into secured term loans with Chengxin's A-1-round investors for a total of US$160.0 million, which was fully drawn down upon on the same date. In April and May 2021, Chengxin issued additional Series A-1 preferred shares to certain investors for a total consideration of US$0.1 billion. Chengxin's latest valuation is US$1.8 billion. We currently hold 32.8% of the total equity interests in Chengxin, and have the right to convert the Chengxin A-2 convertible note into Chengxin A-2 preferred shares to obtain additional equity interests.

We may exercise our conversion right on the Chengxin A-2 convertible note at any time during the period between the first anniversary of the closing of the Series A-1 and A-2 funding rounds to the maturity of the Chengxin A-2 convertible note. Further, our conversion right will be automatically exercised in full upon certain events, including a change of control (such as by merger or asset sale under certain conditions) or the consummation of a qualified IPO of Chengxin.

Additionally, we have entered into a shareholders agreement with Chengxin and Chengxin's A-1- and A-2-round investors, pursuant to which Chengxin's A-1- and A-2-round investors have the right, exercisable under certain limited circumstances, such as if Chengxin does not consummate a qualified IPO within five years of the closing of its Series A funding round, to exchange all or part of their Chengxin preferred shares into shares in our company with the class of any such shares to be fixed at the time of exchange. The ratio at which the Chengxin preferred shares will be exchanged into shares in our company will be determined based on the fair market value of each of our ordinary shares and the Chengxin preferred shares, as determined by an independent third-party.
valuation firm at the time the exchange right is exercised by the applicable investors. We have a call right to purchase up to all of the Chengxin A-1 preferred shares at any time between the third and fifth anniversary of the closing of the Series A-1 and A-2 funding rounds at a purchase price to be determined according to pre-agreed pricing formula.

As a result of the A-1 and A-2 funding rounds, we ceased to hold a majority of the outstanding shares of Chengxin and we have accordingly deconsolidated Chengxin from our results of operation after March 30, 2021.

**Soda Series A Preferred Shares**

From February to July 2020, our subsidiary that is engaged in the bike and e-bike sharing business, Soda Technology Inc., a Cayman Islands exempted company, or Soda, issued, in connection with its Series A funding round, (i) Series A-1 preferred shares to Cayman Soda Limited, an investment entity controlled by Softbank Group Corp., and certain other investors for a total consideration of US$134.0 million, and (ii) Series A-2 preferred shares to us for a total consideration of US$750.0 million.

In connection with the Soda Series A funding round, we granted Cayman Soda Limited a one-off exit right with respect to its Soda A-1 preferred shares, exercisable upon the third anniversary of the closing of Cayman Soda Limited’s subscription for its Soda A-1 preferred shares, or upon the earliest occurrence of certain other exit events on or before the fifth anniversary of the closing of Cayman Soda Limited’s subscription for its Soda A-1 preferred shares, including a change of control (such as by merger or asset sale under certain conditions) or the registered public offering by Soda of its ordinary shares. If Cayman Soda Limited exercises its exit right, we will be obliged to repurchase the Soda A-1 preferred shares it holds at the time of the applicable exit event (or, if the exit event is an IPO of Soda, pay pursuant to a true-up mechanism), with cash and/or our equity securities (which shall be our ordinary shares if we have consummated this offering at the time the exit right is exercised), with the amount of cash and/or shares to be determined according to pre-agreed pricing formula. In addition, we have also granted certain of Soda’s Series A investors (other than Cayman Soda Limited) a one-off exit right, exercisable if we cease to own 50% of the Soda shares we held at the time the closing of the applicable investor’s subscription, or if Soda has not consummated a qualified IPO by the fifth anniversary of the closing of the applicable investor’s subscription, subject to certain exceptions. If such investors exercise their exit right, we will be obliged to repurchase their Soda A-1 preferred shares in cash at a purchase price to be determined according to pre-agreed pricing formula.

The amount of cash and/or number of our equity securities (which shall be our ordinary shares if we have consummated this offering at the time the exit right is exercised) that may be paid and/or issued upon the exercise of Soda’s Series A investors’ exit rights are not determinable at this time and will depend, among others, on the extent to which Cayman Soda Limited elects to exchange its Soda A-1 preferred shares for cash and/or our equity securities (which shall be our ordinary shares if we have consummated this offering at the time the exit right is exercised), as well as the value ascribed to the Soda Series A preferred shares held by Soda’s Series A investors at the time of and by the applicable exit event.

**Soda Series B Preferred Shares and Convertible Notes**

In the first quarter of 2021, Soda agreed to issue, in connection with its Series B funding round, (i) Series B-1 preferred shares to certain investors for a total consideration of US$166.0 million, (ii) Series B-2 preferred shares to us for a total consideration of US$300.0 million, and (iii) convertible notes in the aggregate principal amount of US$100.0 million. Soda’s latest valuation is US$1.9 billion, and we currently hold 88.3% of its total equity interests.
We have agreed to grant certain Soda Series B investors a one-off exit right with respect to its Soda B-1 preferred shares and Soda B-1 convertible notes, exercisable upon the earliest occurrence of certain exit events before the fourth or fifth anniversaries of the closing of their respective subscription for its Soda Series B securities, including a change of control (such as by merger or asset sale under certain conditions) or the consummation of an IPO of Soda. If the applicable investor exercises its exit right, we will be obliged to repurchase in cash the Soda B-1 preferred shares and Soda B-1 convertible notes it holds at the time of the exit event at a purchase price to be determined according to pre-agreed pricing formula.

Voyager Preferred Shares

In February and October 2020, our subsidiary that is engaged in the development and commercialization of autonomous vehicles, Voyager Group Inc., a Cayman Islands exempted company, or Voyager, issued, in connection with its Series A funding round, Series A preferred shares to SVF II Voyager (Singapore) Pte. Ltd., an entity controlled by Softbank Group Corp., certain other investors and us for a total consideration of US$525.0 million. Voyager's latest valuation is US$3.4 billion and we currently hold 70.4% of its total equity interests.

DiDi Freight Private Financing

In the first quarter of 2021, our subsidiary that provides intra-city freight services, City Puzzle Holdings Limited, also raised funds through private financing. Its latest valuation is US$2.8 billion, and we currently hold 57.6% of its total equity interests.

Investment Portfolio

In addition to independent financing for our subsidiaries, we also invest in minority interests externally. Our important investment portfolio includes our minority interest investment in Grab and Lyft.

Shareholders Agreement and Right of First Refusal and Co-sale Agreement

We entered into an amended and restated shareholders agreement on August 9, 2019 and an amended and restated right of first refusal and co-sale agreement on April 28, 2017, with our shareholders, consisting of holders of ordinary shares and holders of our preferred shares. The amended and restated shareholders agreement provides for certain shareholders’ rights, including preemptive rights, information and inspection rights, protective provisions, and contains provisions governing our board of directors and other corporate governance matters. Except for the registration rights, all these special rights, as well as the corporate governance provisions, will automatically terminate upon the completion of this offering. The amended and restated right of first refusal and co-sale agreement will automatically terminate upon the completion of this offering.

Registration Rights

Pursuant to our current shareholders agreement, we have granted certain registration rights to our shareholders. Set forth below is a description of the registration rights granted under the agreement.

Demand Registration Rights. At any time following six months after the closing of our initial public offering, holders of registrable securities may request in writing that we effect the registration of the registrable securities under the Securities Act where the anticipated aggregate offering price is in excess of US$400 million. Upon such a request, we shall promptly give notice of such requested registration to all other holders of registrable securities and thereupon shall use reasonable best efforts to effect, as soon as possible, the registration under the Securities Act of (i) all registrable securities for which the requesting shareholders has requested registration and

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(ii) all other registrable securities as those requested to be registered by the other shareholders who requested to us in writing within 15 days after our delivery of written notice of the requested registration. We are not obligated to effect more than a total of three demand registrations and in no event shall we be required to effect more than one demand registration within any six-month period.

**Piggyback Registration Rights.** If, at any time following our initial public offering, we propose to file a registration statement for a public offering of our securities under the Securities Act, we shall give each holder of the registrable securities a written notice of such registration, and upon the written request of any holder given within 15 days after the delivery of such notice, we shall use commercially reasonable efforts to effect the registration under the Securities Act of all registrable securities that have been so requested to register by all such shareholders. Holders of registrable securities may make unlimited number of requests to register registrable securities under this piggyback registration.

**Form F-3 Registration Rights.** If we are eligible to use a Form F-3 registration statement, holders of at least 30% of our voting power of the then outstanding registrable securities have the right to demand in writing to file a registration on Form F-3. We are not obligated to effect such registration if, among other things, (i) the anticipated aggregate offering price is less than US$2 million, or (ii) we have already effected a registration in the six month period preceding the date of the request.

**Expenses of Registration.** We will bear all registration expenses, other than underwriting discounts and selling commissions, incurred in connection with any demand, piggyback or F-3 registration.

**Termination of Obligations.** The registration rights set forth above shall terminate on the earlier of (i) three years of the closing this initial public offering and (ii) with respect to the registrable securities, the date when the holder of such registrable securities may sell such registrable securities under Rule 144 of the Securities Act within a 90-day period.
DESCRIPTION OF AMERICAN DEPOSITARY SHARES

American Depositary Shares

Deutsche Bank Trust Company Americas, as depositary, will register and deliver the ADSs. Each ADS will represent ownership of Class A ordinary shares, deposited with Deutsche Bank AG, Hong Kong Branch, as custodian for the depositary. Each ADS will also represent ownership of any other securities, cash or other property which may be held by the depositary. The depositary’s corporate trust office at which the ADSs will be administered is located at 60 Wall Street, New York, NY 10005, USA. The principal executive office of the depositary is located at 60 Wall Street, New York, NY 10005, USA.

The Direct Registration System, or DRS, is a system administered by The Depository Trust Company, or DTC, pursuant to which the depositary may register the ownership of uncertificated ADSs, which ownership shall be evidenced by periodic statements issued by the depositary to the ADS holders entitled thereto.

We will not treat ADS holders as our shareholders and accordingly, you, as an ADS holder, will not have shareholder rights. Cayman Islands law governs shareholder rights. The depositary will be the holder of the Class A ordinary shares underlying your ADSs. As a holder of ADSs, you will have ADS holder rights. A deposit agreement among us, the depositary and you, as an ADS holder, and the beneficial owners of ADSs sets out ADS holder rights as well as the rights and obligations of the depositary. The laws of the State of New York govern the deposit agreement and the ADSs. See “— Jurisdiction and Arbitration.”

The following is a summary of the material provisions of the deposit agreement. For more complete information, you should read the entire deposit agreement and the form of American Depositary Receipt. For directions on how to obtain copies of those documents, see "Where You Can Find Additional Information."

Holding the ADSs

How will you hold your ADSs?

You may hold ADSs either (1) directly (a) by having an American Depositary Receipt, or ADR, which is a certificate evidencing a specific number of ADSs, registered in your name, or (b) by holding ADSs in DRS, or (2) indirectly through your broker or other financial institution. If you hold ADSs directly, you are an ADS holder. This description assumes you hold your ADSs directly. ADSs will be issued through DRS, unless you specifically request certificated ADRs. If you hold the ADSs indirectly, you must rely on the procedures of your broker or other financial institution to assert the rights of ADS holders described in this section. You should consult with your broker or financial institution to find out what those procedures are.

Dividends and Other Distributions

How will you receive dividends and other distributions on the shares?

The depositary has agreed to pay you the cash dividends or other distributions it or the custodian receives on Class A ordinary shares or other deposited securities, after deducting its fees and expenses. You will receive these distributions in proportion to the number of Class A ordinary shares your ADSs represent as of the record date (which will be as close as practicable to the record date for our Class A ordinary shares) set by the depositary with respect to the ADSs.

* Cash. The depositary will convert or cause to be converted any cash dividend or other cash distribution we pay on the Class A ordinary shares or any net proceeds from the sale of any Class A ordinary shares, rights, securities or other entitlements under the terms of the
deposit agreement into U.S. dollars if it can do so on a practicable basis and can transfer the U.S. dollars to the United States, and will
distribute promptly the amount thus received. If the depositary shall determine in its judgment that such conversions or transfers are
not practical or lawful or if any government approval or license is needed and cannot be obtained at a reasonable cost within a
reasonable period or otherwise sought, the deposit agreement allows the depositary to distribute the foreign currency only to those
ADS holders to whom it is possible to do so. It will hold or cause the custodian to hold the foreign currency it cannot convert for
the account of the ADS holders who have not been paid and such funds will be held for the respective accounts of the ADS holders. It will
not invest the foreign currency and it will not be liable for any interest for the respective accounts of the ADS holders.

• Before making a distribution, any taxes or other governmental charges, together with fees and expenses of the depositary that must be
paid, will be deducted. See “Taxation.” It will distribute only whole U.S. dollars and cents and will round down fractional cents to the
nearest whole cent. If the exchange rates fluctuate during a time when the depositary cannot convert the foreign currency, you may
lose some or all of the value of the distribution.

* Shares. For any Class A ordinary shares we distribute as a dividend or free distribution, either (1) the depositary will distribute
additional ADSs representing such Class A ordinary shares or (2) existing ADSs as of the applicable record date will represent rights
and interests in the additional Class A ordinary shares distributed, to the extent reasonably practicable and permissible under law, in
either case, net of applicable fees, charges and expenses incurred by the depositary and taxes and/or other governmental charges.
The depositary will only distribute whole ADSs. It will try to sell Class A ordinary shares which would require it to deliver a fractional
ADS and distribute the net proceeds in the same way as it does with cash. The depositary may sell a portion of the distributed Class A
ordinary shares sufficient to pay its fees and expenses, and any taxes and governmental charges, in connection with that distribution.

* Elective Distributions in Cash or Shares. If we offer holders of our Class A ordinary shares the option to receive dividends in either
cash or shares, the depositary, after consultation with us and having received timely notice as described in the deposit agreement of
such elective distribution by us, has discretion to determine to what extent such elective distribution will be made available to you as a
holder of the ADSs. We must first timely instruct the depositary to make such elective distribution available to you and furnish it with
satisfactory evidence that it is legal to do so. The depositary could decide it is not legal or reasonably practicable to make such elective
distribution available to you. In such case, the depositary shall, on the basis of the same determination as is made in respect of the
Class A ordinary shares for which no election is made, distribute either cash in the same way as it does in a cash distribution, or
additional ADSs representing Class A ordinary shares in the same way as it does in a share distribution. The depositary is not
obligated to make available to you a method to receive the elective dividend in shares rather than in ADSs. There can be no assurance
that you will be given the opportunity to receive elective distributions on the same terms and conditions as the holders of Class A
ordinary shares.

* Rights to Purchase Additional Shares. If we offer holders of our Class A ordinary shares any rights to subscribe for additional
shares, the depositary shall, having received timely notice as described in the deposit agreement of such distribution by us, consult
with us, and we must determine whether it is lawful and reasonably practicable to make these rights available to you. We must first
instruct the depositary to make such rights available to you and furnish the depositary with satisfactory evidence that it is legal to do
so. If the depositary decides it is not legal or reasonably practicable to make the rights available but
that it is lawful and reasonably practicable to sell the rights, the depositary will endeavor to sell the rights and in a riskless principal capacity or otherwise, at such place and upon such terms (including public or private sale) as it may deem proper, distribute the net proceeds in the same way as it does with cash. The depositary will allow rights that are not distributed or sold to lapse. In that case, you will receive no value for them.

If the depositary makes rights available to you, it will establish procedures to distribute such rights and enable you to exercise the rights upon your payment of applicable fees, charges and expenses incurred by the depositary and taxes and/or other governmental charges. The Depositary shall not be obliged to make available to you a method to exercise such rights to subscribe for Class A ordinary shares (rather than ADSs).

U.S. securities laws may restrict transfers and cancellation of the ADSs represented by Class A ordinary shares purchased upon exercise of rights. For example, you may not be able to trade these ADSs freely in the United States. In this case, the depositary may deliver restricted depositary shares that have the same terms as the ADSs described in this section except for changes needed to put the necessary restrictions in place.

There can be no assurance that you will be given the opportunity to exercise rights on the same terms and conditions as the holders of Class A ordinary shares or be able to exercise such rights.

• **Other Distributions.** Subject to receipt of timely notice, as described in the deposit agreement, from us with the request to make any such distribution available to you, and provided the depositary has determined such distribution is lawful and reasonably practicable and feasible and in accordance with the terms of the deposit agreement, the depositary will distribute to you anything else we distribute on deposited securities by any means it may deem practicable, upon your payment of applicable fees, charges and expenses incurred by the depositary and taxes and/or other governmental charges. If any of the conditions above are not met, the depositary will endeavor to sell, or cause to be sold, what we distributed and distribute the net proceeds in the same way as it does with cash; or, if it is unable to sell such property, the depositary may dispose of such property in any way it deems reasonably practicable under the circumstances for nominal or no consideration, such that you may have no rights to or arising from such property.

The depositary is not responsible if it decides that it is unlawful or impractical to make a distribution available to any ADS holders. We have no obligation to register ADSs, shares, rights or other securities under the Securities Act. We also have no obligation to take any other action to permit the distribution of ADSs, shares, rights or anything else to ADS holders. This means that you may not receive the distributions we make on our shares or any value for them if we and/or the depositary determines that it is illegal or not practicable for us or the depositary to make them available to you.

**Deposit, Withdrawal and Cancellation**

**How are ADSs issued?**

The depositary will deliver ADSs if you or your broker deposit Class A ordinary shares or evidence of rights to receive Class A ordinary shares with the custodian. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will register the appropriate number of ADSs in the names you request and will deliver the ADSs to or upon the order of the person or persons entitled thereto.

Except for Class A ordinary shares deposited by us in connection with this offering, no shares will be accepted for deposit during a period of 180 days after the date of this prospectus.
How do ADS holders cancel an American Depositary Share?

You may turn in your ADSs at the depositary's corporate trust office or by providing appropriate instructions to your broker. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will deliver the Class A ordinary shares and any other deposited securities underlying the ADSs to you or a person you designate at the office of the custodian. Or, at your request, risk and expense, the depositary will deliver the deposited securities at its corporate trust office, to the extent permitted by law.

How do ADS holders interchange between Certificated ADSs and Uncertificated ADSs?

You may surrender your ADR to the depositary for the purpose of exchanging your ADR for uncertificated ADSs. The depositary will cancel that ADR and will send you a statement confirming that you are the owner of uncertificated ADSs. Alternatively, upon receipt by the depositary of a proper instruction from a holder of uncertificated ADSs requesting the exchange of uncertificated ADSs for certificated ADSs, the depositary will execute and deliver to you an ADR evidencing those ADSs.

Voting Rights

How do you vote?

You may instruct the depositary to vote the Class A ordinary shares or other deposited securities underlying your ADSs at any meeting at which you are entitled to vote pursuant to any applicable law, the provisions of our memorandum and articles of association, and the provisions of or governing the deposited securities. Otherwise, you could exercise your right to vote directly if you withdraw the Class A ordinary shares. However, you may not know about the meeting sufficiently enough in advance to withdraw the Class A ordinary shares.

If we ask for your instructions and upon timely notice from us by regular, ordinary mail delivery, or by electronic transmission, as described in the deposit agreement, the depositary will notify you of the upcoming meeting at which you are entitled to vote pursuant to any applicable law, the provisions of our memorandum and articles of association, and the provisions of or governing the deposited securities. The depositary will only vote or attempt to vote as you instruct.

We cannot assure you that you will receive the voting materials in time to ensure that you can instruct the depositary to vote the Class A ordinary shares underlying your ADSs. In addition, there can be no assurance that ADS holders and beneficial owners generally, or any holder or beneficial owner in particular, will be given the opportunity to vote or cause the custodian to vote on the same
terms and conditions as the holders of our Class A ordinary shares. If we timely requested the depositary to solicit your instructions but no instructions are received by the depositary from an owner with respect to any of the deposited securities represented by the ADSs of that owner on or before the date established by the depositary for such purpose, the depositary shall deem that owner to have instructed the depositary to give a discretionary proxy to a person designated by us with respect to such deposited securities, and the depositary shall give a discretionary proxy to a person designated by us to vote such deposited securities. However, no such instruction shall be deemed given and no such discretionary proxy shall be given with respect to any matter if we inform the depositary we do not wish such proxy given, substantial opposition exists or the matter materially and adversely affects the rights of holders of the Class A ordinary shares.

The depositary and its agents are not responsible for failing to carry out voting instructions or for the manner of carrying out voting instructions. This means that you may not be able to exercise your right to vote and you may have no recourse if the Class A ordinary shares underlying your ADSs are not voted as you requested.

In order to give you a reasonable opportunity to instruct the depositary as to the exercise of voting rights relating to deposited securities, if we request the depositary to act, we will give the depositary notice of any such meeting and details concerning the matters to be voted at least [30] business days in advance of the meeting date.

Compliance with Regulations

Information Requests

Each ADS holder and beneficial owner shall (a) provide such information as we or the depositary may request pursuant to law, including, without limitation, relevant Cayman Islands law, any applicable law of the United States of America, our memorandum and articles of association, any resolutions of our Board of Directors adopted pursuant to such memorandum and articles of association, the requirements of any markets or exchanges upon which the Class A ordinary shares, ADSs or ADRs are listed or traded, or to any requirements of any electronic book-entry system by which the ADSs or ADRs may be transferred, regarding the capacity in which they own or owned ADRs, the identity of any other persons then or previously interested in such ADRs and the nature of such interest, and any other applicable matters, and (b) be bound by and subject to applicable provisions of the laws of the Cayman Islands, our memorandum and articles of association, and the requirements of any markets or exchanges upon which the ADSs, ADRs or Class A ordinary shares are listed or traded, or pursuant to any requirements of any electronic book-entry system by which the ADSs, ADRs or Class A ordinary shares may be transferred, to the same extent as if such ADS holder or beneficial owner held Class A ordinary shares directly, in each case irrespective of whether or not they are ADS holders or beneficial owners at the time such request is made.

Disclosure of Interests

Each ADS holder and beneficial owner shall comply with our requests pursuant to Cayman Islands law, the rules and requirements of the [NYSE/Nasdaq] and any other stock exchange on which the Class A ordinary shares are, or will be, registered, traded or listed or our memorandum and articles of association, which requests are made to provide information, inter alia, as to the capacity in which such ADS holder or beneficial owner owns ADS and regarding the identity of any other person interested in such ADS and the nature of such interest and various other matters, whether or not they are ADS holders or beneficial owners at the time of such requests.
As an ADS holder, you will be required to pay the following service fees to the depositary bank and certain taxes and governmental charges (in addition to any applicable fees, expenses, taxes and other governmental charges payable on the deposited securities represented by any of your ADSs):

<table>
<thead>
<tr>
<th>Service</th>
<th>Fees</th>
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<tbody>
<tr>
<td>To any person to which ADSs are issued or to any person to which a distribution is made in respect of ADS distributions pursuant to stock dividends or other free distributions of stock, bonus distributions, stock splits or other distributions (except where converted to cash)</td>
<td>Up to US$0.05 per ADS issued</td>
</tr>
<tr>
<td>Cancellation of ADSs, including in the case of termination of the deposit agreement</td>
<td>Up to US$0.05 per ADS cancelled</td>
</tr>
<tr>
<td>Distribution of cash dividends</td>
<td>Up to US$0.05 per ADS held</td>
</tr>
<tr>
<td>Distribution of cash entitlements (other than cash dividends) and/or cash proceeds from the sale of rights, securities and other entitlements</td>
<td>Up to US$0.05 per ADS held</td>
</tr>
<tr>
<td>Distribution of ADSs pursuant to exercise of rights.</td>
<td>Up to US$0.05 per ADS held</td>
</tr>
<tr>
<td>Distribution of securities other than ADSs or rights to purchase additional ADSs</td>
<td>Up to US$0.05 per ADS held</td>
</tr>
<tr>
<td>Depositary services</td>
<td>Up to US$0.05 per ADS held on the applicable record date(s) established by the depositary bank</td>
</tr>
</tbody>
</table>

As an ADS holder, you will also be responsible for paying certain fees and expenses incurred by the depositary bank and certain taxes and governmental charges (in addition to any applicable fees, expenses, taxes and other governmental charges payable on the deposited securities represented by any of your ADSs) such as:

- Fees for the transfer and registration of Class A ordinary shares charged by the registrar and transfer agent for the Class A ordinary shares in the Cayman Islands (i.e., upon deposit and withdrawal of Class A ordinary shares).
- Expenses incurred for converting foreign currency into U.S. dollars.
- Expenses for cable, telex and fax transmissions and for delivery of securities.
- Taxes and duties upon the transfer of securities, including any applicable stamp duties, any stock transfer charges or withholding taxes (i.e., when Class A ordinary shares are deposited or withdrawn from deposit).
- Fees and expenses incurred in connection with the delivery or servicing of Class A ordinary shares on deposit.
- Fees and expenses incurred in connection with complying with exchange control regulations and other regulatory requirements applicable to Class A ordinary shares, deposited securities, ADSs and ADRs.
The depositary fees payable upon the issuance and cancellation of ADSs are typically paid to the depositary bank by the brokers (on behalf of their clients) receiving the newly issued ADSs from the depositary bank and by the brokers (on behalf of their clients) delivering the ADSs to the depositary bank for cancellation. The brokers in turn charge these fees to their clients. Depositary fees payable in connection with distributions of cash or securities to ADS holders and the depositary services fee are charged by the depositary bank to the holders of record of ADSs as of the applicable ADS record date.

The depositary fees payable for cash distributions are generally deducted from the cash being distributed or by selling a portion of distributable property to pay the fees. In the case of distributions other than cash (i.e., share dividends, rights), the depositary bank charges the applicable fee to the ADS record date holders concurrent with the distribution. In the case of ADSs registered in the name of the investor (whether certificated or uncertificated in direct registration), the depositary bank sends invoices to the applicable record date ADS holders. In the case of ADSs held in brokerage and custodian accounts (via DTC), the depositary bank generally collects its fees through the systems provided by DTC (whose nominee is the registered holder of the ADSs held in DTC) from the brokers and custodians holding ADSs in their DTC accounts. The brokers and custodians who hold their clients’ ADSs in DTC accounts in turn charge their clients’ accounts the amount of the fees paid to the depositary banks.

In the event of refusal to pay the depositary fees, the depositary bank may, under the terms of the deposit agreement, refuse the requested service until payment is received or may set off the amount of the depositary fees from any distribution to be made to the ADS holder.

The depositary may make payments to us or reimburse us for certain costs and expenses, by making available a portion of the ADS fees collected in respect of the ADR program or otherwise, upon such terms and conditions as we and the depositary bank agree from time to time.

Payment of Taxes

You will be responsible for any taxes or other governmental charges payable, or which become payable, on your ADSs or on the deposited securities represented by any of your ADSs. The depositary may refuse to register or transfer your ADSs or allow you to withdraw the deposited securities represented by your ADSs until such taxes or other charges are paid. It may apply payments owed to you or sell deposited securities represented by your ADSs to pay any taxes owed and you will remain liable for any deficiency. If the depositary sells deposited securities, it will, if appropriate, reduce the number of ADSs to reflect the sale and pay you any net proceeds, or send you any property, remaining after it has paid the taxes. You agree to indemnify us, the depositary, the custodian and each of our and their respective agents, directors, employees and affiliates for, and hold each of them harmless from, any claims with respect to taxes (including applicable interest and penalties thereon) arising from any refund of taxes, reduced rate of withholding at source or other tax benefit obtained for you. Your obligations under this paragraph shall survive any transfer of ADRs, any surrender of ADRs and withdrawal of deposited securities or the termination of the deposit agreement.

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Reclassifications, Recapitalizations and Mergers

<table>
<thead>
<tr>
<th>If we:</th>
<th>Then:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change the nominal or par value of our Class A ordinary shares</td>
<td>The cash, shares or other securities received by the depositary will become deposited securities.</td>
</tr>
<tr>
<td>Reclassify, split up or consolidate any of the deposited securities</td>
<td>Each ADS will automatically represent its equal share of the new deposited securities.</td>
</tr>
<tr>
<td>Distribute securities on the Class A ordinary shares that are not distributed to you, or recapitalize, reorganize, merge, liquidate, sell all or substantially all of our assets, or take any similar action</td>
<td>The depositary may distribute some or all of the cash, shares or other securities it received. It may also deliver new ADSs or ask you to surrender your outstanding ADRs in exchange for new ADRs identifying the new deposited securities.</td>
</tr>
</tbody>
</table>

Amendment and Termination

How may the deposit agreement be amended?

We may agree with the depositary to amend the deposit agreement and the form of ADR without your consent for any reason. If an amendment adds or increases fees or charges, except for taxes and other governmental charges or expenses of the depositary for registration fees, facsimile costs, delivery charges or similar items, including expenses incurred in connection with foreign exchange control regulations and other charges specifically payable by ADS holders under the deposit agreement, or materially prejudices a substantial existing right of ADS holders, it will not become effective for outstanding ADSs until 30 days after the depositary notifies ADS holders of the amendment. At the time an amendment becomes effective, you are considered, by continuing to hold your ADSs, to agree to the amendment and to be bound by the ADRs and the deposit agreement as amended. If any new laws are adopted which would require the deposit agreement to be amended in order to comply therewith, we and the depositary may amend the deposit agreement in accordance with such laws and such amendment may become effective before notice thereof is given to ADS holders.

How may the deposit agreement be terminated?

The depositary will terminate the deposit agreement if we ask it to do so, in which case the depositary will give notice to you at least 90 days prior to termination. The depositary may also terminate the deposit agreement if the depositary has told us that it would like to resign, or if we have removed the depositary, and in either case we have not appointed a new depositary within 90 days. In either such case, the depositary must notify you at least 30 days before termination.

After termination, the depositary and its agents will do the following under the deposit agreement but nothing else: collect distributions on the deposited securities, sell rights and other property and deliver Class A ordinary shares and other deposited securities upon cancellation of ADSs after payment of any fees, charges, taxes or other governmental charges. Six months or more after the date of termination, the depositary may sell any remaining deposited securities by public or private sale. After that, the depositary will hold the money it received on the sale, as well as any other cash it is holding under the deposit agreement, for the pro rata benefit of the ADS holders that have not surrendered their ADSs. It will not invest the money and has no liability for interest. After such sale, the depositary's only obligations will be to account for the money and other cash. After termination, we shall be discharged from all obligations under the deposit agreement except for our obligations to the depositary thereunder.
Books of Depositary

The depositary will maintain ADS holder records at its depositary office. You may inspect such records at such office during regular business hours but solely for the purpose of communicating with other holders in the interest of business matters relating to the Company, the ADRs and the deposit agreement.

The depositary will maintain facilities in the Borough of Manhattan, The City of New York to record and process the issuance, cancellation, combination, split-up and transfer of ADRs.

These facilities may be closed at any time or from time to time when such action is deemed necessary or advisable by the depositary in connection with the performance of its duties under the deposit agreement or at our reasonable written request.

Limitations on Obligations and Liability

Limits on our Obligations and the Obligations of the Depositary and the Custodian; Limits on Liability to Holders of ADSs

The deposit agreement expressly limits our obligations and the obligations of the depositary and the custodian. It also limits our liability and the liability of the depositary. The depositary and the custodian:

• are only obligated to take the actions specifically set forth in the deposit agreement without gross negligence or willful misconduct;

• are not liable if any of us or our respective controlling persons or agents are prevented or forbidden from, or subjected to any civil or criminal penalty or restraint on account of, or delayed in, doing or performing any act or thing required by the terms of the deposit agreement and any ADR, by reason of any provision of any present or future law or regulation of the United States or any state thereof, of the Cayman Islands or any other country, or of any other governmental authority or regulatory authority or stock exchange, or on account of the possible criminal or civil penalties or restraint, or by reason of any provision, present or future, of our memorandum and articles of association or any provision of or governing any deposited securities, or by reason of any act of God or war or other circumstances beyond its control (including, without limitation, nationalization, expropriation, currency restrictions, work stoppage, strikes, civil unrest, revolutions, rebellions, explosions and computer failure);

• are not liable by reason of any exercise of, or failure to exercise, any discretion provided for in the deposit agreement or in our memorandum and articles of association or provisions of or governing deposited securities;

• are not liable for any action or inaction of the depositary, the custodian or us or their or our respective controlling persons or agents in reliance upon the advice of or information from legal counsel, any person presenting Class A ordinary shares for deposit or any other person believed by it in good faith to be competent to give such advice or information;

• are not liable for the inability of any holder of ADSs to benefit from any distribution on deposited securities that is not made available to holders of ADSs under the terms of the deposit agreement;

• are not liable for any special, consequential, indirect or punitive damages for any breach of the terms of the deposit agreement, or otherwise;

• may rely upon any documents we believe in good faith to be genuine and to have been signed or presented by the proper party;
disclaim any liability for any action or inaction or inaction of any of us or our respective controlling persons or agents in reliance upon
the advice of or information from legal counsel, accountants, any person presenting Class A ordinary shares for deposit, holders and
beneficial owners (or authorized representatives) of ADSs, or any person believed in good faith to be competent to give such advice or
information; and

disclaim any liability for inability of any holder to benefit from any distribution, offering, right or other benefit made available to holders
of deposited securities but not made available to holders of ADS.

The depositary and any of its agents also disclaim any liability (i) for any failure to carry out any instructions to vote, the manner in which any
vote is cast or the effect of any vote or failure to determine that any distribution or action may be lawful or reasonably practicable or for allowing any
rights to lapse in accordance with the provisions of the deposit agreement, (ii) for the failure or timeliness of any notice from us, the content of any
information submitted to it by us for distribution to you or for any inaccuracy of any translation thereof, (iii) for any investment risk associated with the
acquisition of an interest in the deposited securities, the validity or worth of the deposited securities, the credit-worthiness of any third party, (iv) for
any tax consequences that may result from ownership of ADSs, Class A ordinary shares or deposited securities, or (v) for any acts or omissions
made by a successor depositary whether in connection with a previous act or omission of the depositary or in connection with any matter arising
wholly after the removal or resignation of the depositary, provided that in connection with the issue out of which such potential liability arises the
depository performed its obligations without gross negligence or willful misconduct while it acted as depositary.

In the deposit agreement, we agree to indemnify the depositary under certain circumstances.

Jurisdiction and Arbitration

The laws of the State of New York govern the deposit agreement and the ADSs and we have agreed with the depositary that the federal or
state courts in the City of New York shall have exclusive jurisdiction to hear and determine any dispute arising from or in connection with the deposit
agreement and that the depositary will have the right to refer any claim or dispute arising from the relationship created by the deposit agreement to
arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration provisions of the deposit
agreement do not preclude you from pursuing claims under the Securities Act or the Exchange Act in federal or state courts.

Jury Trial Waiver

The deposit agreement provides that each party to the deposit agreement (including each holder, beneficial owner and holder of interests in
the ADRs) irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any lawsuit or proceeding
against us or the 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 law.
Requirements for Depositary Actions

Before the depositary will issue, deliver or register a transfer of an ADS, split up, subdivide or combine ADSs, make a distribution on an ADS, or permit withdrawal of Class A ordinary 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 Class A ordinary shares or other deposited securities and payment of the applicable fees, expenses and charges of the depositary;
- satisfactory proof of the identity and genuineness of any signature or any other matters contemplated in the deposit agreement; and
- compliance with (A) any laws or governmental regulations relating to the execution and delivery of ADRs or ADSs or to the withdrawal or delivery of deposited securities and (B) such reasonable regulations and procedures as the depositary may establish, from time to time, consistent with the deposit agreement and applicable laws, including presentation of transfer documents.

The depositary may refuse to issue and deliver ADSs or register transfers of ADSs generally when the register of the depositary or our transfer books are closed or at any time if the depositary or we determine that it is necessary or advisable to do so.

Your Right to Receive the Shares Underlying Your ADSs

You have the right to cancel your ADSs and withdraw the underlying Class A ordinary shares at any time except:

- when temporary delays arise because: (1) the depositary has closed its transfer books or we have closed our transfer books; (2) the transfer of Class A ordinary shares is blocked to permit voting at a shareholders’ meeting; or (3) we are paying a dividend on our Class A ordinary shares;
- when you owe money to pay fees, taxes and similar charges;
- when it is necessary to prohibit withdrawals in order to comply with any laws or governmental regulations that apply to ADSs or to the withdrawal of Class A ordinary shares or other deposited securities, or other circumstances specifically contemplated by Section I.A.(l) of the General Instructions to Form F-6 (as such General Instructions may be amended from time to time); or
- for any other reason if the depositary or we determine, in good faith, that it is necessary or advisable to prohibit withdrawals.

The depositary shall not knowingly accept for deposit under the deposit agreement any Class A ordinary shares or other deposited securities required to be registered under the provisions of the Securities Act, unless a registration statement is in effect as to such Class A ordinary shares.

This right of withdrawal may not be limited by any other provision of the deposit agreement.

Direct Registration System

In the deposit agreement, all parties to the deposit agreement acknowledge that the DRS and Profile Modification System, or Profile, will apply to uncertificated ADSs upon acceptance thereof to DRS by DTC. DRS is the system administered by DTC pursuant to which the depositary may register the ownership of uncertificated ADSs, which ownership shall be evidenced by periodic statements issued by the depositary to the ADS holders entitled thereto. Profile is a required feature of DRS which allows a DTC participant, claiming to act on behalf of an ADS holder, to direct the depositary to register a transfer of those ADSs to DTC or its nominee and to deliver those ADSs to the DTC account of that DTC participant without receipt by the depositary of prior authorization from the ADS holder to register such transfer.
SHARES ELIGIBLE FOR FUTURE SALE

Upon completion of this offering, we will have ADSs outstanding, representing Class A ordinary shares, or approximately % of our outstanding Class A 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 our ADSs in the public market could adversely affect prevailing market prices of our ADSs. Prior to this offering, there has been no public market for our Class A ordinary shares or the ADSs. While we intend to list the ADSs on the [NYSE/Nasdaq], we cannot assure you that a regular trading market will develop in the ADSs. We do not expect that a trading market will develop in our Class A ordinary shares not represented by the ADSs.

Lock-Up Agreements

We, [our directors and executive officers and our existing shareholders] have agreed, for a period of 180 days after the date of this prospectus, not to offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale, lend or otherwise dispose of, except in this offering, any of our ordinary shares or ADSs or securities that are substantially similar to our ordinary shares or ADSs, including but not limited to any options or warrants to purchase our ordinary shares, ADSs or any securities that are convertible into or exchangeable for, or that represent the right to receive, our ordinary shares, ADSs or any such substantially similar securities (other than pursuant to employee share option plans existing on, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of, the date such lock-up agreement was executed), without the prior written consent of the representatives of the underwriters and subject to applicable notice requirements.

[Other than this offering,] we are not aware of any plans by any significant shareholders to dispose of significant numbers of the ADSs or ordinary shares. However, one or more existing shareholders or owners of securities convertible or exchangeable into or exercisable for the ADSs or ordinary shares may dispose of significant numbers of the ADSs or ordinary shares in the future. We cannot predict what effect, if any, future sales of the ADSs or ordinary shares, or the availability of ADSs or ordinary shares for future sale, will have on the trading price of the ADSs from time to time. Sales of substantial amounts of the ADSs or ordinary shares in the public market, or the perception that these sales could occur, could adversely affect the trading price of the ADSs.

Rule 144

All of our Class A 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. Persons who are our affiliates and have beneficially owned our restricted securities for at least six months may sell a number of restricted securities within any three-month period that does not exceed the greater of the following:

- 1% of the then outstanding Class A ordinary shares, in the form of ADSs or otherwise, which will equal approximately Class A ordinary shares immediately after this offering; or
the average weekly trading volume of our Class A ordinary shares in the form of ADSs or otherwise, on the [NYSE/Nasdaq], during the four calendar weeks preceding the date on which notice of the sale is filed with the SEC.

Sales by our affiliates under Rule 144 are also subject to certain requirements relating to manner of sale, notice and the availability of current public information about us.

**Rule 701**

In general, under Rule 701 of the Securities Act as currently in effect, each of our employees, consultants or advisors who purchases our ordinary shares from us in connection with a compensatory stock plan or other written agreement executed prior to the completion of this offering is eligible to resell those ordinary shares in reliance on Rule 144, but without compliance with some of the restrictions, including the holding period, contained in Rule 144. However, the Rule 701 shares would remain subject to lock-up arrangements and would only become eligible for sale when the lock-up period expires.
TAXATION

The following summary of material Cayman Islands, PRC and U.S. federal income tax consequences of an investment in our ADSs or Class A 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 summary does not deal with all possible tax consequences relating to an investment in our ADSs or Class A ordinary shares, such as the tax consequences under state, local and other tax laws.

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 holders of the ADSs or our Class A 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 our 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 shares, nor will gains derived from the disposal of our shares be subject to Cayman Islands income or corporation tax.

People's Republic of China Taxation

Although we are incorporated in the Cayman Islands, we may be treated as a PRC resident enterprise for PRC tax purposes under the Enterprise Income Tax Law. Under the Enterprise Income Tax Law and its implementation rules, an enterprise established outside of the PRC with a "de facto management body" within the PRC is considered a resident enterprise and will be subject to the enterprise income tax at the rate of 25% on its global income. The implementing rules of the Enterprise Income Tax Law merely define the "de facto management body" as the "organizational body which effectively manages and controls the production and business operation, personnel, accounting, properties and other aspects of operations of an enterprise." Based on a review of the facts and circumstances, we do not believe that Xiaoju Kuaizhi Inc. or any of our subsidiaries in the Cayman Islands, the British Virgin Islands or Hong Kong should be considered a PRC resident enterprise for PRC tax purposes. However, there is limited guidance and implementation history of the Enterprise Income Tax Law. If Xiaoju Kuaizhi Inc. were to be considered a PRC resident enterprise, then dividends that we pay and gains realized on the sale or other disposition of our ADSs or ordinary shares may be subject to PRC tax, at a rate of 10% in the case of non-PRC enterprises or 20% in the case of non-PRC individuals (in each case, subject to the provisions of any applicable tax treaty), if such dividends or gains are deemed to be from PRC sources. See "Risk Factors — Risks Relating to Doing Business in China — If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders or ADS holders."

United States Federal Income Tax Considerations

The following discussion is a summary of U.S. federal income tax considerations generally applicable to the ownership and disposition of our ADSs or ordinary shares by a U.S. Holder (as defined below) that acquires our ADSs in this offering and holds our ADSs or ordinary shares as "capital assets" (generally, property held for investment) under the U.S. Internal Revenue Code of
1986, as amended (the "Code"). This discussion is based upon existing U.S. federal tax law, which is subject to differing interpretations or change, possibly with retroactive effect, and there can be no assurance that the Internal Revenue Service (the "IRS") or a court will not take a contrary position. This discussion, moreover, does not address the U.S. federal estate, gift or other non-income tax considerations, alternative minimum tax, the Medicare tax on certain net investment income, or any state, local or non-U.S. tax considerations, relating to the ownership or disposition of our ADSs or ordinary shares. The following summary does not address all aspects of U.S. federal income taxation that may be important to particular investors in light of their individual circumstances or to persons in special tax situations such as:

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

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

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

**General**

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

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created in, or organized under the law of the United States or any state thereof or the District of Columbia;
• an estate the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source; or

• a trust (A) the administration of which is subject to the primary supervision of a U.S. court and which has one or more U.S. persons who have the authority to control all substantial decisions of the trust or (B) that has otherwise validly elected to be treated as a U.S. person under the Code.

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

**Passive Foreign Investment Company Considerations**

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

Although the law in this regard is not entirely clear, we treat our VIEs and their subsidiaries as being owned by us for U.S. federal income tax purposes because we control their management decisions and are entitled to substantially all of the economic benefits associated with them. As a result, we consolidate their results of operations in our consolidated U.S. GAAP financial statements. If it were determined, however, that we are not the owner of our VIEs and their subsidiaries for U.S. federal income tax purposes, we may be treated as a PFIC for the current taxable year and any subsequent taxable year.

Assuming that we are the owner of our VIEs and their subsidiaries for U.S. federal income tax purposes, and based upon our current and projected income and assets, including the expected cash proceeds from this offering, and projections as to the value of our assets, taking into account the projected market value of our ADSs following this offering, we do not presently expect to be a PFIC for the current taxable year or the foreseeable future. However, while we do not expect to be or become a PFIC, no assurance can be given in this regard because the determination of whether we are or will become a PFIC for any taxable year is a fact-intensive determination made annually that depends, in part, upon the composition and classification of our income and assets. Fluctuations in the market price of our ADSs may cause us to be or become a PFIC for the current or future taxable years because the value of our assets for purposes of the asset test, including the value of our goodwill and other unbooked intangibles, may be determined by reference to the market price of our ADSs from time to time (which may be volatile). In estimating the value of our goodwill and other unbooked intangibles, we have taken into account the expected cash proceeds from, and our anticipated market capitalization following, this offering. If our market capitalization is less than anticipated or subsequently declines, we may be or become a PFIC for the current taxable year or future taxable years. Furthermore, the composition of our income and assets may also be affected by how, and how quickly, we use our liquid assets and the cash raised in this
offering. Under circumstances where revenues from activities that produce passive income significantly increase relative to our revenues from activities that produce non-passive income, or where we determine not to deploy significant amounts of cash for active purposes, our risk of being or becoming classified as a PFIC may substantially increase. Because there are uncertainties in the application of the relevant rules, and because PFIC status is a factual determination made annually after the close of each taxable year, there can be no assurance that we will not be a PFIC for the current taxable year or any future taxable year.

The discussion below under "— Dividends" and "— Sale or Other Disposition" is written on the basis that we will not be or become a PFIC for U.S. federal income tax purposes. If we are a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares, the PFIC rules discussed below under "— Passive Foreign Investment Company Rules" generally will apply to such U.S. Holder for such taxable year, and unless the U.S. Holder makes certain elections, will apply in future years even if we cease to be a PFIC.

**Dividends**

Any cash distributions (including the amount of any PRC tax withheld) paid on our ADSs or ordinary shares out of our current or accumulated earnings and profits, as determined under U.S. federal income tax principles, will generally be includible in the gross income of a U.S. Holder as dividend income on the day actually or constructively received by the U.S. Holder, in the case of ordinary shares, or by the depositary, in the case of ADSs. Because we do not intend to determine our earnings and profits on the basis of U.S. federal income tax principles, the full amount of any distribution we pay will generally be treated as a "dividend" for U.S. federal income tax purposes. Dividends received on our ADSs or ordinary shares will not be eligible for the dividends received deduction generally allowed to corporations. Dividends received by individuals and certain other non-corporate U.S. Holders may be subject to tax at the lower capital gain tax rate applicable to "qualified dividend income," provided that certain conditions are satisfied, including that (1) our ADSs or ordinary shares on which the dividends are paid are readily tradable on an established securities market in the United States, or, in the event that we are deemed to be a PRC resident enterprise under the PRC Enterprise Income Tax Law, we are eligible for the benefits of the United States-PRC income tax treaty (the "Treaty"), (2) we are neither a PFIC nor treated as such with respect to such a U.S. Holder for the taxable year in which the dividend was paid and the preceding taxable year, and (3) certain holding period requirements are met. We expect our ADSs (but not our ordinary shares), which we intend to apply to list on the [NYSE/Nasdaq], will be considered readily tradable on an established securities market in the United States, although there can be no assurance in this regard.

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

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

Sale or Other Disposition

A U.S. Holder will generally recognize capital gain or loss upon the sale or other disposition of our ADSs or ordinary shares in an amount equal to the difference between the amount realized upon the disposition and the holder's adjusted tax basis in such ADSs or ordinary shares. Any capital gain or loss will be long-term if the ADSs or ordinary shares have been held for more than one year and will generally be U.S.-source gain or loss for U.S. foreign tax credit purposes. Long-term capital gain of individuals and certain other non-corporate U.S. Holders will generally be eligible for a reduced rate of taxation. In the event that gain from the disposition of the ADSs or ordinary shares is subject to tax in the PRC, a U.S. Holder that is eligible for the benefits of the Treaty may treat such gain as PRC-source gain under the Treaty. If a U.S. Holder is not eligible for the benefits of the Treaty or fails to treat any such gain as PRC-source, then such U.S. Holder would generally not be able to use any foreign tax credit arising from any PRC tax imposed on the disposition of the ADSs or ordinary shares unless such credit can be applied (subject to applicable limitations) against U.S. federal income tax due on other income derived from foreign sources in the same income category (generally, the passive category). The deductibility of a capital loss may be subject to limitations. U.S. Holders are urged to consult their tax advisors regarding the tax consequences if a foreign tax is imposed on a disposition of our ADSs or ordinary shares, including the availability of the foreign tax credit under their particular circumstances.

Passive Foreign Investment Company Rules

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

• the excess distribution or gain will be allocated ratably over the U.S. Holder's holding period for the ADSs or ordinary shares;

• the amount allocated to the current taxable year and any taxable years in the U.S. Holder's holding period prior to the first taxable year in which we are a PFIC (each, a "pre-PFIC year") will be taxable as ordinary income;

• the amount allocated to each prior taxable year, other than a pre-PFIC year, will be subject to tax at the highest tax rate in effect for individuals or corporations, as appropriate, for that year; and

• an additional tax equal to the interest charge generally applicable to underpayments of tax will be imposed on the tax attributable to each prior taxable year, other than a pre-PFIC year.

If we are a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares and any of our subsidiaries, our VIEs or any subsidiaries of our VIEs or any subsidiaries of our VIEs is also a PFIC, such U.S. Holder would be treated as owning a proportionate amount (by value) of the shares of the lower-tier PFIC for purposes of the application of these rules. U.S. Holders are urged to consult their
As an alternative to the foregoing rules, a U.S. Holder of "marketable stock" in a PFIC may make a mark-to-market election with respect to such stock. For these purposes, stock will be treated as "marketable stock" if it is regularly traded on a qualified exchange or other market, as defined in applicable United States Treasury Regulations. For these purposes, we expect that our ADSs, but not our ordinary shares, will be treated as marketable stock upon their listing on the [NYSE/Nasdaq], which is a qualified exchange for these purposes. We anticipate that our ADSs should qualify as being regularly traded, but no assurances may be given in this regard. If a U.S. Holder makes this election, the holder will generally (i) include as ordinary income for each taxable year that we are a PFIC the excess, if any, of the fair market value of ADSs held at the end of the taxable year over the adjusted tax basis of such ADSs and (ii) deduct as an ordinary loss in each such year the excess, if any, of the adjusted tax basis of the ADSs over the fair market value of such ADSs held at the end of the taxable year, but such deduction will only be allowed to the extent of the amount previously included in income as a result of the mark-to-market election. The U.S. Holder's adjusted tax basis in the ADSs would be adjusted to reflect any income or loss resulting from the mark-to-market election. If a U.S. Holder makes a mark-to-market election in a year when we are classified as a PFIC and we subsequently cease to be classified as a PFIC, the holder will not be required to take into account the gain or loss described above during any period that we are not classified as a PFIC. If a U.S. Holder makes a mark-to-market election, any gain such U.S. Holder recognizes upon the sale or other disposition of our ADSs in a year when we are a PFIC will be treated as ordinary income and any loss will be treated as ordinary loss, but such loss will only be treated as ordinary loss to the extent of the net amount previously included in income as a result of the mark-to-market election.

Because a mark-to-market election technically cannot be made for any lower-tier PFICs that we may own, a U.S. Holder that makes the mark-to-market election may continue to be subject to the PFIC rules with respect to such U.S. Holder's indirect interest in any investments held by us that are treated as an equity interest in a PFIC for U.S. federal income tax purposes.

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

If a U.S. Holder owns our ADSs or ordinary shares during any taxable year that we are a PFIC, the holder must generally file an annual IRS Form 8621. You should consult your tax advisors regarding the U.S. federal income tax consequences of owning and disposing of our ADSs or ordinary shares if we are or become a PFIC.
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, each underwriter has severally agreed to purchase, and we have agreed to sell to them, severally, the number of ADSs indicated in the following table. [Goldman Sachs (Asia) L.L.C., Morgan Stanley & Co. LLC], J.P. Morgan Securities LLC and China Renaissance Securities (Hong Kong) Limited are acting as the representatives of the underwriters.

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<tr>
<th>Underwriters</th>
<th>Number of ADSs</th>
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<tr>
<td>Goldman Sachs (Asia) L.L.C.</td>
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<td>Morgan Stanley &amp; Co. LLC</td>
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<tr>
<td>China Renaissance Securities (Hong Kong) Limited</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
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</tbody>
</table>

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.

Certain of the underwriters are expected to make offers and sales both inside and outside the United States through their respective selling agents. Any offers or sales in the United States will be conducted by broker-dealers registered with the SEC. Goldman Sachs (Asia) L.L.C. will offer ADSs in the United States through its SEC-registered broker-dealer affiliate in the United States, Goldman Sachs & Co. LLC. China Renaissance Securities (Hong Kong) Limited will offer ADSs in the United States through its SEC-registered broker-dealer affiliate in the United States, China Renaissance Securities (US) Inc.

[The address of Goldman Sachs (Asia) L.L.C. is 68th Floor, Cheung Kong Center, 2 Queen’s Road, Central, Hong Kong. The address of 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, NY 10179, U.S.A. The address of China Renaissance Securities (Hong Kong) Limited is Units 8107-08, Level 81, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong.

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 initial public offering price listed on the cover page of this prospectus, less underwriters 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 terms 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 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.

<table>
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<tr>
<th>Description</th>
<th>Without Option to Purchase</th>
<th>With Option to Purchase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial public offering price</td>
<td>Per ADS</td>
<td>$</td>
</tr>
<tr>
<td>Underwriting discounts and commissions paid by:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>us from ADSs offered to the public</td>
<td>Per ADS</td>
<td>$</td>
</tr>
<tr>
<td>Proceeds, before expenses, to us from ADSs offered to the public</td>
<td>Per ADS</td>
<td>$</td>
</tr>
</tbody>
</table>

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 expense 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, we will not, during the period ending 180 days after the date of this prospectus, (i) offer, pledge, sell, contract to sell, grant any option to purchase, make any short sale 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; (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the ordinary shares or ADSs; (iii) file any registration statement with the SEC relating to the offering of any ordinary shares, ADSs or any securities convertible into or exercisable or exchangeable for ordinary shares or ADSs; or (iv) publicly disclose the intention to make any offer, sale, pledge, disposition or filing, in each case regardless of whether any such transaction described above is to be settled by delivery of ordinary shares, ADSs, or such other securities, in cash or otherwise.]

[Our directors, officers, [existing shareholders] and certain holders of our outstanding share incentive awards have agreed that, without the prior written consent of the representatives on behalf of the underwriters and subject to certain exceptions, they will not, during the period ending 180 days after the date of this prospectus, (i) offer, pledge, sell, contract to sell, grant 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, (ii) enter into any swap, hedge or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the ordinary shares or ADSs, whether any such transaction described above is to be settled by delivery of ordinary shares, ADSs or such other securities, in cash or otherwise, (iii) publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement, or (iv) make any demand for, or exercise any right with respect to, the registration of any ordinary shares, ADSs, or any security convertible into or exercisable or exchangeable for ordinary shares or ADSs.]
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.

We have applied to list our ADSs on the [NYSE/Nasdaq] under the symbol "DIDI."

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 shares 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 common stock 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 [NYSE/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 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 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 that are available to the general public. Any reserved ADSs that are not so purchased will be offered by the underwriters to the general public on the same terms as the other ADSs offered by this prospectus.]

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. For instance, in April 2021, we entered into a revolving credit facility agreement with certain underwriters, pursuant to which we may borrow up to US$1.6 billion, with an accordion option of up to US$0.4 billion. Loans borrowed under this revolving facility bear applicable interest rates at 1.00% plus LIBOR, subject to certain adjustments. As of the date of this prospectus, we have not drawn down on the revolving credit facility.

In the ordinary course of their various business activities, the underwriters and their respective affiliates, officers, directors 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, and 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 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 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 Offered Securities Rules of the Dubai Financial Services Authority. This document is intended for distribution only to persons of a type specified in those rules. It must not be delivered to, or relied on by, any other person. The Dubai Financial Services Authority has no responsibility for reviewing or verifying any documents in connection with exempt offers. The Dubai Financial Services Authority has not approved this document nor taken steps to verify the information set out in it, and has no responsibility for it. 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.

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, 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 the Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than “qualified investors” as defined under the Prospectus Regulation), subject to
obtaining the prior consent of the underwriters for any such offer; or

(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
ADTs or to whom any offer is made will be deemed to have represented, warranted and agreed to and with each of the Underwriters and the Issuer
that it is a qualified investor within the meaning of Article 2l of the 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 Prospectus Regulation, each
financial intermediary will also be deemed to have represented, warranted 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 under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and accordingly, have not been, directly or indirectly, offered or sold and will not be offered or sold, directly or indirectly, in Japan, or for the benefit of any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person, except pursuant to an exemption from the registration requirements, and otherwise in compliance with, the Financial Instruments and Exchange Law of Japan and the other applicable laws and regulations of Japan. 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 may not be offered, sold and delivered directly or indirectly, or offered or sold to any person for reoffering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to the applicable laws and regulations of Korea, including the Korea Securities and Exchange Act and the Foreign Exchange Transaction Law and the decrees and regulations thereunder. The ADSs have not been registered with the Financial Services Commission of Korea for public offering in Korea. Furthermore, the ADSs may not be resold to Korean residents unless the purchaser of the ADSs complies with all applicable regulatory requirements (including but not limited to government approval requirements under the Foreign Exchange Transaction Law and its subordinate decrees and regulations) in connection with the purchase of the ADSs.

**Kuwait**

Unless all necessary approvals from the Kuwait Ministry of Commerce and Industry required by Law No. 31/1990 "Regulating the Negotiation of Securities and Establishment of Investment Funds," its Executive Regulations and the various Ministerial Orders issued pursuant thereto or in connection therewith, have been given in relation to the marketing and sale of the ADSs, these may not be marketed, offered for sale, nor sold in the State of Kuwait. Neither this prospectus (including any related document), nor any of the information contained therein is intended to lead to the conclusion of any contract of whatsoever nature within Kuwait.

**Malaysia**

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 re-offering or resale, directly or indirectly, to any resident of the PRC except pursuant to applicable laws and regulations of the PRC. For the purpose of this paragraph, the PRC does not include Taiwan and the Special Administrative Regions of Hong Kong and Macao.

**Qatar**

In the State of Qatar, the offer contained herein is made on an exclusive basis to the specifically intended recipient thereof, upon that person's request and initiative, for personal use only and shall in no way be construed as a general offer for the sale of securities to the public or an attempt to do business as a bank, an investment company or otherwise in the State of Qatar. This prospectus and the underlying securities have not been approved or licensed by the Qatar Central Bank or the Qatar Financial Center Regulatory Authority or any other regulator in the State of Qatar. The information contained in this prospectus shall only be shared with any third parties in Qatar on a need to know basis for the purpose of evaluating the contained offer. Any distribution of this prospectus by the recipient to third parties in Qatar beyond the terms hereof is not permitted and shall be at the liability of such recipient.

**Saudi Arabia**

This prospectus may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations issued by the Capital Market Authority. The Capital Market Authority does not make any representation as to the accuracy or completeness of this prospectus, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this prospectus. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this prospectus you should consult an authorized financial adviser.
Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of 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 under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"),
- to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or
- 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 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:
  (i) 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;
  (ii) where no consideration is or will be given for the transfer;
  (iii) where the transfer is by operation of law;
  (iv) as specified in Section 276(7) of the SFA; or
  (v) 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 applies:

(a) the offer, transfer, sale, renunciation or delivery is to:

  (i) persons whose ordinary business is to deal in securities, as principal or agent;
  (ii) the South African Public Investment Corporation;
  (iii) persons or entities regulated by the Reserve Bank of South Africa;
  (iv) authorized financial service providers under South African law;
(v) financial institutions recognized as such under South African law;

(vi) 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 collective investment scheme (in each case duly registered as such under South African law); or

(vii) 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.

No "offer to the public" (as such term is defined in the South African Companies Act, No. 71 of 2008 (as amended or re-enacted) (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**

This prospectus is not intended to constitute an offer or solicitation to purchase or invest in the ADSs. The ADSs may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("FinSA") and no application has or will be made to admit the ADSs to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this prospectus nor any other offering or marketing material relating to the ADSs constitutes a prospectus pursuant to the FinSA, and neither this prospectus nor any other offering or marketing material relating to the ADSs may be publicly distributed or otherwise made publicly available in Switzerland.

**Taiwan**

The ADSs have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of Taiwan pursuant to relevant securities laws and regulations and may not be offered or sold in Taiwan through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Act of Taiwan or relevant laws and regulations that require a registration, filing or approval of the Financial Supervisory Commission of Taiwan. No person or entity in Taiwan has been authorized to offer, 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 assets.
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.

United Kingdom

An offer to the public of any ADSs may not be made in the United Kingdom, 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 the UK Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than "qualified investors" as defined under the UK Prospectus Regulation), subject to obtaining the prior consent of 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"), 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, warranted 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, warranted 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.
LEGAL MATTERS

We are being represented by Skadden, Arps, Slate, Meagher & Flom LLP with respect to certain legal matters as to United States federal securities and New York State law. Certain legal matters with respect to United States 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 Class A 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 Maples and Calder (Hong Kong) LLP. Legal matters as to PRC law will be passed upon for us by Fangda Partners and for the underwriters by Han Kun Law Offices. Skadden, Arps, Slate, Meagher & Flom LLP may rely upon Maples and Calder (Hong Kong) LLP with respect to matters governed by Cayman Islands law and Fangda Partners with respect to matters governed by PRC law. Simpson Thacher & Bartlett LLP may rely upon Han Kun Law Offices with respect to matters governed by PRC law.
EXPENSES RELATED TO THIS OFFERING

Set forth below is an itemization of the total expenses, excluding underwriting discounts and commissions, that we expect to incur in connection with this offering. With the exception of the SEC registration fee, the Financial Industry Regulatory Authority (FINRA), filing fee, and the stock exchange application and listing fee, all amounts are estimates.

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEC Registration Fee</td>
<td></td>
</tr>
<tr>
<td>FINRA Filing Fee</td>
<td></td>
</tr>
<tr>
<td>Stock Exchange Market Entry and Listing Fee</td>
<td></td>
</tr>
<tr>
<td>Printing and Engraving Expenses</td>
<td></td>
</tr>
<tr>
<td>Legal Fees and Expenses</td>
<td></td>
</tr>
<tr>
<td>Accounting Fees and Expenses</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>267</strong></td>
</tr>
</tbody>
</table>
EXPERTS

The financial statements as of December 31, 2018, 2019 and 2020 and for each of the three 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 a registration statement on Form F-1, including the relevant exhibits, with the SEC under the Securities Act with respect to the underlying Class A ordinary shares represented by the ADSs to be sold in this offering. We have also filed a related registration statement on Form F-6 with the SEC to register the ADSs. This prospectus, which constitutes a part of the registration statement on Form F-1, does not contain all of the information contained in the registration statement. You should read our registration statements and their exhibits for further information with respect to us and our ADSs.

Immediately upon the effectiveness of the registration statement of which this prospectus is a part we will become subject to periodic reporting and other informational requirements of the Exchange Act as applicable to foreign private issuers. Accordingly, we will be required to file reports, including annual reports on Form 20-F, and other information with the SEC. As a foreign private issuer, we are exempt from the rules of the Exchange Act prescribing the furnishing and content of proxy statements to shareholders, and Section 16 short swing profit reporting for our officers and directors and for holders of more than 10% of our Class A ordinary shares.

All information filed with the SEC can be obtained over the internet at the SEC’s website at www.sec.gov.
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F-1
Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Xiaoju Kuaizhi Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Xiaoju Kuaizhi Inc. and its subsidiaries (the "Company") as of December 31, 2020, 2019 and 2018, and the related consolidated statements of comprehensive loss, of changes in shareholders' equity (deficit) and of cash flows for each of the three years in the period ended December 31, 2020, 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, 2019 and 2018, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2020 in conformity with accounting principles generally accepted in the United States of America.

Changes in Accounting Principles

As discussed in Note 3 to the consolidated financial statements, the Company changed the manner in which it accounts for credit losses on financial instruments in 2020 and the manner in which it accounts for leases and investments in equity securities in 2019.

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. 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.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the board of directors and that (i) relate to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

F-2
Revenue recognition and presentation of mobility service transactions

As described in Note 3.24 to the consolidated financial statements, the Company derives the revenues principally from providing mobility services. The Company's revenues from China Mobility and International were RMB135,978 million for the year ended December 31, 2020. Management applies significant judgment in determining whether the Company is the principal or agent in mobility service transactions that are completed through its mobility platforms. This determination impacts the recognition and presentation of revenue on a gross or net basis.

The principal considerations for our determination that performing procedures relating to the revenue recognition and presentation of mobility service transactions is a critical audit matter are that there was significant judgment by management in assessing the recognition and presentation of revenue on a gross versus net basis, analyzing the role of the Company in the transactions in determining who are the customers, which in turn led to a high degree of auditor judgment, subjectivity and effort in performing our audit procedures to evaluate whether the revenue transactions were appropriately accounted for and presented by management.

Impairment assessment of equity investments accounted for under the measurement alternative method

As described in Notes 3.16, 10 and 26 to the consolidated financial statements, the Company's impairment loss of equity investments accounted for under the measurement alternative method was RMB1,022 million for the year ended December 31, 2020. Management makes a qualitative assessment of whether such equity investments are impaired at each reporting date. If a qualitative assessment indicates that the investment is impaired, management estimates the investment's fair value in accordance with ASC 820 — Fair Value Measurement. If the fair value is less than the investment's carrying value, the Company recognizes an impairment loss in net loss equal to the difference between the carrying value and fair value. Management applies significant judgment in estimating the fair value of investees including the selection of valuation methods and significant assumptions used in cash flow forecasts and considering various factors and events including adverse performance of the investees and adverse industry conditions affecting the investees.

The principal considerations for our determination that performing procedures relating to the impairment assessment of equity investments accounted for using the measurement alternative method is a critical audit matter are that there was significant judgment by management in making the qualitative assessment of whether investments in equity investees were impaired, and determining the fair value of these equity investments. This in turn led to a high degree of auditor judgment, subjectivity and effort in performing procedures to (i) evaluate the reasonableness of significant judgments management applied in determining whether equity investments were impaired, and (ii) evaluate the reasonableness of significant assumptions management used in determining the fair value of these equity investments. In addition, the audit effort involved the use of professionals with
specialized skill and knowledge to assist in performing these procedures and evaluating the audit evidence obtained from these procedures.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's impairment assessment of equity investments accounted for under the measurement alternative method, including controls over the qualitative assessment of whether investments in equity investees were impaired and determining the fair value of these equity investees. These procedures also included, among others, (i) evaluating the appropriateness of the valuation methodology used in management's fair value estimate, (ii) testing the completeness, accuracy and relevance of key underlying data used in the valuation models, (iii) evaluating the reasonableness of significant assumptions used by management, including discount curve of market interest rate, selection of comparable companies and multiples and estimated discount for lack of marketability, and (iv) using professionals with specialized skill and knowledge to assist in assessing the valuation models including testing the mathematical accuracy of the valuation models, and evaluating the reasonableness of certain significant assumptions, including discount curve of market interest rate.

**Recognition of share-based compensation expenses**

As described in Notes 3.31 and 20 to the consolidated financial statements, the Company grants share options, restricted shares and restricted share units (collectively, "share-based awards") under the share incentive plan. The share-based compensation cost amounted to RMB3,413 million for the year ended December 31, 2020. The share-based awards granted are measured at fair value at grant dates and recognized as share-based compensation expenses when service and performance conditions were met. Management applies significant judgment in determining the fair value of share-based awards at grant dates given that the ordinary shares underlying the awards were not publicly traded at the time of grant. Fair value of the ordinary shares was determined and allocated using the income approach, while the fair value of share-based awards was determined using the Binomial option pricing model. This assessment requires complex and subjective judgments regarding the revenue growth rates and discount rates. Management also applies significant judgment in determining the fair value of share-based awards at the grant dates related to the expected volatility, risk-free interest rate, expected dividend yield, and expected terms.

The principal considerations for our determination that performing procedures relating to the recognition of share-based compensation expenses is a critical audit matter are there was significant judgment by management in (i) selection and application of valuation methods in estimating fair value of share-based awards at grant dates; (ii) evaluation and assessment of valuation techniques and significant assumptions and estimates used in determination of the fair value of share-based awards and the underlying ordinary shares, including revenue growth rate, discount rates, expected volatility, risk-free interest rate, expected dividend yield, and expected terms, which in turn led to a high degree of auditor judgment, subjectivity and effort in performing our audit procedures to evaluate whether transactions were appropriately accounted for by management. In addition, the audit effort involved the use of professionals with specialized skill and knowledge to assist in performing these procedures and evaluating the related audit evidence.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's assessment of determining the fair value of share-based awards and its underlying ordinary shares. These procedures also included, among others, (i) assessing the appropriateness of the valuation techniques used in determining the fair value of share-based awards at grant dates and the
underlying ordinary shares; and (ii) testing the completeness and accuracy of underlying data used in the income approach; (iii) evaluating the reasonableness of the significant assumptions and estimates applied, including revenue growth rate, discount rate, expected volatility, risk-free interest rate, expected dividend yield, and expected terms by considering the external market and industry data of comparable companies; (iv) using professionals with specialized skill and knowledge to assist in the evaluation of the Company's valuation methods and certain significant assumptions, including discount rate, expected volatility, and risk-free interest rate.

/s/PricewaterhouseCoopers Zhong Tian LLP
Beijing, the People's Republic of China
April 9, 2021

We have served as the Company’s auditor since 2017.

F-5
# CONSOLIDATED BALANCE SHEETS

As of December 31, 2018, 2019 and 2020

(Amounts in thousands, except for share and per share data)

<table>
<thead>
<tr>
<th>Note</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>US$ (Note 3.6)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td></td>
</tr>
</tbody>
</table>

## ASSETS

### Current assets:
- **Cash and cash equivalents**: 3.8 | 14,462,888 | 12,790,790 | 19,372,084 | 2,956,758
- **Restricted cash**: 450,170 | 858,344 | 2,237,693 | 341,539
- **Short-term investments**: 5 | 38,269,026 | 41,360,209 | 37,397,569 | 5,707,984
- **Accounts and notes receivable, net of allowance for credit losses of RMB312,298, RMB437,266 and RMB556,360, respectively**: 6 | 1,703,226 | 2,681,003 | 2,437,821 | 372,084
- **Loans receivable, net of allowance for credit losses of RMB85,459, RMB100,643 and RMB146,432, respectively**: 7 | 1,964,895 | 1,514,431 | 2,878,229 | 439,304
- **Amounts due from related parties**: 24 | 55,564 | 43,431 | 103,130 | 15,741
- **Prepayments, receivables and other current assets, net**: 8 | 2,995,025 | 3,505,403 | 4,254,953 | 649,433

**Total current assets**: 59,900,794 | 62,753,611 | 68,681,479 | 10,482,843

### Non-current assets:
- **Investment securities**: 9 | 961,830 | 5,074,239 | 572,963 | 87,451
- **Long-term investments, net**: 10 | 15,345,594 | 8,339,621 | 7,105,022 | 1,084,438
- **Property and equipment, net**: 11 | 5,778,091 | 6,912,399 | 9,819,440 | 1,498,739
- **Intangible assets, net**: 13 | 9,537,661 | 12,460,320 | 5,297,396 | 808,541
- **Goodwill**: 14 | 50,255,028 | 50,163,242 | 49,124,172 | 7,497,813
- **Deferred tax assets, net**: 19 | 3,995,025 | 3,505,403 | 4,254,953 | 649,433
- **Other non-current assets, net**: 8 | 978,709 | 2,508,539 | 4,521,702 | 690,146

**Total non-current assets**: 82,911,176 | 81,966,922 | 78,583,916 | 11,994,247

**Total assets**: 142,811,970 | 144,720,533 | 147,265,395 | 22,477,090

## LIABILITIES, MEZZANINE EQUITY AND SHAREHOLDERS’ EQUITY (DEFICIT)

Current liabilities (including amounts of the VIEs and their subsidiaries without recourse to the primary beneficiary of RMB10,033,659, RMB10,532,688 and RMB18,768,179 as of December 31, 2018, 2019 and 2020, respectively):
- **Short-term borrowings**: 15 | 1,750,000 | 630,866 | 5,826,562 | 889,307
- **Accounts and notes payable**: 16 | 4,198,663 | 4,854,373 | 7,352,977 | 1,122,283
- **Deferred revenue and customer advances**: 3.24 | 458,480 | 719,758 | 915,430 | 139,722
- **Operating lease liabilities, current portion**: 12 | — | 428,961 | 678,863 | 103,615
- **Amounts due to related parties**: 24 | 33,137 | 87,375 | 281,873 | 43,022
- **Accrued expenses and other current liabilities**: 17 | 5,798,495 | 7,284,088 | 11,303,960 | 1,725,321

**Total current liabilities**: 12,238,775 | 14,545,421 | 26,359,665 | 4,023,270
**XIAOJU KUAIZHI INC.**

**CONSOLIDATED BALANCE SHEETS (Continued)**

**As of December 31, 2018, 2019 and 2020**

(Amounts in thousands, except for share and per share data)

<table>
<thead>
<tr>
<th>Note</th>
<th>As of December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td>RMB</td>
</tr>
</tbody>
</table>

Note 3.6

**Non-current liabilities (including amounts of the VIEs and their subsidiaries without recourse to the primary beneficiary of RMB36,778, RMB245,597 and RMB779,517 as of December 31, 2018, 2019 and 2020, respectively):**

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long-term borrowings</td>
<td>765,734</td>
<td>1,453,222</td>
<td>221,805</td>
<td></td>
</tr>
<tr>
<td>Operating lease liabilities, non-current portion</td>
<td>937,379</td>
<td>1,171,642</td>
<td>178,827</td>
<td></td>
</tr>
<tr>
<td>Deferred tax liabilities</td>
<td>1,214,523</td>
<td>843,715</td>
<td>128,776</td>
<td></td>
</tr>
<tr>
<td>Other non-current liabilities</td>
<td>99,694</td>
<td>287,554</td>
<td>43,891</td>
<td></td>
</tr>
<tr>
<td><strong>Total non-current liabilities</strong></td>
<td>1,762,735</td>
<td>3,017,330</td>
<td>3,756,133</td>
<td>573,299</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td>14,001,510</td>
<td>17,562,751</td>
<td>30,115,798</td>
<td>4,596,569</td>
</tr>
</tbody>
</table>

**Commitments and contingencies**

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<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Series A-1 convertible preferred shares (US$0.00002 par value; 12,180,250 shares authorized, issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)</td>
<td>851,990</td>
<td>851,990</td>
<td>851,990</td>
<td>130,039</td>
</tr>
<tr>
<td>Series A-2 convertible preferred shares (US$0.00002 par value; 9,145,501 shares authorized, issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)</td>
<td>641,634</td>
<td>641,634</td>
<td>641,634</td>
<td>97,932</td>
</tr>
<tr>
<td>Series A-3 convertible preferred shares (US$0.00002 par value; 10,668,684 shares authorized, issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)</td>
<td>748,498</td>
<td>748,498</td>
<td>748,498</td>
<td>114,243</td>
</tr>
<tr>
<td>Series A-4 convertible preferred shares (US$0.00002 par value; 33,711,135 shares authorized, and 31,230,930 shares issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)</td>
<td>2,237,896</td>
<td>2,237,896</td>
<td>2,237,896</td>
<td>341,570</td>
</tr>
<tr>
<td>Series A-5 convertible preferred shares (US$0.00002 par value; 21,161,516 shares authorized, issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)</td>
<td>1,561,239</td>
<td>1,561,239</td>
<td>1,561,239</td>
<td>238,292</td>
</tr>
<tr>
<td>Series A-6 convertible preferred shares (US$0.00002 par value; 41,028,543 shares authorized, and 37,347,909 shares issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)</td>
<td>2,912,703</td>
<td>2,912,703</td>
<td>2,912,703</td>
<td>444,565</td>
</tr>
</tbody>
</table>

F-7
## XIAOJU KUAIZHI INC.

### CONSOLIDATED BALANCE SHEETS (Continued)

As of December 31, 2018, 2019 and 2020

(Amounts in thousands, except for share and per share data)

<table>
<thead>
<tr>
<th>Note</th>
<th>As of December 31</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2019</td>
<td>2020</td>
<td>2020</td>
</tr>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td>US$</td>
</tr>
<tr>
<td>(Note 3.6)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Series A-7 convertible preferred shares</th>
<th>1,399,356</th>
<th>1,399,356</th>
<th>1,399,356</th>
<th>213,583</th>
</tr>
</thead>
<tbody>
<tr>
<td>(US$0.00002 par value; 20,000,000 shares authorized, issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Series A-8 convertible preferred shares</th>
<th>1,216,500</th>
<th>1,216,500</th>
<th>1,216,500</th>
<th>185,674</th>
</tr>
</thead>
<tbody>
<tr>
<td>(US$0.00002 par value; 19,472,617 shares authorized, and 17,379,861 shares issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Series A-9 convertible preferred shares</th>
<th>340,933</th>
<th>340,933</th>
<th>340,933</th>
<th>52,037</th>
</tr>
</thead>
<tbody>
<tr>
<td>(US$0.00002 par value; 4,868,156 shares authorized, issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Series A-10 convertible preferred shares</th>
<th>1,710,976</th>
<th>1,710,976</th>
<th>1,710,976</th>
<th>261,146</th>
</tr>
</thead>
<tbody>
<tr>
<td>(US$0.00002 par value; 24,340,774 shares authorized, issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Series A-11 convertible preferred shares</th>
<th>2,749,110</th>
<th>2,749,110</th>
<th>2,749,110</th>
<th>419,596</th>
</tr>
</thead>
<tbody>
<tr>
<td>(US$0.00002 par value; 27,045,302 shares authorized, and 24,857,612 shares issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Series A-12 convertible preferred shares</th>
<th>907,676</th>
<th>907,676</th>
<th>907,676</th>
<th>138,538</th>
</tr>
</thead>
<tbody>
<tr>
<td>(US$0.00002 par value; 14,401,625 shares authorized, and 12,785,758 shares issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Series A-13 convertible preferred shares</th>
<th>1,506,907</th>
<th>1,506,907</th>
<th>1,506,907</th>
<th>229,999</th>
</tr>
</thead>
<tbody>
<tr>
<td>(US$0.00002 par value; 20,915,034 shares authorized, issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Series A-14 convertible preferred shares</th>
<th>1,316,637</th>
<th>1,316,637</th>
<th>1,316,637</th>
<th>200,958</th>
</tr>
</thead>
<tbody>
<tr>
<td>(US$0.00002 par value; 17,777,778 shares authorized, issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Series A-15 convertible preferred shares</th>
<th>3,876,873</th>
<th>3,876,873</th>
<th>3,876,873</th>
<th>591,726</th>
</tr>
</thead>
<tbody>
<tr>
<td>(US$0.00002 par value; 54,592,596 shares authorized, and 50,668,208 shares issued and outstanding as of December 31, 2018, 2019 and 2020, respectively)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

F-8
### XIAOJU KUAIZHI INC.

#### CONSOLIDATED BALANCE SHEETS (Continued)

**As of December 31, 2018, 2019 and 2020**

(Amounts in thousands, except for share and per share data)

<table>
<thead>
<tr>
<th></th>
<th>Note</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td>US$</td>
</tr>
<tr>
<td><strong>Series A-16</strong></td>
<td>1</td>
<td>1,476,708</td>
<td>1,476,708</td>
<td>1,476,708</td>
<td>225,390</td>
</tr>
<tr>
<td>convertible preferred shares</td>
<td>US$0.00002 par value; 12,756,674 shares authorized, issued and outstanding as of December 31, 2018, 2019 and 2020, respectively</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|                     |       | 18,059,405 | 18,059,405 | 18,054,207 | 2,755,610 |
| Series A-17        | 2     |           |           |           |         |
| convertible preferred shares | US$0.00002 par value; 116,676,790 shares authorized, and 105,556,035 shares, 105,556,035 shares and 105,526,193 shares issued and outstanding as of December 31, 2018, 2019 and 2020, respectively | |

|                     | 3     | 27,798,348 | 27,798,348 | 27,795,281 | 4,242,389 |
| Series A-18        |       |           |           |           |         |
| convertible preferred shares | US$0.00002 par value; 111,432,959 shares, 111,432,959 shares and 111,420,744 shares issued and outstanding as of December 31, 2018, 2019 and 2020, respectively | |

|                     |       | 46,190,436 | 46,190,436 | 46,190,436 | 7,050,038 |
| Series B-1          | 4     |           |           |           |         |
| convertible preferred shares | US$0.00002 par value; 58,530,879 shares authorized, issued and outstanding as of December 31, 2018, 2019 and 2020, respectively | |

|                     |       | 68,774,230 | 72,343,419 | 72,343,419 | 11,041,763 |
| Series B-2          |       |           |           |           |         |
| convertible preferred shares | US$0.00002 par value; 206,156,824 shares, 245,424,790, and 245,424,790 shares authorized, and 202,375,450 shares, 212,683,291 and 212,683,291 shares issued and outstanding as of December 31, 2018, 2019 and 2020, respectively | |

| Convertible redeemable non-controlling interests | 5     | 3.39 | —     | —     | 3,345,265 |
| Convertible non-controlling interests           | 6     | 3.39 | —     | —     | 99,851  |

**Total Mezzanine Equity**

|                     |       | 186,278,055 | 189,847,244 | 193,284,095 | 29,500,915 |

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XIAOJU KUAIZHI INC.

CONSOLIDATED BALANCE SHEETS (Continued)

As of December 31, 2018, 2019 and 2020

(Amounts in thousands, except for share and per share data)

<table>
<thead>
<tr>
<th>Note</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td>US$</td>
</tr>
</tbody>
</table>

SHAREHOLDERS’ EQUITY (DEFICIT): Xiaoju Kuaizhi Inc. shareholders’ equity (deficit):

Ordinary shares (US$0.00002 par value; 1,656,851,787 shares, 1,617,583,821 shares and 1,617,583,821 shares authorized; 105,796,976 shares, 105,796,976 shares and 124,067,444 shares issued; 97,062,444 shares, 101,837,806 shares, 108,531,508 shares outstanding as of December 31, 2018, 2019 and 2020 respectively)

<table>
<thead>
<tr>
<th>Note</th>
<th>22</th>
<th>13</th>
<th>13</th>
<th>16</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treasury shares</td>
<td>(1)</td>
<td>—</td>
<td>(2)</td>
<td>—</td>
<td></td>
</tr>
<tr>
<td>Additional paid-in capital</td>
<td>5,804,571</td>
<td>8,944,586</td>
<td>12,177,849</td>
<td>1,858,703</td>
<td></td>
</tr>
<tr>
<td>Statutory reserves</td>
<td>3,415</td>
<td>7,344</td>
<td>16,503</td>
<td>2,519</td>
<td></td>
</tr>
<tr>
<td>Accumulated other comprehensive income (loss)</td>
<td>2,503,954</td>
<td>3,924,911</td>
<td>(2,001,200)</td>
<td>(305,443)</td>
<td></td>
</tr>
<tr>
<td>Accumulated deficit</td>
<td>(65,815,884)</td>
<td>(75,742,871)</td>
<td>(86,411,179)</td>
<td>(13,188,922)</td>
<td></td>
</tr>
</tbody>
</table>

Total Xiaoju Kuaizhi Inc. shareholders’ equity (deficit) | (57,503,932) | (62,866,017) | (76,218,013) | (11,633,141) |

Non-controlling interests | 36,333 | 176,555 | 83,515 | 12,747 |

Total shareholders’ equity (deficit) | (57,467,595) | (62,689,462) | (76,134,498) | (11,620,394) |

Total liabilities, mezzanine equity and shareholders’ equity (deficit) | 142,811,970 | 144,720,533 | 147,265,395 | 22,477,090 |

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

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### XIAOJU KUAIZHI INC.

**CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS**

For the Years Ended December 31, 2018, 2019 and 2020

(Amounts in thousands, except for share and per share data)

<table>
<thead>
<tr>
<th>Note</th>
<th>For the Year Ended December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td>RMB</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
</tr>
<tr>
<td>China Mobility</td>
<td>133,206,766</td>
</tr>
<tr>
<td>International</td>
<td>410,669</td>
</tr>
<tr>
<td>Other Initiatives</td>
<td>1,670,589</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td><strong>135,288,024</strong></td>
</tr>
<tr>
<td><strong>Costs and expenses</strong></td>
<td></td>
</tr>
<tr>
<td>Cost of revenues</td>
<td>(127,842,449)</td>
</tr>
<tr>
<td>Operations and support</td>
<td>(3,664,947)</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>(7,603,624)</td>
</tr>
<tr>
<td>Research and development</td>
<td>(4,377,452)</td>
</tr>
<tr>
<td>General and administrative</td>
<td>(4,242,081)</td>
</tr>
<tr>
<td><strong>Total costs and expenses</strong></td>
<td><strong>(147,730,553)</strong></td>
</tr>
<tr>
<td><strong>Loss from operations</strong></td>
<td>(12,442,529)</td>
</tr>
<tr>
<td>Interest income</td>
<td>1,457,683</td>
</tr>
<tr>
<td>Interest expenses</td>
<td>(44,101)</td>
</tr>
<tr>
<td>Investment income (loss), net</td>
<td>(816,903)</td>
</tr>
<tr>
<td>Impairment loss for equity investments accounted for using cost method/Measurement Alternative</td>
<td>(2,540,880)</td>
</tr>
<tr>
<td>Loss from equity method investments, net</td>
<td>(767,520)</td>
</tr>
<tr>
<td>Other income (loss), net</td>
<td>(338,175)</td>
</tr>
<tr>
<td>Income tax benefits</td>
<td>19</td>
</tr>
<tr>
<td><strong>Net loss</strong></td>
<td><strong>(14,978,510)</strong></td>
</tr>
<tr>
<td><strong>Net loss attributable to non-controlling interest shareholders</strong></td>
<td>(728)</td>
</tr>
<tr>
<td><strong>Net loss attributable to Xiaoju Kuaizhi Inc.</strong></td>
<td><strong>(14,977,782)</strong></td>
</tr>
<tr>
<td>Accretion of convertible redeemable non-controlling interests to redemption value</td>
<td>—</td>
</tr>
<tr>
<td>Deemed dividends to preferred shareholders upon repurchases of convertible preferred shares</td>
<td>(664,418)</td>
</tr>
<tr>
<td><strong>Net loss attributable to ordinary shareholders of Xiaoju Kuaizhi Inc.</strong></td>
<td><strong>(15,642,200)</strong></td>
</tr>
<tr>
<td><strong>Other comprehensive income (loss):</strong></td>
<td></td>
</tr>
<tr>
<td>Foreign currency translation adjustments, net of tax of nil</td>
<td>3,126,162</td>
</tr>
<tr>
<td>Changes in unrealized losses from available-for-sale securities, net of tax of nil</td>
<td>(149,865)</td>
</tr>
<tr>
<td>Share of other comprehensive income of equity method investees</td>
<td>936</td>
</tr>
<tr>
<td><strong>Total other comprehensive income (loss)</strong></td>
<td><strong>2,977,233</strong></td>
</tr>
<tr>
<td><strong>Total comprehensive loss</strong></td>
<td><strong>(12,001,277)</strong></td>
</tr>
<tr>
<td>Less: comprehensive loss attributable to non-controlling interest shareholders</td>
<td>(728)</td>
</tr>
<tr>
<td><strong>Comprehensive loss attributable to Xiaoju Kuaizhi Inc.</strong></td>
<td><strong>(12,000,549)</strong></td>
</tr>
<tr>
<td>Accretion of convertible redeemable non-controlling interests to redemption value</td>
<td>—</td>
</tr>
<tr>
<td>Deemed dividends to preferred shareholders upon repurchases of convertible preferred shares</td>
<td>(664,418)</td>
</tr>
<tr>
<td><strong>Comprehensive loss attributable to ordinary shareholders of Xiaoju Kuaizhi Inc.</strong></td>
<td><strong>(12,664,967)</strong></td>
</tr>
<tr>
<td><strong>Weighted average number of ordinary shares used in computing net loss per share</strong></td>
<td></td>
</tr>
<tr>
<td>Basic</td>
<td>95,992,217</td>
</tr>
<tr>
<td>Diluted</td>
<td>95,992,217</td>
</tr>
<tr>
<td><strong>Net loss per share attributable to ordinary shareholders</strong></td>
<td></td>
</tr>
<tr>
<td>Basic</td>
<td>(162.95)</td>
</tr>
<tr>
<td>Diluted</td>
<td>(162.95)</td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of these consolidated financial statements.
# XIAOJU KUAIZHI INC.

## CONSOLIDATED STATEMENTS OF SHAREHOLDERS’ EQUITY (DEFICIT)

For the Years Ended December 31, 2018, 2019 and 2020

(Amounts in thousands, except for share and per share data)

<table>
<thead>
<tr>
<th>Shares</th>
<th>Amount</th>
<th>Treasury Shares</th>
<th>Additional paid-in capital</th>
<th>Statutory reserves</th>
<th>Accumulated Other Comprehensive (loss) income</th>
<th>Accumulated Non-controlling interests</th>
<th>Total shareholders’ equity (deficit)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ordinary Shares</strong></td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>Balance as of January 1, 2018</td>
<td>99,554,102</td>
<td>12</td>
<td>(7,931,411)</td>
<td>(1)</td>
<td>5,358,793</td>
<td>10</td>
<td>(473,279)</td>
</tr>
<tr>
<td>Share-based compensation</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>1,678,476</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Issuance of shares to trusts upon exercise of share options</td>
<td>8,620,350</td>
<td>1</td>
<td>(5,321,635)</td>
<td>(1)</td>
<td>10</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Settlement for net exercise of share options</td>
<td>(613,675)</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(90,135)</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Release of shares from trusts</td>
<td>—</td>
<td>—</td>
<td>4,518,514</td>
<td>1</td>
<td>(1)</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Issuance of vested restricted shares</td>
<td>72,924</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Repurchase of ordinary shares</td>
<td>(1,836,725)</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(483,108)</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Deemed dividends to preferred shareholders upon repurchases of convertible preferred shares</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(664,418)</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Issuance of replacement awards in conjunction with acquisition of 99 Taxis (Note 4)</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>4,954</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Appropriation to statutory reserves</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>3,405</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Capital injection from a non-controlling interests shareholder</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Acquisition of a subsidiary with non-controlling interests</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Changes in unrealized loss from listed equity securities</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Share of other comprehensive income of equity method investees</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Foreign currency translation adjustments</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Net loss</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td><strong>Balance as of December 31, 2018</strong></td>
<td>105,796,976</td>
<td>13</td>
<td>(8,734,532)</td>
<td>(1)</td>
<td>5,804,571</td>
<td>3,415</td>
<td>2,503,954</td>
</tr>
<tr>
<td>Share-based compensation impact of adoption of</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>3,140,016</td>
<td>—</td>
<td>—</td>
</tr>
</tbody>
</table>
new guidance for investments in equity securities

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>194,599</th>
<th>(194,599)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of shares from trusts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appropriation to statutory reserves</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital injection from non-controlling interests</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Share of other comprehensive income of equity method investees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreign currency translation adjustments</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net loss</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance as of December 31, 2019</td>
<td>105,796,976</td>
<td>(3,959,170)</td>
<td>8,944,586</td>
</tr>
</tbody>
</table>

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### Table of Contents

XIAOJU KUAIZHI INC.

CONSOLIDATED STATEMENTS OF SHAREHOLDERS’ EQUITY (DEFICIT) (Continued)

For the Years Ended December 31, 2018, 2019 and 2020

(Amounts in thousands, except for share and per share data)

<table>
<thead>
<tr>
<th></th>
<th>Ordinary Shares</th>
<th>Treasury Shares</th>
<th>Additional paid-in capital</th>
<th>Statutory reserves</th>
<th>Accumulated Other Comprehensive (loss) income</th>
<th>Accumulated Other Comprehensive (loss) income</th>
<th>Non-controlling interests</th>
<th>Total shareholders' equity (deficit)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Shares</td>
<td>Amount</td>
<td>Shares</td>
<td>Amount</td>
<td>Shares</td>
<td>Amount</td>
<td>Shares</td>
<td>Shares</td>
</tr>
<tr>
<td>Balance as of December 31, 2019</td>
<td>105,796,976</td>
<td>13 (3,959,170)</td>
<td>—</td>
<td>8,944,586</td>
<td>7,344 (3,924,911)</td>
<td>(75,742,871)</td>
<td>176,555</td>
<td>(62,689,462)</td>
</tr>
<tr>
<td>Share-based compensation</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>3,413,292</td>
<td>—</td>
<td>—</td>
<td>3,413,292</td>
</tr>
<tr>
<td>Impact of adoption of credit losses guidance</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(144,651)</td>
</tr>
<tr>
<td>Issuance of shares to trusts upon exercise of share options</td>
<td>25,905,827</td>
<td>3 (13,379,655)</td>
<td>(2)</td>
<td>2,170,238</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>2,170,239</td>
</tr>
<tr>
<td>Settlement for net exercise of share options</td>
<td>(7,635,359)</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(2,184,348)</td>
</tr>
<tr>
<td>Release of shares from trusts</td>
<td>—</td>
<td>1,802,889</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Deemed dividends to preferred shareholders upon repurchases of convertible preferred shares</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(872)</td>
<td>—</td>
<td>—</td>
<td>(872)</td>
</tr>
<tr>
<td>Appropriation to statutory reserves</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>9,159</td>
<td>(9,159)</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Share of other comprehensive income of equity method investees</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>190</td>
<td>—</td>
<td>—</td>
<td>190</td>
</tr>
<tr>
<td>Foreign currency translation adjustments</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(5,926,301)</td>
<td>—</td>
<td>—</td>
<td>(5,926,301)</td>
</tr>
<tr>
<td>Accretion of convertible redeemable non-controlling interests to redemption value</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(165,047)</td>
</tr>
<tr>
<td>Net loss</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(10,514,498)</td>
<td>—</td>
<td>(10,607,538)</td>
</tr>
<tr>
<td>Balance as of December 31, 2020</td>
<td>124,067,444</td>
<td>2 (15,535,936)</td>
<td>(2)</td>
<td>12,177,849</td>
<td>16,503 (305,443)</td>
<td>(13,188,922)</td>
<td>12,747</td>
<td>(11,620,394)</td>
</tr>
</tbody>
</table>

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

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# XIAOJU KUAIZHI INC.

## CONSOLIDATED STATEMENTS OF CASH FLOWS

For the Years Ended December 31, 2018, 2019 and 2020

(Amounts in thousands, except for share and per share data)

<table>
<thead>
<tr>
<th></th>
<th>For the Year Ended December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td>RMB</td>
</tr>
<tr>
<td><strong>Cash flows from operating activities:</strong></td>
<td></td>
</tr>
<tr>
<td>Net loss</td>
<td>$(14,978,510)</td>
</tr>
<tr>
<td>Adjustments to reconcile net loss to net cash provided by (used in) operating activities:</td>
<td></td>
</tr>
<tr>
<td>Share-based compensation</td>
<td>1,678,476</td>
</tr>
<tr>
<td>Depreciation and amortization</td>
<td>2,784,556</td>
</tr>
<tr>
<td>Allowances for credit losses</td>
<td>413,741</td>
</tr>
<tr>
<td>Investment loss (income), net</td>
<td>818,192</td>
</tr>
<tr>
<td>Impairment loss for equity investments accounted for using cost method/Measurement Alternative</td>
<td>2,540,880</td>
</tr>
<tr>
<td>Loss from equity method investments, net</td>
<td>767,520</td>
</tr>
<tr>
<td>Loss on disposal of property and equipment, net and other assets</td>
<td>25,250</td>
</tr>
<tr>
<td>Impairment of property and equipment and other assets</td>
<td>102,143</td>
</tr>
<tr>
<td>Deferred income taxes, net</td>
<td>(318,741)</td>
</tr>
<tr>
<td>Foreign exchange loss (gain)</td>
<td>(248,055)</td>
</tr>
<tr>
<td>Accretion on short-term and long-term borrowings and others</td>
<td>—</td>
</tr>
<tr>
<td><strong>Changes in operating assets and liabilities:</strong></td>
<td></td>
</tr>
<tr>
<td>Accounts and notes receivable</td>
<td>(1,363,288)</td>
</tr>
<tr>
<td>Amounts due from related parties</td>
<td>(32,042)</td>
</tr>
<tr>
<td>Prepayments, receivables and other current assets</td>
<td>(1,976,974)</td>
</tr>
<tr>
<td>Operating lease right-of-use assets</td>
<td>—</td>
</tr>
<tr>
<td>Other non-current assets</td>
<td>(333,489)</td>
</tr>
<tr>
<td>Accounts and notes payable</td>
<td>(622,364)</td>
</tr>
<tr>
<td>Amounts due to related parties</td>
<td>33,137</td>
</tr>
<tr>
<td>Deferred revenue and customer advances</td>
<td>200,687</td>
</tr>
<tr>
<td>Accrued expenses and other current liabilities</td>
<td>1,776,264</td>
</tr>
<tr>
<td>Operating lease liabilities</td>
<td>—</td>
</tr>
<tr>
<td>Other non-current liabilities</td>
<td>(249,714)</td>
</tr>
<tr>
<td><strong>Net cash provided by (used in) operating activities</strong></td>
<td>$(9,228,452)</td>
</tr>
</tbody>
</table>

## Cash flows from investing activities:

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td>US$</td>
</tr>
<tr>
<td>Purchase of property and equipment and intangible assets</td>
<td>(5,483,694)</td>
<td>(2,252,488)</td>
<td>(5,799,097)</td>
<td>885,115</td>
</tr>
<tr>
<td>Proceeds from disposal of property and equipment and intangible assets</td>
<td>12,449</td>
<td>4,470</td>
<td>8,950</td>
<td>1,366</td>
</tr>
<tr>
<td>Purchase of long-term investments</td>
<td>(3,454,707)</td>
<td>(2,770,855)</td>
<td>(775,455)</td>
<td>(118,358)</td>
</tr>
<tr>
<td>Purchase of investment securities</td>
<td>(320,731)</td>
<td>(229,482)</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Proceeds from disposal of long-term investments and investment securities</td>
<td>348,411</td>
<td>2,379,581</td>
<td>6,786,279</td>
<td>1,035,788</td>
</tr>
<tr>
<td>Purchase of short-term investments and long-term time deposits</td>
<td>(53,851,575)</td>
<td>(55,135,523)</td>
<td>(71,443,911)</td>
<td>(10,904,471)</td>
</tr>
<tr>
<td>Proceeds from maturities of short-term investments and long-term time deposits</td>
<td>48,270,210</td>
<td>51,623,822</td>
<td>71,021,617</td>
<td>10,840,016</td>
</tr>
<tr>
<td>Loans receivable originated</td>
<td>(4,476,578)</td>
<td>(5,972,090)</td>
<td>(6,496,009)</td>
<td>(991,485)</td>
</tr>
<tr>
<td>Cash received from loan repayments</td>
<td>2,422,601</td>
<td>6,201,787</td>
<td>4,928,082</td>
<td>752,172</td>
</tr>
</tbody>
</table>
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XIAOJU KUAIZHI INC.  
CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)  
For the Years Ended December 31, 2018, 2019 and 2020  
(Amounts in thousands, except for share and per share data)

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

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XIAOJU KUAIZHI INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands, except for share and par value)

1 Organization and principal activities

Xiaoju Kuaizhi Inc. (the "Company"), previously named Xiaoju Science and Technology Limited, was incorporated under the laws of the Cayman Islands on January 11, 2013 and is primarily engaged in operating its global mobility platform that provides a full range of ride hailing services and other services in the People's Republic of China ("PRC" or "China") and overseas countries including Brazil, Mexico, etc. through its consolidated subsidiaries, variable interest entities ("VIE’s") and VIEs' subsidiaries (collectively, the "Group").

The Company's major subsidiaries and VIEs are described as follows:

<table>
<thead>
<tr>
<th>Companies</th>
<th>Place of Incorporation</th>
<th>Date of Incorporation/ Acquisition</th>
<th>Percentage of Direct or Indirect Economic Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Major Subsidiaries</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Xiaoju Science and Technology (Hong Kong) Limited</td>
<td>Hong Kong</td>
<td>January 29, 2013</td>
<td>100%</td>
</tr>
<tr>
<td>(&quot;Xiaoju HK&quot;)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beijing DiDi Infinity Technology and Development Co., Ltd. (&quot;Beijing DiDi&quot;)</td>
<td>PRC</td>
<td>May 6, 2013</td>
<td>100%</td>
</tr>
<tr>
<td>DIDI (HK) Science and Technology Limited (&quot;DiDi Technology&quot;)</td>
<td>Hong Kong</td>
<td>August 2, 2013</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Major VIEs (Including VIEs' Subsidiaries)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beijing Xiaoju Science and Technology Co., Ltd. (&quot;Xiaoju Technology&quot;)</td>
<td>PRC</td>
<td>July 10, 2012</td>
<td>100%</td>
</tr>
<tr>
<td>DIDI Chuxing Science and Technology Co., Ltd. (&quot;DIDI Chuxing&quot;)</td>
<td>PRC</td>
<td>July 29, 2015</td>
<td>100%</td>
</tr>
<tr>
<td>Beijing DiDi Chuxing Technology Co., Ltd.</td>
<td>PRC</td>
<td>December 5, 2018</td>
<td>100%</td>
</tr>
</tbody>
</table>

2 Variable interest entities

Due to the restrictions imposed by PRC laws and regulations on foreign ownership of companies engaged in value-added telecommunication services, finance business and certain other business, the Group operates its platforms and other restricted business in the PRC through certain PRC domestic companies, whose equity interests are held by certain management members of the Group ("Nominee Shareholders"). The Company obtained control over these PRC domestic companies by entering into a series of contractual arrangements with these PRC domestic companies and their respective Nominee Shareholders. These contractual agreements include power of attorney, exclusive option agreement, exclusive business cooperation agreements, equity pledge agreements, and other operating agreements. These contractual agreements can be extended at the relevant PRC subsidiaries' options prior to the expiration date. As a result, the Company maintains the ability to control these PRC domestic companies, is entitled to substantially all of the economic benefits from these PRC domestic companies and is obligated to absorb all expected losses of these PRC domestic companies. Management concluded that these PRC domestic companies are VIEs of the Company, of which the Company is the ultimate primary beneficiary. As such, the Group consolidated the financial results of these PRC domestic companies.
and their subsidiaries in the Group's consolidated financial statements. Refer to Note 3.2 to the consolidated financial statements for the basis of consolidation.

The following is a summary of the major contractual agreements (collectively, "Contractual Agreements") that the Company, through its subsidiaries, entered into with the PRC domestic companies and their nominee shareholders:

**a Contractual agreements with VIEs**

**Power of Attorney**

Pursuant to the power of attorney agreements among the Wholly Foreign Owned Enterprises ("WFOE"s), the VIEs and their respective Nominee Shareholders, each Nominee Shareholder of the VIEs irrevocably undertakes to appoint the WFOE, as the attorney-in-fact to exercise all of the rights as a shareholder of the VIEs, including, but not limited to, the right to convene and attend shareholders' meeting, vote on any resolution that requires a shareholder vote, such as appoint or remove directors and other senior management, and other voting rights pursuant to the articles of association (subject to the amendments) of the VIEs. Each power of attorney agreement is irrevocable and remains in effect as long as the Nominee Shareholder continues to be a shareholder of the VIEs.

**Exclusive Option Agreements**

Pursuant to the exclusive option agreements between WFOEs and the PRC Nominee Shareholders, the PRC nominee shareholders granted WFOEs exclusive right to purchase, when and to the extent permitted under PRC law, all or part of the equity interests from shareholders of VIEs. The exercise price for the options to purchase all or part of the equity interests shall be the minimum amount of consideration permissible under then applicable PRC law. The agreement shall be valid until WFOEs or its designated party purchases all the shares from shareholders of VIEs. The terms of the exclusive option agreement are 10 years and can be automatically extended until such time WFOEs delivers a confirmation letter specifying the renewal term of this agreement.

**Exclusive Business Corporation Agreement**

Pursuant to the exclusive business cooperation agreements between the WFOEs and the VIEs, respectively, the WFOEs have the exclusive right to provide the VIEs with services related to, among other things, comprehensive technical support, professional training, consulting, marketing and promotional services. Without prior written consent of the WFOEs, the VIEs agree not to directly or indirectly accept the same or any similar services provided by any others regarding the matters ascribed by the exclusive business cooperation agreements. The VIEs agree to pay the WFOEs services fees, which shall be determined by the WFOEs. The WFOEs have the exclusive ownership of intellectual property rights created as a result of the performance of the agreements. The agreements shall remain effective except that the WFOEs are entitled to terminate the agreements in writing.
Pursuant to the equity pledge agreements among the WFOEs, the VIEs and their respective Nominee Shareholders, the Nominee Shareholders of the VIEs pledged all of their respective equity interests in the VIEs to the WFOEs as collaterals for performance of the obligations of the VIEs and their Nominee Shareholders under the exclusive business cooperation agreements, the power of attorney agreements and the exclusive option agreements. The Nominee Shareholders of the VIEs also undertake that, during the term of the equity pledge agreements, unless otherwise approved by the WFOEs in writing, they will not transfer the pledged equity interests or create or allow any new pledge or other encumbrance on the pledged equity interests. As of the date of this report, the Group has registered all such equity pledges with the local branch of the State Administration for Market Regulation in accordance with PRC laws to perfect the respective equity pledges. After the completion of the equity pledge registrations, in the event of a breach by the VIEs or its shareholders of the contractual obligations under these agreements, the WFOEs will have the right to dispose of the pledged equity interests in the VIEs.

Spousal Consent Letters

Pursuant to the spousal consent letters, each of the spouses of the applicable individual Nominee Shareholders of the VIEs unconditionally and irrevocably agrees that the equity interest in the VIEs held by and registered in the name of his or her respective spouse will be disposed of pursuant to the relevant exclusive business cooperation agreements, equity pledge agreements, the exclusive option agreements and the power of attorney agreements, without his or her consent. In addition, each of them agrees not to assert any rights over the equity interest in the VIEs held by their respective spouses. In addition, in the event that any of them obtains any equity interest in the VIEs held by their respective spouses for any reason, such spouses agree to be bound by similar obligations and agree to enter into similar contractual arrangements.

b Risks in relation to the VIE structure

Part of the Group's business is conducted through the VIEs of the Group, of which the Company is the ultimate primary beneficiary. The Company has concluded that (i) the ownership structure of the VIEs is not in violation of any existing PRC law or regulation in any material respect; and (ii) each of the VIE Contractual Agreements is valid, legally binding and enforceable to each party of such agreements and will not result in any violation of PRC laws or regulations currently in effect. However, uncertainties in the PRC legal system could cause the relevant regulatory authorities to find the current VIE Contractual Agreements and business to be in violation of any existing or future PRC laws or regulations.

On March 15, 2019, the National People's Congress adopted the Foreign Investment Law of the PRC, which became effective on January 1, 2020, together with their implementation rules and ancillary regulations. The Foreign Investment Law does not explicitly classify contractual arrangements as a form of foreign investment, but it contains a catch-all provision under the definition of "foreign investment", which includes investments made by foreign investors through means stipulated in laws or administrative regulations or other methods prescribed by the State Council. It is unclear that whether the Group's corporate structure will be seen as violating the
2 Variable interest entities (Continued)

foreign investment rules as the Group are currently leveraging the contractual arrangements to operate certain business in which foreign investors are prohibited from or restricted to investing. If variable interest entities fall within the definition of foreign investment entities, the Group's ability to use the contractual arrangements with its VIEs and the Group's ability to conduct business through the VIEs could be severely limited.

In addition, if the Group's corporate structure and the contractual arrangements with the VIEs through which the Group conducts its business in the PRC were found to be in violation of any existing or future PRC laws and regulations, the Group's relevant PRC regulatory authorities could:

- revoke or refuse to grant or renew the Group's business and operating licenses;
- restrict or prohibit related party transactions between the wholly owned subsidiary of the Group and the VIEs; impose fines, confiscate income or other requirements which the Group may find difficult or impossible to comply with;
- require the Group to alter, discontinue or restrict its operations;
- restrict or prohibit the Group's ability to finance its operations, and;
- take other regulatory or enforcement actions against the Group that could be harmful to the Group's business.

The imposition of any of these penalties may result in a material and adverse effect on the Group's ability to conduct the Group's business. In addition, if the imposition of any of these penalties causes the Group to lose the rights to direct the activities of the VIEs or the right to receive its economic benefits, the Group would no longer be able to consolidate the VIEs. Management believes that the likelihood for the Group to lose such ability is remote based on current facts and circumstances. However, the interpretation and implementation of the laws and regulations in the PRC and their application to an effect on the legality, binding effect and enforceability of contracts are subject to the discretion of competent PRC authorities, and therefore there is no assurance that relevant PRC authorities will take the same position as the Group herein in respect of the legality, binding effect and enforceability of each of the contractual arrangements. Meanwhile, since the PRC legal system continues to rapidly evolve, the interpretations of many laws, regulations or rules are not always uniform and enforcement of these laws, regulations and rules involves uncertainties, which may limit legal protections available to the Group to enforce the contractual arrangements should the VIEs or the Nominee Shareholders of the VIEs fail to perform their obligations under those arrangements.

c Summary financial information of the Group's VIEs (inclusive of VIEs' subsidiaries)

In accordance with VIE Contractual Agreements, the Company could (1) exercise all shareholder's rights of the VIEs and has power to direct the activities that most significantly affects the economic performance of the VIEs, and (2) receive the economic benefits of the VIEs that could be significant to the VIEs. Accordingly, the Company is considered as the ultimate primary beneficiary of the VIEs and has consolidated the VIEs' financial results of operations, assets and liabilities in the Company's consolidated financial statements. Therefore, the Company considers that there are no assets in the VIEs that can be used only to settle obligations of the VIEs, except
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(In thousands, except for share and par value)

2 Variable interest entities (Continued)

for the registered capital of the VIEs amounting to approximately RMB11,494,421, RMB18,719,665 and RMB11,965,369 as of December 31, 2018, 2019 and 2020, as well as certain non-distributable statutory reserves amounting to approximately RMB2,801, RMB5,663 and RMB13,606 as of December 31, 2018, 2019 and 2020. As the VIEs are incorporated as limited liability companies under the PRC Company Law, creditors do not have recourse to the general credit of the Company for the liabilities of the VIEs. There is currently no contractual arrangement that would require the Company to provide additional financial support to the VIEs. As the Group is conducting certain business in the PRC through the VIEs, the Group may provide additional financial support on a discretionary basis in the future, which could expose the Group to a loss.

The following table sets forth the assets, liabilities, results of operations and changes in cash, cash equivalents and restricted cash of the VIEs (inclusive of the VIEs’ subsidiaries) taken as a whole, which were included in the Group’s consolidated financial statements with intercompany transactions eliminated. The following disclosures present the financial positions of the business that currently constitute the VIE entities as of December 31, 2018, 2019 and 2020 and the operation results for the years ended December 31, 2018, 2019 and 2020:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td>RMB</td>
</tr>
<tr>
<td>Cash, cash equivalents and restricted cash</td>
<td>5,308,417</td>
</tr>
<tr>
<td>Short-term investments</td>
<td>2,400,000</td>
</tr>
<tr>
<td>Accounts and notes receivable, net</td>
<td>1,262,846</td>
</tr>
<tr>
<td>Other current assets, net</td>
<td>1,072,281</td>
</tr>
<tr>
<td>Amounts due from non-VIE subsidiaries</td>
<td>14,135,660</td>
</tr>
<tr>
<td><strong>Total current assets</strong></td>
<td>24,179,204</td>
</tr>
<tr>
<td>Investments securities and long-term investments</td>
<td>1,210,364</td>
</tr>
<tr>
<td>Other non-current assets, net</td>
<td>1,947,332</td>
</tr>
<tr>
<td><strong>Total non-current assets</strong></td>
<td>3,157,696</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td>27,336,900</td>
</tr>
<tr>
<td>Short-term borrowings</td>
<td>1,100,000</td>
</tr>
<tr>
<td>Accounts and notes payable</td>
<td>4,162,086</td>
</tr>
<tr>
<td>Other current liabilities</td>
<td>4,771,573</td>
</tr>
<tr>
<td>Amounts due to non-VIE subsidiaries, current portion</td>
<td>14,540,771</td>
</tr>
<tr>
<td><strong>Total current liabilities</strong></td>
<td>24,574,430</td>
</tr>
<tr>
<td>Other non-current liabilities</td>
<td>36,778</td>
</tr>
<tr>
<td>Amounts due to non-VIE subsidiaries, non-current portion</td>
<td>17,981,584</td>
</tr>
<tr>
<td><strong>Total non-current liabilities</strong></td>
<td>18,018,362</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td>42,592,792</td>
</tr>
</tbody>
</table>

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(In thousands, except for share and par value)

2 Variable interest entities (Continued)

<table>
<thead>
<tr>
<th>For the Year Ended December 31</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>Total revenues</td>
<td>134,142,882</td>
<td>150,816,969</td>
<td>137,885,322</td>
</tr>
<tr>
<td>Net income (loss)</td>
<td>565,647</td>
<td>539,032</td>
<td>(542,864)</td>
</tr>
<tr>
<td>Net cash provided by (used in) operating activities</td>
<td>(549,647)</td>
<td>4,497,949</td>
<td>659,450</td>
</tr>
<tr>
<td>Net cash provided by (used in) investing activities</td>
<td>2,478,947</td>
<td>(2,780,009)</td>
<td>(842,172)</td>
</tr>
<tr>
<td>Net cash provided by (used in) financing activities</td>
<td>100,000</td>
<td>(1,100,000)</td>
<td>4,037,500</td>
</tr>
</tbody>
</table>

3 Summary of significant accounting policies

3.1 Basis of presentation

The consolidated financial statements of the Group have been prepared in accordance with the accounting principles generally accepted in the United States of America ("US GAAP"). Significant accounting policies followed by the Group in the preparation of the accompanying consolidated financial statements are summarized below.

3.2 Basis of consolidation

The consolidated financial statements include the financial statements of the Company, its subsidiaries, the 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 VIE is an entity in which the Company's subsidiary, through contractual arrangements, has the power to direct the activities that most significantly impact the entity's economic performance, bears the risks of and enjoys the rewards normally associated with ownership of the entity, and therefore the Company is the primary beneficiary of the entity.

All transactions and balances among the Company, its subsidiaries and the VIEs and VIEs' subsidiaries have been eliminated upon consolidation. The results of subsidiaries and VIEs acquired or disposed of during the year are recorded in the consolidated statements of comprehensive loss from the effective dates of acquisition or up to the effective dates of disposal, as appropriate.

3.3 Impact of COVID-19

Due to the COVID-19 pandemic starting in January 2020 and the various governmental regulations adopted to cope with the pandemic, there was an adverse impact on the Group's business and operations such as reduced demand for China Mobility and International business. The adverse economic and market condition resulting from COVID-19 triggered the decrease in revenue during 2020. The global spread of COVID-19 pandemic may also result in global economic
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(In thousands, except for share and par value)

3 Summary of significant accounting policies (Continued)

distress, and the extent to which it may affect the Group's results of operations will depend on future developments of the COVID-19 pandemic, which are highly uncertain and difficult to predict.

As part of Chinese government's effort to ease the burden of business affected by COVID-19, the Ministry of Human Resources and Social Security, the Ministry of Finance and the State Taxation Administration temporarily reduced or exempted contributions to the government-mandated employee welfare benefit plans since February 2020. In addition, the Ministry of Finance and the State Taxation Administration temporarily reduced VAT rate of 3% to zero since January 2020 on revenues derived from ride hailing services in the PRC and other public transportation services until the end of first quarter of 2021.

While the adverse impact from COVID-19 is currently expected to be temporary, there is uncertainty around the duration of these disruptions and the possibility of other adverse effects on the Group's business. The Group continues to assess the impact from the COVID-19 outbreak, and the Group is unable to accurately predict the full impact of COVID-19 on the business, results of operations, financial position and cash flows due to numerous uncertainties, including the severity of the disease, the duration of the outbreak, additional actions that may be taken by governmental authorities, the further impact on the business of drivers, riders, and business partners. The Group will continue to monitor for potential credit risk as the impact of the COVID-19 pandemic evolves.

3.4 Use of estimates

The preparation of these financial statements in conformity with US GAAP requires management to make estimates and judgements that affect the reported amounts of the assets and liabilities, the disclosure of contingent assets and liabilities at the balance sheet dates, and the reported revenues and expenses during the reported periods.

The Group believes that (i) revenue recognition, (ii) assessment for impairment of goodwill, long-lived assets, intangible assets, (iii) determination of the estimated useful lives of long-lived assets, (iv) fair value of short-term, long-term investments and other financial instruments, (v) provision for credit losses of time deposits, accounts and notes receivable, loans receivable, contract assets, finance lease receivables and other receivables, (vi) determination of the fair value of ordinary shares, (vii) the purchase price allocation with respect to business combination and acquisition of equity method investees, (viii) valuation and recognition of share-based compensation expenses, (ix) provision for income tax and realization of deferred tax assets reflect more significant judgments and estimates used in the preparation of its consolidated financial statements. These estimates are inherently subject to judgment and actual results could differ from those estimates.

The Group considered the impacts of the COVID-19 pandemic on the assumptions and inputs (including market data) supporting certain of these estimates, assumptions and judgments, in particular, the impairment assessment related to the determination of the fair values of certain investments and goodwill and the recoverability of long-lived assets. The level of uncertainties and volatilities in the global financial markets and economies resulting from the pandemic as well as the uncertainties related to the impact of the pandemic on the Group and the investees' operations and financial performance means that these estimates may change in future periods, as new events occur and additional information is obtained.
3 Summary of significant accounting policies (Continued)

Based on current assessment of these estimates, although the COVID-19 outbreak adversely affected the Group's business in the first half of 2020, the Group concluded that there would be no material impact on the Group's long-term forecast, and the Group did not identify additional impairments related to its goodwill or other long-lived assets except for the impairment charge mentioned in Note 26 for the year ended December 31, 2020.

3.5 Functional currency and foreign currency translation

The Group uses Renminbi ("RMB") as its reporting currency. The functional currency of the Company and its subsidiaries incorporated in the Cayman Islands and BVI is United States dollars ("US$") and the functional currency of the PRC entities in the Group is RMB. The Company’s subsidiaries with operations in other jurisdictions generally use their respective local currencies as their functional currencies. The determination of the respective functional currency is based on the criteria of Accounting Standards Codification ("ASC") 830, Foreign Currency Matters.

Transactions denominated in currencies other than functional currency are translated into functional currency at the exchange rates quoted by authoritative banks prevailing at the dates of the transactions. Exchange gains and losses resulting from those foreign currency transactions denominated in a currency other than the functional currency are recorded as other income (loss), net in the consolidated statements of comprehensive loss. The foreign exchange loss amounted to RMB297,484 and RMB222,684 for the years ended December 31, 2018 and 2019, respectively; and the foreign exchange gain amounted to RMB1,156,606 for the year ended December 31, 2020.

The financial statements of the Group are translated from the functional currency into RMB. Assets and liabilities are translated at the exchange rates at the balance sheet date. Equity accounts other than earnings generated in the current period are translated into RMB using the appropriate historical rates. Revenues and expenses, gains and losses are translated into RMB using the periodic average exchange rate for the year. Translation adjustments are reported as foreign currency translation adjustments and are shown as a component of other comprehensive income (loss) in the consolidated statements of comprehensive loss.

3.6 Convenience translation

Translations of the consolidated balance sheet, consolidated statement of comprehensive loss and consolidated statement of cash flows from RMB into US$ as of and for the year ended December 31, 2020 are solely for the convenience of the reader and were calculated at the rate of US$1.00 = RMB6.5518, representing the index rates stipulated by the federal reserve board/the noon buying rate set forth in the H.10 statistical release of the U.S. Federal Reserve Board on March 31, 2021. No representation is made that the RMB amounts could have been, or could be, converted, realized or settled into US$ at that rate on March 31, 2021, or at any other rate.
3.7 Fair value measurement

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 measurements for assets and liabilities required or permitted to be recorded at fair value, the Group considers the principal or most advantageous market in which it would transact and 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** — Quoted prices (unadjusted) in active markets for identical assets or liabilities;
- **Level 2** — Observable, market-based inputs, other than quoted prices, in active markets for identical assets or liabilities;
- **Level 3** — Unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

Accounting guidance also describes three main approaches to measure the fair value of assets and liabilities: (1) market approach; (2) income approach and (3) cost approach. The market approach uses prices and other relevant information generated from market transactions involving identical or comparable assets or liabilities. The income approach uses valuation techniques to convert future amounts to a single present value amount. The measurement is based on the value indicated by current market expectations about those future amounts. The cost approach is based on the amount that would currently be required to replace an asset.

When available, the Group uses quoted market prices to determine the fair value of an asset or liability. If quoted market prices are not available, the Group will measure fair value using valuation techniques that use, when possible, current market-based sourced market parameters, such as interest rates and currency exchange rates.

3.8 Cash and cash equivalents

Cash and cash equivalents represent cash on hand, time deposits and highly liquid investments placed with banks or other financial institutions, which are unrestricted as to withdrawal or use, and which have original maturities less than three months. As of December 31, 2018, 2019 and 2020, cash held in accounts managed by online payment platforms such as Alipay and WeChat Pay amounted to RMB1,246,779, RMB970,847, and RMB1,266,695 respectively, which have been classified as cash and cash equivalents in the consolidated balance sheets.
3 Summary of significant accounting policies (Continued)

3.9 Restricted cash and non-current restricted cash

Cash and time deposits that are restricted as to withdrawal for use or pledged as security is reported separately as restricted cash. The Group's restricted cash is classified into current and non-current based on the length of restricted period. The Group's restricted cash primarily represents security deposits for the bank acceptance bills.

3.10 Short-term investments

Short-term investments mainly consist of time deposits, structured deposits and wealth management products. Time deposits are the balances placed with the banks with original maturities over three months, but less than one year, whose carrying amount approximate to fair value due to their short-term nature.

Structured deposits and wealth management products refer to the financial instruments with variable interests rates indexed to performance of underlying assets. The Group elected the fair value option ("FVO") at the date of initial recognition to measure structured deposits and wealth management products at fair value. Changes in the fair value are reflected in the consolidated statements of comprehensive loss as investment income (loss), net.

3.11 Accounts and notes receivable, net

Accounts receivable, net represent uncollected fare payments from individual customers and enterprise customers and primarily consist of (i) uncollected fare payments from individual customers for completed transactions, (ii) fare amounts not yet settled with enterprise customers, (iii) uncollected invoiced amounts from enterprise customers for other services completed.

Notes receivable, net represent short-term notes receivable issued by reputable financial institutions that entitle the Group to receive the full-face amount from the financial institutions at maturity, which generally range from one to twelve months from the date of issuance.

The Group records an allowance for credit losses for accounts receivable to the amounts that may not be collected. Before January 1, 2020, the Group estimates the allowance based on historical experience, the age of the amount due, the customer payment and the customers' creditworthiness, which are reviewed periodically and as needed, and amounts are written off when determined to be uncollectable.

From January 1, 2020, the Group determines the expected credit losses provisions based on ASU No. 2016-13, Financial Instruments — Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments ("ASC 326"), detailed as Note 3.14.

3.12 Loans receivable, net

Loans receivable, net primarily represent micro loans the Group offers to individual borrowers who are registered as riders, end-users or drivers via the Group's platforms.
3 Summary of significant accounting policies (Continued)

Measurement of loans receivable

Loans receivable are measured at amortized cost and reported on the consolidated balance sheets at outstanding principal adjusted for allowances for credit losses as the Group undertakes substantially all the risks and rewards for such loans offered.

Accrued interest receivables

Accrued interest income on loans receivable is calculated based on the contractual interest rate of the loan and recorded as revenue in Other Initiatives as earned in the consolidated statements of comprehensive loss. Loans receivable are placed on non-accrual status upon reaching 90 days past due. When a loan receivable is placed on non-accrual status, the Group stops accruing interest and reverses all accrued but unpaid interest as of such date. The Group assesses the collectability of accrued interest together with the unpaid principal amount. Interest income for non-accrual loans receivable is recognized on a cash basis. Cash receipt of non-accrual loans receivable would be first applied to any unpaid principal and late payment fees, if any, before recognizing interest income. The Group does not resume accrual of interest after a loan has been placed on non-accrual basis.

Allowance for credit losses

The provision for credit losses reflects the best estimate of the losses inherent in the outstanding portfolio of loans. Before January 1, 2020, the Group provides allowances for credit losses for loan and accrued interest receivables based primarily on historical loss experience using a rolling rate-based model applied to the loans receivable portfolios. The Group considers many factors, including but not limited to, the age of the amounts due, the payment history, the month of origination, the purpose of the loans, customers’ creditworthiness, financial conditions of the individual borrowers, terms of the loans, regulatory environment, and the general economic conditions, into the assessment of allowance for credit losses.

The Group considers loan receivable to be delinquent when a monthly payment is one day past due. The Group writes off the loan receivable against the related allowance when management determines that full repayment of a loan is not probable. Generally, write-off occurs after the 180th day of delinquency. The primary factor in making such determination is the assessment of potential recoverable amounts from the delinquent debtor.

From January 1, 2020, the Group determines the expected credit losses provisions based on ASC 326, detailed as Note 3.14.

3.13 Short-term and long-term finance lease receivables, net

The Group provides automobile finance lease services to individual customers and rental companies. The net investment of the lease will be recorded as finance lease receivables upon the inception of the lease. The net investment in a lease consists of the minimum lease payments, net of executory costs plus the unguaranteed residual value, less the unearned interest income plus the unamortized initial direct costs related to the lease. The accrued interest is also included in the finance lease receivables balance. Over the period of a lease, each lease payment received is
3 Summary of significant accounting policies (Continued)

allocated between the repayment of the net investment in the lease and lease income based on the effective interest method so as to produce a constant rate of return on the net investment in the lease. The lease income is recorded as the Group's revenues in the consolidated statements of comprehensive loss. Initial direct costs of the finance leases are amortized over the lease term by adjusting against the related lease income. The investment in the leases, net of allowance for credit losses, is presented as finance lease receivables and classified as current or non-current assets in the balance sheets based on the duration of the remaining lease terms.

Before January 1, 2020, the Group estimates the balance of provision for credit losses of its finance lease receivables at each balance sheet date by applying an incurred loss model, mainly based on customer repayment activities, such as the historical loss rate and days past due information. The total balance of finance lease receivable is considered contractually past due if the minimum required payment is not received by the contractual repayment day.

Accrued lease income on finance lease receivables is calculated based on the effective interest rate of the net investment. Finance lease receivables are placed on non-accrual status upon reaching past due status for more than 90 days. When a finance lease receivable is placed on non-accrual status, the Group stops accruing interest. Lease income is subsequently recognized only upon the receipt of cash payments.

From January 1, 2020, the Group determines the expected credit losses provisions based on ASC 326, detailed as Note 3.14.

3.14 Expected credit losses

In 2016, the FASB issued ASC 326, which amends previously issued guidance regarding the impairment of financial instruments by creating an impairment model that is based on expected losses. The Group adopted ASC 326 on January 1, 2020 using a modified retrospective approach which did not have a material impact on the opening balance of accumulated deficit.

The Group's time deposits, accounts and notes receivable, loans receivable, contract assets, finance lease receivables and other receivables are within the scope of ASC 326. The Group has identified the relevant risk characteristics of its customers and the related receivables and other receivables which include size, type of the services or the products the Group provides, or a combination of these characteristics. Receivables with similar risk characteristics have been grouped into pools. For each pool, the Group considers the historical credit losses experience, current economic conditions, supportable forecasts of future economic conditions, and any recoveries in assessing the lifetime expected credit losses. Other key factors that influence the expected credit losses analysis include customer demographics, payment terms offered in the normal course of business to customers, and industry-specific factors that could impact the Group's receivables. Additionally, external data and macroeconomic factors are also considered. This is assessed at each quarter based on the Group's specific facts and circumstances.

All forward-looking statements are, by their nature, subject to risks and uncertainties, many of which are beyond the Group's control. Primarily as a result of the macroeconomic and market turmoil caused by COVID-19, the Group updated the model based on the continuously monitoring result and took the latest available information into consideration.
3 Summary of significant accounting policies (Continued)

3.15 Investment securities

Investment securities consist of equity securities with readily determinable fair value and debt securities.

Equity securities with readily determinable fair value

The Group invests in marketable equity securities, which are publicly traded stock.

Prior to the adoption of ASU 2016-01, equity securities that have readily determinable fair values and were not accounted for using the equity method were classified as available-for-sale, and were carried at fair value with unrealized gains and losses recorded in accumulated other comprehensive income (loss) as a component of shareholders' equity (deficit).

Upon the adoption of ASU 2016-01 on January 1, 2019, the Group carries these equity securities at fair value with unrealized gains and losses recorded in the consolidated statements for comprehensive loss. Unrealized losses recorded in accumulated other comprehensive income as of January 1, 2019 related to equity securities previously classified as available-for-sale, in the amount of RMB194,599, net of tax, were reclassified into accumulated deficit on January 1, 2019.

Debt securities

For investments in convertible bonds with maturities of over one year, the Group elected the fair value option. The fair value option permits the irrevocable election on an instrument-by-instrument basis at initial recognition of an asset or liability or upon an event that gives rise to a new basis of accounting for that instrument. The investments accounted for under the fair value option are carried at fair value with realized or unrealized gains (losses) recorded as investment income (loss), net in the consolidated statements of comprehensive loss. The Group classifies the valuation techniques that use these inputs as Level 2 of fair value measurements.

3.16 Long-term investments

The Group's long-term investments consist of equity investments without readily determinable fair value and equity method investments.

Equity securities without readily determinable fair value measured at Measurement Alternative

Prior to the adoption of ASU 2016-01, the cost method was used to account for certain equity investments in privately held companies over which the Group neither has control nor significant influence through investments in common stock or in-substance common stock.

Beginning on January 1, 2019, the Group's equity investments without readily determinable fair values, which do not qualify for NAV practical expedient and over which the Group does not have the ability to exercise significant influence through the investments in common stock or in-substance common stock, are accounted for under the measurement alternative upon the adoption of ASU 2016-01 (the "Measurement Alternative"). Under the Measurement Alternative, the carrying value is measured at cost, less any impairment, plus or minus changes resulting from observable price changes in orderly transactions for identical or similar investments of the same
3 Summary of significant accounting policies (Continued)

issuer. All realized and unrealized gains (losses) on the investments, are recognized in investment income (loss), net in the consolidated statements of comprehensive loss.

For investments under the cost method/Measurement Alternative, the Group makes a qualitative assessment of whether the investment is impaired at each reporting date based on performance and financial position of the investee as well as other evidence of market value. Such assessment includes, but is not limited to, reviewing the investee's cash position, recent financing, as well as the financial and business performance, and other significant judgement in considering various factors and events.

If a qualitative assessment indicates that the investment is impaired, the Group estimates the investment's fair value in accordance with the principles of ASC 820. If the fair value is less than the investment's carrying value, the Group recognizes an impairment loss in net loss equal to the difference between the carrying value and fair value. Significant judgment is applied by the Group in estimating the fair value to determine if an impairment exists, and if so, to measure the impairment losses for these equity security investments. These judgements include the selection of valuation methods in estimating fair value and the determination of key valuation assumptions used in cash flow forecasts.

Equity investments accounted for using the equity method

The Group applies the equity method to account for equity investments in common stock or in-substance common stock, according to ASC 323 "Investments — Equity Method and Joint Ventures", over which it has significant influence but does not own a majority equity interest or otherwise control. An investment in in-substance common stock is an investment in an entity that has risk and reward characteristics that are substantially similar to that entity's common stock. The Group considers subordination, risks and rewards of ownership and obligation to transfer value when determining whether an investment in an entity is substantially similar to an investment in that entity's common stock.

Under the equity method, the Group initially records its investment at cost and subsequently records its share of the results of the equity investees on a one quarter in arrears basis. The excess of the carrying amount of the investment over the underlying equity in net assets of the equity investee generally represents goodwill and intangible assets acquired. The Group subsequently adjusts the carrying amount of the investment to recognize the Group's proportionate share of each equity investee's net income or loss into the consolidated statement of comprehensive loss and recognize its share of post-acquisition movements in accumulated other comprehensive income in accumulated other comprehensive income (loss) as a component of shareholders' equity (deficit). When the Group's share of losses in the equity investees equals or exceeds its interest in the equity investee, the Group does not recognize further losses, unless the Group has incurred obligations or made payments or guarantees on behalf of the equity investee, or the Group holds other investments in the equity investee.

The Group continuously reviews its investments in equity investees to determine whether a decline in fair value below the carrying value is other-than-temporary. The primary factors the Group considers in its determination are the duration and severity of the decline in fair value, the financial
3 Summary of significant accounting policies (Continued)

condition, operating performance and the prospects of the equity investee, and other company specific information such as recent financing rounds. If any impairment is considered other-than-temporary, the Group writes down the investment to its fair value and recognizes the impairment charge to the consolidated statements of comprehensive loss.

3.17 Property and equipment, net

Property and equipment are stated at cost, net of accumulated depreciation and impairment, if any. Depreciation is primarily computed using the straight-line method over the estimated useful lives of the assets.

Bikes and e-bikes

Bikes and e-bikes are primarily depreciated over the estimated useful lives on a straight-line basis. The initial estimated useful lives of such bikes and e-bikes are generally from 2 to 3 years.

Vehicles

Vehicles are depreciated over the estimated useful lives on a straight-line basis. The initial estimated useful lives of such vehicles are 5 years. The Group also estimates the residual value of the vehicles at the expected time of disposal. The estimated residual values for vehicles are based on factors including model, age, and mileage. The Group makes annual assessments to the depreciation rates of vehicles in response to the latest market conditions and their effect on residual values as well as the estimated time of disposal. Changes made to estimates are reflected in vehicle-related depreciation expense on a prospective basis.

Other property and equipment

Other property and equipment are stated at cost less accumulated depreciation and impairment, if any. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. Expenditures for maintenance and repairs are expensed as incurred. The gain or loss on the disposal of property and equipment is the difference between the net sales proceeds and the carrying amount of the relevant assets and is recognized in the consolidated statements of comprehensive loss.

Property and equipment have estimated useful lives as follows:

<table>
<thead>
<tr>
<th>Categories</th>
<th>Estimated useful lives of the Assets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bikes and e-bikes</td>
<td>2-3 years</td>
</tr>
<tr>
<td>Vehicles</td>
<td>5 years</td>
</tr>
<tr>
<td>Computers, equipment and software</td>
<td>3-5 years</td>
</tr>
<tr>
<td>Leasehold improvement</td>
<td>Lesser of estimated useful life or remaining lease terms</td>
</tr>
<tr>
<td>Others</td>
<td>5-40 years</td>
</tr>
</tbody>
</table>

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3 Summary of significant accounting policies (Continued)

Construction in progress

Direct costs that are related to the construction of property, equipment and incurred in connection with bringing the assets to their intended use are capitalized as construction in progress. Construction in progress is transferred to specific property or equipment, which were primarily relating to vehicles and bikes and e-bikes which are not ready for lease or use, and the depreciation of these assets commences when the assets are ready for their intended use.

3.18 Intangible assets, net

Intangible assets are primarily acquired through business combinations or purchased from third parties. Intangible assets arising from business combinations are recognized and measured at fair value upon acquisition. Purchased intangible assets are initially recognized and measured at cost upon acquisition. Separately identifiable intangible assets that have determinable lives continue to be amortized over their estimated useful lives based upon the usage of the asset, which is approximated using a straight-line method as follows:

<table>
<thead>
<tr>
<th>Categories</th>
<th>Estimated Useful Lives of the Assets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-compete agreements</td>
<td>6-7 years</td>
</tr>
<tr>
<td>Trademark and patents</td>
<td>3-20 years</td>
</tr>
<tr>
<td>Driver lists</td>
<td>5 years</td>
</tr>
<tr>
<td>Customer lists</td>
<td>5 years</td>
</tr>
<tr>
<td>Software</td>
<td>5 years</td>
</tr>
<tr>
<td>Online payment license*</td>
<td>Indefinite live</td>
</tr>
<tr>
<td>Others</td>
<td>Indefinite live</td>
</tr>
</tbody>
</table>

* Acquired online payment license is considered to be an indefinite live and is carried at cost less any subsequent impairment loss. The Group is required to apply for the renewal of the license issued from government authorities each five years and the Group considered that there were no practical difficulties in the application of renewal process.

3.19 Impairment of long-lived assets other than goodwill

Long-lived assets including property and equipment, intangible assets and other non-current assets other than goodwill are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. Measurement of any impairment loss for long-lived assets that management expects to hold, or use is based on the amount by which the carrying value exceeds the fair value of the asset. Judgment is used in estimating future cash flows, determining appropriate discount rates and making other assumptions. Changes in these estimates and assumptions could materially affect the determination of the long-live assets' fair value.
3 Summary of significant accounting policies (Continued)

3.20 Goodwill

Goodwill represents the excess of the purchase price over the fair value of net assets acquired in a business combination.

Goodwill is not depreciated or amortized but is tested for impairment on an annual basis, and between annual tests when an event occurs, or circumstances change that could indicate that the asset might be impaired. The Group adopted ASU No. 2017-04, Intangibles — Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment, and in accordance with the FASB, a company first has the option to assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. In the qualitative assessment, the Group considers primary factors such as industry and market considerations, overall financial performance of the reporting unit, and other specific information related to the operations. If the Group decides, as a result of its qualitative assessment, that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, the quantitative impairment test is mandatory. Otherwise, no further testing is required. The quantitative impairment test consists of a comparison of the fair value of each reporting unit with its carrying amount, including goodwill. If the carrying amount of the reporting unit exceeds its fair value, an impairment loss equal to the difference will be recorded. Application of a goodwill impairment test requires significant management judgment, including the identification of reporting units, assigning assets and liabilities to reporting units, assigning goodwill to reporting units, and determining the fair value of each reporting unit. The judgment in estimating the fair value of reporting units includes estimating future cash flows, determining appropriate discount rates and making other assumptions. Changes in these estimates and assumptions could materially affect the determination of fair value for each reporting unit. The Group performs goodwill impairment testing at the reporting unit level on December 31 annually. No impairment of goodwill was recognized for the years ended December 31, 2018, 2019 and 2020.

3.21 Leases

Before January 1, 2019, the Group applied ASC Topic 840 ("ASC 840"), Leases, and each lease is classified at the inception date as either a capital lease or an operating lease.

The Group adopted ASC 842, "Leases" ("ASC 842") on January 1, 2019, using the modified retrospective transition method through a cumulative-effect adjustment in the period of adoption rather than retrospectively adjusting prior periods and the package of practical expedient. The Group categorized leases with contractual terms longer than twelve months as either operating or finance lease. The adoption of ASC 842 resulted in recognition of Operating Right-of-use ("ROU") assets of RMB1,579,984, operating lease liabilities of RMB429,604 and non-current operating lease liabilities of RMB1,176,787 as of January 1, 2019. There is no impact to accumulated deficit at adoption.

ROU assets represent the Group's rights to use underlying assets for the lease terms and lease liabilities represent the Group's obligation to make lease payments arising from the leases. Operating lease ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term, reduced by lease incentives received, plus
any initial direct costs, using the discount rate for the lease at the commencement date. If the implicit rate in lease is not readily determinable for
the Group's operating leases, the Group generally use the incremental borrowing rate based on the estimated rate of interest for collateralized borrowing
over a similar term of the lease payments at commencement date. The Group's lease terms may include options to extend or terminate the lease
when it is reasonably certain that the Group will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over
the lease term. The Group elected not to separate non-lease components from lease components; therefore, it will account for lease component and
the non-lease components as a single lease component when there is only one vendor in the lease contract for the office leases. Lease payments
may be fixed or variable; however, only fixed payments or in-substance fixed payments are included in the lease liability calculation. Variable lease
payments mainly include costs related to certain IDC facilities leases which are determined based on actual number of usages. Variable lease
payments are recognized in operating expenses in the period in which the obligation for those payments are incurred.

For operating leases, lease expense is recognized on a straight-line basis in operations over the lease term. For finance leases, lease
expense is recognized as depreciation and interest; depreciation on a straight-line basis over the lease term and interest using the effective interest
method.

Any lease with a term of 12 months or less is considered short-term. As permitted by ASC 842, short-term leases are excluded from the ROU
asset and lease liabilities on the consolidated balance sheets. Consistent with all other operating leases, short-term lease expense is recorded on a
straight-line basis over the lease term.

3.22 Short-term and long-term borrowings

Borrowings are initially recognized at fair value, net of upfront fees incurred. Borrowings are subsequently measured at amortized cost. Any
difference between the proceeds (net of transaction costs) and the redemption amount is recognized in profit or loss over the period of the
borrowings using the effective interest method.

3.23 Statutory reserves

In accordance with the relevant regulations and their articles of association, subsidiaries of the Group incorporated in the PRC are required to
allocate at least 10% of their after-tax profit determined based on the PRC accounting standards and regulations to the general reserve until the
reserve has reached 50% of the relevant subsidiary's registered capital. Appropriations to the enterprise expansion fund and staff welfare and bonus
fund are at the discretion of the respective company. These reserves can only be used for specific purposes and are not transferable to the Group in
the form of loans, advances or cash dividends. For the years ended December 31, 2018, 2019 and 2020, appropriations to the general reserve
amounted to RMB3,405, RMB3,929 and RMB9,159, respectively. No appropriations to the enterprise expansion fund and staff welfare and bonus
fund have been made by the Group.
3 Summary of significant accounting policies (Continued)

3.24 Revenue recognition

The Group adopted ASC 606 — "Revenue from Contracts with Customers" for all periods presented. According to ASC 606, revenues from contracts with customers are recognized when control of the promised goods or services is transferred to the Group's customers, in an amount that reflects the consideration the Group expects to be entitled to in exchange for those goods or services, after considering allowances for refund, price concession, discount and value added tax ("VAT").

China Mobility

The Group generates revenues from providing a variety of mobility services through its mobility platform in the PRC ("China Mobility Platform"). The Group's revenues from its ride hailing services in the PRC presented on a gross basis accounted for more than 97% of the total revenues from China Mobility for the three years ended December 31, 2018, 2019 and 2020, respectively. The Group also generates revenues from providing other mobility services such as taxi hailing, chauffeur, hitch and other services in the PRC.

- **Ride hailing services in the PRC**

  The Group provides a variety of ride hailing services on its China Mobility Platform, including Express, Premium, Luxe, Select, Piggy Express and Carpooling service lines in the PRC, and considers itself as the ride service provider according to the relevant regulations in the PRC and the ride service agreements entered into with riders. For all ride hailing services offered, names of the services and the service providers with the corresponding service agreements are displayed on the Group's China Mobility Platform. Riders can choose ride hailing services from the Group's China Mobility Platform based on their mobility needs and preferences. When a rider selects and initiates a ride service request, an estimated service fee is displayed and the rider can further decide whether to place the service request or not. Once the rider places the ride service request and the Group accepts the service request, a ride service agreement is entered into between the rider and the Group. Upon completion of the ride services, the Group recognizes ride hailing services revenues on a gross basis.

- **Principal versus agent considerations of ride hailing services in the PRC**

  According to the relevant regulations in the PRC, online ride hailing services platforms are required to obtain licenses and take full responsibility of the ride services. The relevant regulations also require the licensed platforms to ensure that the drivers and cars engaged in providing ride services meet the requirements stipulated by the regulations. Accordingly, the Group as an online ride hailing services platform considers itself as the principal for its ride services because it controls the services provided to riders. The control over the services provided to riders is demonstrated through: a) the Group is able to direct registered drivers to deliver ride services on its behalf based on the ride service agreement it entered into with riders. If the assigned driver is not able to deliver the service in limited circumstances, the Group will assign another registered driver to deliver the service; b) in accordance with the agreements entered into between the Group and the drivers, the drivers are obligated to comply with service standards and implementation rules set by the Group when providing the ride services on behalf of the Group; c) the Group evaluates drivers'
3 Summary of significant accounting policies (Continued)

performance regularly in accordance with standards set by the Group. Other indicators of the Group being the principal are demonstrated by: a) the Group is obligated to fulfill the promise to provide the ride hailing services to riders in accordance with the above service agreements and the above regulations in the PRC; b) the Group has the discretion in setting the prices for the services.

  •  **Taxi hailing, chauffeur and hitch services in the PRC**

    The Group provides a variety of other services on its China Mobility Platform, mainly including taxi hailing, chauffeur and hitch services. The Group considers itself as the agent for taxi hailing, chauffeur and hitch services and recognizes agency revenue earned from the service providers such as taxi drivers, chauffeur service providers and car owners from the hitch service.

**International**

The Group derives the revenues principally from ride hailing services in overseas countries, including Brazil and Mexico. The Group also generates revenues from food delivery services in overseas countries.

  •  **Ride hailing services in overseas countries**

    The Group contracts with individual drivers to offer ride services on the Group's mobility platform in overseas countries ("Overseas Mobility Platform"). When a rider raises a ride service request through the Group's Overseas Mobility Platform, an estimated service fee is displayed and the rider can further decide whether to place the service request or not. Once the rider places the ride service request and a driver accepts the service request, a ride service agreement is entered into between the rider and the driver. The Group's performance obligation is to facilitate and arrange the ride services between riders and drivers. The Group recognizes revenues from its service contracts with drivers upon completion of the ride services provided by drivers. In addition, in most overseas countries riders access the Group's Overseas Mobility Platform for free and the Group has no performance obligation to the riders. As a result, in general, drivers are the Group's customers, while riders are not.

  •  **Principal versus agent considerations of ride hailing services in overseas countries**

    The Group considers itself as an agent for ride hailing services provided through its Overseas Mobility Platform because the Group does not control the services provided by drivers to riders as 1) the Group does not obtain control of the drivers’ services prior to its transfer to the riders; 2) the Group does not have the power to direct drivers to perform the service on its behalf; and 3) the Group does not integrate services provided by drivers with the Group's other services and then provide them to riders. Other indicator of the Group being the agent is demonstrated by the drivers being obligated to fulfill the promise to provide the ride services according to the service agreements entered into between drivers and riders.

  •  **Food delivery services in overseas countries**

    The Group derives its food delivery revenue primarily from service fees paid by merchants and delivery persons for use of the platform and related services to successfully complete the services
3 Summary of significant accounting policies (Continued)

on the platform. The Group recognizes revenue when services provided to merchants and delivery persons are complete.

Other Initiatives

• Bike and e-bike sharing

The Group enters into rental agreements, with the users at the inception of each trip. The Group is responsible for providing access to the bikes and e-bikes over the user's desired period of use. The Group derives a majority of the revenues from rental agreements, which are classified as operating leases as defined within ASC 842, and records the rental payments received as revenues upon the completion of each trip. The revenues derived from bike and e-bike sharing amounted to RMB244,151, RMB1,533,271 and RMB3,172,635 for the years ended December 31, 2018, 2019 and 2020 respectively.

• Auto solutions

The Group primarily leases vehicles to drivers who use them to provide ride hailing services in the PRC. The Group operates rental vehicles which comprise both vehicles owned by the Group and vehicles leased from third-party leasing companies. The Group either leases or subleases vehicles to drivers and end-users, and as a result, the Group considers itself to be the accounting lessor or sublessor, as applicable, in these arrangements in accordance with ASC 842. The Group provides financial lease services and operating lease services to drivers and end-users through its platform as detailed below.

• Finance lease service in auto solutions

For such finance leases, the Group reports the discounted present value of (i) future minimum lease payments (including the bargain purchase option) and (ii) any unguaranteed residual value not subject to a bargain purchase option, as finance lease receivables on its balance sheet, and accretes interest on the balance of the finance lease receivables based on the effective interest rate inherent in the applicable lease over the term of the lease.

• Operating lease service in auto solutions

The Group provides operating lease service to drivers and end-users on its platform. Revenue from these services is recognized on a straight-line basis over the lease period.

• Others

The Group provides a variety of other initiatives services on its platform, including intra-city freight, community group buying and other services. The Group generally recognizes revenues when services are provided to its customers.
3 Summary of significant accounting policies (Continued)

**Contract balances**

The Group classifies its right to consideration in exchange for services transferred to a customer as either a receivable or a contract asset. A receivable is a right to consideration that is unconditional as compared to a contract asset which is a right to consideration that is conditional upon factors other than the passage of time. The Group recognizes accounts receivable in its consolidated balance sheets when it performs a service in advance of receiving consideration and it has the unconditional right to receive consideration. A contract asset is recorded when the Group has transferred services to the customer before payment is received or is due, and the Group's right to consideration is conditional on future performance or other factors in the contract. Contract assets amounting to RMB23,066, RMB250,349 and RMB222,591 are recorded in accounts and notes receivable, net in the consolidated balance sheets as of December 31, 2018, 2019 and 2020, respectively.

Contract liabilities are recognized if the Group receives consideration prior to satisfying the performance obligations, which typically include advance payments from ride hailing services in the PRC. Contract liabilities as of December 31, 2018, 2019 and 2020 were RMB458,480, RMB719,758 and RMB915,430, respectively, recognized as deferred revenue and customer advances in the consolidated balance sheets. Substantially all of contract liabilities at the beginning of the current year are recognized as revenues during the following year. The differences between the opening and closing balances of the Group's contract liabilities primarily result from the timing difference between the Group's satisfaction of performance obligation and the customer's payment.

**Incentive Programs**

- **Incentives to consumers considered as customers from an accounting perspective**

- **Customer incentives**

For China Mobility segment, riders using ride hailing service, taxi drivers, chauffeur service providers and car owners providing hitch service are considered as the customers of the Group. For International segment, drivers providing ride hailing services, merchants and delivery persons in food delivery service are considered as the customers of the Group. For Other Initiatives segment, users in bike and e-bike sharing, lessees in auto solutions, drivers providing intra-city freight service, and merchants in community group buying are considered as the customers of the Group.

The Group offers various incentive programs to the Group's customers, including fixed amount discounts, performance-based bonus payment, etc. Incentives provided to customers are recorded as a reduction of revenue if the Group does not receive a distinct good or service or cannot reasonably estimate the fair value of the good or service received. Incentives to customers that are not provided in exchange for a distinct good or service are evaluated as variable consideration, in the most likely amount to be earned by the customers at the time or as they are earned by customers, depending on the type of incentives. Since incentives are earned over a short period of time, there is limited uncertainty when estimating variable consideration.

Incentives earned by customers for referring new customers are paid in exchange for a distinct service and are accounted for as customer acquisition costs. The Group expenses such
referral payments as incurred in sales and marketing expenses in the consolidated statements of comprehensive loss. The Group applies the practical expedient under ASC 340-40-25-4 and expenses costs to acquire new customer contracts as incurred because the amortization period would be one year or less. The amount recorded as an expense is the lesser of the amount of the incentive paid or the established fair value of the service received. Fair value of the service is established using amounts paid to vendors for similar services.

- **Customer loyalty program**

  The Group’s riders participate in a reward program, which provides service discount vouchers and other gifts based on accumulated membership points that vary depending on the services received and fees paid, timing, and distances of each trip taken by the riders. The riders may redeem the amount of points in their membership points accounts in vouchers or other physical products via Didi Online Mall. Because the Group has an obligation to provide such vouchers and other gifts, the Group recognizes liabilities and accounts for the estimated cost of future usage of vouchers as contra-revenues when the membership points are awarded. As members redeem their points or their entitlements expire, the accrued liability is reduced correspondingly. The Group estimates the liabilities under customer loyalty program based on accumulated membership points and management’s estimate of probability of redemption in accordance with the historical redemption pattern. If actual redemption differs significantly from the estimate, it will result in an adjustment to the liability and the corresponding revenue.

- **Incentives to consumers not considered as customers from an accounting prospective**

  For the China Mobility segment, the end-users of taxi hailing, chauffeur and hitch service are not considered to be the customers of the Group from an accounting perspective. For International segment, in general, the riders using ride hailing services and end-users in food delivery services are not considered to be the customers of the Group from an accounting perspective. For Other Initiatives, end-users of intra-city freight services and community group buying services are not considered to be the customers of the Group from an accounting perspective.

  The Group at its own discretion offers incentives to such consumers to encourage their uses of its platform. These are offered in various forms that include:

- **Customized consumer discounts and promotions**

  These discounts and promotions are offered to some consumers in a market to acquire, re-engage or generally increase the uses of the Group’s platform by such consumers, and are akin to a coupon. An example is an offer providing a discount on a limited number of rides during a limited time period. The Group records the cost of these discounts and promotions to such consumers as sales and marketing expenses at the time they are redeemed by the consumers.

- **Consumer referrals**

  These referrals are earned when an existing consumer (“the referring consumer”) refers a new consumer (“the referred consumer”) to the Group and the referred consumer uses services offered by the Group’s platform. These consumer referrals incentives are typically paid in the form of a credit given to the referring consumer. These referrals are offered to attract new consumer to the
3 Summary of significant accounting policies (Continued)

Group. The Group records the liability for these referrals and corresponding expenses as sales and marketing expenses at the time the referral is earned by the referring consumer.

Practical Expedients

The Group utilizes the practical expedient available under ASC 606-10-50-14 and does not disclose the value of unsatisfied performance obligations for contracts with an original expected length of one year or less.

The effect of a significant financing component has not been adjusted for contracts when the Group expects, at contract inception, that the period between when the Group transfers a promised good or service to the customer and the collection of the payments from the customers will be one year or less.

3.25 Cost of revenues

Cost of revenues, which are directly related to revenue generating transactions on the Group's platform, primarily consists of driver earnings and incentives in ride hailing services of China Mobility segment, depreciation and impairment of vehicles, bikes and e-bikes, insurance cost related to service offering, payment processing charges, and bandwidth and server related costs.

3.26 Operations and support

Operations and support expenses consist primarily of personnel-related compensation expenses, including share-based compensation for the Group’s operations and support personnel, third party customer service fees, driver operation fees, other outsourcing fees and expenses related to general operations.

3.27 Sales and marketing expenses

Sales and marketing expenses consist primarily of advertising and promotion expenses, certain incentives paid to consumers not considered as customers from an accounting perspective, amortization of acquired intangible assets utilized by sales and marketing functions, and personnel-related compensation expenses, including share-based compensation for the Group's sales and marketing staff. Advertising and promotion expenses are recorded as sales and marketing expenses when incurred, and totaled RMB2,593,980, RMB2,541,379 and RMB5,088,880 for the years ended December 31, 2018, 2019 and 2020, respectively. Incentives provided to consumers amounted to RMB1,457,544, RMB1,083,868, and RMB2,100,671 for the years ended December 31, 2018, 2019 and 2020, respectively.

3.28 Research and development expenses

Research and development expenses consist primarily of personnel-related compensation expenses, including share-based compensation for employees in engineering, design and product development, depreciation of property and equipment utilized by research and development functions, and bandwidth and server related costs incurred by research and development functions. The Group expenses all research and development expenses as incurred.
3 Summary of significant accounting policies (Continued)

3.29 General and administrative expenses

General and administrative expenses consist primarily of personnel-related compensation expenses, including share-based compensation for the Group's managerial and administrative staff, allowances for doubtful accounts, office rental and property management fees, professional services fees, depreciation and amortization related to assets used for managerial functions, and other administrative office expenses.

3.30 Government grants

Government grants are recognized as income in other income (loss), net or as a reduction of specific costs and expenses for which the grants are intended to compensate. Such amounts are recognized in the consolidated statements of comprehensive loss upon receipt and when all conditions attached to the grants are fulfilled.

3.31 Share-based compensation

The Group grants share options and restricted share units ("RSUs") of the Company to its employees, directors and consultants of the Group (collectively, "share-based awards"), the substantial majority of the Group's share-based awards have been made to employees. Such compensation is accounted for in accordance with ASC 718 Compensation—Stock compensation ("ASC 718"). On January 1, 2019, the Group adopted ASU 2018-07, Compensation — Stock Compensation (Topic 718): Improvement to non-employee Share-based Payment Accounting to amend the accounting for share-based payment awards issued to nonemployees. Under ASU 2018-07, the accounting for awards to non-employees are similar to the model for employee awards.

Share-based awards with service conditions only are measured at the grant date fair value of the awards and recognized as expenses using the graded-vesting method, net of estimated forfeitures, if any, over the requisite service period. Share-based awards that are subject to both service conditions and the occurrence of an initial public offering ("IPO") as performance condition, are measured at the grant date fair value. Cumulative share-based compensation expenses for the awards that have satisfied the service condition will be recorded upon the completion of the IPO, using the graded-vesting method.

The Group, with the assistance of an independent third-party valuation firm, determined fair value of share-based awards granted to employees and non-employees, if applicable. The fair value of the RSUs was assessed using the income approach/discounted cash flow method, with a discount for lack of marketability given that the shares underlying the awards were not publicly traded at the time of grant. This assessment requires complex and subjective judgments regarding the Group's projected financial and operating results, its unique business risks, the liquidity of its ordinary shares and its operating history and prospects at the time the grants were made. The fair value of share options is estimated on the grant date using the Binomial option pricing model. The assumptions used in share-based compensation expense recognition represent management's best estimates, but these estimates involve inherent uncertainties and application of management judgment.
3 Summary of significant accounting policies (Continued)

According to ASC 718, a change in any of the terms or conditions of share-based awards shall be accounted for as a modification of the plan. Therefore, the Group calculates incremental compensation cost of a modification as the excess of the fair value of the modified option over the fair value of the original option immediately before its terms are modified, measured based on the fair value and other pertinent factors at the modification date. For vested options, the Group would recognize incremental compensation cost in the period the modification occurs and for unvested options, the Group would recognize, over the remaining requisite service period, the sum of the incremental compensation cost and the remaining unrecognized compensation cost for the original award on the modification date.

3.32 Segment reporting

Operating segments are defined as components of an enterprise engaging in businesses activities for which separate financial information is available that is regularly evaluated by the Group's chief operating decision maker ("CODM") in deciding how to allocate resources and assess performance.

The Group's internal organizational structure and business segments are more fully described in Note 18.

3.33 Taxation

Income taxes

Current income tax is recorded in accordance with the laws of the relevant tax jurisdictions.

The Group applies the liability method of income taxes in accordance of ASC Topic 740, Income Taxes ("ASC 740"), which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the consolidated financial statements. Under this method, deferred tax assets and liabilities are provided based on temporary differences arising between the tax bases of assets and liabilities and the financial statements, using enacted tax rates that will be in effect in the period in which the differences are expected to reverse.

Deferred tax assets are recognized to the extent that such assets are more-likely-than-not to be realized. In making such a determination, the Group considers all positive and negative evidences, including results of recent operations and expected reversals of taxable income. Valuation allowances are provided to offset deferred tax assets if it is considered more-likely-than-not that amount of the deferred tax assets will not be realized.

Uncertain tax positions

The Group applies the provisions of ASC 740, in accounting for uncertainty in income taxes. ASC 740 clarifies the accounting for uncertainty in income taxes by prescribing the recognition threshold a tax position is required to meet before being recognized in the financial statements. The Group as elected to classify interest and penalties related to an uncertain tax position (if and when required) as part of "income tax expenses" in the consolidated statements of comprehensive loss.
3 Summary of significant accounting policies (Continued)

The Group did not have any significant unrecognized uncertain tax positions or any unrecognized liabilities, interest or penalties associated with unrecognized tax benefit as of and for the years ended December 31, 2018, 2019 and 2020.

3.34 Employee benefits

Employees of the Group in the PRC are entitled to staff welfare benefits including pension, work-related injury benefits, maternity insurance, medical insurance, unemployment benefit and housing fund plans through a PRC government-mandated multi-employer defined contribution plan. The Group is required to accrue for these benefits based on certain percentages of the employees' salaries, up to a maximum amount specified by the local government. The Group is required to make contributions to the plans out of the amounts accrued. The PRC government is responsible for the medical benefits and the pension liability to be paid to these employees, and the Group's obligations are limited to the amounts contributed with no legal obligation beyond the contributions made. Total amounts for such employee benefits, which were expensed as incurred, were RMB949,971, RMB1,116,105 and RMB1,030,111 for the years ended December 31, 2018, 2019 and 2020, respectively.

3.35 Comprehensive income (loss)

Comprehensive income (loss) is defined to include all changes in equity deficit of the Group during a period arising from transactions and other events and circumstances excluding transactions resulting from investments by shareholders and distributions to shareholders. Comprehensive income (loss) includes net loss and currency translation adjustments of the Group and, prior to the adoption of ASU 2016-01, unrealized gains and losses to an available-for-sale securities.

3.36 Net loss per share

Basic loss per share is computed by dividing net loss attributable to ordinary shareholders 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 not allocated to other participating securities if based on their contractual terms they are not obligated to share in the loss.

Diluted loss per share is calculated by dividing net loss attributable to ordinary shareholders, as adjusted for the effect of dilutive ordinary equivalent shares, if any, by the weighted average number of ordinary and dilutive ordinary equivalent shares outstanding during the period. Ordinary equivalent shares consist of unvested restricted shares and RSUs, ordinary shares issuable upon the exercise of outstanding share options using the treasury stock method, and ordinary shares issuable upon the conversion of preferred shares using the if-converted method. Ordinary equivalent shares are not included in the denominator of the diluted earnings per share calculation when inclusion of such shares would be antidilutive.
3 Summary of significant accounting policies (Continued)

3.37 Treasury shares

The Group accounts for treasury shares using the cost method. Under this method, the cost incurred to purchase the shares is recorded in the treasury shares account in shareholders' equity (deficit). The ordinary shares issued to trusts upon exercise of options, which are still subject to original conditions, are also accounted for as treasury shares in shareholders' equity (deficit).

3.38 Business combinations and non-controlling interests

The Group accounts for its business combinations using the acquisition method of accounting in accordance with ASC 805 — "Business Combinations". The cost of an acquisition is measured as the aggregate of the acquisition date fair value of the assets transferred to the sellers, liabilities incurred by the Group and equity instruments issued by the Group. Transaction costs directly attributable to the acquisition are expensed as incurred. Identifiable assets acquired and liabilities assumed are measured separately at their fair values as of the acquisition date, irrespective of the extent of any non-controlling interests. The excess of (i) the total costs of acquisition, fair value of the non-controlling interests and acquisition date fair value of any previously held equity interest in the acquiree over (ii) the fair value of the identifiable net assets of the acquiree is recorded as goodwill. If the cost of acquisition is less than the fair value of the net assets of the subsidiary acquired, the difference is recognized directly in the consolidated statements of comprehensive loss. During the measurement period, which can be up to one year from the acquisition date, the Group may record adjustments to the assets acquired and liabilities assumed with the corresponding offset to goodwill. Subsequent to the conclusion of the measurement period or final determination of the values of assets acquired or liabilities assumed, whichever comes first, any further adjustments are recorded in the consolidated statements of comprehensive loss.

In a business combination achieved in stages, the Group re-measures the previously held equity interest in the acquiree immediately before obtaining control at its acquisition date fair value and the re-measurement gain or loss, if any, is recognized in the consolidated statements of comprehensive loss.

For the Group's majority-owned subsidiaries, non-controlling interests are recognized to reflect the portion of their equity which is not attributable, directly or indirectly, to the Group.

The Group allocates the acquisition cost to the assets and liabilities of the Group acquired, including separately identifiable intangible assets, based on their estimated fair values. The Group makes estimates and judgments in determining the fair value of acquired assets and liabilities, with the assistance of an independent valuation firm and management's experience with similar assets and liabilities. In performing the purchase price allocation, the Group considers the analyses of historical financial performance and estimates of future performance of these companies acquired.

3.39 Convertible redeemable non-controlling interests and convertible non-controlling interests

Convertible redeemable non-controlling interests represent preferred share financing by subsidiaries of the Group from preferred shareholders. As the preferred shares could be redeemed by such shareholders upon the occurrence of certain events that are not solely within the control of the Group, these preferred shares are accounted for as redeemable non-controlling interests. The
3 Summary of significant accounting policies (Continued)

Group accounts for the changes in accretion to the redemption value in accordance with ASC topic 480, Distinguishing Liabilities from Equity. The Group elects to use the effective interest method to account for the changes of redemption value over the period from the date of issuance to the earliest redemption date of the non-controlling interests.

Convertible non-controlling interests represent preferred share financing by subsidiaries of the Group from preferred shareholders, which are contingently redeemable upon certain deemed liquidation events occurs. Such deemed liquidation events require the redemption of those preferred shares and cause them being classified outside of permanent equity.

<table>
<thead>
<tr>
<th></th>
<th>Convertible redeemable non-controlling interests</th>
<th>Convertible non-controlling interests</th>
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<td>Balance as of December 31, 2019</td>
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<td>—</td>
</tr>
<tr>
<td>Issuance of convertible redeemable non-controlling interests and convertible non-controlling interests, net of issuance costs</td>
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<td>99,851</td>
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<td>Accretion of convertible redeemable non-controlling interests to redemption value</td>
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</tr>
<tr>
<td>Balance as of December 31, 2020</td>
<td>3,345,265</td>
<td>99,851</td>
</tr>
</tbody>
</table>

3.40 Commitments and contingencies

In the normal course of business, the Group is subject to contingencies, such as legal proceedings and claims arising out of its business, that cover a wide range of matters. An accrual for a loss contingency is recognized if it is probable that a liability has been incurred and the amount of liability can be reasonably estimated. If a potential loss is not probable, but reasonably possible, or is probable but the amount of liability cannot be reasonably estimated, then the nature of contingent liability, together with an estimate of the range of the reasonably possible loss, if determinable and material, is disclosed.

Loss contingencies considered remote are generally not disclosed unless they involve guarantees, in which case the nature of guarantee would be disclosed.

3.41 Significant risks and uncertainties

Concentration of customers and suppliers

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 for the years ended December 31, 2018, 2019 and 2020.

Concentration of credit risk

Assets that potentially subject the Group to significant concentrations of credit risk primarily consist of cash and cash equivalents, restricted cash, accounts receivable, other receivables,
3 Summary of significant accounting policies (Continued)

short-term investments and long-term investments. The maximum exposure of such assets to credit risk is their carrying amounts as of the balance sheet dates. As of December 31, 2018, 2019 and 2020, all of the Group’s cash and cash equivalents, restricted cash and short-term investments were held by major financial institutions located in the Mainland of China and Hong Kong, which management believes are of high credit quality. On May 1, 2015, China’s new Deposit Insurance Regulation came into effect, pursuant to which banking financial institutions, such as commercial banks, established in the PRC are required to purchase deposit insurance for deposits in RMB and in foreign currency placed with them. This Deposit Insurance Regulation would not be effective in providing complete protection for the Group’s accounts, as its aggregate deposits are much higher than the compensation limit. However, the Group believes that the risk of failure of any of these PRC banks is remote. The Group expects that there is no significant credit risk associated with cash and cash equivalents or short-term investments which are held by reputable financial institutions in the jurisdictions where the Company, its subsidiaries and VIEs are located. The Group believes that it is not exposed to unusual risks as these financial institutions have high credit quality. The Group has no significant concentrations of credit risk with respect to the assets mentioned above.

The Group relies on a limited number of third parties to provide payment processing services ("payment service providers") to collect amounts due from end-users. Payment service providers are financial institutions, credit card companies and mobile payment platforms such as Alipay and WeChat Pay, which the Company believes are of high credit quality.

Accounts receivable are typically unsecured and are derived from revenues earned from customers in the PRC. The credit risk with respect to accounts receivable is mitigated by credit control policies the Group carries out on its customers and its ongoing monitoring process of outstanding balances.

Foreign currency exchange rate risks

In July 2005, the PRC government changed its decades-old policy of pegging the value of the RMB to the US$, and the RMB appreciated by more than 20% against the US$ 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$, at times significantly and unpredictably. The appreciation of the RMB against the US$ was approximately 6% in 2017. The depreciation of the RMB against the US$ was approximately 5% and 2% in 2018 and 2019, respectively. The appreciation of the RMB against the US$ was approximately 6% in 2020. It is difficult to predict how market forces or PRGC or U.S. government policy may impact the exchange rate between the RMB and the US$ in the future.

Currency convertibility risk

The PRC government imposes controls on the convertibility of RMB into foreign currencies. The value of RMB is subject to changes in the central government policies and to international economic and political developments affecting supply and demand in the PRC foreign exchange trading system market. In the PRC, certain foreign exchange transactions are required by law to be transacted only by authorized financial institutions at exchange rates set by the People's Bank of
3 Summary of significant accounting policies (Continued)

China (the "PBOC"). Remittances in currencies other than RMB by the Group in the PRC must be processed through PBOC or other Chinese foreign exchange regulatory bodies which require certain supporting documentation in order to process the remittance.

Operation and compliance risk

On July 27, 2016, the Ministry of Transport, the Ministry of Industry and Information Technology, the Ministry of Public Security, the Ministry of Commerce, the State Administration for Market Regulation and the Cyberspace Administration of China jointly promulgated the Interim Measures for the Management of Online Ride Hailing Operation and Service ("Interim Measures"), which took effect on November 1, 2016 and was last amended on December 28, 2019, to regulate the business activities of online ride hailing services by establishing a regulatory system for the platforms, vehicles and drivers engaged in online ride hailing services. In accordance with the Interim Measures, the platform that conducts the online ride hailing services is subject to obtain the necessary permit. The vehicles used for online ride hailing services must also obtain the transportation permit for vehicles, and the drivers engaged in online ride hailing services are required to meet certain requirements and pass the relevant exams.

Due to the uncertainties that exist with respect to the applicability of existing requirements to the Group's ride hailing services in the PRC, the Group has not obtained the required permits for certain cities when the Group are required to do so, and not all drivers or vehicles on the platforms have the required licenses or permits. Therefore, the Group has been and may continue to be subject to fines as a result. If the Group fails to remediate the non-compliance with relevant law and regulation requirements, the Group could be subject to penalties and/or an order of correction, and as a result, the Group's business, financial condition, and results of operations could be materially and adversely affected.

In an effort to ensure compliance with applicable Interim Measures, the Group has continuously conducted the process to obtain the necessary licenses or permits in different jurisdictions. The Group is continuously making efforts to obtain more necessary licenses or permits to mitigate the relevant compliance risk.

3.42 Recently issued accounting pronouncements

In December 2019, the FASB issued ASU 2019-12, Simplifying the Accounting for Income Taxes, which removes specific exceptions to the general principles in Topic 740 and to simplifies accounting for income taxes. The guidance is effective for public business entities for fiscal years beginning after December 15, 2020 and for interim periods within those fiscal years. The Group does not expect the adoption to have a material impact on its consolidated financial statements.

Investments-Equity Securities (Topic 321), Investments-Equity Method and Joint Ventures (Topic 323), and Derivatives and Hedging (Topic 815): Clarifying the Interactions between Topic 321, Topic 323, and Topic 815. In January 2020, the FASB issued ASU 2020-01, "Investments-Equity Securities (Topic 321), Investments-Equity Method and Joint Ventures (Topic 323), and Derivatives and Hedging (Topic 815): Clarifying the Interactions between Topic 321, Topic 323, and Topic 815", which clarifies the interaction of the accounting for equity investments under Topic 321 and
3 Summary of significant accounting policies (Continued)

Investments accounted for under the equity method of accounting in Topic 323 and the accounting for certain forward contracts and purchased options accounted for under Topic 815. The guidance is effective for public entities for fiscal years beginning after December 15, 2020 and for interim periods within those fiscal years. The Group does not expect the adoption to have a material impact on its consolidated financial statements.

4 Business combination

Acquisition of Kuaidi

On February 11, 2015, the Group acquired 100% of the equity of Kuaidi for a total consideration of RMB13,550,534 (US$2,209,987). Kuaidi was mainly engaged in the business of providing taxi hailing services in China. The acquisition was accounted for as a business combination, resulting in the recognition of RMB8,383,084 (US$1,367,216) in goodwill in China Mobility segment and RMB1,770,093 (US$288,888) in intangible assets on the acquisition date.

Acquisition of Uber (China) Ltd. ("Uber China")

On August 1, 2016, the Group acquired 100% of the equity of Uber (China) Ltd. ("Uber China") for a total consideration of RMB46,531,937 (US$7,020,827). Uber China was mainly engaged in the business of providing ride hailing services in China. The acquisition was accounted for as a business combination, resulting in the recognition of RMB37,900,795 (US$5,718,544) in goodwill in China Mobility segment and RMB11,633,403 (US$1,755,270) in intangible assets on the acquisition date.

Acquisition of 99 Taxis

99 Taxis is a company engaged in business of providing ride hailing services in Brazil. In 2017, the Group purchased certain number of preferred shares of 99 Taxis for a total cash consideration of RMB496,400 (US$77,406). In addition, the Group received certain warrants to purchase the ordinary shares and Series C-2 preferred shares of 99 Taxis as the consideration for providing technical and operational support services to 99 Taxis. The warrants were considered as freestanding financial instruments and was accounted for at fair value.

On January 2, 2018, the Group acquired 99 Taxis through purchases of all of the outstanding ordinary shares and preferred shares of 99 Taxis not owned by the Group. The Group re-measured the previously held equity interests in 99 Taxis at fair value at the acquisition date and recognized a gain of RMB504,253 (US$84,244) in investment income (loss), net in the consolidated statements of comprehensive loss. The fair value of the previously held equity interests was estimated based on the purchase price per share of 99 Taxis as of the acquisition date.

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4 Business combination (Continued)

The acquisition was accounted for as a business combination. The total consideration to acquire 99 Taxis was allocated on the acquisition date based on the fair value of the assets acquired and the liabilities assumed as follows:

(i) Total purchase price for the acquisition consists of:

<table>
<thead>
<tr>
<th>Description</th>
<th>Fair value</th>
<th>Fair Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>2,204,270</td>
<td>343,721</td>
</tr>
<tr>
<td>Fair value of the Group’s Series B-2 convertible preferred shares issued</td>
<td>1,426,049</td>
<td>222,370</td>
</tr>
<tr>
<td>Fair value of the Group’s replacement options issued for options of 99 Taxis attributable to precombination services</td>
<td>4,954</td>
<td>772</td>
</tr>
<tr>
<td>Fair value of previously held equity interests and warrants</td>
<td>1,768,026</td>
<td>275,697</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>5,403,299</strong></td>
<td><strong>842,560</strong></td>
</tr>
</tbody>
</table>

(ii) The Group made estimates and judgments in determining the fair value of the assets acquired and liabilities assumed with the assistance from an independent valuation firm. The purchase price allocation at the date of the acquisition is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>RMB</th>
<th>US$</th>
<th>Amortization period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net assets acquired, excluding intangible assets and the related deferred tax liabilities(a):</td>
<td>456,811</td>
<td>71,233</td>
<td></td>
</tr>
<tr>
<td>Identifiable intangible assets:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trademarks</td>
<td>745,962</td>
<td>116,321</td>
<td>10 years</td>
</tr>
<tr>
<td>Driver relationships</td>
<td>63,508</td>
<td>9,903</td>
<td>5 years</td>
</tr>
<tr>
<td>Customer relationships</td>
<td>121,705</td>
<td>18,978</td>
<td>5 years</td>
</tr>
<tr>
<td>Software</td>
<td>52,817</td>
<td>8,236</td>
<td>5 years</td>
</tr>
<tr>
<td>Deferred tax liabilities</td>
<td>(334,557)</td>
<td>(52,169)</td>
<td></td>
</tr>
<tr>
<td>Goodwill</td>
<td>4,297,053</td>
<td>670,058</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>5,403,299</strong></td>
<td><strong>842,560</strong></td>
<td></td>
</tr>
</tbody>
</table>

(a) Net assets acquired primarily include cash and cash equivalents of RMB357,638 (US$ 55,768) as of the date of acquisition.

The excess of the purchase price over identifiable assets acquired and liabilities assumed was recorded as goodwill. Goodwill arising from this acquisition was recorded in International segment, which is attributable to the synergies expected from the combined operations of 99 Taxis and the Group, the assembled workforce and their knowledge and experience in the online ride hailing business. The goodwill is not expected to be deductible for tax purposes.

Pro forma results of operations for 99 Taxis acquisition have not been presented as it was not material to the consolidated financial statements.

Other than acquisition of 99 Taxis mentioned, acquisitions for the years ended December 31, 2018, 2019 and 2020 were not material.
XIAOJU KUAIZHI INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(In thousands, except for share and par value)

5 Short-term investments

The following is a summary of short-term investments:

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>Time deposits</td>
<td>35,114,778</td>
<td>35,677,851</td>
<td>33,809,399</td>
</tr>
<tr>
<td>Structured deposits</td>
<td>2,962,729</td>
<td>5,192,881</td>
<td>3,588,170</td>
</tr>
<tr>
<td>Wealth management products</td>
<td>191,519</td>
<td>489,677</td>
<td>—</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>38,269,026</strong></td>
<td><strong>41,360,209</strong></td>
<td><strong>37,397,569</strong></td>
</tr>
</tbody>
</table>

6 Accounts and notes receivable, net

Accounts and notes receivable, net consist of the following:

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>Accounts and notes receivable</td>
<td>2,015,524</td>
<td>3,118,269</td>
<td>2,994,181</td>
</tr>
<tr>
<td>Allowance for credit losses</td>
<td>(312,298)</td>
<td>(437,266)</td>
<td>(556,360)</td>
</tr>
<tr>
<td><strong>Accounts and notes receivable, net</strong></td>
<td><strong>1,703,226</strong></td>
<td><strong>2,681,003</strong></td>
<td><strong>2,437,821</strong></td>
</tr>
</tbody>
</table>

On January 1, 2020, the Group adopted ASC 326 using a modified retrospective method for accounts and notes receivable measured at amortized cost.

The operating lease receivables generated from lease vehicles to drivers and end-users, are recorded as accounts and notes receivable, net in the consolidated balance sheets. The operating lease receivables are subject to ASC 842 mentioned in Note 3.21.

The movement of the allowances for credit losses is as follows:

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td><strong>Beginning balance prior to ASC 326</strong></td>
<td><strong>(325,073)</strong></td>
<td><strong>(312,298)</strong></td>
<td><strong>(437,266)</strong></td>
</tr>
<tr>
<td>Impact of adoption of ASC 326</td>
<td>—</td>
<td>—</td>
<td>(71,498)</td>
</tr>
<tr>
<td><strong>Balance at beginning of the year</strong></td>
<td><strong>(325,073)</strong></td>
<td><strong>(312,298)</strong></td>
<td><strong>(508,764)</strong></td>
</tr>
<tr>
<td>Provision</td>
<td>(304,343)</td>
<td>(403,033)</td>
<td>(448,720)</td>
</tr>
<tr>
<td>Write-offs</td>
<td>317,118</td>
<td>278,065</td>
<td>401,124</td>
</tr>
<tr>
<td><strong>Balance at end of the year</strong></td>
<td><strong>(312,298)</strong></td>
<td><strong>(437,266)</strong></td>
<td><strong>(556,360)</strong></td>
</tr>
</tbody>
</table>

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7 Loans receivable, net

Loans receivable, net consists of the following:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Loans receivable</td>
<td>2,050,354</td>
</tr>
<tr>
<td>Allowance for credit losses</td>
<td>(85,459)</td>
</tr>
<tr>
<td><strong>Loans receivable, net</strong></td>
<td>1,964,895</td>
</tr>
</tbody>
</table>

The movement of the allowances for credit losses is as follows:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Beginning balance prior to ASC 326</td>
<td>(118)</td>
</tr>
<tr>
<td>Impact of adoption of ASC 326</td>
<td>—</td>
</tr>
<tr>
<td><strong>Balance at beginning of the year</strong></td>
<td>(118)</td>
</tr>
<tr>
<td>Provision</td>
<td>(99,466)</td>
</tr>
<tr>
<td>Write-offs</td>
<td>14,125</td>
</tr>
<tr>
<td><strong>Balance at beginning of the year</strong></td>
<td>(85,459)</td>
</tr>
</tbody>
</table>

The aging analysis of loans receivable by due date as of December 31, 2018, 2019 and 2020 is as follows:

<table>
<thead>
<tr>
<th></th>
<th>1-30 Days</th>
<th>31-60 Days</th>
<th>61-90 Days</th>
<th>91 Days or Greater</th>
<th>Total Past Due</th>
<th>Current</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>As of December 31, 2018</td>
<td>49,641</td>
<td>36,157</td>
<td>39,284</td>
<td>67,177</td>
<td>192,259</td>
<td>1,858,095</td>
<td>2,050,354</td>
</tr>
<tr>
<td>As of December 31, 2019</td>
<td>28,613</td>
<td>23,201</td>
<td>19,813</td>
<td>67,031</td>
<td>138,658</td>
<td>1,476,416</td>
<td>1,615,074</td>
</tr>
<tr>
<td>As of December 31, 2020</td>
<td>22,056</td>
<td>14,537</td>
<td>10,701</td>
<td>33,909</td>
<td>81,203</td>
<td>2,943,458</td>
<td>3,024,661</td>
</tr>
</tbody>
</table>

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(In thousands, except for share and par value)

8 Prepayments, receivables and other current assets, net and other non-current assets, net

Prepayments, receivables and other current assets, net consist of the following:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2019</td>
<td>2020</td>
</tr>
<tr>
<td>Deductible VAT-input</td>
<td>966,812</td>
<td>1,253,414</td>
<td>1,871,768</td>
</tr>
<tr>
<td>Interest receivables</td>
<td>629,904</td>
<td>551,371</td>
<td>354,930</td>
</tr>
<tr>
<td>Rental deposits and other deposits, net</td>
<td>210,376</td>
<td>220,461</td>
<td>346,032</td>
</tr>
<tr>
<td>Prepayments for insurance costs</td>
<td>197,792</td>
<td>295,450</td>
<td>288,858</td>
</tr>
<tr>
<td>Inventories, net</td>
<td>153,611</td>
<td>201,231</td>
<td>261,550</td>
</tr>
<tr>
<td>Advances to employees</td>
<td>93,744</td>
<td>205,056</td>
<td>200,698</td>
</tr>
<tr>
<td>Prepayments for promotion and advertising expenses and other operation expenses</td>
<td>133,092</td>
<td>159,751</td>
<td>175,267</td>
</tr>
<tr>
<td>Payments to drivers and partners on behalf of end-users</td>
<td>13,611</td>
<td>59,119</td>
<td>157,653</td>
</tr>
<tr>
<td>Short-term finance lease receivables, net</td>
<td>71,530</td>
<td>109,292</td>
<td>91,067</td>
</tr>
<tr>
<td>Others, net</td>
<td>532,553</td>
<td>450,258</td>
<td>507,130</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,995,025</strong></td>
<td><strong>3,505,403</strong></td>
<td><strong>4,254,953</strong></td>
</tr>
</tbody>
</table>

Other non-current assets, net consist of the following:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2019</td>
<td>2020</td>
</tr>
<tr>
<td>Long-term time deposits</td>
<td>—</td>
<td>1,102,000</td>
<td>3,460,000</td>
</tr>
<tr>
<td>Prepayments for purchase of property, and equipment and other non-current assets, net</td>
<td>728,869</td>
<td>440,628</td>
<td>650,771</td>
</tr>
<tr>
<td>Prepayment for long-term investments</td>
<td>40,000</td>
<td>689,102</td>
<td>107,283</td>
</tr>
<tr>
<td>Long-term finance lease receivables, net</td>
<td>173,822</td>
<td>243,847</td>
<td>94,508</td>
</tr>
<tr>
<td>Others</td>
<td>36,018</td>
<td>32,962</td>
<td>209,140</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>978,709</strong></td>
<td><strong>2,508,539</strong></td>
<td><strong>4,521,702</strong></td>
</tr>
</tbody>
</table>

The movement of the allowances for credit losses of short-term and long-term finance lease receivables is as follows:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2019</td>
<td>2020</td>
</tr>
<tr>
<td>Balance at beginning of the year</td>
<td>—</td>
<td>(1,689)</td>
<td>(3,871)</td>
</tr>
<tr>
<td>Impact of adoption of ASC 326</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td><strong>Balance at beginning of the year</strong></td>
<td>—</td>
<td>(1,689)</td>
<td>(3,871)</td>
</tr>
<tr>
<td>Provision</td>
<td>(3,657)</td>
<td>(2,894)</td>
<td>(73,004)</td>
</tr>
<tr>
<td>Write-offs</td>
<td>1,968</td>
<td>712</td>
<td>4,708</td>
</tr>
<tr>
<td><strong>Balance at end of the year</strong></td>
<td>(1,689)</td>
<td>(3,871)</td>
<td>(72,167)</td>
</tr>
</tbody>
</table>

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9 Investment securities

Investment securities include i) marketable equity securities, which are publicly traded stocks or funds measured at fair value and ii) debt securities, which the fair value option was selected.

The following table summarizes the carrying value and fair value of the investment securities:

### As of December 31, 2018

<table>
<thead>
<tr>
<th></th>
<th>Original Cost</th>
<th>Gross Unrealized Gains</th>
<th>Gross Unrealized Losses</th>
<th>Foreign currency translation adjustments</th>
<th>Fair Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Listed equity securities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>— Investee A (1)</td>
<td>783,806</td>
<td>—</td>
<td>(194,599)</td>
<td>13,294</td>
<td>602,501</td>
</tr>
<tr>
<td>— Others</td>
<td>183,806</td>
<td>—</td>
<td>(48,772)</td>
<td>13,294</td>
<td>148,328</td>
</tr>
<tr>
<td><strong>Convertible bonds</strong> (2)</td>
<td>334,935</td>
<td>16,169</td>
<td>—</td>
<td>8,225</td>
<td>359,329</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1,118,741</td>
<td>16,169</td>
<td>(194,599)</td>
<td>21,519</td>
<td>961,830</td>
</tr>
</tbody>
</table>

### As of December 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>Original Cost</th>
<th>Gross Unrealized Gains</th>
<th>Gross Unrealized Losses</th>
<th>Foreign currency translation adjustments</th>
<th>Fair Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Listed equity securities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>— Investee A (1)</td>
<td>6,479,196</td>
<td>30,531</td>
<td>(1,655,388)</td>
<td>156,534</td>
<td>5,010,873</td>
</tr>
<tr>
<td>— Investee Uber (Note 10)</td>
<td>5,652,123</td>
<td>—</td>
<td>(1,539,651)</td>
<td>141,434</td>
<td>4,253,906</td>
</tr>
<tr>
<td>— Others</td>
<td>227,073</td>
<td>30,531</td>
<td>(33,160)</td>
<td>15,100</td>
<td>239,544</td>
</tr>
<tr>
<td><strong>Convertible bonds</strong> (2)</td>
<td>60,000</td>
<td>3,366</td>
<td>—</td>
<td>—</td>
<td>63,366</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>6,539,196</td>
<td>33,897</td>
<td>(1,655,388)</td>
<td>156,534</td>
<td>5,074,239</td>
</tr>
</tbody>
</table>

### As of December 31, 2020

<table>
<thead>
<tr>
<th></th>
<th>Original Cost</th>
<th>Gross Unrealized Gains</th>
<th>Gross Unrealized Losses</th>
<th>Foreign currency translation adjustments</th>
<th>Fair Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Listed equity securities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>— Investee A (1)</td>
<td>814,452</td>
<td>37,516</td>
<td>(285,567)</td>
<td>6,562</td>
<td>572,963</td>
</tr>
<tr>
<td>— Others</td>
<td>600,000</td>
<td>—</td>
<td>(208,199)</td>
<td>—</td>
<td>391,801</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>814,452</td>
<td>37,516</td>
<td>(285,567)</td>
<td>6,562</td>
<td>572,963</td>
</tr>
</tbody>
</table>

(1) In October 2017, The Group invested in Investee A’s ordinary shares for a cash consideration of RMB600,000. As of December 31, 2018, 2019 and 2020, the gross unrealized loss related to the investment in Investee A was RMB145,827, RMB82,577 and RMB208,199 respectively.
9 Investment securities (Continued)

The Group elected the fair value option to account for investment in convertible bonds. For the years ended December 31, 2018 and 2019, the gross unrealized gains recorded on these convertible bonds in the consolidated statements of comprehensive loss were RMB16,169 and RMB3,366, respectively. For the year ended December 31, 2019, due to the unsatisfactory operating performance of one of convertible bonds investees, the fair value of one convertible bond was decreased to zero, with a loss of RMB177,708 recognized in investment income (loss), net in the consolidated statements of comprehensive loss.

10 Long-term investments, net

<table>
<thead>
<tr>
<th></th>
<th>As of December 31</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2019</td>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>Cost method/Measurement Alternative method</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investment in Uber (i)</td>
<td>5,652,123</td>
<td>—</td>
<td>—</td>
<td></td>
</tr>
<tr>
<td>Investment in Investee B (ii)</td>
<td>4,027,061</td>
<td>4,093,365</td>
<td>3,828,560</td>
<td></td>
</tr>
<tr>
<td>Investment in Investee C (iii)</td>
<td>99,213</td>
<td>—</td>
<td>—</td>
<td></td>
</tr>
<tr>
<td>Others</td>
<td>3,414,423</td>
<td>1,685,115</td>
<td>523,728</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>13,192,820</td>
<td>5,778,480</td>
<td>4,352,288</td>
<td></td>
</tr>
<tr>
<td>Equity method</td>
<td>2,152,774</td>
<td>2,561,141</td>
<td>2,752,734</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>15,345,594</td>
<td>8,339,621</td>
<td>7,105,022</td>
<td></td>
</tr>
</tbody>
</table>

**a Cost method/Measurement Alternative Method**

The Group invested in multiple private companies which may have operational synergy with the Group's core business. The Group's equity investments without readily determinable fair value were accounted for using cost method before adoption of ASU 2016-01 and the Measurement Alternative method after adoption of ASU 2016-01 on January 1, 2019.

Impairment charges in connection with the cost method/Measurement Alternative investments of RMB2,540,880, RMB1,450,840 and RMB1,022,098 were recorded in the consolidated statements of comprehensive loss for the years ended December 31, 2018, 2019 and 2020, respectively, resulting from impairment assessments, considering various factors and events including adverse performance of investees, adverse industry conditions affecting investees, etc.

(i) **Investment in Uber**

In February 2017, the Group purchased a small percentage of preferred shares from Uber Technologies, Inc. ("Uber") for a total consideration of RMB6,875,000 (US$1,000,000). Concurrent with the investment in preferred shares, the Group was also granted a warrant by Uber to purchase 3,618,260 shares of preferred shares at an exercise price of $0.00001 per share. The vesting of the warrant was subject to certain restrictions on the Group for a period of six years. The warrant was considered as a freestanding financial instrument and the investment consideration was allocated to the warrant based on its fair value.
10 Long-term investments, net (Continued)

In January 2018, the Group failed to comply with the warrant restriction and the warrant was forfeited. As a result of the forfeiture, the Group recognized a loss of RMB1,182,070 (US$176,463) in investment income (loss), net in the consolidated statements of comprehensive loss for the year ended December 31, 2018.

In May 2019, Uber became a listed company on New York Stock Exchange and the preferred shares held by the Group were immediately converted to ordinary shares. The Group transferred the investment in Uber from Measurement Alternative investment to investment securities measured at fair value. During the fourth quarter of 2020, the Group disposed all the shares held in Uber and recognized a disposal gain of RMB2,788,851 (US$427,417).

(ii) Investment in Investee B

In May 2015, the Group purchased certain percentage of preferred shares of Investee B, which offers ride-hailing services through its mobile applications for a cash consideration of RMB122,392 (US$20,000). The Group accounted for the initial investment under the cost method as the underlying shares the Group invested in were not considered in-substance common stock and had no readily determinable fair value.

In July 2017, the Group purchased the following from Investee B for a total consideration of RMB6,746,400 (US$1,000,000) consisting of 1) certain percentage of ordinary shares, 2) certain percentage of preferred shares and 3) a warrant to purchase additional shares of Investee B at a pre-determined price during the next eight months. In conjunction with the investment, the Group obtained the right to nominate two board members out of nine.

The accounting for the investment in Investee B's ordinary shares was changed from cost method to equity method investment in accordance with ASC 323 upon the Group obtained significant influence through its right to nominate two board members out of nine in July 2017. The investment in Investee B's preferred shares is accounted for under the Measurement Alternative in accordance with ASC 321 as the underlying preferred shares were not considered in-substance common stock and had no readily determinable fair value. The warrant is a freestanding financial instrument and was recorded at fair value of RMB130,684 (US$20,000) upon initial recognition. In 2018, the unexercised warrant was expired, and the Group recognized the total loss of RMB123,916 (US$20,000) in investment income (loss), net in the consolidated statements of comprehensive loss.

The Group's investment in Investee B's ordinary shares was reduced to zero in 2017 due to its pick up of loss from Investee B based on its proportionate share. According to ASC 323-10-35-25, as the Group's total investment in Investee B includes the preferred shares investment, the Group should continue to recognize Investee B's losses up to the Group's carrying value in the preferred shares investment.

The Group's investment in Investee B's was diluted and could not impose significant influence in Investee B after its new round financing in June 2018. Consequently, the Group's investment in Investee B's ordinary shares were transferred from equity method to the Measurement Alternative and the Group stopped to recognize its proportionate share of loss from Investee B accordingly. The Group recognized a cumulative loss of RMB1,680,832 (US$249,910) against the investment in Investee B's preferred shares based on the ownership level and seniority of preferred shares.
10 Long-term investments, net (Continued)

Investment the Group held in Investee B immediately before this dilution and the remaining balance of investment in Investee B's preferred shares was amounting to RMB3,882,366 (US$586,761) as of dilution date and thenafter was accounted for under Measurement Alternative.

(iii) Investment in Investee C

In July 2017, the Group purchased certain percentage of ordinary shares of Investee C for a cash consideration of RMB38,427 (EUR4,952) from its existing shareholders. In addition, the Group purchased certain percentage of newly issued preferred shares of Investee C for a cash consideration of RMB77,599 (EUR10,000). Concurrent with the purchase of newly issued preferred shares, Investee C granted the Group a call option to purchase RMB310,396 (EUR40,000) of Investee C's preferred shares at a predetermined price within the subsequent two years after the initial investment. The call option was a freestanding financial instrument and was recorded at fair value upon initial recognition.

Investment in Investee C's ordinary shares is accounted for using the equity method in accordance with ASC 323 as the Group obtained significant influence through its right to nominate one out of four board members. The investment in Investee C's preferred shares is accounted for under the Measurement Alternative as the underlying preferred shares were not in-substance common stock and had no readily determinable fair value. In October 2017, the Group exercised a portion of call option to purchase preferred shares from Investee C with a cash consideration of RMB156,636 (EUR20,000) and the preferred shares purchased was accounted for under cost method.

The Group's investment in Investee C's ordinary shares has been reduced to zero in 2018 due to its pick up of loss based on its proportionate share. According to ASC 323-10-35-25, as the Group's total investment in Investee C includes the preferred shares investment, the Group should continue to recognize Investee C's losses up to the Group's carrying value in the preferred shares investment. For the years ended December 31, 2018, and 2019, the Group recognized losses of RMB135,816 (EUR17,357) and RMB98,008 (EUR12,643), respectively, against the investment in Investee C's preferred shares based on the ownership level and seniority of preferred shares investment the Group held in Investee C. As of December 31, 2019, the carrying amount of preferred shares of Investee C was reduced to zero.
10 Long-term investments, net (Continued)

*b Equity method*

The Group summarizes the condensed financial information of the Group's equity investments under equity method as a group below in accordance with Rule 4-08 of Regulation S-X:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td><strong>Operating data:</strong></td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>4,864,535</td>
</tr>
<tr>
<td>Gross profit (loss)</td>
<td>(1,170,114)</td>
</tr>
<tr>
<td>Income (loss) from operations</td>
<td>(5,106,027)</td>
</tr>
<tr>
<td>Net income (loss), net</td>
<td>(6,638,637)</td>
</tr>
<tr>
<td><strong>Balance sheet data:</strong></td>
<td></td>
</tr>
<tr>
<td>Current assets</td>
<td>8,135,229</td>
</tr>
<tr>
<td>Non-current assets</td>
<td>7,825,928</td>
</tr>
<tr>
<td>Current liabilities</td>
<td>2,814,401</td>
</tr>
<tr>
<td>Non-current liabilities</td>
<td>4,089,115</td>
</tr>
<tr>
<td>Convertible redeemable preferred shares and non-controlling interests</td>
<td>952,162</td>
</tr>
</tbody>
</table>

The condensed financial information of the Group's equity investments under equity method was summarized in the aggregate amount in accordance with Rule 4-08 of Regulation S-X. As the Group's shareholding interests in these investees vary among different equity method investees, which includes 3% to 5% interests in certain funds in the form of partnership, the Group recognized small proportionate share of gain or loss accordingly from these entities. As a result, the loss from equity method investment, net in the consolidated statement of comprehensive loss may not be comparable with the above table.
11 Property and equipment, net

Property and equipment, net consist of the following:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMB</td>
</tr>
<tr>
<td>Bikes and e-bikes</td>
<td>1,736,290</td>
</tr>
<tr>
<td>Vehicles</td>
<td>2,645,397</td>
</tr>
<tr>
<td>Computers, equipment and software</td>
<td>1,973,618</td>
</tr>
<tr>
<td>Leasehold improvement</td>
<td>286,727</td>
</tr>
<tr>
<td>Construction in progress</td>
<td>140,487</td>
</tr>
<tr>
<td>Others</td>
<td>37,189</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>6,819,708</strong></td>
</tr>
<tr>
<td>Less: Accumulated depreciation</td>
<td>(951,264)</td>
</tr>
<tr>
<td>Less: Accumulated impairment loss</td>
<td>(90,353)</td>
</tr>
<tr>
<td><strong>Property and equipment, net</strong></td>
<td><strong>5,778,091</strong></td>
</tr>
</tbody>
</table>

Depreciation expenses recognized for the years ended December 31, 2018, 2019 and 2020 were RMB667,189, RMB1,902,567 and RMB3,275,144, respectively.

For the years ended for December 31, 2018, 2019 and 2020, the impairment losses for property and equipment were RMB90,901, RMB125,134 and RMB855,988, respectively. For the year ended December 31, 2020, the impairment charge of RMB751,065 on the vehicles leased to drivers in the PRC was mainly caused by the adverse impact of COVID-19 pandemic on the Group's China Mobility business.

12 Operating leases

Operating leases of the Group primarily consist of leases of offices, warehouses and data centers. The recognition of whether a contract arrangement contains a lease is made by evaluating whether the arrangement conveys the right to use an identified asset and whether the Group obtains substantially all the economic benefits from and has the ability to direct the use of the asset.

Operating lease assets and liabilities are included in the items of operating lease right-of-use assets, net, operating lease liabilities, current portion, and operating lease liabilities, non-current portion on the consolidated balance sheets.

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12 Operating leases (Continued)

The components of lease expenses for the years ended December 31, 2019 and 2020 are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Year ended December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2019</td>
</tr>
<tr>
<td>Operating lease cost</td>
<td>580,613</td>
</tr>
<tr>
<td>Short-term lease cost</td>
<td>83,509</td>
</tr>
<tr>
<td>Variable lease cost</td>
<td>89,284</td>
</tr>
<tr>
<td><strong>Total lease cost</strong></td>
<td><strong>753,406</strong></td>
</tr>
</tbody>
</table>

Supplemental cash flows information related to leases is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Year ended December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2019</td>
</tr>
<tr>
<td>Cash payments for operating leases</td>
<td>584,660</td>
</tr>
<tr>
<td>ROU assets obtained in exchange for operating lease liabilities</td>
<td>349,432</td>
</tr>
</tbody>
</table>

As of December 31, 2020, the Company's operating leases had a weighted average remaining lease term of 3.26 years and a weighted average discount rate of 4.79%.

Maturities of lease liabilities are as follows:

<table>
<thead>
<tr>
<th>Year ended December 31</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>750,469</td>
</tr>
<tr>
<td>2022</td>
<td>599,795</td>
</tr>
<tr>
<td>2023</td>
<td>309,103</td>
</tr>
<tr>
<td>2024</td>
<td>181,088</td>
</tr>
<tr>
<td>Thereafter</td>
<td>160,291</td>
</tr>
<tr>
<td><strong>Total undiscounted lease payments</strong></td>
<td><strong>2,000,746</strong></td>
</tr>
<tr>
<td>Less: imputed interest</td>
<td>(150,241)</td>
</tr>
<tr>
<td><strong>Total lease liabilities</strong></td>
<td><strong>1,850,505</strong></td>
</tr>
</tbody>
</table>
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(In thousands, except for share and par value)

12 Operating leases (Continued)

Supplemental Information for Comparative Periods

Prior to the adoption of ASC 842, future minimum payments for non-cancelable operating leases as of December 31, 2018 are as follows:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td>RMB</td>
</tr>
<tr>
<td>2019</td>
<td>496,551</td>
</tr>
<tr>
<td>2020</td>
<td>416,502</td>
</tr>
<tr>
<td>2021</td>
<td>320,155</td>
</tr>
<tr>
<td>2022</td>
<td>252,174</td>
</tr>
<tr>
<td>2023</td>
<td>118,482</td>
</tr>
<tr>
<td>Thereafter</td>
<td>187,574</td>
</tr>
<tr>
<td>Total</td>
<td>1,791,438</td>
</tr>
</tbody>
</table>

13 Intangible assets, net

The Group’s intangible assets, net consist of following:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td>RMB</td>
</tr>
</tbody>
</table>

Finite-lived intangible assets
- Non-compete agreements 7,183,773 7,183,773 7,183,773
- Trademarks and patents 5,305,726 5,306,487 5,149,123
- Customer lists 1,595,409 1,593,498 1,562,198
- Driver lists 322,116 321,118 304,784
- Total 14,407,024 14,404,876 14,199,878
- Less: accumulated amortization (5,323,928) (7,433,410) (9,357,046)
- Net book value 9,083,096 6,971,466 4,842,832

Indefinite-lived intangible assets
- Online payment license 398,085 398,085 398,085
- Others 56,479 56,479 56,479
- Total 454,564 454,564 454,564

Finite and indefinite-lived intangible assets 9,537,660 7,426,030 5,297,396

For the years ended December 31, 2018, 2019 and 2020, amortization expenses amounted to RMB2,117,367, RMB2,109,121 and RMB1,993,945, respectively.
13 Intangible assets, net (Continued)

Estimated amortization expenses of intangible assets with finite lives for future years are expected to be as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amortization Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMB</td>
</tr>
<tr>
<td>2021</td>
<td>1,821,680</td>
</tr>
<tr>
<td>2022</td>
<td>1,656,337</td>
</tr>
<tr>
<td>2023</td>
<td>1,099,571</td>
</tr>
<tr>
<td>2024</td>
<td>147,474</td>
</tr>
<tr>
<td>2025 and thereafter</td>
<td>207,770</td>
</tr>
<tr>
<td>Total expected amortization expenses</td>
<td>4,842,832</td>
</tr>
</tbody>
</table>

14 Goodwill

For the years ended December 31, 2018, 2019 and 2020, the changes in the carrying value of goodwill by segment are as follows:

<table>
<thead>
<tr>
<th></th>
<th>China Mobility (i)</th>
<th>International (ii)</th>
<th>Other Initiatives</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>Balance as of January 1, 2018</td>
<td>46,283,879</td>
<td>—</td>
<td>6,869</td>
<td>46,290,748</td>
</tr>
<tr>
<td>Additions</td>
<td>—</td>
<td>4,297,053</td>
<td>—</td>
<td>4,383,888</td>
</tr>
<tr>
<td>Foreign currency translation adjustments</td>
<td>—</td>
<td>(419,608)</td>
<td>—</td>
<td>(419,608)</td>
</tr>
<tr>
<td>Balance as of December 31, 2018</td>
<td>46,283,879</td>
<td>3,877,445</td>
<td>93,704</td>
<td>50,255,028</td>
</tr>
<tr>
<td>Foreign currency translation adjustments</td>
<td>—</td>
<td>(91,786)</td>
<td>—</td>
<td>(91,786)</td>
</tr>
<tr>
<td>Balance as of December 31, 2019</td>
<td>46,283,879</td>
<td>3,785,659</td>
<td>93,704</td>
<td>50,163,242</td>
</tr>
<tr>
<td>Foreign currency translation adjustments</td>
<td>—</td>
<td>(1,039,070)</td>
<td>—</td>
<td>(1,039,070)</td>
</tr>
<tr>
<td>Balance as of December 31, 2020</td>
<td>46,283,879</td>
<td>2,746,589</td>
<td>93,704</td>
<td>49,124,172</td>
</tr>
</tbody>
</table>

(i) The Group performed the impairment test for the goodwill arising from the acquisition of Kuaidi and Uber China in China Mobility and concluded that no impairment indicators on its goodwill were noted as of December 31, 2018, 2019 and 2020.

(ii) The Group performed the impairment test for the goodwill arising from the acquisition of 99 Taxis in International and concluded that no impairment indicators on its goodwill were noted as December 31, 2018 and 2019. Considering global COVID-19 pandemic increase the uncertainty on the ride hailing services in overseas countries, the Group performed a quantitative analysis on the reporting unit as of December 31, 2020. The Group estimated the fair value by using the income approach, which considered a number of factors, including expected future cash flows, growth rates and discount rates. Based on the assessment results, the fair value of the reporting unit was above its carrying amount as of December 31, 2020. Therefore, the Group concluded that quantitative analysis also did not indicate that there was an impairment of goodwill as of December 31, 2020.
15 Short-term and Long-term borrowings

Short-term and Long-term borrowings consist of the followings:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Short-term borrowings</td>
<td>RMB</td>
</tr>
<tr>
<td>Short-term borrowings</td>
<td>1,750,000</td>
</tr>
<tr>
<td>Long-term borrowings</td>
<td>—</td>
</tr>
<tr>
<td>Total</td>
<td>1,750,000</td>
</tr>
</tbody>
</table>

Short-term borrowings

Short-term borrowings were RMB dominated borrowings by the Group's subsidiaries from financial institutions in the PRC and were pledged by vehicles and short-term investments or guaranteed by the subsidiaries of the Group. The weighted average interest rate for short-term borrowings as of December 31, 2018, 2019 and 2020 were approximately 4%, 4% and 3%, respectively.

Long-term borrowings

During the year 2020, the Group entered into two three-year credit facility agreements with banks, which allows the Group to draw borrowings up to RMB400,000 from these facilities to purchase long lived assets. The borrowings drawn from these facilities bear annual interest rate of Loan Prime Rate ("LPR") plus 35 to 65 points and were guaranteed by certain subsidiaries of the Group. The unused credit limits under these facilities was RMB31,698 as of December 31, 2020.

The Group also entered into several borrowing agreements with certain banks and financial institutions pursuant to which the outstanding borrowings balance was RMB765,734 and RMB1,084,920 as of December 31, 2019, and 2020, respectively. These borrowings are guaranteed by certain subsidiaries of the Group or pledged by vehicles owned by the Group's subsidiaries and bear interest at a range of 4%-6.5% per annum.

As of December 31, 2020, the short-term and long-term borrowings will be due according to the following schedule:

<table>
<thead>
<tr>
<th>Principal amount</th>
<th>RMB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within 1 year</td>
<td>5,826,562</td>
</tr>
<tr>
<td>Between 1 to 2 years</td>
<td>799,840</td>
</tr>
<tr>
<td>Between 2 to 3 years</td>
<td>653,382</td>
</tr>
<tr>
<td>Total</td>
<td>7,279,784</td>
</tr>
</tbody>
</table>

F-61
16 Accounts and notes payable

Accounts and notes payable consist of the following:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018 RMB</td>
</tr>
<tr>
<td>Notes payable</td>
<td>445,748</td>
</tr>
<tr>
<td>Payables related to service fees and incentives to drivers</td>
<td>3,260,143</td>
</tr>
<tr>
<td>Payables related to driver management fees</td>
<td>291,198</td>
</tr>
<tr>
<td>Others</td>
<td>201,574</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>4,198,663</td>
</tr>
</tbody>
</table>

17 Accrued expenses and other current liabilities

Accrued expenses and other current liabilities consist of the following:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018 RMB</td>
</tr>
<tr>
<td>Payables to merchants and other partners</td>
<td>420,314</td>
</tr>
<tr>
<td>Employee compensation and welfare payables</td>
<td>864,972</td>
</tr>
<tr>
<td>Payables related to market and promotion expenses</td>
<td>844,944</td>
</tr>
<tr>
<td>Deposits</td>
<td>792,814</td>
</tr>
<tr>
<td>Payables related to service fees</td>
<td>702,111</td>
</tr>
<tr>
<td>Payables related to warehouse rental and delivery cost</td>
<td>4,608</td>
</tr>
<tr>
<td>Payables related to property and equipment</td>
<td>98,689</td>
</tr>
<tr>
<td>Tax payables</td>
<td>751,532</td>
</tr>
<tr>
<td>Payables on behalf of end-users</td>
<td>305,627</td>
</tr>
<tr>
<td>Others</td>
<td>1,012,884</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>5,798,495</td>
</tr>
</tbody>
</table>

18 Segment reporting

Operating segments are reported in a manner consistent with the internal reporting provided to the chief operating decision maker ("CODM"). The chief operating decision maker, who is responsible for allocating resources and assessing performance of the operating segments, has been identified as certain members of the Group’s management team, including the chief executive officer ("CEO").
18 Segment reporting (Continued)

The Group operates in three operating segments: (i) China Mobility; (ii) International; (iii) Other Initiatives. The following summary describes the operations in each of the Group's reportable segment:

• China Mobility: China Mobility segment mainly includes (i) The Group acts as the principal in providing ride hailing services to riders; (ii) The Group acts as an agent by connecting end-users to service providers who provide taxi hailing, chauffeur, hitch and other services.

• International: International segment includes ride hailing services and food delivery services offered in international markets.

• Other Initiatives: Other Initiatives mainly consist of bike and e-bike sharing, auto solutions, intra-city freight, community group buying, autonomous driving, etc.

The Group does not include inter-company transactions between segments for management reporting purposes. In general, revenues, cost of revenues and operating expenses are directly attributable, or are allocated, to each segment. The Group allocates costs and expenses that are not directly attributable to a specific segment, such as those that support infrastructure across different segments, to different segments mainly on the basis of usage or headcount, depending on the nature of the relevant costs and expenses. The Group currently does not allocate the assets to its segments, as its CODM does not use such information to allocate resources or evaluate the performance of the operating segments. The Group currently does not allocate other long-lived assets to the geographic operations as substantially all of the Group's long-lived assets are located in the PRC. In addition, substantially all of the Group's revenue is derived from within the PRC, therefore, no geographical information is presented.

The Group's segment operating performance measure is segment Adjusted EBITA, which represents net income or loss before (a) certain non-cash expenses, consisting of share-based compensation expense and amortization of intangible assets, which are not reflective of the Group's core operating performance, and (b) interest income, interest expenses, investment income (loss), net, impairment loss for equity investments accounted for using cost method/Measurement Alternative, loss from equity method investments, net, other income (loss), net, and income tax benefits. The following table presents information about Adjusted EBITA and a reconciliation from the segment Adjusted EBITA to total consolidated loss from operations for the years ended December 31, 2018, 2019 and 2020:

F-63
18 Segment reporting (Continued)

<table>
<thead>
<tr>
<th></th>
<th>For the Year Ended December 31,</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018 RMB</td>
<td>2019 RMB</td>
<td>2020 RMB</td>
<td>2020 US$</td>
<td></td>
</tr>
<tr>
<td>Revenues:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>China Mobility</td>
<td>133,206,766</td>
<td>147,939,618</td>
<td>133,645,113</td>
<td>20,398,228</td>
<td></td>
</tr>
<tr>
<td>International</td>
<td>410,669</td>
<td>1,974,723</td>
<td>2,333,113</td>
<td>356,103</td>
<td></td>
</tr>
<tr>
<td>Other Initiatives</td>
<td>1,670,589</td>
<td>4,871,787</td>
<td>5,757,926</td>
<td>878,831</td>
<td></td>
</tr>
<tr>
<td>Total segment revenues</td>
<td>135,288,024</td>
<td>154,786,128</td>
<td>141,736,152</td>
<td>21,633,162</td>
<td></td>
</tr>
<tr>
<td>Adjusted EBITA:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>China Mobility</td>
<td>(273,677)</td>
<td>3,844,176</td>
<td>3,959,902</td>
<td>604,399</td>
<td></td>
</tr>
<tr>
<td>International</td>
<td>(2,428,135)</td>
<td>(3,152,253)</td>
<td>(3,533,836)</td>
<td>(539,369)</td>
<td></td>
</tr>
<tr>
<td>Other Initiatives</td>
<td>(5,944,874)</td>
<td>(3,456,163)</td>
<td>(8,806,771)</td>
<td>(1,344,176)</td>
<td></td>
</tr>
<tr>
<td>Total Adjusted EBITA</td>
<td>(8,646,686)</td>
<td>(2,764,240)</td>
<td>(8,380,705)</td>
<td>(1,279,146)</td>
<td></td>
</tr>
<tr>
<td>Share-based compensation</td>
<td>(1,678,476)</td>
<td>(3,140,016)</td>
<td>(3,413,292)</td>
<td>(520,970)</td>
<td></td>
</tr>
<tr>
<td>Amortization of intangible assets</td>
<td>(2,117,367)</td>
<td>(2,109,121)</td>
<td>(1,993,945)</td>
<td>(304,335)</td>
<td></td>
</tr>
<tr>
<td>Total consolidated loss from operations</td>
<td>(12,442,529)</td>
<td>(8,013,377)</td>
<td>(13,787,942)</td>
<td>(2,104,451)</td>
<td></td>
</tr>
</tbody>
</table>

(i) Amortization expenses in connection with business combinations were RMB2,102,825, RMB2,093,941 and RMB1,977,400 for the years ended December 31 2018, 2019 and 2020, respectively.

The following table presents the total depreciation expenses of property and equipment by segment for the years ended December 31, 2018, 2019 and 2020:

<table>
<thead>
<tr>
<th></th>
<th>For the Year Ended December 31,</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018 RMB</td>
<td>2019 RMB</td>
<td>2020 RMB</td>
<td>2020 US$</td>
<td></td>
</tr>
<tr>
<td>China Mobility</td>
<td>279,291</td>
<td>300,781</td>
<td>260,179</td>
<td>39,711</td>
<td></td>
</tr>
<tr>
<td>International</td>
<td>37,022</td>
<td>65,260</td>
<td>63,025</td>
<td>9,619</td>
<td></td>
</tr>
<tr>
<td>Other Initiatives</td>
<td>350,876</td>
<td>1,536,526</td>
<td>2,951,940</td>
<td>450,554</td>
<td></td>
</tr>
<tr>
<td>Total depreciation of property and equipment</td>
<td>667,189</td>
<td>1,902,567</td>
<td>3,275,144</td>
<td>499,884</td>
<td></td>
</tr>
</tbody>
</table>

19 Income taxes

Cayman Islands ("Cayman")

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 or estate duty. There are no other taxes likely to be material to the Group levied by the government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or brought within the jurisdiction of the Cayman Islands. In addition, the Cayman Islands does not impose withholding tax on dividend payments.
19 Income taxes (Continued)

British Virgin Islands ("BVI")

Under the current laws of the British Virgin Islands, entities incorporated in British Virgin Islands are not subject to tax on their income or capital gains. In addition, payment of dividends by the British Virgin Islands subsidiaries to their respective shareholders who are not resident in the British Virgin Islands, if any, is not subject to withholding tax in the British Virgin Islands.

Hong Kong

Under the current Hong Kong Inland Revenue Ordinance, the Group's subsidiaries in Hong Kong are subject to 16.5% Hong Kong profit tax on their taxable income generated from operations in Hong Kong. Additionally, payments of dividends by the subsidiaries incorporated in Hong Kong to the Company are not subject to any Hong Kong withholding tax.

PRC

The Company's subsidiaries and VIEs in the PRC are governed by the Enterprise Income Tax Law ("EIT Law"), which became effective on January 1, 2008. Pursuant to the EIT Law and its implementation rules, enterprises in the PRC are generally subject to tax at a statutory rate of 25%. Certified High and New Technology Enterprises ("HNTE") are entitled to a preferential tax rate of 15%. The HNTE certificate is effective for a period of three years. Beijing DiDi obtained the HNTE certificate in December 2019 and thereby enjoys a reduced tax rate of 15% for the three years ending December 31, 2021.

According to the relevant laws and regulations in the PRC, enterprises engaging in research and development activities were entitled to claim 150% of their research and development expenses incurred as tax deductible expenses when determining their assessable profits for that year (the "R&D Deduction"). The State Taxation Administration of the PRC announced in September 2018 that enterprises engaging in research and development activities would be entitled to claim 175% of their research and development expenses as R&D Deduction from January 1, 2018 to December 31, 2020.

The EIT Law also provides that enterprises established under the laws of foreign countries or regions and whose "place of effective management" is located within the PRC are considered PRC tax resident enterprises and subject to the PRC income tax at the rate of 25% on worldwide income. The definition of "place of effective management" refers to an establishment that exercises, in substance, overall management and control over the production and business, personnel, accounting, properties, and other aspects of an enterprise. If the Company is deemed as a PRC tax resident, it would be subject to the PRC tax under the EIT Law. The Company has analyzed the applicability of this law and believes that the chance of being recognized as a tax resident enterprise is remote for the PRC tax purposes.

The Company's subsidiaries incorporated in other jurisdictions were subject to income tax charges calculated according to the tax laws enacted or substantially enacted in the countries where they operate and generate income.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(In thousands, except for share and par value)

19 Income taxes (Continued)

Withholding tax on undistributed dividends

According to the current EIT Law and its implementation rules, foreign enterprises, which have no establishment or place in China but derive dividends, interest, rents, royalties and other income (including capital gains) from sources in China or which have an establishment or place in China but the aforementioned incomes are not connected with the establishment or place shall be subject to the PRC withholding tax ("WHT") at 10% (a further reduced WHT rate may be available according to the applicable double tax treaty or arrangement provided that the foreign enterprise is the tax resident of the jurisdiction where it is located and it is the beneficial owner of the dividends, interest and royalties income).

The Group did not record any dividend withholding tax, as there were no taxable outside basis differences noted as of the end of the periods presented.

Income (loss) before income taxes consists of:

<table>
<thead>
<tr>
<th></th>
<th>For the Year Ended December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Income (loss) from overseas entities</td>
<td>(5,314,602)</td>
</tr>
<tr>
<td>Loss from PRC entities</td>
<td>(10,177,823)</td>
</tr>
<tr>
<td>Loss before income taxes</td>
<td>(15,492,425)</td>
</tr>
</tbody>
</table>

Income tax expenses (benefits) consists of:

<table>
<thead>
<tr>
<th></th>
<th>For the Year Ended December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Current income tax expenses</td>
<td>50,947</td>
</tr>
<tr>
<td>Deferred tax benefits</td>
<td>(564,862)</td>
</tr>
<tr>
<td>Total income tax benefits</td>
<td>(513,915)</td>
</tr>
</tbody>
</table>
19 Income taxes (Continued)

Reconciliation of the differences between the PRC statutory tax rate and the Group's effective tax rate is as below:

<table>
<thead>
<tr>
<th>Description</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRC statutory tax rate</td>
<td>25.00%</td>
<td>25.00%</td>
<td>25.00%</td>
</tr>
<tr>
<td>Tax effect of preferential tax treatments</td>
<td>0.00%</td>
<td>–1.31%</td>
<td>–2.53%</td>
</tr>
<tr>
<td>Tax effect of permanent difference</td>
<td>0.03%</td>
<td>–5.53%</td>
<td>–9.03%</td>
</tr>
<tr>
<td>Effect on tax rates in different tax jurisdiction</td>
<td>–5.70%</td>
<td>–7.30%</td>
<td>5.18%</td>
</tr>
<tr>
<td>Changes in valuation allowance and others</td>
<td>–16.01%</td>
<td>–7.41%</td>
<td>–15.84%</td>
</tr>
<tr>
<td>Effective tax rate</td>
<td>3.32%</td>
<td>3.45%</td>
<td>2.78%</td>
</tr>
</tbody>
</table>

The permanent differences mainly arisen from share-based compensation, R&D Deduction, and non-taxable interest income etc.

Significant components of the Group's deferred tax balances are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deferred tax assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asset impairment and allowances for credit losses</td>
<td>295,033</td>
<td>384,009</td>
<td>749,373</td>
</tr>
<tr>
<td>Advertising expenses in excess of deduct limit</td>
<td>863,494</td>
<td>614,374</td>
<td>1,045,473</td>
</tr>
<tr>
<td>Accrued expenses and others</td>
<td>562,194</td>
<td>1,173,216</td>
<td>2,176,173</td>
</tr>
<tr>
<td>Tax losses carryforwards</td>
<td>9,373,933</td>
<td>7,157,331</td>
<td>4,993,187</td>
</tr>
<tr>
<td>Total deferred tax assets</td>
<td>11,094,654</td>
<td>9,328,930</td>
<td>8,964,206</td>
</tr>
<tr>
<td>Less: valuation allowance</td>
<td>(9,855,711)</td>
<td>(8,251,912)</td>
<td>(6,019,931)</td>
</tr>
<tr>
<td>Deferred tax assets, net</td>
<td>1,238,943</td>
<td>1,077,018</td>
<td>944,275</td>
</tr>
<tr>
<td>Deferred tax liabilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amortization expense of intangible assets</td>
<td>2,351,379</td>
<td>1,817,084</td>
<td>1,314,213</td>
</tr>
<tr>
<td>Depreciation expense of property and equipment, and others</td>
<td>507,275</td>
<td>386,402</td>
<td>282,826</td>
</tr>
<tr>
<td>Deferred tax liabilities</td>
<td>2,858,654</td>
<td>2,203,486</td>
<td>1,597,039</td>
</tr>
</tbody>
</table>

As of December 31, 2020, the accumulated tax losses carryforwards of subsidiaries and VIEs (inclusive of VIEs' subsidiaries) incorporated in the PRC and Brazil of RMB26,052,775 and RMB1,937,324, respectively, are allowed to be carried forward to offset against future taxable profits. The tax losses carryforwards in Brazil generally have no time limit, while the tax losses carryforwards in the PRC will expire from 2021 to 2030, if not utilized. As of December 31, 2020, the deferred tax asset, net recognized from tax losses carryforwards was RMB7,469.
19 Income taxes (Continued)

The Group offsets deferred tax assets and liabilities pertaining to a particular tax-paying component of the Group within a particular jurisdiction.

<table>
<thead>
<tr>
<th>Classification in the consolidated balance sheets:</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deferred tax assets, net</td>
<td>43,956</td>
<td>88,055</td>
<td>190,951</td>
</tr>
<tr>
<td>Deferred tax liabilities</td>
<td>1,663,867</td>
<td>1,214,523</td>
<td>843,715</td>
</tr>
</tbody>
</table>

20 Share-based compensation

The table below presents a summary of the Group’s share-based compensation cost for the years ended December 31, 2018, 2019 and 2020:

<table>
<thead>
<tr>
<th></th>
<th>For the Year Ended December 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td>RMB</td>
</tr>
<tr>
<td>Operations and support</td>
<td>71,040</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>133,702</td>
</tr>
<tr>
<td>Research and development</td>
<td>568,557</td>
</tr>
<tr>
<td>General and administrative</td>
<td>905,177</td>
</tr>
<tr>
<td>Total</td>
<td>1,678,476</td>
</tr>
</tbody>
</table>

(a) Share Incentive Plan

In December 2017, the Company adopted the Equity Incentive Plan (the "Plan"), approved by the Board of Directors, which was subsequently amended in December 2020. Share options, restricted shares and restricted share units ("RSUs") may be granted to employees, directors and consultants of the Group under the Plan. As of December 31, 2020, the maximum aggregate number of ordinary shares which may be issued pursuant to all awards under the Plan is 138,896,437 shares.

Share-based awards granted under the Plan have a contractual term of seven years from the stated grant date and are generally subject to a four-year vesting schedule as determined by the administrator of the plans. Depending on the nature and the purpose of the grant, share-based awards generally vest 15% upon the first anniversary of the vesting commencement date, and 25%, 25% and 35% in following years thereafter.
20 Share-based compensation (Continued)

(b) Replacement awards to exchange for unvested options of 99 Taxis

Immediately prior to the closing of the acquisition of 99 Taxis in January 2018 (Note 4), each unvested option granted by 99 Taxis was exchanged for an option of the Company under the Plan based on a pre-determined ratio with its vesting requirement remained unchanged.

(c) Modification

For the years ended December 31, 2018, 2019 and 2020, 9,534,836, 16,279,092, and 20,280,382 existing share options were exchanged for 9,333,239, 11,131,297, and 25,905,827 new options, respectively, with different exercise price, leading to incremental cost of RMB284,739, RMB294,247 and RMB98,153 on the respective modification dates.
A summary of activities of the share options for the years ended December 31, 2018, 2019 and 2020 is presented as follows:

<table>
<thead>
<tr>
<th></th>
<th>Number of Options</th>
<th>Weighted Average Exercise Price (US$)</th>
<th>Weighted Average Remaining Contractual Life (In Years)</th>
<th>Aggregate Intrinsic Value (US$)</th>
<th>Weighted Average Grant Date Fair Value (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Outstanding at December 31, 2017</strong></td>
<td>40,095,144</td>
<td>9.87</td>
<td>5.18</td>
<td>1,173,748</td>
<td>14.89</td>
</tr>
<tr>
<td>Granted (including grants in exchange for 99 Taxis options)</td>
<td>13,804,178</td>
<td>15.23</td>
<td></td>
<td>27.13</td>
<td></td>
</tr>
<tr>
<td>Modification</td>
<td>(201,597)</td>
<td>0.0001823</td>
<td>39.14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exercise of share options with shares issued to trusts</td>
<td>(5,321,635)</td>
<td>0.0001823</td>
<td>27.13</td>
<td></td>
<td>39.14</td>
</tr>
<tr>
<td>Exercise of share options</td>
<td>(3,298,715)</td>
<td>0.0001823</td>
<td>27.13</td>
<td></td>
<td>39.14</td>
</tr>
<tr>
<td>Forfeited/canceled</td>
<td>(3,333,519)</td>
<td>13.09</td>
<td>27.13</td>
<td></td>
<td>39.14</td>
</tr>
<tr>
<td><strong>Outstanding as of December 31, 2018</strong></td>
<td>41,743,856</td>
<td>12.28</td>
<td>4.81</td>
<td>1,052,084</td>
<td>16.95</td>
</tr>
<tr>
<td>Granted</td>
<td>27,021,656</td>
<td>2.79</td>
<td>35.69</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Modification</td>
<td>(5,147,795)</td>
<td>0.0001823</td>
<td>39.87</td>
<td></td>
<td>39.87</td>
</tr>
<tr>
<td>Forfeited/canceled</td>
<td>(5,216,527)</td>
<td>13.99</td>
<td>39.87</td>
<td></td>
<td>39.87</td>
</tr>
<tr>
<td><strong>Outstanding as of December 31, 2019</strong></td>
<td>58,401,190</td>
<td>5.45</td>
<td>4.54</td>
<td>2,010,425</td>
<td>27.59</td>
</tr>
<tr>
<td>Granted</td>
<td>12,981,876</td>
<td>0.62</td>
<td>38.30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Modification</td>
<td>5,625,445</td>
<td>11.80</td>
<td>28.45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exercise of share options with shares issued to trusts</td>
<td>(13,379,655)</td>
<td>11.80</td>
<td>34.20</td>
<td>405,191</td>
<td>28.45</td>
</tr>
<tr>
<td>Exercise of share options</td>
<td>(12,526,172)</td>
<td>11.80</td>
<td>28.45</td>
<td>379,344</td>
<td>28.45</td>
</tr>
<tr>
<td>Forfeited/canceled</td>
<td>(4,304,441)</td>
<td>5.86</td>
<td>34.20</td>
<td></td>
<td>34.20</td>
</tr>
<tr>
<td><strong>Outstanding as of December 31, 2020</strong></td>
<td>46,798,243</td>
<td>6.04</td>
<td>3.74</td>
<td>1,686,640</td>
<td>26.16</td>
</tr>
<tr>
<td>Exercisable as of December 31, 2020</td>
<td>28,100,300</td>
<td>7.40</td>
<td>2.43</td>
<td>974,717</td>
<td>19.97</td>
</tr>
<tr>
<td>Vested and Expected to Vest at December 31, 2020</td>
<td>42,851,516</td>
<td>6.35</td>
<td>3.51</td>
<td>1,531,377</td>
<td>25.21</td>
</tr>
</tbody>
</table>

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XIAOJU KUAIZHI INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(In thousands, except for share and par value)

20 Share-based compensation (Continued)

The Group uses binomial option pricing model to determine fair value of the share-based awards. The estimated fair value of each option granted is estimated on the date of grant using the binomial option-pricing model with the following assumptions:

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fair value of ordinary shares (US$)</td>
<td>37.48 - 41.04</td>
<td>37.48 - 39.87</td>
<td>37.65 - 42.08</td>
</tr>
<tr>
<td>Expected volatility</td>
<td>35.0% - 37.0%</td>
<td>32.8% - 35.0%</td>
<td>31.0% - 34.8%</td>
</tr>
<tr>
<td>Risk-free interest rate (per annum)</td>
<td>2.59% - 2.92%</td>
<td>1.60% - 2.40%</td>
<td>1.16% - 1.69%</td>
</tr>
<tr>
<td>Expected dividend yield</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Expected term (in years)</td>
<td>7</td>
<td>7</td>
<td>7</td>
</tr>
</tbody>
</table>

Risk-free interest rate is estimated based on the yield curve of US Sovereign Bond as of the option valuation date. The expected volatility at the grant date and each option valuation date is estimated based on annualized standard deviation of daily stock price return of comparable companies with a time horizon close to the expected expiry of the term of the options. The Group has never declared or paid any cash dividends on its capital stock, and the Group does not anticipate any dividend payments in the foreseeable future. Expected term is the contract life of the options.

(e) Restricted shares and RSUs

A summary of activities of restricted shares and RSUs for the years ended December 31, 2018, 2019 and 2020 is presented as follows:

<table>
<thead>
<tr>
<th></th>
<th>Number of Shares</th>
<th>Weighted Average Grant Date Fair Value</th>
<th>Remaining Contractual Life In Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unvested at December 31, 2017</td>
<td>8,917,723</td>
<td>23.21</td>
<td>4.70</td>
</tr>
<tr>
<td>Granted</td>
<td>2,622,214</td>
<td>39.43</td>
<td></td>
</tr>
<tr>
<td>Vested</td>
<td>(4,518,514)</td>
<td>25.21</td>
<td></td>
</tr>
<tr>
<td>Exercise of share options with shares issued to trusts</td>
<td>5,321,635</td>
<td>39.14</td>
<td></td>
</tr>
<tr>
<td>Forfeited/canceled</td>
<td>(615,942)</td>
<td>37.23</td>
<td></td>
</tr>
<tr>
<td>Unvested at December 31, 2018</td>
<td>11,927,116</td>
<td>32.63</td>
<td>4.79</td>
</tr>
<tr>
<td>Granted</td>
<td>1,886,042</td>
<td>38.10</td>
<td></td>
</tr>
<tr>
<td>Vested</td>
<td>(4,775,362)</td>
<td>26.67</td>
<td></td>
</tr>
<tr>
<td>Forfeited/canceled</td>
<td>(1,311,125)</td>
<td>38.41</td>
<td></td>
</tr>
<tr>
<td>Unvested at December 31, 2019</td>
<td>7,726,671</td>
<td>36.64</td>
<td>4.82</td>
</tr>
<tr>
<td>Granted</td>
<td>1,249,178</td>
<td>38.74</td>
<td></td>
</tr>
<tr>
<td>Vested</td>
<td>(1,802,889)</td>
<td>39.14</td>
<td></td>
</tr>
<tr>
<td>Exercise of share options with shares issued to trusts</td>
<td>13,379,655</td>
<td>39.87</td>
<td></td>
</tr>
<tr>
<td>Forfeited/canceled</td>
<td>(1,790,178)</td>
<td>39.05</td>
<td></td>
</tr>
<tr>
<td>Unvested at December 31, 2020</td>
<td>18,762,437</td>
<td>38.60</td>
<td>4.60</td>
</tr>
<tr>
<td>Expected to vest at December 31, 2020</td>
<td>16,507,579</td>
<td>38.45</td>
<td>4.53</td>
</tr>
</tbody>
</table>

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20 Share-based compensation (Continued)

The share-based awards granted have 1) only service condition; 2) both service and performance condition, where awards granted are only exercisable upon the occurrence of an IPO by the Group.

The Group recognized share-based compensation, net of estimated forfeitures, using the graded vesting attribution method over the vesting term of the awards for the service condition awards.

The Group considers it is not probable that the IPO performance conditions will be satisfied until the event occurs. As a result, the share-based compensation expenses for these awards will be recognized upon the occurrence of the Group's IPO.

As of December 31, 2020, there was RMB3,055,395 of unrecognized compensation expenses related to the share options, which is expected to be recognized over a weighted average period of 3.06 years. Unrecognized compensation expenses of RMB13,694 related to share options for which the service condition had been met are expected to be recognized when the performance target of an IPO is achieved.

As of December 31, 2020, there was RMB3,011,969 of unrecognized compensation expenses related to restricted shares and RSUs, which is expected to be recognized over a weighted average period of 1.67 years. Unrecognized compensation expenses of RMB885,420 related to restricted shares and RSUs for which the service condition had been met are expected to be recognized when the performance target of an IPO is achieved.
21 Convertible preferred shares

The following table summarizes the issuances of convertible preferred shares up to December 31, 2020.

<table>
<thead>
<tr>
<th>Series</th>
<th>Issuance date</th>
<th>Issuance price per share</th>
<th>Total number of shares issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>Series A-1 convertible preferred shares</td>
<td>February 2015</td>
<td>11.3970</td>
<td>12,180,250</td>
</tr>
<tr>
<td>Series A-2 convertible preferred shares</td>
<td>February 2015</td>
<td>11.4423</td>
<td>9,145,501</td>
</tr>
<tr>
<td>Series A-3 convertible preferred shares</td>
<td>February 2015</td>
<td>11.4423</td>
<td>10,668,684</td>
</tr>
<tr>
<td>Series A-4 convertible preferred shares</td>
<td>February 2015</td>
<td>11.6866</td>
<td>33,711,135</td>
</tr>
<tr>
<td>Series A-5 convertible preferred shares</td>
<td>February 2015</td>
<td>12.0325</td>
<td>21,161,516</td>
</tr>
<tr>
<td>Series A-6 convertible preferred shares</td>
<td>February 2015</td>
<td>12.7193</td>
<td>41,028,543</td>
</tr>
<tr>
<td>Series A-7 convertible preferred shares</td>
<td>March 2013</td>
<td>0.0080</td>
<td>20,000,000</td>
</tr>
<tr>
<td>Series A-8 convertible preferred shares</td>
<td>April 2013</td>
<td>0.1600</td>
<td>12,500,000</td>
</tr>
<tr>
<td>Series A-9 convertible preferred shares</td>
<td>May 2013</td>
<td>0.9600</td>
<td>3,125,000</td>
</tr>
<tr>
<td>Series A-10 convertible preferred shares</td>
<td>May 2013</td>
<td>0.9600</td>
<td>15,625,000</td>
</tr>
<tr>
<td>Series A-11 convertible preferred shares</td>
<td>January 2014</td>
<td>2.9160</td>
<td>21,654,327(i)</td>
</tr>
<tr>
<td>Series A-12 convertible preferred shares</td>
<td>January 2014</td>
<td>3.2400</td>
<td>10,956,791</td>
</tr>
<tr>
<td>Series A-13 convertible preferred shares</td>
<td>April 2014</td>
<td>3.8250</td>
<td>20,915,034</td>
</tr>
<tr>
<td>Series A-14 convertible preferred shares</td>
<td>July 2014</td>
<td>7.3125</td>
<td>17,777,778</td>
</tr>
<tr>
<td>Series A-15 convertible preferred shares</td>
<td>December 2014 to January 2015</td>
<td>12.2727</td>
<td>54,592,596</td>
</tr>
<tr>
<td>Series A-16 convertible preferred shares</td>
<td>May 2015</td>
<td>18.9705</td>
<td>12,756,674</td>
</tr>
<tr>
<td>Series A-17 convertible preferred shares</td>
<td>July 2015 to March 2016</td>
<td>27.4262</td>
<td>116,312,175</td>
</tr>
<tr>
<td>Series A-18 convertible preferred shares</td>
<td>April 2016 to August 2017</td>
<td>38.2271</td>
<td>111,432,959</td>
</tr>
<tr>
<td>Series B-1 convertible preferred shares</td>
<td>August 2016 to October 2017</td>
<td>119.0705</td>
<td>58,530,879</td>
</tr>
<tr>
<td>Series B-2 convertible preferred shares</td>
<td>April 2017 to August 2019</td>
<td>50.9321</td>
<td>212,683,291</td>
</tr>
</tbody>
</table>

(i) Including 4,507,550 Series A-11 preferred shares legally issued in 2018 upon the exercise of the warrant.

The major rights, preferences and privileges of the preferred shares are as follows:

Conversion rights

All series except for Series B-1 preferred shares

Each of the preferred shares is convertible, at the option of the holder, into the Company's ordinary shares at an initial conversion ratio of 1:1 at any time after the date of issuance of such preferred shares.

The preferred shares shall be automatically converted into ordinary shares (i) immediately prior to the consummation of an Qualified IPO or (ii) specified by written consent of Series A-1 to A-15 preferred shares holders, and at least 75% of voting power of the outstanding Series A-16 preferred shares holders, at least 75% of voting power of the outstanding Series A-17 preferred shares holders, at least 75% of voting power of the outstanding Series A-18 preferred shares holders, and at least 75% of voting power of the outstanding Series B-2 preferred shares holders.
XIAOJU KUAIZHI INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(In thousands, except for share and par value)

21 Convertible preferred shares (Continued)

Series B-1 preferred shares

Each of the preferred shares is convertible, at the option of the holder, into the 3 ordinary shares at the option of the Series B-1 preferred shares holders upon: 1) the consummation of an Qualified IPO, 2) the transfer of Such Series B-1 preferred shares pursuant to the certain agreement; 3) liquidation, dissolution or winding up of Company; 4) other extraordinary corporate transaction that Series B-1 preferred shareholders receive different treatment relative to the treatment applicable to Series A-18 preferred shareholders as if each Series B-1 Preferred Share shall have been converted into three Series A-18 Preferred Shares.

Dividend rights

The holders of preferred shares are entitled to receive non-cumulative dividends, at a simple rate of 8% of original issuance price of preferred shares per annum as and when declared by the Board of Directors.

No dividends on preferred shares and ordinary shares have been declared for the years ended December 31, 2018, 2019 and 2020.

Liquidation preferences

In the event of any liquidation, dissolution or winding up of the Company, either voluntarily or involuntarily, the holders of preferred shares have preference over holders of ordinary shares with respect to payment dividends and distribution of assets. Upon liquidation, each preferred share holder is entitled to be on parity with each other, and prior and in preference to any distribution of any of assets or funds of the Company to the ordinary shareholders.

The holders of Series A-4 to A-18 and B-1 to B-2 preferred shares shall be entitled to choose from receiving an amount equal to 100% of original issuance price with respect to Series A-4 to A-18 and B-1 to B-2 preferred shares on an as-converted basis, plus all dividends declared and unpaid with respect thereto per share, then held by holders. The holders of Series A-1 to A-3 preferred shares shall be entitled to choose from receiving an amount equal to 140% of original issuance price with respect to Series A-1 to A-3 preferred shares on an as-converted basis, plus all dividends declared and unpaid with respect thereto per share, then held by holders.

Voting rights

The holder of each ordinary share issued and outstanding has one vote for each ordinary share held and the holder of each preferred shares (except for Series B-1 preferred shares) has the number of votes as equals to the number of ordinary shares then issuable upon their conversion into ordinary shares. The holder of each Series B-1 preferred shares has the number of votes as equal to one-third of the whole number of ordinary shares then issuable upon their conversion into ordinary shares except some specific matters.
21 Convertible preferred shares (Continued)

Accounting for preferred shares

The Group has classified the preferred shares in the mezzanine equity of the consolidated balance sheets as they are considered as contingently redeemable upon a deemed liquidation events occurs in accordance with ASC 480-10-S99-3A (f).

The Group has determined that there was no beneficial conversion feature attributable to the 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 Company taking into account independent valuations.

The movement of preferred shares for the years ended December 31, 2018, 2019 and 2020 is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Total number of shares</th>
<th>Total amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Balance as of January 1, 2018</strong></td>
<td>724,193,165</td>
<td>158,607,281</td>
</tr>
<tr>
<td>Issuance of Series B-2 convertible preferred shares, net of issuance costs</td>
<td>84,571,551</td>
<td>27,587,106</td>
</tr>
<tr>
<td>Exercise of warrant to Series A-11 convertible preferred shares</td>
<td>4,507,550</td>
<td>1,307,188</td>
</tr>
<tr>
<td>Repurchase of Series A-17 convertible preferred shares</td>
<td>(7,292,298)</td>
<td>(1,223,520)</td>
</tr>
<tr>
<td><strong>Balance as of December 31, 2018</strong></td>
<td>805,979,968</td>
<td>186,278,055</td>
</tr>
<tr>
<td>Issuance of Series B-2 convertible preferred shares, net of issuance costs</td>
<td>10,307,841</td>
<td>3,569,189</td>
</tr>
<tr>
<td><strong>Balance as of December 31, 2019</strong></td>
<td>816,287,809</td>
<td>189,847,244</td>
</tr>
<tr>
<td>Repurchase of Series A-17 convertible preferred shares</td>
<td>(29,842)</td>
<td>(5,198)</td>
</tr>
<tr>
<td>Repurchase of Series A-18 convertible preferred shares</td>
<td>(12,215)</td>
<td>(3,067)</td>
</tr>
<tr>
<td><strong>Balance as of December 31, 2020</strong></td>
<td>816,245,752</td>
<td>189,838,979</td>
</tr>
</tbody>
</table>

The Group accounted for repurchases of preferred shares as retirements of treasury shares whereby the difference between the repurchase price and the carrying value of the repurchased preferred shares is accounted for as deemed dividend to the holders of preferred shares which were recorded against additional paid-in capital. The deemed dividend resulting from repurchases of preferred shares was RMB664,418, and RMB872 for the years ended December 31, 2018, and 2020, respectively.

22 Ordinary shares

The Company was incorporated on January 11, 2013 with an authorized share capital of US$50,000 with par value of US$0.0001 per share. On August 29, 2013, the Company resolved that each share was divided into 5 shares, with each share’s par value being reduced to US$0.00002 per share. After several issuances and repurchases of certain shares held by investors, the Company had 124,067,444 of ordinary shares issued and 108,531,508 of ordinary shares outstanding as of December 31, 2020.
23 Loss per share

Basic loss per share and diluted loss per share have been calculated in accordance with ASC 260 for the years ended December 31, 2018, 2019 and 2020 as follows:

<table>
<thead>
<tr>
<th>For the Year Ended December 31</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net loss attributable to Xiaoju Kuaizhi Inc.</td>
<td>(14,977,782)</td>
<td>(9,728,459)</td>
<td>(10,514,498)</td>
</tr>
<tr>
<td>Accretion of convertible redeemable non-controlling interests to redemption value</td>
<td>—</td>
<td>—</td>
<td>(165,047)</td>
</tr>
<tr>
<td>Deemed dividends to preferred shareholders upon repurchases of convertible preferred shares</td>
<td>(664,418)</td>
<td>—</td>
<td>(872)</td>
</tr>
<tr>
<td>Net loss attributable to ordinary shareholders of Xiaoju Kuaizhi Inc.</td>
<td>(15,642,200)</td>
<td>(9,728,459)</td>
<td>(10,680,417)</td>
</tr>
</tbody>
</table>

**Denominator:**

| Weighted average number of ordinary shares outstanding* | 95,992,217 | 100,684,581 | 106,694,420 |

**Net loss per share attributable to ordinary shareholders**

| — Basic | (162.95) | (96.62) | (100.10) |
| — Diluted | (162.95) | (96.62) | (100.10) |

* Vested restricted shares and restricted shares units are considered outstanding in the computation of basic loss per share.

For the years ended December 31, 2018, 2019 and 2020, the Company had ordinary equivalent shares, including preferred shares, options, restricted shares and RSUs granted. As the Group incurred loss for the years ended December 31, 2018, 2019 and 2020, these ordinary equivalent shares were anti-dilutive and excluded from the calculation of diluted loss per share of the Company. The weighted-average numbers of preferred shares using the if-converted method excluded from the calculation of diluted loss per share of the Company were 915,673,609, 927,108,381 and 933,318,197 for the years ended December 31, 2018, 2019 and 2020, respectively. The weighted-average numbers of share options, restricted shares and RSUs granted using the treasury stock method excluded from the calculation of diluted loss per share of the Company were 25,118,681, 22,825,892 and 34,318,101 for the years ended December 31, 2018, 2019 and 2020, respectively.

24 Related party transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operational decisions. Parties are also considered to be related if they are subject to common control. Related parties may be individuals or corporate entities.
Transactions with certain shareholders

The Group has commercial arrangements with two of the Group's shareholders in the ordinary course of business, namely Alibaba and its subsidiaries ("Alibaba Group"), and Tencent and its subsidiaries ("Tencent Group").

• Transactions with Alibaba Group

The Group has commercial arrangements with Alibaba Group primarily related to ride hailing and enterprise solutions service within the China Mobility segment. The ride hailing and enterprise solutions services provided to Alibaba Group are conducted on an arm's-length basis compared with similar unrelated parties. All the revenues generated from Alibaba Group accounted for less than 0.2% of the Group's total revenues for the years ended December 31, 2018, 2019 and 2020, respectively.

The Group also has commercial arrangement with Alibaba Group primarily related to cloud communication services and information technology platform services. The costs and expenses related to these services that were provided by Alibaba Group accounted for less than 0.3% of the Group's total costs and expenses for the years ended December 31, 2018, 2019 and 2020, respectively.

• Transactions with Tencent Group

The Group has commercial arrangements with Tencent Group primarily related to ride hailing and enterprise solutions services, as well as online advertising services. The services provided to Tencent Group are conducted on an arm's-length basis compared with similar unrelated parties. All the revenues generated from Tencent Group accounted for less than 0.1% of the Group's total revenues for the years ended December 31, 2018, 2019 and 2020, respectively.

The Group also has commercial arrangements with Tencent Group primarily related to payment processing services, colocation services and cloud communication services. The costs and expenses related to these services that were provided by Tencent Group accounted for less than 0.7% of the Group's total costs and expenses for the years ended December 31, 2018, 2019 and 2020, respectively.

Amounts due from Alibaba Group and Tencent Group related to the above services were RMB30,273, RMB21,299 and RMB26,857 as of December 31, 2018, 2019 and 2020, respectively.

Amounts due to the Alibaba Group and Tencent Group related to the above services were RMB33,137, RMB86,172 and RMB278,178 as of December 31, 2018, 2019 and 2020, respectively.

Transactions with directors and executive officers

The Group provided certain loans to directors and executive officers of the Group. As of December 31, 2018, 2019 and 2020, the aggregate outstanding balance of these loans was RMB10,000, RMB18,682 and RMB65,306, respectively.

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24 Related party transactions (Continued)

**Transactions with other investees**

Other than the transactions disclosed above or elsewhere in the consolidated financial statements, the Group has commercial arrangements with certain of its investees to provide or receive technical support and other services. The amounts relating to these services provided or received represented less than 0.1% of the Group’s revenues or total costs and expenses, for the years ended December 31, 2018, 2019 and 2020, respectively.

25 Commitments and contingencies

**a  Operating lease commitments**

The Group had outstanding commitments on non-cancelable operating lease agreements which is expected to commence in 2021. Operating lease commitments contracted but not yet reflected in the consolidated financial statement as of December 31, 2020 are as follows:

<table>
<thead>
<tr>
<th>Operating lease commitments</th>
<th>Total</th>
<th>Less than 1 year</th>
<th>1-3 Years</th>
<th>3-5 Years</th>
<th>Over 5 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>117,287</td>
<td>76,018</td>
<td>40,419</td>
<td>850</td>
<td>—</td>
</tr>
</tbody>
</table>

These operating leases will commence in 2021 with lease terms from 0.25 years to 5 years.

**b  Investment commitments**

The Group’s investment commitments primarily relate to capital contribution obligations under certain arrangements which do not have contractual maturity date. Total investment commitments contracted but not yet reflected in the consolidated financial statement amounted to RMB96,277 as of December 31, 2020.

**c  Litigation**

From time to time, the Group is involved in claims and legal proceedings that arise in the ordinary course of business. Based on currently available information, the Group does not believe that the ultimate outcome of any unresolved matters, individually and in the aggregate, is reasonably possible to have a material adverse effect on the Group’s financial position, results of operations or cash flows. However, litigation is subject to inherent uncertainties and the Group’s view of these matters may change in the future. The Group records a liability when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. The Group reviews the need for any such liabilities on a regular basis.

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26 Fair value measurement

The following table sets forth the financial instruments, measured at fair value, by level within the fair value hierarchy as of December 31, 2018, 2019 and 2020, respectively.

<table>
<thead>
<tr>
<th>Items</th>
<th>December 31 2018</th>
<th>Quoted Prices in Active Markets for Identical Assets (Level 1)</th>
<th>Significant Other Observable Inputs (Level 2)</th>
<th>Significant Unobservable Inputs (Level 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>Structured deposits*</td>
<td>2,962,729</td>
<td>—</td>
<td>2,962,729</td>
<td>—</td>
</tr>
<tr>
<td>Wealth management products*</td>
<td>191,519</td>
<td>—</td>
<td>191,519</td>
<td>—</td>
</tr>
<tr>
<td>Investment securities</td>
<td>961,830</td>
<td>602,501</td>
<td>359,329</td>
<td>—</td>
</tr>
<tr>
<td>Warrant issued from an investee**</td>
<td>53,790</td>
<td>—</td>
<td>—</td>
<td>53,790</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>4,169,868</td>
<td>602,501</td>
<td>3,513,577</td>
<td>53,790</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Items</th>
<th>December 31 2019</th>
<th>Quoted Prices in Active Markets for Identical Assets (Level 1)</th>
<th>Significant Other Observable Inputs (Level 2)</th>
<th>Significant Unobservable Inputs (Level 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>Structured deposits*</td>
<td>5,192,681</td>
<td>—</td>
<td>5,192,681</td>
<td>—</td>
</tr>
<tr>
<td>Wealth management products*</td>
<td>489,677</td>
<td>—</td>
<td>489,677</td>
<td>—</td>
</tr>
<tr>
<td>Investment securities</td>
<td>5,074,239</td>
<td>5,010,873</td>
<td>63,366</td>
<td>—</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>10,756,597</td>
<td>5,010,873</td>
<td>5,745,724</td>
<td>—</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Items</th>
<th>December 31 2020</th>
<th>Quoted Prices in Active Markets for Identical Assets (Level 1)</th>
<th>Significant Other Observable Inputs (Level 2)</th>
<th>Significant Unobservable Inputs (Level 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>Structured deposits*</td>
<td>3,588,170</td>
<td>—</td>
<td>3,588,170</td>
<td>—</td>
</tr>
<tr>
<td>Investment securities</td>
<td>572,963</td>
<td>572,963</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>4,161,133</td>
<td>572,963</td>
<td>3,588,170</td>
<td>—</td>
</tr>
</tbody>
</table>

* Included in short-term investments on the Group's consolidated balance sheets.
** Included in the prepayments, receivables and other current assets, net on the Group's consolidated balance sheets.
26 Fair value measurement (Continued)

Recurring

When available, the Group uses quoted market prices to determine the fair value of assets or liabilities. If quoted market prices are not available, the Group will measure fair value using valuation techniques that use, when possible, current market-based or independently sourced market parameters, such as interest rates and currency rates. Following is a description of the valuation techniques that the Company 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 investments

To estimate the fair value of investments in short-term investments with variable interest rates indexed to the performance of underlying assets, since there are no quoted prices in active markets for the investment at the reporting date, the Group classifies the valuation techniques that use these inputs as Level 2 of fair value measurement.

Investment securities

The Group values its listed equity securities using quoted prices for the underlying securities in active markets, the Group classifies the valuation techniques that use these inputs as Level 1. The fair value of the Group's investments in convertible bonds is measured based on quoted market interest rates of similar instruments and other significant inputs derived from or corroborated by observable market data. The Group classifies the valuation techniques that use these inputs as Level 2 of fair value measurement.

Cash equivalent, restricted cash, time deposits, short-term receivables and payables

Cash equivalent, restricted cash, time deposits, accounts and notes receivable, prepayments, receivables and other current assets are financial assets with carrying values that approximate fair value due to their short-term nature. Accounts and notes payables, customer advances and deferred revenue, accrued expenses and other current liabilities are financial liabilities with carrying values that approximate fair value due to their short-term nature.

Non-recurring

The Group measures equity investments without readily determinable fair values at fair value on a non-recurring basis when an impairment charge is to be recognized. As of December 31, 2018, 2019 and 2020, certain investments were measured using significant unobservable inputs (Level 3) and written down from their respective carrying values to fair values, considering the stage of development, the business plan, the financial condition, the sufficiency of funding and the operating performance of the investee companies, with impairment charges incurred and recorded in earnings for the years then ended. The Group recognized impairment charges of RMB2,540,880, RMB1,450,840 and RMB1,022,098 for those investments without readily determinable fair values for the years ended December 31, 2018, 2019 and 2020, respectively, as well as impairment loss of nil, RMB293,274 and RMB79,875 for equity method investments, for the years ended December 31, 2018, 2019 and 2020, respectively. The fair value of the privately held investments is valued based on the discounted cash flow model with unobservable inputs including the discount curve of market interest rate of 20%, or valued based on market approach with unobservable inputs including selection of comparable companies and multiples and estimated discount for lack of marketability.
26 Fair value measurement (Continued)

The Group purchased a warrant from an investee which was not traded in an active market with readily observable quoted prices and measured at the fair value at the inception date by using significant unobservable inputs (Level 3). Subsequently, the warrant was expired for the year ended December 31, 2019, and the carrying value of warrant was reduced to nil.

The Group's non-financial assets, such as intangible assets, goodwill and property and equipment, would be measured at fair value only if they were determined to be impaired. The Group reviews the long-lived assets and identifiable intangible assets other than goodwill for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. For the years ended December 31, 2018, 2019 and 2020, the Group recognized RMB90,901, RMB125,134, and RMB891,180 of impairment loss on the long-lived assets based on management's assessment (Level 3).

In accordance with the Group policy to perform an impairment assessment of its goodwill on an annual basis as of the balance sheet date or when facts and circumstances warrant a review, the Group performs an impairment assessment on its goodwill of reporting units annually. The Group concluded that no write down was warranted for the years ended December 31, 2018, 2019 and 2020, respectively.

27 Restricted net assets

PRC laws and regulations permit payments of dividends by the Group's subsidiaries incorporated in the PRC only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. In addition, the Group's subsidiaries incorporated in the PRC are required to annually appropriate 10% of their net income to the statutory reserve prior to payment of any dividends, unless the reserve has reached 50% of their respective registered capital. Furthermore, registered share capital and capital reserve accounts are also restricted from distribution. As a result of the restrictions described above and elsewhere under PRC laws and regulations, the Group's subsidiaries incorporated in the PRC are restricted in their ability to transfer a portion of their net assets to the Group in the form of dividends. The restriction amounted to RMB15,669,610 as of December 31, 2020. Except for the above or disclosed elsewhere, there is no other restriction on the use of proceeds generated by the Group's subsidiaries to satisfy any obligations of the Group.

28 Parent company condensed financial information

The Group performed a test on the restricted net assets of its consolidated subsidiaries and VIEs in accordance with Securities and Exchange Commission Regulation S-X Rule 4-08 (e) (3), "General Notes to Financial Statements" and concluded that it was applicable for the Group to disclose the condensed parent company financial information.

The subsidiaries did not pay any dividend to the parent company for the years presented. The parent company did not have significant capital and other commitments, long-term obligations, or guarantees as of December 31, 2018, 2019, and 2020.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(In thousands, except for share and par value)

28 Parent company condensed financial information (Continued)

Certain information and footnote disclosures generally included in financial statements prepared in accordance with US GAAP have been condensed and omitted. The footnote disclosures contain supplemental information relating to the operations of the parent company, as such, these statements are not the general-purpose financial statements of the reporting entity and should be read in conjunction with the notes to the consolidated financial statements of the Group.

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>As of December 31</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>2019</td>
<td>2020</td>
<td>2020</td>
<td>US$</td>
</tr>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>177,949</td>
<td>93,275</td>
<td>664,458</td>
<td>101,416</td>
<td></td>
</tr>
<tr>
<td>Amounts due from subsidiaries and VIEs of the Group</td>
<td>142,580,751</td>
<td>143,995,483</td>
<td>142,912,576</td>
<td>21,812,720</td>
<td></td>
</tr>
<tr>
<td>Prepayments, receivables and other current assets, net</td>
<td>7,541</td>
<td>189,966</td>
<td>4,081</td>
<td>623</td>
<td></td>
</tr>
<tr>
<td>Total current assets</td>
<td>142,766,241</td>
<td>144,278,724</td>
<td>143,581,115</td>
<td>21,914,759</td>
<td></td>
</tr>
<tr>
<td>Total non-current assets</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Total assets</td>
<td>142,766,241</td>
<td>144,278,724</td>
<td>143,581,115</td>
<td>21,914,759</td>
<td></td>
</tr>
<tr>
<td>LIABILITIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current liabilities:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts and notes payable</td>
<td>—</td>
<td>100</td>
<td>2,279</td>
<td>348</td>
<td></td>
</tr>
<tr>
<td>Accrued expenses and other current liabilities</td>
<td>222,623</td>
<td>46,080</td>
<td>44,088</td>
<td>6,729</td>
<td></td>
</tr>
<tr>
<td>Amounts due to subsidiaries and VIEs</td>
<td>13,769,495</td>
<td>17,251,317</td>
<td>29,913,782</td>
<td>4,565,735</td>
<td></td>
</tr>
<tr>
<td>Total current liabilities</td>
<td>13,992,118</td>
<td>17,297,497</td>
<td>29,960,149</td>
<td>4,572,812</td>
<td></td>
</tr>
<tr>
<td>Total non-current liabilities</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Total liabilities</td>
<td>13,992,118</td>
<td>17,297,497</td>
<td>29,960,149</td>
<td>4,572,812</td>
<td></td>
</tr>
</tbody>
</table>

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28 Parent company condensed financial information (Continued)

| Series A-1 convertible preferred shares | 851,990 | 851,990 | 851,990 | 130,039 |
| Series A-2 convertible preferred shares | 641,634 | 641,634 | 641,634 | 97,932  |
| Series A-3 convertible preferred shares | 748,498 | 748,498 | 748,498 | 114,243 |
| Series A-4 convertible preferred shares | 2,237,896 | 2,237,896 | 2,237,896 | 341,570 |
| Series A-5 convertible preferred shares | 1,561,239 | 1,561,239 | 1,561,239 | 238,292 |
| Series A-6 convertible preferred shares | 2,912,703 | 2,912,703 | 2,912,703 | 444,565 |
| Series A-7 convertible preferred shares | 1,399,356 | 1,399,356 | 1,399,356 | 213,583 |
| Series A-8 convertible preferred shares | 1,216,500 | 1,216,500 | 1,216,500 | 185,674 |
| Series A-9 convertible preferred shares | 340,933  | 340,933  | 340,933  | 52,037  |
| Series A-10 convertible preferred shares| 1,710,976 | 1,710,976 | 1,710,976 | 261,146 |
| Series A-11 convertible preferred shares| 2,749,110 | 2,749,110 | 2,749,110 | 419,596 |
| Series A-12 convertible preferred shares| 907,676  | 907,676  | 907,676  | 138,538 |
| Series A-13 convertible preferred shares| 1,506,907 | 1,506,907 | 1,506,907 | 229,999 |
| Series A-14 convertible preferred shares| 1,316,637 | 1,316,637 | 1,316,637 | 200,958 |
| Series A-15 convertible preferred shares| 3,876,873 | 3,876,873 | 3,876,873 | 591,726 |
| Series A-16 convertible preferred shares| 1,476,708 | 1,476,708 | 1,476,708 | 225,390 |
| Series A-17 convertible preferred shares| 18,059,405 | 18,059,405 | 18,054,207 | 2,755,610 |
| Series A-18 convertible preferred shares| 27,798,348 | 27,798,348 | 27,795,281 | 4,242,389 |
| Series B-1 convertible preferred shares | 46,190,436 | 46,190,436 | 46,190,436 | 7,050,038 |
| Series B-2 convertible preferred shares  | 68,774,230 | 72,343,419 | 72,343,419 | 11,041,763 |
| Total mezzanine equity                  | 186,278,055 | 189,847,244 | 189,838,979 | 28,975,088 |

<table>
<thead>
<tr>
<th>SHAREHOLDER’S EQUITY (DEFICIT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinary shares</td>
</tr>
<tr>
<td>Treasury shares</td>
</tr>
<tr>
<td>Additional paid-in capital</td>
</tr>
<tr>
<td>Accumulated deficit</td>
</tr>
<tr>
<td>Accumulated other comprehensive income (loss)</td>
</tr>
<tr>
<td>Total shareholder’s equity (deficit)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL LIABILITIES, MEZZANINE EQUITY AND SHAREHOLDER’S EQUITY (DEFICIT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>142,766,241</td>
</tr>
</tbody>
</table>
XIAOJU KUAIZHI INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(In thousands, except for share and par value)

28 Parent company condensed financial information (Continued)

<table>
<thead>
<tr>
<th>Costs and expenses</th>
<th>For the Year Ended December 31</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
<td>US$</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td></td>
<td>(5,366)</td>
<td>(6,177)</td>
<td>(8,258)</td>
<td>(1,260)</td>
</tr>
<tr>
<td>General and administrative</td>
<td></td>
<td>(19,482)</td>
<td>(32,181)</td>
<td>(10,850)</td>
<td>(1,656)</td>
</tr>
<tr>
<td>Loss from operations</td>
<td></td>
<td>(24,848)</td>
<td>(38,358)</td>
<td>(19,108)</td>
<td>(2,916)</td>
</tr>
<tr>
<td>Interest and investment income (loss)</td>
<td></td>
<td>(59,509)</td>
<td>39,099</td>
<td>53,759</td>
<td>8,205</td>
</tr>
<tr>
<td>Share of loss of subsidiaries and VIEs</td>
<td></td>
<td>(14,891,455)</td>
<td>(9,730,218)</td>
<td>(10,549,298)</td>
<td>(1,610,138)</td>
</tr>
<tr>
<td>Other (loss) income, net</td>
<td></td>
<td>(1,970)</td>
<td>1,018</td>
<td>149</td>
<td>23</td>
</tr>
<tr>
<td>Loss before income tax expenses</td>
<td></td>
<td>(14,977,782)</td>
<td>(9,728,459)</td>
<td>(10,514,498)</td>
<td>(1,604,826)</td>
</tr>
<tr>
<td>Income tax expense</td>
<td></td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Net loss attributable to Xiaoju Kuaizhi Inc.</td>
<td></td>
<td>(14,977,782)</td>
<td>(9,728,459)</td>
<td>(10,514,498)</td>
<td>(1,604,826)</td>
</tr>
<tr>
<td>Accretion of convertible redeemable non-controlling interests to redemption value</td>
<td></td>
<td>—</td>
<td>—</td>
<td>(165,047)</td>
<td>(25,191)</td>
</tr>
<tr>
<td>Deemed dividends to preferred shareholders upon repurchases of convertible preferred shares</td>
<td></td>
<td>(664,418)</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Net loss attributable to ordinary shareholders of Xiaoju Kuaizhi Inc.</td>
<td></td>
<td>(15,642,200)</td>
<td>(9,728,459)</td>
<td>(10,680,417)</td>
<td>(1,630,150)</td>
</tr>
<tr>
<td>Net loss before income tax expenses</td>
<td></td>
<td>(14,977,782)</td>
<td>(9,728,459)</td>
<td>(10,514,498)</td>
<td>(1,604,826)</td>
</tr>
<tr>
<td>Income tax expense</td>
<td></td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Net loss</td>
<td></td>
<td>(14,977,782)</td>
<td>(9,728,459)</td>
<td>(10,514,498)</td>
<td>(1,604,826)</td>
</tr>
<tr>
<td>Other comprehensive income (loss)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreign currency translation adjustments, net of nil tax</td>
<td></td>
<td>3,126,162</td>
<td>1,225,463</td>
<td>(5,926,301)</td>
<td>(904,530)</td>
</tr>
<tr>
<td>Changes in unrealized losses from available-for-sale securities, net of tax of nil</td>
<td></td>
<td>(149,865)</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Share of other comprehensive income of equity method investees</td>
<td></td>
<td>936</td>
<td>895</td>
<td>190</td>
<td>29</td>
</tr>
<tr>
<td>Total comprehensive loss</td>
<td></td>
<td>(12,000,549)</td>
<td>(8,502,101)</td>
<td>(16,440,609)</td>
<td>(2,509,327)</td>
</tr>
</tbody>
</table>

Net cash provided by (used in) operating activities | 257,217 | (160,795) | 224,126 | 34,207 |
Net cash provided by (used in) investing activities | (23,722,505) | (3,294,443) | 373,406 | 56,993 |
Net cash provided by (used in) financing activities | 23,606,870 | 3,369,534 | (26,498) | (4,044) |
Effect of exchange rate changes on cash and cash equivalents | (1,970) | 1,030 | 149 | 23 |
Net increase (decrease) in cash, cash equivalents and restricted cash | 139,612 | (84,674) | 571,183 | 87,179 |

Basis of presentation

The parent company’s accounting policies are the same as the Group’s accounting policies with the exception of the accounting for the investments in subsidiaries, VIEs and VIEs’ subsidiaries.

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28 Parent company condensed financial information (Continued)

For the parent company condensed financial information, the parent company records its investments in subsidiaries and VIEs under the equity method of accounting as prescribed in ASC 323, Investments — Equity Method and Joint Ventures.

The subsidiaries, VIEs and VIEs' subsidiaries losses are reported as "Share of losses of subsidiaries, VIEs and VIEs' subsidiaries" on the condensed statements of comprehensive loss. Under the equity method of accounting, the Company's carrying amount of its investment in subsidiaries for its share of the subsidiaries, VIEs and VIEs' subsidiaries cumulative losses was reduced to nil as of December 31, 2018, 2019 and 2020, respectively and the carrying amount of "Amounts due from subsidiaries and VIEs of the Group" was further adjusted.

29 Subsequent events

The Group evaluated subsequent events from December 31, 2020 through April 9, 2021, which is the date the consolidated financial statements are available to be issued, and concluded that no subsequent events have occurred that would require recognition or disclosure in the consolidated financial statements other than as discussed below.

In March 2021, Chengxin Technology Inc. ("Chengxin") as the Group's subsidiary engaged in community group buying business, entered into a series of agreements ("Agreements") to issue: a) Series A-1 Preferred Shares for a total consideration of US$923,675 to certain external investors; b) Series A-2 Preferred Shares to certain Group's senior management, for a total consideration of US$200,000; and c) a zero-coupon seven-year convertible note ("Convertible Note") for an aggregate principal amount of US$3,000,000 to the Group, with the amount of US$2,100,000 paid on March 30, 2021, the amount of US$450,000 to be paid on June 30, 2021 and the amount of US$450,000 to be paid on September 30, 2021. After the first anniversary of the closing date, the Group will have the right to convert the outstanding principal amount under the Convertible Note to the number of Series A-2 Preferred Shares at a conversion price of US$10.00 per share. Furthermore, the Convertible Note will be automatically converted to the number of Series A-2 Preferred Shares at a conversion price of US$10.00 per share upon the occurrence of certain events of change of control or the consummation of a qualified IPO of Chengxin.

Pursuant to the Agreements and upon the completion of the above transaction on March 30, 2021 ("closing date"), the Group no longer holds controlling financial interest in Chengxin. Accordingly, Chengxin was deconsolidated from the Group after March 30, 2021. The disposal of Chengxin does not meet the discontinued operation criteria as it does not represent a strategic shift. The Group will recognize a disposal gain or loss in its consolidated statement of comprehensive income (loss) in the first quarter of 2021, with the amount measured as the difference between the fair value of its retained non-controlling equity investment in the form of ordinary shares in Chengxin, and the carrying amount of assets and liabilities of Chengxin as of March 30, 2021.

In the first quarter of 2021, the Group entered into a series of agreements with external investors to raise funding of US$266,000, US$300,000 and US$1,040,000 by issuing preferred shares and convertible note of bike and e-bike sharing, preferred shares of autonomous driving and intra-city freight business, respectively. As of the date of the issuance of the consolidated financial
29 Subsequent events (Continued)

statements, the subscription price had not been fully paid by the investors and the above transactions are not completed yet. Upon completion of the
above transactions, the Group will remain as the majority shareholder of its bike and e-bike sharing, autonomous driving and intra-city freight
business.

Also in the first quarter of 2021, the Group entered into a series of agreements with Bank of Hangzhou Consumer Finance Co. Ltd ("Hangzhou
Consumer Finance"), pursuant to which the Group will purchase 33.34% equity interests in Hangzhou Consumer Finance for a total consideration of
RMB1,366,240. Upon completion of the transaction, the Group will account for the investment using the equity method as the Group has the ability
to exercise significant influence over Hangzhou Consumer Finance. As of the date of issuance of the consolidated financial statements, the
transaction had not been completed.

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# XIAOJU KUAIZHI INC.

## UNAUDITED INTERIM CONDENSED CONSOLIDATED BALANCE SHEETS

(Amounts in thousands, except for share and per share data)

<table>
<thead>
<tr>
<th>Note</th>
<th>December 31, 2020</th>
<th>March 31, 2021</th>
<th>US$ (Note 2.5)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
<td></td>
</tr>
<tr>
<td><strong>ASSETS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current assets:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>19,372,084</td>
<td>23,467,917</td>
<td>3,581,904</td>
</tr>
<tr>
<td>Restricted cash</td>
<td>2,237,693</td>
<td>505,724</td>
<td>77,189</td>
</tr>
<tr>
<td>Short-term investments</td>
<td>37,397,569</td>
<td>23,965,513</td>
<td>3,657,852</td>
</tr>
<tr>
<td>Accounts and notes receivable, net of allowance for credit losses of RMB556,360 and RMB569,646, respectively</td>
<td>2,437,821</td>
<td>2,605,964</td>
<td>397,748</td>
</tr>
<tr>
<td>Loans receivable, net of allowance for credit losses of RMB146,432 and RMB187,011, respectively</td>
<td>2,878,229</td>
<td>3,598,592</td>
<td>549,252</td>
</tr>
<tr>
<td>Amounts due from related parties</td>
<td>103,130</td>
<td>5,209,260</td>
<td>795,088</td>
</tr>
<tr>
<td>Prepayments, receivables and other current assets, net</td>
<td>4,254,953</td>
<td>4,256,951</td>
<td>649,738</td>
</tr>
<tr>
<td><strong>Total current assets</strong></td>
<td>68,681,479</td>
<td>63,609,921</td>
<td>9,708,771</td>
</tr>
<tr>
<td><strong>Non-current assets:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investment securities</td>
<td>572,963</td>
<td>14,400,557</td>
<td>2,197,954</td>
</tr>
<tr>
<td>Long-term investments, net</td>
<td>7,105,022</td>
<td>10,034,394</td>
<td>1,531,548</td>
</tr>
<tr>
<td>Operating lease right-of-use assets</td>
<td>1,931,308</td>
<td>1,304,127</td>
<td>199,049</td>
</tr>
<tr>
<td>Property and equipment, net</td>
<td>9,819,440</td>
<td>9,619,113</td>
<td>1,468,163</td>
</tr>
<tr>
<td>Intangible assets, net</td>
<td>5,297,396</td>
<td>4,776,185</td>
<td>728,988</td>
</tr>
<tr>
<td>Goodwill</td>
<td>49,124,172</td>
<td>48,918,816</td>
<td>7,466,470</td>
</tr>
<tr>
<td>Non-current restricted cash</td>
<td>20,962</td>
<td>17,256</td>
<td>2,634</td>
</tr>
<tr>
<td>Deferred tax assets, net</td>
<td>190,951</td>
<td>190,951</td>
<td>29,145</td>
</tr>
<tr>
<td>Other non-current assets, net</td>
<td>4,521,702</td>
<td>5,239,671</td>
<td>799,730</td>
</tr>
<tr>
<td><strong>Total non-current assets</strong></td>
<td>78,583,916</td>
<td>94,501,070</td>
<td>14,423,681</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td>147,265,395</td>
<td>158,110,991</td>
<td>24,132,452</td>
</tr>
<tr>
<td><strong>LIABILITIES, MEZZANINE EQUITY AND SHAREHOLDERS’ EQUITY (DEFICIT)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current liabilities:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short-term borrowings</td>
<td>5,826,562</td>
<td>7,827,770</td>
<td>1,194,751</td>
</tr>
<tr>
<td>Accounts and notes payable</td>
<td>7,352,977</td>
<td>4,489,209</td>
<td>685,187</td>
</tr>
<tr>
<td>Deferred revenue and customer advances</td>
<td>915,430</td>
<td>885,386</td>
<td>135,136</td>
</tr>
<tr>
<td>Operating lease liabilities, current portion</td>
<td>679,863</td>
<td>446,595</td>
<td>68,164</td>
</tr>
<tr>
<td>Amounts due to related parties</td>
<td>281,873</td>
<td>154,262</td>
<td>23,545</td>
</tr>
<tr>
<td>Accrued expenses and other current liabilities</td>
<td>11,303,960</td>
<td>9,216,503</td>
<td>1,406,713</td>
</tr>
<tr>
<td><strong>Total current liabilities</strong></td>
<td>26,359,665</td>
<td>23,019,725</td>
<td>3,513,496</td>
</tr>
</tbody>
</table>

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XIAOJU KUAIZHI INC.

UNAUDITED INTERIM CONDENSED CONSOLIDATED BALANCE SHEETS (Continued)

(Amounts in thousands, except for share and per share data)

<table>
<thead>
<tr>
<th>Note</th>
<th>As of</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>December 31, 2020</td>
<td>2021</td>
<td>2021</td>
</tr>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
<td>US$</td>
</tr>
<tr>
<td>Non-current liabilities:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Long-term borrowings</td>
<td>11</td>
<td>1,453,222</td>
<td>1,903,091</td>
</tr>
<tr>
<td>Operating lease liabilities, non-current portion</td>
<td>1,171,642</td>
<td>812,416</td>
<td>123,999</td>
</tr>
<tr>
<td>Deferred tax liabilities</td>
<td>570,715</td>
<td>735,222</td>
<td>112,217</td>
</tr>
<tr>
<td>Other non-current liabilities</td>
<td>287,554</td>
<td>203,297</td>
<td>31,031</td>
</tr>
<tr>
<td>Total non-current liabilities</td>
<td>3,756,133</td>
<td>3,654,026</td>
<td>557,715</td>
</tr>
<tr>
<td>Total liabilities</td>
<td>30,115,798</td>
<td>26,673,751</td>
<td>4,071,211</td>
</tr>
<tr>
<td>Commitments and contingencies</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Mezzanine equity

Series A-1 convertible preferred shares (US$0.00002 par value; 12,180,250 shares authorized, issued and outstanding as of December 31, 2020 and March 31, 2021, respectively) | 851,990 | 851,990 | 130,039 |
Series A-2 convertible preferred shares (US$0.00002 par value; 9,145,501 shares authorized, issued and outstanding as of December 31, 2020 and March 31, 2021, respectively) | 641,634 | 641,634 | 97,932 |
Series A-3 convertible preferred shares (US$0.00002 par value; 10,668,684 shares authorized, issued and outstanding as of December 31, 2020 and March 31, 2021, respectively) | 748,498 | 748,498 | 114,243 |
Series A-4 convertible preferred shares (US$0.00002 par value; 33,711,135 shares authorized, and 31,230,930 shares issued and outstanding as of December 31, 2020 and March 31, 2021, respectively) | 2,237,896 | 2,237,896 | 341,570 |
Series A-5 convertible preferred shares (US$0.00002 par value; 21,161,516 shares authorized, issued and outstanding as of December 31, 2020 and March 31, 2021, respectively) | 1,561,239 | 1,561,239 | 238,292 |
Series A-6 convertible preferred shares (US$0.00002 par value; 41,028,543 shares authorized, and 37,347,909 shares issued and outstanding as of December 31, 2020 and March 31, 2021, respectively) | 2,912,703 | 2,912,703 | 444,565 |

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## Table of Contents

**XIAOJU KUAIZHI INC.**

**UNAUDITED INTERIM CONDENSED CONSOLIDATED BALANCE SHEETS (Continued)**

(Amounts in thousands, except for share and per share data)

<table>
<thead>
<tr>
<th>Note</th>
<th>Series A-7 convertible preferred shares (US$0.00002 par value; 20,000,000 shares authorized, issued and outstanding as of December 31, 2020 and March 31, 2021, respectively)</th>
<th>December 31, 2020</th>
<th>March 31, 2021</th>
<th>US$ (Note 2.5)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>RMB</td>
<td>RMB</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Series A-8 convertible preferred shares (US$0.00002 par value; 19,472,617 shares authorized, and 17,379,861 shares issued and outstanding as of December 31, 2020 and March 31, 2021, respectively)</td>
<td>1,399,356</td>
<td>1,399,356</td>
<td>213,583</td>
</tr>
<tr>
<td></td>
<td>Series A-9 convertible preferred shares (US$0.00002 par value; 4,868,156 shares authorized, issued and outstanding as of December 31, 2020 and March 31, 2021, respectively)</td>
<td>1,216,500</td>
<td>1,216,500</td>
<td>185,674</td>
</tr>
<tr>
<td></td>
<td>Series A-10 convertible preferred shares (US$0.00002 par value; 24,340,774 shares authorized, issued and outstanding as of December 31, 2020 and March 31, 2021, respectively)</td>
<td>340,933</td>
<td>340,933</td>
<td>52,037</td>
</tr>
<tr>
<td></td>
<td>Series A-11 convertible preferred shares (US$0.00002 par value; 27,045,302 shares authorized, and 24,857,612 shares issued and outstanding as of December 31, 2020 and March 31, 2021, respectively)</td>
<td>1,710,976</td>
<td>1,710,976</td>
<td>261,146</td>
</tr>
<tr>
<td></td>
<td>Series A-12 convertible preferred shares (US$0.00002 par value; 14,401,625 shares authorized, and 12,785,758 shares issued and outstanding as of December 31, 2020 and March 31, 2021, respectively)</td>
<td>2,749,110</td>
<td>2,749,110</td>
<td>419,596</td>
</tr>
<tr>
<td></td>
<td>Series A-13 convertible preferred shares (US$0.00002 par value; 20,915,634 shares authorized, issued and outstanding as of December 31, 2020 and March 31, 2021, respectively)</td>
<td>907,676</td>
<td>907,676</td>
<td>138,538</td>
</tr>
<tr>
<td></td>
<td>Series A-14 convertible preferred shares (US$0.00002 par value; 17,777,778 shares authorized, issued and outstanding as of December 31, 2020 and March 31, 2021, respectively)</td>
<td>1,506,907</td>
<td>1,506,907</td>
<td>229,999</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,316,637</td>
<td>1,316,637</td>
<td>200,958</td>
</tr>
</tbody>
</table>

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## XIAOJU KUAIZHI INC.

### UNAUDITED INTERIM CONDENSED CONSOLIDATED BALANCE SHEETS (Continued)

(Amounts in thousands, except for share and per share data)

<table>
<thead>
<tr>
<th>Note</th>
<th>Series</th>
<th>As of December 31,</th>
<th>As of March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Convertible preferred shares</td>
<td>2020</td>
<td>2021</td>
</tr>
<tr>
<td></td>
<td>(US$0.00002 par value; 54,592,596 shares authorized, and 50,668,208 shares issued and outstanding as of December 31, 2020 and March 31, 2021, respectively)</td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td></td>
<td>Series A-15</td>
<td>3,876,873</td>
<td>3,876,873</td>
</tr>
<tr>
<td></td>
<td>Series A-16</td>
<td>1,476,708</td>
<td>1,476,708</td>
</tr>
<tr>
<td></td>
<td>Series A-17</td>
<td>18,054,207</td>
<td>18,054,207</td>
</tr>
<tr>
<td></td>
<td>Series A-18</td>
<td>27,795,281</td>
<td>27,795,281</td>
</tr>
<tr>
<td></td>
<td>Series B-1</td>
<td>46,190,436</td>
<td>46,190,436</td>
</tr>
<tr>
<td></td>
<td>Series B-2</td>
<td>72,343,419</td>
<td>72,343,419</td>
</tr>
</tbody>
</table>

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XIAOJU KUAIZHI INC.

UNAUDITED INTERIM CONDENSED CONSOLIDATED BALANCE SHEETS (Continued)

(Approved in thousands, except for share and per share data)

<table>
<thead>
<tr>
<th>Note</th>
<th>December 31, 2020</th>
<th>March 31, 2021</th>
<th>March 31, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
<td>US$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th>2021</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Convertible redeemable non-controlling interests</td>
<td>3,345,265</td>
<td>10,369,043</td>
<td>1,582,625</td>
</tr>
<tr>
<td>Convertible non-controlling interests</td>
<td>99,851</td>
<td>1,069,357</td>
<td>163,216</td>
</tr>
<tr>
<td>Total Mezzanine Equity</td>
<td>193,284,095</td>
<td>201,277,379</td>
<td>30,720,929</td>
</tr>
</tbody>
</table>

SHAREHOLDERS’ EQUITY (DEFICIT):

Xiaoju Kuaizhi Inc. shareholders’ equity (deficit):

<table>
<thead>
<tr>
<th></th>
<th>16</th>
<th>16</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treasury shares</td>
<td>(2)</td>
<td>(2)</td>
<td>—</td>
</tr>
<tr>
<td>Additional paid-in capital</td>
<td>12,177,849</td>
<td>12,565,856</td>
<td>1,917,924</td>
</tr>
<tr>
<td>Statutory reserves</td>
<td>16,503</td>
<td>16,503</td>
<td>2,519</td>
</tr>
<tr>
<td>Accumulated other comprehensive loss</td>
<td>(2,001,200)</td>
<td>(1,577,699)</td>
<td>(240,804)</td>
</tr>
<tr>
<td>Accumulated deficit</td>
<td>(86,411,179)</td>
<td>(80,926,430)</td>
<td>(12,351,786)</td>
</tr>
<tr>
<td>Total Xiaoju Kuaizhi Inc. shareholders’ equity (deficit)</td>
<td>(76,218,013)</td>
<td>(69,921,756)</td>
<td>(10,672,145)</td>
</tr>
<tr>
<td>Non-controlling interests</td>
<td>83,515</td>
<td>81,617</td>
<td>12,457</td>
</tr>
<tr>
<td>Total shareholders’ equity (deficit)</td>
<td>(76,134,498)</td>
<td>(69,840,139)</td>
<td>(10,659,688)</td>
</tr>
</tbody>
</table>

Total liabilities, mezzanine equity and shareholders’ equity (deficit) | 147,265,395 | 158,110,991 | 24,132,452 |

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

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# Xiaoju Kuaizhi Inc.

**Unaudited Interim Condensed Consolidated Statements of Comprehensive Income (Loss)**

*(Amounts in thousands, except for share and per share data)*

<table>
<thead>
<tr>
<th></th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2020</td>
</tr>
<tr>
<td></td>
<td>RMB</td>
</tr>
<tr>
<td><strong>(Note 2.5)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
</tr>
<tr>
<td>China Mobility</td>
<td>18,945,410</td>
</tr>
<tr>
<td>International</td>
<td>766,775</td>
</tr>
<tr>
<td>Other Initiatives</td>
<td>759,806</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td>20,471,991</td>
</tr>
<tr>
<td><strong>Costs and expenses</strong></td>
<td></td>
</tr>
<tr>
<td>Cost of revenues</td>
<td>(17,353,764)</td>
</tr>
<tr>
<td>Operations and support</td>
<td>(896,856)</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>(1,768,713)</td>
</tr>
<tr>
<td>Research and development</td>
<td>(1,478,465)</td>
</tr>
<tr>
<td>General and administrative</td>
<td>(2,296,420)</td>
</tr>
<tr>
<td><strong>Total costs and expenses</strong></td>
<td>(23,794,218)</td>
</tr>
<tr>
<td><strong>Loss from operations</strong></td>
<td>(3,322,227)</td>
</tr>
<tr>
<td>Interest income</td>
<td>337,128</td>
</tr>
<tr>
<td>Interest expenses</td>
<td>(18,552)</td>
</tr>
<tr>
<td>Investment income (loss), net</td>
<td>(461,773)</td>
</tr>
<tr>
<td>Loss from equity method investments, net</td>
<td>(195,412)</td>
</tr>
<tr>
<td>Other loss, net</td>
<td>(490,550)</td>
</tr>
<tr>
<td><strong>Income (loss) before income taxes</strong></td>
<td>(4,151,386)</td>
</tr>
<tr>
<td>Income tax benefits</td>
<td>179,147</td>
</tr>
<tr>
<td><strong>Net Income (loss)</strong></td>
<td>(3,972,239)</td>
</tr>
<tr>
<td>Less: Net loss attributable to non-controlling interest shareholders</td>
<td>(9,970)</td>
</tr>
<tr>
<td><strong>Net income (loss) attributable to Xiaoju Kuaizhi Inc.</strong></td>
<td>(3,962,269)</td>
</tr>
<tr>
<td>Accretion of convertible redeemable non-controlling interests to redemption value</td>
<td>(19,500)</td>
</tr>
<tr>
<td>Income allocation to participating preferred shares</td>
<td>—</td>
</tr>
<tr>
<td><strong>Net income (loss) attributable to ordinary shareholders of Xiaoju Kuaizhi Inc.</strong></td>
<td>(3,981,769)</td>
</tr>
<tr>
<td><strong>Net income (loss)</strong></td>
<td>(3,972,239)</td>
</tr>
<tr>
<td><strong>Other comprehensive income (loss):</strong></td>
<td></td>
</tr>
<tr>
<td>Foreign currency translation adjustments, net of tax of nil</td>
<td>(162,818)</td>
</tr>
<tr>
<td>Share of other comprehensive loss of equity method investees</td>
<td>(611)</td>
</tr>
<tr>
<td><strong>Total other comprehensive income (loss)</strong></td>
<td>(163,429)</td>
</tr>
<tr>
<td><strong>Total comprehensive income (loss)</strong></td>
<td>(4,135,668)</td>
</tr>
<tr>
<td>Less: comprehensive loss attributable to non-controlling interest shareholders</td>
<td>(9,970)</td>
</tr>
<tr>
<td><strong>Comprehensive income (loss) attributable to Xiaoju Kuaizhi Inc.</strong></td>
<td>(4,125,698)</td>
</tr>
<tr>
<td>Accretion of convertible redeemable non-controlling interests to redemption value</td>
<td>(19,500)</td>
</tr>
<tr>
<td>Income allocation to participating preferred shares</td>
<td>—</td>
</tr>
<tr>
<td><strong>Comprehensive income (loss) attributable to ordinary shareholders of Xiaoju Kuaizhi Inc.</strong></td>
<td>(4,145,198)</td>
</tr>
</tbody>
</table>

**Weighted average number of ordinary shares used in computing net income (loss) per share**

- **Basic**: 102,817,039
- **Diluted**: 149,520,237

**Net income (loss) per share attributable to ordinary shareholders**

- **Basic**: (38.73)
- **Diluted**: (38.73)

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The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

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The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

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XIAOJU KUAIZHI INC.

UNAUDITED INTERIM CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

(Amounts in thousands, except for share and per share data)

<table>
<thead>
<tr>
<th></th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2020 RMB</td>
</tr>
<tr>
<td><strong>Cash flows from operating activities:</strong></td>
<td></td>
</tr>
<tr>
<td>Net income (loss)</td>
<td>(3,972,239)</td>
</tr>
<tr>
<td><strong>Adjustments to reconcile net income (loss) to net cash used in operating activities:</strong></td>
<td></td>
</tr>
<tr>
<td>Share-based compensation</td>
<td>1,663,319</td>
</tr>
<tr>
<td>Depreciation and amortization</td>
<td>1,123,161</td>
</tr>
<tr>
<td>Allowances for credit losses</td>
<td>181,169</td>
</tr>
<tr>
<td>Investment loss (income), net</td>
<td>461,773</td>
</tr>
<tr>
<td>Loss from equity method investments, net</td>
<td>195,412</td>
</tr>
<tr>
<td>Loss on disposal of property and equipment, net and other assets</td>
<td>9,441</td>
</tr>
<tr>
<td>Impairment of property and equipment and other assets</td>
<td>27,668</td>
</tr>
<tr>
<td>Deferred income taxes, net</td>
<td>(184,291)</td>
</tr>
<tr>
<td>Foreign exchange loss</td>
<td>558,379</td>
</tr>
<tr>
<td>Accretion on short-term and long-term borrowings and others</td>
<td>3,280</td>
</tr>
<tr>
<td><strong>Net cash used in operating activities</strong></td>
<td>(2,983,325)</td>
</tr>
<tr>
<td><strong>Cash flows from investing activities:</strong></td>
<td></td>
</tr>
<tr>
<td>Purchase of property and equipment and intangible assets</td>
<td>(610,000)</td>
</tr>
<tr>
<td>Proceeds from disposal of property and equipment and intangible assets</td>
<td>379</td>
</tr>
<tr>
<td>Purchase of long-term investments</td>
<td>(472,047)</td>
</tr>
<tr>
<td>Purchase of Convertible Note of Chengxin</td>
<td>—</td>
</tr>
<tr>
<td>Proceeds from disposal of long-term investments and investment securities</td>
<td>5,231</td>
</tr>
<tr>
<td>Purchase of short-term investments and long-term time deposits</td>
<td>(8,152,493)</td>
</tr>
<tr>
<td>Proceeds from maturities of short-term investments and long-term time deposits</td>
<td>13,326,093</td>
</tr>
<tr>
<td>Loans receivable originated</td>
<td>(1,129,698)</td>
</tr>
<tr>
<td>Cash received from loan repayments</td>
<td>1,261,814</td>
</tr>
<tr>
<td><strong>Other investing activities</strong></td>
<td>—</td>
</tr>
</tbody>
</table>

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## XIAOJU KUAIZHI INC.

**UNAUDITED INTERIM CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)**

(Amounts in thousands, except for share and per share data)

<table>
<thead>
<tr>
<th>For the Three Months Ended March 31,</th>
<th>2020</th>
<th>2021</th>
<th>2021 US$</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
<td>(Note 2.5)</td>
</tr>
<tr>
<td>Deconsolidation of Chengxin</td>
<td>—</td>
<td>(593,334)</td>
<td>(90,560)</td>
</tr>
<tr>
<td><strong>Net cash provided by (used in) investing activities</strong></td>
<td><strong>4,229,279</strong></td>
<td><strong>(2,014,354)</strong></td>
<td><strong>(307,451)</strong></td>
</tr>
<tr>
<td>Cash flows from financing activities:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proceeds from short-term borrowings</td>
<td>296,430</td>
<td>2,248,758</td>
<td>343,228</td>
</tr>
<tr>
<td>Repayments of short-term borrowings</td>
<td>—</td>
<td>(388,000)</td>
<td>(59,220)</td>
</tr>
<tr>
<td>Proceeds from long-term borrowings</td>
<td>700,000</td>
<td>761,765</td>
<td>116,268</td>
</tr>
<tr>
<td>Repayments of long-term borrowings</td>
<td>(71,334)</td>
<td>(196,480)</td>
<td>(29,989)</td>
</tr>
<tr>
<td>Proceeds from issuance of convertible redeemable non-controlling interest and convertible non-controlling interest, net of issuance cost</td>
<td>2,084,283</td>
<td>8,067,414</td>
<td>1,231,328</td>
</tr>
<tr>
<td>Repurchase of convertible preferred shares and ordinary shares</td>
<td>—</td>
<td>(201,161)</td>
<td>(30,703)</td>
</tr>
<tr>
<td>Other financing activities</td>
<td>—</td>
<td>(10,740)</td>
<td>(1,639)</td>
</tr>
<tr>
<td><strong>Net cash provided by financing activities</strong></td>
<td><strong>3,009,379</strong></td>
<td><strong>10,281,556</strong></td>
<td><strong>1,569,273</strong></td>
</tr>
<tr>
<td>Effect of exchange rate changes on cash and cash equivalents</td>
<td>(473,451)</td>
<td>231,166</td>
<td>35,282</td>
</tr>
<tr>
<td><strong>Net increase in cash, cash equivalents and restricted cash</strong></td>
<td><strong>3,781,882</strong></td>
<td><strong>2,360,158</strong></td>
<td><strong>360,231</strong></td>
</tr>
<tr>
<td>Cash and cash equivalents at the beginning of the period</td>
<td>12,790,790</td>
<td>19,372,084</td>
<td>2,956,758</td>
</tr>
<tr>
<td>Restricted cash at the beginning of the period</td>
<td>889,034</td>
<td>2,258,655</td>
<td>344,738</td>
</tr>
<tr>
<td><strong>Cash, cash equivalents and restricted cash at the beginning of the period</strong></td>
<td><strong>13,679,824</strong></td>
<td><strong>21,630,739</strong></td>
<td><strong>3,301,496</strong></td>
</tr>
<tr>
<td>Cash and cash equivalents at the end of the period</td>
<td>16,584,207</td>
<td>23,467,917</td>
<td>3,581,904</td>
</tr>
<tr>
<td>Restricted cash at the end of the period</td>
<td>877,499</td>
<td>522,980</td>
<td>79,823</td>
</tr>
<tr>
<td><strong>Cash, cash equivalents and restricted cash at the end of the period</strong></td>
<td><strong>17,461,706</strong></td>
<td><strong>23,990,897</strong></td>
<td><strong>3,661,727</strong></td>
</tr>
<tr>
<td><strong>Net increase in cash, cash equivalents and restricted cash</strong></td>
<td><strong>3,781,882</strong></td>
<td><strong>2,360,158</strong></td>
<td><strong>360,231</strong></td>
</tr>
</tbody>
</table>

### Supplemental disclosure of cash flow information

- **Cash paid for interest expenses**: (15,103) RMB, (39,639) RMB, (6,050) US$
- **Cash paid for income tax expenses**: (14,838) RMB, (44,292) RMB, (6,760) US$

### Supplemental schedule of non-cash investing and financing activities

- Changes in payables related to property and equipment and intangible assets: 382,074 RMB, 165,415 RMB, 25,247 US$

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

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1 Organization and principal activities

Xiaoju Kuaizhi Inc. (the "Company"), previously named Xiaoju Science and Technology Limited, was incorporated under the laws of the Cayman Islands on January 11, 2013 and is primarily engaged in operating its global mobility platform that provides a full range of ride hailing services and other services in the People's Republic of China ("PRC" or "China") and overseas countries including Brazil, Mexico, etc. through its consolidated subsidiaries, variable interest entities ("VIEs") and VIEs' subsidiaries (collectively, the "Group").

The Company's major subsidiaries and VIEs are described as follows:

<table>
<thead>
<tr>
<th>Companies</th>
<th>Place of Incorporation</th>
<th>Date of Incorporation/ Acquisition</th>
<th>Percentage of Direct or Indirect Economic Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Major Subsidiaries</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Xiaoju Science and Technology (Hong Kong) Ltd.</td>
<td>Hong Kong</td>
<td>January 29, 2013</td>
<td>100%</td>
</tr>
<tr>
<td>Beijing Didi Infinity Technology and Development Co., Ltd.</td>
<td>PRC</td>
<td>May 6, 2013</td>
<td>100%</td>
</tr>
<tr>
<td>DIDI (HK) Science and Technology Ltd.</td>
<td>Hong Kong</td>
<td>August 2, 2013</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Major VIEs (Including VIEs' Subsidiaries)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beijing Xiaoju Science and Technology Co., Ltd.</td>
<td>PRC</td>
<td>July 10, 2012</td>
<td>100%</td>
</tr>
<tr>
<td>DIDI Chuxing Science and Technology Co., Ltd.</td>
<td>PRC</td>
<td>July 29, 2015</td>
<td>100%</td>
</tr>
<tr>
<td>Beijing Didi Chuxing Technology Co., Ltd.</td>
<td>PRC</td>
<td>December 5, 2018</td>
<td>100%</td>
</tr>
</tbody>
</table>

Due to the restrictions imposed by PRC laws and regulations on foreign ownership of companies engaged in value-added telecommunication services, finance business and certain other business, the Group operates its platforms and other restricted business in the PRC through the VIEs, whose equity interests are held by certain management members of the Group ("Nominee Shareholders"). The Company obtained control over the VIEs by entering into a series of contractual arrangements with the VIEs and their respective Nominee Shareholders through their subsidiaries in the PRC. Through the contractual arrangements, the Company is effectively entitled to substantially all of the economic benefits from the VIEs and is obligated to absorb all expected losses of the VIEs. Therefore, the Company is considered the ultimate primary beneficiary of the VIEs and consolidates the VIEs and their subsidiaries required by SEC Accounting Standards Codification ("ASC") topic 810 ("ASC 810"), Consolidation.

In the Group's opinion, the current ownership structure and the contractual arrangements with the VIEs and their respective Nominee Shareholders as well as the operations of the VIEs are in substantial compliance with all existing PRC laws, rules and regulations. However, there may be changes and other developments in PRC laws, rules and regulations. Accordingly, the Group gives no assurance that PRC government authorities will not take a view in the future that is contrary to the opinion of the Group. If the current ownership structure of the Company and its contractual
arrangements with the VIEs and their Nominee Shareholders through its subsidiaries were found to be in violation of any existing or future PRC laws or regulations, the Group's ability to conduct its business could be impacted and the Group may be required to restructure its ownership structure and operations in the PRC to comply with the changes in the PRC laws which may result in deconsolidation of the VIEs.

2 Summary of significant accounting policies

2.1 Basis of presentation

The accompanying unaudited interim condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information. Accordingly, they do not include all of the information and footnotes required by the U.S. GAAP for complete financial statements. Certain information and note disclosures normally included in the annual financial statements prepared in accordance with the U.S. GAAP have been condensed or omitted consistent with Article 10 of Regulation S-X. The unaudited interim condensed consolidated financial statements have been prepared on the same basis as the audited financial statements and include all adjustments as necessary for the fair statement of the Group's financial position as of March 31, 2021, and results of operations and cash flows for the three months ended March 31, 2020 and 2021. The unaudited interim condensed consolidated balance sheet as of December 31, 2020 has been derived from the audited financial statements at that date but does not include all the information and footnotes required by the U.S. GAAP. Interim results of operations are not necessarily indicative of the results expected for the full fiscal year or for any future period. These financial statements should be read in conjunction with the audited consolidated financial statements as of and for the years ended December 31, 2018, 2019 and 2020, and related notes included in the Company's audited consolidated financial statements.

2.2 Basis of consolidation

The unaudited interim condensed consolidated financial statements include the financial statements of the Company and its subsidiaries, which include the PRC-registered entities directly or indirectly wholly owned by the Company ("WFOEs") and VIEs over which the Company is the primary beneficiary. All transactions and balances among the Company and its subsidiaries have been eliminated upon consolidation. The results of subsidiaries and VIEs and VIEs' subsidiaries acquired or disposed of are recorded in the unaudited interim condensed consolidated statements of comprehensive income (loss) from the effective date of acquisition or up to the effective date of disposal, as appropriate. The nature of the businesses and activities of the consolidated VIEs have not changed materially from the preceding fiscal year.

2.3 Updates on the impact of COVID-19

Following the temporary adverse impact on the Group's business and operations that triggered the decrease in revenue during the first quarter of 2020 due to the novel Coronavirus ("COVID-19") pandemic, the majority of the Group's domestic business and operation started to
2 Summary of significant accounting policies (Continued)

resume for continuous growth since the second quarter of 2020. The global spread of COVID-19 pandemic still resulted in global economic distress and the extent to which it may affect the Group's results of operations will depend on future developments of the COVID-19 pandemic.

Given the uncertainty in the rapidly changing market and economic conditions related to the COVID-19 pandemic globally, the Group will continue to evaluate the nature and extent of the impact to its financial condition and performance.

2.4 Use of estimates

The preparation of unaudited interim condensed consolidated financial statements in conformity with the U.S. GAAP requires management to make estimates and judgements that affect the reported amounts of the assets and liabilities, the disclosure of contingent assets and liabilities at the balance sheet dates, and the reported revenues and expenses during the reported periods.

The Group believes that (i) revenue recognition, (ii) assessment for impairment of goodwill, long-lived assets, intangible assets, (iii) determination of the estimated useful lives of long-lived assets, (iv) fair value of short-term, long-term investments and other financial instruments, (v) provision for credit losses of time deposits, accounts and notes receivable, loans receivable, contract assets, finance lease receivables and other receivables, (vi) determination of the fair value of ordinary shares, (vii) valuation and recognition of share-based compensation expenses, (viii) provision for income tax and realization of deferred tax assets reflect more significant judgments and estimates used in the preparation of its unaudited interim condensed consolidated financial statements. These estimates are inherently subject to judgment and actual results could differ from those estimates.

Beginning in January 2020, the outbreak of COVID-19 has severely impacted China and the rest of the world. The level of uncertainties and volatilities in the global financial markets and economies resulting from the pandemic as well as the uncertainties related to the impact of the pandemic on the Group and the investees' operations and financial performance means that these estimates may change in future periods, as new events occur and additional information is obtained. Based on current assessment, although the COVID-19 outbreak adversely affected the Group's business in the first half of 2020, the Group concluded that there would be no material impact on the Group's long-term forecast.

2.5 Convenience translation

Translations of the unaudited interim condensed consolidated balance sheet, the unaudited interim condensed consolidated statement of comprehensive income and the unaudited interim condensed consolidated statement of cash flows from RMB into US$ as of and for the three months ended March 31, 2021 are solely for the convenience of the reader and were calculated at the rate of US$1.00 = RMB6.5518, representing the index rates stipulated by the federal reserve board/the noon buying rate set forth in the H.10 statistical release of the U.S. Federal Reserve Board on March 31, 2021. No representation is made that the RMB amounts could have been, or could be, converted, realized or settled into US$ at that rate on March 31, 2021, or at any other rate.
2 Summary of significant accounting policies (Continued)

2.6 Long-term investments

The Group’s long-term investments consist of equity investments without readily determinable fair value and equity method investments.

Equity securities without readily determinable fair value measured at Measurement Alternative

The Group’s equity investments without readily determinable fair values, which do not qualify for NAV practical expedient and over which the Group does not have the ability to exercise significant influence through the investments in common stock or in-substance common stock, are accounted for under the measurement alternative upon the adoption of ASU 2016-01 (the “Measurement Alternative”). Under the Measurement Alternative, the carrying value is measured at cost, less any impairment, plus or minus changes resulting from observable price changes in orderly transactions for identical or similar investments of the same issuer. All realized and unrealized gains (losses) on the investments, are recognized in investment income (loss), net in the unaudited interim condensed consolidated statements of comprehensive income (loss).

Equity investments accounted for using the equity method

Investments in common stock or in-substance common stock of entities that provide the Group with ability to exercise significant influence, but does not own a majority equity interest or otherwise control, over the investee are accounted for under the equity method of accounting, unless the fair value option is elected. As of March 31, 2021, investment in common stock of Chengxin Technology Inc. (“Chengxin”) was the equity method investment for which the fair value option was elected. Refer to Note 4- Financing transaction of Chengxin for further information.

2.7 Net income (loss) per share

Income (loss) per share is calculated in accordance with ASC 260, Earnings Per Share. Basic income (loss) per share is computed by dividing net income (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 income is allocated between common shares and other participating securities base on their participating rights. All preferred shares are considered as participating securities as they all have right to participate in subsequent distribution among ordinary shares on pro rata basis as if they were converted to ordinary shares, after receiving the same simple rate of preferred shares dividends.

Diluted income (loss) per share is calculated by dividing net income (loss) attributable to ordinary shareholders, as adjusted for the effect of dilutive ordinary equivalent shares, if any, by the weighted average number of ordinary and dilutive ordinary equivalent shares outstanding during the period. Ordinary equivalent shares consist of unvested restricted shares and RSUs, ordinary shares issuable upon the exercise of outstanding share options using the treasury stock method, and ordinary shares issuable upon the conversion of preferred shares using the if-converted method. Ordinary equivalent shares are not included in the denominator of the diluted income (loss) per share calculation when inclusion of such shares would be anti-dilutive.
2 Summary of significant accounting policies (Continued)

2.8 Significant risks and uncertainties

Concentration of customers and suppliers

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 for the three months ended March 31, 2020 and 2021.

Concentration of credit risk

Assets that potentially subject the Group to significant concentrations of credit risk primarily consist of cash and cash equivalents, restricted cash, accounts receivable, other receivables, short-term investments and long-term investments. The maximum exposure of such assets to credit risk is their carrying amounts as of the balance sheet dates. As of December 31, 2020 and March 31, 2021, almost all of the Group’s cash and cash equivalents, restricted cash and short-term investments were held by major financial institutions located in the Mainland of China and Hong Kong, which management believes are of high credit quality. On May 1, 2015, China’s new Deposit Insurance Regulation came into effect, pursuant to which banking financial institutions, such as commercial banks, established in the PRC are required to purchase deposit insurance for deposits in RMB and in foreign currency placed with them. This Deposit Insurance Regulation would not be effective in providing complete protection for the Group’s accounts, as its aggregate deposits are much higher than the compensation limit. However, the Group believes that the risk of failure of any of these PRC banks is remote. The Group expects that there is no significant credit risk associated with cash and cash equivalents or short-term investments which are held by reputable financial institutions in the jurisdictions where the Company, its subsidiaries and VIEs are located. The Group believes that it is not exposed to unusual risks as these financial institutions have high credit quality. The Group has no significant concentrations of credit risk with respect to the assets mentioned above.

The Group relies on a limited number of third parties to provide payment processing services ("payment service providers") to collect amounts due from end-users. Payment service providers are financial institutions, credit card companies and mobile payment platforms such as Alipay and WeChat Pay, which the Group believes are of high credit quality.

Accounts receivable is typically unsecured and are derived from revenues earned from customers in the PRC. The credit risk with respect to accounts receivable is mitigated by credit control policies the Group carries out on its customers and its ongoing monitoring process of outstanding balances.

Currency convertibility risk

The PRC government imposes controls on the convertibility of RMB into foreign currencies. The value of RMB is subject to changes in the central government policies and to international economic and political developments affecting supply and demand in the PRC foreign exchange trading system market. In the PRC, certain foreign exchange transactions are required by law to be transacted only by authorized financial institutions at exchange rates set by the People’s Bank of
2 Summary of significant accounting policies (Continued)

China (the "PBOC"). Remittances in currencies other than RMB by the Group in the PRC must be processed through PBOC or other Chinese foreign exchange regulatory bodies which require certain supporting documentation in order to process the remittance.

Operation and compliance risk

On July 27, 2016, the Ministry of Transport, the Ministry of Industry and Information Technology, the Ministry of Public Security, the Ministry of Commerce, the State Administration for Market Regulation and the Cyberspace Administration of China jointly promulgated the Interim Measures for the Management of Online Ride Hailing Operation and Service ("Interim Measures"), which took effect on November 1, 2016 and was last amended on December 28, 2019, to regulate the business activities of online ride hailing services by establishing a regulatory system for the platforms, vehicles and drivers engaged in online ride hailing services. In accordance with the Interim Measures, the platform that conducts the online ride hailing services is subject to obtain the necessary permit. The vehicles used for online ride hailing services must also obtain the transportation permit for vehicles, and the drivers engaged in online ride hailing services are required to meet certain requirements and pass the relevant exams.

Due to the uncertainties that exist with respect to the applicability of existing requirements to the Group's ride hailing services in the PRC, the Group has not obtained the required permits for certain cities when the Group are required to do so, and not all drivers or vehicles on the platforms have the required licenses or permits. Therefore, the Group has been and may continue to be subject to fines as a result. If the Group fails to remediate the non-compliance with relevant law and regulation requirements, the Group could be subject to penalties and/or an order of correction, and as a result, the Group's business, financial condition, and results of operations could be materially and adversely affected.

In an effort to ensure compliance with applicable Interim Measures, the Group has continuously conducted the process to obtain the necessary licenses or permits in different jurisdictions. The Group is continuously making efforts to obtain more necessary licenses or permits to mitigate the relevant compliance risk.

For further information of other significant accounting policies, see Note 2 in the annual consolidated financial statements thereto also included herein.

2.9 Recently adopted accounting pronouncements

On January 1, 2021, the Group adopted Accounting Standards Update No. 2019-12, Income Taxes (Topic 740) (ASU 2019-12), which simplifies the accounting for income taxes by removing certain exceptions to the general principles in Topic 740. The adoption of this new standard did not have a material impact on the Group's unaudited interim condensed consolidated financial statements.

On January 1, 2021, the Group adopted Accounting Standards Update No. 2020-01, Investments — Equity Securities (Topic 321), Investments — Equity Method and Joint Ventures (Topic 323), and Derivatives and Hedging (Topic 815) (ASU 2020-01), which clarifies the interaction
### 2 Summary of significant accounting policies (Continued)

of the accounting for equity securities under Topic 321, the accounting for equity method investments in Topic 323, and the accounting for certain forward contracts and purchased options in Topic 815. The adoption of this new standard did not have a material impact on the Group's unaudited interim condensed consolidated financial statements.

### 3 Revenue

Revenue by segment is as follows:

<table>
<thead>
<tr>
<th>Segment</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues:</strong></td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>China Mobility</td>
<td>18,945,410</td>
<td>39,234,824</td>
</tr>
<tr>
<td>International</td>
<td>766,775</td>
<td>803,678</td>
</tr>
<tr>
<td>Other Initiatives</td>
<td>759,806</td>
<td>2,124,496</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td><strong>20,471,991</strong></td>
<td><strong>42,162,998</strong></td>
</tr>
</tbody>
</table>

**China Mobility**

The Group generates revenues from providing a variety of mobility services through its mobility platform in the PRC ("China Mobility Platform"). The Group's revenues from its ride hailing services in the PRC presented on a gross basis accounted for more than 97% of the total revenues from China Mobility for the three months ended March 31, 2020 and 2021, respectively. The Group also generates revenues from providing other mobility services such as taxi hailing, chauffeur, hitch and other services in the PRC.

**International**

The Group derives the revenues principally from ride hailing services in overseas countries, including Brazil and Mexico. The Group also generates revenues from food delivery services in overseas countries.

**Other Initiatives**

The Group provides a variety of other initiatives services on its platform, including bike and e-bike sharing, auto solutions, intra-city freight and other services. The revenues derived from bike and e-bike sharing service amounted to RMB288,288 and RMB988,899 for the three months ended March 31, 2020 and 2021, respectively. After March 30, 2021, the date when Chengxin was deconsolidated (Note 4), revenue from community group buying was no longer included in the Group's revenue from Other Initiatives. Revenue from community group buying was nil for the three months ended March 31, 2020 and was not significant for the three months ended March 31, 2021.
3 Revenue (Continued)

Contract balances

The Group's contract assets for performance obligations satisfied prior to payment were RMB222,591 and RMB239,206 and recorded in accounts and notes receivable, net in the unaudited interim condensed consolidated balance sheets as of December 31, 2020 and March 31, 2021, respectively. The Group's contract liabilities for consideration collected prior to satisfying the performance obligations were RMB915,430 and RMB885,386 and recognized as deferred revenue and customer advances in the unaudited interim condensed consolidated balance sheets as of December 31, 2020 and March 31, 2021, respectively. Revenue recognized from the contract liabilities at the beginning of the reporting periods were RMB257,255 and RMB442,672 for the three months ended March 31, 2020 and 2021, respectively.

4 Financing transaction of Chengxin

In March 2021, Chengxin, the Group’s subsidiary engaged in community group buying business, entered into a series of agreements (“Agreements”) with external investors and the Group, pursuant to which,

a) Chengxin issued 92,367,521 number of Series A-1 preferred shares for a total consideration of US$923,675 to certain external investors, including an entity controlled by Softbank Group Corp., (“Softbank”) (Note 18).

b) Chengxin issued 20,000,000 number of Series A-2 preferred shares to certain Group’s senior management, for a total consideration of US$200,000. To finance the purchase of Chengxin A-2 preferred shares, the senior management investment entity entered into secured term loans with Chengxin's A-1-round investors for an aggregate amount of US$160,000.

c) Chengxin issued a zero-coupon seven-year convertible note due 2028 (“Convertible Note”) for an aggregate principal amount of US$3,000,000 to the Group, with the amount of US$2,100,000 paid by the Group on March 30, 2021, and the amounts of US$450,000 and US$450,000 to be paid by the Group on June 30, 2021 and September 30, 2021, respectively.

The rights, preferences and privileges of the Chengxin's holders of ordinary shares, preferred shares and Convertible Note are as follows:

Conversion right

All of the preferred shares are convertible, at the option of the holders at any time after the original issue date of the relevant series of preferred shares into such number of ordinary shares of Chengxin. Each preferred share shall automatically be converted into ordinary shares at the then effective conversion price upon the closing of a qualified IPO. The initial conversion ratio of preferred shares to ordinary shares shall be 1:1 and shall be subject to certain adjustments.

The Group, as the holder of the Convertible Note, has the right to convert the outstanding principal amount under the Convertible Note to Series A-2 preferred shares at a conversion price of US$10.00 per share during the period commencing on the first anniversary of closing of issuance of Series A-1 and A-2 preferred shares to the maturity date of the Convertible Note. Furthermore, the
4 Financing transaction of Chengxin (Continued)

Convertible Note will be automatically converted to the number of Series A-2 Preferred Shares at a conversion price of US$10.00 per share upon the occurrence of certain events including change of control, liquidation or the consummation of a qualified IPO of Chengxin.

Liquidation rights

Upon the occurrence of any liquidation event, whether voluntary or involuntary, all assets and funds of Chengxin legally available for distribution shall be distributed to the shareholders in the following order and manner:

Holders of preferred shares have preference over holder of ordinary shares on the distribution of assets or funds in the following sequence: Series A-1 preferred shares, Series A-2 preferred shares. The amount of preference will be equal to 100% of the deemed or original issuance price, plus any and all declared but unpaid dividends. After distribution of the preferred shares, all remaining assets and funds of Chengxin available for distribution to the shareholders shall be distributed ratably among all the shareholders on a fully diluted basis.

Exchange rights

The Series A preferred shareholders have the options to exchange part or all of outstanding preferred shares of Chengxin into the shares of the Group provided that these preferred shareholders do not breach its non-competing undertakings, at any time after the fifth anniversary date of closing date of Series A preferred shares and as long as no qualified IPO of Chengxin has been consummated. The exchange ratio will be determined according to the respective fair market value of the Group's ordinary shares and Chengxin preferred shares as of the date that the preferred shareholders exercise the exchange right, which shall be determined by an independent third-party valuation firm mutually agreed upon by all parties.

Call option

The Group was granted a call option to purchase part or all of the outstanding Series A-1 and A-2 preferred shares held by preferred shareholders. At any time between the third anniversary and fifth anniversary of the closing of the Series A-1 and A-2 preferred shares, the Group may exercise the call option to purchase up to all of the outstanding preferred shares based on the greater of (i) the price determined according to pre-agreed pricing formula, and (ii) the fair market value of such preferred shares.

Accounting for the financing transaction of Chengxin

Pursuant to the Agreements and upon the completion of the above transaction on March 30, 2021 ("closing date"), the Group no longer holds controlling financial interest in Chengxin. Accordingly, Chengxin was deconsolidated from the Group after March 30, 2021.
4 Financing transaction of Chengxin (Continued)

The financing transaction for Chengxin did not meet the discontinued operation criteria as it did not represent a strategic shift that has a major effect on the Group's financial results. The Group recognized an unrealized gain of deconsolidation of Chengxin in the investment income (loss), net on the unaudited interim condensed consolidated statement of comprehensive income (loss) for the three months ended March 31, 2021, with the amount of RMB9,058,144 measured as the difference between the fair value of its retained non-controlling equity investment in the form of ordinary shares in Chengxin with the amount of RMB2,628,520, and the carrying amount of net liabilities of Chengxin of RMB6,429,624 as of March 30, 2021.

Given the Group's investment in Chengxin's ordinary shares and right to nominate three board members out of six, the Group has the ability to exercise significant influence over Chengxin. The Group elected to apply the fair value option to the Group's investment in ordinary shares (Note 10). The Group also applies fair value accounting to the Group's investment in the Convertible Note (Note 9), thereby providing consistency of accounting treatment. The investments in ordinary shares and in Convertible Note (collectively, the "Investments in Chengxin") are measured at fair value on a recurring basis with changes in fair value reflected in earnings. The fair value of the Investments in Chengxin as of March 31, 2021 of RMB16,428,250 was determined by the Group with the assistance of a third-party independent appraiser, using option-pricing model ("OPM") and back-solve method. Refer to Note 20 — Fair value measurement for the valuation approach and key inputs for the determination of the fair value of the Group's Investments in Chengxin.

The Group determined that the fair value of exchange feature and call option aforementioned respectively were not significant to the unaudited interim condensed consolidated financial statements.

5 Short-term investments

The following is a summary of short-term investments:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31</th>
<th>As of March 31</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2020</td>
<td>2021</td>
</tr>
<tr>
<td>RMB</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time deposits</td>
<td>33,809,399</td>
<td>21,582,855</td>
</tr>
<tr>
<td>Structured deposits</td>
<td>3,588,170</td>
<td>2,382,658</td>
</tr>
<tr>
<td>Total</td>
<td>37,397,569</td>
<td>23,965,513</td>
</tr>
</tbody>
</table>

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NOTES TO UNAUDITED INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(In thousands, except for share and par value)

6 Accounts and notes receivable, net

Accounts and notes receivable, net consist of the following:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31, 2020</th>
<th>As of March 31, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts and notes receivable</td>
<td>2,994,181</td>
<td>3,175,610</td>
</tr>
<tr>
<td>Allowance for credit losses</td>
<td>(556,360)</td>
<td>(569,646)</td>
</tr>
<tr>
<td><strong>Accounts and notes receivable, net</strong></td>
<td><strong>2,437,821</strong></td>
<td><strong>2,605,964</strong></td>
</tr>
</tbody>
</table>

On January 1, 2020, the Group adopted ASC 326 using a modified retrospective method for accounts and notes receivable measured at amortized cost.

The operating lease receivables generated from leasing vehicles to drivers and end-users are recorded as accounts and notes receivable, net in the unaudited interim condensed consolidated balance sheets and subject to ASC 842.

The movement of the allowances for credit losses is as follows:

<table>
<thead>
<tr>
<th></th>
<th>For the Three Months Ended March 31, 2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning balance prior to ASC 326</strong></td>
<td>(437,266)</td>
<td>(556,360)</td>
</tr>
<tr>
<td>Impact of adoption of ASC 326</td>
<td>(71,498)</td>
<td>—</td>
</tr>
<tr>
<td><strong>Balance at beginning of the period</strong></td>
<td>(508,764)</td>
<td>(556,360)</td>
</tr>
<tr>
<td>Provision</td>
<td>(136,316)</td>
<td>(113,387)</td>
</tr>
<tr>
<td>Write-offs</td>
<td>117,790</td>
<td>100,101</td>
</tr>
<tr>
<td><strong>Balance at end of the period</strong></td>
<td>(527,290)</td>
<td>(569,646)</td>
</tr>
</tbody>
</table>

7 Loans receivable, net

Loans receivable, net consists of the following:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31, 2020</th>
<th>As of March 31, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loans receivable</td>
<td>3,024,661</td>
<td>3,785,603</td>
</tr>
<tr>
<td>Allowance for credit losses</td>
<td>(146,432)</td>
<td>(187,011)</td>
</tr>
<tr>
<td><strong>Loans receivable, net</strong></td>
<td><strong>2,878,229</strong></td>
<td><strong>3,598,592</strong></td>
</tr>
</tbody>
</table>
7 Loans receivable, net (Continued)

The movement of the allowances for credit losses is as follows:

<table>
<thead>
<tr>
<th></th>
<th>For the Three Months Ended March 31, 2020</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>Beginning balance prior to ASC 326</td>
<td>(100,643)</td>
<td>(146,432)</td>
<td></td>
</tr>
<tr>
<td>Impact of adoption of ASC 326</td>
<td>(50,569)</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Balance at beginning of the period</td>
<td>(151,212)</td>
<td>(146,432)</td>
<td></td>
</tr>
<tr>
<td>Provision</td>
<td>(42,640)</td>
<td>(48,025)</td>
<td></td>
</tr>
<tr>
<td>Write-offs</td>
<td>54,932</td>
<td>7,446</td>
<td></td>
</tr>
<tr>
<td>Balance at end of the period</td>
<td></td>
<td>(138,920)</td>
<td>(187,011)</td>
</tr>
</tbody>
</table>

The aging analysis of loans receivable by due date as of December 31, 2020 and March 31, 2021 is as follows:

<table>
<thead>
<tr>
<th>As of December 31, 2020</th>
<th>1-30 Days</th>
<th>31-60 Days</th>
<th>61-90 Days</th>
<th>91 Days or Greater</th>
<th>Total Past Due</th>
<th>Current</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>22,056</td>
<td>14,537</td>
<td>10,701</td>
<td>33,909</td>
<td>81,203</td>
<td>2,943,458</td>
<td>3,024,661</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>As of March 31, 2021</th>
<th>28,013</th>
<th>17,679</th>
<th>15,881</th>
<th>60,381</th>
<th>121,954</th>
<th>3,663,649</th>
<th>3,785,603</th>
</tr>
</thead>
</table>
8 Prepayments, receivables and other current assets, net and other non-current assets, net

Prepayments, receivables and other current assets, net consist of the following:

<table>
<thead>
<tr>
<th>Item</th>
<th>As of December 31, 2020</th>
<th>As of March 31, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible VAT-input</td>
<td>1,871,768</td>
<td>1,935,271</td>
</tr>
<tr>
<td>Interest receivables</td>
<td>354,930</td>
<td>300,192</td>
</tr>
<tr>
<td>Rental deposits and other deposits, net</td>
<td>346,032</td>
<td>302,412</td>
</tr>
<tr>
<td>Prepayments for insurance costs</td>
<td>288,858</td>
<td>262,885</td>
</tr>
<tr>
<td>Inventories, net</td>
<td>261,550</td>
<td>247,157</td>
</tr>
<tr>
<td>Advances to employees</td>
<td>200,698</td>
<td>261,464</td>
</tr>
<tr>
<td>Prepayments for promotion and advertising expenses and other operation expenses</td>
<td>175,267</td>
<td>200,835</td>
</tr>
<tr>
<td>Payments to drivers and partners on behalf of end-users</td>
<td>157,653</td>
<td>159,029</td>
</tr>
<tr>
<td>Short-term finance lease receivables, net</td>
<td>91,067</td>
<td>95,325</td>
</tr>
<tr>
<td>Others, net</td>
<td>507,130</td>
<td>492,381</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>4,254,953</strong></td>
<td><strong>4,256,951</strong></td>
</tr>
</tbody>
</table>

Other non-current assets, net consist of the following:

<table>
<thead>
<tr>
<th>Item</th>
<th>As of December 31, 2020</th>
<th>As of March 31, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long-term time deposits</td>
<td>3,460,000</td>
<td>3,984,300</td>
</tr>
<tr>
<td>Prepayments for purchase of property and equipment and other non-current assets, net</td>
<td>650,771</td>
<td>624,785</td>
</tr>
<tr>
<td>Prepayment for long-term investments</td>
<td>107,283</td>
<td>144,291</td>
</tr>
<tr>
<td>Long-term finance lease receivables, net</td>
<td>94,508</td>
<td>70,239</td>
</tr>
<tr>
<td>Others</td>
<td>209,140</td>
<td>416,056</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>4,521,702</strong></td>
<td><strong>5,239,671</strong></td>
</tr>
</tbody>
</table>
8 Prepayments, receivables and other current assets, net and other non-current assets, net (Continued)

The movement of the allowances for credit losses of short-term and long-term finance lease receivables is as follows:

<table>
<thead>
<tr>
<th></th>
<th>For the Three Months Ended March 31,</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2020 (RMB)</td>
<td>2021 (RMB)</td>
<td></td>
</tr>
<tr>
<td>Balance at beginning of the period</td>
<td>(3,871)</td>
<td>(72,167)</td>
<td></td>
</tr>
<tr>
<td>Impact of adoption of ASC 326</td>
<td>--</td>
<td>--</td>
<td></td>
</tr>
<tr>
<td>Balance at beginning of the period</td>
<td>(3,871)</td>
<td>(72,167)</td>
<td></td>
</tr>
<tr>
<td>Provision</td>
<td>(310)</td>
<td>(1,702)</td>
<td></td>
</tr>
<tr>
<td>Write-offs</td>
<td>--</td>
<td>2,742</td>
<td></td>
</tr>
<tr>
<td>Balance at end of the period</td>
<td>(4,181)</td>
<td>(71,127)</td>
<td></td>
</tr>
</tbody>
</table>

9 Investment securities

The following table summarizes the carrying value and fair value of the investment securities:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31, 2020</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Original Cost (RMB)</td>
<td>Gross Unrealized Gains (RMB)</td>
<td>Gross Unrealized Losses (RMB)</td>
</tr>
<tr>
<td>Listed equity securities</td>
<td>814,452</td>
<td>37,516</td>
<td>(285,567)</td>
</tr>
<tr>
<td>— Investee A</td>
<td>600,000</td>
<td>—</td>
<td>(208,199)</td>
</tr>
<tr>
<td>— Others</td>
<td>214,452</td>
<td>37,516</td>
<td>(77,368)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>814,452</td>
<td>37,516</td>
<td>(285,567)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>As of March 31, 2021</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Original Cost (RMB)</td>
<td>Gross Unrealized Gains (RMB)</td>
<td>Gross Unrealized Losses (RMB)</td>
</tr>
<tr>
<td>Listed equity securities</td>
<td>814,452</td>
<td>56,542</td>
<td>(278,431)</td>
</tr>
<tr>
<td>— Investee A</td>
<td>600,000</td>
<td>—</td>
<td>(224,012)</td>
</tr>
<tr>
<td>— Others</td>
<td>214,452</td>
<td>56,542</td>
<td>(54,419)</td>
</tr>
<tr>
<td>Convertible Note of Chengxin (Note 4)</td>
<td>13,784,610</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>14,599,062</td>
<td>56,542</td>
<td>(278,431)</td>
</tr>
</tbody>
</table>
10 Long-term investments, net

<table>
<thead>
<tr>
<th></th>
<th>As of December 31, 2020</th>
<th>As of March 31, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>Investment in Investee B</td>
<td>3,828,560</td>
<td>3,855,785</td>
</tr>
<tr>
<td>Others</td>
<td>523,728</td>
<td>650,930</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>4,352,288</td>
<td>4,506,715</td>
</tr>
<tr>
<td>Equity investments accounted for using equity method</td>
<td>2,752,734</td>
<td>2,899,159</td>
</tr>
<tr>
<td>Equity investment in Chengxin under fair value option (Note 4)</td>
<td>—</td>
<td>2,628,520</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>7,105,022</td>
<td>10,034,394</td>
</tr>
</tbody>
</table>

**Measurement Alternative method**

The Group invested in multiple private companies which may have operational synergy with the Group’s core business. The Group’s equity investments without readily determinable fair value were accounted for the Measurement Alternative method after adoption of ASU 2016-01 on January 1, 2019.

Impairment charges in connection with the Measurement Alternative investments of nil and nil were recorded in the unaudited interim condensed consolidated statements of comprehensive income (loss) for the three months ended March 31, 2020 and 2021, respectively. The Group recognized disposal gains of nil and RMB2,493,381 for the three months ended March 31, 2020 and 2021, respectively.

**Equity investments accounted for using equity method**

The Group recorded losses of RMB119,429 and RMB44,826 from equity investments accounted for using equity method for the three months ended March 31, 2020 and 2021, respectively. The Group also recognized impairment losses of RMB75,983 and nil for the three months ended March 31, 2020 and 2021, respectively. In addition, the Group also recognized disposal gains of nil and RMB756,301 for the three months ended March 31, 2020 and 2021, respectively.

During the three months ended March 31, 2021, the Group and SoftBank Corp. each made an additional investment amounted to RMB161,720 (JPY2,600,000) in Didi Mobility Japan Corporation ("Didi Japan"), an equity method investee of the Group established in 2018. Upon the closing of this transaction, the Group’s accumulated investment in Didi Japan increased to RMB433,950 (JPY6,950,000) (Note 18).
11 Short-term and Long-term borrowings

Short-term and Long-term borrowings consist of the followings:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31, 2020</th>
<th>As of March 31, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Short-term borrowings</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5,826,562</td>
<td>7,827,770</td>
</tr>
<tr>
<td><strong>Long-term borrowings</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1,453,222</td>
<td>1,903,091</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>7,279,784</td>
<td>9,730,861</td>
</tr>
</tbody>
</table>

**Short-term borrowings**

In January 2021, the Group, through one of its subsidiaries, issued one-year asset-backed securitized debts amounted to RMB425,000 via a securitization vehicle in the forms of asset-backed security arrangements (the "ABSs") established by the Group. The ABSs vehicle is considered as a variable interest entity under ASC 810. As the Group has power to direct the activities that most significantly impact economic performance of the ABSs vehicle by providing the loan servicing and default loan collection services, and the Group has the obligation to absorb losses or the right to receive benefits from the VIE that could potentially be significant to the VIE as the Group purchased all subordinated tranche securities, and the Group is obligated to bear the risk arising from any loans that are delinquent for more than certain days, accordingly, the Group is considered as the primary beneficiary of the ABSs vehicle and has consolidated the ABSs' vehicle assets, liabilities, results of operations, and cash flows in the Group's unaudited interim condensed consolidated financial statements in accordance with ASC 810. Therefore, loans transferred to the asset-backed securitized vehicle remain at the Group and are recorded as "loans receivable, net" on the unaudited interim condensed consolidated balance sheets.

Short-term borrowings were RMB dominated borrowings by the Group's subsidiaries from financial institutions in the PRC and were pledged by vehicles and short-term investments or guaranteed by the subsidiaries of the Group. The weighted average interest rate for short-term borrowings as of December 31, 2020 and March 31, 2021 were approximately 3% and 3%, respectively.

**Long-term borrowings**

The Group entered into several credit facility agreements with certain banks and financial institutions, which allow the Group to draw borrowings up to RMB400,000 and RMB1,360,000 from these facilities as of December 31, 2020 and March 31, 2021, respectively. The borrowings drawn from these facilities bear annual interest rate of Loan Prime Rate ("LPR") plus 35 to 121 points and were guaranteed by certain subsidiaries of the Group. The unused credit limits under these facilities were RMB31,698 and RMB330,328 as of December 31, 2020 and March 31, 2021, respectively.

The Group also entered into several borrowing agreements with certain banks and financial institutions pursuant to which the outstanding borrowings balance was RMB1,084,920 and
XIAOJU KUAIZHI INC.

NOTES TO UNAUDITED INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(In thousands, except for share and par value)

11 Short-term and Long-term borrowings (Continued)

RMB873,419 as of December 31, 2020 and March 31, 2021, respectively. These borrowings are guaranteed by certain subsidiaries of the Group or pledged by vehicles owned by the Group's subsidiaries and bear interest at a range of 4%-7% per annum.

As of March 31, 2021, the short-term and long-term borrowings will be due according to the following schedule:

<table>
<thead>
<tr>
<th>Principal amount</th>
<th>RMB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within 1 year</td>
<td>7,827,770</td>
</tr>
<tr>
<td>Between 1 to 2 years</td>
<td>1,242,865</td>
</tr>
<tr>
<td>Between 2 to 3 years</td>
<td>660,226</td>
</tr>
<tr>
<td>Total</td>
<td>9,730,861</td>
</tr>
</tbody>
</table>

12 Accounts and notes payable

Accounts and notes payable consist of the following:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31, 2020</th>
<th>As of March 31, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notes payable</td>
<td>2,124,268</td>
<td>386,710</td>
</tr>
<tr>
<td>Payables related to service fees and incentives to drivers</td>
<td>4,487,439</td>
<td>3,636,814</td>
</tr>
<tr>
<td>Payables related to driver management fees</td>
<td>185,207</td>
<td>159,722</td>
</tr>
<tr>
<td>Others</td>
<td>556,063</td>
<td>305,963</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>7,352,977</strong></td>
<td><strong>4,489,209</strong></td>
</tr>
</tbody>
</table>

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13 Accrued expenses and other current liabilities

Accrued expenses and other current liabilities consist of the following:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31, 2020</th>
<th>As of March 31, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payables to merchants and other partners</td>
<td>2,047,868</td>
<td>1,733,039</td>
</tr>
<tr>
<td>Employee compensation and welfare payables</td>
<td>1,939,364</td>
<td>941,040</td>
</tr>
<tr>
<td>Payables related to market and promotion expenses</td>
<td>1,930,673</td>
<td>1,508,586</td>
</tr>
<tr>
<td>Deposits</td>
<td>1,376,384</td>
<td>1,275,650</td>
</tr>
<tr>
<td>Payables related to service fees</td>
<td>898,280</td>
<td>974,860</td>
</tr>
<tr>
<td>Payables related to warehouse rental and delivery cost</td>
<td>583,265</td>
<td>130,419</td>
</tr>
<tr>
<td>Payables related to property and equipment</td>
<td>564,758</td>
<td>730,173</td>
</tr>
<tr>
<td>Tax payables</td>
<td>496,392</td>
<td>339,110</td>
</tr>
<tr>
<td>Payables on behalf of end-users</td>
<td>369,810</td>
<td>436,679</td>
</tr>
<tr>
<td>Others</td>
<td>1,097,166</td>
<td>1,146,947</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>11,303,960</strong></td>
<td><strong>9,216,503</strong></td>
</tr>
</tbody>
</table>

14 Segment reporting

Operating segments are reported in a manner consistent with the internal reporting provided to the chief operating decision makers (“CODMs”). The chief operating decision makers, who are responsible for allocating resources and assessing performance of the operating segments, have been identified as certain members of the Group's management team, including the chief executive officer (“CEO”).

The Group operates in three operating segments: (i) China Mobility; (ii) International; (iii) Other Initiatives. The following summary describes the operations in each of the Group's reportable segment:

- China Mobility: China Mobility segment mainly includes ride hailing services, taxi hailing, chauffeur, hitch and other services.
- International: International segment includes ride hailing services and food delivery services offered in international markets.
- Other Initiatives: Other Initiatives mainly consist of bike and e-bike sharing, auto solutions, intra-city freight, autonomous driving, etc.

The Group does not include inter-company transactions between segments for management reporting purposes. In general, revenues, cost of revenues and operating expenses are directly attributable, or are allocated, to each segment. The Group allocates costs and expenses that are not directly attributable to a specific segment, such as those that support infrastructure across different segments, to different segments mainly on the basis of usage or headcount, depending on...
14 Segment reporting (Continued)

the nature of the relevant costs and expenses. The Group currently does not allocate the assets to its segments, as its CODM does not use such information to allocate resources or evaluate the performance of the operating segments. The Group currently does not allocate other long-lived assets to the geographic operations as substantially all of the Group's long-lived assets are located in the PRC. In addition, substantially all of the Group's revenue is derived from within the PRC. Therefore, no geographical information is presented.

The Group's segment operating performance measure is segment Adjusted EBITA, which represents net income or loss before (a) certain non-cash expenses, consisting of share-based compensation expense and amortization of intangible assets, which are not reflective of the Group's core operating performance, and (b) interest income, interest expenses, investment income (loss), net, loss from equity method investments, net, other loss, net, and income tax benefits. The following table presents information about Adjusted EBITA and a reconciliation from the segment Adjusted EBITA to total consolidated loss from operations for the three months ended March 31, 2020 and 2021:

<table>
<thead>
<tr>
<th>For the Three Months Ended March 31,</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Adjusted EBITA:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>China Mobility</td>
<td>616,396</td>
<td>3,618,463</td>
</tr>
<tr>
<td>International</td>
<td>(670,988)</td>
<td>(1,004,910)</td>
</tr>
<tr>
<td>Other Initiatives</td>
<td>(1,096,399)</td>
<td>(8,078,959)</td>
</tr>
<tr>
<td><strong>Total Adjusted EBITA</strong></td>
<td>(1,150,991)</td>
<td>(5,465,406)</td>
</tr>
<tr>
<td>Share-based compensation</td>
<td>(1,663,319)</td>
<td>(696,982)</td>
</tr>
<tr>
<td>Amortization of intangible assets(i)</td>
<td>(507,917)</td>
<td>(491,414)</td>
</tr>
<tr>
<td><strong>Total consolidated loss from operations</strong></td>
<td>(3,322,227)</td>
<td>(6,653,802)</td>
</tr>
</tbody>
</table>

(i) Amortization expenses in connection with business combinations were RMB503,816 and RMB486,011 for the three months ended March 31, 2020 and 2021, respectively.
14 Segment reporting (Continued)

The following table presents the total depreciation expenses of property and equipment by segment for the three months ended March 31, 2020 and 2021, respectively:

<table>
<thead>
<tr>
<th></th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2020 RMB</td>
</tr>
<tr>
<td>China Mobility</td>
<td>67,054</td>
</tr>
<tr>
<td>International</td>
<td>14,184</td>
</tr>
<tr>
<td>Other Initiatives</td>
<td>534,006</td>
</tr>
<tr>
<td><strong>Total depreciation of property and equipment</strong></td>
<td>615,244</td>
</tr>
</tbody>
</table>

15 Share-based compensation

The table below presents a summary of the Group's share-based compensation cost for the three months ended March 31, 2020 and 2021:

<table>
<thead>
<tr>
<th></th>
<th>For the Three Months Ended March 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2020 RMB</td>
</tr>
<tr>
<td>Operations and support</td>
<td>31,618</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>69,541</td>
</tr>
<tr>
<td>Research and development</td>
<td>306,682</td>
</tr>
<tr>
<td>General and administrative</td>
<td>1,255,478</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1,663,319</td>
</tr>
</tbody>
</table>

(a) Share Incentive Plan

In December 2017, the Company adopted the Equity Incentive Plan (the "Plan"), approved by the Board of Directors, which was subsequently amended in December 2020. Share options, restricted shares and restricted share units ("RSUs") may be granted to employees, directors and consultants of the Group under the Plan. As of March 31, 2021, the maximum aggregate number of ordinary shares which may be issued pursuant to all awards under the Plan is 138,896,437 shares.

Share-based awards granted under the Plan have a contractual term of seven years from the stated grant date and are generally subject to a four-year vesting schedule as determined by the administrator of the plans. Depending on the nature and the purpose of the grant, share-based awards generally vest 15% upon the first anniversary of the vesting commencement date, and 25%, 25% and 35% in following years thereafter.
### 15 Share-based compensation (Continued)

#### (b) Modification

For the three months ended March 31, 2020 and 2021, 20,280,382 and 36,000 existing share options were exchanged for 25,905,827 and 23,992 new options with different exercise price. The incremental cost on the modification dates was RMB98,153 and RMB33 for the three months ended March 31, 2020 and 2021, respectively.

#### (c) Share Options

A summary of activities of the share options for the three months ended March 31, 2020 and 2021 is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Number of Options</th>
<th>Weighted Average Exercise Price (US$)</th>
<th>Weighted Average Remaining Contractual Life (In Years)</th>
<th>Aggregate Intrinsic Value (US$)</th>
<th>Weighted Average Grant Date Fair Value (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Outstanding as of December 31, 2019</strong></td>
<td>58,401,190</td>
<td>5.45</td>
<td>4.54</td>
<td>2,010,425</td>
<td>27.59</td>
</tr>
<tr>
<td>Granted</td>
<td>2,447,925</td>
<td>0.04</td>
<td>4.54</td>
<td>39.84</td>
<td></td>
</tr>
<tr>
<td>Modification</td>
<td>5,625,445</td>
<td>11.80</td>
<td>4.54</td>
<td>28.45</td>
<td></td>
</tr>
<tr>
<td>Forfeited/canceled</td>
<td>(655,387)</td>
<td>6.31</td>
<td>4.54</td>
<td>32.58</td>
<td></td>
</tr>
<tr>
<td><strong>Outstanding as of March 31, 2020</strong></td>
<td>65,819,173</td>
<td>9.26</td>
<td>4.54</td>
<td>2,014,889</td>
<td>25.52</td>
</tr>
<tr>
<td>Exercisable as of March 31, 2020</td>
<td>34,020,917</td>
<td>8.60</td>
<td>3.49</td>
<td>1,064,164</td>
<td>21.09</td>
</tr>
<tr>
<td>Vested and Expected to Vest at March 31, 2020</td>
<td>59,733,679</td>
<td>9.20</td>
<td>3.49</td>
<td>1,832,049</td>
<td>25.01</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Number of Options</th>
<th>Weighted Average Exercise Price (US$)</th>
<th>Weighted Average Remaining Contractual Life (In Years)</th>
<th>Aggregate Intrinsic Value (US$)</th>
<th>Weighted Average Grant Date Fair Value (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Outstanding as of December 31, 2020</strong></td>
<td>46,798,243</td>
<td>6.04</td>
<td>3.74</td>
<td>1,686,640</td>
<td>26.16</td>
</tr>
<tr>
<td>Granted</td>
<td>2,621,430</td>
<td>0.0001823</td>
<td>3.74</td>
<td>47.71</td>
<td></td>
</tr>
<tr>
<td>Modification</td>
<td>(12,008)</td>
<td>0.0001823</td>
<td>3.74</td>
<td>47.71</td>
<td></td>
</tr>
<tr>
<td>Forfeited/canceled</td>
<td>(520,365)</td>
<td>4.21</td>
<td>3.74</td>
<td>34.48</td>
<td></td>
</tr>
<tr>
<td><strong>Outstanding as of March 31, 2021</strong></td>
<td>48,887,300</td>
<td>5.73</td>
<td>3.64</td>
<td>2,052,402</td>
<td>27.23</td>
</tr>
<tr>
<td>Exercisable as of March 31, 2021</td>
<td>28,712,426</td>
<td>7.40</td>
<td>2.33</td>
<td>1,157,409</td>
<td>20.27</td>
</tr>
<tr>
<td>Vested and Expected to Vest at March 31, 2021</td>
<td>44,799,070</td>
<td>6.07</td>
<td>3.41</td>
<td>1,865,514</td>
<td>26.17</td>
</tr>
</tbody>
</table>
15 Share-based compensation (Continued)

The Group uses the binomial option pricing model to determine fair value of the share-based awards. The estimated fair value of each option granted is estimated on the date of grant using the binomial option-pricing model with the following assumptions:

- Risk-free interest rate is estimated based on the yield curve of US Sovereign Bond as of the option valuation date.
- Expected volatility at the grant date and each option valuation date is estimated based on annualized standard deviation of daily stock price return of comparable companies with a time horizon close to the expected expiry of the term of the options.
- The Group has never declared or paid any cash dividends on its capital stock, and the Group does not anticipate any dividend payments in the foreseeable future.
- Expected term is the contract life of the options.

### Restricted shares and RSUs

A summary of activities of restricted shares and RSUs for the three months ended March 31, 2020 and 2021 is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Number of Shares</th>
<th>Weighted Average Grant Date Fair Value</th>
<th>Weighted Average Remaining Contractual Life</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unvested at December 31, 2019</strong></td>
<td>7,726,671</td>
<td>36.64</td>
<td>4.82</td>
</tr>
<tr>
<td>Granted</td>
<td>249,674</td>
<td>39.87</td>
<td></td>
</tr>
<tr>
<td>Vested</td>
<td>(112,576)</td>
<td>34.53</td>
<td></td>
</tr>
<tr>
<td>Forfeited/canceled</td>
<td>(133,383)</td>
<td>38.69</td>
<td></td>
</tr>
<tr>
<td><strong>Unvested at March 31, 2020</strong></td>
<td>7,730,386</td>
<td>36.73</td>
<td>4.65</td>
</tr>
<tr>
<td>Expected to vest at March 31, 2020</td>
<td>7,139,602</td>
<td>36.54</td>
<td>4.58</td>
</tr>
</tbody>
</table>
XIAOJU KUAIZHI INC.

NOTES TO UNAUDITED INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(In thousands, except for share and par value)

15 Share-based compensation (Continued)

The share-based awards granted have either a service condition or both a service and a performance condition, where awards granted are only exercisable upon the occurrence of an IPO by the Group.

The Group recognized share-based compensation, net of estimated forfeitures, using the graded vesting attribution method over the vesting term of the awards for the service condition awards.

The Group considers it is not probable that the IPO performance conditions will be satisfied until the event occurs. As a result, the share-based compensation expenses for these awards will be recognized upon the occurrence of the Group’s IPO.

As of March 31, 2021, there was RMB3,137,849 of unrecognized compensation expenses related to the share options, which is expected to be recognized over a weighted average period of 3.07 years. Unrecognized compensation expenses of RMB12,960 related to share options for which the service condition had been met are expected to be recognized when the performance target of an IPO is achieved.

As of March 31, 2021, there was RMB2,543,802 of unrecognized compensation expenses related to restricted shares and RSUs, which is expected to be recognized over a weighted average period of 1.52 years. Unrecognized compensation expenses of RMB880,829 related to restricted shares and RSUs for which the service condition had been met are expected to be recognized when the performance target of an IPO is achieved.

16 Convertible redeemable non-controlling interest and convertible non-controlling interests

• Financing transaction of Soda Technology Inc.

During the year of 2020, Soda Technology Inc. ("Soda"), the Group’s subsidiary, issued Series A-1 preferred shares to external investors, including an entity controlled by Softbank (Note 18) and Series A-2 preferred shares to the Group with an aggregate amount of US$134,000 and US$750,000, respectively.

Soda, through its subsidiaries and VIE, primarily engages in bike and e-bike sharing business. As of March 31, 2021, the Group held the majority of total equity interests on a fully diluted basis

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XIAOJU KUAIZHI INC.

NOTES TO UNAUDITED INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(In thousands, except for share and par value)

16 Convertible redeemable non-controlling interest and convertible non-controlling interests (Continued)

made up of a combination of ordinary and preferred shares and the majority of board seats in Soda.

The rights, preferences and privileges of the Soda's holders of preferred shares are as follows:

Redemption right

A Soda Series A-1 preferred shareholder has a redemption right over those shares under certain exit events within certain periods or upon the third anniversary of the closing of Soda A-1 preferred shares, subject to certain exceptions. The Company is obligated to repurchase the preferred shares of Soda at the time of applicable exit events with cash consideration and/or the shares of the Company for the Series A-1 preferred shareholder, with the amount of cash and/or shares to be determined according to pre-agreed pricing formula.

Other Soda Series A-1 preferred shareholders have a redemption right over those Series A-1 preferred shares in cash at a purchase price to be determined according to pre-agreed pricing formula under certain exit events within certain periods, subject to certain exceptions.

Liquidation rights

In the event of any liquidation, the holders of Soda Preferred Shares have preference over holders of ordinary shares. Upon liquidation, Soda's assets available for distribution among the investors shall first be paid to Soda preferred shareholders at the amount equal to the original issue price plus all declared but unpaid dividends up to the date of liquidation. The remaining assets of Soda shall all be distributed to all of its shareholders ratably; provided that, if the liquidation proceeds exceeds the then Post-Closing Valuation, the holders of Soda Preferred shares shall waive their preference rights and Soda's assets available for distribution shall be distributed ratably among all of the shareholders of Soda on an as-converted basis.

• Financing transaction of Voyager Group Inc.

During the year of 2020, Voyager Group Inc. ("Voyager"), the Group's subsidiary, issued Series A preferred shares with an aggregate amount of US$525,000, of which US$340,000 was from external investors, including an entity controlled by Softbank (Note 18). During the three months ended March 31, 2021, Voyager issued Series B preferred shares with an aggregate amount of US$300,000 to external investors. Voyager, through its subsidiaries and VIE, primarily engages in the development and commercialization of autonomous vehicles. As of March 31, 2021, the Group held the majority of total equity interests on a fully diluted basis made up of a combination of ordinary and preferred shares and the majority of board seats in Voyager.

Redemption right

Certain Voyager preferred shareholders entered into certain share repurchase arrangements over those shares under applicable exit events. The Company may need to use its best efforts to procure Voyager to repurchase Voyager preferred shares held by the aforementioned preferred
16 Convertible redeemable non-controlling interest and convertible non-controlling interests (Continued)

shareholders subject to Voyager’s shareholders’ approval or shall repurchase Voyager preferred shares held by the aforementioned preferred shareholders by itself upon the occurrence of an applicable exit event.

Liquidation rights

In the event of any liquidation, the holders of Voyager preferred shares have preference over holders of ordinary shares. Upon liquidation, Voyager's assets available for distribution among the investors shall first be paid to Voyager preferred shareholders at the amount equal to the greater of (a) original issue price plus all declared but unpaid dividends; and (b) the amount as would have been payable if the preferred shares were converted into ordinary shares immediately prior to the date of liquidation. The remaining assets of Voyager shall all be distributed to its ordinary shareholders.

• Financing transaction of City Puzzle Holding Limited

For the three months ended March 31, 2021, City Puzzle Holding Limited ("City Puzzle"), the Group's subsidiary, issued Series A and Series A+ preferred shares with an aggregate amount of US$1,219,500, of which US$919,500 was from external investors. City Puzzle primarily engaged in providing intra-city freight services. As of March 31, 2021, the Group held the majority of total equity interests on a fully diluted basis made up of a combination of ordinary and preferred shares and the majority of board seats in City Puzzle.

Redemption right

The holders of City Puzzle preferred shares have redemption rights over those shares if City Puzzle has not consummated an IPO by the fifth anniversary of the date of the first Series A closing, subject to certain exceptions. The redemption price would be the amount of cash determined according to pre-agreed pricing formula.

Liquidation rights

In the event of any liquidation, the holders of City Puzzle preferred shares have preference over holders of ordinary shares. Upon liquidation, City Puzzle’s assets available for distribution among the investors shall first be paid to City Puzzle preferred shareholders at the amount equal to the greater of (a) original issue price plus all declared but unpaid dividends; (b) the amount as would have been payable if the preferred shares were converted into ordinary shares immediately prior to the date of liquidation. The remaining assets of City Puzzle shall all be distributed to its ordinary shareholders.

• Accounting for convertible redeemable non-controlling interests and convertible non-controlling interests

Convertible redeemable non-controlling interests represent preferred shares financing by subsidiaries of the Group from preferred shareholders. As the preferred shares could be redeemed
16 Convertible redeemable non-controlling interest and convertible non-controlling interests (Continued)

by such shareholders upon the occurrence of certain events that are not solely within the control of the Group, these preferred shares are accounted for as redeemable non-controlling interests. The Group accounts for the changes in accretion to the redemption value in accordance with ASC topic 480, Distinguishing Liabilities from Equity. The Group elects to use the effective interest method to account for the changes of redemption value over the period from the date of issuance to the earliest redemption date of the non-controlling interests. The Group determined that the redemption features embedded in the convertible redeemable non-controlling interests do not meet the definition of a derivative as they cannot be net settled. Therefore, such feature was not bifurcated from the mezzanine classified as non-controlling interests.

Convertible non-controlling interests represent preferred share financing by subsidiaries of the Group from preferred shareholders, which are contingently redeemable upon certain deemed liquidation events occurs. Such deemed liquidation events require the redemption of those preferred shares and cause them being classified outside of permanent equity.

Convertible redeemable non-controlling interest and convertible non-controlling interests consist of the following:

<table>
<thead>
<tr>
<th></th>
<th>Convertible redeemable non-controlling interests</th>
<th>Convertible non-controlling interests</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMB</td>
<td>RMB</td>
</tr>
<tr>
<td>Balance as of December 31, 2019</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Issuance of convertible redeemable non-controlling interests and convertible non-controlling interests, net of issuance costs</td>
<td>2,084,283</td>
<td>—</td>
</tr>
<tr>
<td>Accretion of convertible redeemable non-controlling interests to redemption value</td>
<td>19,500</td>
<td>—</td>
</tr>
<tr>
<td>Balance as of March 31, 2020</td>
<td>2,103,783</td>
<td>—</td>
</tr>
<tr>
<td>Balance as of December 31, 2020</td>
<td>3,345,265</td>
<td>99,851</td>
</tr>
<tr>
<td>Issuance of convertible redeemable non-controlling interests and convertible non-controlling interests, net of issuance costs</td>
<td>6,933,806</td>
<td>969,506</td>
</tr>
<tr>
<td>Accretion of convertible redeemable non-controlling interests to redemption value</td>
<td>89,972</td>
<td>—</td>
</tr>
<tr>
<td>Balance as of March 31, 2021</td>
<td>10,369,043</td>
<td>1,069,357</td>
</tr>
</tbody>
</table>

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### 17 Income (loss) per share

Basic income (loss) per share is computed using the weighted average number of the ordinary shares outstanding during the period. Diluted income (loss) per share is computed using the weighted average number of ordinary shares and potential dilutive ordinary shares outstanding during the period. The effects of all outstanding convertible preferred shares amounting to 933,349,567 shares, and share options, restricted shares and RSUs amounting to 25,785,704 shares were anti-dilutive and excluded from the computation of diluted loss per share for the three months ended March 31, 2020, on the weighted average basis, respectively.

Basic and diluted income (loss) per share for each of the periods presented are calculated as below:

<table>
<thead>
<tr>
<th>For the</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Three Months Ended</td>
<td>2020</td>
<td>2021</td>
</tr>
<tr>
<td>RMB</td>
<td>RMB</td>
<td></td>
</tr>
</tbody>
</table>

#### Income (loss) per share-Basic

**Numerator:**

- Net income (loss) attributable to Xiaoju Kuaizhi Inc. (3,962,269) 5,484,749
- Accretion of convertible redeemable non-controlling interests to redemption value (19,500) (89,972)
- Income allocation to participating preferred shares — (5,199,184)
- Net income (loss) attributable to ordinary shareholders of Xiaoju Kuaizhi Inc. (3,981,769) 195,593

**Denominator:**

- Weighted average number of ordinary shares used in calculating net income per share — Basic 102,817,039 108,897,917
- Net income (loss) per share attributable to ordinary shareholders — Basic (38.73) 1.80

#### Income (loss) per share-Diluted

**Numerator:**

- Net income (loss) attributable to ordinary shareholders of Xiaoju Kuaizhi Inc. (3,981,769) 195,593

**Denominator:**

- Weighted average number of ordinary shares used in calculating net income per share — Basic 102,817,039 108,897,917
- Adjustments for dilutive share options, restricted shares and RSUs — 40,622,320
- Weighted average number of ordinary shares used in calculating net income per share — Diluted 149,520,237
- Net income (loss) per share attributable to ordinary shareholders — Diluted (38.73) 1.31

* Vested restricted shares and RSUs are considered outstanding in the computation of basic and diluted income (loss) per share.
18 Related party transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operational decisions. Parties are also considered to be related if they are subject to common control. Related parties may be individuals or corporate entities.

Transactions with certain shareholders

The Group has commercial arrangements with two of the Group's shareholders in the ordinary course of business, namely Alibaba and its subsidiaries ("Alibaba Group"), and Tencent and its subsidiaries ("Tencent Group").

• Transactions with Alibaba Group

The Group has commercial arrangements with Alibaba Group primarily related to ride hailing and enterprise solutions service within the China Mobility segment. The ride hailing and enterprise solutions services provided to Alibaba Group are conducted on an arm's-length basis compared with similar unrelated parties. All the revenues generated from Alibaba Group accounted for less than 0.2% of total revenues for the three months ended March 31, 2020 and 2021, respectively.

The Group also has commercial arrangement with Alibaba Group primarily related to cloud communication services and information technology platform services. The costs and expenses related to these services that were provided by Alibaba Group accounted for less than 0.3% of the Group's total costs and expenses for the three months ended March 31, 2020 and 2021, respectively.

• Transactions with Tencent Group

The Group has commercial arrangements with Tencent Group primarily related to ride hailing and enterprise solutions services, as well as online advertising services. The services provided to Tencent Group are conducted on an arm's-length basis compared with similar unrelated parties. All the revenues generated from Tencent Group accounted for less than 0.1% of the Group's total revenues for the three months ended March 31, 2020 and 2021, respectively.

The Group also has commercial arrangements with Tencent Group primarily related to payment processing services, colocation services and cloud communication services. The costs and expenses related to these services that were provided by Tencent Group accounted for less than 0.7% of the Group's total costs and expenses for the three months ended March 31, 2020 and 2021, respectively.

Amounts due from Alibaba Group and Tencent Group related to the above services were RMB26,857 and RMB36,254 as of December 31, 2020 and March 31, 2021, respectively.

Amounts due to the Alibaba Group and Tencent Group related to the above services were RMB278,178 and RMB144,094 as of December 31, 2020 and March 31, 2021, respectively.
18 Related party transactions (Continued)

In addition, the Group has made certain financing transactions and an equity investment together with Softbank. The agreements for Softbank's investments in those financing transactions and the equity investment were conducted on fair value basis and are disclosed in Note 4, Note 10 and Note 16.

Transactions with directors and executive officers

The Group provided certain loans to directors and executive officers of the Group. As of December 31, 2020, and March 31, 2021, the aggregate outstanding balance of these loans was RMB65,306 and RMB44,385, respectively. The outstanding balance was fully repaid on May 7, 2021.

Transactions with Chengxin

The Group provided an interest-free non-trade short-term loan to Chengxin and the outstanding balance of the loan was RMB5,059,240 as of March 31, 2021, of which RMB3,000,000 was repaid in April 2021. The remaining outstanding balance is to be repaid by Chengxin shortly after the completion of Chengxin's financing transaction. The Group also has a commercial framework arrangement with Chengxin under which the Group agrees to provide a series of services including services for middle and back offices on actual cost basis. The amount of service fees earned from Chengxin was insignificant to the unaudited interim condensed consolidated financial statements for the three months ended March 31, 2021.

Transactions with other investees

Other than the transactions disclosed above or elsewhere in the unaudited interim condensed consolidated financial statements, the Group has commercial arrangements with certain of its investees to provide or receive technical support and other services. The amounts relating to these services provided or received represented less than 0.1% of the Group's revenues or total costs and expenses for the three months ended March 31, 2020 and 2021, respectively.

19 Commitments and contingencies

Contractual commitments

The Group has non-cancelable operating lease contractual commitments which are expected to commence in 2021. The operating lease commitments primarily consist of leases of offices, warehouses and data centers and are due within five years. The Group also has non-cancelable contractual commitments, which are related to capital contribution obligations and do not have contractual maturity dates. As of March 31, 2021, there were no material changes to its contractual commitments disclosed in the Group's audited consolidated financial statements for the year ended December 31, 2020.
19 Commitments and contingencies (Continued)

Litigation

From time to time, the Group is involved in claims and legal proceedings that arise in the ordinary course of business. Based on currently available information, the Group does not believe that the ultimate outcome of any unresolved matters, individually and in the aggregate, is reasonably possible to have a material adverse effect on the Group's financial position, results of operations or cash flows. However, litigation is subject to inherent uncertainties and the Group's view of these matters may change in the future. The Group records a liability when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. The Group reviews the need for any such liabilities on a regular basis.

20 Fair value measurement

Recurring

The following table sets forth the financial instruments, measured at fair value, by level within the fair value hierarchy as of December 31, 2020 and March 31, 2021, respectively.

<table>
<thead>
<tr>
<th>Items</th>
<th>December 31, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Quoted Prices in Active Markets for Identical Assets (Level 1)</td>
</tr>
<tr>
<td>Structured deposits*</td>
<td>3,588,170 RMB</td>
</tr>
<tr>
<td>Listed equity securities</td>
<td>572,963 RMB</td>
</tr>
<tr>
<td>Total</td>
<td>4,161,133 RMB</td>
</tr>
</tbody>
</table>

F-125
20 Fair value measurement (Continued)

When available, the Group uses quoted market prices to determine the fair value of assets and liabilities. If quoted market prices are not available, the Group will measure fair value using valuation techniques that use, when possible, current market-based or independently sourced market parameters, such as interest rates and currency rates. 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 unaudited interim condensed consolidated balance sheets at fair value on a recurring basis.

**Short-term investments**

To estimate the fair value of investments in short-term investments with variable interest rates indexed to the performance of underlying assets, since there are no quoted prices in active markets for the investment at the reporting date, the Group classifies the valuation techniques that use these inputs as Level 2 of fair value measurement.

**Listed equity securities**

The Group values its listed equity securities using quoted prices for the underlying securities in active markets, the Group classifies the valuation techniques that use these inputs as Level 1.

**Investments in Chengxin**

The Group applies fair value accounting to both equity investment and investment in Convertible Note (Level 3). The fair value of the Investments in Chengxin was determined by referencing the most recent financing transaction in preferred shares aforementioned in Note 4 and used as an input to an OPM. Other key inputs to the OPM were discount rates of 12% and 25%, volatility of 55% and time to liquidity of 5.0 years.
20 Fair value measurement (Continued)

Non-recurring

The Group measures equity investments without readily determinable fair values at fair value on a non-recurring basis when an impairment charge is to be recognized. As of December 31, 2020 and March 31, 2021, certain investments were measured using significant unobservable inputs (Level 3) and written down from their respective carrying values to fair values, considering the stage of development, the business plan, the financial condition, the sufficiency of funding and the operating performance of the investee companies, with impairment charges incurred and recorded in earnings for the periods then ended. The Group recognized impairment charges of RMB75,983 and nil for equity method investments, for the three months ended March 31, 2020 and 2021, respectively. The fair value of the privately held investments is valued based on the discounted cash flow model with unobservable inputs including the discount curve of market interest rate of 20%, or valued based on market approach with unobservable inputs including selection of comparable companies and multiples and estimated discount for lack of marketability.

The Group's non-financial assets, such as intangible assets, goodwill and property and equipment, would be measured at fair value only if they were determined to be impaired. The Group reviews the long-lived assets and identifiable intangible assets other than goodwill for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. For the three months ended March 31, 2020 and 2021, the Group recognized RMB27,668 and RMB31,512 of impairment loss on the long-lived assets based on management's assessment (Level 3).

In accordance with the Group policy to perform an impairment assessment of its goodwill on an annual basis as of the balance sheet date or when facts and circumstances warrant a review, the Group performs an impairment assessment on its goodwill of reporting units annually. The Group concluded that no write down was warranted for the three months ended March 31, 2020 and 2021, respectively.

21 Subsequent events

The Group evaluated subsequent events from March 31, 2021 through May 21, 2021, which is the date the unaudited interim condensed consolidated financial statements are available to be issued, and concluded that no subsequent events have occurred that would require recognition or disclosure in the unaudited interim condensed consolidated financial statements other than as discussed below.

On April 27, 2021, the Group completed its investment of 33.34% equity interests in Bank of Hangzhou Consumer Finance Co. Ltd ("Hangzhou Consumer Finance") for a total consideration of RMB1,366,240. The Group will account for the investment using the equity method as the Group has the ability to exercise significant influence over Hangzhou Consumer Finance.

In April 2021, the Company approved to reserve the maximum aggregate number of ordinary shares which may be issued pursuant to all awards under the Plan to 312,034,457 shares, of which
21 Subsequent events (Continued)

66,711,066 share options were granted to certain directors and executive officers with a nominal exercise price per share. The share options granted are subject to four-year or six-year graded vesting schedules.

In April 2021, the Company entered into a revolving credit facility agreement with certain banks, pursuant to which the Group may borrow up to US$1,600,000, with an accordion of up to a further US$400,000. The borrowings under this revolving facility will bear applicable interest rates at 1.00% plus LIBOR, subject to certain adjustments. The Company has not drawn down on the revolving credit facility as of the date of this report.
PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Cayman Islands law does not limit the extent to which a company’s articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences or committing a crime.

The post-offering memorandum and articles of association that we expect to adopt and to become effective immediately prior to the completion of this offering provide that each officer or director of our company shall be indemnified against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such director or officer, other than by reason of such person’s own dishonesty, willful default or fraud, in or about the conduct of our company’s business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such 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.

Pursuant to the indemnification agreements, the form of which is filed as Exhibit 10.2 to this registration statement, we agree to indemnify our directors and executive officers against certain liabilities and expenses 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 will be filed as Exhibit 1.1 to this registration statement, will also provide for indemnification for us and our officers and directors for certain liabilities.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act") may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

ITEM 7. RECENT SALES OF UNREGISTERED SECURITIES.

During the past three years, we have issued the following securities (including options to acquire our ordinary shares). We believe that each of the following issuances was exempt from registration under the Securities Act pursuant to Section 4(a)(2) of the Securities Act regarding transactions not involving a public offering or in reliance on Regulation S under the Securities Act.

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regarding sales by an issuer in offshore transactions. No underwriters were involved in these issuances of securities.

<table>
<thead>
<tr>
<th>Securities/Purchaser</th>
<th>Date of Issuance</th>
<th>Number of Securities</th>
<th>Class of Securities</th>
<th>Consideration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tekne Private Ventures II Master</td>
<td>January 11, 2018</td>
<td>137,438</td>
<td>Series B-2 preferred shares</td>
<td>US$7,000,006</td>
</tr>
<tr>
<td>SB Investment Holdings (UK) Limited</td>
<td>January 11, 2018</td>
<td>72,195,932</td>
<td>Series B-2 preferred shares</td>
<td>US$3,677,090,449</td>
</tr>
<tr>
<td>Oppenheimer Developing Markets Fund PAC Ent Fund Designated Activity Company</td>
<td>January 12, 2018</td>
<td>981,699</td>
<td>Series B-2 preferred shares</td>
<td>US$49,999,992</td>
</tr>
<tr>
<td>Paulson Investment Company I LP</td>
<td>January 22, 2018</td>
<td>122,909</td>
<td>Series B-2 preferred shares</td>
<td>US$6,260,013</td>
</tr>
<tr>
<td>Amwal-Didi</td>
<td>February 2, 2018</td>
<td>137,438</td>
<td>Series B-2 preferred shares</td>
<td>US$7,000,006</td>
</tr>
<tr>
<td>AME Cloud Services, LLC</td>
<td>February 3, 2018</td>
<td>72,924</td>
<td>Ordinary shares</td>
<td>Nominal price</td>
</tr>
<tr>
<td>Oriental Holding Investment Limited</td>
<td>February 14, 2018</td>
<td>8,006,675</td>
<td>Ordinary shares</td>
<td>Nominal price</td>
</tr>
<tr>
<td>LionHead Holdings III L.P.</td>
<td>February 15, 2018</td>
<td>590,001</td>
<td>Series B-2 preferred shares</td>
<td>US$30,049,990</td>
</tr>
<tr>
<td>LionHead Holdings III L.P.</td>
<td>March 8, 2018</td>
<td>137,438</td>
<td>Series B-2 preferred shares</td>
<td>US$7,000,006</td>
</tr>
<tr>
<td>Silver Lake Kraftwerk Fund Cayman, L.P.</td>
<td>March 14, 2018</td>
<td>143,809</td>
<td>Series B-2 preferred shares</td>
<td>US$7,324,494</td>
</tr>
<tr>
<td>Silver Lake Technology Investors Kraftwerk Cayman, L.P.</td>
<td>March 14, 2018</td>
<td>3,446</td>
<td>Series B-2 preferred shares</td>
<td>US$175,512</td>
</tr>
<tr>
<td>Paulson Investment Company I LP</td>
<td>April 8, 2018</td>
<td>51,170</td>
<td>Series B-2 preferred shares</td>
<td>US$2,606,233</td>
</tr>
<tr>
<td>Tekne Private Ventures II Master</td>
<td>June 21, 2018</td>
<td>78,536</td>
<td>Series B-2 preferred shares</td>
<td>US$4,000,003</td>
</tr>
<tr>
<td>Booking Holdings Treasury Company</td>
<td>July 17, 2018</td>
<td>9,816,992</td>
<td>Series B-2 preferred shares</td>
<td>US$500,000,018</td>
</tr>
</tbody>
</table>
ITEM 8. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) Exhibits

See Exhibit Index beginning on page II-6 of this registration statement.

The agreements included as exhibits to this registration statement contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties were made solely for the benefit of the other parties to the applicable agreement and (i) were not intended to be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate; (ii) may have been qualified in such agreement by disclosure that was made to the other party in connection with the negotiation of the applicable agreement; (iii) may apply contract standards of “materiality” that are different from “materiality” under the applicable securities laws; and (iv) were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement.

We acknowledge that, notwithstanding the inclusion of the foregoing cautionary statements, we are responsible for considering whether additional specific disclosure of material information regarding material contractual provisions is required to make the statements in this registration statement not misleading.

(b) Financial Statement Schedules

Schedules have been omitted because the information required to be set forth therein is not applicable or is shown in the Consolidated Financial Statements or the Notes thereto.
ITEM 9.  UNDERTAKINGS.

The undersigned registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in Item 6, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) For the purpose of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(4) For the purpose of determining any liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in an offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

   (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.
<table>
<thead>
<tr>
<th>Exhibit Number</th>
<th>Description of Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1*</td>
<td>Form of Underwriting Agreement</td>
</tr>
<tr>
<td>3.1</td>
<td>Tenth Amended and Restated Memorandum and Articles of Association of the Registrant, as currently in effect</td>
</tr>
<tr>
<td>3.2*</td>
<td>Form of Eleventh Amended and Restated Memorandum and Articles of Association of the Registrant, as effective upon the completion of this offering</td>
</tr>
<tr>
<td>4.1*</td>
<td>Registrant's Specimen American Depositary Receipt (included in Exhibit 4.3)</td>
</tr>
<tr>
<td>4.2*</td>
<td>Registrant's Specimen Certificate for Class A ordinary shares</td>
</tr>
<tr>
<td>4.3*</td>
<td>Form of Deposit Agreement, among the Registrant, the depositary and holders and beneficial owners of the American Depositary Receipts issued thereunder</td>
</tr>
<tr>
<td>4.4</td>
<td>Amended and Restated Shareholders Agreement of Xiaoju Kuaizhi Inc., dated as of August 9, 2019, between the Registrant and the holders of the Registrant's ordinary and preferred shares named therein</td>
</tr>
<tr>
<td>5.1*</td>
<td>Opinion of Maples and Calder (Hong Kong) LLP regarding the validity of the Class A ordinary shares being registered</td>
</tr>
<tr>
<td>8.1*</td>
<td>Opinion of Maples and Calder (Hong Kong) LLP regarding certain Cayman Islands tax matters (included in Exhibit 5.1)</td>
</tr>
<tr>
<td>8.2</td>
<td>Opinion of Fangda Partners regarding certain PRC tax matters (included in Exhibit 99.2)</td>
</tr>
<tr>
<td>10.1</td>
<td>2017 Equity Incentive Plan, as amended</td>
</tr>
<tr>
<td>10.2</td>
<td>Form of Indemnification Agreement between the Registrant and its directors and executive officers</td>
</tr>
<tr>
<td>10.3</td>
<td>Form of Employment Agreement between the Registrant and its executive officers</td>
</tr>
<tr>
<td>10.4</td>
<td>Exclusive Business Cooperation Agreement between Beijing Didi and Xiaoju Technology, effective from May 6, 2013</td>
</tr>
<tr>
<td>10.5</td>
<td>Executed form of Exclusive Option Agreement among Beijing Didi, Xiaoju Technology and each of the shareholders of Xiaoju Technology, respectively, effective from March 11, 2016</td>
</tr>
<tr>
<td>10.6</td>
<td>Executed form of Share Pledge Agreement among Beijing Didi, Xiaoju Technology and certain of the shareholders of Xiaoju Technology, effective from May 6, 2013 and, with respect to certain other shareholders of Xiaoju Technology, effective from May 26, 2015</td>
</tr>
<tr>
<td>10.7</td>
<td>Executed form of Power of Attorney by each of the shareholders of Xiaoju Technology, as currently in effect</td>
</tr>
<tr>
<td>10.8</td>
<td>Executed form of Spousal Consent between Beijing Didi and each of the shareholders of Xiaoju Technology, respectively, as currently in effect</td>
</tr>
<tr>
<td>10.9</td>
<td>Revolving Facility Agreement, dated April 12, 2021, by and among the Registrant, the Arrangers party thereto, the Original Lenders party thereto and the Agent party thereto</td>
</tr>
</tbody>
</table>
Table of Contents


10.11 Series A-2 Convertible Note Purchase Agreement, dated March 1, 2021, by and among Chengxin Technology Inc., the Warrantors party thereto and Holly Universal Limited

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 Maples and Calder (Hong Kong) LLP (included in Exhibit 5.1)

23.3 Consent of Fangda Partners (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 Fangda Partners regarding certain PRC law matters

99.3 Consent of China Insights Industry Consultancy Limited

99.4 Consent of iResearch Consulting Group

* To be filed by amendment.
SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Beijing, China, on June 10, 2021.

Xiaoju Kuaizhi Inc.

By: /s/ WILL WEI CHENG

______________________________________________________________
Name: Will Wei Cheng
Title: Chairman of the Board of Directors
       and Chief Executive Officer

II-8
POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Will Wei Cheng, Jean Qing Liu and Stephen Jingshi Zhu as attorneys-in-fact with full power of substitution, for him or her in any and all capacities, to do any and all acts and all things and to execute any and all instruments which said attorney and agent may deem necessary or desirable to enable the registrant to comply with the Securities Act of 1933, as amended (the "Securities Act"), and any rules, regulations and requirements of the Securities and Exchange Commission thereunder, in connection with the registration under the Securities Act of Class A ordinary shares of the registrant (the "Shares"), including, without limitation, the power and authority to sign the name of each of the undersigned in the capacities indicated below to the Registration Statement on Form F-1 (the "Registration Statement") to be filed with the Securities and Exchange Commission with respect to such Shares, to any and all amendments or supplements to such Registration Statement, whether such amendments or supplements are filed before or after the effective date of such Registration Statement, to any related Registration Statement filed pursuant to Rule 462(b) under the Securities Act, and to any and all instruments or documents filed as part of or in connection with such Registration Statement or any and all amendments thereto, whether such amendments are filed before or after the effective date of such Registration Statement; and each of the undersigned hereby ratifies and confirms all that such attorney and agent shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>/s/ WILL WEI CHENG</td>
<td>Chairman of the Board of Directors and Chief Executive Officer (principal executive officer)</td>
<td>June 10, 2021</td>
</tr>
<tr>
<td>Name: Will Wei Cheng</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ JEAN QING LIU</td>
<td>Director and President</td>
<td>June 10, 2021</td>
</tr>
<tr>
<td>Name: Jean Qing Liu</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ STEPHEN JINGSHI ZHU</td>
<td>Director, Senior Vice President and Chief Executive Officer of International Business Group</td>
<td>June 10, 2021</td>
</tr>
<tr>
<td>Name: Stephen Jingshi Zhu</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ ZHIYI CHEN</td>
<td>Director</td>
<td>June 10, 2021</td>
</tr>
<tr>
<td>Name: Zhiyi Chen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ MARTIN CHI PING LAU</td>
<td>Director</td>
<td>June 10, 2021</td>
</tr>
<tr>
<td>Name: Martin Chi Ping Lau</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ KENTARO MATSUI</td>
<td>Director</td>
<td>June 10, 2021</td>
</tr>
<tr>
<td>Name: Kentaro Matsui</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ ADRIAN PERICA</td>
<td>Director</td>
<td>June 10, 2021</td>
</tr>
<tr>
<td>Name: Adrian Perica</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ DANIEL YONG ZHANG</td>
<td>Director</td>
<td>June 10, 2021</td>
</tr>
<tr>
<td>Name: Daniel Yong Zhang</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ ALAN YUE ZHUO</td>
<td>Chief Financial Officer (principal financial and accounting officer)</td>
<td>June 10, 2021</td>
</tr>
<tr>
<td>Name: Alan Yue Zhuo</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II-9</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 Xiaoju Kuaizhi Inc., has signed this registration statement or amendment thereto in New York on June 10, 2021.

Authorized U.S. Representative
Cogency Global Inc.

By:  /s/ COLLEEN A. DE VRIES

Name:  Colleen A. De Vries
Title:  Senior Vice-President

II-10
THE COMPANIES LAW (AS AMENDED)

OF THE CAYMAN ISLANDS

COMPANY LIMITED BY SHARES

TENTH AMENDED AND RESTATED

MEMORANDUM AND ARTICLES

OF

ASSOCIATION

OF

XIAOJU KUAIZHI INC.

(adopted by a special resolution passed on July 16, 2019

with effect from August 9, 2019)
1. The name of the Company is Xiaoju Kuaizhi Inc.

2. The Registered Office of the Company shall be at the offices of Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, P. O. Box 10240, Grand Cayman KY1-1002, Cayman Islands, or at such other place as the Directors may from time to time decide.

3. The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the Companies Law (As Amended) or as the same may be revised from time to time, or any other law of the Cayman Islands.

4. The liability of each Member is limited to the amount from time to time unpaid on such Member’s Shares.

5. The authorized share capital of the Company is US$50,000 divided into (i) 1,617,583,821 Ordinary Shares of par value US$0.00002 each, (ii) 12,180,250 Series A-1 Preferred Shares of par value US$0.00002, (iii) 9,145,501 Series A-2 Preferred Shares of par value US$0.00002, (iv) 10,668,684 Series A-3 Preferred Shares of par value US$0.00002 each, (v) 33,711,135 Series A-4 Preferred Shares of par value US$0.00002 each, (vi) 21,161,516 Series A-5 Preferred Shares of par value US$0.00002 each, (vii) 41,028,543 Series A-6 Preferred Shares of par value US$0.00002, (viii) 20,000,000 Series A-7 Preferred Shares of par value US$0.00002, (ix) 19,472,617 Series A-8 Preferred Shares of par value US$0.00002 each, (x) 4,868,156 Series A-9 Preferred Shares of par value US$0.00002 each, (xi) 24,340,774 Series A-10 Preferred Shares of par value US$0.00002 each, (xii) 27,045,302 Series A-11 Preferred Shares of par value US$0.00002 each, (xiii) 14,401,625 Series A-12 Preferred Shares of par value US$0.00002 each, (xiv) 20,915,034 Series A-13 Preferred Shares of par value US$0.00002 each, (xv) 17,777,778 Series A-14 Preferred Shares of par value US$0.00002 each, (xvi) 54,592,596 Series A-15 Preferred Shares of par value US$0.00002 each, (xvii) 12,756,674 Series A-16 Preferred Shares of par value US$0.00002 each, (xviii) 116,676,790 Series A-17 Preferred Shares of par value US$0.00002 each, (xix) 117,717,535 Series A-18 Preferred Shares of par value US$0.00002 each, (xx) 58,530,879 Series B-1 Preferred Shares of par value US$0.00002 each, and (xxi) 245,424,790 Series B-2 Preferred Shares of par value US$0.00002 each.
6. If the Company is registered as exempted, its operations will be carried on subject to the provisions of Section 174 of the Companies Law (As Amended) and, subject to the provisions of the Companies Law (As Amended) and the Articles of Association, it shall have the power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

7. Capitalised terms that are not defined in this Memorandum of Association bear the same meaning as those given in the Articles of Association of the Company.
1. In these Articles Table A in the First Schedule to the Statute does not apply and, unless there is something in the subject or context inconsistent therewith:

“Action” shall have the meaning set forth in Article 8.5(E)(1)(a) hereof.

“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. In the case of a holder of Preferred Shares, the term “Affiliate” also includes (v) any of such Investor’s general partners, (w) the fund manager managing or advising such Investor (and general partners and officers thereof) and other funds managed or advised by such fund manager, (x) trusts controlled by or for the benefit of any such Person referred to in (v) or (w), and (y) any fund or holding company formed for investment purposes that is promoted, sponsored, managed, advised or serviced by such Investor. For the avoidance of doubt, Alibaba and SoftBank shall not be deemed to be an Affiliate of each other hereunder. Notwithstanding anything to the contrary in these Articles, in respect of Temasek, “Affiliate” means (i) Temasek Holdings; and (ii) Temasek Holding’s direct and indirect wholly owned companies whose boards of directors or equivalent governing bodies comprise solely nominees or employees of (a) Temasek Holdings; (b) Temasek Pte Ltd (being a wholly owned subsidiary of Temasek Holdings); and/or (c) wholly owned direct and indirect subsidiaries of Temasek Pte Ltd. For the avoidance of doubt and notwithstanding anything to the contrary in these Articles, Temasek shall not be deemed to be an “Affiliate” of any Person unless such Person would be an “Affiliate” of Temasek under this definition. For the avoidance of doubt and notwithstanding anything to the contrary in these Articles, in respect of Uber CV, no shareholder of UTI (nor any Affiliates of such shareholder) shall be deemed to be an Affiliate of Uber CV if (x) such shareholder was not within the period 365 days prior to the date of these Articles, and is not, an executive or employee of UTI or any of its Affiliates, and (y) such shareholder together with its Affiliates beneficially owns and Controls less than 20% of the total voting power of UTI; provided, that in no event shall Benchmark Capital Partners VII, L.P. or any of its Affiliates be deemed to be an Affiliate of UTI, so as long as Benchmark Capital Partners VII, L.P. together with its Affiliates beneficially owns and Controls less than 50% of the total voting power of UTI.
“Alibaba” shall have the meaning set forth in the Shareholders Agreement.

“Alibaba Specific Competitor” shall have the meaning set forth in the Shareholders Agreement.

“Ant Financial” shall have the meaning set forth in the Shareholders Agreement.

“Apple” shall have the meaning set forth in the Shareholders Agreement.

“Appraiser” shall have the meaning set forth in Article 8.5(D)(2) hereof.

“Approved Sale” shall have the meaning set forth in Article 119.

“Articles” means these articles of association of the Company as originally formed or as from time to time altered by Special Resolution (and, if applicable, with approvals of holders of specific classes or series of Shares as required under these Articles).

“Auditor” means the Person for the time being performing the duties of auditor of the Company (if any).

“Automatic Conversion” shall have the meaning set forth in Article 8.3(C) hereof.

“Board” or “Board of Directors” means the board of directors of the Company.

“Business Day” means any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks are required or authorized by law to be closed in the PRC, the Hong Kong Special Administrative Region, the United States and the Cayman Islands.

“Captive Structure” shall have the meaning set forth in the Shareholders Agreement.

“Charter Documents” means, with respect to a particular legal entity, the articles of incorporation, certificate of incorporation, formation or registration (including, if applicable, certificates of change of name), memorandum of association, articles of association, bylaws, articles of organization, limited liability company agreement, trust deed, trust instrument, operating agreement, joint venture agreement, business license, or similar or other constitutive, governing, or charter documents, or equivalent documents, of such entity.

“CITIC PE” means CD Mobile Transport Limited.
“Claim Amount” shall have the meaning set forth in Article 8.5(A)(1) hereof.

“Closing” shall mean the most recent date of Closing pursuant to a Share Purchase Agreement for Series B-2 Preferred Shares.

“Company” means the above named company.

“Control” of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; provided, that such power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors of such Person. The terms “Controlled” and “Controlling” have meanings correlative to the foregoing.

“Control Documents” shall have the meaning set forth in the Shareholders Agreement.

“Conversion Shares” means Ordinary Shares issuable upon conversion of any Preferred Shares.

“Convertible Securities” shall have the meaning set forth in Article 8.3(E)(4)(a)(ii) hereof.

“Deemed Liquidation Event” means any of the following events:

1. any consolidation, amalgamation, scheme of arrangement or merger of any Group Company with or into any other Person or other reorganization in which the Members or shareholders of such Group Company own less than fifty percent (50%) of such Group Company’s voting power in the aggregate immediately after such consolidation, merger, amalgamation, scheme of arrangement, or reorganization, or any transaction or series of related transactions to which such Group Company is a party, in which in excess of fifty percent (50%) of such Group Company’s voting power is transferred, provided that the foregoing shall not include (a) a bona fide equity financing of any Group Company or (b) any transaction that does not otherwise require affirmative approval of the Company’s shareholders or the Directors under Article 8.4(B) below;

2. a sale, transfer, lease or other disposition of all or substantially all of the assets of the Group Companies taken as a whole (or any series of related transactions resulting in such sale, transfer, lease or other disposition of all or substantially all of the assets of the Group Companies taken as a whole);
the exclusive licensing of all or substantially all of the intellectual property of the Group Companies to a third party;

(4) any termination of, unapproved amendment to or material breach of any Control Documents or other contracts among the Group Companies and their shareholders which results in the loss of the Company’s Control over, and the ability to consolidate the financial statements of, the Didi Domestic Company or the Kuaidi Domestic Company.

“Didi Domestic Company” shall have the meaning set forth in the Shareholders Agreement.

“Didi Principal Holding Company” means Xiaocheng Investments Limited, a company incorporated under the laws of British Virgin Islands or its successor.

“Didi Principals” shall have the meaning set forth in the Shareholders Agreement.

“Director” means a director serving on the Board for the time being of the Company and shall include an alternate Director appointed in accordance with these Articles.

“Drag Holders” shall have the meaning set forth in Article 119.

“DST” means DST Global IV, L.P.

“Effective Per Share Voting Power” means (i) with respect to each Series B-1 Preferred Share, the number of votes exercisable by the holder thereof divided by the number of Ordinary Shares into which such Series B-1 Preferred Shares is convertible, and (ii) with respect to each share of any other Equity Securities, the number of votes exercisable by the holder thereof divided by the number of Ordinary Shares into which such share of other Equity Securities is convertible.

“Electronic Record” has the same meaning as given in the Electronic Transactions Law (2003 Revision).

“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 interests, equity interests, 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.
“Exempted Distribution” means (1) a dividend payable solely in Ordinary Shares, (2) the purchase, repurchase or redemption of Ordinary Shares by the Company at no more than cost from terminated employees, officers or consultants in accordance with the Share Incentive Plans, or pursuant to the exercise of a contractual right of first refusal held by the Company under the Right of First Refusal and Co-Sale Agreement, or pursuant to written contractual arrangements with the Company approved by the Board, (3) the purchase, repurchase or redemption of the Preferred Shares pursuant to these Articles (including in connection with the conversion of such Preferred Shares into Ordinary Shares), (4) the payment of dividends to the holders of the Preferred Shares in accordance with Article 8.1 hereof, and (5) the purchase, repurchase or redemption of any Preferred Share or Ordinary Share by the Company at a per share price that is not higher than the Series A-18 Issue Price, provided that the aggregate amount of such purchase, repurchase or redemption shall not exceed ten percent (10%) of the total proceeds received by the Company upon the consummation of issuance and sale of all Series A-18 Preferred Shares.

“Governmental Authority” 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 government authority, agency, department, board, commission or instrumentality of the PRC or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, any relevant stock exchange, and any self-regulatory organization.

“Group Company” shall have the meaning given to such term in the Share Purchase Agreements, and “Group” refers to all of the Group Companies collectively.

“Interested Director” shall have the meaning set forth in Article 82.

“Interested Transaction” shall have the meaning set forth in Article 82.

“Investor” shall have the meaning set forth in the Shareholders Agreement.

“Investor Directors” means the Strategic Investor Directors and the Preferred Directors.

“IPO” means the firm underwritten registered public offering by the Company of its Ordinary Shares pursuant to a Registration Statement that is filed with and declared effective by either the Securities Exchange Commission of the United States under the United States Securities Act of 1933, as amended, or another Governmental Authority or stock exchange for a public offering in a jurisdiction other than the United States.

“Key Employee” means the employees listed on Schedule D to the Shareholders Agreement.

“Kuaidi Domestic Company” shall have the meaning set forth in the Shareholders Agreement.

“Kuaidi Merger” means the merger of Travice Inc., an exempted company incorporated under the laws of the Cayman Islands, with and into the Company.

“Kuaidi Merger Effective Date” means February 11, 2015, the effective date of the Kuaidi Merger.
“Law” or “Laws” shall have the meaning set forth in the Shareholders Agreement.

“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.

“Majority Investor Directors” means any three (3) Investor Directors.

“Majority Preferred Holders” means the holders of at least a majority of the voting power of the outstanding Preferred Shares (voting as a separate class and on an as converted basis, pursuant to Article 8.4(A)).

“Management Director” shall have the meaning set forth in Article 63.

“Management Liquidity Agreement” means the Side Letter Agreement, dated February 9, 2015, by and among Travice Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands, the Company and the founders and certain other parties named therein.

“Member” has the same meaning as in the Statute.

“Memorandum” means the memorandum of association of the Company.

“New Securities” shall have the meaning set forth in Article 8.3(E)(4)(a)(iii).

“Offeror” shall have the meaning set forth in Article 119.

“Options” shall have the meaning set forth in Article 8.3(E)(4)(a)(i) hereof.

“Ordinary Resolution” means a resolution of a duly constituted general meeting of the Company passed by a simple majority of the votes cast by, or on behalf of, the Members entitled to vote present in person or by proxy and voting at the meeting, or a written resolution as provided in Article 41.

“Ordinary Share” means an ordinary share of US$0.00002 par value per share in the capital of the Company having the rights attaching to it as set out herein.

“Person” means any individual, sole proprietorship, partnership, limited partnership, limited liability company, firm, joint venture, estate, trust, unincorporated organization, association, corporation, institution, public benefit corporation, entity or governmental or regulatory authority or other enterprise or entity of any kind or nature.

“Post-Closing Valuation” means the sum of (i) US$23,000,000,000, (ii) the total proceeds received by the Company from the consummation of issuance and sale of all Series A-18 Preferred Shares, (iii) the aggregate amount of the Series B-1 Issue Price of all Series B-1 Preferred Shares issued pursuant to the Uber Merger Agreement and (iv) the total proceeds received by the Company from the consummation of issuance and sale of all Series B-2 Preferred Shares, exclusive of such amount of the total proceeds spent on repurchase of Equity Securities of the Company pursuant to the terms of the Share Purchase Agreements.
“PRC” means the People’s Republic of China, but solely for the purposes hereof excludes the Hong Kong Special Administrative Region, Macau Special Administrative Region and the island of Taiwan.

“Preferred Director” shall have the meaning set forth in Article 63.

“Preferred Liquidation” shall have the meaning set forth in Article 8.2(A)(1). Preference”

“Preferred Shares” means the Series B-2 Preferred Shares, the Series B-1 Preferred Shares, the Series A-18 Preferred Shares, Series A-17 Preferred Shares, the Series A-16 Preferred Shares, the Series A-15 Preferred Shares, the Series A-14 Preferred Shares, the Series A-13 Preferred Shares, the Series A-12 Preferred Shares, the Series A-11 Preferred Shares, the Series A-10 Preferred Shares, the Series A-9 Preferred Shares, the Series A-8 Preferred Shares, the Series A-7 Preferred Shares, the Series A-6 Preferred Shares, the Series A-5 Preferred Shares, the Series A-4 Preferred Shares, the Series A-3 Preferred Shares, the Series A-2 Preferred Shares, and the Series A-1 Preferred Shares.

“Preferred Share Conversion” shall have the meaning set forth in Article 8.3(A). Price”

“Preferred Share Issue Price” means, with respect to the Series B-2 Preferred Shares, the Series B-2 Issue Price, with respect to the Series B-1 Preferred Shares, the Series B-1 Issue Price, with respect to the Series A-18 Preferred Shares, the Series A-18 Issue Price, with respect to the Series A-17 Preferred Shares, the Series A-17 Issue Price, with respect to the Series A-16 Preferred Shares, the Series A-16 Issue Price, with respect to the Series A-15 Preferred Shares, the Series A-15 Issue Price, with respect to the Series A-14 Preferred Shares, the Series A-14 Issue Price, with respect to the Series A-13 Preferred Shares, the Series A-13 Issue Price, with respect to the Series A-12 Preferred Shares, the Series A-12 Issue Price, with respect to the Series A-11 Preferred Shares, the Series A-11 Issue Price, with respect to the Series A-10 Preferred Shares, the Series A-10 Issue Price, with respect to the Series A-9 Preferred Shares, the Series A-9 Issue Price, with respect to the Series A-8 Preferred Shares, the Series A-8 Issue Price, with respect to the Series A-7 Preferred Shares, the Series A-7 Issue Price, with respect to the Series A-6 Preferred Shares, the Series A-6 Issue Price, with respect to the Series A-5 Preferred Shares, the Series A-5 Issue Price, with respect to the Series A-4 Preferred Shares, the Series A-4 Issue Price, with respect to the Series A-3 Preferred Shares, the Series A-3 Issue Price, with respect to the Series A-2 Preferred Shares, the Series A-2 Issue Price and with respect to the Series A-1 Preferred Shares, the Series A-1 Issue Price.
“Qualified IPO” means a firm commitment underwritten public offering of the Ordinary Shares (or depositary receipts or depositary shares therefor) in the United States pursuant to an effective Registration Statement (as defined in the Shareholders Agreement) under the United States Securities Act of 1933, as amended, with an equity valuation of the Company immediately prior to such public offering of no less than the Post-Closing Valuation and such offering results in gross proceeds to the Company of greater than US$100,000,000, or in a public offering of the Ordinary Shares in another internationally recognized securities exchange which results in the Ordinary Shares trading publicly on a recognized international securities exchange approved by the Board (with consents from (i) at least three (3) Investor Directors and (ii) in case such securities exchange is the Hong Kong Stock Exchange, Temasek), so long as the equity valuation of the Company immediately prior to such public offering is no less than the Post-Closing Valuation and such offering results in gross proceeds to the Company of greater than US$100,000,000.

“Register of Members” means the register maintained in accordance with the Statute and includes (except where otherwise stated) any duplicate Register of Members.

“Registered Office” means the registered office for the time being of the Company.

“Related Party” means any Affiliate, officer, director, supervisory board member, or holder of any Equity Security of any Group Company, and any Affiliate of any of the foregoing.

“Right of First Refusal and Co-Sale Agreement” means the Amended and Restated Right of First Refusal and Co-Sale Agreement, dated April 28, 2017 among the Company and certain other parties named therein, as amended from time to time.

“SAFE” means the State Administration of Foreign Exchange of the PRC.

“SAFE Rules and Regulations” means collectively, the Notice on Relevant Issues Concerning Foreign Exchange Administration for Domestic Residents to Engage in Overseas Investment and Financing and Round Trip Investment via Special Purpose Companies issued by SAFE on July 4, 2014 and as amended and supplemented from time to time and any other applicable SAFE rules and regulations.

“Sale Notice” shall have the meaning set forth in Article 119.

“Seal” means the common seal of the Company and includes every duplicate seal.

“Series A-1 Issue Price” means US$0.08204199, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series A-1 Preferred Shares after the date hereof.

“Series A-1 Preferred Share” means the Series A-1 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-2 Issue Price” means US$0.43737315, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series A-2 Preferred Shares after the date hereof.

“Series A-2 Preferred Share” means the Series A-2 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-3 Issue Price” means US$0.43737315, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series A-3 Preferred Shares after the date hereof.

“Series A-3 Preferred Share” means the Series A-3 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-4 Issue Price” means US$3.29268039, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series A-4 Preferred Shares after the date hereof.

“Series A-4 Preferred Share” means the Series A-4 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-5 Issue Price” means US$7.08833940, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series A-5 Preferred Shares after the date hereof.

“Series A-5 Preferred Share” means the Series A-5 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-6 Issue Price” means US$14.62396564, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series A-6 Preferred Shares after the date hereof.
“Series A-6 Preferred Share” means the Series A-6 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-6 Issue Price” means US$0.00800000, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series A-7 Preferred Shares after the date hereof.

“Series A-7 Preferred Share” means the Series A-7 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-7 Issue Price” means US$0.10270000, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series A-8 Preferred Shares after the date hereof.
“Series A-8 Preferred Share” means the Series A-8 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-9 Issue Price” means US$0.61620000, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series A-9 Preferred Shares after the date hereof.

“Series A-9 Preferred Share” means the Series A-9 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-10 Issue Price” means US$0.61620000, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series A-10 Preferred Shares after the date hereof.

“Series A-10 Preferred Share” means the Series A-10 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-11 Issue Price” means US$2.21850000, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series A-11 Preferred Shares after the date hereof.

“Series A-11 Preferred Share” means the Series A-11 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-11 Warrant” shall have the meaning set forth in Article 8.3(E)(4)(a)(iii).

“Series A-12 Issue Price” means US$2.46500000, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series A-12 Preferred Shares after the date hereof.

“Series A-12 Preferred Share” means the Series A-12 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-13 Issue Price” means US$3.82500000, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series A-13 Preferred Shares after the date hereof.

“Series A-13 Preferred Share” means the Series A-13 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-14 Issue Price” means US$7.31250000, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series A-14 Preferred Shares after the date hereof.
“Series A-14 Preferred Share” means the Series A-14 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-15 Issue Price” means US$12.27270000, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series A-15 Preferred Shares after the date hereof.

“Series A-15 Preferred Share” means the Series A-15 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-16 Issue Price” means US$18.97046, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series A-16 Preferred Shares after the date hereof.

“Series A-16 Preferred Share” means the Series A-16 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-17 Issue Price” means US$27.4262, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series A-17 Preferred Shares after the date hereof.

“Series A-17 Preferred Share” means the Series A-17 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-18 Issue Price” means US$38.2271, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series A-18 Preferred Shares after the date hereof.

“Series A-18 Preferred Share” means the Series A-18 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series B-1 Issue Price” means US$114.6813, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series B-1 Preferred Shares after the date hereof.

“Series B-1 Preferred Share” means the Series B-1 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series B-2 Issue Price” means US$50.9321, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Series B-2 Preferred Shares after the date hereof.
“Series B-2 Preferred Share” means the Series B-2 Preferred Share of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Share” and “Shares” means a share or shares in the capital of the Company and includes a fraction of a share.

“Share Incentive Plans” means one or more duly adopted employee share incentive plan or other similar plans of the Company from time to time.

“Share Purchase Agreement” means the various Series B-2 Preferred Share Purchase Agreements by and among the Company and the other parties thereto.

“Share Restriction Agreements” means the Fourth Amended and Restated Share Restriction Agreement, dated as of December 9, 2014, by and among the Company, CHENG Wei and the other parties named therein and the Amended and Restated Share Restriction Agreement, dated as of December 9, 2014, by and among the Company, Zhang Bo and the other parties named therein.

“Share Sale” means a transaction or series of related transactions in which a Person, or a group of related Persons, acquires any Equity Securities of the Company such that, immediately after such transaction or series of related transactions, such Person or group of related Persons holds Equity Securities of the Company representing more than fifty percent (50%) of the outstanding voting power of the Company.

“Shareholder” shall have the meaning set forth in the Shareholders Agreement.

“Shareholders Agreement” means the Amended and Restated Shareholders Agreement, dated August 9, 2019 among the Company and certain other parties named therein, as amended from time to time.

“Special Resolution” has the same meaning as in the Statute and includes a unanimous written resolution of all Members entitled to vote and expressed to be a special resolution.

“SoftBank” Hayate Corporation and its Affiliates.

“Statute” means the Companies Law of the Cayman Islands as amended and every statutory modification or re-enactment thereof for the time being in effect.

“Strategic Investor Director” shall have the meaning set forth in Article 63.

“Strategic Investor” shall have the meaning set forth in the Shareholders Agreement.

“Subsidiary” means, with respect to any given Person, any other Person that is Controlled directly or indirectly by such given Person.

“Supermajority Preferred Holders” means the holders of at least sixty five percent (65%) of the voting power of the outstanding Preferred Shares (voting as a separate class and on an as converted basis, pursuant to Article 8.4(A));
“Supermajority Series A-15 Holders” means the holders of at least seventy five (75%) of the voting power of the issued and outstanding Series A-15 Preferred Shares (voting as a separate class and on an as converted basis), provided that such threshold shall be deemed not to be met if (x) any Investor holding at least US$85,000,000 (based on the issue price for each Series A-15 Preferred Share) of Series A-15 Preferred Shares and (y) at least one additional Investor holding at least US$20,000,000 (based on the issue price for each Series A-15 Preferred Share) of Series A-15 Preferred Shares, do not vote for, approve, consent to or take such other action, as applicable, with regard to the relevant matter.

“Temasek” means ESTA INVESTMENTS PTE. LTD.

“Temasek Holdings” means Temasek Holdings (Private) Limited.

“Tencent” shall have the meaning set forth in the Shareholders Agreement.

“Tencent Specific Competitor” shall have the meaning set forth in the Shareholders Agreement.

“Trade Sale” shall have the meaning set forth in Article 119.

“Transaction Documents” shall have the meaning set forth in the Shareholders Agreement.

“Transfer” shall have the meaning set forth in the Right of First Refusal and Co-Sale Agreement.

“Treasury Share” means a Share held in the name of the Company as a treasury share in accordance with the Statute.

“Uber China” shall have the meaning set forth in the Shareholders Agreement.

“Uber CV” shall have the meaning set forth in the Shareholders Agreement.

“Uber Merger” means the merger of Uber China with and into the Uber Merger Sub, a wholly-owned subsidiary of the Company, with Uber Merger Sub continuing as the surviving company after the merger.

“Uber Merger Agreement” means the agreement and plan of merger dated August 1, 2016 by and among the Company, UTI, Uber China and Uber Merger Sub.

“Uber Merger Sub” shall have the meaning set forth in the Shareholders Agreement.

“Uber Voting Proxy” means an irrevocable voting proxy executed and delivered by Uber CV on August 1, 2016.

“United States” or “US” shall have the meaning set forth in the Shareholders Agreement.

“Uber Voting Undertaking” means a voting undertaking executed and delivered by Uber CV on August 1, 2016.

“UTI” shall have the meaning set forth in the Shareholders Agreement.
2. In the Articles:

2.1 words importing the singular number include the plural number and vice-versa;

2.2 words importing the masculine gender include the feminine gender;

2.3 “written” and “in writing” include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record;

2.4 references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced from time to time;

2.5 any phrase introduced by the terms “including,” “include,” “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

2.6 the term “voting power” refers to the number of votes attributable to the Shares (on an as converted basis) in accordance with the terms of the Memorandum and Articles;

2.7 the term “or” is not exclusive;

2.8 the term “including” will be deemed to be followed by, “but not limited to”;

2.9 the terms “shall”, “will”, and “agrees” are mandatory, and the term “may” is permissive;

2.10 the term “day” means “calendar day”, and “month” means calendar month and “year” means calendar year;

2.11 the phrase “directly or indirectly” means directly, or indirectly through one or more intermediate Persons or through contractual or other arrangements, and “direct or indirect” has the correlative meaning;

2.12 references to any documents shall be construed as references to such document as the same may be amended, supplemented or novated from time to time;

2.13 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

2.14 headings are inserted for reference only and shall be ignored in construing these Articles.

3. For the avoidance of doubt, each other Article herein is subject to the provisions of Article 8, and, subject to the requirements of the Statute, in the event of any conflict, the provisions of Article 8 shall prevail over any other Article herein.

COMMENCEMENT OF BUSINESS

4. The business of the Company may be commenced as soon after incorporation as the Directors shall see fit notwithstanding that any part of the Shares may not have been allotted. The Company shall have perpetual existence until wound up or struck off in accordance with the Statute and these Articles.

5. The Directors may pay, out of the capital or any other monies of the Company, all expenses incurred in or about the formation and establishment of the Company, including the expenses of registration.
6. Subject to the provisions, if any, in the Memorandum (and to any direction that may be given by the Company in a general meeting) and to the provisions of Articles 8 and 9 and without prejudice to any rights, preferences and privileges attached to any existing Shares, (a) the Directors may allot, issue, grant options or warrants over or otherwise dispose of two classes of Shares to be designated, respectively, as Ordinary Shares and Preferred Shares; (b) the Preferred Shares may be allotted and issued from time to time in one or more series (or tranches within a series), provided that (x) any further issuance of Series B-1 Preferred Shares shall require the prior consent of holders of a majority in interest of such Series B-1 Preferred Shares and (y) that any further issuance of Series B-2 Preferred Shares (excluding issuance of Series B-2 Preferred Shares up to the number authorized under these Articles) shall require the prior consent of holders of a majority in interest of such Series B-2 Preferred Shares; and (c) the series of Preferred Shares (and sub-series of any tranche) shall be designated prior to their allotment and issue. In the event that any Preferred Shares shall be converted pursuant to Article 8.3 hereof, the Preferred Shares so converted shall be cancelled and shall not be re-issuable by the Company. The Directors may, if any Treasury Share (whether Ordinary Shares or Preferred Shares of any class or series) is canceled in accordance with Article 17, determine to allot and issue the same number of Ordinary Shares for any purposes on such terms as they think proper (including, without limitation, at par), in accordance with this Article 6.

7. The Company shall not issue Shares to bearer.

PREFERRED SHARES

8. Certain rights, preferences and privileges of the Preferred Shares are as follows:

8.1 Dividends Rights.

A. Preference.

Each holder of any Preferred Shares shall be entitled to receive non-cumulative dividends, when, as and if declared by the Board, at a simple rate of eight percent (8%) of the applicable Preferred Share Issue Price (as adjusted for any share splits, share dividends, combinations, recapitalizations or similar transactions) per annum, for each Preferred Share held by such holder, payable out of funds or assets when and as such funds or assets become legally available therefor on parity with each other in proportion to the amount accrued, prior and in preference to, and satisfied before, any dividend on the Ordinary Shares (except for applicable Exempted Distributions). Such dividends shall be payable only when, as, and if declared by the Board of Directors.

B. Restrictions: Participation.

No dividend or distribution, whether in cash, in property, or in any other shares of the Company, shall be declared, paid, set aside or made with respect to the Ordinary Shares (other than dividends or distributions declared, paid, set aside or made in an Exempted Distribution) at any time unless (i) all accrued but unpaid dividends on the Preferred Shares set forth in Article 8.1(A) have been paid in full, and (ii) in addition to the dividend declared and paid in accordance with Article 8.1(A), a dividend or distribution is likewise declared, paid, set aside or made, respectively, at the same time with respect to each of the outstanding Preferred Shares such that the dividend or distribution declared, paid, set aside or made to the holder thereof shall be equal to the dividend or distribution that such holder would have received pursuant to this Article 8.1(B) if such Preferred Shares had been converted into Ordinary Shares immediately prior to the record date for such dividend or distribution, or if no such record date is established, the date such dividend or distribution is made.
8.2 **Liquidation Rights.**

A. **Liquidation Preferences.** In the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, all assets and funds of the Company legally available for distribution to the Members (after satisfaction of all creditors’ claims and claims that may be preferred by law) shall be distributed to the Members of the Company as follows:

1. Subject to Article 8.2(A)(3) below, first, the holders of the Preferred Shares shall be entitled to receive for each Preferred Share held by such holder, on parity with each other and prior and in preference to any distribution of any of the assets or funds of the Company to the holders of the Ordinary Shares by reason of their ownership of such shares, the amount equal to one hundred percent (100%) of the Series B-2 Issue Price with respect to each Series B-2 Preferred Share, the amount equal to one hundred percent (100%) of the Series B-1 Issue Price with respect to each Series B-1 Preferred Share, the amount equal to one hundred percent (100%) of the Series A-18 Issue Price with respect to each Series A-18 Preferred Share, one hundred percent (100%) of the Series A-17 Issue Price with respect to each Series A-17 Preferred Share, one hundred percent (100%) of the Series A-16 Issue Price with respect to each Series A-16 Preferred Share, one hundred percent (100%) of the Series A-15 Issue Price with respect to each Series A-15 Preferred Share, one hundred percent (100%) of the Series A-14 Issue Price with respect to each Series A-14 Preferred Share, one hundred percent (100%) of the Series A-13 Issue Price with respect to each Series A-13 Preferred Share, one hundred percent (100%) of the Series A-12 Issue Price with respect to each Series A-12 Preferred Share, one hundred percent (100%) of the Series A-11 Issue Price with respect to each Series A-11 Preferred Share, one hundred percent (100%) of the Series A-10 Issue Price with respect to each Series A-10 Preferred Share, one hundred percent (100%) of the Series A-9 Issue Price with respect to each Series A-9 Preferred Share, one hundred percent (100%) of the Series A-8 Issue Price with respect to each Series A-8 Preferred Share, one hundred percent (100%) of the Series A-7 Issue Price with respect to each Series A-7 Preferred Share, one hundred percent (100%) of the Series A-6 Issue Price with respect to each Series A-6 Preferred Share, one hundred percent (100%) of the Series A-5 Issue Price with respect to each Series A-5 Preferred Share, one hundred percent (100%) of the Series A-4 Issue Price with respect to each Series A-4 Preferred Share, one hundred percent (100%) of the Series A-3 Issue Price with respect to each Series A-3 Preferred Share, one hundred percent (100%) of the Series A-2 Issue Price with respect to each Series A-2 Preferred Share, one hundred percent (100%) of the Series A-1 Issue Price with respect to each Series A-1 Preferred Share, respectively, in each case, plus all declared but unpaid dividends on such Preferred Share (the “Preferred Liquidation Preference”). If the assets and funds thus distributed among the holders of the Preferred Shares shall be insufficient to permit the payment to such holders of the full Preferred Liquidation Preference, then the entire assets and funds of the Company legally available for distribution shall be distributed ratably among the holders of the Preferred Shares in proportion to the preferential amount that each such holder is otherwise entitled according to this Article 8.2(A)(1).
Subject to Article 8.2(A)(3) below, if there are any assets or funds remaining after the aggregate Preferred Liquidation Preference for all Preferred Shares pursuant to clause (1) above, the remaining assets and funds of the Company available for distribution shall be distributed ratably among the holders of the Preferred Shares and the holders of the Ordinary Shares, according to the relative number of Ordinary Shares held by such Member on an as-converted basis.

Notwithstanding any provision to the contrary in this Article 8.2(A), if the aggregate proceeds, whether in cash or properties, resulting from any liquidation, dissolution or winding up of the Company exceeds the Post-Closing Valuation, all proceeds resulting from such liquidation, dissolution or winding up shall be distributed ratably among the holders of the Preferred Shares and the holders of the Ordinary Shares, according to the relative number of Ordinary Shares held by such Member on an as-converted basis.

B. Deemed Liquidation Event. Unless waived in writing by the Majority Preferred Holders, a Deemed Liquidation Event shall be deemed to be a liquidation, dissolution or winding up of the Company for purposes of Article 8.2(A), and any proceeds, whether in cash or properties, resulting from a Deemed Liquidation Event shall be distributed in accordance with the terms of Article 8.2(A).

C. Valuation of Properties. In the event the Company proposes to distribute assets other than cash in connection with any liquidation, dissolution or winding up of the Company pursuant to Article 8.2(A) or pursuant to a Deemed Liquidation Event of the Company pursuant to Article 8.2(B), the value of the assets to be distributed to the Members shall be determined in good faith by the Board and consented to in writing by the Majority Preferred Holders and such assets to be distributed to the Members shall be valued in a consistent manner for all Members; provided that any securities not subject to investment letter or similar restrictions on free marketability shall be valued as follows:

1. If traded on a securities exchange, the value shall be deemed to be the average of the security’s closing prices on such exchange over the thirty (30) day period ending one (1) day prior to the distribution;

2. If traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the thirty (30) day period ending three (3) days prior to the distribution; and

3. If there is no active public market, the value shall be the fair market value thereof as determined in good faith by the Board and consented to in writing by the Majority Preferred Holders;

provided further that the method of valuation of securities subject to investment letter or other restrictions on free marketability shall be adjusted to make an appropriate discount from the market value determined as above in clauses (1), (2) or (3) to reflect the fair market value thereof as determined in good faith by the Board and consented to in writing by the Majority Preferred Holders so long as such determination applies in a consistent manner to assets distributed to all Members.
D. **Conversion Rights.** The holders of the Preferred Shares shall have the rights described below with respect to the conversion of the Preferred Shares into Ordinary Shares:

A. **Conversion Ratio.** The number of Ordinary Shares to which a holder shall be entitled upon conversion of each Preferred Share shall be the quotient of the applicable Preferred Share Issue Price divided by the then effective Preferred Share Conversion Price (the “Preferred Share Conversion Price”), which (i) with respect to Preferred Shares (other than Series B-1 Preferred Shares), shall initially be the applicable Preferred Share Issue Price, resulting in an initial conversion ratio for each Series of Preferred Shares of 1:1, and (ii) with respect to Series B-1 Preferred Shares, shall initially be one-third (1/3) of the Series B-1 Issue Price, resulting in an initial conversion ratio for Series B-1 Preferred Shares of 1:3 (i.e. each Series B-1 Preferred Share is initially convertible into 3 Ordinary Shares).

B. **Optional Conversion.** Subject to the Statute and these Articles, (i) any Preferred Share (other than Series B-1 Preferred Shares) may, at the option of the holders thereof, be converted at any time after the date of issuance of such shares, without the payment of any additional consideration, into fully-paid and non-assessable Ordinary Shares based on the then-effective Preferred Share Conversion Price, and (ii) any Series B-1 Preferred Share may, at the option of the holders thereof, be converted upon the closing of an IPO that is not a Qualified IPO or in connection with (x) any Transfer of such Series B-1 Preferred Shares permitted under the Right of First Refusal and Co-Sale Agreement or other Transaction Documents (as defined in the Uber Merger Agreement, except for a Transfer to an Affiliate of the holder thereof), (y) any liquidation, dissolution or winding up of the Company, Deemed Liquidation Event or other Trade Sale or (z) any other extraordinary corporate transaction involving the Group Companies (other than those where the share capital structure of the Company remains the same as immediately prior to such extraordinary corporate transaction) in which the holders of Series B-1 Preferred Shares receive different treatment relative to the treatment applicable to holders of Series A-18 Preferred Shares as if each Series B-1 Preferred Share shall have been converted into three (3) Series A-18 Preferred Shares (as such ratio may be equitably adjusted to account for any redemption, recapitalization, split or combination, conversion, exchange or readjustment or equity dividend of each such series of Preferred Shares after the date hereof), in the case of each of the foregoing, without the payment of any additional consideration, into fully-paid and non-assessable Ordinary Shares based on the then-effective Preferred Share Conversion Price, being no less than par value.

C. **Automatic Conversion.** (1) Each class of Preferred Share (other than Series B-1 Preferred Shares) shall automatically be converted, based on the then-effective Preferred Share Conversion Price, without the payment of any additional consideration, into fully-paid and non-assessable Ordinary Shares upon the earlier of (a) the closing of a Qualified IPO, or (b) the date specified by written consent or agreement of holders of (i) with respect to the Series A-1 Preferred Shares, the Series A-2 Preferred Shares, the Series A-3 Preferred Shares, the Series A-4 Preferred Shares, the Series A-5 Preferred Shares, the Series A-6 Preferred Shares, the Series A-7 Preferred Shares, the Series A-8 Preferred Shares, the Series A-9 Preferred Shares, the Series A-10 Preferred Shares, the Series A-12 Preferred Shares or the Series A-13 Preferred Shares, the holders of at least a majority of the voting power of the outstanding Series A-1 Preferred Shares, the Series A-2 Preferred Shares, the Series A-3 Preferred Shares, the Series A-4 Preferred Shares, the Series A-5 Preferred Shares, the Series A-6 Preferred Shares, the Series A-7 Preferred Shares, the Series A-8 Preferred Shares, the Series A-9 Preferred Shares, the Series A-10 Preferred Shares, the Series A-12 Preferred Shares or the Series A-13 Preferred Shares respectively, (ii) with respect to the Series A-11 Preferred Shares, CITIC PE, (iii) with respect to the Series A-14 Preferred Shares, DST, (iv) with respect to the Series A-15 Preferred Shares, the Supermajority Series A-15 Holders, (v) with respect to the Series A-16 Preferred Shares, the holders of at least 75% of the voting power of the outstanding Series A-16 Preferred Shares, (vi) with respect to the Series A-17 Preferred Shares, the holders of at least 75% of the voting power of the outstanding Series A-17 Preferred Shares, (vii) with respect to the Series A-18 Preferred Shares, the holders of at least 75% of the voting power of the outstanding Series A-18 Preferred Shares, and (viii) with respect to the Series B-2 Preferred Shares, the holders of at least 75% of the voting power of the outstanding Series B-2 Preferred Shares.

(2) Series B-1 Preferred Shares shall automatically be converted, based on the then-effective Preferred Share Conversion Price, without the payment of any additional consideration, into fully-paid and non-assessable Ordinary Shares upon the earliest of (a) the closing of a Qualified IPO, or (b) the date specified by written consent or agreement of requisite holders of all series of Preferred Shares (other than Series B-1 Preferred Shares) pursuant to the foregoing clause (1) or otherwise under these Articles on which all Preferred Shares (other than Series B-1 Preferred Shares) will be converted into Ordinary Shares.

(3) Any conversion pursuant to this Article 8.3(C) shall be referred to as an “Automatic Conversion”.

D. **Conversion Mechanism.** The conversion hereunder of any applicable Preferred Share shall be effected in the following manner:
Except as provided in Articles 8.3(D)(2) and 8.3(D)(3) below, before any holder of any Preferred Shares shall be entitled to convert the same into Ordinary Shares, such holder shall surrender the certificate or certificates therefor (if any) (or in lieu thereof shall deliver an affidavit of lost certificate and indemnity therefor) at the office of the Company or of any transfer agent for such share to be converted and shall give notice to the Company at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for Ordinary Shares are to be issued. The Company shall, as soon as practicable thereafter, issue and deliver at such office to such holder of applicable Preferred Shares, or to the nominee or nominees of such holder, a certificate or certificates for the number of Ordinary Shares to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such notice and such surrender of the Preferred Shares to be converted, the Register of Members of the Company shall be updated accordingly to reflect the same, and the Person or Persons entitled to receive the Ordinary Shares issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Ordinary Shares as of such date.
If the conversion is in connection with an underwritten public offering of securities, the conversion will be conditioned upon the closing with the underwriter(s) of the sale of securities pursuant to such offering and the Person(s) entitled to receive the Ordinary Shares issuable upon such conversion shall not be deemed to have converted the applicable Preferred Shares until immediately prior to the closing of such sale of securities.

Upon the occurrence of an event of Automatic Conversion, all holders of Preferred Shares to be automatically converted will be given at least ten (10) days’ prior written notice of the date fixed (such date shall in the case of a Qualified IPO, three days prior to the closing of the Qualified IPO) and the place designated for automatic conversion of all such Preferred Shares pursuant to this Article 8.3(D). Such notice shall be given pursuant to Articles 108 through 112 to each holder of such Preferred Shares at such holder’s address appearing on the register of members. On or before the date fixed for conversion, each holder of such Preferred Shares shall surrender the applicable certificate or certificates (if any) (or in lieu thereof shall deliver an affidavit of lost certificate and indemnity therefor) for all such shares to the Company at the place designated in such notice. On the date fixed for conversion, the Company shall promptly effect such conversion and update its register of members to reflect such conversion, and all rights with respect to such Preferred Shares so converted will terminate, with the exception of the right of a holder thereof to receive the Ordinary Shares issuable upon conversion of such Preferred Shares, and upon surrender of the certificate or certificates therefor (if any) (or in lieu thereof shall deliver an affidavit of lost certificate and indemnity therefor), to receive certificates (if applicable) for the number of Ordinary Shares into which such Preferred Shares have been converted. All certificates evidencing such Preferred Shares shall, from and after the date of conversion, be deemed to have been retired and cancelled and the Preferred Shares represented thereby converted into Ordinary Shares for all purposes, notwithstanding the failure of the holder or holders thereof to surrender such certificates on or prior to such date.

The Company may effect the conversion of Preferred Shares in any manner available under applicable law, including redeeming or repurchasing the relevant Preferred Shares and applying the proceeds thereof towards payment for the new Ordinary Shares. For purposes of the repurchase or redemption, the Company may, subject to the Company being able to make payments in the ordinary course of business, make payments out of its capital.

No fractional Ordinary Shares shall be issued upon conversion of any Preferred Shares. In lieu of any fractional shares to which the holder would otherwise be entitled, the Company shall at the discretion of the Board of Directors either (i) pay cash equal to such fraction multiplied by the fair market value for the applicable Preferred Share as determined and approved by the Board of Directors (so long as such approval includes the approval of the Majority Investor Directors), or (ii) issue one whole Ordinary Share for each fractional share to which the holder would otherwise be entitled.
Upon conversion, all accrued but unpaid share dividends on the applicable Preferred Shares shall be paid in shares and all accrued but unpaid cash dividends on the applicable Preferred Shares shall be paid either in cash or by the issuance of a number of further Ordinary Shares equal to the value of such cash amount, at the option of the holders of the applicable Preferred Shares.

E. **Adjustment of the Preferred Share Conversion Price.** Each Preferred Share Conversion Price shall be adjusted and readjusted from time to time as provided below, save that no adjustment shall have the effect that the relevant Preferred Share Conversion Price would be less than the par value of the Ordinary Shares into which the applicable Preferred Shares are to be converted:

1. **Adjustment for Share Splits and Combinations.** If the Company shall at any time after the date hereof, or from time to time, effect a subdivision of the outstanding Ordinary Shares, the Preferred Share Conversion Price in effect immediately prior to such subdivision with respect to each Preferred Share shall be proportionately decreased. Conversely, if the Company shall at any time, or from time to time, combine the outstanding Ordinary Shares into a smaller number of shares, the Preferred Share Conversion Price in effect immediately prior to such combination with respect to each Preferred Share shall be proportionately increased. Any adjustment under this paragraph shall become effective at the close of business on the date the subdivision or combination becomes effective.

2. **Adjustment for Ordinary Share Dividends and Distributions.** If the Company makes (or fixes a record date for the determination of holders of Ordinary Shares entitled to receive) a dividend or other distribution to the holders of Ordinary Shares payable in additional Ordinary Shares after the date hereof, the Preferred Share Conversion Price then in effect with respect to each Preferred Share shall be decreased as of the time of such issuance (or in the event such record date is fixed, as of the close of business on such record date) by multiplying such Preferred Share Conversion Price by a fraction (i) the numerator of which is the total number of Ordinary Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (ii) the denominator of which is the total number of Ordinary Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of Ordinary Shares issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the applicable Preferred Share Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the applicable Preferred Share Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of the applicable series of Preferred Shares simultaneously receive a dividend or other distribution of shares of Ordinary Shares in a number equal to the number of shares of Ordinary Shares as they would have received if all outstanding shares of such series of Preferred Shares had been converted into Ordinary Shares on the date of such event.
(3) **Adjustments for Reorganizations, Mergers, Consolidations, Reclassifications, Exchanges, Substitutions.** If at any time, or from time to time, any capital reorganization or reclassification of the Ordinary Shares (other than as a result of a share dividend, subdivision, split or combination otherwise treated above) occurs or the Company is consolidated, merged or amalgamated with or into another Person (other than a consolidation, merger or amalgamation treated as a liquidation, dissolution or winding up in Article 8.2(B)), then in any such event, provision shall be made so that, upon conversion of any Preferred Share thereafter, the holder thereof shall receive the kind and amount of shares and other securities and property which the holder of such shares would have received in connection with such event had the relevant Preferred Shares been converted into Ordinary Shares immediately prior to such event.

(4) **Adjustments to Conversion Price for Dilutive Issuance.**

(a) **Special Definition.** For purpose of this Article 8.3(E)(4), the following definitions shall apply:

(i) “Options” mean rights, options or warrants to subscribe for, purchase or otherwise acquire either Ordinary Shares or Convertible Securities.

(ii) “Convertible Securities” shall mean any indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Ordinary Shares.

(iii) “New Securities” shall mean, subject to the approval requirements under Articles 8.4(B)(1) and 8.4(B)(2), all Ordinary Shares issued (or, pursuant to Article 8.3(E)(4)(c), deemed to be issued) by the Company after the date on which these Articles are adopted, other than the following issuances:

a) Ordinary Shares, options and/or restricted share units therefor reserved for issuance to employees, officers, directors, contractors, advisors or consultants of the Group Companies under the Share Incentive Plans;

b) Ordinary Shares actually issued upon the conversion or exchange of Convertible Securities, provided that such issuance is made pursuant to the terms of such Convertible Security (which Convertible Security has been duly approved in accordance with these Articles or issued prior to the date on which these Articles were adopted);

c) any Equity Securities of the Company issued in connection with any share split, share dividend, reclassification or other similar event; provided that the primary purpose of such issuance is not for equity financing purposes;
d) any Equity Securities of the Company issued pursuant to a bona fide firmly underwritten public offering;

e) any Equity Securities of the Company issued in connection with the bona fide acquisition of another corporation or entity by the Company by consolidation, merger, purchase of assets, or other reorganization in which the Company acquires, in a single transaction or series of related transactions, all or substantially all assets of such other corporation or entity, or fifty percent (50%) or more of the equity ownership or voting power of such other corporation or entity;

f) any Ordinary Shares issued or issuable upon the conversion of the Preferred Shares;

g) any Equity Securities of the Company issued upon the exercise of certain warrant dated January 16, 2014 issued by the Company to CITIC PE (the “Series A-11 Warrant”), pursuant to which CITIC PE is entitled to purchase Series A-11 Preferred Shares for an aggregate purchase price of up to US$10,000,000 at US$2.2185 per share;

h) any Equity Securities of the Company, the issuance of which is approved pursuant to Articles 8.4(B)(1) and 8.4(B)(2) and is not offered to any existing holders of Shares, provided that if any of such Equity Securities of the Company is issued at a per share price based on the valuation of the Company that is less than the Series B-2 Issue Price per share (as adjusted for share splits, share dividends, combinations, recapitalizations or other similar event), such Equity Securities shall be deemed as “New Securities” and such issuance shall be subject to the adjustment pursuant to this Article 8.3(E)(4);

i) the Series A-18 Preferred Shares up to the number authorized under the Memorandum and Articles;

j) the Series B-1 Preferred Shares issued pursuant to the terms of the Uber Merger Agreement; and
(b) **No Adjustment of Conversion Price.** No adjustment in the Preferred Share Conversion Price with respect to any Preferred Share shall be made in respect of the issuance of New Securities unless the consideration per Ordinary Share (determined pursuant to Article 8.3(E)(4)(e) hereof) for the New Securities issued or deemed to be issued by the Company is less than such Preferred Share Conversion Price in effect immediately prior to such issuance, as provided for by Article 8.3(E)(4)(d). No adjustment or readjustment in the Preferred Share Conversion Price with respect to any Preferred Share otherwise required by this Article 8.3 shall affect any Ordinary Shares issued upon conversion of any applicable Preferred Share prior to such adjustment or readjustment, as the case may be.

(c) **Deemed Issuance of New Securities.** In the event the Company at any time or from time to time after the date hereof shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any series or class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of Ordinary Shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number for anti-dilution adjustments) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities or the exercise of such Options, shall be deemed to be New Securities issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that in any such case in which New Securities are deemed to be issued:

(i) no further adjustment in the Preferred Share Conversion Price with respect to any Preferred Share shall be made upon the subsequent issue of Convertible Securities or Ordinary Shares upon the exercise of such Options or conversion or exchange of such Convertible Securities or upon the subsequent issue of Options for Convertible Securities or Ordinary Shares;

(ii) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any change in the consideration payable to the Company, or change in the number of Ordinary Shares issuable, upon the exercise, conversion or exchange thereof, the then effective Preferred Share Conversion Price with respect to any Preferred Share computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such change becoming effective, be recomputed to reflect such change insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities;
(iii) no readjustment pursuant to Article 8.3(E)(4)(c)(ii) shall have the effect of increasing the then effective Preferred Share Conversion Price with respect to any Preferred Share to an amount which exceeds the Preferred Share Conversion Price with respect to such Preferred Share that would have been in effect had no adjustments in relation to the issuance of the Options or Convertible Securities as referenced in Article 8.3(E)(4)(c)(ii) been made;

(iv) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities (or portion thereof) that have not been exercised, the then effective Preferred Share Conversion Price with respect to any Preferred Share computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto) and any subsequent adjustments based thereon shall, upon such expiration, be recomputed as if:

(x) in the case of Convertible Securities or Options for Ordinary Shares, the only New Securities issued were the Ordinary Shares, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Company for the issue of such exercised Options plus the consideration actually received by the Company upon such exercise or for the issue of all such Convertible Securities that were actually converted or exchanged, plus the additional consideration, if any, actually received by the Company upon such conversion or exchange, and

(y) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Company for the New Securities deemed to have been then issued was the consideration actually received by the Company for the issue of such exercised Options, plus the consideration deemed to have been received by the Company (determined pursuant to Article 8.3(E)(4)(e)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised; and

(v) if such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the Preferred Share Conversion Price with respect to any Preferred Share which became effective on such record date shall be canceled as of the close of business on such record date, and thereafter the Preferred Share Conversion Price with respect to such Preferred Share shall be adjusted pursuant to this Article 8.3(E)(4)(c) as of the actual date of their issuance.
Adjustment of the Preferred Share Conversion Price upon Issuance of New Securities

(i) In the event of an issuance of New Securities, at any time after the date hereof, for a consideration per Ordinary Share received by the Company (net of any selling concessions, discounts or commissions) less than the then applicable Preferred Share Conversion Price with respect to any series of Preferred Shares in effect immediately prior to such issue, then in such event, the applicable Preferred Share Conversion Price with respect to such Preferred Share shall be reduced, concurrently with such issue, to a price determined as set forth below:

\[ NCP = OCP \times \frac{OS + \left(\frac{NP}{OCP}\right)}{OS + NS} \]

WHERE:

- \( NCP \) = the new Conversion Price with respect to such Preferred Share,
- \( OCP \) = the Preferred Share Conversion Price with respect to such Preferred Share in effect immediately before the issuance of the New Securities,
- \( OS \) = the total outstanding Ordinary Shares immediately before the issuance of the New Securities on a fully diluted and as converted basis including the total Ordinary Shares issuable upon conversion or exchange of all the outstanding Preferred Shares, Convertible Securities and exercise of outstanding Options,
- \( NP \) = the total consideration received for the issuance or sale of the New Securities, and
- \( NS \) = the number of New Securities issued or sold.

Determination of Consideration. For purposes of this Article 8.3(E)(4), the consideration received by the Company for the issuance of any New Securities shall be computed as follows:

(i) **Cash and Property.** Such consideration shall:

1. **insofar as it consists of cash,** be computed at the aggregate amount of cash received by the Company excluding amounts paid or payable for accrued interest or accrued dividends and excluding any discounts, commissions or placement fees payable by the Company to any underwriter or placement agent in connection with the issuance of any New Securities;

2. **insofar as it consists of property other than cash,** be computed at the fair market value thereof at the time of such issue, as determined and approved in good faith by the Board of Directors (so long as such approval includes the approval of the Majority Investor Directors); **provided, however,** that no value shall be attributed to any services performed by any employee, officer or director of any Group Company;
in the event New Securities are issued together with other Shares or securities or other assets of the
Company for consideration which covers both, be the proportion of such consideration so received which
relates to such New Securities, computed as provided in clauses (1) and (2) above, as reasonably determined
in good faith by the Board of Directors (including the consent of the Majority Investor Directors).

(ii) **Options and Convertible Securities.** The consideration per Ordinary Share received by the Company for
New Securities deemed to have been issued pursuant to Article 8.3(E)(4)(c) hereof relating to Options and
Convertible Securities, shall be determined by dividing (x) the total amount, if any, received or receivable by the
Company as consideration for the issue of such Options or Convertible Securities (determined in the manner
described in paragraph (i) above), plus the minimum aggregate amount of additional consideration (as set forth in the
instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such
consideration) payable to the Company upon the exercise of such Options or the conversion or exchange of such
Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for
Convertible Securities and the conversion or exchange of such Convertible Securities by (y) the maximum number of
Ordinary Shares (as set forth in the instruments relating thereto, without regard to any provision contained therein for
a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange
of such Convertible Securities.

(5) **Other Dilutive Events.** In case any event shall occur as to which the other provisions of this Article 8.3(E) are not strictly
applicable, but the failure to make any adjustment to the Preferred Share Conversion Price with respect to any Preferred Share, would
not fairly protect the conversion rights of the holders of such Preferred Shares in accordance with the essential intent and principles
hereof, then upon the approval of the Board (including affirmative vote from at least three (3) Investor Directors), the Company, in
good faith, may determine the appropriate adjustment to be made, on a basis consistent with the essential intent and principles
established in this Article 8.3(E), necessary to preserve, without dilution, the conversion rights of the holders of such Preferred Shares.

(6) **No Impairment.** The Company will not, by amendment of these Articles or through any reorganization, recapitalization,
transfer of assets, consolidation, merger, amalgamation, scheme of arrangement, dissolution, issue or sale of securities or any other
voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by
the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Article 8.3 and in the taking of all
such action as may be necessary or appropriate to protect the conversion rights of the holders of Preferred Shares against impairment.
(7) **Certificate of Adjustment**. In the case of any adjustment or readjustment of the Preferred Share Conversion Price with respect to any Preferred Share, the Company, at its sole expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and shall deliver such certificate by notice to each registered holder of such Preferred Shares at the holder’s address as shown in the Company’s books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or deemed to be received by the Company for any New Securities issued or sold or deemed to have been issued or sold, (ii) the number of New Securities issued or sold or deemed to be issued or sold, (iii) the Preferred Share Conversion Price with respect to such Preferred Share, in effect before and after such adjustment or readjustment, and (iv) the type and number of Equity Securities of the Company, and the type and amount, if any, of other property which would be received upon conversion of such Preferred Shares after such adjustment or readjustment.

(8) **Notice of Record Date.** In the event the Company shall propose to take any action of the type or types requiring an adjustment set forth in this Article 8.3(E), the Company shall give notice to the holders of the relevant Preferred Shares, which notice shall specify the record date, if any, with respect to any such action and the date on which such action is to take place. Such notice shall also set forth such facts with respect thereto as shall be reasonably necessary to indicate the effect of such action (to the extent such effect may be known at the date of such notice) on the Preferred Share Conversion Price with respect to the relevant Preferred Share, and the number, kind or class of shares or other securities or property which shall be deliverable upon the occurrence of such action or deliverable upon the conversion of the relevant Preferred Shares. In the case of any action which would require the fixing of a record date, such notice shall be given at least twenty (20) days prior to the date so fixed, and in the case of all other actions, such notice shall be given at least thirty (30) days prior to the taking of such proposed action.

(9) **Reservation of Shares Issuable Upon Conversion.** The Company shall at all times reserve and keep available out of its authorized but unissued Ordinary Shares, for the purpose of effecting the conversion of the Preferred Shares, such number of its Ordinary Shares as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Shares. If at any time the number of authorized but unissued Ordinary Shares shall not be sufficient to effect the conversion of all then outstanding Preferred Shares, in addition to such other remedies as shall be available to the holders of Preferred Shares, the Company and its Members will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued Ordinary Shares to such number of shares as shall be sufficient for such purpose.

(10) **Notices.** Any notice required or permitted pursuant to this Article 8.3 shall be given in writing and shall be given in accordance with Articles 108 through 112.

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(11) **Payment of Taxes.** The Company will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of Ordinary Shares upon conversion of the Preferred Shares, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of Ordinary Shares in a name other than that in which such Preferred Shares so converted were registered.

8.4 Voting Rights.

A. **General Rights.** Subject to the provisions of the Memorandum and these Articles, at all general meetings of the Company:

(a) the holder of each Ordinary Share issued and outstanding shall have one vote in respect of each Ordinary Share held,

(b) the holder of Preferred Shares (other than Series B-1 Preferred Shares) shall be entitled to such number of votes as equals the whole number of Ordinary Shares into which such holder’s collective Preferred Shares (other than Series B-1 Preferred Shares) are convertible immediately after the close of business on the record date of the determination of the Company’s Members entitled to vote or, if no such record date is established, at the date such vote is taken or any written consent of the Company’s Members is first solicited, and

(c) the holder of Series B-1 Preferred Shares shall be entitled to, (i) with respect to matters set forth under Items (1), (3) and (10), and, to the extent relating to Items (1), (3) and (10), Item (16), of Article 8.4(B)(1) and the exercise of rights set forth under Article 119, such number of votes as equals the whole number of Ordinary Shares into which such holder’s collective Series B-1 Preferred Shares are convertible, or (ii) with respect to any other matter set forth under Article 8.4(B)(1) and any other matter put to a vote of or seeking written consent by the Members or holders of Preferred Shares, as applicable, such number of votes as equals one-third (1/3) of the whole number of Ordinary Shares into which such holder’s collective Series B-1 Preferred Shares are convertible, in each case of (i) and (ii), immediately after the close of business on the record date of the determination of the Company’s Members entitled to vote or, if no such record date is established, at the date such vote is taken or any written consent of the Company’s Members is first solicited,

To the extent that the Statute or the Articles allow the Series A-1 Preferred Shares, Series A-2 Preferred Shares, Series A-3 Preferred Shares, Series A-4 Preferred Shares, Series A-5 Preferred Shares, Series A-6 Preferred Shares, Series A-7 Preferred Shares, Series A-8 Preferred Shares, Series A-9 Preferred Shares, Series A-10 Preferred Shares, Series A-11 Preferred Shares, Series A-12 Preferred Shares, Series A-13 Preferred Shares, Series A-14 Preferred Shares, Series A-15 Preferred Shares, Series A-16 Preferred Shares, Series A-17 Preferred Shares, Series A-18 Preferred Shares, Series B-1 Preferred Shares or Series B-2 Preferred Shares to vote separately as a class or series with respect to any matters, such Series A-1 Preferred Shares, Series A-2 Preferred Shares, Series A-3 Preferred Shares, Series A-4 Preferred Shares, Series A-5 Preferred Shares, Series A-6 Preferred Shares, Series A-7 Preferred Shares,
Series A-8 Preferred Shares, Series A-9 Preferred Shares, Series A-10 Preferred Shares, Series A-11 Preferred Shares, Series A-12 Preferred Shares, Series A-13 Preferred Shares, Series A-14 Preferred Shares, Series A-15 Preferred Shares, Series A-16 Preferred Shares Series A-17 Preferred Shares, Series A-18 Preferred Shares, Series B-1 Preferred Shares or Series B-2 Preferred Shares shall have the right to vote separately as a class or series with respect to such matters.
B. Protective Provisions.

1. Approval of the Supermajority Preferred Holders and the Didi Principal Holding Company. Notwithstanding anything else to the contrary contained herein or in the Charter Documents of any Group Company, no Group Company shall take, permit to occur, approve, authorize, or agree or commit to do any of the following, whether in a single transaction or a series of related transactions, whether directly or indirectly, and whether or not by amendment, merger, consolidation, scheme of arrangement, amalgamation, or otherwise, and any of the following taken, permitted to occur, approved, authorized or agreed or committed to be done by any Group Company shall be deemed void, unless approved in writing by (i) the Supermajority Preferred Holders and (ii) the Didi Principal Holding Company:

   (1) subject to any applicable restriction in these Articles, any adverse amendment or change of the rights, preferences, privileges, powers, limitations or restrictions of or concerning, or the limitations or restrictions provided for the benefit of, any Preferred Shares in issue; notwithstanding the foregoing and for the avoidance of doubt, any such amendment or change in regard to the variation of rights attached to one or more specific classes or series shall require the consent in writing of the holders of at least two-thirds (2/3) of the issued and outstanding shares of such classes or series and shall not be subject to the approval requirements under this subsection (1);

   (2) any action that authorizes, creates or issues (A) any class or series of Equity Securities having rights, preferences, privileges, powers, limitations or restrictions superior to or on a parity with the Preferred Shares in issue, whether as to liquidation, conversion, dividend, voting, redemption, or otherwise, or any Equity Securities convertible into, exchangeable for, or exercisable into any Equity Securities having rights, preferences, privileges, powers, limitations or restrictions superior to or on a parity with Preferred Shares in issue, whether as to liquidation, conversion, dividend, voting, redemption or otherwise, or (B) any other Equity Securities of any Group Company, except for (i) the Conversion Shares, (ii) the issuances of any Equity Securities in accordance with the terms of the Series A-11 Warrant upon the exercise thereof or pursuant to the Share Incentive Plans, and (iii) the issuances of Series A-18 Preferred Shares up to the number authorized under the Memorandum and Articles;

   (3) any action that reclassifies any outstanding shares into shares having rights, preferences, privileges, powers, limitations or restrictions senior to or on a parity with any Preferred Shares in issue, whether as to liquidation, conversion, dividend, voting, redemption or otherwise;
(4) any purchase, repurchase, redemption or retirements of any Equity Security of any Group Company other than (i) Exempted Distributions, (ii) other than the redemptions, purchases and acquisitions of the Company’s Shares pursuant to any of the Share Incentive Plans under Article 17, any purchase, repurchase, redemption or retirements of any Equity Securities of any Group Company held by an employee of any Group Company, provided that such purchase, repurchase, redemption or retirements shall have been approved by the Board, (iii) the repurchase of Equity Securities of the Company authorized concurrently with the authorization of issuance of Series A-18 Preferred Shares, (iv) the repurchase of Equity Securities of the Company pursuant to the terms of the share purchase agreement dated April 17, 2017, by and among Softbank, the Company and certain other parties named therein, and (v) any redemption pursuant to Article 8.5 of the Memorandum and Articles, and (vi) any redemption effected for the purposes of converting Preferred Shares into Ordinary Shares pursuant to Article 8.3;

(5) any amendment or modification to or waiver under these Articles or any of the Charter Documents of any Group Company, other than amendments to resolve any conflict or inconsistency with the Shareholders Agreement in accordance with the terms of the Shareholders Agreement;

(6) any declaration, set aside or payment of a dividend or other distribution by any Group Company, or the adoption of, or any change to, the dividend policy of any Group Company;

(7) (i) the merger, amalgamation or consolidation of the Company or any Group Company with any Person, or (ii) the purchase or other acquisition by any Group Company (whether individually or in combination with the Company or any other Group Company) of all or substantially all of the assets, equity or business of another Person, which in either case of (i) or (ii), involves consideration or contract value in excess of US$25,000,000 in a single transaction;

(8) any sale, transfer, lease, or other disposal of, or the incurrence of any Lien on, any substantial assets of any Group Company, which is a Deemed Liquidation Event;

(9) any sale, transfer, grant of an exclusive license, or other disposal of, or the incurrence of any Lien on, the intellectual property of any Group Company that are outside the ordinary course of business;

(10) the commencement of or consent to any proceeding seeking (i) to adjudicate it as bankrupt or insolvent, (ii) liquidation, winding up, dissolution, reorganization, or arrangement of any of the Group Companies under any 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;

(11) any change of the size or composition of the board of directors of any Group Company;

(12) any increase or decrease in the authorized number of Preferred Shares or Ordinary Shares or any series thereof (except pursuant to any conversion of such Preferred Shares in accordance with Article 8.3 of these Articles);
(13) any liquidation, dissolution or winding up of any Group Company, including without limitation any Deemed Liquidation Event or any Share Sale;

(14) any issuance of Equity Securities by a Subsidiary or a controlled Affiliate of any Group Company, except as contemplated in the Transaction Documents;

(15) any change in the equity ownership of the Didi Domestic Company or Kuaidi Domestic Company or any amendment or modification to or waiver of any terms of the Control Documents, except (i) as contemplated in the Transaction Documents or (ii) to the extent necessary to enable a Key Employee to comply with SAFE registration or reporting requirements under the SAFE Rules and Regulations in connection with his or her exercise of options awards, provided that such Key Employee shall, concurrently with such change, amendment, modification or waiver, as applicable, execute and deliver all necessary Control Documents to maintain the Captive Structure; or

(16) any action by a Group Company (if applicable) to authorize, approve or enter into any agreement or obligation with respect to any of the actions listed above.

Notwithstanding anything to the contrary contained in this provision, where any act listed above requires the approval of the shareholders of the Company in accordance with the Statute, and if the shareholders vote in favor of such act but the holders of shares who are entitled to the right of additional prior consent have delivered a written notice of disapproval to the Company pursuant thereto, then such disapproving shareholders who are entitled to the additional approval votes shall, in such vote, have such number of votes as equal to the aggregate number of votes of the shareholders who voted in favor of such act plus one.

The rights of the Didi Principal Holding Company under Article 8.4(B)(1) above shall terminate in the event that (i) Mr. CHENG Wei ceases to Control the Didi Principal Holding Company or (ii) the Didi Principal Holding Company sells, assigns, transfers, pledges, hypothecates, or otherwise encumbers or disposes of an aggregate number of Shares which exceeds fifty percent (50%) of the Shares held by the Didi Principal Holding Company on the Kuaidi Merger Effective Date to any Person who is not an Affiliate of Mr. CHENG Wei or the Didi Principal Holding Company.
2. **Board Approvals.** Regardless of anything else contained herein or in the Charter Documents of any Group Company, no Group Company shall take, permit to occur, approve, authorize, or agree or commit to do any of the following, whether in a single transaction or a series of related transactions, whether directly or indirectly, and whether or not by amendment, merger, consolidation, scheme of arrangement, amalgamation, or otherwise, and any of the following taken, permitted to occur, approved, authorized or agreed or committed to be done by any Group Company shall be deemed void, unless approved by the Board (which approval includes (x) the affirmative votes by the majority of the Directors in office and (y) solely with respect to subsection (3) below, the affirmative votes of (A) Mr. CHENG Wei for as long as Mr. CHENG Wei serves as a Director and the CEO of the Company and (B) Ms. LIU Qing for as long as Ms. LIU Qing serves as a Director and the President of the Company):

1. making any capital commitments or expenditures in excess of US$25,000,000 with respect to any single transaction, other than any capital commitments or expenditures expressly set out in the annual budget or business plan of any Group Company;

2. providing any loans or any guarantee for the benefit of any Person in any form, except for any loan or guarantee for the benefit of an employee of the Group Company provided that the aggregate outstanding amount of such loans or guarantee shall not exceed US$25,000,000;

3. hiring or terminating any officers or member of the senior management of any Group Company or financial controller of any Group Company; appointment, removal, and approval of the remuneration package of any member of the senior management of any Group Company, including the chief executive officer, the chief operating officer, the chief financial officer, the financial controller and any other management member at or above the level of vice president or comparable position;

4. the approval of, or any material deviation from or material amendment of, the annual budget or business plan of any Group Company;

5. entering into any joint venture or material alliance with any Person which requires a capital contribution or commitment in excess of US$25,000,000;

6. any transaction (including but not limited to the termination, extension, continuation after expiry, renewal, amendment, variation or waiver of any term under agreement with respect to any transaction or series of transactions) between a Group Company and any Related Party thereof outside the ordinary course of business, including the compensation of or any loans to the Didi Principals, officers and directors of the Company or its Affiliates;

7. subject to Section 11.7(a) of the Shareholders Agreement, the adoption, amendment or termination of, or change in the share reserve under any of the Share Incentive Plans or any other equity incentive, purchase or participation plan for the benefit of any employees, officers, directors, contractors, advisors or consultants of any of the Group Companies; the determination of the exercise price for any share options or other equity incentives;

8. the appointment or removal of the Auditors or the auditors for any other Group Company, or any material change in accounting policies and procedures or internal controls or authorization policies, the making of any significant tax or accounting election, or the change of the term of the fiscal year for any Group Company;

9. subject to any applicable restriction set forth in the Memorandum and these Articles, any initial public offering of any Equity Securities of any Group Company; determination of the listing venue, timing, valuation and other terms of the initial public offering;
any material change to the business scope or nature of the business of any Group Company;

any investment in, or divestiture or sale or pledge or mortgage by any Group Company of its interest in, a Subsidiary, in each case for an amount in excess of US$25,000,000; or

any action by a Group Company (if applicable) to authorize, approve or enter into any agreement or obligation with respect to any of the actions listed above.

3. **Exceptions for Management Liquidity Agreement.** Notwithstanding anything to the contrary herein, no additional Board, Shareholder or other consents, authorizations or approvals shall be required hereunder for any of the actions or matters provided in the Management Liquidity Agreement.

4. **Issuance to Alibaba Competitors.** No Group Company shall take, permit to occur, approve, authorize, or agree or commit to take, permit to occur, approve, authorize, or agree or commit to the issuance of any Equity Securities of the Company or any other Group Company to any Alibaba Specific Competitor unless and until approved in writing by Alibaba, provided that this provision will cease to apply upon Alibaba no longer holding any Shares.

5. **Issuance to Tencent Competitors.** No Group Company shall take, permit to occur, approve, authorize, or agree or commit to take, permit to occur, approve, authorize, or agree or commit to the issuance of any Equity Securities of the Company or any other Group Company to any Tencent Specific Competitor unless and until approved in writing by Tencent, provided that this provision will cease to apply upon Tencent no longer holding any Shares.

6. **Certain Issuances.** In addition to any other restrictions in the Articles or the Shareholders Agreement, no Group Company shall approve, authorize, or agree or commit to issue (i) any Series B-1 Preferred Shares, other than to the former shareholders of Uber China as contemplated under the terms of the Uber Merger Agreement, or (ii) any Equity Securities with Effective Per Share Voting Power greater than the Effective Per Share Voting Power attached to the Series B-1 Preferred Shares to any non-PRC Person that engages in any business of providing or facilitating ride-sharing, taxi or designated driver services through any online or mobile application platform which connects drivers of vehicles and vehicle passengers, substantially as such business is conducted as of the date hereof by UTI, Uber China and the Company, in China. For these purposes, a non-PRC person shall be (i) any Person which is organized, incorporated or headquartered outside of the PRC and not controlled by one or more citizens of the PRC or (ii) a natural person who is not a citizen of the PRC.

C. **Uber CV's Voting Agreements.** Uber CV has executed and delivered the Uber Voting Proxy and the Uber Voting Undertaking with respect to the Shares specified therein and shall cause its Affiliates to enter into an irrevocable voting proxy and an irrevocable voting undertaking in the same form of the Uber Voting Proxy and the Uber Voting Undertaking with respect to any and all of such Shares subsequently acquired and beneficially owned by such Affiliate. Except as set forth in the Uber Voting Proxy and other irrevocable voting proxies entered into by the Affiliates of Uber and the Uber Voting Undertaking and other voting undertakings entered into by the Affiliates of Uber CV, Uber CV and its Affiliates shall have the right to exercise all votes in respect of the Shares held by them in accordance with Article 8.4(A)(c).
D. **Equal Treatment Protection of Series B-1 Preferred Shares.** Notwithstanding anything to the contrary herein, the Company shall not take or permit to be taken any action (including any action by any other Group Company) (i) to make any amendment to, or waiver of observance of, any provision in these Articles, which amendment or waiver would disproportionately and adversely affect the rights, preferences or privileges of holders of Series B-1 Preferred Shares relative to holders of other Preferred Shares, and (ii) in respect of any Deemed Liquidation Event, any other Trade Sale or any other extraordinary corporate transactions involving the Group Companies (other than those where the share capital structure of the Company remains the same as immediately prior to such extraordinary corporate transaction), in each case unless holders of Series B-1 Preferred Shares shall receive the same treatment as holders of Series A-18 Preferred Shares as if each Series B-1 Preferred Share shall have been converted into three (3) Series A-18 Preferred Shares (as such ratio may be equitably adjusted to account for any redemption, recapitalization, split or combination, conversion, exchange or readjustment or equity dividend of each such series of Preferred Shares after the date hereof) (save for any distributions made in accordance with Article 8.2(A)).

8.5 **Redemption**

The Series B-1 Preferred Shares and any Equity Securities into which such Series B-1 Preferred Shares may be converted from time to time in accordance with the Articles (collectively, the “Redeemable Shares”) are subject to redemption by the Company in accordance with the provisions of this Article 8.5.

A. **Series B-1 Holder Redemption.**

1. In the event any amount is due and payable to the Company or any other indemified person (“Other Indemnitee”) pursuant to Section 9.1(a) or 10.2(a) of the Uber Merger Agreement, subject to the terms of Article IX and X of the Uber Merger Agreement (such amount, the “Claim Amount”), which in the case of any disputed claim or amount shall not be deemed due and payable until the date that any such dispute is finally determined in accordance with the Uber Merger Agreement, including, for the avoidance of doubt, the procedures set forth in Article 8.5(C) below and Section 10.6 of the Uber Merger Agreement (the “Indemnification Date”), the Company shall have the right at its option to redeem such number of Redeemable Shares held by each holder thereof (each, a “Series B-1 Holder”) which represents, with respect to each Series B-1 Holder, the product of (a) the quotient of (i) the aggregate Series B-1 Issue Price of the maximum number of Series B-1 Preferred Shares issuable to such Series B-1 Holder pursuant to Section 2.1 and Section 2.5 of the Uber Merger Agreement, divided by (ii) the aggregate Series B-1 Issue Price of the maximum number of Series B-1 Preferred Shares issuable to all Series B-1 Holders pursuant to Section 2.1 and Section 2.5 of the Uber Merger Agreement, multiplied by (ii) the Claim Amount (the amount represented by such product, such Series B-1 Holder’s “Series B-1 Claim Amount Portion”), then divided by (iii) the Redeemable Share Fair Market Value as determined in accordance with Article 8.5(D) below; provided that the Company’s right, with respect to any Claim Amount, to redeem such Redeemable Shares (or a portion thereof) from any particular Series B-1 Holder solely to the extent of such Series B-1 Holder’s Series B-1 Claim Amount Portion shall be terminated and cancelled to the extent such Series B-1 Holder delivers such holder’s Series B-1 Claim Amount Portion (or any portion thereof) in cash via wire transfer of immediately available funds to the Company or any Other Indemnitee no later than twenty (20) days after such Series B-1 Holder’s receipt of the Redemption Notice. Upon any such redemption of any Series B-1 Holder’s Redeemable Shares, such Series B-1 Holder shall have no liability in respect of the applicable indemnification claim under the Uber Merger Agreement and the Series B-1 Claim Amount Portion (or any portion thereof).
2. **Series B-1 Holder Redemption Mechanism.** The redemption under Article 8.5A(1) of any Redeemable Shares shall be effected in the following manner:

Within five (5) days after the Indemnification Date, the Company shall issue a notice (a “Redemption Notice”) in accordance with Articles 108 through 112 to each Series B-1 Holder setting forth (i) the Claim Amount and the facts or circumstances giving rise to the Claim Amount in reasonable detail, (ii) such holder’s Series B-1 Claim Amount Portion, (iii) the Board’s determination of the Redeemable Share Fair Market Value and calculation thereof in reasonable detail (as determined in accordance with Article 8.5(D)(1)), (iv) the number of Redeemable Shares equal to the quotient obtained by dividing such holder’s Series B-1 Claim Amount Portion, by the Redeemable Share Fair Market Value subject to redemption in respect of such claim (the “Redemption Shares”) and the class of such Redeemable Shares, (v) the date fixed for redemption of the Redemption Shares, which shall be no fewer than thirty (30) days after receipt of the Redemption Notice, (vi) instructions for the surrender of the applicable certificate or certificates (if any) (or in lieu thereof shall deliver an affidavit of lost certificate and indemnity therefor) for the Redemption Shares, (vii) wire instructions for the Company for the Series B-1 Holder to pay cash for such Series B-1 Holder’s Series B-1 Claim Amount Portion (or a portion thereof), and (viii) the last date by which such Series B-1 Holder shall be entitled to pay such Series B-1 Holder’s Series B-1 Claim Amount Portion (or a portion thereof) in cash prior to the redemption of the Redemption Shares. Except to the extent any Series B-1 Holder has delivered its Series B-1 Claim Amount Portion (or a portion thereof) to the Company in cash within twenty (20) days after receipt of the Redemption Notice, on the later of (x) the date fixed for redemption of the Redemption Shares in the Redemption Notice or (y) the date ten (10) days after the later of the date of any determination of the Redeemable Share Fair Market Value (1) by the Board pursuant to Article 8.5(D)(1) or (2) by Appraiser (as defined below) pursuant to Article 8.5(D)(2) (or if such date is not a Business Day, on the Business Day immediately following such date), the Company shall promptly effect the redemption of the Redemption Shares from such Series B-1 Holder and update its register of members to reflect such redemption (without any further action on the part of such Series B-1 Holder, including execution and delivery of any instrument of transfer), and all rights of each Series B-1 Holder with respect to such holder’s Redemption Shares will terminate, and all certificates (if any) evidencing such Redemption Shares shall, from and after the date of redemption, be deemed to have been retired and cancelled, notwithstanding the failure of any Series B-1 Holder to surrender such certificates or execute and deliver any instrument of transfer on or prior to such date. Upon completion of redemption of the Redemption Shares, the Company shall deliver to each Series B-1 Holder a written release by the Company in its own name and on behalf of any Other Indemnitee from all liability in respect of the applicable indemnification claim under the Uber Merger Agreement and the Series B-1 Claim Amount Portion (and any portion thereof). For the avoidance of doubt, if any Series B-1 Holder has delivered a portion but less than all of the Series B-1 Claim Amount Portion in cash to the Company or any Other Indemnitee no later than twenty (20) days after receipt of the Redemption Notice, the number of such holder’s Redemption Shares to be redeemed shall be proportionately adjusted.
B. Uber Redemption.

1. In the event any amount is due and payable to the Company or any indemnified person (“Other Uber Indemnitee”) pursuant to Section 10.2(b) of the Uber Merger Agreement, subject to the terms of Article IX and X of the Uber Merger Agreement (such amount, the “Uber Claim Amount”), which in the case of any disputed claim or amount shall not be deemed due and payable until the date such dispute is finally determined accordance with the Uber Merger Agreement, including, for the avoidance of doubt, the procedures set forth in Article 8.5(C) below and Section 10.6 of the Uber Merger Agreement (the “Uber Indemnification Date”), the Company shall have the right at its option to redeem such number of Redeemable Shares held by Uber CV which represents the quotient obtained by dividing the Uber Claim Amount by the Redeemable Share Fair Market Value as determined in accordance with Article 8.5(D) below; provided that the Company’s right, with respect to any Uber Claim Amount, to redeem such Redeemable Shares (or a portion thereof) from Uber CV shall be terminated and cancelled to the extent Uber CV delivers the Uber Claim Amount (or a portion thereof) in cash via wire transfer of immediately available funds to the Company or any Other Uber Indemnitee no later than twenty (20) days after UTI’s receipt of the Uber Redemption Notice (as defined below). Upon any such redemption of Uber CV’s Redeemable Shares, UTI shall have no liability in respect of the applicable indemnification claim under Section 10.2(b) of the Uber Merger Agreement and the Uber Claim Amount (or any portion thereof).

2. **Uber Redemption Mechanism.** The redemption under Article 8.5(B) of any Redeemable Shares shall be effected in the following manner:

Within five (5) days after the Uber Indemnification Date, the Company shall issue a notice (a “Uber Redemption Notice”) in accordance with Articles 108 through 112 to UTI setting forth (i) the Uber Claim Amount and the facts or circumstances giving rise to the Uber Claim Amount in reasonable detail, (ii) the Board’s determination of the Redeemable Share Fair Market Value and calculation thereof in reasonable detail (as determined in accordance with Article 8.5(D)(1)), (ii) the number of Redeemable Shares equal to the quotient obtained by dividing the Uber Claim Amount, by the Redeemable Share Fair Market Value subject to redemption in respect of such claim (the “Uber Redemption Shares”) and the class of such Redeemable Shares, (iii) the date fixed for redemption of the Uber Redemption Shares, which shall be no fewer than thirty (30) days after receipt of the Uber Redemption Notice, (iv) instructions for the surrender of the applicable certificate or certificates (if any) (or in lieu thereof shall deliver an affidavit of lost certificate and indemnity therefor) for the Uber Redemption Shares, (v) wire instructions for the Company for UTI to pay cash for the Uber Claim Amount (or a portion thereof), and (vi) the last date by which UTI shall be entitled to pay the Uber Claim Amount (or a portion thereof) in cash prior to the redemption of the Uber Redemption Shares. Except to the extent UTI has delivered the Uber Claim Amount (or a portion thereof) to the Company in cash within twenty (20) days after receipt of the Uber Redemption Notice, on the later of (x) the date fixed for redemption of the Uber Redemption Shares in the Redemption Notice or (y) the date ten (10) days after the later of the date of any determination of the Redeemable Share Fair Market Value (1) by the Board pursuant to Article 8.5(D)(1) or (2) by Appraiser pursuant to Article 8.5(D)(2) (or if such date is not a Business Day, on the Business Day immediately following such date), the Company shall promptly effect the redemption of the Uber Redemption Shares and update its register of members to reflect such redemption (without any further action on the part of UTI or Uber CV, including execution and delivery of any instrument of transfer), and all rights of Uber CV with respect to the Uber Redemption Shares will terminate, and all certificates (if any) evidencing such Uber Redemption Shares shall, from and after the date of redemption, be deemed to have been retired and cancelled, notwithstanding the failure of Uber CV to surrender such certificates or execute and deliver any instrument of transfer on or prior to such date. Upon completion of redemption of the Uber Redemption Shares, the Company shall deliver to UTI a written release by the Company in its own name and on behalf of any Other Uber Indemnitee from all liability in respect of the applicable indemnification claim under Section 10.2(b) of the Uber Merger Agreement and the Uber Claim Amount (and any portion thereof). For the avoidance of doubt, if UTI has delivered a portion but less than all of the Uber Claim Amount in cash to the Company or any Other Uber Indemnitee no later than twenty (20) days after receipt of the Uber Redemption Notice, the number of Uber Redemption Shares shall be proportionately adjusted.
C. Procedures. The Company or any Other Indemnitee or Other Uber Indemnitee seeking indemnification under 9.1(a), 10.2(a) or 10.2(b) of the Uber Merger Agreement shall comply with the procedures set forth in Section 10.6 of the Uber Merger Agreement, including the required notice to the Series B-1 Holder Representative and all other Series B-1 Holders with respect to any claim for indemnification under 9.1(a) or 10.2(a) of the Uber Merger Agreement. If the Series B-1 Holder Representative, with respect to any claim for indemnification under 9.1(a) or 10.2(a) of the Uber Merger Agreement, or UTI, with respect to any claim for indemnification under 10.2(b) of the Uber Merger Agreement, has timely disputed such claim for indemnification or any obligation for losses with respect to such claim, the Series B-1 Holder Representative or UTI, on the one hand, and the Company, any Other Indemnitee or Other Uber Indemnitee (collectively, the “Company Indemnified Persons”), on the other hand, shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute shall be resolved by arbitration, such arbitration to be conducted in accordance with the provisions of Section 13.4 of the Uber Merger Agreement.

D. Determination of Redeemable Share Fair Market Value.

1. The per share value of any Redeemable Shares as of the date (the “Reference Date”) of the Company’s most recent fiscal quarter end prior to the date of delivery of the Redemption Notice or the Uber Redemption Notice, as the case may be, shall be the fair market value of such Redeemable Shares (the “Redeemable Share Fair Market Value”) as determined in good faith by the Board; provided that the Series B-1 Holder Representative (on behalf of all Series B-1 Holders) with respect to any claim for indemnification under 9.1(a) or 10.2(a) of the Uber Merger Agreement, or UTI, with respect to any claim for indemnification under 10.2(b) of the Uber Merger Agreement, may challenge the Board’s determination of the Redeemable Share Fair Market Value by delivery of written notice to the Company no later than thirty (30) days after service of the Redemption Notice or the Uber Redemption Notice, as the case may be, and in the event of such a challenge, the final valuation shall be determined in accordance with Article 8.5(D)(2) below; provided further, that the Board and each Appraiser (including the third Appraiser, if any) under Article 8.5(D)(2) below, in determining the Redeemable Share Fair Market Value of any Series B-1 Preferred Shares, shall value such Series B-1 Preferred Shares valued on the basis that each Series B-1 Preferred Share shall have been converted into three Series A-18 Preferred Shares (as such ratio may be equitably adjusted to account for any subsequent reclassification, recapitalization, split or combination, conversion, exchange or readjustment or equity dividend on either such series of Preferred Shares); provided further, that if at such time the Redeemable Shares are traded on a securities exchange, the Redeemable Share Fair Market Value shall be deemed to be the weighted average of the Redeemable Shares’ closing prices on such exchange over the twenty (20) consecutive trading day period ending two (2) trading days immediately preceding the Reference Date.

2. In the event of a challenge by the Series B-1 Holder Representative or UTI, as the case may be (the “FMV Challenger”) of any Board determination of the Redeemable Share Fair Market Value pursuant to Article 8.5(D)(1) above, the Company and the FMV Challenger shall separately engage an internationally recognized valuation firm or investment bank (each, an “Appraiser”) to render their respective determinations of the Redeemable Share Fair Market Value. The Redeemable Share Fair Market Value shall be the average of the Redeemable Share Fair Market Value as determined by both Appraisers; provided however, that if the difference between the Redeemable Share Fair Market Value determination of one Appraiser exceeds the Redeemable Share Fair Market Value determination of the other Appraiser by more than ten percent (10%), both Appraisers shall jointly designate a third Appraiser to determine the Redeemable Share Fair Market Value. In rendering its determination, the third Appraiser shall only be permitted to select the Redeemable Share Fair Market Value determination submitted by either of the first two Appraisers and shall not render its own independent calculation or its own independent review of the Redeemable Share Fair Market Value. The third Appraiser’s determination of the Redeemable Share Fair Market Value as of the Reference Date shall be final and binding on the Company Indemnified Persons and the Series B-1 Holders for the purposes set forth herein and, for the avoidance of doubt, any dispute regarding the determination of the Redeemable Share Fair Market Value shall not be appealable or otherwise able to be challenged.
3. Each of the Company and the FMV Challenger, on behalf of all Series B-1 Holders, if applicable, shall separately bear the fees and expenses of the Appraiser engaged by each of them. The fees and expenses of the third Appraiser (if any), shall be borne by which of the Company and the FMV Challenger whose Appraiser’s Redeemable Share Fair Market Value determination was not selected by the third Appraiser.

4. The Company shall give each Series B-1 Holder written notice of the determination of the Redeemable Share Fair Market Value pursuant to Article 8.5(D)(2) above within five (5) days after receipt thereof.

E. Series B-1 Holder Representative

1. The holder of a majority of the issued and outstanding Series B-1 Preferred Shares is authorized and empowered to act as the sole representative (the “Series B-1 Holder Representative”) for the benefit of each of the Series B-1 Holders, as agent to act on behalf of each of the Series B-1 Holders, in connection with any indemnification claim pursuant to Sections 9.1(a), 10.2(a) and 10.3 of the Uber Merger Agreement (the “Indemnification Provisions”), which shall include the power and authority as the Series B-1 Holder Representative:

(a) to enforce within authorization the rights and interests of the Series B-1 Holders arising out of or under or in any manner relating to any and all claims for indemnification brought under the Indemnification Provision, including asserting or pursuing any charge, claim, action, complaint, petition, investigation, appeal, suit, litigation or other similar proceeding (“Action”) against the Company Indemnified Persons, defending any third party claims or Actions by any Company Indemnified Person, consenting to, compromising or settling any such Actions, conducting negotiations with Company Indemnified Persons and each of their respective representatives regarding such Actions, and, in connection therewith, to: (A) assert any Action; (B) investigate, defend, contest or litigate any Action initiated by any Company Indemnified Person, or any other Person, or by any governmental authority against the Series B-1 Holder Representative or the Series B-1 Holders and receive process on behalf of the Series B-1 Holders in any such Action and compromise or settle on such terms as the Series B-1 Holder Representative shall determine to be appropriate, and give receipts, releases and discharges with respect to any such Action; (C) file any proofs of debt, claims and petitions as the Series B-1 Holder Representative may deem advisable or necessary; (D) settle or compromise any claims asserted under the Indemnification Provisions; and (E) file and prosecute appeals from any decision, judgment or award rendered in any such Action, it being understood that the Series B-1 Holder Representative shall not have any obligation to take any such actions, and shall not have any liability for any failure to take any such actions;

(b) to receive and deliver any notices, challenge any determination of Redeemable Share Fair Market Value, engage any Appraiser or take any other actions contemplated to be taken by the Series B-1 Holder Representative under this Article 8.5;
(c) to execute and deliver such waivers and consents in connection with the Indemnification Provisions as the Series B-1 Holder Representative, in its sole discretion, may deem necessary or desirable;

(d) to refrain from enforcing any right of any of the Series B-1 Holders or the Series B-1 Holder Representative arising out of or under or in any manner relating to the Indemnification Provisions; provided, however, that no such failure to act on the part of the Series B-1 Holder Representative, except as otherwise provided in the Indemnification Provisions, shall be deemed a waiver of any such right or interest by the Series B-1 Holder Representative or the Series B-1 Holders unless such waiver is in writing signed by the Series B-1 Holder Representative or the waiving party, as applicable; and

(e) to receive, make, execute, acknowledge and deliver all such other agreements, guarantees, orders, receipts, endorsements, notices, requests, instructions, certificates, stock powers, letters and other writings, and, in general, to do any and all things and to take any and all action that the Series B-1 Holder Representative, in its sole and absolute discretion, may consider necessary or proper or convenient in connection with or to carry out the transactions contemplated by the Indemnification Provisions.

2. The Series B-1 Holder Representative shall not be entitled to any fee, commission or other compensation for the performance of its services hereunder, but shall be entitled to the payment of all of its expenses actually incurred in its capacity as the Series B-1 Holder Representative in an equitable way by the Series B-1 Holders who benefit from such services. In connection with this Article 8.5(E) and any instrument, agreement or document relating hereto or thereto, and in exercising or failing to exercise all or any of the powers conferred upon the Series B-1 Holder Representative hereunder (i) the Series B-1 Holder Representative shall incur no liability whatsoever to any Series B-1 Holder by reason of any error in judgment or other act or omission performed or omitted hereunder or in connection with any other agreement, instrument or document, excepting only liability for any act or failure to act which represents willful misconduct, and (ii) the Series B-1 Holder Representative shall be entitled to rely on the advice of counsel, public accountants or other independent experts experienced in the matter at issue, and any error in judgment or other act or omission of the Series B-1 Holder Representative pursuant to such advice shall in no event subject the Series B-1 Holder Representative to liability to the Series B-1 Holders. Each Series B-1 Holder shall indemnify, on a pro rata basis, the Series B-1 Holder Representative against all losses or damages of any nature whatsoever (including, but not limited to, any and all expense whatsoever reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened or any claims whatsoever), arising out of or in connection with any Action or in connection with any appeal thereof, relating to the acts or omissions of the Series B-1 Holder Representative hereunder or otherwise in its capacity as the Series B-1 Holder Representative. The foregoing indemnification in the preceding sentence shall not apply in the event of any Action which finally adjudicates the liability of the Series B-1 Holder Representative hereunder for its willful misconduct.
3. Each Company Indemnified Person shall have the right to rely upon all actions taken or omitted to be taken by the Series B-1 Holder Representative pursuant to this Article 8.5(E), all of which actions and omissions shall be legally binding upon all of the Series B-1 Holders. No Series B-1 Holder shall have any cause of action against any Company Indemnified Person to the extent resulting from such Company Indemnified Person’s reliance upon decisions and actions of the Series B-1 Holder Representative.

**ORDINARY SHARES**

9. Certain rights, preferences, privileges and limitations of the Ordinary Shares are as follows:

9.1 **Dividend Provision.** Subject to the preferential rights of holders of all series and classes of Shares in the Company at the time outstanding having preferential rights as to dividends, the holders of the Ordinary Shares shall, subject to the Statute and these Articles, be entitled to receive, when, as and if declared by the Directors, out of any assets of the Company legally available therefor, such dividends as may be declared from time to time by the Directors.

9.2 **Liquidation.** Upon the liquidation, dissolution or winding up of the Company, the assets of the Company shall be distributed as provided in Article 8.2.

9.3 **Voting Rights.** Except otherwise set forth in Article 8, the holder of each Ordinary Share shall have the right to one vote with respect to such Ordinary Share, and shall be entitled to notice of any Members’ meeting in accordance with these Articles, and shall be entitled to vote upon such matters and in such manner as may be provided for in these Articles.

**REGISTER OF MEMBERS**

10. The Company shall maintain or cause to be maintained the Register of Members in accordance with the Statute. The Register of Members shall be the only evidence as to who are the Members entitled to examine the Register of Members, the list required to be sent to Members under Article 38, or the other books and records of the Company, or to vote in person or by proxy at any meeting of Members.

**FIXING RECORD DATE**

11. The Directors may fix in advance a date as the record date for any determination of Members entitled to notice of or to vote at a meeting of the Members, or any adjournment thereof, and for the purpose of determining the Members entitled to receive payment of any dividend the Directors may, at or within ninety (90) days prior to the date of declaration of such dividend fix a subsequent date as the record date for such determination.

12. If no record date is fixed for the determination of Members entitled to notice of, or to vote at, a meeting of Members or Members entitled to receive payment of a dividend, the date on which notice of the meeting is sent or the date on which the resolution of the Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Article, such determination shall apply to any adjournment thereof.
13. Share certificates representing Shares, if any, shall be in such form as the Directors may determine. Share certificates shall be signed by one or more Directors or other Person authorised by the Directors. The Directors may authorise certificates to be issued with the authorised signature(s) affixed by mechanical process. All certificates for Shares shall be consecutively numbered or otherwise identified and shall specify the Shares to which they relate. All certificates surrendered to the Company for transfer shall be cancelled and, subject to these Articles, no new certificate shall be issued until the former certificate representing a like number of relevant Shares shall have been surrendered and cancelled.

14. The Company shall not be bound to issue more than one certificate for Shares held jointly by more than one Person and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

15. If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and on the payment of such expenses reasonably incurred by the Company in investigating evidence, as the Directors may prescribe, and (in the case of defacement or wearing out) upon delivery of the old certificate.

16. The Shares are subject to transfer restrictions as set forth in the Shareholders Agreement, the Right of First Refusal and Co-Sale Agreement and the Share Restriction Agreements, by and among the Company and certain of its Members. The Company will only register transfers of Shares that are made in accordance with such agreements and will not register transfers of Shares that are made in violation of such agreements. The instrument of transfer of any Share shall be in writing and shall be executed by or on behalf of the transferor (and, if the Directors so require, signed by the transferee). The transferor shall be deemed to remain the holder of a Share until the name of the transferee is entered in the Register of Members.

17. The Company is permitted to redeem, purchase or otherwise acquire any of the Company’s Shares, so long as such redemption, purchase or acquisition (i) is pursuant to any of the Share Incentive Plans, or (ii) is as otherwise agreed by the holder of such Share and the Company, subject in the case of clause (i) or (ii) to compliance with any applicable restrictions set forth in the Shareholders Agreement, the Right of First Refusal and Co-Sale Agreement, the Memorandum and these Articles and the Share Restriction Agreements. The Directors may, prior to the redemption, purchase, acquisition or surrender of any Share, determine that such Share shall be held as a Treasury Share. The Directors may determine to cancel a Treasury Share or transfer a Treasury Share to any person on such terms as they think proper (including, without limitation, for nil consideration), and the transfer of any Treasury Share shall not be subject to the transfer restrictions as set forth in the Shareholders Agreement, the Right of First Refusal and Co-Sale Agreement and the Share Restriction Agreements.

18. Subject to the provisions of the Statute and these Articles, the Company may issue Shares that are to be redeemed or are liable to be redeemed at the option of the Member or the Company. Subject to the provisions of the Statute and these Articles, the Directors may authorize the redemption or purchase by the Company of its own Shares in such manner and on such terms as they think fit and may make a payment in respect of the redemption or purchase of its own Shares in any manner permitted by the Statute, including out of capital.
19. If at any time the share capital of the Company is divided into different classes or series of Shares, the rights attached to any class or series (unless otherwise provided by the terms of issue of the Shares of that class or series) may only be varied with the consent in writing of Members holding not less than a majority of the votes entitled to be cast by holders (in person or by proxy) of Shares on a poll at a general meeting of such class or series affected by the proposed variation of rights or with the sanction of a resolution of such Members holding not less than a majority of the votes which could be cast by holders (in person or by proxy) of Shares of such class or series on a poll at a general meeting but not otherwise; provided that if a higher percentage of votes is required under Article 8, such higher percentage shall also be obtained.

20. For the purpose of the preceding Article, all of the provisions of these Articles relating to general meetings shall apply, to the extent applicable, mutatis mutandis, to every meeting of holders of separate class of shares, except that the necessary quorum shall be one or more Persons holding or representing by proxy at least a majority of the issued Shares of such class and that any Member holding Shares of such class, present in person or by proxy, may demand a poll.

21. Subject to Article 8, the rights conferred upon the holders of Shares or any class of Shares shall not, unless otherwise expressly provided by the terms of issue of such Shares, be deemed to be varied by the creation, redesignation, or issue of Shares ranking senior thereto or pari passu therewith.

COMMISSION ON SALE OF SHARES

22. The Company may, with the approval of the Board (so long as such approval includes the approval of the Majority Investor Directors), so far as the Statute permits, pay a commission to any Person in consideration of his or her subscribing or agreeing to subscribe whether absolutely or conditionally for any Shares. Such commissions may be satisfied by the payment of cash and/or the issue of fully or partly paid-up Shares. The Company may also on any issue of Shares pay such brokerage as may be lawful.

NON-RECOGNITION OF INTERESTS

23. The Company shall not be bound by or compelled to recognise in any way (even when having notice thereof) any equitable, contingent, future or partial interest in any Share, or (except only as is otherwise provided by these Articles or the Statute) any other rights in respect of any Share other than an absolute right to the entirety thereof in the registered holder.

TRANSMISSION OF SHARES

24. If a Member dies, the survivor or survivors where such Member was a joint holder, and his or her legal personal representatives where such Member was a sole holder, shall be the only Persons recognised by the Company as having any title to such Member’s interest. The estate of a deceased Member is not thereby released from any liability in respect of any Share that had been jointly held by such Member.

25. Any Person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may from time to time be required by the Directors, elect either to become the holder of the Share or to have some Person nominated by him or her as the transferee, but the Board of Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by that Member before his death or bankruptcy, as the case may be.
26. If the Person so becoming entitled shall elect to be registered as the holder, such Person shall deliver or send to the Company a notice in writing signed by such Person stating that he or she so elects.

AMENDMENTS OF MEMORANDUM AND ARTICLES OF ASSOCIATION AND ALTERATION OF CAPITAL

27. Subject to Article 8, the other provisions of these Articles and the other Transaction Documents, the Company may by Ordinary Resolution:
   27.1 increase the share capital by such sum as the resolution shall prescribe and with such rights, priorities and privileges annexed thereto, as the Company in general meeting may determine;
   27.2 consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;
   27.3 by subdivision of its existing Shares or any of them divide the whole or any part of its share capital into Shares of smaller amount than is fixed by the Memorandum or into Shares without par value;
   27.4 cancel any Shares that at the date of the passing of the resolution have not been taken or agreed to be taken by any Person; and
   27.5 perform any action not required to be performed by Special Resolution.

28. Subject to the provisions of the Statute and the provisions of these Articles, and subject further to Article 8, the Company may by Special Resolution:
   28.1 change its name;
   28.2 alter or add to these Articles;
   28.3 alter or add to the Memorandum with respect to any objects, powers or other matters specified therein; and
   28.4 reduce its share capital and any capital redemption reserve fund.

REGISTERED OFFICE

29. Subject to the provisions of the Statute, the Company may by resolution of the Directors change the location of its Registered Office.

GENERAL MEETINGS

30. All general meetings other than annual general meetings shall be called extraordinary general meetings.

31. The Company shall, if required by the Statute, in each year hold a general meeting as its annual general meeting, and shall specify the meeting as such in the notices calling it. The annual general meeting shall be held at such time and place as the Directors shall appoint. At these meetings, the report of the Directors (if any) shall be presented.
32. The Directors may call general meetings, and they shall on a Members requisition forthwith proceed to convene an extraordinary general meeting of the Company.

33. A Member’s requisition is a requisition of Members of the Company holding, on the date of deposit of the requisition, (i) not less than sixty percent (60%) of the voting power of all of the Ordinary Shares (excluding the Ordinary Shares converted from the Preferred Shares), and (ii) not less than 1/2 of the voting power of the Preferred Shares (on an as if converted basis) of the Company entitled to attend and vote at general meetings of the Company.

34. The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more requisitionists.

35. If the Directors do not within twenty-one (21) days from the date of the deposit of the requisition duly proceed to convene a general meeting to be held within a further twenty-one (21) days, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may themselves convene a general meeting, but any meeting so convened shall not be held after the expiration of three (3) months after the expiration of the said twenty-one (21) days.

36. A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

**NOTICE OF GENERAL MEETINGS**

37. At least ten (10) Business Days’ notice shall be given of any general meeting unless such notice is waived either before, at or after such meeting by (i) the Members (or their proxies) holding sixty percent (60%) of the aggregate voting power of all of the Ordinary Shares entitled to attend and vote thereat (excluding the Ordinary Shares converted from the Preferred Shares), and (ii) by the Members (or their proxies) holding 1/2 of the aggregate voting power of all of the Preferred Shares entitled to attend and vote thereat. Every notice shall be exclusive of the day on which it is given or deemed to be given and shall specify the place, the day and the hour of the meeting and the general nature of the business and shall be given in the manner hereinbefore mentioned or in such other manner, if any, as may be prescribed by the Company, provided that a general meeting of the Company shall, whether or not the notice specified in this regulation has been given and whether or not the provisions of the Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed by (i) the Members (or their proxies) holding seventy percent (70%) of the aggregate voting power of all of the Ordinary Shares entitled to attend and vote thereat (excluding the Ordinary Shares converted from the Preferred Shares), and (ii) by the Members (or their proxies) holding 1/2 of the aggregate voting power of all of the Preferred Shares entitled to attend and vote thereat.

38. The officer of the Company who has charge of the Register of Members of the Company shall prepare and make, at least two (2) Business Days before every general meeting, a complete list of the Members entitled to vote at the general meeting, arranged in alphabetical order, and showing the address of each Member and the number of shares registered in the name of each Member. Such list shall be open to examination by any Member for any purpose germane to the meeting, during ordinary business hours, for a period of at least two (2) Business Days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any Member of the Company who is present.

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39. The holders of (i) sixty percent (60%) aggregate voting power of all of the Ordinary Shares entitled to notice of and to attend and vote at such general meeting (excluding the Ordinary Shares converted from the Preferred Shares), and (ii) 1/2 of the aggregate voting power of all of the Preferred Shares entitled to attend and vote thereat, together, present in person or by proxy or if a company or other non-natural Person by its duly authorised representative shall be a quorum. Subject to Article 42, no business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business.

40. A Person may participate at a general meeting by conference telephone or other communications equipment by means of which all the Persons participating in the meeting can communicate with each other. Participation by a Person in a general meeting in this manner is treated as presence in person at that meeting.

41. A resolution in writing (in one or more counterparts) shall be as valid and effective as if the resolution had been passed at a duly convened and held general meeting of the Company if it is signed by all Members eligible to vote on such resolution at a duly convened and held general meeting of the Company.

42. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum and the votes present may continue to transact business until adjournment. If, however, such quorum shall not be present or represented at any general meeting, the Members (or their proxies) holding a majority of the aggregate voting power of all of the Shares represented at the meeting may adjourn the meeting from time to time, until a quorum shall be present or represented; provided that, if notice of such meeting has been duly delivered to all Members ten (10) Business Days prior to the scheduled meeting in accordance with the notice procedures hereunder, and the quorum is not present within one hour from the time appointed for the meeting solely because of the absence of any Member, the meeting shall be adjourned to the fourth (4th) following Business Day at the same time and place (or to such other time or such other place as the directors may determine) with notice delivered to all Members three (3) Business Days prior to the adjourned meeting in accordance with the notice procedures under Articles 108 through 112 and, if at the adjourned meeting, the quorum is not present within one half hour from the time appointed for the meeting solely because of the absence of such Member, then the presence of such Member shall not be required at such adjourned meeting for purposes of establishing a quorum. At such adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally notified.

43. The chairman, if any, of the Board of Directors shall preside as chairman at every general meeting of the Company.

44. With the consent of a general meeting at which a quorum is present, the chairman may (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a general meeting is adjourned, notice of the adjourned meeting shall be given as in the case of an original meeting.

45. A resolution put to the vote of the meeting shall be decided by poll and not on a show of hands.
46. Subject to Article 8.4(A), on a poll a Member shall have one vote for each Ordinary Share he holds on an as converted basis.

47. Except on a poll on a question of adjournment, a poll shall be taken as the chairman directs, and the result of the poll shall be deemed to be the resolution of the general meeting at which the poll was demanded.

48. A poll on a question of adjournment shall be taken forthwith.

49. A poll on any other question shall be taken at such time as the chairman of the general meeting directs, and any business other than that upon which a poll has been demanded or is contingent thereon may proceed pending the taking of the poll.

VOTES OF MEMBERS

50. Except as otherwise required by law or these Articles, the holders of Ordinary Shares and the Preferred Shares shall vote together on an as converted basis on all matters submitted to a vote of Members.

51. In the case of joint holders of record, the vote of the senior holder who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the Register of Members.

52. A Member of unsound mind, or in respect of whom an order has been made by any court, having jurisdiction in lunacy, may vote by his or her committee, receiver, or other Person on such Member’s behalf appointed by that court, and any such committee, receiver, or other Person may vote by proxy.

53. No Person shall be entitled to vote at any general meeting or at any separate meeting of the holders of a class or series of Shares unless he or she is registered as a Member on the record date for such meeting nor unless all calls or other monies then payable by such Member in respect of Shares have been paid.

54. No objection shall be raised to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

55. Votes may be cast either personally or by proxy. A Member may appoint more than one proxy or the same proxy under one or more instruments to attend and vote at a meeting.

56. A Member holding more than one Share need not cast the votes in respect of his or her Shares in the same way on any resolution and therefore may vote a Share or some or all such Shares either for or against a resolution and/or abstain from voting a Share or some or all of the Shares and, subject to the terms of the instrument appointing him or her, a proxy appointed under one or more instruments may vote a Share or some or all of the Shares in respect of which he or she is appointed either for or against a resolution and/or abstain from voting.

PROXIES

57. The instrument appointing a proxy shall be in writing, be executed under the hand of the appointor or of his or her attorney duly authorised in writing, or, if the appointor is a corporation, under the hand of an officer or attorney duly authorised for that purpose. A proxy need not be a Member of the Company.
58. The instrument appointing a proxy shall be deposited at the Registered Office or at such other place as is specified for that purpose in the notice convening the meeting, no later than the time for holding the meeting or adjourned meeting.

59. The instrument appointing a proxy may be in any usual or common form and may be expressed to be for a particular meeting or any adjournment thereof or generally until revoked. An instrument appointing a proxy shall be deemed to include the power to demand or join or concur in demanding a poll.

60. Votes given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given unless notice in writing of such death, insanity, revocation or transfer was received by the Company at the Registered Office before the commencement of the general meeting or adjourned meeting at which it is sought to use the proxy.

**CORPORATE MEMBERS**

61. Any corporation or other non-natural Person that is a Member may in accordance with its constitutional documents, or in the absence of such provision by resolution of its directors or other governing body, authorise such Person as it thinks fit to act as its representative at any meeting of the Company or any class of Members, and the Person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he or she represents as the corporation could exercise if it were an individual Member.

**SHARES THAT MAY NOT BE VOTED**

62. Shares in the Company that are beneficially owned by the Company or held by it in a fiduciary capacity shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding Shares at any given time.
The Company shall have a Board consisting of up to eight (8) authorized Directors with voting right and one (1) authorized non-voting director without voting right (a “Non-Voting Director”). The composition of eight (8) authorized Directors with voting right shall be determined as follows: (i) CHENG Wei shall be one (1) Director on the Board for as long as he continues to be a member of the senior management of the Company, (ii) LIU Qing shall be one (1) Director on the Board for as long as she continues to be a member of the senior management of the Company, (iii) the holders of the Ordinary Shares who are or whose beneficial owners are members of the senior management of any Group Company, voting as a separate class, shall be exclusively entitled to designate, appoint, remove, replace and reappoint at any time or from time to time one (1) Director on the Board (together with CHENG Wei and LIU Qing, each a “Management Director”), (iv) each of the Strategic Investors shall be exclusively entitled to designate, appoint, remove, replace and reappoint at any time or from time to time one (1) Director on the Board (each a “Strategic Investor Director”), (v) each of (A) the holders of seventy percent (70%) of the voting power of the outstanding Series A-1 through Series A-18 Preferred Shares (other than any such Shares held by Tencent, Alibaba, Ant Financial or Apple), voting as a separate class and on an as-converted basis, (B) Apple and (C) the largest holder of the outstanding Series B-2 Preferred Shares as of the date of Closing, shall be entitled to designate, appoint, remove, replace and reappoint at any time or from time to time one (1) Director on the Board (each a “Preferred Director”). The rights of each Strategic Investor hereunder shall terminate in the event that such Strategic Investor directly or indirectly sells, assigns, transfers, pledges, hypothecates, or otherwise encumbers or disposes of a number of Shares which exceeds forty percent (40%) of the Shares held by such Strategic Investor on the Kuaidi Merger Effective Date (as adjusted in connection with share splits or share consolidation, reclassification or other similar event) to any Person who is not an Affiliate of such Strategic Investor, provided, however, that any such sale, assignment, transfer, pledge, hypothecation, encumbrance or disposal by Alibaba to Ant Financial (or vice versa) shall be disregarded for purposes of this Article 63. The rights of Apple hereunder shall terminate in the event that Apple directly or indirectly sells, assigns, transfers, pledges, hypothecates, or otherwise encumbers or disposes of a number of Shares which exceeds forty percent (40%) of the Shares held by Apple as of May 12, 2016 (as adjusted in connection with share splits or share consolidation, reclassification or other similar event) to any Person who is not an Affiliate of Apple. The rights of the largest holder of Series B-2 Preferred Shares under this Article 63(v)(C) shall terminate in the event that such holder in aggregate directly or indirectly sells, assigns, transfers, pledges, hypothecates, or otherwise encumbers or disposes of a number of Shares which exceeds forty percent (40%) of the Series B-2 Preferred Shares held by such holder and its Affiliates as of the date of Closing (as adjusted in connection with share splits or share consolidation, reclassification or other similar event) to any Person who is not an Affiliate; provided, however, that no lien, pledge, charge, mortgage or similar that creates a mere security interest in any Series B-2 Preferred Shares in connection with a bona fide financing transaction shall be deemed to result in the termination of any rights of the largest holder of Series B-2 Preferred Shares under this Article 63(v)(C). The Non-Voting Director shall be designated by such Member as agreed in writing by the Company. In the event a Member is entitled to designate, appoint, remove, replace and reappoint at any time or from time to time, the rights and term of such Non-Voting Director shall be subject to any agreement entered into between the Company and such Member with respect to the Non-Voting Director.

**POWERS OF DIRECTORS**

The Company shall be managed by or under the direction of the Directors who may exercise all the powers of the Company; provided, however, that the Company shall not carry out any action inconsistent with Articles 8 and 9. No alteration of the Memorandum or these Articles and no such direction shall invalidate any prior act of the Directors that would have been valid if that alteration had not been made or that direction had not been given. A duly convened meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall determine.

Subject to Article 8, the Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his or her spouse or dependents and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

Subject to Article 8, the Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture shares, mortgages, bonds and other such securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

**VACATION OF OFFICE AND REMOVAL OF DIRECTOR**

The office of a Director shall be vacated if:

68.1 such Director gives notice in writing to the Company that he or she resigns the office of Director; or

68.2 such Director dies, becomes bankrupt or makes any arrangement or composition with such Director’s creditors generally; or

68.3 such Director is found to be or becomes of unsound mind;

Any Director who shall have been elected by a specified group of Members may be removed during the aforesaid term of office, either for or without cause, by, and only by, the affirmative vote of the group of Members then entitled to elect such Director in accordance with Article 63, given at a special meeting of such Members duly called or by an action by written consent for that purpose Any vacancy in the Board of Directors caused as a result of such removal or one or more of the events set out in Article 68 of any Director who shall have been elected by a specified group of Members, may be filled by, and only by, the affirmative vote of the group of Members then entitled to elect such Director in accordance with Article 63, given at a special meeting of such Members duly called or by an action by written consent for that purpose, unless otherwise agreed upon among such Members.
70. A Director may by a written instrument appoint an alternate who need not be a Director, and an alternate is entitled to attend meetings in the absence of the Director who appointed him and to vote or consent in place of the Director. At all meetings of the Board of Directors a majority of the number of the Directors in office elected in accordance with Article 63 that includes (x) any two (2) Investor Directors and (y) any two (2) Management Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the vote of a majority of the Directors present (in person or in alternate) at any meeting at which there is a quorum, shall be the act of the Board of Directors, except as may be otherwise specifically provided by the Statute, the Memorandum or these Articles. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting, until a quorum shall be present. A quorum, once established, shall not be broken by the withdrawal of Director to leave less than a quorum and the votes present may continue to transact business until adjournment. If, however, such quorum shall not be present or represented at any Board meeting, the Directors (or their proxies) appointed by Members holding a majority of the aggregate voting power of all of the Shares represented at the meeting may adjourn the meeting from time to time, until a quorum shall be present or represented; provided that, if notice of such meeting has been duly delivered to all Directors ten (10) Business Days prior to the scheduled meeting in accordance with the notice procedures hereunder, and the quorum is not present within one hour from the time appointed for the meeting solely because of the absence of any Director, the meeting shall be adjourned to the seventh (7th) following Business Day at the same time and place (or to such other time or such other place as the directors may determine) with notice delivered to all Directors 48 hours prior to the adjourned meeting in accordance with the notice procedures under Articles 108 through 112 and, if at the adjourned meeting, the quorum is not present within one half hour from the time appointed for the meeting solely because of the absence of any Director, then the presence of such Director shall not be required at such adjourned meeting for purposes of establishing a quorum. At such adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally notified.

71. Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit, provided, however that the board meetings shall be held at least once every three (3) months unless the Board otherwise approves and that a written notice of each meeting, agenda of the business to be transacted at the meeting and all documents and materials to be circulated at or presented to the meeting shall be sent to all Directors entitled to receive notice of the meeting at least five (5) Business Days before the meeting and a copy of the minutes of the meeting shall be sent to such Persons.
A Person may participate in a meeting of the Directors or committee of the Board of Directors by conference telephone or other communications equipment by means of which all the Persons participating in the meeting can communicate with each other at the same time. Participation by a Person in a meeting in this manner is treated as presence in person at that meeting. Unless otherwise determined by the Directors, the meeting shall be deemed to be held at the place where the chairman is at the start of the meeting.

A resolution in writing (in one or more counterparts) signed by all the Directors or all the members of a committee of the Board of Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors, or committee of the Board of Directors as the case may be, duly convened and held.

Meetings of the Board of Directors may be called by any Director on forty-eight (48) hours’ notice to each Director in accordance with Articles 108 through 112.

The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company, but for no other purpose.

The Directors shall elect one of the Management Directors to be the chairman of the Board. With respect to all matters that are subject to vote of the Directors, including but not limited to the matters set forth in, and without prejudice to, Article 8.4(B)(2), the chairman shall have a casting vote.

All acts done by any meeting of the Directors or of a committee of the Board of Directors shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or that they or any of them were disqualified, be as valid as if every such Person had been duly appointed and qualified to be a Director.

**PRESUMPTION OF ASSENT**

A Director of the Company who is present at a meeting of the Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless the Director’s dissent shall be entered in the minutes of the meeting or unless the Director shall file his or her written dissent from such action with the Person acting as the chairman or secretary of the meeting before the adjournment thereof or shall forward such dissent by registered post to such Person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favour of such action.

**DIRECTORS’ INTERESTS**

Subject to Article 82, a Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his or her office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.

Subject to Article 82, a Director may act by himself or herself or his or her firm in a professional capacity for the Company and such Director or firm shall be entitled to remuneration for professional services as if such Director were not a Director.

Subject to Article 82, a Director of the Company may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as Member or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by such Director as a director or officer of, or from his or her interest in, such other company.
In addition to any further restrictions set forth in these Articles, no Person shall be disqualified from the office of Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director (an “Interested Director”) shall be in any way, whether directly or indirectly, interested (each, an “Interested Transaction”) be or be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such Interested Transaction by reason of such Director holding office or of the fiduciary relation thereby established. So long as material facts of the interest of an Interested Director in the agreement or transaction and his or her interest in or relationship to any other party to the agreement or transaction are disclosed in good faith to and are known by the other Directors, the Interested Director shall be counted towards a quorum of those present at a Board meeting on any resolution concerning a matter in which that director has a direct or indirect interest, provided that such director shall not vote on such resolution and his or her vote shall not be counted in determining whether any requisite approval over such matter has been satisfied.

MINUTES

The Directors shall cause minutes to be made in books kept for the purpose of all appointments of officers made by the Directors, all proceedings at meetings of the Company or the holders of any series of Shares and of the Directors, and of committees of the Board of Directors including the names of the Directors present at each meeting.

DELEGATION OF DIRECTORS’ POWERS

Subject to these Articles, the Board of Directors may establish any committees, and approve the delegation of any of their powers to any committee consisting of one or more Directors, provided that two (2) Investor Directors, as so elected by all the Investor Directors, shall be appointed as members of such committee and shall be required for a quorum of such committee, provided that in the event that one Strategic Investor Director is elected to serve on a committee, then the other Strategic Investor Director shall be entitled to serve on the same committee. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence of disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another Director to act at the meeting in the place of the absent or disqualified member if such other Director’s appointment is approved or ratified by the Board of Directors.

Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Company. Each committee shall keep regular minutes and report to the Board of Directors when required. Subject to these Articles, the proceedings of a committee of the Board of Directors shall be governed by the Articles regulating the proceedings of the Board of Directors, so far as they are capable of applying.

The Board of Directors may also, with prior consent of at least three (3) Investor Directors, delegate to any managing Director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by such Person provided that the appointment of a managing Director shall be revoked forthwith if he or she ceases to be a Director. Any such delegation may be made subject to any conditions the Board of Directors, with prior consent of at least three (3) Investor Directors, may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered.
87. Subject to these Articles, the Directors may by power of attorney or otherwise appoint any company, firm, Person or body of Persons, whether nominated directly or indirectly by the Directors, to be the attorney or authorised signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of Persons dealing with any such attorneys or authorised signatories as the Directors may think fit and may also authorise any such attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in him or her.

88. Subject to these Articles, the Directors may appoint such officers as they consider necessary on such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors may think fit. Unless otherwise specified in the terms of an officer’s appointment, an officer may be removed by resolution of the Directors or Members, provided however, the removal of Mr. CHENG Wei from his position as CEO of the Company and any other Group Companies of which he serves as any officer shall require the approval of all of the Investor Directors and such removal shall be based solely on the following grounds: (i) such officer has been convicted of, or pleads guilty to, any felony under applicable laws or any act of embezzlement, fraud, bribery or similar offense; or (ii) a court of competent jurisdiction, in a judgment that has become final and that is no longer subject to appeal or review, determines that any intentional misconduct of such officer has materially and adversely affected the interests of the Shareholders, the business or reputation of the Company, or that such officer has breached in any material respect his non-competition agreement; provided, however, in the case of (ii) above, if the matters have not been determined by a final judgment, the Board may resolve (which resolutions shall require the approval of all of the Investor Directors) to temporarily suspend Mr. CHENG Wei’s duty as CEO of the Company and any other Group Companies of which he serves as an officer until such matters are finally adjudicated.

**NO MINIMUM SHAREHOLDING**

89. There is no minimum shareholding required to be held by a Director.

**REMUNERATION OF DIRECTORS**

90. The remuneration to be paid to the Directors, if any, shall be such remuneration as determined by the Board (including the consent of the Majority Investor Directors). The Director who is not an employee of any Group Company shall also be entitled to be paid all reasonable travelling, hotel and other out-of-pocket expenses properly incurred by them in connection with their attendance at meetings of the Board of Directors or committees of the Board of Directors, or general meetings of the Company, or separate meetings of the holders of any series of Shares or debentures of the Company, or otherwise in connection with the business of the Company.

91. The Directors may by resolution of the majority of the Board (including the consent of the Majority Investor Directors), approve additional remuneration to any Director for any services other than his or her ordinary routine work as a Director. Any fees paid to a Director who is also counsel or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to his or her remuneration as a Director.

**SEAL**

92. The Company may, if the Directors so determine, have a Seal. The Seal shall only be used by the authority of the Directors or of a committee of the Board of Directors authorised by the Board of Directors. Every instrument to which the Seal has been affixed shall be signed by at least one Person who shall be either a Director or some officer or other Person appointed by the Directors for the purpose.
The Company may have for use in any place or places outside the Cayman Islands a duplicate Seal or Seals each of which shall be a facsimile of the common Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.

A Director or officer, representative or attorney of the Company may without further authority of the Directors affix the Seal over his or her signature alone to any document of the Company required to be authenticated by him or her under seal or to be filed with the Registrar of Companies in the Cayman Islands or elsewhere wheresoever.

DIVIDENDS, DISTRIBUTIONS AND RESERVE

Subject to the Statute and these Articles, the Directors may declare dividends and distributions on Shares in issue and authorise payment of the dividends or distributions out of the assets of the Company lawfully available therefor. No dividend or distribution shall be paid except out of the realised or unrealised profits of the Company, or out of the share premium account or as otherwise permitted by the Statute.

All dividends and distributions shall be declared and paid according to the provisions of Articles 8 and 9.

The Directors may deduct from any dividend or distribution payable to any Member all sums of money (if any) then payable by such Member to the Company on account of calls or otherwise.

Subject to the provisions of Articles 8 and 9, the Directors may declare that any dividend or distribution be paid wholly or partly by the distribution of specific assets and in particular of shares, debentures or securities of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional Shares and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees as may seem expedient to the Directors.

Any dividend, distribution, interest or other monies payable in cash in respect of Shares may be paid by wire transfer to the holder or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the holder who is first named on the Register of Members or to such Person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the Person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends, bonuses or other monies payable in respect of the Share held by them as joint holders.

No dividend or distribution shall bear interest against the Company, except as expressly provided in these Articles.

Any dividend that cannot be paid to a Member and/or that remains unclaimed after six (6) months from the date of declaration of such dividend may, in the discretion of the Directors, be paid into a separate account in the Company’s name, provided that the Company shall not be constituted as a trustee in respect of that account and the dividend shall remain as a debt due to the Member. Any dividend that remains unclaimed after a period of six (6) years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.
102. Subject to these Articles, including but not limited to Article 8, the Directors may capitalise any sum standing to the credit of any of the Company’s reserve accounts (including share premium account and capital redemption reserve fund) or any sum standing to the credit of profit and loss account or otherwise available for distribution and to appropriate such sum to Members in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of dividend as set forth in Articles 8 and 9 hereof and to apply such sum on their behalf in paying up in full unissued Shares for allotment and distribution credited as fully paid-up to and amongst them in the proportion aforesaid. In such event, the Directors shall do all acts and things required to give effect to such capitalization, with full power to the Directors to make such provisions as they think fit for the case of Shares becoming distributable in fractions (including provisions whereby the benefit of fractional entitlements accrue to the Company rather than to the Members concerned). The Directors may authorise any Person to enter on behalf of all of the Members interested into an agreement with the Company providing for such capitalization and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

103. The Directors shall cause proper books of account to be kept at such place as they may from time to time designate with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company’s affairs and to explain its transactions. The Directors shall from time to time determine whether and to what extent and at what times and places, and under what conditions or regulations, the accounts and books of the Company or any of them shall be open to inspection of Members not being Directors and no such Member shall have any right of inspecting any account or book or document of the Company except as conferred by the Statute or authorized by the Directors or the Company in general meeting or in a written agreement binding on the Company. The Company shall cause all books of account to be maintained for a minimum period of five years from the date on which they were prepared.

104. The Directors may from time to time cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law.

105. Subject to Article 8.4(B), the Directors may appoint an Auditor of the Company who shall hold office until removed from office by a resolution of the Directors, and may fix the Auditor’s remuneration.

106. Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditor.

107. Auditors shall, if so required by the Directors, make a report on the accounts of the Company during their tenure of office at the next annual general meeting following their appointment in the case of a company that is registered with the Registrar of Companies as an ordinary company, and at the next extraordinary general meeting following their appointment in the case of a company that is registered with the Registrar of Companies as an exempted company and at any other time during their term of office, upon request of the Directors or any general meeting of the Members.
NOTICES

108. Except as otherwise provided in these Articles, notices shall be in writing. Notice may be given by the Company to any Member or Director either personally or by sending it by next-day or second-day courier service, fax, electronic mail or similar means to such Member or Director (as the case may be) or to the address of such Member or Director as shown in the Register of Members or the Register of Directors (as the case may be) (or where the notice is given by electronic mail by sending it to the electronic mail address provided by such Member or Director).

109. Where a notice is sent by next-day or second-day courier service, service of the notice shall be deemed to be effected by properly addressing, pre-paying and sending by next-day or second-day service through an internationally-recognized courier a letter containing the notice, with a written confirmation of delivery, and to have been effected at the earlier of (i) delivery (or when delivery is refused) and (ii) expiration of two (2) Business Days after the letter containing the same is sent as aforesaid. Where a notice is sent by fax or electronic mail, service of the notice shall be deemed to be effected by properly addressing, and sending such notice through a transmitting organization, with a written confirmation of delivery, and to have been effected on the day the same is sent as aforesaid, if such day is a Business Day and if sent during normal business hours of the recipient, otherwise the next Business Day. Notwithstanding the foregoing, to the extent a “with a copy to” address is designated, notice must also be given to such address in the manner above for such notice, request, consent or other communication hereunder to be effective.

110. A notice may be given by the Company to the Person or Persons that the Company has been advised are entitled to a Share or Shares in consequence of the death or bankruptcy of a Member in the same manner as other notices that are required to be given under these Articles and shall be addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address supplied for that purpose by the Persons claiming to be so entitled, or at the option of the Company, by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

111. Notice of every general meeting shall be given in any manner hereinbefore authorised to every Person shown as a Member in the Register of Members on the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the Register of Members and every Person upon whom the ownership of a Share devolves by reason of his or her being a legal personal representative or a trustee in bankruptcy of a Member of record where the Member of record but for his or her death or bankruptcy would be entitled to receive notice of the meeting, and no other Person shall be entitled to receive notices of general meetings.

112. Whenever any notice is required by law or these Articles to be given to any Director, member of a committee or Member, a waiver thereof in writing, signed by the Person or Persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

WINDING UP

113. If the Company shall be wound up, assets available for distribution amongst the Members shall be distributed, in accordance with Articles 8 and 9.
If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Statute, divide amongst the Members in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for that purpose value any assets and, subject to Articles 8 and 9, determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.

**INDEMNITY**

To the maximum extent permitted by applicable law and subject to the terms of the indemnification agreements entered into between certain members of the Board and the Company, the Directors and officers for the time being of the Company and any trustee for the time being acting in relation to any of the affairs of the Company and their heirs, executors, administrators and personal representatives respectively shall be indemnified out of the assets of the Company from and against all actions, proceedings, costs, charges, losses, damages and expenses that they or any of them shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own fraud or dishonesty, and no such Director or officer or trustee shall be answerable for the acts, receipts, neglects or defaults of any other Director or officer or trustee or for joining in any receipt for the sake of conformity or for the solvency or honesty of any banker or other Persons with whom any monies or effects belonging to the Company may be lodged or deposited for safe custody or for any insufficiency of any security upon which any monies of the Company may be invested or for any other loss or damage due to any such cause as aforesaid or which may happen in or about the execution of his or her office or trust unless the same shall happen through the fraud or dishonesty of such Director or officer or trustee. Except with respect to proceedings to enforce rights to indemnification pursuant to this Article, the Company shall indemnify any such indemnitee pursuant to this Article in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors. The right to indemnification conferred in this Article shall include the right to be paid by the Company the expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent provided by, and subject to the requirements of, applicable law, so long as the indemnitee agrees with the Company to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this Article.

To the maximum extent permitted by applicable law, the Directors and officers for the time being of the Company and any trustee for the time being acting in relation to any of the affairs of the Company and their heirs, executors, administrators and personal representatives respectively shall not be personally liable to the Company or its Members for monetary damages for breach of their duty in their respective offices, except such (if any) as they shall incur or sustain by or through their own fraud or dishonesty respectively.

**FINANCIAL YEAR**

Unless the Directors otherwise prescribe, the financial year of the Company shall end on the 31st of December in each year and, following the year of incorporation, shall begin on the 1st of January in each year.
TRANSFER BY WAY OF CONTINUATION

118. If the Company is exempted as defined in the Statute, it shall, subject to the provisions of the Statute and with the approval of a Special Resolution and the written consent of the Majority Preferred Holders, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands; provided that the rights, privileges and preferences attaching to each series of Preferred Shares as set out in Article 8 shall not be adversely affected.

DRAG ALONG RIGHTS

119. If (i) each Strategic Investor, (ii) Apple, (iii) Majority Preferred Holders, and (iv) the holders of a majority of the then-outstanding Ordinary Shares (which shall exclude any Ordinary Shares converted from Preferred Shares, but which must include the approval of the Didi Principal Holding Company), approve a Deemed Liquidation Event, Share Sale or other sale of the Company, whether structured as a merger, reorganization, sale of all or substantially all of the assets of the Company, sale of Control of the Company (through a Share Sale or otherwise) (collectively, a “Trade Sale”), and in each case, the valuation of the Company under such transactions shall have exceeded the Post-Closing Valuation (the “Approved Sale” and each such Shareholder approving the Approved Sale, the “Drag Holder”), to any Person (the “Offeror”), then at the request of the Drag Holders, the Company shall promptly notify in writing each other holder of Equity Securities of the Company of such approval and the material terms and conditions of such proposed Approved Sale (the “Sale Notice”). For the avoidance of doubt, in all cases any exercise of rights pursuant to Articles 119 through 121 hereof shall constitute a Deemed Liquidation Event. Upon the receipt of the Sale Notice each holder of the Equity Securities shall, in accordance with instructions received from the Company at the direction of the Drag Holders:

(i) Sell, at the same time as the Drag Holders sell to the Offeror, in the Approved Sale, all of its Equity Securities of the Company or the same percentage of its Equity Securities of the Company as the Drag Holders sell, on the same terms and conditions as were agreed to by the Drag Holders; provided, however, that such terms and conditions, including with respect to price paid or received per Equity Security of the Company, may differ as between different classes of Equity Securities of the Company, but in any case the proceeds from such Approved Sale shall be distributed in accordance with Article 8.2(A); and provided further that some holders may be given the right or opportunity to exchange or roll a portion of their Equity Securities of the Company for Equity Securities of the acquirer or an Affiliate thereof in the Approved Sale but in such event there shall be no obligation to afford such right or opportunity to all of such holders.

(ii) Vote all of its Equity Securities of the Company (a) in favor of such Approved Sale, (b) against any other consolidation, recapitalization, amalgamation, merger, sale of securities, sale of assets, business combination, or transaction that would interfere with, delay, restrict, or otherwise adversely affect such Approved Sale, and (c) against any action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company under the definitive agreement(s) related to such Approved Sale or that could result in any of the conditions to the closing obligations under such agreement(s) not being fulfilled, and, in connection therewith, to be present (in person or by proxy) at all relevant meetings of the shareholders of the Company (or adjournments thereof) or to approve and execute all relevant written consents in lieu of a meeting.

(iii) Not exercise any dissenters’ or appraisal rights under applicable law with respect to such Approved Sale.
Take all necessary actions in connection with the consummation of such Approved Sale as reasonably requested by the Drag Holders, including but not limited to the execution and delivery of any share transfer or other agreements prepared in connection with such Approved Sale, and the delivery, at the closing of such Approved Sale involving a sale of stock, of all certificates representing stock held or controlled by such Member, duly endorsed for transfer or accompanied by a duly executed share transfer form, or affidavits and indemnity undertakings with respect to lost certificates.

Restructure such Approved Sale, as and if reasonably requested by the Drag Holders, as a merger, consolidation, restructuring or similar transaction, or a sale of all or substantially all of the assets of the Company, or otherwise.

In any such Approved Sale, (i) each Member shall bear a proportionate share (based upon the relative proceeds received in such transaction) of the Drag Holders’ expenses incurred in the transaction, including, without limitation, legal, accounting and investment banking fees and expenses, and (ii) each Member shall severally, not jointly, join on a pro rata basis (based upon the relative proceeds received in such transaction) in any indemnification or other obligations that are part of the terms and conditions of such Approved Sale (other than those that relate specifically to a particular Member, such as indemnification with respect to representations and warranties given by such Member regarding such Member’s title to and ownership of shares, due authorization, enforceability, and no conflicts, which shall instead be given solely by such Member) but only up to the net proceeds paid to such Member in connection with such Approved Sale. Without limiting the foregoing sentence, no Member who is not an employee or officer or controlling shareholder of a Group Company shall be required to make any representations or warranties other than with respect to itself (including due authorization, title to shares and enforceability of applicable agreements).

In the event that any Member fails for any reason to take any of the foregoing actions under Article 119 following the Sale Notice, such Member hereby grants an irrevocable power of attorney and proxy to any Director approving the Approved Sale to take all necessary actions and execute and deliver all documents deemed by such Director to be reasonably necessary to effectuate the terms hereof. The rights of Apple under Section 119 above shall terminate in the event that Apple owns less than 10,000,000 Ordinary Shares (on a fully diluted basis, including Preferred Shares on an as-converted basis, assuming full conversion and exercise of all outstanding options and other outstanding convertible and exercisable securities and as adjusted in connection with share splits or share consolidation, reclassification or other similar event).

None of the transfer restrictions set forth in the Right of First Refusal and Co-Sale Agreement shall apply in connection with an Approved Sale, notwithstanding anything in the Right of First Refusal and Co-Sale Agreement to the contrary.

All Shares held or acquired by “Affiliates” (as defined in the Shareholders Agreement) of an Investor (as defined in the Shareholders Agreement) or a Shareholder shall be aggregated for purposes of determining the availability of any voting and other rights under these Articles. Shares held or acquired by Alibaba or Ant Financial shall be aggregated for purposes of determining the availability of any rights of Alibaba or Ant Financial, as applicable, under these Articles.

If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days’ notice requiring payment of the amount unpaid together with any interest, which may have accrued. The notice shall specify where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.
124. If the notice is not complied with, any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors. Such forfeiture shall include all dividends or other monies declared payable in respect of the forfeited Share and not paid before the forfeiture.

125. A forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the Share in favour of that person.

126. A forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the Share in favour of that person.

127. A certificate in writing under the hand of one Director or officer of the Company that a Share has been forfeited on a specified date shall be conclusive evidence of the fact as against all persons claiming to be entitled to the Share. The certificate shall (subject to the execution of an instrument of transfer) constitute a good title to the Share and the person to whom the Share is disposed of shall not be bound to see to the application of the purchase money, if any, nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.

128. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the par value of the Share or by way of premium as if it had been payable by virtue of a call duly made and notified.
AMENDED AND RESTATED
SHAREHOLDERS AGREEMENT
OF
XIAOJU KUAIZHI INC.
DATED AS OF:
August 9, 2019
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AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

THIS AMENDED AND RESTATED SHAREHOLDERS AGREEMENT (this “Agreement”) is entered into on August 9, 2019 by and among:

1. Xiaojuy Kuaizhi Inc., an exempted company incorporated under the Laws of Cayman Islands (the “Company”),
2. each Person listed on Schedule A-1 hereto (each a “Didi Group Company”, and collectively, the “Didi Group”),
3. each Person listed on Schedule A-2 hereto (each a “Kuaidi Group Company”, and collectively, the “Kuaidi Group”),
4. each individual listed on Schedule B-1 attached hereto (the “Didi Principal” and collectively the “Didi Principals”), and the holding company owned by Mr. CHENG Wei (the “Didi Principal Holding Company”),
5. each Person whose name appears on the signature pages of this Agreement, the Amended and Restated Shareholders Agreements entered into by and among the parties thereto dated July 27, 2015 and June 21, 2016, respectively, and the Prior Agreement (as defined below) and each Person who has joined or will join this Agreement by way of executing and delivering a deed of adherence in the form attached hereto as Exhibit B, other than the Company, the Didi Group, the Kuaidi Group, the Didi Principals, the Didi Principal Holding Company, each individual and each holding company owned by such individual listed on Schedule B-2 attached hereto (each an “Investor” and collectively, the “Investors”).

Each of the parties to this Agreement is referred to herein individually as a “Party” and collectively as the “Parties”. Capitalized terms used herein without definition shall have the meanings set forth in the Share Purchase Agreements (as defined below).
RECITALS

A  On February 9, 2015, the Company and Trvice Inc., an exempted company incorporated under the Laws of Cayman Islands (“Kuaidi”), entered into the Agreement and Plan of Merger (the “Kuaidi Merger Agreement”), pursuant to the terms and conditions of which Kuaidi merged with and into the Company, with the Company continuing as the surviving company after the merger.

B  On August 1, 2016, the Company, Xiaoju Sub Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of the Company (“Uber Merger Sub”), Uber China (as defined below) and UTI (as defined below), entered into the Agreement and Plan of Merger (the “Uber Merger Agreement”), pursuant to the terms and conditions of which Uber China merged with and into Uber Merger Sub, with Uber Merger Sub continuing as the surviving company after the merger (the “Uber Merger”).

C  The Didi Domestic Company, the Didi Domestic Sub, the Didi WFOE, the Kuaidi Domestic Company, Qixin, Qiyang, and the Kuaidi WFOE are engaged in technology development, technology consultancy, technology services, technology promotion, services relating to software and applications for network based intelligent taxi hailing service, private car service, bus hailing service, hitch service and chauffeur service, and other transportation-related services (the “Business”).
D Certain Investors acquired certain Series B-1 Preferred Shares (as defined below) from the Company, and in connection therewith, the relevant Parties entered into an amended and restated shareholders agreement to record the respective information, registration and other rights and obligations of the shareholders of the Company on August 1, 2016.

E Certain Investors acquired certain Series B-2 Preferred Shares (as defined below) from the Company, and in connection therewith, the relevant Parties entered into an amended and restated shareholders agreement to record the respective information, registration and other rights and obligations of the shareholders of the Company on April 28, 2017 (the “Prior Agreement”).

F Certain Investors will purchase from the Company certain Series B-2 Preferred Shares (as defined below) on the terms and conditions set forth in the various Series B-2 Preferred Share Purchase Agreements by and among the Company and the other parties thereto (the “Share Purchase Agreements”).

G The Share Purchase Agreements contemplate the execution and delivery of this Agreement concurrent with the consummation of the transactions contemplated under the Share Purchase Agreements.

H The Parties desire to enter into this Agreement, which shall amend, replace and supersede the Prior Agreement in its entirety, and make the respective representations, warranties, covenants and agreements set forth herein on the terms and conditions set forth herein.

WITNESSETH

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 intending to be legally bound hereto hereby agree as follows:

1. Definitions.

1.1 Defined Terms. The following terms shall have the meanings ascribed to them below:

“Accounting Standards” means either the generally accepted accounting principles in the United States or China, or the International Financial Reporting Standards, as applicable, applied on a consistent basis.
“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. In the case of an Investor, the term “Affiliate” also includes (v) any of such Investor’s general partners, (w) the fund manager managing or advising such Investor (and general partners and officers thereof) and other funds managed or advised by such fund manager, (x) trusts controlled by or for the benefit of any such Person referred to in (v) or (w), and (y) any fund or holding company formed for investment purposes that is promoted, sponsored, managed, advised or serviced by such Investor. For the avoidance of doubt, Alibaba and SoftBank shall not be deemed to be an Affiliate of each other hereunder. Notwithstanding anything to the contrary in this Agreement, in respect of Temasek, “Affiliate” means (i) Temasek Holdings; and (ii) Temasek Holding’s direct and indirect wholly owned companies whose boards of directors or equivalent governing bodies comprise solely nominees or employees of (a) Temasek Holdings; (b) Temasek Pte Ltd (being a wholly owned subsidiary of Temasek Holdings); and/or (c) wholly owned direct and indirect subsidiaries of Temasek Pte Ltd. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, Temasek shall not be deemed to be an “Affiliate” of any Person unless such Person would be an “Affiliate” of Temasek under this definition. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, in respect of Uber CV, no shareholder of UTI (nor any Affiliates of such shareholder) shall be deemed to be an Affiliate of Uber CV if (x) such shareholder was not within the period 365 days prior to the date of this Agreement, and is not, an executive or employee of UTI or any of its Affiliates, and (y) such shareholder together with its Affiliates beneficially owns and Controls less than 20% of the total voting power of UTI; provided, that in no event shall Benchmark Capital Partners VII, L.P. or any of its Affiliates be deemed to be an Affiliate of UTI, so as long as Benchmark Capital Partners VII, L.P. together with its Affiliates beneficially owns and Controls less than 50% of the total voting power of UTI.

“Alibaba” means Alibaba Investment Limited and its Affiliates.

“Ant Financial” means API (Hong Kong) Investment Limited and its Affiliates.

“Apple” means Apple South Asia Pte. Ltd. and its Affiliates.

“Applicable Securities Laws” means (i) with respect to any offering of securities in the United States, or any other act or omission within that jurisdiction, the securities laws of the United States, including the Exchange Act and the Securities Act, and any applicable Law of any state of the United States, and (ii) with respect to any offering of securities in any jurisdiction other than the United States, or any related act or omission in that jurisdiction, the applicable Laws of that jurisdiction.

“Auditor” means the Person for the time being performing the duties of auditor of the Company (if any).

“Board” or “Board of Directors” means the board of directors of the Company.

“Business Day” means any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks are required or authorized by law to be closed in the Cayman Islands, the United States, Hong Kong, Singapore or China.

“Captive Structure” means the structure under which the Didi WFOE Controls the Didi Domestic Company through the Didi Control Documents, or the Kuaidi WFOE Controls the Kuaidi Domestic Company through the Kuaidi Control Documents, as applicable.

“CFC” means a controlled foreign corporation as defined in the Code.
“Charter Documents” means, with respect to a particular legal entity, the articles of incorporation, certificate of incorporation, formation or registration (including, if applicable, certificates of change of name), memorandum of association, articles of association, bylaws, articles of organization, limited liability company agreement, trust deed, trust instrument, operating agreement, joint venture agreement, business license, or similar or other constitutive, governing, or charter documents, or equivalent documents, of such entity.

“Circular 37” means the Notice on Relevant Issues Concerning Foreign Exchange Administration for Domestic Residents to Engage in Overseas Investment and Financing and Round Trip Investment via Special Purpose Companies issued by SAFE on July 4, 2014 and as amended and supplemented from time to time.

“Closing” means the most recent date of Closing pursuant to a Share Purchase Agreement for Series B-2 Preferred Shares.


“Commission” means (i) with respect to any offering of securities in the United States, the Securities and Exchange Commission of the United States or any other federal agency at the time administering the Securities Act, and (ii) with respect to any offering of securities in a jurisdiction other than the United States, the regulatory body of the jurisdiction with authority to supervise and regulate the offering or sale of securities in that jurisdiction.

“Consent” 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.

“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” of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract or otherwise; provided, that such power or authority shall conclusively be presumed to exist upon possession of Beneficial Ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors of such Person. The terms “Controlled” and “Controlling” have meanings correlative to the foregoing.

“Control Documents” means the Didi Control Documents and the Kuaidi Control Documents, collectively.

“Convertible Securities” means any indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Ordinary Shares.

“Conversion Shares” means Ordinary Shares issuable upon conversion of any Preferred Shares.

“Deemed Liquidation Event” has the meaning given to such term in the Memorandum and Articles.
“Didi Control Documents” means the following contracts, collectively, as may be amended and/or restated from time to time: (i) Exclusive Business Cooperation Agreement (独家业务合作协议) entered into by and between Didi WFOE and Didi Domestic Company on May 6, 2013 with a ten-year contract term, (ii) Exclusive Option Agreement (独家购买权合同) entered into by and among Didi WFOE, Didi Domestic Company and the then equity holders of Didi Domestic Company on March 11, 2016, (iii) Power of Attorney (授权委托书) duly signed by the then equity holders of Didi Domestic Company with an authorization period starting from May 26, 2015, (iv) Share Pledge Agreement (股权质押协议) entered into by and among Didi WFOE, Didi Domestic Company and the then equity holders of Didi Domestic Company on March 11, 2016, under which the relevant parties confirmed and ratified all the actions in connection with such share pledge arrangement.

“Didi Investors” means the Persons as set out in Schedule C-1 of the Shareholders Agreement at Kuaidi Merger.

“Director” means a director serving on the Board.

“Effective Per Share Voting Power” has the meaning given to such term in the Memorandum and Articles.

“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 interests, equity interests, 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.


“Form F-3” means Form F-3 promulgated by the Commission under the Securities Act or any successor form or substantially similar form then in effect.

“Form S-3” means Form S-3 promulgated by the Commission under the Securities Act or any successor form or substantially similar form then in effect.

“Governmental Authority” 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 government authority, agency, department, board, commission or instrumentality of China or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, any relevant stock exchange, and any self-regulatory organization.

“Governmental Order” means any applicable order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any Governmental Authority.

“Group Company” has the meaning given to such term in the Share Purchase Agreements, and “Group” refers to all of the Group Companies collectively.

“Holders” means the holders of Registrable Securities who are parties to this Agreement from time to time, and their permitted transferees that become parties to this Agreement from time to time.
“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Indebtedness” of any Person means, without duplication, each of the following of such Person: (i) all indebtedness for borrowed money, (ii) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (other than trade payables entered into in the ordinary course of business), (iii) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (iv) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced that are incurred in connection with the acquisition of properties, assets or businesses, (v) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property), (vi) all obligations that are capitalized in accordance with Accounting Standards, (vii) all obligations under banker’s acceptance, letter of credit or similar facilities, (viii) all obligations to purchase, redeem, retire, defease or otherwise acquire for value any Equity Securities of such Person, (ix) all obligations in respect of any interest rate swap, hedge or cap agreement, and (x) all guarantees issued in respect of the Indebtedness referred to in clauses (i) through (ix) above of any other Person, but only to the extent of the Indebtedness guaranteed.

“Information Rights Holder” means a holder of any Preferred Shares that holds more than two percent (2%) of the then total outstanding Shares on a fully-diluted and as-converted basis, except for Uber CV and its Affiliates.

“Initiating Holders” means, with respect to a request duly made under Section 2.1 or Section 2.2 to Register any Registrable Securities, the Holders initiating such request.

“Intellectual Property” means any and all (i) patents, patent rights and applications therefor and reissues, reexaminations, continuations, continuations-in-part, divisions, and patent term extensions thereof, (ii) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (iii) registered and unregistered copyrights, copyright registrations and applications, mask works and registrations and applications therefor, author’s rights and works of authorship (including artwork, software, computer programs, source code, object code and executable code, firmware, development tools, files, records and data, and related documentation), (iv) URLs, web sites, web pages and any part thereof, (v) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary processes, technology, formulae, and algorithms and other intellectual property, (vi) trade names, trade dress, trademarks, domain names, service marks, logos, business names, and registrations and applications therefor, and (vii) the goodwill symbolized or represented by the foregoing.

“Investor Directors” means the Strategic Investor Directors and the Preferred Investor Directors, and “Investor Director” means any one of them.

“IPO” means the firm underwritten registered public offering by the Company 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 another Governmental Authority or stock exchange for a public offering in a jurisdiction other than the United States.
“Key Employee” means the employees listed in Schedule D.

“Kuaidi Control Documents” means the following contracts collectively, as may be amended and/or restated from time to time: (i) the Exclusive Service Agreement (独家服务协议) dated as of October 14, 2013 entered into by and between Kuaidi WFOE and Kuaidi Domestic Company, (ii) the Amended and Restated Exclusive Call Option Agreement (独家转股期权协议修订与重述) dated as of December 16, 2015 entered into by and among Hangzhou Kuaidi WFOE, Kuaidi Domestic Company and the equity holders of Kuaidi Domestic Company, (iii) the Power of Attorney (授权委托书) dated as of December 16, 2015 granted by the equity holders of Kuaidi Domestic Company, (iv) the Amended and Restated Voting Rights Proxy Agreements (股东表决权委托书修订与重述) dated as of December 16, 2015 entered into by and among Kuaidi WFOE, Kuaidi Domestic Company and the equity holders of Kuaidi Domestic Company, (v) the Second Amended and Restated Equity Pledge Agreement (股权转让协议第二次修订与重述) dated as of December 16, 2015 entered into by and among Kuaidi WFOE, Kuaidi Domestic Company and the equity holders of Kuaidi Domestic Company.

“Kuaidi Investors” means the Persons as set out in Schedule C-2 of the Shareholders Agreement at Kuaidi Merger.

“Kuaidi Merger” means the merger of Kuaidi with and into the Company which took place on the Kuaidi Merger Effective Date.

“Kuaidi Merger Effective Date” means February 11, 2015, the effective date of the Kuaidi Merger.

“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.

“Liabilities” means, with respect to any Person, all liabilities, obligations and commitments of such Person of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due.

“Liens” 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.

“Majority Investor Directors” means any three (3) Investor Directors.

“Majority Preferred Holders” means the holders of at least a majority of the voting power of the then outstanding Preferred Shares (voting as a separate class and on an as converted basis).

“Management Liquidity Agreement” means the Side Letter Agreement, dated as of February 9, 2015, by and among Kuaidi, the Company and other Persons named therein.

“Memorandum and Articles” means the Memorandum of Association of the Company and the Articles of Association of the Company, as each may be amended and/or restated from time to time.

“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.

“Ordinary Shares” means the Company’s ordinary shares, par value US$0.00002 per share.

“Person” means any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

“PFIC” means passive foreign investment company as defined in the Code.

“PRC” or “China” means the People’s Republic of China, but solely for the purposes of this Agreement, excluding Hong Kong, the Macau Special Administrative Region and the islands of Taiwan.

“Preemptive Rights Holder” means a holder of any Preferred Shares.

“Preferred Shares” means collectively, the Series A-1 Preferred Shares, the Series A-2 Preferred Shares, the Series A-3 Preferred Shares, the Series A-4 Preferred Shares, the Series A-5 Preferred Shares, the Series A-6 Preferred Shares, the Series A-7 Preferred Shares, the Series A-8 Preferred Shares, the Series A-9 Preferred Shares, the Series A-10 Preferred Shares, the Series A-11 Preferred Shares, the Series A-12 Preferred Shares, the Series A-13 Preferred Shares, the Series A-14 Preferred Shares, the Series A-15 Preferred Shares, the Series A-16 Preferred Shares, the Series A-17 Preferred Shares, the Series A-18 Preferred Shares, the Series B-1 Preferred Share and the Series B-2 Preferred Shares.

“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, or any “foreign official,” as such term is defined in the Foreign Corrupt Practices Act of the United States.

“Qualified IPO” has the meaning given to such term in the Memorandum and Articles.
“Registrable Securities” means (i) the Ordinary Shares issued or issuable, upon conversion of the Preferred Shares, (ii) any Ordinary Shares issued or issuable as a dividend or other distribution with respect to, in exchange for, or in replacement of, the Shares referenced in (i) herein, and (iii) any Ordinary Shares owned or hereafter acquired by the Investors; excluding in all cases, however, any of the foregoing sold by a Person in a transaction other than an assignment pursuant to Section 12.3. For purposes of this Agreement, Registrable Securities shall cease to be Registrable Securities when such Registrable Securities have been disposed of pursuant to an effective Registration Statement.
“Registration” means a registration or similar securities offering process effected by preparing and filing a Registration Statement and the declaration or ordering of the effectiveness of that Registration Statement in accordance with applicable Law; and the terms “Register” and “Registered” have meanings concomitant with the foregoing.

“Registration Statement” means a registration statement prepared on Form F-1, F-3, S-1, or S-3 under the Securities Act, or any comparable document in connection with a public securities offering in a jurisdiction other than the United States.

“Related Party” means any Affiliate, officer, director, supervisory board member, or holder of any Equity Security of any Group Company, and any Affiliate of any of the foregoing.

“Right of First Refusal and Co-Sale Agreement” means the Right of First Refusal and Co-Sale Agreement, as defined in the Share Purchase Agreements and as amended from time to time.

“SAFE” means the State Administration of Foreign Exchange of China.

“SAFE Rules and Regulations” means collectively, the Circular 37 and any other applicable SAFE rules and regulations.

“Securities Act” means the United States Securities Act of 1933, as amended.

“Series A-1 Preferred Holder” means a holder of Series A-1 Preferred Shares.

“Series A-7 Preferred Holder” means a holder of Series A-7 Preferred Shares.

“Series A-1 Preferred Shares” means the Series A-1 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-2 Preferred Shares” means the Series A-2 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-3 Preferred Shares” means the Series A-3 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-4 Preferred Shares” means the Series A-4 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-5 Preferred Shares” means the Series A-5 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-6 Preferred Shares” means the Series A-6 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.
“Series A-7 Preferred Shares” means the Series A-7 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-8 Preferred Shares” means the Series A-8 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-9 Preferred Shares” means the Series A-9 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-10 Preferred Shares” means the Series A-10 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-11 Preferred Shares” means the Series A-11 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-12 Preferred Shares” means the Series A-12 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-13 Preferred Shares” means the Series A-13 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-14 Preferred Shares” means the Series A-14 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-15 Preferred Shares” means the Series A-15 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-16 Preferred Shares” means the Series A-16 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-17 Preferred Shares” means the Series A-17 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series A-18 Preferred Shares” means the Series A-18 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Series B-1 Preferred Shares” means the Series B-1 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.
“Series B-2 Preferred Shares” means the Series B-2 Preferred Shares of the Company, par value US$0.00002 per share, with the rights and privileges as set forth in the Memorandum and Articles.

“Share Incentive Plans” means the employee share incentive plans of the Company as approved by the Shareholders and the Board of Directors of the Company from time to time.

“Share Sale” has the meaning given to such term in the Memorandum and Articles. “Shareholder” means a holder of any Shares.

“Shareholders Agreement at Kuaidi Merger” means that certain Shareholders Agreement entered into by the Company, Didi Principals, Didi Principal Holding Company, certain Investors and other parties thereto as of February 11, 2015.

“Shares” means the Ordinary Shares and the Preferred Shares. “SoftBank” means Hayate Corporation and its Affiliates.

“Strategic Investor” means each of (i) Alibaba, Ant Financial and their respective Affiliates who are Shareholders, collectively, and (ii) Tencent and its Affiliates who are Shareholders, collectively.

“Subsidiary” means, with respect to any given Person, any other Person that is Controlled directly or indirectly by such given Person.

“Supermajority Preferred Holders” means the holders of at least sixty five percent (65%) the voting power of the then outstanding Preferred Shares (voting as a separate class and on an as converted basis).

“Temasek” means ESTA INVESTMENTS PTE. LTD.

“Temasek Holdings” means Temasek Holdings (Private) Limited.


“Transaction Documents” means, collectively, this Agreement, the Share Purchase Agreements, the Right of First Refusal and Co-Sale Agreement, the Memorandum and Articles and each of the other agreements and documents agreed between the parties or otherwise required to be executed and/or delivered by any party substantially concurrently with or in connection with the execution of any of the foregoing or implementing the transactions contemplated by any of the foregoing.

“Uber China” means Uber (China) Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands.

1.2 Other Defined Terms. The following terms shall have the meanings defined for such terms in the Sections set forth below:

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1.3 Interpretation. For all purposes of this Agreement, except as otherwise expressly herein provided, (i) the terms defined in this Section 1 shall have the meanings assigned to them in this Section 1 and words importing the singular number include the plural number and vice-versa, (ii) all accounting terms not otherwise defined herein have the meanings assigned under the Accounting Standards, (iii) all references in this Agreement to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of the body of this Agreement, (iv) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms, (v) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision, (vi) all references in this Agreement to designated Schedules, Exhibits and Appendices are to the Schedules, Exhibits and Appendices attached to this Agreement, (vii) 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, (viii) the term “or” is not exclusive, (ix) the term “including” will be deemed to be followed by “, but not limited to,” (x) the terms “shall,” “will,” and “agrees” are mandatory, and the term “may” is permissive, (xi) the phrase “directly or indirectly” means directly, or indirectly through one or more intermediate Persons or through contractual or other arrangements, and “direct or indirect” has the correlative meaning, (xii) the term “voting power” refers to the number of votes attributable to the Shares (on an as-converted basis) in accordance with the terms of the Memorandum and Articles, (xiii) the headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement, (xiv) references to laws include any such law modifying, re-enacting, extending or made pursuant to the same or which is modified, re-enacted, or extended by the same or pursuant to which the same is made, and (xv) 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 China (and each shall be deemed to include reference to the equivalent amount in other currencies).

2. Demand Registration.

2.1 Registration Other Than on Form F-3 or Form S-3. Subject to the terms of this Agreement, at any time or from time to time after the date that is six (6) months after the closing of the IPO, Holders may request in writing that the Company effect a Registration of Registrable Securities having an anticipated aggregate offering price, net of underwriting discounts, commissions, American depositary share issuance fees and stock transfer taxes applicable to the sale of Registrable Securities (the “Selling Expenses”), in excess of US$400,000,000. Upon receipt of such a request, the Company shall (x) promptly give written notice of the proposed Registration to all other Holders and (y) as soon as practicable, use its commercially reasonable efforts to cause the Registrable Securities specified in the request, together with any Registrable Securities of any Holder who requests in writing to join such Registration within fifteen (15) days after the Company’s delivery of written notice, to be Registered and/or qualified for sale and distribution in such jurisdiction as the Initiating Holders may request. The Company shall be obligated to effect no more than three (3) Registrations pursuant to this Section 2.1 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 2.1 is not consummated pursuant to Section 2.4 or for any reason other than solely 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 2.1.
2.2 Registration on Form F-3 or Form S-3. The Company shall use its commercially reasonable efforts to qualify for registration on Form F-3 or Form S-3. Subject to the terms of this Agreement, if the Company qualifies for registration on Form F-3 or Form S-3 (or any comparable form for Registration in a jurisdiction other than the United States), Holders holding thirty percent (30%) or more of the voting power of the then outstanding Registrable Securities held by all Holders may request the Company to file, in any jurisdiction in which the Company has had a registered underwritten public offering, a Registration Statement on Form F-3 or Form S-3 (or any comparable form for Registration in a jurisdiction other than the United States), including without limitation any registration statement filed under the Securities Act providing for the registration of, and the sale on a continuous or a delayed basis by the Holders of, all of the Registrable Securities pursuant to Rule 415 under the Securities Act and/or any similar rule that may be adopted by the Commission. Upon receipt of such a request, the Company shall (i) promptly give written notice of the proposed Registration to all other Holders and (ii) as soon as practicable, use its commercially reasonable efforts to cause the Registrable Securities specified in the request, together with any Registrable Securities of any Holder who requests in writing to join such Registration within fifteen (15) days after the Company’s delivery of written notice, to be Registered and qualified for sale and distribution in such jurisdiction. The Company shall be obligated to effect no more than three (3) Registrations that have been declared and ordered effective within any twelve (12)-month period pursuant to this Section 2.2; provided that if the sale of all of the Registrable Securities sought to be included pursuant to this Section 2.2 is not consummated pursuant to Section 2.4 or for any reason other than solely 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 2.2.

2.3 Right of Deferral.

(a) The Company shall not be obligated to Register or qualify Registrable Securities pursuant to this Section 2:

(1) if, within ten (10) days of the receipt of any request of the Holders to Register any Registrable Securities under Section 2.1 or Section 2.2, the Company gives notice to the Initiating Holders of its bona fide intention to effect the filing for its own account of a Registration Statement of Ordinary Shares within sixty (60) days of receipt of that request; provided, that the Company is actively employing in good faith its commercially reasonable efforts to cause that Registration Statement to become effective within sixty (60) days of receipt of that request; provided, further, that the Holders are entitled to join such Registration in accordance with Section 3 (other than an Exempt Registration (as defined below));

(2) during the period starting with the date of filing by the Company of, and ending six (6) months following the effective date of any Registration Statement pertaining to Ordinary Shares other than an Exempt Registration; provided, that the Holders are entitled to join such Registration in accordance with Section 3;
in any jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such Registration or qualification, unless the Company is already subject to service of process in such jurisdiction; or

with respect to the registration on Form F-3 or Form S-3 (or any comparable form for Registration in a jurisdiction other than the United States), if Form F-3 or Form S-3 is not available for such offering by the Holders, or if the Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at an aggregate price to the public, net of Selling Expenses, of less than US$2,000,000.

(b) If, after receiving a request from Holders pursuant to Section 2.1 or Section 2.2 hereof, the Company furnishes to the Holders a certificate signed by the chief executive officer of the Company stating that, in the good faith judgment of the Board, it would be materially detrimental to the Company or its members for a Registration Statement to be filed in the near future, then the Company shall have the right to defer such filing for a period during which such filing would be materially detrimental, provided, that the Company may not utilize this right for more than one hundred and twenty (120) days on any one occasion or more than once during any twelve (12) month period; provided, further, that the Company may not Register any other securities during such period (except for Exempt Registrations).

2.4 Underwritten Offerings. If, in connection with a request to Register Registrable Securities under Section 2.1 or Section 2.2, the Initiating Holders seek to distribute such Registrable Securities in an underwritten offering, they shall so advise the Company as a part of the request, and the Company shall include such information in the written notice to the other Holders described in Section 2.1 and Section 2.2. 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 underwritten offering and the inclusion of such Holder’s Registrable Securities in the underwritten offering (unless otherwise mutually agreed by the Initiating Holders and such Holder) to the extent provided herein. All Holders proposing to distribute their securities through such underwritten offering shall enter into an underwriting agreement in customary form with the underwriter or underwriters of internationally recognized standing selected for such underwritten offering by the Company and reasonably acceptable to the holders of at least a majority of the voting power of all Registrable Securities proposed to be included in such Registration. Notwithstanding any other provision of this Agreement, if the managing underwriter advises the Company that marketing factors (including without limitation the aggregate number of securities requested to be Registered, the general condition of the market, and the status of the Persons proposing to sell securities pursuant to the Registration) require a limitation of the number of Registrable Securities to be underwritten in a Registration pursuant to Section 2.1 or Section 2.2, the underwriters may exclude up to seventy percent (70%) of the Registrable Securities requested to be Registered but only after first excluding all other Equity Securities from the Registration and underwritten offering and so long as the number of shares to be included in the Registration on behalf of the non-excluded Holders is allocated among all Holders in proportion, as nearly as practicable, to the respective amounts of Registrable Securities requested by such Holders to be included, provided that any Initiating Holder shall have the right to withdraw its request for Registration from the underwriting by written notice to the Company and the underwriters delivered at least ten (10) days prior to the effective date of the Registration Statement, and such withdrawn request for Registration shall not be deemed to constitute one of the Registration rights granted pursuant to Section 2.1 or Section 2.2, as the case may be. If any Holder disapproves the terms of any underwriting, the Holder may also elect to withdraw therefrom by written notice to the Company and the underwriters delivered at least ten (10) days prior to the effective date of the Registration Statement. Any Registrable Securities excluded or withdrawn from such underwritten offering shall be withdrawn from the Registration. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to a Holder to the nearest one hundred (100) shares.
3. Piggyback Registrations.

3.1 Registration of the Company’s Securities. Subject to the terms of this Agreement, if the Company proposes to Register for its own account any of its Equity Securities, or for the account of any holder (other than a Holder) of Equity Securities any of such holder’s Equity Securities, in connection with the public offering of such securities (except for Exempt Registrations), the Company shall promptly give each Holder written notice of such Registration and, upon the written request of any Holder given within fifteen (15) days after delivery of such notice, the Company shall use its commercially reasonable efforts to include in such Registration any Registrable Securities thereby requested to be Registered by such Holder. If a Holder decides not to include all or any of its Registrable Securities in such Registration 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, all upon the terms and conditions set forth herein.

3.2 Right to Terminate Registration. The Company shall have the right to terminate or withdraw any Registration initiated by it under Section 3.1 prior to the effectiveness of such Registration, whether or not any Holder has elected to participate therein. The expenses of such withdrawn Registration shall be borne by the Company in accordance with Section 4.3.

3.3 Underwriting Requirements.

(a) In connection with any offering involving an underwriting of the Company’s Equity Securities, the Company shall not be required to Register the Registrable Securities of a Holder under this Section 3 unless such Holder’s Registrable Securities are included in the underwritten offering and such Holder enters into an underwriting agreement in customary form with the underwriter or underwriters of internationally recognized standing selected by the Company and setting forth such terms for the underwritten offering as have been agreed upon between the Company and the underwriters. In the event the underwriters advise Holders seeking Registration of Registrable Securities pursuant to this Section 3 in writing that market factors (including the aggregate number of Registrable Securities requested to be Registered, the general condition of the market, and the status of the Persons proposing to sell securities pursuant to the Registration) require a limitation of the number of Registrable Securities to be underwritten, the underwriters may exclude all of the Registrable Securities requested to be Registered in an IPO and up to seventy percent (70%) of the Registrable Securities requested to be Registered in any other public offering, but in any case only after first excluding all other Equity Securities (except for securities sold for the account of the Company) from the Registration and underwriting and so long as the Registrable Securities to be included in such Registration on behalf of any non-excluded Holders are allocated among all Holders in proportion, as nearly as practicable, to the respective amounts of Registrable Securities requested by such Holders to be included. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to a Holder to the nearest one hundred (100) shares.
If any Holder disapproves the terms of any underwriting, the Holder may elect to withdraw therefrom by written notice to the Company and the underwriters delivered at least ten (10) days prior to the effective date of the Registration Statement. Any Registrable Securities so excluded or withdrawn from the underwritten offering shall be withdrawn from the Registration.

3.4 Exempt Registrations. The Company shall have no obligation to Register any Registrable Securities under this Section 3 in connection with a Registration by the Company (i) relating solely to the sale of securities to participants in a Company share plan, (ii) relating to a corporate reorganization or other transaction under Rule 145 of the Securities Act (or comparable provision under the Laws of another jurisdiction, as applicable), (iii) 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 and does not permit secondary sales, 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 (collectively, “Exempt Registrations”).

4. Registration Procedures.

4.1 Registration Procedures and Obligations. Whenever required under this Agreement to effect the Registration of any Registrable Securities held by the Holders, the Company shall, as expeditiously as reasonably possible:

(a) Prepare and file with the Commission a Registration Statement with respect to those Registrable Securities and use its commercially reasonable efforts to cause that Registration Statement to become effective, and, upon the request of the Holders holding at least a majority in voting power of the Registrable Securities Registered thereunder, keep the Registration Statement effective until the distribution thereunder has been completed;

(b) Prepare and file with the Commission amendments and supplements to that Registration Statement and the prospectus used in connection with the Registration Statement as may be necessary to comply with the provisions of Applicable Securities Laws with respect to the disposition of all securities covered by the Registration Statement;

(c) Furnish to the Holders the number of copies of a prospectus, including a preliminary prospectus, required by Applicable Securities Laws, and any other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them;

(d) Use its commercially reasonable efforts to Register and qualify the securities covered by the Registration Statement under the securities Laws of any jurisdiction, as reasonably requested by the Holders;

(e) In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in customary form, with the managing underwriter(s) of the offering;

(f) (A) Promptly notify each Holder of Registrable Securities covered by the Registration Statement at any time when a prospectus relating thereto is required to be delivered under Applicable Securities Laws of (a) the issuance of any stop order by the Commission, or (b) the happening of any event or the existence of any condition as a result of which any prospectus included in the 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 under which they were made, or (B) if in the opinion of counsel for the Company it is necessary to supplement or amend such prospectus to comply with law, and at the request of any such Holder, promptly prepare and furnish to such Holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such prospectus shall not include an untrue statement of a material fact or omit 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 under which they were made or such prospectus, as supplemented or amended, shall comply with law;

(g) Furnish, at the request of any Holder requesting Registration of Registrable Securities pursuant to this Agreement, on the date that such Registrable Securities are delivered for sale in connection with a Registration pursuant to this Agreement, (A) an opinion, dated the date of the sale, of the counsel representing the Company for the purposes of the Registration, in form and substance as is customarily given to underwriters in an underwritten public offering; and (B) comfort letters dated as of (x) the effective date of the registration statement covering such Registrable Securities, and (y) the date of the sale as contemplated in Rule 159 under the Securities Act, 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, addressed to the underwriters;

(h) Otherwise comply with all rules and regulations of the Commission to the extent applicable to the applicable registration statement and use its commercially reasonable efforts to make generally available to its security holders (or otherwise provide in accordance with Section 11(a) of the Securities Act) an earnings statement satisfying the provisions of Section 11(a) of the Securities Act, no later than forty-five (45) days after the end of a twelve (12) month period (or ninety (90) days, if such period is a fiscal year) beginning with the first month of the Company’s first fiscal quarter commencing after the effective date of such registration statement, which statement shall cover such twelve (12) month period, subject to any proper and necessary extensions;

(i) Not, without the written consent of the holders of at least a majority of voting power of the then outstanding Registrable Securities, make any offer relating to the securities that would constitute a “free writing prospectus,” as defined in Rule 405 promulgated under the Securities Act;

(j) Provide a transfer agent and registrar for all Registrable Securities Registered pursuant to the Registration Statement and, where applicable, a number assigned by the Committee on Uniform Securities Identification Procedures for all those Registrable Securities, in each case not later than the effective date of the Registration; and
(k) Take all reasonable actions necessary to list the Registrable Securities on the primary exchange on which the Company’s securities are then traded or, in connection with an IPO, the primary exchange on which the Company’s securities will be traded.

4.2 Information from Holder. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Agreement with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as shall be required to effect the Registration of such Holder’s Registrable Securities.

4.3 Expenses of Registration. All expenses (other than Selling Expenses), incurred in connection with Registrations, filings or qualifications pursuant to this Agreement, including (without limitation) all Registration, filing and qualification fees, printers’ and accounting fees, fees and disbursements of counsel for the Company and reasonable fees and disbursement of one counsel for all selling Holders, shall be borne by the Company. The Company shall not, however, be required to pay for any expenses of any Registration proceeding begun pursuant to Section 2.1 or Section 2.2 of this Agreement if the Registration request is subsequently withdrawn at the request of the Holders holding at least a majority of the voting power of the Registrable Securities requested to be Registered by all Holders in such Registration (in which case all participating Holders shall bear such expenses pro rata based upon the number of Registrable Securities that were to be thereby Registered in the withdrawn Registration) unless the Holders of at least a majority of the voting power of the Registrable Securities then outstanding agree that such registration constitutes the use by the Holders of one (1) demand registration pursuant to Section 2.1 (in which case such registration shall also constitute the use by all Holders of Registrable Securities of one (1) such demand registration); provided, 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 that is not known to the Holders at the time of their request and have withdrawn the request with reasonable promptness following disclosure by the Company of such material adverse change, then the Holders shall not be required to pay any of such expenses and the Company shall pay any and all such expenses. All Selling Expenses relating to Registrable Securities registered pursuant to Section 2 shall be borne and paid by the Holders pro rata on the basis of the number of Registrable Securities registered on their behalf.

5. Registration-Related Indemnification.

5.1 Company Indemnity.

(a) To the maximum extent permitted by Law, the Company will indemnify and hold harmless each Holder, such Holder’s partners, officers, directors, shareholders, members, and legal counsel, any underwriter (as defined in the Securities Act) and each Person, if any, who controls (as defined in the Securities Act) such Holder or underwriter, against any losses, claims, damages or liabilities (joint or several) to which they may become subject under Laws which are applicable to the Company and relate to action or inaction required of the Company in connection with any Registration, qualification, or compliance, 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 (each a “Violation”): (a) any untrue statement or alleged untrue statement of a material fact contained in such Registration Statement, on the effective date thereof (including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto), (b) the omission or alleged omission to state in the Registration Statement, on the effective date thereof (including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto), a material fact required to be stated therein or necessary to make the statements therein not misleading, or (c) any violation or alleged violation by the Company of Applicable Securities Laws, or any rule or regulation promulgated under Applicable Securities Laws. The Company will reimburse, as incurred, each such Holder, underwriter or controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action.
(b) The indemnity agreement contained in this Section 5.1 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 or delayed), 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 solely out of or is solely based upon a Violation that occurs in reliance upon and in conformity with written information furnished for use in connection with such Registration by any such Holder, such Holder’s partners, officers, directors, and legal counsel, any underwriter (as defined in the Securities Act) and each Person, if any, who controls (as defined in the Securities Act) such Holder or underwriter.

5.2 Holder Indemnity.

(a) To the maximum extent permitted by Law, each selling Holder that has included Registrable Securities in a Registration will, severally and not jointly, indemnify and hold harmless the Company, its directors and officers, underwriters (as defined in the Securities Act), any other Holder selling securities in connection with such Registration and each Person, if any, who controls (within the meaning of the Securities Act) the Company, such underwriter or other Holder, against any losses, claims, damages or liabilities (joint or several) to which any of the foregoing persons may become subject, under Applicable Securities Laws, or any rule or regulation promulgated under Applicable Securities 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 for use in connection with such Registration; and each such Holder will reimburse, as incurred, any Person intended to be indemnified pursuant to this Section 5.2, for any legal or other expenses reasonably incurred by such Person in connection with investigating or defending any such loss, claim, damage, liability or action. No Holder’s liability under this Section 5.2 (when combined with any amounts paid by such Holder pursuant to Section 5.4) shall exceed the net proceeds received by such Holder from the offering of securities made in connection with that Registration, except in the case of fraud or willful misconduct by such Holder.

(b) The indemnity contained in this Section 5.2 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 or delayed).
5.3 **Notice of Indemnification Claim.** Promptly after receipt by an indemnified party under Section 5.1 or Section 5.2 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 Section 5.1 or Section 5.2, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the indemnifying parties. An indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one (1) separate counsel, with the reasonably incurred 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 differing 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, if prejudicial to its ability to defend such action, shall relieve such indemnifying party, to the extent so prejudiced, of any liability to the indemnified party under this Section 5, but the omission to 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 5. 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 the plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

5.4 **Contribution.** If any indemnification provided for in Section 5.1 or Section 5.2 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense 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 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 (after combined with any amounts paid by such Holder pursuant to Section 5.2) in excess of the net proceeds to such Holder from the sale of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement, except in the case of fraud or willful misconduct by such Holder; and (B) no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

5.5 **Underwriting Agreement.** To the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

5.6 **Survival.** Without prejudice to Section 5.5, the obligations of the Company and Holders under this Section 5 shall survive the completion of any offering of Registrable Securities in a Registration Statement under this Agreement, regardless of the expiration of any statutes of limitation or extensions of such statutes.
6. Additional Registration-Related Undertakings.

6.1 Reports under the Exchange Act. With a view to making available to the Holders the benefits of Rule 144 promulgated under the Securities Act and any comparable provision of any Applicable Securities Laws in any jurisdiction where the Company’s securities are listed that may at any time permit a Holder to sell securities of the Company without Registration or pursuant to a Registration on Form F-3 or Form S-3 (or any comparable form in a jurisdiction other than the United States), the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 (or comparable provision, if any, under Applicable Securities Laws in any jurisdiction where the Company’s securities are listed), at all times following ninety (90) days 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 Commission in a timely manner all reports and other documents required of the Company under all Applicable Securities Laws; and

(c) at any time following ninety (90) days 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 by the Company, promptly furnish to any Holder holding Registrable Securities, upon request (a) a written statement by the Company that it has complied with the reporting requirements of the Rule 144 (or comparable provision, if any, under Applicable Securities Laws in any jurisdiction where the Company’s securities are listed) at any time after it has become subject to such reporting requirements or, at any time after so qualified, that it qualifies as a registrant whose securities may be resold pursuant to Form F-3 or Form S-3 (or any form comparable thereto under Applicable Securities Laws of any jurisdiction where the Company’s securities are listed), (b) a copy of the most recent annual or quarterly report of the Company and such other reports and documents as filed by the Company with the Commission, and (c) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the Commission, that permits the selling of any such securities without Registration or pursuant to Form F-3 or Form S-3 (or any form comparable thereto under Applicable Securities Laws of any jurisdiction where the Company’s securities are listed).

6.2 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the written consent of holders of at least a majority of the voting power of the then outstanding Registrable Securities held by all Holders (calculated on an as-converted to Ordinary Share basis), including the approval of the Majority Preferred Holders, enter into any agreement with any holder or prospective holder of any Equity Securities of the Company that would allow such holder or prospective holder (i) to include such Equity Securities in any Registration filed under Section 2 or Section 3, unless under the terms of such agreement such holder or prospective holder may include such Equity Securities in any such Registration only to the extent that the inclusion of such Equity Securities will not reduce the amount of the Registrable Securities of the Holders that are included, (ii) to demand Registration of their Equity Securities, or (iii) cause the Company to include such Equity Securities in any Registration filed under Section 2 or Section 3 hereof on a basis pari passu with or more favorable to such holder or prospective holder than is provided to the Holders of Registrable Securities.
6.3 “Market Stand-Off” Agreement. Each holder of Registrable Securities agrees, if so required by the managing underwriter(s), that it will not during the period commencing on the date of the final prospectus relating to the Company’s IPO and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred and eighty (180) days from the date of such final prospectus or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (a) the publication or other distribution of research reports and (b) analyst recommendations and opinions, including, but not limited to, the restrictions contained in NASD Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto) (i) lend, offer, pledge, hypothecate, hedge, sell, make any short sale of, loan, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Equity Securities of the Company owned or controlled by it immediately prior to the date of the final prospectus relating to the Company’s IPO (other than those included in such offering), or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such Equity Securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Equity Securities of the Company or such other securities, in cash or otherwise; provided, that (a) the foregoing provisions of this Section shall not apply to the sale of any securities of the Company to an underwriter pursuant to any underwriting agreement, and shall not be applicable to any Holder unless all directors, officers and all other holders of at least one percent (1%) of the outstanding share capital of the Company (calculated on an as-converted to Ordinary Share basis) are bound by restrictions at least as restrictive as those applicable to any such Holder pursuant to this Section, (y) this Section shall not apply to a Holder to the extent that any other Person subject to substantially similar restrictions is released in whole or in part, and (z) the lockup agreements shall permit a Holder to transfer their Registrable Securities to their respective Affiliates (and, in the case of Alibaba or Ant Financial, also to Ant Financial (in the case of Alibaba) or Alibaba (in the case of Ant Financial)) so long as the transferees enter into the same lockup agreement. The Investors agree to execute and deliver to the underwriters a lock-up agreement containing substantially similar terms and conditions as those contained herein.

6.4 Termination of Registration Rights. The registration rights set forth in Section 2 and Section 3 of this Agreement shall terminate on the earlier of (i) the date that is three (3) years from the date of closing of a Qualified IPO, (ii) with respect to any Registrable Securities, the date on which the Holder of such Registrable Securities may sell all of such Registrable Securities under Rule 144 of the Securities Act (or comparable provision, if any, under Applicable Securities Laws in any jurisdiction where the Company’s securities are listed) in any ninety (90)-day period.

6.5 Exercise of Ordinary Share Equivalents. Notwithstanding anything to the contrary provided in this Agreement, the Company shall have no obligation to Register Registrable Securities which, if constituting Ordinary Share Equivalents, have not been exercised, converted or exchanged, as applicable, for Ordinary Shares as of the effective date of the applicable Registration Statement, but the Company shall cooperate and facilitate any such exercise, conversion or exchange as requested by the applicable Holder in accordance with this Agreement.

6.6 Intent. The terms of Sections 2 through 6 are drafted primarily in contemplation of an offering of securities in the United States. The parties recognize, however, the possibility that securities may be qualified or registered for offering to the public in a jurisdiction other than the United States where registration rights have significance or that the Company might effect an offering in the United States in the form of American Depositary Receipts or American Depositary Shares. Accordingly:
it is their intention that, whenever this Agreement refers to a Law, form, process or institution of the United States but the parties wish to effectuate qualification or registration in a different jurisdiction where registration rights have significance, reference in this Agreement to the Laws or institutions of the United States shall be read as referring, mutatis mutandis, to the comparable Laws or institutions of the jurisdiction in question; and

(b) it is agreed that the Company will not undertake any listing of American Depositary Receipts, American Depositary Shares or any other security derivative of the Ordinary Shares unless arrangements have been made reasonably satisfactory to the holders of at least a majority of the voting power of the then outstanding Registrable Securities held by all Holders (calculated on an as-converted to Ordinary Share basis), including the approval of the Majority Preferred Holders, to ensure that the spirit and intent of this Agreement will be realized and that the Company is committed to taking such actions as are necessary such that the Holders will enjoy rights corresponding to the rights hereunder to sell their Registrable Securities in a public offering in the United States as if the Company had listed Ordinary Shares in lieu of such derivative securities.

7. Preemptive Right.

7.1 General. The Company hereby grants to each Preemptive Rights Holder a right, but not an obligation, to purchase such Preemptive Rights Holder’s Pro Rata Share (as defined below) (and any oversubscription, as provided below), of all (or any part) of any New Securities (as defined below) that the Company may from time to time issue after the date of this Agreement (the “Preemptive Right”).

7.2 Pro Rata Share. A Preemptive Rights Holder’s “Pro Rata Share” for purposes of the Preemptive Rights is the ratio of (a) the number of Ordinary Shares (on a fully diluted basis, including Preferred Shares on an as-converted basis, assuming full conversion and exercise of all outstanding options and other outstanding convertible and exercisable securities) held by such Preemptive Rights Holder, to (b) the total number of Ordinary Shares (on a fully diluted basis, including Preferred Shares on an as-converted basis, assuming full conversion and exercise of all outstanding options and other outstanding convertible and exercisable securities) then outstanding immediately prior to the issuance of New Securities giving rise to the Preemptive Rights.

7.3 New Securities. Subject to the approval requirements under Sections 10.1 and 10.2, for purposes hereof, “New Securities” shall mean any Equity Securities of the Company issued after the date hereof, except for:

(a) Ordinary Shares, options and/or restricted share units therefor reserved for issuance to employees, officers, directors, contractors, advisors or consultants of the Group Companies under the Share Incentive Plans;

(b) Ordinary Shares actually issued upon the conversion or exchange of Convertible Securities, provided that such issuance is made pursuant to the terms of such Convertible Security (which Convertible Security has been duly approved in accordance with this Agreement or issued prior to the date of this Agreement);
any Equity Securities of the Company issued in connection with any share split, share dividend, reclassification or other similar event; provided that the primary purpose of such issuance is not for equity financing purposes;

any Equity Securities of the Company issued pursuant to the bona fide acquisition of another corporation or entity by the Company by consolidation, merger, purchase of assets, or other reorganization in which the Company acquires, in a single transaction or series of related transactions, all or substantially all assets of such other corporation or entity, or fifty percent (50%) or more of the equity ownership or voting power of such other corporation or entity;

any Ordinary Shares issued or issuable upon the conversion of the Preferred Shares;

any Equity Securities of the Company issued upon the exercise of certain warrant dated January 16, 2014 issued by the Company to CD Mobile Transport Limited (the “Series A-11 Warrant”), pursuant to which CD Mobile Transport Limited is entitled to purchase Series A-11 Preferred Shares for an aggregate purchase price of up to US$10,000,000 at US$2.2185 per share;

any Equity Securities of the Company, the issuance of which is approved pursuant to Sections 10.1 and 10.2 and is not offered to any then existing Shareholder of the Company; provided that if any of such Equity Securities of the Company is issued at a per share price based on the valuation of the Company that is less than US$50.9321 per share (as adjusted for share splits, share dividends, combinations, recapitalizations or other similar events), such Equity Securities shall be deemed as “New Securities” and such issuance shall be subject to the Preemptive Right pursuant to this Section 7;

the Series A-18 Preferred Shares up to the number authorized under the Memorandum and Articles;

the Series B-1 Preferred Shares issued pursuant to the terms of the Uber Merger Agreement; and

the Series B-2 Preferred Shares issued up to the number authorized under the Memorandum and Articles.

7.4 Procedures.

(a) First Participation Notice. 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 Preemptive Rights Holder written notice of its intention to issue New Securities (the “First 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 Preemptive Rights Holder shall have ten (10) Business Days from the date of receipt of any such First Participation Notice to agree in writing to purchase up to such Preemptive Rights Holder’s Pro Rata Share of such New Securities for the price and upon the terms and conditions specified in the First Participation Notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased (not to exceed such Preemptive Rights Holder’s Pro Rata Share). If any Preemptive Rights Holder fails to so respond in writing within such ten (10) Business Day period, then such Preemptive Rights Holder shall forfeit the right hereunder to purchase its Pro Rata Share of such New Securities, but shall not be deemed to forfeit any right with respect to any issuance of other New Securities.
(b) **Second Participation Notice; Oversubscription.** If any Preemptive Rights Holder fails or declines to exercise its Preemptive Rights in full in accordance with subsection (a) above, the Company shall promptly give notice (the “Second Participation Notice”) to other Preemptive Rights Holders who have exercised in full their Preemptive Rights (the “Oversubscription Participants”) in accordance with subsection (a) above. Each Oversubscription Participant shall have ten (10) Business Days from the date of the Second Participation Notice (the “Second Participation Period”) to notify the Company of its desire to purchase more than its Pro Rata Share of the New Securities, stating the number of the additional New Securities it proposes to buy. Such notice may be made by telephone if confirmed in writing within five (5) Business Days thereafter. If, as a result thereof, such oversubscription exceeds the total number of the remaining New Securities the Preemptive Rights Holders are entitled to purchase in accordance with Section 7.1, each Oversubscription Participant will be cut back by the Company with respect to its oversubscription to such number of remaining New Securities equal to the product obtained by multiplying (i) the number of the remaining New Securities available for subscription by the Preemptive Rights Holders by (ii) a fraction, the numerator of which is the number of Ordinary Shares (including Preferred Shares on an as-converted basis) held by such Oversubscription Participant and the denominator of which is the total number of Ordinary Shares (including Preferred Shares on an as-converted basis) held by all the Oversubscription Participants exercising its oversubscription right under this subsection (b).

7.5 **Failure to Exercise.**

Upon the expiration of the Second Participation Period or, in the event that no Preemptive Rights Holder exercises the Preemptive Rights within ten (10) Business Days following the issuance of the First Participation Notice, the Company shall have ninety (90) days thereafter to complete the sale of the New Securities described in the First Participation Notice with respect to which the Preemptive Rights hereunder were not exercised, at the same or higher price and upon non-price terms not more favorable to the purchasers thereof than those specified in the First Participation Notice. In the event that the Company has not issued and sold such New Securities within such ninety (90) day period, the Company shall not thereafter issue or sell any New Securities without again first offering such New Securities to the Preemptive Rights Holders pursuant to this Section 7.

7.6 **Allocation among Affiliates and Certain Other Persons.**

Each Preemptive Rights Holder shall be entitled to allocate among and assign to its Affiliates (and, in the case of Alibaba or Ant Financial, also to Ant Financial (in the case of Alibaba) or Alibaba (in the case of Ant Financial)), in its discretion, all or a portion of its right to subscribe for the New Securities that such Preemptive Rights Holder is entitled to subscribe for pursuant to this Section 7, provided that such Preemptive Rights Holder shall notify the Company in writing of such allocation and assignment.
8. Information and Inspection Rights.

8.1 Delivery of Financial Statements to Information Rights Holders.

The Group Companies shall deliver to each Information Rights Holder the following documents or reports:

(a) within ninety (90) days after the end of each fiscal year of the Company, a consolidated income statement and statement of cash flows for the Group Companies for such fiscal year and a consolidated balance sheet for the Group Companies as of the end of the fiscal year, audited and certified by a “Big-4” accounting firm (i.e., PricewaterhouseCoopers, KPMG, Deloitte & Touche or Ernst & Young) or any other accounting firm acceptable to the Majority Preferred Holders, and a management report including a comparison of the financial results of such fiscal year with the corresponding annual budget, all prepared in English and in accordance with the Accounting Standards consistently applied throughout the period;

(b) within forty-five (45) days of the end of each of the first three fiscal quarters, a consolidated unaudited income statement and statement of cash flows for such quarter and a consolidated balance sheet for the Group Companies as of the end of such quarter, and a comparison of the financial results of such quarter with the corresponding quarterly budget, all prepared in English and in accordance with the Accounting Standards consistently applied throughout the period (except for customary year-end adjustments and except for the absence of notes), and certified by the chief executive officer or chief financial officer of the Company;

(c) within thirty (30) days of the end of each month, a consolidated unaudited income statement and statement of cash flows for such month and a consolidated balance sheet for the Group Companies as of the end of such month, and a comparison of the financial results of such month with the corresponding monthly budget, all prepared in English and in accordance with the Accounting Standards consistently applied throughout the period (except for customary year-end adjustments and except for the absence of notes), and certified by the chief executive officer or chief financial officer of the Company;

(d) an annual budget and business plan within thirty (30) days prior to the beginning of each fiscal year, setting forth: the projected balance sheets, income statements and statements of cash flows for each month during such fiscal year of each Group Company; projected detailed budgets for each such month; any dividend or distribution projected to be declared or paid; any projected incurrence, assumption or refinancing of Indebtedness; and other material matters relating to the operation, development and business of the Group Companies;

(e) copies of all documents or other information sent to all other Shareholders and any reports publicly filed by any Group Company with any relevant securities exchange, regulatory authority or governmental agency, no later than five (5) days after such documents or information are filed by the Company;

(f) as soon as practicable, any other information relating to the financial condition and Business of the Group Companies reasonably requested by any such Information Rights Holder (including monthly or other periodic operating metrics); provided, however, that the Company shall not be obligated under this Section 8.1(f) to provide information (i) that the Board reasonably determines in good faith to be a trade secret or (ii) the disclosure of which would adversely affect the attorney-client privilege between the Group Companies and their counsel.

Notwithstanding anything else in this Section 8.1 to the contrary, the Company may cease providing the information set forth in this Section 8.1 during the period starting with the date sixty (60) days before the Company’s good-faith estimate of the date of filing of a registration statement if it reasonably concludes it must do so to comply with the Commission rules applicable to such registration statement and related offering; provided that the Company’s covenants under this Section 8.1 shall be reinstated at such time as the Company is no longer actively employing its commercially reasonable efforts to cause such registration statement to become effective.

8.2 Inspection Rights. The Group Companies and the Didi Principals covenant and agree that each Information Rights Holder shall have the right, at its own expenses, to reasonably inspect facilities, properties, records and books of each Group Company at any time during regular working hours on reasonable prior notice to such Group Company and the right to discuss the business, operation and conditions of a Group Company with any Group Company’s directors, officers, employees, accountants, legal counsels and investment bankers; provided, however, that the Group Companies shall not be obligated under this Section 8.2 to provide access to any information (i) that the Board reasonably determines in good faith to be a trade secret or (ii) the disclosure of which would adversely affect the attorney-client privilege between the Group Companies and their counsel.


9.1 Board of Directors.

(a) Subject to Section 9.1(c), the Company shall have, and the Parties agree to cause the Company to have, a Board consisting of up to eight (8) authorized Directors with voting right and one (1) Non-Voting Director. The composition of eight (8) authorized Directors with voting right is determined as follows:

(i) For so long as he acts as a member of the senior management of the Company, CHENG Wei shall be one (1) voting Director on the Board, and shall be the chairman of the Board who shall have a casting vote (without prejudice to Section 10.2).

(ii) For so long as she acts as a member of the senior management of the Company, LIU Qing shall be one (1) voting Director on the Board.

(iii) The holders of the Ordinary Shares who are or whose Beneficial Owners are members of the senior management of any Group Company, voting as a separate class, shall be exclusively entitled to designate, appoint, remove, replace and reappoint at any time or from time to time
one (1) voting Director on the Board (together with CHENG Wei and LIU Qing as Directors, each a “Management Director”), who shall be ZHU Jingshi (Stephen) as of the date of Closing.

(iv) Each of the Strategic Investors shall be exclusively entitled to designate, appoint, remove, replace and reappoint at any time or from time to time one (1) voting Director on the Board (each a “Strategic Investor Director”), who shall be Martin LAU Chi Ping and ZHANG Yong as of the date of Closing.
Each of (A) the holders of seventy percent (70%) of the voting power of the outstanding Series A-1 through Series A-18 Preferred Shares (other than any such Shares held by Tencent, Alibaba, Ant Financial or Apple), voting as a separate class and on an as-converted basis, (B) Apple and (C) the largest holder of the outstanding Series B-2 Preferred Shares as of the date of Closing, shall be exclusively entitled to designate, appoint, remove, replace and reappoint at any time or from time to time one (1) voting Director on the Board (each a “Preferred Investor Director”). The initial Preferred Investor Directors appointed in accordance with Section 9.1(a)(v)(A) and (B) shall be Joey Zhiyi Chen and Adrian Perica, respectively.

(b) Unless otherwise agreed by the Majority Preferred Holders, each Group Company shall, and the Parties shall cause each such Group Company to, (i) have a board of directors or similar governing body (a “Subsidiary Board”), (ii) the authorized size of each Subsidiary Board at all times be the same authorized size as the Board, and (iii) the composition of each Subsidiary Board to at all times consist of the same persons as directors as those then on the Board.

(c) The rights of each Strategic Investor under Section 9.1(a) above shall terminate in the event that such Strategic Investor directly or indirectly sells, assigns, transfers, pledges, hypothecates, or otherwise encumbers or disposes of a number of Shares which exceeds forty percent (40%) of the Shares held by such Strategic Investor on the Kuaidi Merger Effective Date (as adjusted in connection with share splits or share consolidation, reclassification or other similar event) to any Person who is not an Affiliate of such Strategic Investor, provided, however, that any such sale, assignment, transfer, pledge, hypothecation, encumbrance or disposal by Alibaba to Ant Financial (or vice versa) shall be disregarded for purposes of this Section 9.1(c). The rights of Apple under Section 9.1(a) above shall terminate in the event that Apple directly or indirectly sells, assigns, transfers, pledges, hypothecates, or otherwise encumbers or disposes of a number of Shares which exceeds forty percent (40%) of the Shares held by Apple as of May 12, 2016 (as adjusted in connection with share splits or share consolidation, reclassification or other similar event) to any Person who is not an Affiliate of Apple. The rights of the largest holder of Series B-2 Preferred Shares under Section 9.1(a)(v)(C) above shall terminate in the event that such holder in aggregate directly or indirectly sells, assigns, transfers, pledges, hypothecates, or otherwise encumbers or disposes of a number of Shares which exceeds forty percent (40%) of the Series B-2 Preferred Shares held by such holder and its Affiliates as of the date of Closing (as adjusted in connection with share splits or share consolidation, reclassification or other similar event) to any Person who is not an Affiliate; provided, however, that no lien, pledge, charge, mortgage or similar that creates a mere security interest in any Series B-2 Preferred Shares in connection with a bona fide financing transaction shall be deemed to result in the termination of any rights of the largest holder of Series B-2 Preferred Shares under this Section 9.1(c).

9.2 Voting Agreements.

(a) With respect to each election of the Directors of the Board, each holder of voting securities of the Company shall vote at each meeting of shareholders of the Company, or in lieu of any such meeting shall give such holder’s written consent with respect to, as the case may be, all of such holder’s voting securities of the Company as may be necessary (i) to keep the authorized size of the Board at eight (8) Directors with voting right and one (1) Non-Voting Director, (ii) to cause the election or re-election as members of the Board, and during such period to continue in office, each of the individuals designated pursuant to Section 9.1, and (iii) against any nominees not designated pursuant to Section 9.1.

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(b) Any Director designated pursuant to Section 9.1 may be removed from the Board, either for or without cause, only upon the vote or written consent of the Person or group of Persons then entitled to designate such Director pursuant to Section 9.1, and the Parties agree not to seek, vote for or otherwise effect the removal of any such Director without such vote or written consent. Any Person or group of Persons then entitled to designate any individual to be elected as a Director on the Board shall have the exclusive right at any time or from time to time to remove any such Director occupying such position and to fill any vacancy caused by the death, disability, retirement, resignation or removal of any Director occupying such position or any other vacancy therein, and each other Party agrees to cooperate with such Person or group of Persons in connection with the exercise of such right. Each holder of voting securities of the Company agrees to always vote such holder’s respective voting securities of the Company at a meeting of the members of the Company (and given written consents in lieu thereof) in support of the foregoing.

(c) The Company agrees to take such action, and each other Party agrees to take such action, as is necessary to cause the election or appointment to each Subsidiary Board of each director designated to serve on the Board pursuant to Section 9.1. Upon a removal or replacement of such director from the Board in accordance with Section 9.2(b), the Company agrees to take such action, and each other Party agrees to take such action, as is necessary to cause the removal of such director from each Subsidiary Board.

9.3 Board Meeting; Quorum; Interested Director.

(a) Subject to the provisions of the Memorandum and Articles, the Directors may regulate their proceedings as they think fit, provided, however, that the Board meetings shall be held at least once every three (3) months unless the Board otherwise approves and that a written notice of each meeting, agenda of the business to be transacted at the meeting and all documents and materials to be circulated at or presented to the meeting shall be sent to all Directors entitled to receive notice of the meeting at least five (5) Business Days before the meeting and a copy of the minutes of the meeting shall be sent to such Persons. A meeting of the Board and each Subsidiary Board shall only proceed where there are present (whether in person or by means of a conference telephone or another equipment which allows all participants in the meeting to speak to and hear each other simultaneously) a majority of the number of the Directors in office elected in accordance with Section 9.1(a) that includes (x) any two (2) Investor Directors and (y) any two (2) Management Directors, and the Parties shall cause the foregoing to be the quorum requirements for the Board and each Subsidiary Board. If a quorum shall not be present at any meeting of the Board, the Directors present thereat may adjourn the meeting, until a quorum shall be present. A quorum, once established, shall not be broken by the withdrawal of any Director to leave less than a quorum and the votes present may continue to transact business until adjournment. If, however, such quorum shall not be present or represented at any Board meeting, the Directors (or their proxies) appointed by the Shareholders holding a majority of the aggregate voting power of all of the Shares represented at the meeting may adjourn the meeting from time to time, until a quorum shall be present or represented; provided that, if notice of such meeting has been duly delivered to all Directors ten (10) Business Days prior to the scheduled meeting in accordance with the notice procedures hereunder, and the quorum is not present within one hour from the time appointed for the meeting solely because of the absence of any Director, the meeting shall be adjourned to the seventh (7th) following Business Day at the same time and place (or to such other time or such other place as the Directors may determine) with notice delivered to all Directors 48 hours prior to the adjourned meeting in accordance with the notice procedures under Articles 108 through 112 of the Memorandum and Articles and, if at the adjourned meeting, the quorum is not present within one half hour from the time appointed for the meeting solely because of the absence of any Director, then the presence of such Director shall not be required at such adjourned meeting for purposes of establishing a quorum. At such adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally notified.
(b) A Director (an “Interested Director”) who is in any way, whether directly or indirectly, interested in a contract or transaction or proposed contract or transaction with a Group Company shall declare the nature of his or her interest at a Board meeting. A general notice given to the Board by any Director to the effect that he or she is a member of any specified company or firm and is to be regarded as interested in any contract or transaction which may thereafter be made with that company or firm shall be deemed a sufficient declaration of interest in regard to any contract so made or transaction so consummated. So long as material facts of the interest of an Interested Director in the agreement or transaction and his or her interest in or relationship to any other party to the agreement or transaction are disclosed in good faith to and are known by the other Directors, the Interested Director shall be counted towards a quorum of those present at a Board meeting on any resolution concerning a matter in which that director has a direct or indirect interest, provided that such director shall not vote on such resolution and his or her vote shall not be counted in determining whether any requisite approval over such matter has been satisfied.

9.4 Expenses. The Company will promptly pay or reimburse each non-employee Board member and each non-employee Subsidiary Board member for all reasonable out-of-pocket expenses incurred in connection with attending board or committee meetings and otherwise performing their duties as directors and committee members.

9.5 Alternates. Subject to applicable Law and this Agreement, each Director shall be entitled to appoint an alternate to serve at any Board meeting, and such alternate shall be permitted to attend all Board meetings and vote on behalf of the Director for whom she or he is serving as an alternate.

9.6 Establishment of Compensation Committee and Audit Committee. Within ninety (90) days after the Closing, the Company shall establish and maintain (i) a Compensation Committee and (ii) an Audit Committee, and at least two (2) Investor Directors, as so elected by the Investor Directors, shall be members of each of the Compensation Committee and the Audit Committee and shall be required to establish a quorum for any meeting or action to be taken by such committees, provided that in the event that one Strategic Investor Director is elected to serve on any committee of the Board, then the other Strategic Investor Director shall be entitled to serve on the same committee. The Compensation Committee shall propose the terms of the Company’s share incentive plans and all grants of awards thereunder (including the Share Incentive Plans) to the Board for approval and adoption by the Board and the Shareholders and shall have the power and authority to (a) administer the Company’s share incentive plans (including the Share Incentive Plans) and to grant options thereunder, and (b) approve all management compensation levels and arrangements, and shall have such other powers and authorities as the Board shall delegate to it. The Audit Committee shall select the Auditors of the Company and approve the scope of the Company’s annual audit, and shall have such other powers and authorities as the Board shall delegate to it.

9.7 D&O Insurance. As soon as reasonably practicable following the Closing, the Company shall, at the request of any Investor Director, purchase, and thereafter shall maintain, directors’ and officers’ insurance on commercially reasonable and customary terms approved by the Board of the Company, in relation to any person who is or was a Director or an officer of the Company, against any liability asserted against the person and incurred by the person in that capacity, except to the extent otherwise agreed by such Investor Director. The Non-Voting Series B-1 Director shall be covered by the same insurance policies as the Directors.
9.8 Indemnification Agreement. To the maximum extent permitted by the Law of the jurisdiction in which the Company is organized, the Company shall indemnify and hold harmless each of its Directors and shall comply with the terms of the indemnification agreements entered into by the Company and its Directors (each an “Indemnification Agreement” and collectively, the “Indemnification Agreements”), and at the request of any Director who is not a party to an Indemnification Agreement, shall enter into an indemnification agreement with such director in similar form to the Indemnification Agreements.

9.9 Non-Voting Director. The Non-Voting Director shall be designated by such Shareholder as agreed in writing by the Company. In the event a Shareholder is entitled to designate, appoint, remove, replace and reappoint at any time or from time to time one (1) non-voting director without voting right (a “Non-Voting Director”), the rights and term of such Non-Voting Director shall be subject to any agreement entered into between the Company and such Shareholder with respect to the Non-Voting Director.


10.1 Acts of the Group Companies Requiring Approval of the Supermajority Preferred Holders and the Didi Principal Holding Company. Notwithstanding anything else to the contrary contained herein or in the Charter Documents of any Group Company, no Group Company shall take, permit to occur, approve, authorize, or agree or commit to do any of the following, whether in a single transaction or a series of related transactions, whether directly or indirectly, and whether or not by amendment, merger, consolidation, scheme of arrangement, amalgamation, or otherwise, unless approved in writing by (i) the Supermajority Preferred Holders and (ii) the Didi Principal Holding Company:

(a) subject to any applicable restriction in the Memorandum and Articles, any adverse amendment or change of the rights, preferences, privileges, powers, limitations or restrictions of or concerning, or the limitations or restrictions provided for the benefit of any Preferred Shares in issue; notwithstanding the foregoing and for the avoidance of doubt, any such amendment or change in regard to the variation of rights attached to one or more specific classes or series shall require the consent in writing of the holders of at least two-thirds (2/3) of the issued and outstanding shares of such classes or series and shall not be subject to the approval requirements under this subsection (a);

(b) any action that authorizes, creates or issues (A) any class or series of Equity Securities having rights, preferences, privileges, powers, limitations or restrictions superior to or on a parity with the Preferred Shares in issue, whether as to liquidation, conversion, dividend, voting, redemption, or otherwise, or any Equity Securities convertible into, exchangeable for, or exercisable into any Equity Securities having rights, preferences, privileges, powers, limitations or restrictions superior to or on a parity with Preferred Shares in issue, whether as to liquidation, conversion, dividend, voting, redemption or otherwise, or (B) any other Equity Securities of any Group Company, except for (i) the Conversion Shares, (ii) the issuances of any Equity Securities in accordance with the terms of the Series A-11 Warrant upon the exercise thereof or pursuant to the Share Incentive Plans, and (iii) the issuances of Series A-18 Preferred Shares up to the number authorized under the Memorandum and Articles;
(c) any action that reclassifies any outstanding shares into shares having rights, preferences, privileges, powers, limitations or restrictions senior to or on a parity with any Preferred Shares in issue, whether as to liquidation, conversion, dividend, voting, redemption or otherwise;

(d) any purchase, repurchase, redemption or retirements of any Equity Security of any Group Company other than (i) Exempted Distributions (as defined in the Memorandum and Articles), (ii) any purchase, repurchase, redemption or retirements of any Equity Securities of any Group Company held by an employee of any Group Company provided that such purchase, repurchase, redemption or retirements shall have been approved by the Board, (iii) the repurchase of Equity Securities of the Company authorized concurrently with the authorization of issuance of Series A-18 Preferred Shares, (iv) the repurchase of Equity Securities of the Company pursuant to the terms of the share purchase agreement dated April 17, 2017, by and among Softbank, the Company and certain other parties named therein, and (v) any redemption pursuant to Article 8.5 of the Memorandum and Articles;

(e) any amendment or modification to or waiver under any of the Charter Documents of any Group Company, other than amendments to resolve any conflict or inconsistency with this Agreement in accordance with the terms of this Agreement;

(f) any declaration, set aside or payment of a dividend or other distribution by any Group Company, or the adoption of, or any change to, the dividend policy of any Group Company;

(g) (i) the merger, amalgamation or consolidation of the Company or any Group Company with any Person, or (ii) the purchase or other acquisition by any Group Company (whether individually or in combination with the Company or any other Group Company) of all or substantially all of the assets, equity or business of another Person, which in either case of (i) or (ii), involves consideration or contract value in excess of US$25,000,000 in a single transaction;

(h) any sale, transfer, lease, or other disposal of, or the incurrence of any Lien on, any substantial assets of any Group Company, which is a Deemed Liquidation Event as defined in the Memorandum and Articles;

(i) any sale, transfer, grant of an exclusive license, or other disposal of, or the incurrence of any Lien on, the intellectual property of any Group Company that are outside the ordinary course of business;

(j) the commencement of or consent to any proceeding seeking (i) to adjudicate it as bankrupt or insolvent, (ii) liquidation, winding up, dissolution, reorganization, or arrangement of any of the Group Companies under any 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;
(k) any change of the size or composition of the board of directors of any Group Company;

(l) any increase or decrease in the authorized number of Preferred Shares or Ordinary Shares or any series thereof (except pursuant to any conversion of such Preferred Shares in accordance with Article 8.3 of the Memorandum and Articles);

(m) any liquidation, dissolution or winding up of any Group Company, including without limitation any Deemed Liquidation Event or any Share Sale;

(n) any issuance of Equity Securities by a Subsidiary or a controlled Affiliate of any Group Company, except as contemplated in the Transaction Documents;

(o) any change in the equity ownership of the Didi Domestic Company or Kuaidi Domestic Company or any amendment or modification to or waiver of any terms of the Control Documents, except (i) as contemplated in the Transaction Documents, or (ii) to the extent necessary to enable a Key Employee to comply with SAFE registration or reporting requirements under the SAFE Rules and Regulations in connection with his or her exercise of options awards, provided that such Key Employee shall, concurrently with such change, amendment, modification or waiver, as applicable, execute and deliver all necessary Control Documents to maintain the Captive Structure; or

(p) any action by a Group Company (if applicable) to authorize, approve or enter into any agreement or obligation with respect to any of the actions listed above.

Notwithstanding anything to the contrary contained in this provision, where any act listed above requires the approval of the Shareholders of the Company in accordance with the Cayman Islands Companies Law, and if the Shareholders vote in favor of such act but the holders of Shares who are entitled to the right of additional prior consent have delivered a written notice of disapproval to the Company pursuant thereto, then such disapproving Shareholders who are entitled to the additional approval votes shall, in such vote, have such number of votes as equal to the aggregate number of votes of the Shareholders who voted in favor of such act plus one.

The rights of the Didi Principal Holding Company under Section 10.1 above shall terminate in the event that (i) Mr. CHENG Wei ceases to Control the Didi Principal Holding Company or (ii) the Didi Principal Holding Company sells, assigns, transfers, pledges, hypothecates, or otherwise encumbers or disposes of an aggregate number of Shares which exceeds fifty percent (50%) of the Shares held by the Didi Principal Holding Company on the Kuaidi Merger Effective Date to any Person who is not an Affiliate of Mr. CHENG Wei or the Didi Principal Holding Company.

10.2 Acts of the Group Companies Requiring Board Approval. Regardless of anything else contained herein or in the Charter Documents of any Group Company, no Group Company shall take, permit to occur, approve, authorize, or agree or commit to do any of the following, whether in a single transaction or a series of related transactions, whether directly or indirectly, and whether or not by amendment, merger, consolidation, scheme of arrangement, amalgamation, or otherwise, unless approved by the Board (which approval includes (x) the affirmative votes by the majority of the Directors in office and (y) solely with respect to subsection (c) below, the affirmative votes of (A) Mr. CHENG Wei for as long as Mr. CHENG Wei serves as a Director and the CEO of the Company and (B) Ms. LIU Qing for as long as Ms. LIU Qing serves as a Director and the President of the Company):
(a) making any capital commitments or expenditures in excess of US$25,000,000 with respect to any single transaction, other than any capital commitments or expenditures expressly set out in the annual budget or business plan of any Group Company;

(b) providing any loans or any guarantee for the benefit of any Person in any form, except for any loan or guarantee for the benefit of an employee of the Group Company provided that the aggregate outstanding amount of such loans or guarantee shall not exceed US$25,000,000;

(c) hiring or terminating any officers or member of the senior management of any Group Company or financial controller of any Group Company; appointment, removal, and approval of the remuneration package of any member of the senior management of any Group Company, including the chief executive officer, the chief operating officer, the chief financial officer, the financial controller and any other management member at or above the level of vice president or comparable position;

(d) the approval of, or any material deviation from or material amendment of, the annual budget or business plan of any Group Company;

(e) entering into any joint venture or material alliance with any Person which requires a capital contribution or commitment in excess of US$25,000,000;

(f) any transaction (including but not limited to the termination, extension, continuation after expiry, renewal, amendment, variation or waiver of any term under agreement with respect to any transaction or series of transactions) between a Group Company and any Related Party thereof outside the ordinary course of business, including the compensation of or any loans to the Didi Principals, officers and directors of the Company or its Affiliates;

(g) subject to Section 11.7(a), the adoption, amendment or termination of, or change in the share reserve under, any of the Share Incentive Plans or any other equity incentive, purchase or participation plan for the benefit of any employees, officers, directors, contractors, advisors or consultants of any of the Group Companies; the determination of the exercise price for any share options or other equity incentives;

(h) the appointment or removal of the Auditors or the auditors for any other Group Company, or any material change in accounting policies and procedures or internal controls or authorization policies, the making of any significant tax or accounting election or the change of the term of the fiscal year for any Group Company;

(i) subject to any applicable restriction in the Memorandum and Articles, any initial public offering of any Equity Securities of any Group Company; determination of the listing venue, timing, valuation and other terms of the initial public offering;

(j) any material change to the business scope or nature of the business of any Group Company;
any investment in, or divestiture or sale or pledge or mortgage by any Group Company of its interest in, a Subsidiary, in each case for an amount in excess of US$25,000,000; or

any action by a Group Company (if applicable) to authorize, approve or enter into any agreement or obligation with respect to any of the actions listed above.

10.3 Certain Removals. Notwithstanding anything to the contrary herein, the removal of Mr. CHENG Wei from his position as CEO of the Company and any other Group Companies of which he serves as any officer shall require the approval of all of the Investor Directors and such removal shall be based solely on the following grounds: (i) such officer has been convicted of, or pleads guilty to, any felony under applicable laws or any act of embezzlement, fraud, bribery or similar offense; or (ii) a court of competent jurisdiction, in a judgment that has become final and that is no longer subject to appeal or review, determines that any intentional misconduct of such officer has materially and adversely affected the interests of the Shareholders, or the business or reputation of the Company, or that such officer has breached in any material respect his non-competition agreement; provided, however, in the case of (ii) above, if the matters have not been determined by a final judgment, the Board may resolve (which resolutions shall require the approval of all of the Investor Directors) to temporarily suspend Mr. CHENG Wei’s duty as CEO of the Company and any other Group Companies of which he serve as an officer until such matters are finally adjudicated.

10.4 Exceptions for Management Liquidity Agreement. Notwithstanding anything to the contrary herein, no additional Board, Shareholder or other consents, authorizations or approvals shall be required hereunder for any of the actions or matters provided in the Management Liquidity Agreement. If any additional consents, authorizations or approvals are required under the Memorandum and Articles, applicable provisions of the Laws of the Cayman Islands or otherwise to permit or authorize the taking of any of the actions or matters provided in the Management Liquidity Agreement, the Shareholders hereby agree to take all such necessary actions to provide or obtain such necessary consents, authorizations and approvals.

10.5 Additional Issuance of Equity Securities to non-PRC Person. Without limiting Section 11.15 or any restrictions under Section 10.1 or Section 10.2, no Group Company shall approve, authorize, or agree or commit to issue (i) any Series B-1 Preferred Shares, other than to the former shareholders of Uber China pursuant to the terms of the Uber Merger Agreement or (ii) any Equity Securities with Effective Per Share Voting Power greater than the Effective Per Share Voting Power attached to the Series B-1 Preferred Shares to any non-PRC Person that engages in any business of providing or facilitating ride-sharing, taxi or designated driver services through any online or mobile application platform which connects drivers of vehicles and vehicle passengers, substantially as such business is conducted as of the date hereof by UTI, Uber China and the Company, in China. For these purposes, a non-PRC person shall be (i) any Person which is organized, incorporated or headquartered outside of the PRC and not controlled by one or more citizens of the PRC or (ii) a natural person who is not a citizen of the PRC.

11. Additional Covenants.

11.1 Business of the Group Companies. Except for holding the interest in its Subsidiaries, the Company shall not engage in any business or operations without the consent of the Majority Preferred Holders. The business of each other Group Company shall be restricted to the Business, except with the approval of the Board and any required approvals under Section 10.
11.2 SAFE Registration. If any holder or Beneficial Owner of Equity Securities of a Group Company (other than the Investors) (each, a “Security Holder”) is a “Domestic Resident” as defined in Circular 37 and is subject to the SAFE registration or reporting requirements under applicable SAFE Rules and Regulations, the Parties (other than the Investors) shall use their commercially reasonable efforts to promptly obtain a Power of Attorney in the form attached hereto as Exhibit A from such Security Holder, and shall use their commercially reasonable efforts to cause the designated representative under such Power of Attorney to promptly take such actions and execute such instruments on behalf of such Security Holder as to comply with the applicable SAFE registration or reporting requirements under SAFE Rules and Regulations, and in the event such Security Holder fails to comply with the applicable SAFE registration or reporting requirements under SAFE Rules and Regulations, the Parties (other than the Investors) shall use their commercially reasonable efforts to promptly cause such Security Holder to cease to be a holder or Beneficial Owner of any Equity Security of the Company.

11.3 Control Documents.

(a) Each of the Didi Principals, the Didi Principal Holding Company, the Didi Group Companies, the Series A-7 Preferred Holder, and the Didi Investors that have designated a shareholder of the Didi Domestic Company shall ensure and cause each nominee designated by it to ensure that (a) each party to the relevant Didi Control Documents fully perform its/his/her respective obligations thereunder, and carry out the terms and the intent of the Didi Control Documents, and (b) each such nominee shall act for the benefit of the Group Companies pursuant to the Captive Structure.

(b) Each of the Kuaidi Group Companies and the Kuaidi Investors that have designated a shareholder of the Kuaidi Domestic Company shall ensure that each party to the relevant Kuaidi Control Documents fully perform its/his/her respective obligations thereunder and carry out the terms and the intent of such control documents.

(c) Any termination, or material modification or waiver of, or material amendment to any Control Documents shall require the written consent of the Majority Preferred Holders, except for such termination, or material modification or waiver of, or material amendment to any Control Documents that (i) will not adversely affect the rights of any Investor hereunder, (ii) will not cause the Company to lose Control over the Didi Domestic Company and the Kuaidi Domestic Company or the ability to consolidate the financial statements of the Didi Domestic Company and the Kuaidi Domestic Company, (iii) will not conflict with applicable Laws, and (iv) have been duly approved by the Shareholders and/or the Board in accordance with Section 10.1 and/or Section 10.2.

(d) If any of the Control Documents becomes illegal, void or unenforceable under PRC Laws after the date hereof, the Parties shall devise a feasible alternative legal structure reasonably satisfactory to the Majority Preferred Holders, which gives effect to the intentions of the parties in each Control Document and the economic arrangement thereunder as closely as possible.

(e) Mr. CHENG Wei agrees that he will remain a PRC citizen for as long as he serves as a nominee shareholder of the Didi Domestic Company.

11.4 Covenants of Series A-1 Preferred Holders and Series A-7 Preferred Holders. Each of the Series A-1 Preferred Holders and Series A-7 Preferred Holders covenants and agrees that (a) it shall comply with the covenants set forth under this Section 11 that is applicable to him/it and will cooperate to ensure the covenants will be fully complied with and performed, and (b) he/it will sign and procure his/its Affiliates to sign any Control Documents as may be reasonably requested by the Investors, as well as any amendments thereto, and agree to take all measures necessary to ensure the implementation of the Control Documents.

11.5 Control of Subsidiaries. The Company shall institute and keep in place such arrangements as are reasonably satisfactory to all of the holders of Preferred Shares such that the Company (i) will at all times control the operations of each other Group Company, and (ii) will at all times be permitted to properly consolidate the financial results for each other Group Company in the consolidated financial statements for the Company prepared under the Accounting Standards, provided, however, if any change to the arrangement (i) will not adversely affect the rights of any Investor hereunder whose satisfaction to the change of the arrangement is not fulfilled, (ii) will not cause the Company to lose Control over the Didi Domestic Company and the Kuaidi Domestic Company or the ability to consolidate the financial statements of the Didi Domestic Company and the Kuaidi Domestic Company, and (iii) have been duly approved by the Shareholders or/and the Board.

11.6 Compliance with Laws; Registrations.

(a) The Group Companies shall, and each Didi Principal and the Didi Principal Holding Company shall cause the Group Companies to, conduct their respective business in compliance in all material respects with all applicable Laws, including but not limited to Laws regarding foreign investments, corporate registration and filing, import and export, customs administration, foreign exchange, telecommunication and e-commerce, intellectual property rights, labor and social welfare, and taxation, and obtain, make and maintain in effect, all Consents from the relevant Governmental Authority required in respect of the establishment and operations of each Group Company as now conducted in accordance with applicable Laws. Without limiting the generality of the foregoing, none of the Group Companies shall, and the Parties (other than the Investors) shall cause each Group Company not to, and the Parties shall ensure that its and their respective Affiliates and its respective officers, directors, and representatives shall not, directly or indirectly, (a) offer or give anything of value to any Public Official with the intent of obtaining any improper advantage, affecting or influencing any act or decision of any such Person, assisting any Group Company in obtaining or retaining business for, or with, or directing business to, any Person, or constituting a bribe, kickback or illegal or improper payment to assist any Group Company in obtaining or retaining business, (b) take any other action, in each case, in violation of the Foreign Corrupt Practices Act of the United States of America, as amended (as if it were a US Person), or any other applicable similar anti-corruption, recordkeeping and internal controls Laws, or (c) establish or maintain any fund or assets in which any Group Company has proprietary rights that have not been recorded in the books and records of such Group Company.

(b) Without limiting the generality of the foregoing, each Didi Principal, the Didi Principal Holding Company, and each Group Company shall ensure that all filings and registrations with the PRC Governmental Authorities so required by them shall be duly completed in accordance and shall at all times be in compliance with the relevant rules and regulations, including without limitation any such filings and registrations with the Ministry of Commerce, the Ministry of Information Industry, the State Administration of Industry and Commerce, the State Administration for Foreign Exchange, tax bureau, customs
authorities, product registration authorities, and the local counterpart of each of the aforementioned governmental authorities, in each case, as applicable.
11.7 Stock Option Plan.

(a) As of the date of Closing, 138,896,437 Ordinary Shares are reserved under the Company’s Share Incentive Plans for issuance to officers, directors, employees, consultants or service providers of the Company. Notwithstanding the above, the Board may, additionally, determine to transfer or cancel and issue as Ordinary Shares such number of Treasury Shares as the Board may deem proper to officers, directors, employees, consultants or service providers of the Company subject to terms and conditions of Share Incentive Plan.

(b) The Share Incentive Plans shall provide for the obligations of the recipient of the award holding Equity Securities convertible, exchangeable or exercisable for more than one percent (1%) of the Company’s Ordinary Shares (other than, in any case, the Investors) to sign an instrument of accession to join the Right of First Refusal and Co-Sale Agreement as a party, and the Company’s right to repurchase any and all unvested shares, options or other securities or awards granted thereunder at a price equivalent to the actual cost under certain circumstances. As a condition to the issuance of any shares issued under the Share Incentive Plans or the exercise, conversion or exchange of any Equity Security issued under the Share Incentive Plans, the grantee of the Equity Securities convertible, exchangeable or exercisable for more than one percent (1%) of the Company’s Ordinary Shares (other than, in any case, the Investors) shall be required to enter into the Right of First Refusal and Co-Sale Agreement as a Didi Principal (as defined in the Right of First Refusal and Co-Sale Agreement) or an agreement substantially similar thereto, unless otherwise agreed by the Majority Preferred Holders. Any attempt to exercise any option or other security granted or issued under the Share Incentive Plans in contravention of this paragraph shall be null, void and without effect.

(c) As soon as practicable after the date hereof, the Company shall, and shall cause each Group Company to, obtain and maintain in effect all authorizations, consents, orders and approvals of all Governmental Authorities that may be or become necessary to effectuate the Share Incentive Plans in China in accordance with PRC Law; provided that the Company shall not grant any awards pursuant to the Share Incentive Plans to any grantee in China if any authorization, consent, order or approval of any Governmental Authority that is necessary to effectuate the Share Incentive Plans in China in accordance with PRC Law has not been obtained.

11.8 Insurance. If requested by the Majority Preferred Holders, the Group Companies shall promptly purchase and maintain in effect, worker’s injury compensation insurance, and other insurance, in any case with respect to the Group’s properties, employees, products, operations, and/or business, each in the amounts not less than that are customarily obtained by companies of similar size, in a similar line of business, and with operations in China. At the discretion of the Investors, the Company shall purchase, and thereafter maintain keyman insurance with respect to the senior management of any Group Company, including the chief executive officer, the chief operating officer, the chief financial officer, the financial controller and any other management member at or above the level of vice president or comparable position on commercially reasonable and customary terms approved by the Board.
11.9 Intellectual Property Protection. Except with the written consent of the Majority Investor Directors, the Group Companies shall take all reasonable steps to protect their respective material Intellectual Property rights, including without limitation, registering their material respective trademarks, brand names, domain names and copyrights, and shall require each Key Employee of each Group Company to enter into a confidential information and intellectual property assignment agreement and a non-competition and non-solicitation agreement requiring such persons to protect and keep confidential such Group Company’s confidential information, intellectual property and trade secrets, prohibiting such persons from competing with such Group Company for a reasonable time after their termination of employment with any Group Company, and requiring such persons to assign all ownership rights in their work product to the relevant Group Company.

11.10 Internal Control System. The Group Companies shall maintain their books and records in accordance with sound business practices and implement and maintain an adequate system of procedures and controls with respect to finance, management, and accounting that meets national standards of good practice and is reasonably satisfactory to the Board (including the affirmative vote of the Majority Investor Directors) to provide reasonable assurance that (i) transactions by it are executed in accordance with management’s general or specific authorization, (ii) transactions by it are recorded as necessary to permit preparation of financial statements in conformity with the Accounting Standards and to maintain asset accountability, (iii) access to assets of it is permitted only in accordance with management’s general or specific authorization, (iv) the recorded inventory of assets is compared with the existing tangible assets at reasonable intervals and appropriate action is taken with respect to any material differences, (v) segregating duties for cash deposits, cash reconciliation, cash payment, proper approval is established, (vi) no personal assets or bank accounts of the employees, directors, officers are mingled with the corporate assets or corporate bank account, and no Group Company uses any personal bank accounts of any employees, directors, officers thereof during the operation of the business, (vii) all receipts and cash income of a Group Company are deposited in such bank accounts with such banks as may be approved by the Board, and (viii) each Group Company’s bank accounts are operated in accordance with control procedures established by the Board and that the funds in such bank accounts are used solely for the purposes of Group Company’s business and may only be withdrawn by authorized signatories approved by the Board, including joint signatures of (1) CHENG Wei and (2) the chief financial officer or the chief operating officer of the Company for any single withdrawal over RMB10,000,000.

11.11 No Avoidance; Voting Trust. The Company will not, by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be performed hereunder by the Company, and the Company will at all times in good faith assist and take action as appropriate in the carrying out of all of the provisions of this Agreement. Except as otherwise contemplated under the Transaction Documents, each holder of Shares agrees that it shall not enter into any other agreements or arrangements of any kind with respect to the voting of any Shares or deposit any Shares in a voting trust or other similar arrangement.

11.12 United States Tax Matters.

(a) None of the Group Companies will take any action inconsistent with its treatment of the Company as a corporation for US federal income tax purposes or elect to be treated as an entity other than a corporation for US federal income tax purposes.

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(b) The Company shall use, and shall cause each of its Subsidiaries to use, its commercially reasonable efforts to arrange its management and business activities in such a way that the Company and each of its Subsidiaries are not treated as residents for tax purposes, or is otherwise subject to income tax in, a jurisdiction other than the jurisdiction in which they have been organized.

(c) The Company shall use its commercially reasonable efforts to avoid future status of the Company or any of its Subsidiaries as a PFIC. Within forty-five (45) days from the end of each taxable year of the Company, the Company shall determine, in consultation with a reputable accounting firm, whether the Company or any of its Subsidiaries was a PFIC in such taxable year (including whether any exception to PFIC status may apply). If the Company determines that the Company or any of its Subsidiaries was a PFIC in such taxable year (or if a Governmental Authority or an Investor informs the Company that it has so determined), it shall, within sixty (60) days from the end of such taxable year, provide the following information to each holder of Preferred Shares that is a United States Person ("Direct US Investor") and each United States Person that holds either direct or indirect interest in a holder of Preferred Shares ("Indirect US Investor") (hereinafter, collectively referred to as a "PFIC Shareholder"): (i) all information reasonably available to the Company to permit such PFIC Shareholder to (a) accurately prepare its US tax returns and comply with any other reporting requirements, if any, arising from its investment in the Company and relating to the Company or any of its Subsidiaries’ classification as a PFIC and (b) make any election (including, without limitation, a “qualified electing fund” election under Section 1295 of the Code), or a “protective statement” under Treasury Regulations Section 1.1295-3, with respect to the Company (or any of its Subsidiaries); and (ii) a completed “PFIC Annual Information Statement” as described under Treasury Regulations Section 1.1295-1(g). The Company shall be required to provide the information described above to an Indirect US Investor only if the relevant holder of Preferred Share requests in writing that the Company provide such information to such Indirect US Investor.

(d) Each Didi Principal represents that such Person is not a United States Person and such Person is not owned, wholly or in part, directly or indirectly, by any United States Person. Each Didi Principal shall provide prompt written notice to the Company of any subsequent change in its United States Person status. The Company shall use its commercially reasonable efforts to avoid future status of the Company or any of its Subsidiaries as a CFC. Upon written request of a holder of Preferred Shares from time to time, the Company will promptly provide in writing such information concerning its shareholders and the direct and indirect interest holders in each shareholder sufficient for such holder of Preferred Shares to determine whether the Company is a CFC. In the event that the Company does not have in its possession all the information necessary for the holder of Preferred Shares to make such determination, the Company shall promptly procure such information from its shareholders. The Company shall, upon written request of a holder of Preferred Shares, furnish on a timely basis all information requested by such holder to satisfy its (or any Indirect US Investor’s) US federal income tax return filing requirements, if any, arising from its investment in the Company and relating to the Company or any of its Subsidiaries’ classification as a CFC. The Company and each of its Subsidiaries shall use their commercially reasonable efforts to avoid generating, for any taxable year in which the Company or any of its Subsidiaries is a CFC, income that would be includible in the income of such holder of Preferred Shares (or any Indirect US Investor) pursuant to Section 951 of the Code.
(e) The Company shall comply and shall cause each of its Subsidiaries to comply with all record-keeping, reporting, and other requirements that a holder of Preferred Shares informs the Company are necessary to enable such holder or its direct or indirect owners to comply with any applicable US tax rules. The Company shall also provide each holder of Preferred Shares with any information reasonably requested by such holder of Preferred Shares to enable such holder or its direct or indirect owners to comply with any applicable US tax rules.

(f) The cost incurred by the Company in providing the information that it is required to provide, or is required to cause to be provided, and the cost incurred by the Company in taking the action, or causing the action to be taken, as described in this Section 11.12 shall be borne by the Company.

11.13 Confidentiality.

(a) The terms and conditions of this Agreement, the Memorandum and Articles and the Right of First Refusal and Co-Sale Agreement, and the agreements and documents in connection with the Company’s issuances of Equity Securities and otherwise in connection with the Company’s financing, and all exhibits and schedules attached to such agreements and documents, including their existence, and the identity of each party (collectively, “Financing Documents”), and any information received by any Shareholder pursuant to Section 8 or any other information concerning or relating to the business or financial affairs of the Company to which such Shareholder has been or shall become privy by reason of the Financing Documents, discussions or negotiations relating to the Financing Documents, and the performance of its obligations under the Financing Documents (collectively, the “Confidential Information”) shall be considered confidential information and shall not be disclosed by any of the Parties to any other Person except that (i) each Party, as appropriate, may disclose any of the Confidential Information to its current or bona fide prospective investors, prospective permitted transferees, employees, investment bankers, lenders, accountants and attorneys, in each case only where such Persons are under appropriate nondisclosure obligations; (ii) each Investor may disclose any of the Confidential Information to its fund manager, the employees thereof and its Affiliates (and, in the case of Alibaba or Ant Financial, to Ant Financial (in the case of Alibaba) or Alibaba (in the case of Ant Financial)) so long as such Persons are under appropriate nondisclosure obligations; and (iii) if any Party is requested or becomes legally compelled (including without limitation, pursuant to securities Laws) to disclose the existence or content of any of the Confidential Information in contravention of the provisions of this Section, such Party shall, to the extent practicable and subject to applicable laws, promptly provide the other Parties with prior written notice of that fact so that such other Parties may seek a protective order, confidential treatment or other appropriate remedy and in any event shall furnish only that portion of the information that is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such information.

(b) The provisions of this Section shall terminate and supersede the provisions relating to the disclosure by any Party hereto of Confidential Information (as defined above) of any separate nondisclosure agreement executed by any of the Parties with respect to the transactions contemplated hereby, including without limitation, any term sheet, letter of intent, memorandum of understanding or other similar agreement entered into by the Company and the Investors in respect of the transactions contemplated hereby; provided that this Section shall not terminate or supersede any confidentiality obligations or agreements which are contained in any other Transaction Document or any such obligations or agreements to the extent they relate to information other than Confidential Information, as defined above.
11.14 Option to Purchase the Didi Domestic Company and the Kuaidi Domestic Company. The Parties hereby acknowledge and agree that, as part of the consideration for the Investors’ investment in the Company and other valuable consideration, the Company has the option, exercisable by the Company or any then Subsidiary thereof at any time (provided that such purchase by the Company or such subsidiary is permitted under the then applicable Laws of China), to purchase or transfer to an Affiliate of the Company the entire equity interest of the Didi Domestic Company and the Kuaidi Domestic Company from the shareholders of Didi Domestic Company and the Kuaidi Domestic Company at the lowest amount permitted under the Laws of China then applicable. The Parties further agree that transfer of equity interest in the Didi Domestic Company and the Kuaidi Domestic Company cannot be made without the prior written consent of the Majority Preferred Holders.

11.15 Dual-class Share Structure. The Parties hereby agree that the Company shall adopt a dual class ordinary share structure immediately prior to the completion of the Qualified IPO such that the Ordinary Shares will consist of Class A ordinary shares and Class B ordinary shares, with holders of Class A ordinary shares being entitled to one vote per share in respect of matters requiring the votes of shareholders while holders of Class B ordinary shares being entitled to one hundred (100) votes per share. The Parties agree that the Didi Principal Holding Company shall hold Class B ordinary shares and all other shareholders shall hold Class A ordinary shares. Each of the Parties agrees and undertakes to take all necessary actions, including by means of voting at each meeting of shareholders of the Company or in lieu of any such meeting giving its written consent with respect to, as the case may be, all of its voting securities of the Company as may be necessary, to support and adopt the dual class ordinary share structure as described above in this paragraph.

11.16 Standstill.

(a) (i) Each of the Strategic Investors and SoftBank hereby covenants to and agrees with the Company that, without the Company’s prior written consent, neither such Strategic Investor (or SoftBank, as applicable) nor any of its Affiliates will, directly or indirectly, until the first anniversary of the consummation of the IPO, and (ii) Uber CV hereby covenants to and agrees with the Company that, without the Company’s prior written consent, neither Uber CV nor any of its Affiliates will, directly or indirectly, if taking such action would result in Uber CV’s percentage of Beneficial Ownership in the Company on an as-converted basis exceeding its percentage of Beneficial Ownership in the Company on as Converted, pro forma basis immediately after the closing of the Uber Merger, taking into account and assuming the consummation in full of the sale and issuance of Series A-18 Preferred Shares authorized under the Memorandum and Articles and the repurchase of Equity Securities of the Company authorized concurrently with the authorization of issuance of Series A-18 Preferred Shares (the “Uber Initial Position”):

(1) in any way acquire, offer or propose to acquire or agree to acquire legal title to or Beneficial Ownership of any Equity Securities of the Company, unless the Company shall have made a prior written request to such Strategic Investor or SoftBank or Uber CV, as applicable, to submit such a proposal;
make any public announcement with respect to, or submit to the Company or any of its directors, officers, representatives, trustees, employees, attorneys, advisors, agents or Affiliates, any proposal for the acquisition of any Equity Securities of the Company or with respect to any merger, consolidation, business combination, restructurization, recapitalization or purchase of any substantial portion of the assets of the Company of any of its Subsidiaries, upon consummation of which such Strategic Investor, SoftBank or Uber CV, as applicable, and its Affiliates would acquire legal title to or Beneficial Ownership of any Equity Securities of the Company, and whether or not such proposal might require the making of a public announcement by the Company, unless the Company shall have made a prior written request to such Strategic Investor, SoftBank or Uber CV, as applicable, to submit such a proposal;

except as permitted in this Agreement, the Memorandum and Articles or other Transaction Documents, seek or propose to influence, advise, change or control the management, the board of directors of the Company, governing instruments or policies or affairs of the Company by way of any public communication or communication with any Person other than the Company, or make, or in any way participate in, any “solicitation” of “proxies” (as such terms are defined or used in Regulation 14A under the Exchange Act) to vote any Equity Securities of the Company or become a “participant” in any “election contest” (as such terms are defined and used in Rule 14a-11 under the Exchange Act) with respect to Equity Securities of the Company; provided, however, that nothing in this clause (3) shall prevent such Strategic Investor, SoftBank or Uber CV, as applicable, or its Affiliates from (x) voting in any manner any Equity Securities of the Company over which such Strategic Investor, SoftBank or Uber CV, as applicable, or such Affiliates has Beneficial Ownership or (y) communicating privately with shareholders of the Company to the extent such communication does not constitute a “solicitation” of “proxies,” as such terms are defined or used in Regulation 14A under the Exchange Act and the number of persons with whom such Strategic Investor, SoftBank or Uber CV communicates is fewer than ten (10); or

make a request to amend or waive any provision of this Section 11.16(a).

Notwithstanding any provision contained in Section 11.16(a) above, (i) if at any time the Company issues any New Securities or a Transferor (as defined in the Right of First Refusal and Co-Sale Agreement) proposes to Transfer (as defined in the Right of First Refusal and Co-Sale Agreement) any Offered Shares (as defined in the Right of First Refusal and Co-Sale Agreement), each of the Strategic Investors and SoftBank and (subject to clause (iii) below) Uber CV shall have the right to acquire its Pro Rata Share of the New Securities (and any additional New Securities pursuant to any re-allotment and additional subscription rights) pursuant to Section 7 (including Section 7.6) or acquire its Pro Rata Share of Offered Shares (and any additional Offered Shares pursuant to any re-allotment and additional purchase rights) pursuant to Section 2.2 (including Section 2.2(iii)(d)) of the Right of First Refusal and Co-Sale Agreement; (ii) for the avoidance of doubt, nothing in Section 11.16(a) shall prohibit or restrict a Transfer of any Equity Securities of the Company between or among (A) Alibaba, Ant Financial and their respective Affiliates, (B) SoftBank and its Affiliates, (C) Tencent and its Affiliates or (D) Uber CV and its Affiliates; and (iii) notwithstanding anything to the contrary in this Section 11.16, Uber CV and its Affiliates shall be permitted to take any of the actions described in this Section 11.16, including the actions described in Section 11.16(a) and Section 11.16(b)(i), so long as taking such action does not result in its percentage of Beneficial Ownership in the Company on an as-converted basis exceeding the Uber Initial Position. The Company shall give Uber CV written notice of its percentage of Beneficial Ownership in the Company on an as-converted basis promptly following any material change in the Company’s outstanding Equity Securities or upon reasonable request by Uber CV from time to time, and Uber CV shall not be deemed to be in breach of this Section 11.16 to the extent it has relied in good faith on such notices.
(c) Notwithstanding anything to the contrary herein, (i) the Company may not, without the prior written consent of Alibaba, grant Tencent any consent or waiver in respect of any of the matters set forth in Section 11.16(a) or request Tencent to submit a proposal in respect of any of the matters set forth in Section 11.16(a)(1) or Section 11.16(a)(2); and (ii) the Company may not, without the prior written consent of Tencent, grant Alibaba, Ant Financial or SoftBank any consent or waiver in respect of any of the matters set forth in Section 11.16(a) or request Alibaba, Ant Financial or SoftBank to submit a proposal in respect of any of the matters set forth in Section 11.16(a)(1) or Section 11.16(a)(2).

(d) For purposes of this Agreement, a Person shall be deemed to have “Beneficial Ownership” of any securities in respect of which such Person or any such Person’s Affiliates is considered to be a “Beneficial Owner” under Rule 13d-3 under the Exchange Act as in effect on the date hereof.

11.17 Compliance with Tax Laws.

Compliance with Tax Laws in Relation to Kuaidi Merger

(a) Each Shareholder agrees that it will use commercially reasonable efforts to take necessary actions to comply with applicable PRC tax Laws in relation to the Kuaidi Merger. For purposes of this Section 11.17A, a “Shareholder”, an “Investor”, the “Shareholders” or the “Investors” shall not include any holder of Series A-16 Preferred Shares, Series A-17 Preferred Shares, Series A-18 Preferred Shares, Series B-1 Preferred Shares or Series B-2 Preferred Shares. If any Shareholder (in its sole and absolute discretion) elects to authorize the Company to appoint an experienced tax advisor on behalf of the Shareholder to assist it in determining whether any filing procedure required by applicable PRC tax Laws for indirect share transfers applies to the Kuaidi Merger, and to assist with such filing (if applicable), such Shareholder shall deliver written notice to the Company of such election within fifteen (15) calendar days after the Kuaidi Merger Effective Date. The Shareholders that elect to authorize the Company to appoint a tax advisor on their behalf (the “Filing Shareholders”) shall, within one (1) week after serving the notice to the Company, provide a duly executed power of attorney (the “Power of Attorney”) to the Company in form and substance acceptable to the Company.
The Company agrees to engage one of the “Big 4” accounting firms (namely, Deloitte Touche Tohmatsu, Ernst & Young, KPMG or PricewaterhouseCoopers and/or their respective PRC domestic affiliates) (the “Filing Agent”) to, and shall procure the Filing Agent to, (i) prepare, or cause to be prepared, a set of documents required to be submitted by the Filing Shareholders to the relevant PRC tax authority (the “Filing Documents”), and (ii) submit the Filing Documents on behalf of the Filing Shareholders collectively to the appropriate PRC tax authority at the same time. Each Filing Shareholder shall use its reasonable best efforts to timely, in any event within thirty (30) calendar days after the Kuaidi Merger Effective Date, provide to the Company and the Filing Agent the information and documents reasonably requested by the Company and the Filing Agent, and such information and documents provided by the Filing Shareholders shall be true, complete and accurate in all material respects. Before the submission of any Filing Documents on behalf of a Filing Shareholder to a PRC tax authority, the Company shall, and shall procure that the Filing Agent shall, (i) confer with such Filing Shareholder in good faith regarding the timing and venue of its proposed filing, (ii) provide a copy of its proposed Filing Documents to such Filing Shareholder and consider any reasonable comments raised by such Filing Shareholder, and (iii) obtain the written consent of such Filing Shareholder before submitting any Filing Documents on behalf of such Filing Shareholder (provided that, if the Filing Shareholder unreasonably withholds or delays such written consent (or subsequently elects to become an Independent Filing Shareholder), the Filing Shareholder shall then not be entitled to borrow any Tax Loans (as defined below) pursuant to Section 11.17(g)). The Filing Agent shall provide to each Shareholder written evidence of submitting the Filing Documents on behalf of the Filing Shareholders to the appropriate PRC tax authority within ten (10) calendar days of such submission.

In the event that a Shareholder (other than a Filing Shareholder) desires to make a capital gain tax filing in China relating to the Kuaidi Merger (such Shareholder, an “Independent Filing Shareholder”), such Independent Filing Shareholder shall use its commercially reasonable efforts to, before submitting Filing Documents to a PRC tax authority, (i) confer with the Company and the Filing Agent in good faith regarding the timing and venue of its proposed filing, (ii) provide a copy of its proposed Filing Documents to the Company and the Filing Agent and consider any reasonable comments raised by the Company and the Filing Agent, and (iii) coordinate with the Company and the Filing Agent so that the filings by the Independent Filing Shareholder and the Filing Shareholders will be made within a similar timeframe with the applicable PRC tax authority; provided that (A) no Independent Filing Shareholder shall be required, and the Company shall not be permitted to, provide to the Filing Agent a copy of such Independent Filing Shareholder’s Filing Documents or other information or documents provided to the Company in connection therewith without such Independent Filing Shareholder’s prior written consent (and, if required by such Independent Filing Shareholder, the execution of a mutually acceptable confidentiality agreement by the Filing Agent) and (B) nothing herein shall require, or be deemed to require, any Independent Filing Shareholder to file in any particular venue or at any particular time or to accept any comments on such Independent Filing Shareholder’s Filing Documents. The Company shall, if disclosure to the Filing Agent is consented to in writing by an Independent Filing Shareholder, shall procure that the Filing Agent agrees to, keep the Filing Documents provided by such Independent Filing Shareholder in confidence and shall not disclose any confidential information set forth in or provided in connection with the Filing Documents without the prior written consent of such Independent Filing Shareholder. An Independent Filing Shareholder may redact any confidential information from the Filing Documents to be provided to the Company and, if disclosure to the Filing Agent is consented to in writing by an Independent Filing Shareholder, the Filing Agent, in which event such Independent Filing Shareholder shall provide a fair description of the nature of such redacted confidential information.

Upon the request of any Independent Filing Shareholder, the Company shall, and shall cause the Filing Agent to, at the Company’s cost, (i) coordinate with such Independent Filing Shareholder regarding the proposed submission of the Filing Documents on behalf of the Filing Shareholders and (ii) share resources, information and documents reviewed, prepared, analyzed or utilized in connection with the proposed submission of the Filing Documents on behalf of the Filing Shareholders; provided that (A) neither the Company nor the Filing Agent shall be required to provide to such Independent Filing Shareholder a copy of any Filing Shareholder’s Filing Documents or other information or documents provided to the Company or the Filing Agent in connection therewith without such Filing Shareholder’s prior written consent (and, if required by such Filing Shareholder, the execution of a mutually acceptable confidentiality agreement by such Independent Filing Shareholder) and (B) nothing herein shall require, or be deemed to require, the Company or the Filing Agent to file in any particular venue or at any particular time or to accept any comments made by such Independent Filing Shareholder with respect to the proposed submission of the Filing Documents on behalf of the Filing Shareholders.
(e) The Company shall use reasonable efforts to cause the Filing Agent to, as soon as practicable and in any event within three months after the Company receives the Power of Attorneys from all the Filing Shareholders, submit the Filing Documents to the appropriate PRC tax authority and shall, promptly after completion of the filing, deliver to each of the Filing Shareholders a copy of its Filing Documents (but shall not disclose the Filing Documents of any Filing Shareholder to any other Filing Shareholder without the disclosing Filing Shareholder’s prior written consent).

(f) The Company hereby agrees and acknowledges the mutual intent and agreement of the Company and the Shareholders, and the reliance of the Shareholders in approving and entering into the Kuaidi Merger on the premise that, the Kuaidi Merger will result in the same capital gain tax treatment for or with respect to (i) the Preferred Shares received by the Didi Investors in the Kuaidi Merger and the legal and/or Beneficial Owners thereof, and the preferred shares of the Company held by the Didi Investors immediately prior to the Kuaidi Merger Effective Date and the legal and/or Beneficial Owners thereof (the “Didi Share Group”), on the one hand, and (ii) the Shares received by the Kuaidi Investors in the Kuaidi Merger and the legal and/or Beneficial Owners thereof, and the shares of Kuai di held by the Kuaidi Investors immediately prior to the Kuaidi Merger Effective Date and the legal and/or Beneficial Owners thereof (the “Kuaidi Share Group”), and in furtherance of the foregoing principle, the Company shall indemnify the Didi Investors or the Kuaidi Investors, as applicable, to the extent that either the Didi Share Group or the Kuaidi Share Group, as applicable, incurs or suffers a disproportionate and adverse capital gain tax treatment as a result of the Kuaidi Merger; provided that the Company’s aggregate payment obligation to the Investors pursuant to the foregoing clause shall not exceed US$50 million. The Company hereby agrees that it shall take any and all actions necessary to ensure that the Kuaidi Merger will not result in any disproportionate and adverse capital gain tax treatment for the Didi Share Group or Kuaidi Share Group, each as a group, including vigorously defending against and/or appealing any determination, ruling or assessment by any PRC tax authority that would reasonably be expected to result in a disproportionate and adverse capital gain tax treatment for or with respect to the Didi Share Group or the Kuaidi Share Group, as applicable, as a result of the Kuaidi Merger. In addition, the Company shall not, and shall ensure that the Filing Agent shall not, on behalf of the Company, any Filing Shareholder or any other Shareholder, (A) take any position with any PRC tax authority (whether as part of any Filing Documents, pursuant to separate communications with any PRC tax authority or in connection with any tax proceeding or tax claim involving any PRC tax authority), or (B) take any other action, including any restructuring, transfer or other actions on behalf of or involving any Group Company following the Kuaidi Merger Effective Date, in any case with respect to the foregoing clauses (A) and (B), that would be inconsistent with, or would reasonably be expected to prejudice, the equal capital gain tax treatment of the Didi Share Group and the Kuaidi Share Group as a result of the Kuaidi Merger, or would reasonably be expected to result in a disproportionate and adverse capital gain tax treatment for or with respect to the Didi Share Group or the Kuaidi Share Group, as applicable, as a result of the Kuaidi Merger.
In the event that one or more of the Filing Shareholders are required by the relevant PRC tax authority to pay capital gain tax as a result of the Kuaidi Merger (the “Transaction Tax”), within thirty (30) days following the request of any such Filing Shareholders, the Company shall set up an interest-free loan program (the “Tax Loan Program”) pursuant to which the Company will extend unsecured, 4-year term, interest-free loans (the “Tax Loans”) to any Filing Shareholders who are required by the relevant PRC tax authority to pay the Transaction Tax. Each Tax Loan made to any Filing Shareholder shall be in an aggregate principal amount equal to the amount of Transaction Tax payable by such Filing Shareholder (evidenced by an assessment notice or payment notice issued by the relevant PRC tax authority), subject to a maximum aggregate principal amount of all such Tax Loans of US$75 million (the “Aggregate Principal Amount”). Each Filing Shareholder shall submit an application for the Tax Loans in form and substance reasonably acceptable to the Company, setting out (i) the amount of Tax Loan it intends to borrow, and (ii) its commitment to repay the Tax Loan pursuant to Section 11.17(i) below. If permitted by the relevant PRC tax authority, the Company shall disburse the Tax Loan, and the Filing Shareholder agrees that the Tax Loan shall be disbursed by the Company, directly to a bank account designated by the relevant PRC tax authority on or prior to the due date for payment of the Transaction Tax (it being agreed that the Tax Loans shall be deemed to have been disbursed to the Filing Shareholder once the Tax Loan is disbursed by the Company to such bank account). If such direct payment is not permitted by the relevant PRC tax authority, the Company shall disburse, at least five (5) Business Days prior to the due date for payment of the Transaction Tax, the Tax Loan directly to a bank account of the Filing Shareholder designated in a written notice provided by such Filing Shareholder to the Company, and upon receipt of such Tax Loan, such Filing Shareholder shall (A) utilize the proceeds of such Tax Loan to pay the Transaction Tax to the relevant PRC tax authority on or prior to the due date for payment of the Transaction Tax and (B) provide evidence of such payment to the Company. The Company agrees that the date on which any Tax Loan is disbursed is the “Disbursement Date” for such Tax Loan.

In the event that it is determined that the Aggregate Principal Amount is insufficient to settle the aggregate amount of all Transaction Tax payable by all of the Filing Shareholders required to pay such Transaction Tax, following such determination date, the Company shall not be required to extend a Tax Loan to any Filing Shareholder under the Tax Loan Program in a principal amount which exceeds the product of (i) the Aggregate Principal Amount and (ii) a fraction, the numerator of which is the amount of Transaction Tax payable by such Filing Shareholder and the denominator of which is the aggregate amount of Transaction Tax payable by all the Filing Shareholders.

Each of the Filing Shareholders agrees that it shall immediately repay or cause to be repaid its Tax Loan upon the occurrence of the earlier of (i) three (3) months after the date on which any lock-up restriction applicable to such Filing Shareholder in connection with a Qualified IPO expires, or in the absence of such lock-up restriction, nine (9) months after the date of completion of a Qualified IPO, (ii) a Disposal, (iii) the fourth anniversary of the Disbursement Date of its Tax Loan, (iv) liquidation, winding-up or bankruptcy of the Filing Shareholder, and (v) a Change of Control Event of the Filing Shareholder. For the purposes of this Section 11.17, a “Disposal” means a direct or indirect sale, assignment, transfer, pledge, hypothecation, encumbrance or disposal of all or any part of the Equity Interests held by the Filing Shareholders in the Company as at the Kuaidi Merger Effective Date, provided that the cash proceeds derived from such Disposal exceeds the principal amount of the Tax Loan. For the purposes of this Section 11.17, a “Change of Control Event” means (i) any consolidation, amalgamation, scheme of arrangement or merger of the Filing Shareholder as a result of which the Beneficial Owners of the Filing Shareholder immediately prior to such event ceasing to own less than fifty percent (50%) of the voting power of the Filing Shareholder or (ii) a sale, transfer, lease or other disposition of all or substantially all of the assets of the Filing Shareholder.
Section 11.17 shall survive termination of this Agreement until the (a) the date on which all the Tax Loans have been repaid in full by the Filing Shareholders pursuant to Section 11.17(i) and (b) solely with respect to Section 11.17(f), if later, the expiration of the applicable statute of limitations with respect to the potential imposition of any Transaction Tax on the Didi Share Group or the Kuaidi Share Group, as applicable.

11.18 Transfers or Issuances to Alibaba Competitors.

(a) Notwithstanding any other provision of this Agreement or any other Transaction Document, and subject to any transfer restrictions contained in any Transaction Document, but prior to compliance with any shareholder’s right of first refusal and co-sale obligations or any other similar obligations under the Right of First Refusal and Co-Sale Agreement or otherwise, if any Shareholder (other than Alibaba) proposes to Transfer any Equity Securities of the Company or any interest therein to JD.Com or UnionPay, or any such entity’s Subsidiaries and/or Affiliates, and/or any survivors or successors of any such entity (each, an “Alibaba Specific Competitor,” and together, the “Alibaba Specific Competitors”), then Alibaba shall have the right to purchase up to the entire amount of such Equity Securities from any such Shareholder. Any such Shareholder shall give Alibaba and the Company a written notice (the “Alibaba Notice of Intent”) of such bona fide intention to make the Transfer to an Alibaba Specific Competitor, which shall include (a) a description of the Equity Securities to be transferred, (b) the identity and address of the prospective transferee, and (c) the consideration and other material terms and conditions upon which the proposed Transfer is to be made (all of which terms and conditions shall be bona fide and shall have been negotiated in good faith). The notice to Alibaba shall also include a copy of any written proposal, term sheet or letter of intent or other agreement relating to the proposed Transfer. Alibaba shall have an option for a period of twenty (20) Business Days following receipt of such notice to elect to purchase all or any portion of the transferred Equity Securities at the same price and subject to materially the same terms and conditions as described in such notice by notifying such Shareholder in writing before the expiration of such twenty (20)-Business Day period, and such purchase by Alibaba shall be completed with twenty-five (25) Business Days after the expiration of such 20-Business Day period.

(b) If Alibaba does not elect to, or fails to, purchase all of the Equity Securities being transferred or issued, as the case may be, in accordance with Section 11.18(a), then, subject to the other rights of the Shareholders pursuant to the Transaction Documents, the Shareholder shall have a period of forty-five (45) Business Days from the end of the expiration of such 20-Business Day notice period in which the Shareholder may transfer Equity Securities to an Alibaba Specific Competitor identified in the notice upon terms and conditions (including the purchase price) no more favorable to the purchaser than those specified in the notice, so long as any such sale or issuance is effected in accordance with all applicable Laws. In the event the Shareholder does not consummate the transaction contemplated by the notice to Alibaba to the third party purchaser identified in such notice within such forty-five (45) Business Day period, or such proposed transaction is on different terms and conditions from those identified in such notice, the rights of Alibaba under this Section 11.18 shall be re-invoked and shall be applicable to each subsequent disposition of such Equity Securities by any Shareholder until such rights lapse in accordance with the terms of this Agreement.

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(c) No Group Company shall take, permit to occur, approve, authorize, or agree or commit to do, and each Party shall procure each Group Company not to, and the Shareholders shall procure the Company not to, take, permit to occur, approve, authorize, or agree or commit to the issuance of any Equity Securities of the Company or any other Group Company to any Alibaba Specific Competitor unless and until approved in writing by Alibaba.

(d) This Section 11.18 shall automatically terminate and be of no further effect once Alibaba ceases to be a Shareholder of the Company.

11.19 Transfers or Issuances to Tencent Competitors.

(a) Notwithstanding any other provision of this Agreement or any other Transaction Document, and subject to any transfer restrictions contained in any Transaction Document, but prior to compliance with any shareholder’s right of first refusal and co-sale obligations or any other similar obligations, if any Shareholder (other than Tencent) proposes to Transfer any Equity Securities of the Company or any interest therein to Qihoo 360 or any such entity’s Subsidiaries and/or Affiliates, and/or any survivors or successors of any such entity (each, a “Tencent Specific Competitor,” and together, the “Tencent Specific Competitors”), then Tencent shall have the right to purchase up to the entire amount of such Equity Securities from any such Shareholder. Any such Shareholder shall give Tencent and the Company a written notice (the “Tencent Notice of Intent”) of such bona fide intention to make the Transfer to a Tencent Specific Competitor, which shall include (a) a description of the Equity Securities to be transferred, (b) the identity and address of the prospective transferee, and (c) the consideration and other material terms and conditions upon which the proposed Transfer is to be made (all of which terms and conditions shall be bona fide and shall have been negotiated in good faith). The notice to Tencent shall also include a copy of any written proposal, term sheet or letter of intent or other agreement relating to the proposed Transfer. Tencent shall have an option for a period of twenty (20) Business Days following receipt of such notice to elect to purchase all or any portion of the transferred Equity Securities at the same price and subject to materially the same terms and conditions as described in such notice by notifying such Shareholder in writing before the expiration of such twenty (20)-Business Day period, and such purchase by Tencent shall be completed within twenty-five (25) Business Days after the expiration of such twenty (20)-Business Day period.

(b) If Tencent does not elect to, or fails to, purchase all of the Equity Securities being transferred or issued, as the case may be, in accordance with Section 11.19(a), then, subject to the other rights of the Shareholders pursuant to the Transaction Documents, the Shareholder shall have a period of forty-five (45) Business Days from the end of the expiration of such twenty (20)-Business Day notice period in which the Shareholder may Transfer Equity Securities to a Tencent Specific Competitor identified in the notice upon terms and conditions (including the purchase price) no more favorable to the purchaser than those specified in the notice, so long as any such sale or issuance is effected in accordance with all applicable Laws. In the event the Shareholder does not consummate the transaction contemplated by the notice to Tencent to the third party purchaser identified in such notice within such forty-five (45) Business Day period, or such proposed transaction is on different terms and conditions from those identified in such notice, the rights of Tencent under this Section 11.19 shall be re-invoked and shall be applicable to each subsequent disposition of such Equity Securities by any Shareholder until such rights lapse in accordance with the terms of this Agreement.
(d) This Section 11.19 shall automatically terminate and be of no further effect once Tencent ceases to be a Shareholder of the Company.

11.20 Equal Treatment Protection of Series B-1 Preferred Shares. Notwithstanding anything to the contrary herein, the Company shall not take or permit to be taken any action (including any action by any other Group Company) (i) to make any amendment to, or waiver of observance of, any provision in this Agreement, which amendment or waiver would disproportionately and adversely affect the rights, preferences or privileges of holders of Series B-1 Preferred Shares relative to holders of other Preferred Shares, and (ii) in respect of any Deemed Liquidation Event, any other Trade Sale (as defined in the Memorandum and Articles) or any other extraordinary corporate transactions involving the Group Companies (other than those where the share capital structure of the Company remains the same as immediately prior to such extraordinary corporate transaction), in each case unless holders of Series B-1 Preferred Shares shall receive the same treatment as holders of Series A-18 Preferred Shares as if each Series B-1 Preferred Share shall have been converted into three (3) Series A-18 Preferred Shares (as such ratio may be equitably adjusted to account for any redemption, recapitalization, split or combination, conversion, exchange or readjustment or equity dividend of each such series of Preferred Shares after the date hereof) (save for any distributions made in accordance with Article 8.2(A) of the Memorandum and Articles).

12. Miscellaneous.

12.1 Effectiveness; Termination. This Agreement shall be effective upon the execution hereof by each of the Parties hereto (or, if not all Parties hereto have executed this Agreement, those who have done so shall (i) be bound by this Agreement and (ii) (to the extent that they do so) collectively constitute all parties necessary to duly and validly amend and restate the Prior Agreement in its entirety in accordance with the terms therein to the form of this Agreement). Any Person acquiring Preferred Shares in accordance with (and without breach or violation of) the Transaction Documents may, by way of executing and delivering a deed of adherence in the form attached hereto as Exhibit B, and thereby, without any further action by any Investor, become a party to and be deemed as an “Investor”, a “Holder”, a “Preemptive Rights Holder”, a “Shareholder” and a “Party” under this Agreement. This Agreement shall terminate (i) with respect to all Parties, upon mutual consent of the Parties or (ii) with respect to any Shareholder, upon the time it no longer holds any Shares. The provisions of Sections 7, 8, 9, 10, and 11 (except for Section 11.13 and Section 11.16) shall terminate on the consummation of the Qualified IPO. If this Agreement (or parts hereof) terminates, the Parties shall be released from their obligations under this Agreement (or parts hereof), except in respect of any obligation stated, explicitly or otherwise, to continue to exist after the termination of this Agreement (or parts hereof) (including without limitation those under Sections 2 through 6 and Section 12). If any Party breaches this Agreement before the termination of this Agreement, it shall not be released from its obligations arising from such breach or termination.

12.2 Further Assurances. Upon the terms and subject to the conditions herein, each of the Parties agrees to use its commercially reasonable efforts to take or cause to be taken any action, to do or cause to be done, to execute such further instruments, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable under applicable Laws or otherwise to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement and the other Transaction Documents. Each Didi Principal irrevocably agrees to cause his holding company to perform and comply with all of its respective covenants and obligations under this Agreement and the other Transaction Documents.

12.3 Assignments and Transfers; No Third Party Beneficiaries. Except as otherwise provided herein, this Agreement and the rights and obligations of the Parties hereunder shall inure to the benefit of, and be binding upon, their respective successors, assigns and legal representatives, but shall not otherwise be for the benefit of any third party. The rights of any Investor hereunder (including, without limitation, registration rights) are assignable (together with the related obligations) in connection with the transfer of Equity Securities of the Company held by such Investor but only to the extent of such transfer. Without prejudicing the immediately preceding sentence, this Agreement and the rights and obligations of each other Party hereunder shall not be assigned without the prior written consent of the other Parties except as expressly provided herein; provided that any of the Investors may assign its rights or obligations hereunder to its respective Affiliates (or, in the case of Alibaba or Ant Financial, to Ant Financial (in the case of Alibaba) or to Alibaba (in the case of Ant Financial)) without the prior written consent of the other Parties. As a condition of such assignment, each successor or assignee shall agree in writing to be subject to each of the terms of this Agreement by execution of a deed of adherence in the form attached hereto as Exhibit B and shall be deemed to be a party hereto as if the signature of such successor or assignee appeared on the signature pages of this Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any Party other than the Parties or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

12.4 Governing Law. This Agreement shall be governed by and construed under the Laws of Hong Kong, without regard to principles of conflict of laws thereunder.

12.5 Dispute Resolution.

(a) Any dispute, controversy or claim (each, a “Dispute”) arising out of or relating to this Agreement, or the interpretation, breach, termination, validity or invalidity thereof, shall be referred to arbitration upon the demand of either party to the dispute with notice (the “Arbitration Notice”) to the other.

(b) The Dispute shall be settled by arbitration in Hong Kong by the Hong Kong International Arbitration Centre (the “HKIAC”) in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules (the “HKIAC Rules”) in force when the Arbitration Notice is submitted in accordance with the HKIAC Rules. There shall be one (1) arbitrator. The HKIAC Council shall select the arbitrator, who shall be qualified to practice law in Hong Kong.

(c) The arbitral proceedings shall be conducted in English. To the extent that the HKIAC Rules are in conflict with the provisions of this Section, including the provisions concerning the appointment of the arbitrators, the provisions of this Section shall prevail.
(d) Each party to the arbitration shall cooperate with each other party to the arbitration in making full disclosure of and providing complete access to all information and documents requested by such other party in connection with such arbitral proceedings, subject only to any confidentiality obligations binding on such party.

(e) The award of the arbitral tribunal shall be final and binding upon the parties thereto, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

(f) The arbitral tribunal shall decide any Dispute submitted by the parties to the arbitration strictly in accordance with the substantive Laws of Hong Kong, without regard to principles of conflict of laws thereunder, and shall not apply any other substantive Law.

(g) Any party to the Dispute shall be entitled to seek preliminary injunctive relief, if possible, from any court of competent jurisdiction pending the constitution of the arbitral tribunal.

(h) During the course of the arbitral tribunal’s adjudication of the Dispute, this Agreement shall continue to be performed except with respect to the part in dispute and under adjudication.

12.6 Notices. Any notice required or permitted pursuant to this Agreement shall be given in writing and shall be given either personally or by sending it by next-day or second-day courier service, fax, electronic mail or similar means to the address of the relevant Party as shown on Schedule C (or at such other address as such Party may designate by fifteen (15) days’ advance written notice to the other Parties to this Agreement given in accordance with this Section). Where a notice is sent by next-day or second-day courier service, service of the notice shall be deemed to be effected by properly addressing, pre-paying and sending by next-day or second-day service through an internationally-recognized courier a letter containing the notice, with a written confirmation of delivery, and to have been effected at the earlier of (i) delivery (or when delivery is refused) and (ii) expiration of two (2) Business Days after the letter containing the same is sent as aforesaid. Where a notice is sent by fax or electronic mail, service of the notice shall be deemed to be effected by properly addressing, and sending such notice through a transmitting organization, with a written confirmation of delivery, and to have been effected on the day the same is sent as aforesaid, if such day is a Business Day and if sent during normal business hours of the recipient, otherwise the next Business Day. Notwithstanding the foregoing, to the extent a “with a copy to” address is designated, notice must also be given to such address in the manner above for such notice, request, consent or other communication hereunder to be effective.

12.7 Rights Cumulative; Specific Performance. Except as otherwise specified in the other Transaction Documents, each and all of the various rights, powers and remedies of a party hereto will be considered to be cumulative with and in addition to any other rights, powers and remedies which such Party may have at Law or in equity in the event of the breach of any of the terms of this Agreement. The exercise or partial exercise of any right, power or remedy will neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to such Party. Without limiting the foregoing, the Parties acknowledge and agree irreparable harm may occur for which money damages would not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement.
12.8 Successor Indemnification. If the Company or any of its successors or assignees consolidates with or merges into any other Person and is not the
continuing or surviving corporation or entity of such consolidation or merger, then to the extent necessary, proper provision shall be made so that the successors
and assignees of the Company assume the obligations of the Company with respect to indemnification of members of the Board of Directors as in effect
immediately before such transaction, whether such obligations are contained in the Memorandum and Articles, or elsewhere, as the case may be.

12.9 Severability. In case any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the
remaining provisions shall not in any way be affected or impaired thereby. If, however, any provision of this Agreement shall be invalid, illegal, or unenforceable
under any such applicable Law in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such Law, or, if
for any reason it is not deemed so modified, it shall be invalid, illegal, or unenforceable only to the extent of such invalidity, illegality, or limitation on
enforceability without affecting the remaining provisions of this Agreement, or the validity, legality, or enforceability of such provision in any other jurisdiction.

12.10 Amendments and Waivers. Any provision in this Agreement may be amended and the observance thereof may be waived (either generally or in a
particular instance and either retroactively or prospectively), only by the written consent of each of (i) the Majority Preferred Holders, (ii) each of the Strategic
Investors, (iii) the holders of a majority of the voting power of the Ordinary Shares (which excludes any Ordinary Shares converted from the Preferred Shares, and
which must include the Didi Principal Holding Company) who are or whose Beneficial Owners are members of senior management of the Group Company, and
(iv) the Company, provided, however, if (x) any amendment to this Agreement or waiver will not disproportionately and adversely affect the rights of any Investor
whose written consent to the amendment or waiver is not obtained and (y) such amendment has been duly approved by the Shareholders or and the Board in
accordance with Sections 10.1 or and 10.2, then such amendment to this Agreement or waiver shall only require the written consent of (A) the Majority Preferred
Holders, (B) the holders of the majority of the Ordinary Shares (excluding any Ordinary Shares converted from the Preferred Shares), and (C) the Company. For
the avoidance of doubt, nothing in the foregoing sentence shall prejudice the requirements under Section 10.1. Notwithstanding the foregoing, for so long as Apple
owns at least 10,000,000 Ordinary Shares (on a fully diluted basis, including Preferred Shares on an as-converted basis, assuming full conversion and exercise of
all outstanding options and other outstanding convertible and exercisable securities and as adjusted in connection with share splits or share consolidation,
reclassification or other similar event), the prior written consent of Apple shall be required with respect to (i) any amendment to the rights, preferences or privileges
of any holder of Series A-18 Preferred Shares in this Agreement, or (ii) any amendment to, or waiver of observance of, any provision in this Agreement that would
disproportionately and adversely affect the rights, preferences or privileges of Apple in this Agreement. Any amendment or waiver effected in accordance with this
Section shall be binding upon all the Parties. Notwithstanding the foregoing, the observance of any provision of this Agreement may be waived (either generally or
in a particular instance and either retroactively or prospectively) by an instrument in writing signed by such Party without obtaining the consent of any other Party.
12.11 No Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof will not be deemed a waiver of such term, covenant, or condition, nor will any waiver or relinquishment of, or failure to insist upon strict compliance with, any right, power or remedy hereunder at any one or more times be deemed a waiver or relinquishment of such right, power or remedy at any other time or times.

12.12 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a 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 Party of any breach or default under this Agreement, or any waiver on the part of any Party 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.

12.13 No Presumption. The Parties acknowledge that any applicable Law that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. If any claim is made by a Party relating to any conflict, omission or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of any Party or its counsel.

12.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

12.15 Entire Agreement. This Agreement (including the Schedules and Exhibits hereto), the other Transaction Documents, constitute the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties is expressly canceled and the Prior Agreement shall be terminated and superseded by this Agreement in its entirety.

12.16 Control. In the event of any conflict or inconsistency between any of the terms of this Agreement and any of the terms of any of the Charter Documents for any of the Group Companies, or in the event of any dispute related to any such Charter Document, the terms of this Agreement shall prevail in all respects, the Parties shall give full effect to and act in accordance with the provisions of this Agreement over the provisions of the Charter Documents, and the Parties shall exercise all voting and other rights and powers (including to procure any required alteration to such Charter Documents to resolve such conflict or inconsistency) to make the provisions of this Agreement effective, and not to take any actions that impair any provisions in this Agreement.

12.17 Adjustments for Share Splits, Etc. Wherever in this Agreement there is a reference to a specific number of Shares, then, upon the occurrence of any subdivision, combination or share dividend of the relevant class or series of the Shares, the specific number of shares so referenced in this Agreement shall automatically be proportionally adjusted, as appropriate, to reflect the effect on the outstanding shares of such class or series of Shares by such subdivision, combination or share dividend.
12.18 GSR Seal. Notwithstanding any of the provisions in this Agreement, when GSR Ventures IV, L.P. and GSR Principals Fund IV, L.P. ’s signatures are required, this Agreement shall not be effective with respect to GSR Ventures IV, L.P. and GSR Principals Fund IV, L.P. until the signature page(s) of GSR Ventures IV, L.P. and GSR Principals Fund IV, L.P. are accompanied by a seal or chop of such fund or its general partner.

12.19 No Use of Name.

(a) Without the prior written consent of an Investor, and whether or not it or any Affiliate thereof is then a shareholder of the Company, no party hereto shall (or shall permit any Affiliate thereof to) use, publish or reproduce the name or logo of such Investor or any similar name, trademark or logo in any manner, context or format (including references on or links to websites, in press releases, or in other public announcements) and such obligation under this Section 12.19 shall survive any termination or expiration of this Agreement.

(b) Without the prior written consent of Alibaba or Ant Financial, as applicable, none of the Group Companies and the parties hereto (other than Alibaba and Ant Financial, as applicable) shall, and each foregoing Person shall cause its Affiliates not to, (i) use in advertising, publicity, announcements, or otherwise, the name of Alibaba, Ant Financial or any of their respective Affiliates, either alone or in combination of, including “阿里巴巴” (Chinese equivalent for “Alibaba”), “淘宝” (Chinese equivalent for “Taobao”), “阿里” (Chinese equivalent for “Ali”), “全球速卖通” (Chinese brand for “AliExpress”), “淘” (Chinese equivalent for “Tao”), “天猫” (Chinese equivalent for “Tmall”), “一淘” (Chinese equivalent for “eTao”), “聚划算” (Chinese equivalent for “Juhuasuan”), “阿里旅行” (Chinese equivalent for “Alitrip”), “阿里妈妈” (Chinese equivalent for “Alimama”), “阿里云” (Chinese equivalent for “Alibaba Cloud”), “万网” (Chinese brand for “HiChina”), “口碑” (Chinese equivalent for “Koubei”), “虾米” (Chinese equivalent for “Xiami”), “蚂蚁金服” (Chinese brand for “Ant Financial”), “蚂蚁” (Chinese equivalent for “Ant”), “支付宝” (Chinese brand for “Alipay”), “小微企业” (Chinese equivalent for “Xiao Wei Jin Fu”), “1688”, “点点虫” (Chinese equivalent for “DDCHONG”), “一达通” (Chinese brand for “OneTouch”), “友盟” (Chinese equivalent for “Umeng”), “天天动听” (Chinese equivalent for “TTPOD”), “优视” (Chinese equivalent for “UC/UCWeb”), “高德地图” (Chinese brand for “AMAP”), “钉钉” (Chinese brand for “DingTalk”), “余额宝” (Chinese equivalent for “Yu’e Bao”), “招财宝” (Chinese equivalent for “Zhaocaibao”), “芝麻信用” (Chinese equivalent for “Zhima Credit”), “网商银行” (Chinese brand for “MYbank”), “阿里通信” (Chinese equivalent for “AliTelecom”), “阿里巴巴”, “Taobao”, “Ali”, “AliExpress”, “Tao”, “Tmall”, “eTao”, “Juhuasuan”, “Alitrip”, “Alimama”, “Alibaba Cloud”, “YunOS”, “HiChina”, “Koubei”, “Xiami”, “Ant Financial”, “Ant”, “Alipay”, “Xiao Wei Jin Fu”, “DDCHONG”, “OneTouch”, “Umeng”, “TTPOD”, “UCWeb”, “UC”, “AMAP”, “DingTalk”, “Yu’e Bao”, “Zhaocaibao”, “Zhima Credit”, “MYBank”, “AliTelecom”, the associated devices and logos of the above brands (including but not limited to the smiling face device of Alibaba Group, the cow device of Alibaba.com, the ant device of Taobao, the Tao doll device of Taobao, the cat device of Tmall, the Juxiaomeng device of Juhuasuan, the wing device and the Ding device of Dingtalk, the ant device of Ant Financial, the lion device and the Zhixiaobao device of Alipay, the ingot device of Zhaocaibao, the sesame device of Zhima Credit together with the Gaoxiao device and the paper aeroplane device of AutoNavil, 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 Alibaba, Ant Financial or any of their respective Affiliates, or (ii) represent, directly or indirectly, that any product or services provided by any Group Company has been approved or endorsed by Alibaba, Ant Financial or any of their respective Affiliates.
(c) Without the prior written consent of SoftBank, none of the Group Companies and the parties hereto (other than SoftBank) shall, and each foregoing Person shall cause any of its Affiliates not to, (i) use in advertising, publicity, announcements, or otherwise, the name of SoftBank or any Affiliates of SoftBank, either alone or in combination of, including “SoftBank” and “软银”, the associated devices and logos of the above brands, or any company name, trademark, service mark, domain name, device, design, symbol or any abbreviation, contraction or simulation thereof owned or used by SoftBank or any of its Affiliates, or (ii) represent, directly or indirectly, that any product or services provided by any Group Company has been approved or endorsed by SoftBank or any of its Affiliates.

(d) Without the prior written consent of Tencent, none of the Group Companies and the parties hereto (other than Tencent) shall, and each foregoing Person shall cause any of its Affiliates not to, (i) use in advertising, publicity, announcements, or otherwise, the name of Tencent or any Affiliates of Tencent, either alone or in combination of, including “Tencent” and “騰迅”, the associated devices and logos of the above brands, or any company 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, or (ii) represent, directly or indirectly, that any product or services provided by any Group Company has been approved or endorsed by Tencent or any of its Affiliates.

(e) Without the prior written consent of Temasek, none of the Group Companies and the parties hereto (other than Temasek) shall, and each foregoing Person shall cause any of its Affiliates not to, (i) use in advertising, publicity, announcements, or otherwise, the name of Temasek or any Affiliates of Temasek, either alone or in combination of, including “Temasek” and “淡马锡”, the associated devices and logos of the above brands, or any company name, trademark, service mark, domain name, device, design, symbol or any abbreviation, contraction or simulation thereof owned or used by Temasek or any of its Affiliates, or (ii) represent, directly or indirectly, that any product or services provided by any Group Company has been approved or endorsed by Temasek or any of its Affiliates.

(f) Without the prior written consent of Apple, none of the Group Companies and the parties hereto (other than Apple) shall, each foregoing Person shall cause any of its Affiliates not to, (i) use in advertising, publicity, announcements, or otherwise, the name of Apple or any of its Affiliates, either alone or in combination, or any other company name, trade name, trademark, service mark, domain name, device, design, symbol or logo owned or used by Apple or any of its Affiliates (including “Apple”, “iPhone”, “iPad”, “iPod”, “Apple Watch”, “Apple Pay”, “Siri”, “Mac”, “iTunes”, “Apple Music”, “iCloud”, “Beats”, “CarPlay” or the associated devices and logos of any of the foregoing) or any abbreviation, contraction or simulation thereof or any mark confusingly similar thereto, or (ii) represent, directly or indirectly, that any product or service provided by any Group Company has been approved or endorsed by Apple or any of its Affiliates.
Without the prior written consent of Uber CV, none of the Group Companies and the parties hereto (other than Uber CV) shall, and each foregoing Person shall cause any of its Affiliates not to, (i) use in advertising, publicity, announcements, or otherwise, the name of Uber CV or any of its Affiliates, either alone or in combination, or any other company name, trade name, trademark, service mark, domain name, device, design, symbol or logo owned or used by Uber CV or any of its Affiliates (including “Uber” or the associated devices and logos of any of the foregoing) or any abbreviation, contraction or simulation thereof or any mark confusingly similar thereto, or (ii) represent, directly or indirectly, that any product or service provided by any Group Company has been approved or endorsed by Uber CV or any of its Affiliates. Without the prior written consent of the Company, Uber CV shall not, and shall cause any of its Affiliates not to, (i) use in advertising, publicity, announcements, or otherwise, the name of the Company or any of its Affiliates, either alone or in combination, or any other company name, trade name, trademark, service mark, domain name, device, design, symbol or logo owned or used by the Company or any of its Affiliates (including “Didi” or the associated devices and logos of any of the foregoing) or any abbreviation, contraction or simulation thereof or any mark confusingly similar thereto, or (ii) represent, directly or indirectly, that any product or service provided by any Group Company has been approved or endorsed by the Company or any of its Affiliates. Notwithstanding the foregoing, this Section 12.19(g) (i) shall be subject to the terms of any other Transaction Document or any subsequent written agreement between the Company and Uber CV and/or UTI, as the case may be, with respect to the subject matter hereof and (ii) in particular, is not intended to supersede or in any way modify any other provisions of this Agreement or any other Transaction Document relating to the disclosure of confidential information or public announcements regarding any of the transactions contemplated by the Transaction Documents.

12.20 Use of English Language. This Agreement has been executed and delivered in the English language. Any translation of this Agreement into another language shall have no interpretive effect. All documents or notices to be delivered pursuant to or in connection with this Agreement shall be in the English language or, if any such document or notice is not in the English language, accompanied by an English translation thereof, and the English language version of any such document or notice shall control for purposes thereof.

12.21 Aggregation of Shares. All Shares held or acquired by Affiliates of an Investor, a Holder or a Shareholder shall be aggregated for purposes of determining the availability of any rights under this Agreement. Shares held or acquired by Alibaba or Ant Financial shall be aggregated for purposes of determining the availability of any rights of Alibaba or Ant Financial, as applicable, under this Agreement.

12.22 Termination of Prior Agreement. In consideration of the mutual covenants and promises contained herein, each of the Parties that are parties to the Prior Agreement confirms and acknowledges that the Prior Agreement shall hereby be terminated in its entirety with no further force and effect.

12.23 Uber’s Voting Agreements. Uber CV (i) shall have duly executed and delivered an irrevocable voting proxy as of the date hereof (the “Uber Voting Proxy”) and an irrevocable voting undertaking as of the date hereof (the “Uber Voting Undertaking”) with respect to the Shares specified therein and (ii) shall cause its Affiliates to enter into an irrevocable voting proxy and an irrevocable voting undertaking in the same form of the Uber Voting Proxy and the Uber Voting Undertaking with respect to any and all of such Shares subsequently acquired and beneficially owned by such Affiliate. Except as set forth in the Uber Voting Proxy and other irrevocable voting proxies entered into by the Affiliates of Uber and the Uber Voting Undertaking and other voting undertakings entered into by the Affiliates of Uber CV, Uber CV and its Affiliates shall have the right to exercise all votes in respect of the Shares held by them in accordance with Article 8.4(A)(c) of the Memorandum and Articles.

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

COMPANY:

Xiaoju KuaiZhi Inc.

By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

**DIDI GROUP COMPANIES:**

**Xiaoju Science and Technology (Hong Kong) Limited**

By: /s/ CHENG Wei  
Name: CHENG Wei  
Title: Authorized Signatory

**Beijing Didi Infinity Technology and Development Co., Ltd. (北京嘀嘀无限科技发展有限公司)**

By: /s/ CHENG Wei  
Name: CHENG Wei  
Title: Legal Representative

**Beijing Xiaoju Technology Co., Ltd. (北京小桔科技有限公司)**

By: /s/ CHENG Wei  
Name: CHENG Wei  
Title: Legal Representative

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

DIDI GROUP COMPANIES:

Cheering Venture Global Limited
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory

Didi Mobility Pte. Ltd.
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory

Majestic Talent Investments Limited
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory

Taipingyang Investment Co., Ltd.
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory

Didi (HK) Science and Technology Limited (滴滴(香港)科技有限公司)
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

DIDI GROUP COMPANIES:

Didi (China) Technology Co., Ltd. (滴滴（中国）科技有限公司)
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Legal Representative

Dirun (Tianjin) Technology Co., Ltd. (迪润（天津）科技有限公司)
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Legal Representative

Jiaxing Juzi Gongxiang Investment Partnership Enterprise (LP) (嘉兴桔子共享投资合伙企业（有限合伙）)
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory

Jiaxing PE Investment Partnership Enterprise (LP) (嘉兴枇易投资合伙企业（有限公司）)
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
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DIDI GROUP COMPANIES:

**Full Le Group Limited (富诺集团有限公司)**

By: /s/ CHENG Wei  
Name: CHENG Wei  
Title: Authorized Signatory

**K. FU Holdings Co., Limited (快富控股有限公司)**

By: /s/ CHENG Wei  
Name: CHENG Wei  
Title: Authorized Signatory

**Soda Technology Inc.**

By: /s/ CHENG Wei  
Name: CHENG Wei  
Title: Authorized Signatory

**Soda Technology (Hong Kong) Limited**

By: /s/ CHENG Wei  
Name: CHENG Wei  
Title: Authorized Signatory

**Didi Mobility Information Technology Pte. Ltd.**

By: /s/ CHENG Wei  
Name: CHENG Wei  
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

DIDI GROUP COMPANIES:

Mandarin Link Inc.
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory

Jurassic Future Inc.
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory

Jurassic Future (Hong Kong) Limited
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory

EasyCar Inc.
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory

EasyCar (HK) Limited
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

DIDI GROUP COMPANIES:

Roof Holdings Limited
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory

Roof Network (HK) Limited
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory

Hourglass Holdings Limited
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory

Hourglass Network (HK) Limited
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

**DIDI GROUP COMPANIES:**

**Tomorrow Land Holdings Limited**

By: /s/ CHENG Wei  
Name: CHENG Wei  
Title: Authorized Signatory

**Tomorrow Land Network (HK) Limited**

By: /s/ CHENG Wei  
Name: CHENG Wei  
Title: Authorized Signatory

**Uber (China), Ltd.**

By: /s/ CHENG Wei  
Name: CHENG Wei  
Title: Authorized Signatory

**Uber (Hong Kong), Limited**

By: /s/ CHENG Wei  
Name: CHENG Wei  
Title: Authorized Signatory

**Cliff Hill Limited**

By: /s/ CHENG Wei  
Name: CHENG Wei  
Title: Authorized Signatory

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

**DIDI GROUP COMPANIES:**

**Ditu (Beijing) Technology Co., Ltd. (滴图(北京)科技有限公司)**

By: /s/ ZHANG Bo  
Name: ZHANG Bo  
Title: Legal Representative

**Didi Research America, LLC**

By: /s/ ZHANG Bo  
Name: ZHANG Bo  
Title: Authorized Signatory

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**[Signature Page to Shareholders Agreement]**
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

DIDI GROUP COMPANIES:

Mandirin Investment L.P.

By: /s/ LIU Qing
Name: LIU Qing
Title: Authorized Signatory

Perferent Inc.

By: /s/ LIU Qing
Name: LIU Qing
Title: Authorized Signatory

Perferent (Hong Kong) Limited

By: /s/ LIU Qing
Name: LIU Qing
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

**DIDI GROUP COMPANIES:**

Shanghai Qiyang Information Technology Co., Ltd. (上海奇漾信息技术有限公司)

By: /s/ CHEN Ting
Name: CHEN Ting
Title: Legal Representative

Hangzhou Mengtan Ruipai Technology Co., Ltd. (杭州蒙坦瑞派科技有限公司)

By: /s/ CHEN Ting
Name: CHEN Ting
Title: Legal Representative

Hangzhou DiDi Automobile Services Co., Ltd. (杭州滴滴汽车服务有限公司)

By: /s/ CHEN Ting
Name: CHEN Ting
Title: Legal Representative

Shanghai Jusheng Technology Co., Ltd. (上海桔晟科技有限公司)

By: /s/ CHEN Ting
Name: CHEN Ting
Title: Legal Representative

*Signature Page to Shareholders Agreement*
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

DIDI GROUP COMPANIES:

Tianjin Jurui Technology Co., Ltd. (天津桔瑞科技有限公司)

By: /s/ CHEN Ting
Name: CHEN Ting
Title: Legal Representative

Shanghai Jujing Technology Co., Ltd. (上海桔景科技有限公司)

By: /s/ CHEN Ting
Name: CHEN Ting
Title: Legal Representative

Didi Commercial Service Co., Ltd. (滴滴商业服务有限公司)

By: /s/ CHEN Ting
Name: CHEN Ting
Title: Legal Representative

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

DIDI GROUP COMPANIES:

Beijing Tongda Infinity Technology Co., Ltd. (北京通达无限科技有限公司)

By: /s/ LI Jinfei
Name: LI Jinfei
Title: Legal Representative

Didi Traveling Technology Co., Ltd. (滴滴出行科技有限公司)

By: /s/ SUNSHU
Name: SUNSHU
Title: Legal Representative

Zhong An Fengshang (Beijing) Insurance Agency Co., Ltd. (中安风尚(北京)保险代理有限公司)

By: /s/ YU Haihe
Name: YU Haihe
Title: Legal Representative
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

DIDI GROUP COMPANIES:

Shanghai Shiyuan Technology Co., Ltd. (上海时园科技有限公司)

By: /s/ LIU Shaorong  
Name: LIU Shaorong  
Title: Legal Representative

Chengzi (Shanghai) Internet Technology Co., Ltd. (橙(上海)互联网科技有限公司)

By: /s/ LIU Shaorong  
Name: LIU Shaorong  
Title: Legal Representative

Jiaxing Chengzi Investment Management Co., Ltd. (嘉兴橙子投资管理有限公司)

By: /s/ QIU Feiqu  
Name: QIU Feiqu  
Title: Legal Representative

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

DIDI GROUP COMPANIES:

LUIBIMEX, S.A. DE C.V.

By:  /s/ ZHU Jingshi
Name: ZHU Jingshi
Title: Authorized Signatory

DiDi Technology Services Mexico, S.A. de C.V.

By:  /s/ ZHU Jingshi
Name: ZHU Jingshi
Title: Authorized Signatory

DiDi Mobility Mexico SA DE CV

By:  /s/ ZHU Jingshi
Name: ZHU Jingshi
Title: Authorized Signatory

DiDi Research Canada Ltd.

By:  /s/ GONG Fengmin
Name: GONG Fengmin
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

DIDI GROUP COMPANIES:

99 Taxis
By: /s/ QIU Guangyu  
Name: QIU Guangyu  
Title: Authorized Signatory

99 Tecnologia Ltda
By: /s/ QIU Guangyu  
Name: QIU Guangyu  
Title: Authorized Signatory

Asesorias CC SpA
By: /s/ QIU Guangyu  
Name: QIU Guangyu  
Title: Authorized Signatory

Rebuilding Technology Pte. Ltd.
By: /s/ QIU Guangyu  
Name: QIU Guangyu  
Title: Authorized Signatory

Qixin (Shanghai) Information Technology Co. Ltd. (奇心(上海)信息技术有限公司)
By: /s/ WANG Qingshan  
Name: WANG Qingshan  
Title: Legal Representative

Shanghai Dahuangfeng Network Information Technology Co. Ltd. (上海大黄蜂网络信息技术有限公司)
By: /s/ WANG Qingshan  
Name: WANG Qingshan  
Title: Legal Representative

Beijing Yunda Infinity Technology Co. Ltd. (北京运达无限科技有限公司)
By: /s/ ZHANG Rui  
Name: ZHANG Rui  
Title: Legal Representative

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

DIDI GROUP COMPANIES:

Chongqing West Coast Microfinance Co., Ltd. (重庆市西岸小额贷款有限公司)

By: /s/ GAO Xiang
Name: GAO Xiang
Title: Legal Representative

Hangzhou Xiaomuji Software Technology Co., Ltd. (杭州小木吉软件科技有限公司)

By: /s/ XU Zhuchun
Name: XU Zhuchun
Title: Legal Representative

Hangzhou Qingqi Technology Co., Ltd. (杭州青奇科技有限公司)

By: /s/ XU Zhuchun
Name: XU Zhuchun
Title: Legal Representative

Beijing 19 Pay Payment Technology Co., Ltd. (北京一九付支付科技有限公司)

By: /s/ YE Jun
Name: YE Jun
Title: Legal Representative

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

WARRANTORS:

Beijing Botong Changda Technology Co., Ltd. (北京博通畅达科技有限公司)

By: /s/ WANG Zhigang
Name: WANG Zhigang
Title: Legal Representative

Shenzhen Bei An Commercial Factoring Co., Ltd. (深圳北岸商业保理有限公司)

By: /s/ LI Pin
Name: LI Pin
Title: Legal Representative

Beijing Youshan Information Technology Co., Ltd. (北京悠膳信息技术有限公司)

By: /s/ LUO Wen
Name: LUO Wen
Title: Legal Representative

Shenzhen Xiao Ju Xiong Technology Co., Ltd. (深圳小桔熊科技有限公司)

By: /s/ CAI Xiaou
Name: CAI Xiaou
Title: Legal Representative

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

DIDI GROUP COMPANIES:

Zhongfu Finance Leasing (Shanghai) Co., Ltd. (众富融资租赁(上海)有限公司)

By: /s/ YANG Jun
Name: YANG Jun
Title: Legal Representative

Beijing HuiNeng Technology Co., Ltd. (北京惠能科技有限公司)

By: /s/ YANG Jun
Name: YANG Jun
Title: Legal Representative

Chesheng (Tianjin) Financial Leasing Co., Ltd. (车胜(天津)融资租赁有限责任公司)

By: /s/ YANG Jun
Name: YANG Jun
Title: Legal Representative

Beijing Chesheng Technology Co., Ltd. (北京车胜科技有限公司)

By: /s/ YANG Jun
Name: YANG Jun
Title: Legal Representative

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

DIDI GROUP COMPANIES:

Tianjin Shuxing Technology Co., Ltd. (天津舒行科技有限公司)

By: /s/ CHEN Xi  
Name: CHEN Xi  
Title: Legal Representative

Shanghai Hiservice Automobile Technical Service Co., Ltd. (上海嗨修汽车技术服务有限公司)

By: /s/ CHEN Xi  
Name: CHEN Xi  
Title: Legal Representative

Jiangsu Rundi Investment Co., Ltd. (江苏润滴投资有限公司)

By: /s/ CHEN Xi  
Name: CHEN Xi  
Title: Legal Representative

Beijing Xiaoju Smart Car Technology Co., Ltd. (北京小桔智能汽车科技有限公司)

By: /s/ LIU Haijiang  
Name: LIU Haijiang  
Title: Legal Representative

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

DIDI GROUP COMPANIES:

Jingju New Energy Automobile Technology Co., Ltd. (京桔新能源汽车科技有限公司)

By: /s/ CHEN Yuepeng
Name: CHEN Yuepeng
Title: Legal Representative

Hangzhou Xiaомуji Automobile Services Co., Ltd. (杭州小木吉汽车服务有限公司)

By: /s/ JU Li
Name: JU Li
Title: Legal Representative

Shenzhen Weiheng Automobile Co., Ltd. (深圳市伟恒汽车有限公司)

By: /s/ YANG Zhixin
Name: YANG Zhixin
Title: Legal Representative

Shanghai Feier Chajing Technology Co., Ltd. (上海菲儿察京科技有限公司)

By: /s/ QIU Feiqu
Name: QIU Feiqu
Title: Legal Representative

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

DIDI GROUP COMPANIES:

Shanghai Wubo Information And Technology Co., Ltd. (上海雾博信息技术有限公司)

By: /s/ CHENG Wei
Name: CHENG Wei
Title: Legal Representative

Wuhan Wubo Software Technology Services Co., Ltd. (武汉雾博信息技术服务有限公司)

By: /s/ CHEN Ting
Name: CHEN Ting
Title: Legal Representative

Shanghai Wubu Information Technology Co., Ltd. (上海吾步信息技术有限公司)

By: /s/ CHEN Ting
Name: CHEN Ting
Title: Legal Representative

Guiyang Wubu Data Service Co., Ltd. (贵阳吾步数据服务有限公司)

By: /s/ CHEN Ting
Name: CHEN Ting
Title: Legal Representative

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

DIDI GROUP COMPANIES:

Wubu (Shanghai) Software Science And Technology Co., Ltd. (吾步(上海)软件科技有限公司)

By: /s/ CHEN Ting
Name: CHEN Ting
Title: Legal Representative

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

KUAIDI GROUP COMPANIES:

Travice International Group Hongkong Limited (快智国际集团香港有限公司)

By: /s/ LIU Shaorong
Name: LIU Shaorong
Title: Authorized Signatory

Hangzhou Kuaidi Technology Co. Ltd. (杭州快迪科技有限公司)

By: /s/ WANG Qingshan
Name: WANG Qingshan
Title: Legal Representative

Hangzhou Kuaizhi Technology Co. Ltd. (杭州快智科技有限公司)

By: /s/ ZHAO Hui
Name: ZHAO Hui
Title: Authorized Signatory

DIDI PRINCIPAL:

Cheng Wei

By: /s/ CHENG Wei

DIDI PRINCIPAL HOLDING COMPANY:

Xiaocheng Investments Limited

By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

DIDI PRINCIPAL:

Zhang Bo

By:  /s/ ZHANG Bo

PRINCIPAL HOLDING COMPANY:

Doctorate Investment Ltd.

By:  /s/ ZHANG Bo
Name:  ZHANG Bo
Title:  Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

SHAREHOLDERS:

Investor Link Investments Limited

By: /s/ LIU Qing
Name: LIU Qing
Title: Authorized Signatory
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

SHAREHOLDERS:

Brilliant Rosewood Limited

By: /s/ ZHU Jingshi
Name: ZHU Jingshi
Title: Authorized Signatory
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

SHAREHOLDERS:

Trade Alliance Global Limited

By:       /s/ CHEN Ting
Name:     CHEN Ting
Title:    Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

SHAREHOLDERS:

Ocean Union Enterprises Limited

By: /s/ WU Rui
Name: WU Rui
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

SHAREHOLDERS:

Steady Prominent Limited

By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory

Oriental Holding Investment Limited

By: /s/ CHENG Wei
Name: CHENG Wei
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

SVF XKI Subco (Singapore) Pte Ltd

By: /s/ Martin Joseph O'Regan
Name: Martin Joseph O'Regan
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Tencent Growthfund Limited

By: /s/ MA Huateng
Name: MA Huateng
Title: Authorized Representative

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

THL A11 Limited

By: /s/ MA Huateng
Name: MA Huateng
Title: Authorized Representative

Alibaba Investment Limited

By: /s/ Richard C. Lin
Name: Richard C. Lin
Title: Authorized Signatory
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Taobao China Holding Limited

By:  /s/ Richard C. Lin  
Name: Richard C. Lin  
Title: Authorized Signatory  

[Signature Page to Shareholders Agreement]
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INVESTORS:

Apple South Asia Pte. Ltd.

By: /s/ Peter Denwood
Name: Peter Denwood
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Charming Blossom Limited

By: /s/ Yong Leong Chu
Name: Yong Leong Chu
Title: Director

[Signature Page to Shareholders Agreement]
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INVESTORS:

CD Mobile Transport Limited

By:  /s/ WU Jingyan
Name:  WU Jingyan
Title:  Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

**DD Asset Holdings Limited**

By: /s/ Despoina Zinonos
Name: Despoina Zinonos
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

DST China EC XI, L.P.
By DST Managers Limited
Its General Partner

By: /s/ Despoina Zinonos
Name: Despoina Zinonos
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

DST Global IV, L.P.
By DST Managers Limited
Its General Partner

By: /s/ Despoina Zinonos
Name: Despoina Zinonos
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

DST Global V, L.P.
By DST Managers Limited
Its General Partner

By: /s/ Despoina Zinonos
Name: Despoina Zinonos
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

**DST Asia V**

By: /s/ Soraj Bissoonauth

Name: Soraj Bissoonauth

Title: Director

[Signature Page to Shareholders Agreement]

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INVESTORS:

**Internet Fund II Pte. Ltd.**

By: /s/ Venkatagiri Mudeliar

Name: Venkatagiri Mudeliar

Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Internet Fund III Pte. Ltd.

By: /s/ Venkatagiri Mudeliar
Name: Venkatagiri Mudeliar
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Tiger Global Eight Holdings

By:  /s/ Moussa Taujoo
Name: Moussa Taujoo
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Sand River Holdings SPV, L.P.

By: /s/ Yu Bob Carter Sy
Name: Yu Bob Carter Sy
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Masterwang Investments Limited

By: /s/ Wang Gang
Name: Wang Gang
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

ESTA INVESTMENTS PTE. LTD.

By: /s/ Ang Peng Huat
Name: Ang Peng Huat
Title: Authorised Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

EverGreen SeriesB Limited

By: /s/ ZHANG Xiangyu  
Name: ZHANG Xiangyu  
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Laguna Mercury Holdings Ltd.

By: /s/ Naomi Kobayashi
Name: Naomi Kobayashi
Title: Authorised Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Toyota Motor Corporation

By: /s/ Shigeki Tomoyama
Name: Shigeki Tomoyama
Title: Executive Vice President

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Clipper Funds Trust

By: /s/ Ryan M. Charles  
Name: Ryan M. Charles  
Title: Vice President

INVESTORS:

Davis Global Fund

By: /s/ Ryan M. Charles  
Name: Ryan M. Charles  
Title: Vice President
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Davis International Fund

By: /s/ Ryan M. Charles
Name: Ryan M. Charles
Title: Vice President

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Davis New York Venture Fund

By: /s/ Ryan M. Charles
Name: Ryan M. Charles
Title: Vice President

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Davis Opportunity Fund

By: /s/ Ryan M. Charles
Name: Ryan M. Charles
Title: Vice President

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Davis Value Portfolio

By:  /s/ Ryan M. Charles
Name: Ryan M. Charles
Title: Vice President

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Selected American Shares

By: /s/ Ryan M. Charles
Name: Ryan M. Charles
Title: Vice President

[Signature Page to Shareholders Agreement]
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INVESTORS:

Selected International Fund

By: /s/ Ryan M. Charles
Name: Ryan M. Charles
Title: Vice President

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

INVESTORS:

Hillhouse Citrus Holdings Limited

By: /s/ Colm O'Connell
Name: Colm O'Connell
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Booking Holdings Treasury Company

By: /s/ David Coulden

Name: David Coulden
Title: CFO

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Matrix Partners China II Hong Kong Limited

By: /s/ SHAO Yibo
Name: SHAO Yibo
Title: Authorized Signatory

INVESTORS:

PAC Ent Fund Designated Activity Company

By: /s/ Stuart Merzer
Name: Stuart Merzer
Title: Authorized Signatory
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

PAC Event Fund I Limited

By:  /s/ Stuart Merzer
Name: Stuart Merzer
Title: Authorized Signatory
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

PAC Event Fund II Limited

By: /s/ Stuart Merzer
Name: Stuart Merzer
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Paulson ESP Segregated Portfolio Company 2

By: /s/ Stuart Merzer
Name: Stuart Merzer
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Paulson Investment Company I LP

By: /s/ Stuart Merzer
Name: Stuart Merzer
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

ELITE PLUS DEVELOPMENTS LIMITED

By: /s/ LIN Lijun
Name: LIN Lijun
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

**INVESTORS:**

**LVC Super Unicorn Fund LP**

By: /s/ LIN Lijun

Name: LIN Lijun

Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Teng Yue Partners Master Fund, L.P.

By: /s/ Tao Li
Name: Tao Li
Title: General Partner

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

TYP Special Opportunities, L.P.

By: /s/ Tao Li
Name: Tao Li
Title: General Partner

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Poly Oversea Capital Limited

By: /s/ WU Haihui
Name: WU Haihui
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]

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

INVESTORS:

Darwin Carriage Investments Limited

By: /s/ Ian Grattan Smith
Name: Ian Grattan Smith
Title: Director

[Signature Page to Shareholders Agreement]
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INVESTORS:

Vittoria Fund - J, L.P.

By:  /s/ Dennis J. Ersin
Name: Dennis J. Ersin
Title: CFO & Treasurer of Veritable Partnership Holding, Inc.,
the General Partner of Vittoria Fund - J, L.P.

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

MAC Global Unicorn Investment Limited

By: /s/ Chong Huan Lee
Name: Chong Huan Lee
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Citrus Capital Inc.

By: /s/ GONG Qihua
Name: GONG Qihua
Title: Authorized Representative

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

DIDI HOLDINGS LLC

By: /s/ James P Gallagher
Name: James P Gallagher
Title: CAO

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

THIRD POINT VENTURES LLC

By: /s/ James P Gallagher
Name: James P Gallagher
Title: CAO

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

T. Rowe Price Growth Stock Fund, Inc.
JNL Series Trust – JNL/T. Rowe Price Established Growth Fund
Seasons Series Trust – SA T. Rowe Price Growth Stock Portfolio (f/k/a Seasons Series Trust – Stock Portfolio)
Voya Partners, inc. – VY T. Rowe Price Growth Equity Portfolio
Lincoln Variable Insurance Products Trust – LVIP T. Rowe Price Growth Stock Fund
Optimum Fund Trust – Optimum Large Cap Growth Fund
Penn Series Funds, Inc. – Large Growth Stock Fund
ConAgra Brands Retirement Income Savings Master Trust (f/k/a ConAgra Foods, Inc.)
T. Rowe Price Growth Stock Trust
Sony Master Trust
Prudential Retirement Insurance and Annuity Company
Aon Savings Plan Trust
Brighthouse Funds Trust II – T. Rowe Price Large Cap Growth Portfolio (f/k/a Metropolitan Series Fund – T.Rowe Price Large Cap Growth Portfolio)

Each account, severally and not jointly

By: T, Rowe Price Associates, Inc., Investment Adviser or Subadviser applicable

By: /s/ Joseph Fath
Name: Joseph Fath
Title: VP

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

T. Rowe Price Global Technology Fund, Inc.
TD Mutual Funds – TD Science & Technology Fund
Each account, severally and not jointly

By: T, Rowe Price Associates, Inc., Investment Adviser or Subadviser applicable

By: /s/ Paul D Cencene
Name: Paul D Cencene
Title: VP

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

T. Rowe Price Communications & Technology Fund, Inc. (f/k/a T. Rowe Price Media & Telecommunications Fund, Inc.)
TD Mutual Funds – TD Global Entertainment & Communications Fund (f/k/a TD Mutual Funds – TD Entertainment & Communications Fund)
Each account, severally and not jointly

By: T, Rowe Price Associates, Inc., Investment Adviser or Subadviser applicable

By: /s/ Paul D Cencene
Name: Paul D Cencene
Title: VP

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

T. Rowe Price Global Stock Fund
T. Rowe Price Institutional Global Focused Growth Equity Fund
Arkansas Teacher Retirement System
Each account, severally and not jointly

By: T, Rowe Price Associates, Inc., Investment Adviser

By: /s/ Paul D Cencene
Name: Paul D Cencene
Title: VP

[Signature Page to Shareholders Agreement]

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

INVESTORS:

T. Rowe Price Science & Technology Fund, Inc.
VALIC Company I – Science & Technology Fund
John Hancock Variable Insurance Trust – Science & Technology Trust
John Hancock Funds II – Science & Technology Fund
Each account, severally and not jointly

By: T, Rowe Price Associates, Inc., Investment Adviser or Subadviser, as applicable

By: /s/ Ken Allen
Name: Ken Allen
Title: VP

[Signature Page to Shareholders Agreement]
INVESTORS:

T. Rowe Price Institutional International Growth Equity Fund
T. Rowe Price International Stock Fund
T. Rowe Price International Stock Portfolio
T. Rowe Price Non-U.S. Equities Trust
Voya Investors Trust – VY T. Rowe Price International Stock Portfolio
T. Rowe Price International Growth Equity Trust
T. Rowe Price Global Allocation Fund, Inc.
Each account, severally and not jointly

By: T. Rowe Price Associates, Inc., Investment Adviser or Subadviser, as applicable

By: /s/ Andrew Baek
Name: Andrew Baek
Title: Vice President

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

SCC Growth I Holdco A, Ltd.

By:  /s/ Ip Siu Wai Eva
Name:  Ip Siu Wai Eva
Title:  Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Sequoia Capital China GF Holdco III-A, Ltd.

By:  /s/ Ip Siu Wai Eva
Name:  Ip Siu Wai Eva
Title:  Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

OFI GLOBAL CHINA FUND, LLC

By: /s/ Aroon Balani
Name: Aroon Balani
Title: VP

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

TL Special Opportunities Fund, LP

By:   /s/ Jesse Ko
Name:  Jesse Ko
Title: Managing member of TL Special Opportunity GP, LLC

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

NEWAGE GLOBAL INVESTMENTS LIMITED

By: /s/ James Xiao Dong Liu
Name: James Xiao Dong Liu
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

SUNNY OASIS LIMITED (阳光绿洲有限公司)

By: /s/ FAN Yuanyuan
Name: FAN Yuanyuan
Title: Managing Partner

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Riverhead Equity Limited

By: /s/ Authorized Representative

Name: Authorized Representative

Title: Authorized Representative

[Signature Page to Shareholders Agreement]
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INVESTORS:

BOCOM International Asset Management Limited

By: /s/ Su Fen /s/ LI Wu
Name: Su Fen LI Wu
Title: Director

BOCOM International Holdings Company Limited

By: /s/ LI Ying
Name: LI Ying
Title: President

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

ESG Special Opportunities Fund I, LP

By: /s/ J. Kevin Kenny Jr.
Name: J. Kevin Kenny Jr.
Title: CIO
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Supir LLC

By: /s/ Marcia Kirschner
Name: Marcia Kirschner
Title: Trustee of Managing Member

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

TGFST LLC

By: /s/ Sheree Chiou
Name: Sheree Chiou
Title: Trustee

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

BlackRock Science and Technology Trust

By: /s/ Tony Kim
Name: Tony Kim
Title: Managing Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

BlackRock Science & Technology Opportunities Portfolio,
a series of BlackRock Funds II

By: /s/ Tony Kim
Name: Tony Kim
Title: Managing Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Tekne Private Ventures I Master

By: /s/ Benjamin Baker
Name: Benjamin Baker
Title: Chief Financial Officer

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Tekne Private Ventures II Master

By: /s/ Benjamin Baker
Name: Benjamin Baker
Title: Chief Financial Officer

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Tekne Private Ventures III, LP

By: /s/ Benjamin Baker
Name: Benjamin Baker
Title: Chief Financial Officer

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Gold Logic Investments Limited

By: /s/ Bao Fan
Name: Bao Fan
Title: Director

[Signature Page to Shareholders Agreement]

SKY GALAXY INVESTMENT LIMITED

By: /s/ Bao Fan
Name: Bao Fan
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Autumn Sun (Cayman) Investment Limited

By: /s/ Pe Xi Li
Name: Pe Xi Li
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

INDUS DIDI SPV, L.P.

By: /s/ James Weiner
Name: James Weiner
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

HONOURABLE AMBASSADOR LIMITED

By: /s/ Huang Xiaoli
Name: Huang Xiaoli
Title: Director
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

New Technology Fund SPC Limited

By: /s/ Konstantin Kirsanov, Elena Kuznetsova
Name: Konstantin Kirsanov, Elena Kuznetsova
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Korea Investment Partners Co., Ltd.

By: /s/ Baek Yer Hyun
Name: Back Yer Hyun
Title: Chief Executive Officer

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Treasure Hitch Investment Fund, L.P.

By: /s/ FANG Liang
Name: FANG Liang
Title: Director of GP company

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Amwal-DiDi

By:   /s/ Hani Abdo  
Name: Hani Abdo  
Title: COO & Executive Director  

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Profit Raider Investments Limited

By: /s/ Zhang Gao Bo

Name: Zhang Gao Bo

Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Moussedragon, L.P.

By: /s/ Charles Heilbron
Name: Charles Heilbron
Title: General Partner of Moussedumpling, L.P.
       General Partner of Moussedragon, L.P.

[Moussedragon, L.P. Signature Page]

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

INVESTORS:

Morgan Creek Private Opportunities, LLC

By: /s/ Mark W Yusico
Name: Mark W Yusico
Title: Authorized Signatory

[Morgan Creek Private Opportunities, LLC Signature Page]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Mason Stevens Limited

By: /s/ Vincent Hua
Name: Vincent Hua
Title: CIO, Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

AME Cloud Services, LLC

By: /s/ Greg Hardester
Name: Greg Hardester
Title: Manager

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

AME Cloud Ventures, LLC

By: /s/ Greg Hardester
Name: Greg Hardester
Title: Manager

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Cheng Yu Investments Limited

By: /s/ Liu Lin
Name: Liu Lin
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Darsana Master Fund LP
By: Darsana Capital GP LLC, its general partner

By: /s/ Chris Ferrante
Name: Chris Ferrante
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Prosper Vantage Limited

By: /s/ Chen Jihong
Name: Chen Jihong
Title: Authorized Signatory
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Global Holdings Asia Limited

By: /s/ Lai Yung King
Name: Lai Yung King
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Joyful Tycoon Limited

By: /s/ DENG Wei
Name: DENG Wei
Title: Authorized Representative

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Voya Mutual Funds - Voya Multi-Manager International Equity Fund

By: /s/ Todd Modic
Name: Todd Modic
Title: Senior Vice President

[Signature Page to Shareholders Agreement]

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

INVESTORS:

Hansom Investors Ltd

By: /s/ David T. Kim
Name: David T. Kim
Title: Managing Member

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Fontaine Capital Fund, L.P.

By: /s/ Chen-Wen Tarn
Name: Chen-Wen Tarn
Title: Sole Director of Fontaine Capital GP Ltd,
the General Partner of Fontaine Capital Fund, L.P.

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Myriad Opportunities Investment Vehicle Limited

By: /s/ Scott A Gaynur
Name: Scott A Gaynur
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Star Measures Investments, LLC

By: /s/ Richard Merkin

Name: Richard Merkin
Title: Manager

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Coatue PE Asia II LLC

By: /s/ Zachary Feingold
Name: Zachary Feingold
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Coatue Flagship Asia IV LLC

By: /s/ Zachary Feingold
Name: Zachary Feingold
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Coatue Exuma Asia IV LLC

By: /s/ Zachary Feingold
Name: Zachary Feingold
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Coatue CT XIII LLC

By: /s/ Zachary Feingold
Name: Zachary Feingold
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Coatue CT X LLC

By: /s/ Zachary Feingold
Name: Zachary Feingold
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Coatue CT VIII LLC

By: /s/ Zachary Feingold
Name: Zachary Feingold
Title: Authorized Signatory

INVESTORS:

COATUE CT IX LLC

By: /s/ Zachary Feingold
Name: Zachary Feingold
Title: Authorized Signatory
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

China Auto Investment LP

By: /s/ Lynden John
Name: Lynden John
Title: Director of the General Partner

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

China Lantern Ltd

By: /s/ Lynden John
Name: Lynden John
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

China Ride Transportation LP

By: /s/ Lynden John
Name: Lynden John
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

China Transport Investment LP

By: /s/ Lynden John
Name: Lynden John
Title: Director of the General Partner

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Yalong Oceanside Ltd

By:  /s/ Lynden John
Name: Lynden John
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

GSR Ventures IV, L.P.

By: /s/ ZHU Xiaohu
Name: ZHU Xiaohu
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

GSR Principals Fund IV, L.P.

By: /s/ ZHU Xiaohu
Name: ZHU Xiaohu
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

H CAPITAL II, L.P.

By: /s/ Zhu Lian
Name: Zhu Lian
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

H CAPITAL III, L.P.

By: /s/ Zhu Lian
Name: Zhu Lian
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]

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

INVESTORS:

Summit View Investment Ltd

By: /s/ Wong Kok Wai
Name: Wong Kok Wai
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Wooster Square Holdings LLC

By: /s/ Yiru Liu
Name: Yiru Liu
Title: Managing Member

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Giant Wave Investments Limited

By: /s/ Gao Guiwei
Name: Gao Guiwei
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

GLADIOLUS LIMITED

By: /s/ SUN Wei
Name: SUN Wei
Title: Authorized Representative

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

CICC Travel Company Limited

By: /s/ CHEN Shirley Shiyou
Name: CHEN Shirley Shiyou
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Magic Stone Uber Special Opportunity Fund, L.P.

By: /s/ Yu Zeng
Name: Yu Zeng
Title: Partner

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

PV Dominance Two Limited

By: /s/ Ena Leung
Name: Ena Leung
Title: Director

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

QINGTING INVESTMENTS PTE. LTD.

By: /s/ Koh Wai Kit
Name: Koh Wai Kit
Title: Authorised Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Weixing Holding Limited

By: /s/ CHEN Weixing
Name: CHEN Weixing
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Gopher Harvest Fund LP

By:  /s/ Yin Zhe
Name: Yin Zhe
Title: Director

[Signature Page to Shareholders Agreement]

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

INVESTORS:

Magic Traffic Trois Limited

By:  /s/ CHEUNG Miu
Name: CHEUNG Miu
Title: Authorized Signatory

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Lavinium Ventures III, LLC

By: /s/ Justin Fishner-Wolfson
Name: Justin Fishner-Wolfson
Title: Senior Managing Member

[Signature Page to Shareholders Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

INVESTORS:

Baidu (Hong Kong) Limited

By: /s/ LI Yanhong
Name: LI Yanhong
Title: Authorized Representative

[Signature Page to Shareholders Agreement]
SIGNED as a DEED by 

By Abdulrahman Alamoudi ) ABD999

In the presence of: 

Name: /s/ [Name of witness]

Address: PASHA INVESTMENTS (Monaco) S.A.M
SIGNED as a DEED by

By Abdulrahman Alamoudi ) Ayesha Holdings Limited

In the presence of: )

Name: /s/ [Name of witness]

Address: PASHA INVESTMENTS (Monaco) S.A.M
SIGNED as a DEED by

By Mohamed Y. Zahid ) NCM Investments Ltd

In the presence of: )

Name: /s/ [Name of witness]

Address: Mark JJ Farrell
DEED OF ADHERENCE

The undersigned is executing and delivering this Deed of Adherence dated 23 March 2018, pursuant to the Amended and Restated Shareholders Agreement dated as of January 11, 2018 (the “Shareholders Agreement”), by and among Xiaoju Kuaizhi Inc., an exempted company duly incorporated and validly existing in the Cayman Islands and certain other parties named therein.

Capitalized terms used but not defined in this Deed of Adherence shall have their meanings in the Shareholders Agreement.

The undersigned hereby acknowledges, agrees and confirms that, by its execution of this Deed of Adherence, it shall be deemed to be a party to the Shareholders Agreement as of the date hereof and shall have all of the rights and obligations of an “Investor”, a “Holder”, a “Preemptive Rights Holder”, a “Shareholder” and a “Party” thereunder as if it had executed the Shareholders Agreement. The undersigned hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Shareholders Agreement.

The address for notice of the undersigned shall be as follows:

Address:
Tel:
Email:
Attention:

IN WITNESS WHEREOF, the undersigned has caused this Deed of Adherence to be duly executed and delivered as of the date first written above.

SIGNED as a DEED by
Macquarie Innovative Vision Partners
Limited
or and on behalf of and in its
capacity as general partner of
Macquarie Innovative Vision Fund L.P
Director

In the presence of
Signature of witness: /s/
Name of witness: ________________________________
Address of witness: ________________________________

Director

In the presence of
Signature of witness: /s/ Amy Bend-Hirao
Name of witness: Amy Bend-Hirao
Address of witness: ________________________________
DEED OF ADHERENCE

The undersigned is executing and delivering this Deed of Adherence dated 2018, pursuant to the Amended and Restated Shareholders Agreement dated as of January 11, 2018 (the “Shareholders Agreement”), by and among Xiaoju Kuaizhi Inc., an exempted company duly incorporated and validly existing in the Cayman Islands and certain other parties named therein.

Capitalized terms used but not defined in this Deed of Adherence shall have their meanings in the Shareholders Agreement.

The undersigned hereby acknowledges, agrees and confirms that, by its execution of this Deed of Adherence, it shall be deemed to be a party to the Shareholders Agreement as of the date hereof and shall have all of the rights and obligations of an “Investor”, a “Holder”, a “Preemptive Rights Holder”, a “Shareholder” and a “Party” thereunder as if it had executed the Shareholders Agreement. The undersigned hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Shareholders Agreement.

The address for notice of the undersigned shall be as follows:

Address:
Tel:
Email:
Attention:

IN WITNESS WHEREOF, the undersigned has caused this Deed of Adherence to be duly executed and delivered as of the date first written above.

Executed as a DEED by

NewView Capijai, Fund I, L.P.                               )
by                                                                             )
/s/ Ravi Viswanathan                                      Name: Ravi Viswanathan
                                                                           Title: Managing General Partner

Witness
in the presence of
/s/ Greer Rothman                                       Signature of witness
Greer Rothman                                         Name of witness
DEED OF ADHERENCE

The undersigned is executing and delivering this Deed of Adherence dated May 15, 2018, pursuant to the Amended and Restated Shareholders Agreement dated as of January 11, 2018 (the “Shareholders Agreement”), by and among Xiaoju Kuaizhi Inc., an exempted company duly incorporated and validly existing in the Cayman Islands and certain other parties named therein.

Capitalized terms used but not defined in this Deed of Adherence shall have their meanings in the Shareholders Agreement.

The undersigned hereby acknowledges, agrees and confirms that, by its execution of this Deed of Adherence, it shall be deemed to be a party to the Shareholders Agreement as of the date hereof and shall have all of the rights and obligations of an “Investor”, a “Holder”, a “Preemptive Rights Holder”, a “Shareholder” and a “Party” thereunder as if it had executed the Shareholders Agreement. The undersigned hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Shareholders Agreement.

The address for notice of the undersigned shall be as follows:

Address:
Tel:
Email:
Attention:

IN WITNESS WHEREOF, the undersigned has caused this Deed of Adherence to be duly executed and delivered as of the date first written above.

Executed as a DEED by

AEGIS SPECIAL SITUATIONS FUND
LLC, SERIES RIDESHAKE I

Name: Cassez Shapiro
Title: Manager, Aegis Special Situation Management

Witness
in the presence of

/s/ Roseann Perri
Signature of witness

Roseann Perri
Name of witness
DEED OF ADHERENCE

The undersigned is executing and delivering this Deed of Adherence dated May 18, 2018, pursuant to the Amended and Restated Shareholders Agreement dated as of January 11, 2018 (the “Shareholders Agreement”), by and among Xiaoju Kuaizhi Inc., an exempted company duly incorporated and validly existing in the Cayman Islands and certain other parties named therein.

Capitalized terms used but not defined in this Deed of Adherence shall have their meanings in the Shareholders Agreement.

The undersigned hereby acknowledges, agrees and confirms that, by its execution of this Deed of Adherence, it shall be deemed to be a party to the Shareholders Agreement as of the date hereof and shall have all of the rights and obligations of an “Investor”, a “Holder”, a “Preemptive Rights Holder”, a “Shareholder” and a “Party” thereunder as if it had executed the Shareholders Agreement. The undersigned hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Shareholders Agreement.

The address for notice of the undersigned shall be as follows:

Address:
Tel:
Email:
Attention:

IN WITNESS WHEREOF, the undersigned has caused this Deed of Adherence to be duly executed and delivered as of the date first written above.

Executed as a DEED by
Eleven Didi Holdings LLC
by
/s/ Hartley Wasko
Name: Hartley Wasko
Title: Authorized Signatory, Manager, Eleven Managers LLC

Witness
in the presence of
/s/ Riley Bervcic
Signature of witness
Riley Bervcic
Name of witness
DEED OF ADHERENCE

The undersigned is executing and delivering this Deed of Adherence dated November 26, 2018, pursuant to the Amended and Restated Shareholders Agreement dated as of January 11, 2018 (the “Shareholders Agreement”), by and among Xiaoju Kuaizhi Inc., an exempted company duly incorporated and validly existing in the Cayman Islands and certain other parties named therein.

Capitalized terms used but not defined in this Deed of Adherence shall have their meanings in the Shareholders Agreement.

The undersigned hereby acknowledges, agrees and confirms that, by its execution of this Deed of Adherence, it shall be deemed to be a party to the Shareholders Agreement as of the date hereof and shall have all of the rights and obligations of an “Investor”, a “Holder”, a “Preemptive Rights Holder”, a “Shareholder” and a “Party” thereunder as if it had executed the Shareholders Agreement. The undersigned hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Shareholders Agreement.

The address for notice of the undersigned shall be as follows:

Address:
Tel:
Email:
Attention:

IN WITNESS WHEREOF, the undersigned has caused this Deed of Adherence to be duly executed and delivered as of the date first written above.

Executed as a DEED by
Ryyde LLC
by
/s/

Name:
Title:

Witness
in the presence of

/s/ Mary Eugster
Mary Eugster

Signature of witness
Name of witness

SCHEDULE A-1

List of Didi Group Companies
SCHEDULE A-2
List of Kuaidi Group Companies
SCHEDULE D

List of Key Employees
EXHIBIT A
FORM OF POWER OF ATTORNEY
EXHIBIT B

DEED OF ADHERENCE

The undersigned is executing and delivering this Deed of Adherence dated , 20 , pursuant to the Amended and Restated Shareholders Agreement dated as of , 20 (the “Shareholders Agreement”), by and among Xiaoju Kuaizhi Inc., an exempted company duly incorporated and validly existing in the Cayman Islands and certain other parties named therein.

Capitalized terms used but not defined in this Deed of Adherence shall have their meanings in the Shareholders Agreement.

The undersigned hereby acknowledges, agrees and confirms that, by its execution of this Deed of Adherence, it shall be deemed to be a party to the Shareholders Agreement as of the date hereof and shall have all of the rights and obligations of an “Investor”, a “Holder”, a “Preemptive Rights Holder”, a “Shareholder” and a “Party” thereunder as if it had executed the Shareholders Agreement. The undersigned hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Shareholders Agreement.

The address for notice of the undersigned shall be as follows:

Address:
Tel:
Fax:
Email:
Attention:

IN WITNESS WHEREOF, the undersigned has caused this Deed of Adherence to be duly executed and delivered as of the date first written above.

SIGNED as a DEED by )

By )
in the presence of: )

Name: [Name of witness]

Address: ____________________________
XIAOJU KUAIZHI INC.
(the “Company”)

AMENDED AND RESTATED 2017 EQUITY INCENTIVE PLAN

1. **Purpose of the Plan**

   The purpose of this Xiaoju Kuaizhi Inc. Amended and Restated 2017 Equity Incentive Plan (the “Plan”) is to provide incentives to attract and retain the best available personnel whose present and potential performance is considered essential to the commercial success of the Group through the grant of Awards covering Shares. Capitalized terms not defined in the text are defined in Section 2 hereof.

2. **Definitions**

   For all purposes of this Plan, unless the context otherwise requires, the following expressions shall have the following meanings:

   (i) “Administrator” means the Board or any committee created and appointed by the Board to administer the Plan.

   (ii) “Applicable Law” means all applicable laws, rules, regulations and requirements, including but not limited to, all applicable Cayman Island laws, any applicable stock exchange rules or regulations, and the applicable laws, rules or regulations of any other country or jurisdiction where Awards are granted under the Plan or Grantees reside or provide services, as such laws, rules and regulations shall be in effect from time to time.

   (iii) “Award” means any award granted pursuant to the terms and conditions of this Plan, including any Dividend Equivalent, Option, Restricted Share, Restricted Share Unit, Share Appreciation Right or other right or benefit.

   (iv) “Award Agreement” means any written agreement, contract, or other instrument evidencing the grant of an Award, including through any electronic medium.

   (v) “Board” means the board of directors of the Company.

   (vi) “Business” means any Person, which carries on activities for profit, and shall be deemed to include any affiliate of such Person.

   (vii) “Cause” means, with respect to the termination by any Group Member of the Grantee’s services, that such termination is for “Cause” as is provided in a then effective written agreement between the Grantee and the Group Member, or in the absence of the same, is based on, in the determination of the Administrator, the Grantee’s:

   a. violation of corporate policies or guidelines of the Group;

   b. conduct that is materially negative to the name, reputation or interests of the Group;

   c. gross negligence or willful misconduct in the performance of customary duties as an Employee, Director or Consultant;

   d. material breach of any then-effective agreement between the Grantee and the relevant Group Member, which shall include, without limitation, any applicable intellectual property and/or invention assignment, employment, non-competition, non-solicitation, confidentiality or other similar agreement; or
e. commission of fraud, dishonesty, ethical breach or other similar acts, or commission of a criminal offense.


(ix) “Company” means Xiaoju Kuaizhi Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands.

(x) “Competitor” means any Business that is engaged in or is about to become engaged in any activity of any nature that competes with a product, process, technique, procedure, device or service of any Group Member. The Administrator shall determine in its sole discretion a list of Competitors applicable to this Plan and the Award Agreements from time to time.

(xi) “Consultant” means any person, including an advisor but not an Employee, who is engaged by a Group Member to render consulting or advisory services and is compensated for such services.

(xii) “Deemed Liquidation Event” shall have the meaning as provided in a then-effective written shareholders’ agreement or similar document executed among the shareholders of the Company, or in the absence of the same, means any of the following transactions:

a. any consolidation, amalgamation, scheme of arrangement or merger in which the Company is a constituent entity or is a party in which the voting shares and other voting securities of the Company that are outstanding immediately prior to the consummation of such consolidation or merger represent, or are converted into, securities of the surviving entity of such consolidation or merger that, immediately after the consummation of such consolidation or merger, together possess less than fifty percent (50%) of the total voting power of all voting securities of such surviving entity that are outstanding immediately after the consummation of such consolidation or merger;

b. a sale or other transfer by the holders thereof of outstanding voting shares and/or other voting securities of the Company possessing more than fifty percent (50%) of the total voting power of all outstanding voting securities of the Company, whether in one transaction or in a series of related transactions, and pursuant to which such outstanding voting securities are sold or transferred to a single person or entity, to one or more persons or entities who are Affiliates of each other, or to one or more persons or entities acting in concert, provided that the foregoing shall not include a bona fide equity financing of any Group Member;

c. a sale, transfer, lease or other disposition of all or substantially all of the assets of the Group Members taken as a whole (or any series of related transactions resulting in such sale, transfer, lease or other disposition of all or substantially all of the assets of the Group Members taken as a whole); or

d. the exclusive licensing of all or substantially all of the Group’s intellectual property indispensable for the business of the Group to a third party.

(xiii) “Director” means a member of the Board.

(xiv) “Disability” means a disability, whether temporary or permanent, partial or total, as determined by the Administrator.
“Dividend Equivalent” means a right to receive the equivalent value (in cash or other property or a reduction in exercise price or base price of the relevant outstanding Award) of dividends paid on Shares.

“Employee” means a Person that has established an employment relationship with any Group Member, with the status of employment determined pursuant to such factors as are deemed appropriate by the Administrator in its sole discretion, subject to any compulsory requirement of the Applicable Law. The payment of a Director’s fees shall not be sufficient to constitute an employment relationship between such Director and the relevant Group Member.


“Exercise Price” means the price per Share at which a holder of an Option may purchase Shares issuable upon exercise of the Option.

“Fair Market Value” means, as of any given date, the value of Shares determined as follows:

a. If the Shares are listed on one or more established stock exchanges or traded on one or more automated quotation systems, the Fair Market Value shall be the closing sales price for such Shares (or the closing bid, if no sales were reported) as quoted on the principal exchange or system on which the Shares are listed or traded on the date of determination, as reported in Bloomberg or such other source as the Administrator deems reliable unless otherwise prescribed by any Applicable law, or, if the date of determination is not a trading date, the closing price as quoted on the principal exchange or system on which the Shares are listed or traded on the trading date immediately preceding the date of determination;

b. If depository receipts representing the Shares are listed on one or more established stock exchanges or traded on one or more automated quotation systems, the Fair Market Value shall be the closing sales price for such depository receipts (or the closing bid, if no sales were reported) as quoted on the principal exchange or system on the date of determination, as reported in Bloomberg or such other source as the Administrator deems reliable, multiplied by the number of Shares that are represented by such depository receipts, or, if the date of determination is not a trading date, the closing price as quoted on the principal exchange or system on which the Shares are listed or traded on the trading date immediately preceding the date of determination;

c. If the Shares are regularly quoted by a recognized securities dealer but selling prices are not reported, its Fair Market Value shall be the mean between the high bid and low ask prices for the Shares on the date of determination; or

d. In the absence of an established market for the Shares, the Fair Market Value thereof shall be determined in good faith by the Administrator.

“Grantee” means the person who receives the Award under the Plan.

“Group” means the Company, any Subsidiary and any Related Entity, and “Group Member” means any one member of the Group.

“Incentive Stock Option” or “ISO” means an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code.
“Non-statutory Share Options” or “NQSO” means an Option not intended to qualify as an Incentive Stock Option.

“Non-solicitation Obligations” shall have the meaning as provided either in the Award Agreement or a written agreement between the Grantee and the Group Member, or in the absence of the same, means at any time prior to the expiration of one year following the termination of a Grantee’s status as a Service Provider, the Grantee shall not (i) contact, or cause to be contacted, directly or indirectly, or engage in any form of oral, verbal, written, recorded, transcribed, or electronic communication with any customer of any Group Member to terminate or adversely affect any business relationship with the Group Member or conduct business that is in any respect competitive with the business conducted by any Group Member, (ii) directly or indirectly hire, solicit, or recruit, or attempt to hire, solicit, or recruit, any employee of any Group Member to leave their employment with such Group Member, nor contact any employee of a Group Member, or cause an employee of a Group Member to be contacted, for the purpose of leaving employment with such Group Member, and (iii) solicit, encourage, or induce, or cause to be solicited, encouraged or induced, directly or indirectly, any franchisee, joint venture, supplier, vendor or contractor who conducted business with a Group Member at any time to terminate or adversely modify any business relationship with the Group Member or not to proceed with, or enter into, any business relationship with the Group Member, nor otherwise interfere with any business relationship between a Group Member and any such franchisee, joint venture, supplier, vendor or contractor.

“Option” means an option to purchase Shares as granted pursuant to Section 7 of the Plan.

“Person” means any natural person, firm, company, corporation, body corporate, partnership, association, government, state or agency of a state, local, municipal or provincial authority or government body, joint venture, trust, individual proprietorship, business trust or other enterprise, entity or organization (whether or not having separate legal personality).

“Purchase Price” means the price at which a Grantee may purchase Restricted Shares pursuant to this Plan.

“Related Entity” means Person in or of which the Company or a Subsidiary holds a substantial economic interest, or possesses the power to direct or cause the direction of the management policies, directly or indirectly, through the ownership of voting securities, by contract, or other arrangements as trustee, executor or otherwise, but which, for purposes of the Plan, is not a Subsidiary and which the Administrator designates as a Related Entity.

“Restricted Share” means an offer by the Company to sell Shares that are subject to certain specified restrictions.

“Restricted Share Unit” or “RSU” means an Award covering a number of Shares that may be settled in cash, or by issuance of those Shares at a date in the future.

“Rule 701” means Rule 701 et seq. promulgated under the Securities Act.

“Section 409A” means section 409A promulgated under the Code.

“Securities Act” means the United States Securities Act of 1933 and the regulations thereunder, as amended from time to time.
“Service Provider” means any Person who is an Employee, a Consultant or a Director; provided, however, that Awards shall not be granted to any Consultant or Director in any jurisdiction in which, pursuant to Applicable Law, grants to non-employees are not permitted.

“Share” means the ordinary shares with a par value of US$0.00002 per share issued by the Company, as adjusted pursuant to Section 3(a) hereof.

“Share Appreciation Right” or “SAR” means a right to receive a payment equal to the excess of the Fair Market Value of a specified number of Shares on the date the Share Appreciation Right is exercised over the base price as set forth in the applicable Award Agreement.

“Subsidiary” means any entity (other than the Company) in an unbroken chain of entities beginning with the Company where each of the entities other than the last entity in the unbroken chain owns shares or other equity securities representing fifty percent (50%) or more of the total combined voting power of all classes of shares or other equity securities in one of the other entities in such chain. For purposes of the Plan, any “variable interest entity” that is consolidated into the consolidated financial statements of the Company under applicable accounting principles or standards as may apply to the consolidated financial statements of the Company shall be deemed a Subsidiary.

“Tax” means any income, employment, social welfare or other tax withholding obligations (including a Grantee’s tax obligations) or any levies, stamp duties, charges or taxes required or permitted to be withheld or otherwise payable under Applicable Laws with respect to any taxable event concerning a Grantee arising as a result of this Plan.

“U.S. Person” means a “United States Person” within the meaning of Section 7701(a)(30) of the Code (i.e., a citizen or resident of the United States, including a lawful permanent resident, even if such individual resides outside of the United States).

3. Shares Subject to the Plan

(a) Shares Available. Shares subject to Awards that are terminated, expired, cancelled, forfeited, settled in cash or other property in lieu of Shares, used to pay withholding obligations or pay the exercise price of an Option shall again be available for grant and issuance in connection with other Awards pursuant to this Plan (unless this Plan has been terminated). In the event that Shares previously issued under the Plan are reacquired by the Company pursuant to a right of first refusal or repurchase by the Company, such Shares shall be added to the number of Shares then available for issuance under the Plan. At all times the Company shall reserve and keep available a sufficient number of Shares as will be required to satisfy the requirements of all Awards granted and outstanding under the Plan.

(b) Adjustment of Shares. In the event that the number of outstanding Shares of the Company is changed by a share dividend, recapitalization, share split, reverse share split, subdivision, combination, reclassification or other change in the capital structure of the Company affecting Shares without consideration, then in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan: (a) the number of Shares reserved for issuance under this Plan, (b) the applicable price per Share and number of Shares subject to outstanding Awards will be proportionately adjusted, subject to any required action by the Board or the shareholders of the Company and compliance with Applicable Law; provided, however, that fractions of a Share will not be issued but will either be paid in cash at the Fair Market Value of such fraction of a Share or will be rounded down to the nearest whole Share, as determined by the Administrator.
4. **Administration of the Plan**

(a) **Duties and Powers of Administrator.** Subject to the terms and conditions of the Plan, the Administrator shall have the power and authority, in its discretion:

(i) to select the Service Providers to whom Awards may from time to time be granted hereunder;

(ii) to determine the type or types of Awards to be granted to each Service Provider;

(iii) to determine the number of Shares to be covered by each such Award granted hereunder;

(iv) to prescribe the forms of Award Agreement for use under the Plan and determine the specific terms and conditions of any Award Agreement, which need not be identical for each Grantee;

(v) to determine the terms of vesting, exercisability and payment of Awards to be granted under this Plan;

(vi) to grant waiver of any conditions of this Plan or any Award, or to impose any restriction or limitation regarding any Awards or the Shares relating thereto, based in each case on such factors as the Administrator, in its sole discretion, shall determine;

(vii) to determine all matters relating to whether a Grantee’s status as a Service Provider has been terminated, including without limitation if such termination was for Cause and, if so, to determine the effective date of such termination (which the Administrator may determine to be the date of notice of resignation or the date of an act or omission by such Grantee constituting Cause), and whether particular leaves of absence constitute a termination of the Service Provider;

(xxxviii) to take any action, before or after an Award is made, that it deems advisable to obtain approval or comply with Applicable Law or any necessary local governmental regulatory requirements or approvals of any securities exchange or automated quotation system;

(viii) to determine Fair Market Value in good faith;

(ix) to construe and interpret the terms of the Plan, the Award Agreement and awards granted pursuant to the Plan; and

(x) to make all other decisions and determinations that may be required pursuant to the Plan or as the Administrator deems necessary or advisable to administer the Plan.

provided, however, ISOs may be granted only to Employees (including officers and Directors who are also Employees) of a Group Member. NQSOs and all other types of Awards may be granted to Employees, officers, Directors and Consultants of a Group Member; provided such Consultants render bona fide services not in connection with the offer and sale of securities in a capital-raising transaction when Rule 701 is to apply to the Award granted for such services. An Option that is intended to be an Incentive Stock Option shall be so designated in the Award Agreement.
(b) Effect of Administrator’s Decision. The Administrator’s interpretation of the terms of the Plan, any Awards granted pursuant to the Plan and any Award Agreement, and all decisions, determinations and interpretations of the Administrator relating thereto shall be final, binding and conclusive for all purposes and upon all Grantees.

5. Terms and Conditions of Award Agreements

(a) Term. The term of each Award shall be stated in the Award Agreement. Except as limited by the requirements of Section 409A of the Code and the regulations and rulings promulgated thereunder, the Administrator may extend the term of any outstanding Award, and may extend the time period during which vested Awards may be exercised, in connection with any termination of a Grantee’s status as a Service Provider, and may amend any other term or condition of an Award relating to such termination.

(b) Timing of Granting of Awards. The date of grant of an Award shall, for all purposes, be the date on which the Administrator makes the determination to grant such Award or such other future date as is determined by the Administrator.

(c) Stand-Alone and Tandem Awards. Awards granted pursuant to the Plan may, in the sole discretion of the Administrator, be granted either alone, in addition to, or in tandem with, any other Award granted pursuant to the Plan. Awards granted in addition to or in tandem with other Awards may be granted either at the same time as or at a different time from the grant of such other Awards (or any other award granted pursuant to another compensation plan).

(d) Vesting. The time period and conditions upon which an Award, in whole or in part, vests in the Grantee shall be set by the Administrator, and the Administrator may determine that an Award may not vest in whole or in part for a specified period after it is granted. Such vesting may be based on service with a Group Member or any other criteria selected by the Administrator. At any time after grant of an Award, the Administrator may, in its sole discretion and subject to whatever terms and conditions it selects, accelerate the vesting of such Award. No portion of an Award which is unexercisable at the termination of Grantee’s status as a Service Provider shall thereafter become exercisable, except as may be otherwise provided in the Award Agreement or by decision of the Administrator following the grant of the Award.

(e) Termination of the Awards.

(i) Termination for reasons other than death or Disability or for Cause. Except as may be otherwise provided either in the Award Agreement or by action of the Administrator following the grant of the Award, (A) all granted but unvested Awards shall cease to vest on the date of termination and the corresponding Shares shall revert to the Plan and again be available for grant of other Awards under the Plan; (B) vested but unexercised Awards may only be exercised within the exercise period(s) determined by the Administrator; and (C) as to exercised Awards (including Awards exercised under the aforementioned clause (B), the Company has the right to repurchase the corresponding Shares at the then Fair Market Value of such Shares, which shall be reverted to the Plan and again be available for Award grants pursuant to this Plan.
(ii) **Termination due to death or Disability.** Except as may be otherwise provided either in the Award Agreement or by action of the Administrator following the grant of the Award, if the Grantee’s status as a Service Provider is terminated due to the Grantee’s death (including declaration of death) or Disability, (A) all granted but unvested Awards shall cease to vest on the date of termination and the corresponding Shares shall revert to the Plan and again be available for grant of other Awards under the Plan; (B) vested but unexercised Awards may only be exercised within the exercise period(s) determined by the Administrator; and (C) as to exercised Awards (including the Awards exercised under the aforementioned clause (B)), the Company has the right to repurchase the corresponding Shares at the then Fair Market Value of such Shares, which shall again be available for Award grants pursuant to this Plan.

(iii) **Termination for Cause.** Except as may be otherwise provided either in the Award Agreement or by action of the Administrator following the grant of the Award, if a Grantee’s status as a Service Provider is terminated for Cause, (A) all of such Grantee’s unexercised Awards, whether vested or unvested, shall be cancelled as of the date of such termination; (B) all Shares acquired pursuant to an Award by such Grantee shall be subject to repurchase by the Company at any time and from time to time at (i) the original Purchase Price or Exercise Price paid for the Shares; (ii) the par value of such Shares, if such Shares are issued under Restricted Share Units; or (iii) in the event the price was paid in services, then the Shares will be forfeited and cancelled without payment; and (C) all proceeds, gains or other economic benefit actually or constructively received by the Grantee upon any receipt or exercise of any Award (or a portion thereof), or upon the receipt or resale of any Shares underlying any Award (or a portion thereof), must be restituted to the Company. Any Shares covered by cancelled Awards, and any Shares repurchased or forfeited pursuant to this section, shall revert to the Plan and again be available for Award grants under this Plan.

(iv) **Termination for breach of Non-solicitation Obligations.** Except as may be otherwise expressly provided in the Award Agreement, if a Grantee breaches the Non-solicitation Obligations, whether or not a Grantee’s status as a Service Provider has been terminated, (A) all of such Grantee’s unexercised Awards, whether vested or unvested, shall be forfeited and cancelled; (B) all Shares acquired pursuant to an Award by such Grantee shall be unconditionally returned to the Company and any amounts paid by the Grantee for exercise of such Award will be nonrefundable; and (C) all proceeds, gains or other economic benefit actually or constructively received by the Grantee upon any receipt or exercise of any Award (or a portion thereof), or upon the receipt or resale of any Shares underlying any Award (or a portion thereof), must be restituted to the Company.

(v) **Termination for breach of confidentiality obligations.** Except as may be otherwise expressly provided in the Award Agreement, if a Grantee breaches the confidentiality obligations owed to any Group Member, including but not limited to the obligations regarding nondisclosure of the Group’s trade secrets and confidential information, whether or not a Grantee’s status as a Service Provider has been terminated, (A) all of such Grantee’s unexercised Awards, whether vested or unvested, shall be forfeited and cancelled; (B) all Shares acquired pursuant to an Award by such Grantee shall be unconditionally returned to the Company and any amounts paid by the Grantee for exercise of such Award will be nonrefundable; and (C) all proceeds, gains or other economic benefit actually or constructively received by the Grantee upon any receipt or exercise of any Award (or a portion thereof), or upon the receipt or resale of any Shares underlying any Award (or a portion thereof), must be restituted to the Company.
(vi) **Termination for behavior that may adversely affect interest of Group Member.** Except as may be otherwise expressly provided in the Award Agreement, if a Grantee’s behavior may adversely affect interest of any Group Member after termination of such Grantee’s status as a Service Provider, including but not limited to any defamation, tort or unfair competition against any Group Member, (A) all of such Grantee’s unexercised Awards, whether vested or unvested, shall be forfeited and cancelled; (B) all Shares acquired pursuant to an Award by such Grantee shall be unconditionally returned to the Company and any amounts paid by the Grantee for exercise of such Award will be nonrefundable; and (C) all proceeds, gains or other economic benefit actually or constructively received by the Grantee upon any receipt or exercise of any Award (or a portion thereof), or upon the receipt or resale of any Shares underlying any Award (or a portion thereof), must be restituted to the Company.

6. **Dividend Equivalents**

Subject to the then-effective Articles of Association of the Company, the Administrator may grant Dividend Equivalents on any Award and to any Service Provider. Dividend Equivalents with respect to an Award may be granted by the Administrator based on dividends declared on the Shares underlying such Award. Such Dividend Equivalents may be settled in cash, other property or a reduction in exercise price or base price of the relevant Award by such formula and at such time and subject to such limitations as may be determined by the Administrator.

7. **Options**

(a) **Form of Option Grant.** Each Option granted under this Plan will be evidenced by an Award Agreement which will expressly identify if the Option qualifies as an Incentive Stock Option, and will be in such form and contain such provisions (which need not be identical among each Grantee) as the Administrator may from time to time approve.

(b) **Exercise Price.** The exercise price per Share subject to an Option shall be determined by the Administrator and set forth in the Award Agreement, provided, however, no Option may be granted to a U.S. Person with an exercise price per Share which is less than the Fair Market Value of such Shares on the date of grant, without compliance with Section 409A of the Code or the Grantee’s consent. The exercise price per Share subject to an Option may be amended or adjusted in the absolute discretion of the Administrator, provided that such adjustment does not result in a materially adverse impact to the Grantee. For the avoidance of doubt, to the extent not prohibited by Applicable Law, any downward adjustment of the exercise prices of Options shall be effective without the approval of the affected Grantees.
(c) **Procedure of Exercise.** Options shall be exercised within the time period or upon the conditions determined by the Administrator in the Award Agreement. The Grantee shall issue a written notice of exercise in a form approved by the Administrator, stating the election to exercise the Option, the number of Shares in respect of which the Option is being exercised and any other terms and conditions required by the Company when an Option is exercised. Upon exercise of an Option, each Grantee shall execute and deliver to the Company the notice of exercise and go through the procedures set forth in the Award Agreement, together with payment in full of the Exercise Price for the number of shares being purchased and payment of any applicable Taxes.

(d) **Limitation on Exercise.** The Administrator may specify a reasonable minimum number of Shares that may be purchased on any exercise of an Option, provided that such minimum number will not prevent the Grantee from exercising the Option for the full number of Shares for which it is then exercisable.

(e) **No Disqualification.** Notwithstanding any other provision in this Plan, no term of this Plan relating to ISOs will be interpreted, amended or altered, nor will any discretion or authority granted under this Plan be exercised, so as to disqualify this Plan under Section 422 of the Code or, without the consent of the Grantee, to disqualify any Grantee’s ISO under Section 422 of the Code.

8. **Restricted Share**

(a) **Form of Restricted Share Award.** All grants of Restricted Share Awards made pursuant to this Plan shall be evidenced by an Award Agreement in such form (which need not be identical among each Grantee) as approved by the Administrator from time to time. The grant of Restricted Shares is deemed to be accepted by the Grantee’s execution and delivery of the Award Agreement and full payment for such Restricted Shares.

(b) **Purchase Price.** The Purchase Price of Restricted Shares shall be determined by the Administrator on the date the Restricted Share Award is granted or some other time as determined by the Administrator.

(c) **Restrictions.** All Restricted Shares shall, in the terms of each individual Award Agreement, be subject to such restrictions and vesting requirements as determined by the Administrator. Restricted Shares may not be sold or encumbered until all restrictions are terminated or expire. All Restricted Shares shall be held by the Company in escrow for the Grantee until all restrictions on such Restricted Shares have been removed.

(d) **Repurchase or Forfeiture of Restricted Shares.** If the Purchase Price for the Restricted Shares is paid by the Grantee in services, then upon termination as a Service Provider, the Grantee’s rights in unvested Restricted Shares then subject to restrictions shall lapse, and such Restricted Shares shall be surrendered or transferred to the Company without consideration.

9. **Restricted Share Units**

(a) **Form of Restricted Share Units Award.** All grants of RSUs made pursuant to this Plan shall be evidenced by an Award Agreement that shall be in such form (which need not be identical among each Grantee) as approved by the Administrator from time to time.

(b) **Form and Timing of Settlement.** To the extent permissible under the Applicable Law, the Administrator may permit a Grantee to defer payment under the RSUs to a date or dates after the RSU is earned. Payment may be made in the form of cash or whole Shares or a combination thereof, all as the Administrator determines.

10. **Share Appreciation Rights**

(a) **Form of Share Appreciation Rights.** All grants of SARs made pursuant to this Plan shall be evidenced by an Award Agreement that shall be in such form (which need not be identical among each Grantee) as approved by the Administrator from time to time.

(b) **Base Price.** The base price per Share, over which the appreciation of each SARs is to be measured, shall be a fixed or variable price determined by the Administrator by reference to the Fair Market Value of the Shares and set forth in the Award Agreement; provided, however, that for each U.S. Person such base price may not be established at a price less than the Fair Market Value on the date of grant. The base price per Share so established may be amended or adjusted in the absolute discretion of the Administrator, provided, that such adjustment does not result in a materially adverse impact to the Grantee. For the avoidance of doubt, to the extent not prohibited by Applicable Law, a downward adjustment in the base price mentioned in the preceding sentence shall be effective without the approval of the affected Grantee.

(c) **Exercise Procedure.** Any SAR Award granted hereunder shall be exercisable within such time or upon such conditions as determined by the Administrator. Upon exercise of a SAR Award, the Grantee shall execute and deliver to the Company a written notice in a form approved by the Administrator and go through the procedures in accordance with the Award Agreement, together with full payment of all applicable Taxes including which are required to be withheld or paid by the relevant Group Member.

11. **Payment for Purchases and Exercises**

(a) **Payment in General.** Payment for Shares acquired pursuant to this Plan may be made in cash (by check) or, where expressly approved for the Grantee by the Administrator and where permitted by Applicable law:

(i) by cancellation of indebtedness of any Group Member owed to the Grantee;

(ii) by waiver of compensation due or accrued to the Grantee from the relevant Group Member for services rendered;

(iii) provided that a public market for the Company’s Shares exists, by exercising through a “same day sale” commitment from the Grantee and a broker-dealer whereby the Grantee irrevocably elects to exercise the Award and to sell a portion of the Shares so purchased sufficient to pay the total Exercise
Price or Purchase Price, and whereby the broker-dealer irrevocably commits upon receipt of such Shares to forward the total Exercise Price or Purchase Price directly to the Company or the relevant Group Member; or
by any combination of the foregoing or any other method of payment as approved by the Administrator.

(b) *Withholding Taxes.* Whenever Shares are to be issued in satisfaction of Awards granted under this Plan, the Company may require the Grantee to remit to the Company or the relevant Group Member an amount sufficient to satisfy applicable tax withholding requirements prior to the issuance of any such Shares. Whenever, under this Plan, payments in satisfaction of Awards are to be made in cash by the Company, such payment will be net of an amount sufficient to satisfy applicable tax withholding requirements.

12. Corporate Transactions

(a) In the event that the Company is subject to a Deemed Liquidation Event, the Administrator may in its sole discretion take one or more of the following actions (which need not treat all outstanding Awards in an identical manner) without prior consent of the Grantees:

(i) the continuation of such outstanding Awards by the Company (if the Company is the successor entity);

(ii) the assumption, conversion or replacement of outstanding Awards by the successor entity (or its parent, if any) with other rights or property determined by the Administrator in its sole discretion; or the substitution of equivalent awards granted by the successor entity (or its parent, if any) with substantially similar terms for such outstanding Awards;

(iii) the full or partial exercisability or vesting and accelerated expiration of any outstanding Awards;

(iv) the settlement of the full value of such outstanding Awards (whether or not then vested or exercisable) in cash, cash equivalents, or securities of the successor entity (or its parent, if any) with a Fair Market Value equal to the required amount, followed by the cancellation of such Awards; provided however, that such Award may be cancelled without consideration if such Award has no value, as determined by the Administrator in good faith, in its discretion. Such payment may be made in installments and may be deferred until the date or dates when the Award would have become exercisable or vested; or,

(v) any other actions as the Administrator deems necessary.

(b) *Assumption of Awards by the Company.* The Company, from time to time, also may substitute or assume outstanding awards granted by another entity, whether in connection with an acquisition of such other entity or otherwise, by either (a) granting an Award under this Plan in substitution of such other entity’s award or (b) assuming and/or converting such award as if it had been granted under this Plan if the terms of such assumed award could be applied to an Award granted under this Plan. Such substitution or assumption will be permissible if the holder of the substituted or assumed award would have been eligible to be granted an Award under this Plan if the other entity had applied the rules of this Plan to such grant.
13. Restrictions

(a) **Non-Transferability.** Excepted as permitted otherwise in the Award Agreement, any Award granted under this Plan and any interest therein shall not be transferable or assignable by the Grantee, other than by will or by laws of descent and distribution.

(b) **Exchange and Buyout of Awards.** The Administrator may, at any time or from time to time, authorize the Company, with the consent of the respective Grantee, to issue new Awards in exchange for the surrender and cancellation of any or all outstanding Awards. The Administrator may reprice Options or SARs (and where such repricing is a reduction in the Exercise Price of outstanding Options or the base price of outstanding SARs, the consent of the affected Grantee is not required). The Administrator may at any time buy from a Grantee an Award previously granted with payment in cash, Shares (including Restricted Shares) or other consideration.

(c) **Privileges of Share Ownership.** No Grantee will have any of the rights of a shareholder with respect to any Shares until such Shares are issued to the Grantee by entry in the Company’s register of members. After Shares are issued and the Grantee is registered in the Company’s register of members, the Grantee will become a shareholder and have all the rights of a shareholder with respect to such Shares; provided, that if such Shares are Restricted Shares, then any new, additional or different securities the Grantee may become entitled to receive with respect to such Shares by virtue of a share dividend, share split or any other change in the corporate or capital structure of the Company will be subject to the same restrictions as the Restricted Shares.

(d) **Rights of First Refusal and Repurchase.** At the sole discretion of the Administrator, the Company may reserve to itself and/or its assignee(s) in the Award Agreement (a) a right of first refusal to purchase all Shares that a Grantee (or a subsequent transferee) may propose to transfer to a third party, provided that such right of first refusal terminates upon the Company’s initial public offering of its Shares, and (b) a right to repurchase unvested Shares held by a Grantee for cash and/or cancellation of purchase money indebtedness owed to the Company by the Grantee following such Grantee’s termination as a Service Provider.

(d) **Non-transaction.** All Share issued to the Grantees pursuant to the Plan may be subject to any stop-transfer orders and other restrictions as the Administrator deems necessary. In addition to the terms and conditions provided herein, the Administrator may require that a Grantee make such reasonable covenants, agreements, and representations as the Administrator, in its discretion, deems advisable in order to comply with any such laws, regulations, or requirements. The Administrator shall have the right to require a Grantee to comply with the timing or other restrictions with respect to the settlement or exercise of any Award, including a window-period limitation.

(e) **Escrow.** Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any certificates evidencing Shares issued pursuant to the exercise of any Award, unless and until the Administrator has determined that the issuance and delivery of such certificates is necessary in order to be in compliance with the Applicable Law; provided, however, to enforce any restrictions on a Grantee’s Shares, the Administrator may require the Grantee to deposit all certificates representing Shares, together with other instruments of transfer approved by the Administrator, appropriately endorsed in blank, with the Company or an agent designated by the Company to hold in escrow until such restrictions have lapsed or terminated. The Administrator may cause a legend or legends referencing such restrictions to be placed on the Share certificates.
14. **Securities Law Restrictions.**

(a) The Company intends that as long as it is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, and is not an investment company registered or required to be registered under the Investment Company Act of 1940, as amended, all grants of Awards and Shares issuable upon exercise or vesting of Awards shall be exempt from registration under the provisions of Section 5 of the Securities Act, and this Plan shall be administered in such a manner so as to preserve such exemption. The Company intends for this Plan to constitute a written compensatory benefit plan within the meaning of Rule 701(b) promulgated under the Securities Act. Unless otherwise designated by the Administrator at the time an Option is granted, all Awards granted under this Plan by the Company, and the issuance of any Shares pursuant thereto, are intended to be granted to (i) persons who meet the requirement of a “U.S. Person,” as such term is defined in Rule 902(k) promulgated under the Securities Act (“Regulation S”), in reliance on Rule 701, or (ii) persons other than persons who meet the requirement of a “U.S. Person”, in compliance with Regulation S or another exemption from registration under the Securities Act.

(b) **Section 409A.** To the extent that the Administrator determines that any Award granted to a U.S. Person under the Plan is subject to Section 409A of the Code, the Award Agreement evidencing such Award shall incorporate the terms and conditions required by Section 409A of the Code. To the extent applicable, the Plan and Award Agreements shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder. Notwithstanding any provision of the Plan to the contrary, in the event that the Administrator determines that any Award may be subject to Section 409A of the Code and related Department of Treasury guidance, the Administrator may adopt such amendments to the Plan and the applicable Award Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Administrator determines are necessary or appropriate to (a) exempt the Award from Section 409A of the Code and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section 409A of the Code and related Department of Treasury guidance and thereby avoid the application of any penalty taxes under such Section.
15. Effectiveness, Amendment and Termination of the Plan

(a) Effectiveness. This Plan shall become effective on the date that it is adopted by the Board (“Effective Date”).

(b) Term. Unless earlier terminated as provided herein, this Plan will automatically terminate ten (10) years after the Effective Date.

(c) Amendment and Termination. Except as provided otherwise in this Plan, the Board may at any time (A) terminate or amend this Plan in any respect, including without limitation amendment of any form of Award Agreement or other instrument to be executed pursuant to this Plan, provided that any amendment or termination that has a material and adverse effect on the rights of Grantees shall require their consents; and, (B) terminate any and all outstanding Options or SARs upon a winding up or liquidation of the Company, followed by the payment of creditors and the distribution of any remaining funds to the Company’s shareholders.

16. Miscellaneous General Rules

(a) No obligation to Employ. Neither the Plan nor any Award Agreement shall confer upon any Grantee any right with respect to continuing the Grantee’s relationship as a Service Provider with any Group Member, nor shall it interfere in any way any Group Member’s right to terminate such relationship at any time, with or without Cause.

(b) Non-exclusivity of the Plan. Neither the adoption of this Plan by the Administrator, the submission of this Plan to the Board for approval, nor any provision of this Plan will be construed as creating any limitations on the power of the Administrator to adopt such additional compensation arrangements as it may deem desirable, including, without limitation, the granting of share options and other equity awards otherwise than under this Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

(c) Joining a Competitor. Except as may be otherwise provided either in the Award Agreement or by action of the Administrator following the grant of the Award, (A) All Awards (whether vested or unvested) shall be cancelled as of the date of termination of the Grantee as a Service Provider; (B) all Shares issued pursuant to any Award (or a portion thereof) shall be subject to repurchase by the Company at (x) the original purchase price of such Shares, or (y) the par value of such Shares, if such Shares are issued in exchange for services which shall be considered the original purchase price, or (z) the par value of such Shares, if such Shares are issued under Restricted Share Units; and (C) all proceeds, gains or other economic benefit actually or constructively received by the Grantee upon any receipt or exercise of any Award (or a portion thereof), or upon the receipt or resale of any Shares underlying any Award (or a portion thereof), must be restituted to the Company, if within twenty-four (24) months of termination as a Service Provider, the Grantee (1) directly or indirectly, establishes, incorporates, forms, enters into, or participates in the Business as an owner, partner, principal or shareholder or other proprietor of any Competitor, (2) has become, is or becomes an officer, director, employee, consultant, adviser of, or otherwise, directly or indirectly, enter the employ of, continue any employment with or render any services to or for, any Competitor, or (3) knowingly performs or has performed any act that may confer a competitive benefit or advantage upon any Competitor (in each case as determined by the Administrator). Any unissued Shares covered by such cancelled Awards and any issued Shares repurchased at the original purchase price or par value pursuant to this Section shall revert to the Plan and again be available for grant or award under the Plan.
(d) **Governing Law.** This Plan shall be governed by the laws of the Cayman Islands.

(e) **Titles and Headings.** The titles and headings of the Sections in the Plan are for convenience of reference only and, in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control.

(f) **Language.** The official language of the Plan shall be English. To the extent that the Plan are translated from English into another language, the English version of the Plan will always govern, in the event that there are inconsistencies or ambiguities which may arise due to such translation.
INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT (this “Agreement”) is made as of ______________, 2021 by and between Xiaoju Kuaizhi Inc., an exempted company incorporated and existing under the laws of the Cayman Islands (the “Company”), and ______________, an individual, (Passport/PRC ID Card No. ______________) (the “Indemnitee”).

WHEREAS, the Indemnitee has agreed to serve as a director or officer of the Company and in such capacity will render valuable services to the Company; and

WHEREAS, in order to induce and encourage highly experienced and capable persons such as the Indemnitee to render valuable services to the Company, the board of directors of the Company (the “Board”) has determined that this Agreement is not only reasonable and prudent, but necessary to promote and ensure the best interests of the Company and its shareholders;

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, and other good and valuable consideration, including, without limitation, the service of the Indemnitee, the receipt of which hereby is acknowledged, and in order to induce the Indemnitee to render valuable services the Company, the Company and the Indemnitee hereby agree as follows:

1. Definitions. As used in this Agreement:

   (a) “Change in Control” shall mean a change in control of the Company of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar or successor schedule or form) promulgated under the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (collectively, the “Act”), whether or not the Company is then subject to such reporting requirement; provided, however, that, without limitation, such a Change in Control shall be deemed to have occurred (irrespective of the applicability of the initial clause of this definition) if (i) any “person” (as such term is used in Sections 13(d) and 14(d) of the Act, but excluding any trustee or other fiduciary holding securities pursuant to an employee benefit or welfare plan or employee share plan of the Company or any subsidiary or affiliate of the Company, or any entity organized, appointed, established or holding securities of the Company with voting power for or pursuant to the terms of any such plan) becomes the “beneficial owner” (as defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company’s then outstanding securities without the prior approval of at least two-thirds of the Continuing Directors (as defined below) in office immediately prior to such person’s attaining such interest; (ii) the Company is a party to a merger, consolidation, scheme of arrangement, sale of assets or other reorganization, or a proxy contest, as a consequence of which Continuing Directors in office immediately prior to such transaction or event constitute less than a majority of the Board of the Company (or any successor entity) thereafter; or (iii) during any period of two (2) consecutive years, individuals who at the beginning of such period constituted the Board of the Company (including for this purpose any new director whose election or nomination for election by the Company’s shareholders was approved by a vote of at least two-thirds of the directors then in office who were directors at the beginning of such period) (such directors being referred to herein as “Continuing Directors”) cease for any reason to constitute at least a majority of the Board of the Company.
(b) “Disinterested Director” with respect to any request by the Indemnitee for indemnification or advancement of expenses hereunder shall mean a director of the Company who neither is nor was a party to the Proceeding (as defined below) in respect of which indemnification or advancement is being sought by the Indemnitee.

(c) The term “Expenses” shall mean, without limitation, expenses of Proceedings, including attorneys’ fees, disbursements and retainers, accounting and witness fees, expenses related to preparation for service as a witness and to service as a witness, travel and deposition costs, expenses of investigations, judicial or administrative proceedings and appeals, amounts paid in settlement of a Proceeding by or on behalf of the Indemnitee, costs of attachment or similar bonds, any expenses of attempting to establish or establishing a right to indemnification or advancement of expenses, under this Agreement, the Company’s Memorandum of Association and Articles of Association as currently in effect (the “Articles”), applicable law or otherwise, and reasonable compensation for time spent by the Indemnitee in connection with the investigation, defense or appeal of a Proceeding or action for indemnification or advancement of expenses for which the Indemnitee is not otherwise compensated by the Company or any third party. The term “Expenses” shall not include the amount of judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, which are actually levied against or sustained by the Indemnitee to the extent sustained after final adjudication.

(d) The term “Independent Legal Counsel” shall mean any firm of attorneys reasonably selected by the Board of the Company, so long as such firm has not represented the Company, the Company’s subsidiaries or affiliates, the Indemnitee, any entity controlled by the Indemnitee, or any party adverse to the Company, within the preceding five (5) years. Notwithstanding the foregoing, the term “Independent Legal Counsel” shall not include any person who, under applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or the Indemnitee in an action to determine the Indemnitee’s right to indemnification or advancement of expenses under this Agreement, the Company’s Articles, applicable law or otherwise.

(e) The term “Proceeding” shall mean any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, or other proceeding (including, without limitation, an appeal therefrom), formal or informal, whether brought in the name of the Company or otherwise, whether of a civil, criminal, administrative or investigative nature, and whether by, in or involving a court or an administrative, other governmental or private entity or body (including, without limitation, an investigation by the Company or its Board), by reason of (i) the fact that the Indemnitee is or was a director or officer of the Company, or is or was serving at the request of the Company as an agent of another enterprise, whether or not the Indemnitee is serving in such capacity at the time any liability or expense is incurred for which indemnification or reimbursement is to be provided under this Agreement, (ii) any actual or alleged act or omission or neglect or breach of duty, including, without limitation, any actual or alleged error or misstatement or misleading statement, which the Indemnitee commits or suffers while acting in any such capacity, or (iii) the Indemnitee attempting to establish or establishing a right to indemnification or advancement of expenses pursuant to this Agreement, the Company’s Articles, applicable law or otherwise.
The phrase “serving at the request of the Company as an agent of another enterprise” or any similar terminology shall mean, unless the context otherwise requires, serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust, employee benefit or welfare plan or other enterprise, foreign or domestic. The phrase “serving at the request of the Company” shall include, without limitation, any service as a director/an executive officer of the Company which imposes duties on, or involves services by, such director/executive officer with respect to the Company or any of the Company’s subsidiaries, affiliates, employee benefit or welfare plans, such plan’s participants or beneficiaries or any other enterprise, foreign or domestic. In the event that the Indemnitee shall be a director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust, employee benefit or welfare plan or other enterprise, foreign or domestic, 50% or more of the ordinary shares, combined voting power or total equity interest of which is owned by the Company or any subsidiary or affiliate thereof, then it shall be presumed conclusively that the Indemnitee is so acting at the request of the Company.

2. Services by the Indemnitee. The Indemnitee agrees to serve as a director or officer of the Company under the terms of the Indemnitee’s agreement with the Company for so long as the Indemnitee is duly elected or appointed or until such time as the Indemnitee tenders a resignation in writing or is removed from the Indemnitee’s position; provided, however, that the Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or other obligation imposed by operation of law).

3. Proceedings by or in the Right of the Company. The Company shall indemnify the Indemnitee if the Indemnitee is a party to or threatened to be made a party to or is otherwise involved in any Proceeding by or in the right of the Company to procure a judgment in its favor by reason of the fact that the Indemnitee is or was a director or officer of the Company, or is or was serving at the request of the Company as an agent of another enterprise, against all Expenses, judgments, fines, interest or penalties, and excise taxes assessed with respect to any employee benefit or welfare plan, which are actually and reasonably incurred by the Indemnitee in connection with the defense or settlement of such a Proceeding, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company; except that no indemnification under this section shall be made in respect of any claim, issue or matter as to which such person shall have been adjudicated by final judgment by a court of competent jurisdiction to be liable to the Company for willful misconduct in the performance of his/her duty to the Company, unless and only to the extent that the court in which such Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such amounts which such other court shall deem proper.

4. Proceeding Other Than a Proceeding by or in the Right of the Company. The Company shall indemnify the Indemnitee if the Indemnitee is a party to or threatened to be made a party to or is otherwise involved in any Proceeding (other than a Proceeding by or in the right of the Company), by reason of the fact that the Indemnitee is or was a director or officer of the Company, or is or was serving at the request of the Company as an agent of another enterprise, against all Expenses, judgments, fines, interest or penalties, and excise taxes assessed with respect to any employee benefit or welfare plan, which are actually and reasonably incurred by the Indemnitee in connection with such a Proceeding, to the fullest extent permitted by applicable law; provided, however, that any settlement of a Proceeding must be approved in advance in writing by the Company (which approval shall not be unreasonably withheld).
5. **Indemnification for Costs, Charges and Expenses of Witness or Successful Party.** Notwithstanding any other provision of this Agreement (except as set forth in subparagraph 9(a) hereof), and without a requirement for determination as required by Paragraph 8 hereof, to the extent that the Indemnitee (a) has prepared to serve or has served as a witness in any Proceeding in any way relating to (i) the Company or any of the Company’s subsidiaries, affiliates, employee benefit or welfare plans or such plan’s participants or beneficiaries or (ii) anything done or not done by the Indemnitee as a director or officer of the Company or in connection with serving at the request of the Company as an agent of another enterprise, or (b) has been successful in defense of any Proceeding or in defense of any claim, issue or matter therein, on the merits or otherwise, including the dismissal of a Proceeding without prejudice or the settlement of a Proceeding without an admission of liability, the Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee in connection therewith to the fullest extent permitted by applicable law.

6. **Partial Indemnification.** If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for a portion of the Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, which are actually and reasonably incurred by the Indemnitee in the investigation, defense, appeal or settlement of any Proceeding, but not, however, for the total amount of the Indemnitee’s Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, then the Company shall nevertheless indemnify the Indemnitee for the portion of such Expenses, judgments, fines, interest or penalties or excise taxes to which the Indemnitee is entitled.

7. **Advancement of Expenses.** The Expenses incurred by the Indemnitee in any Proceeding shall be paid promptly by the Company in advance of the final disposition of the Proceeding at the written request of the Indemnitee to the fullest extent permitted by applicable law; provided, however, that the Indemnitee shall set forth in such request reasonable evidence that such Expenses have been incurred by the Indemnitee in connection with such Proceeding, a statement that such Expenses do not relate to any matter described in subparagraph 9(a) of this Agreement, and an undertaking in writing to repay any advances if it is ultimately determined as provided in subparagraph 8(b) of this Agreement that the Indemnitee is not entitled to indemnification under this Agreement.

8. **Indemnification Procedure; Determination of Right to Indemnification.**

   (a) Promptly after receipt by the Indemnitee of notice of the commencement of any Proceeding, the Indemnitee shall, if a claim for indemnification or advancement of Expenses in respect thereof is to be made against the Company under this Agreement, notify the Company of the commencement thereof in writing. The omission to so notify the Company will not relieve the Company from any liability which the Company may have to the Indemnitee under this Agreement unless the Company shall have lost significant substantive or procedural rights with respect to the defense of any Proceeding as a result of such omission to so notify.

   (b) The Indemnitee shall be conclusively presumed to have met the relevant standards of conduct, if any, as defined by applicable law, for indemnification pursuant to this Agreement and shall be absolutely entitled to such indemnification, unless a determination is made that the Indemnitee has not met such standards by a court of competent jurisdiction.
If a claim for indemnification or advancement of Expenses under this Agreement is not paid by the Company within thirty (30) days after receipt by the Company of written notice thereof, the rights provided by this Agreement shall be enforceable by the Indemnitee in any court of competent jurisdiction. Such judicial proceeding shall be made de novo. The burden of proving that indemnification or advances are not appropriate shall be on the Company. Neither the failure of the directors or shareholders of the Company or Independent Legal Counsel to have made a determination prior to the commencement of such action that indemnification or advancement of Expenses is proper in the circumstances because the Indemnitee has met the applicable standard of conduct, if any, nor an actual determination by the directors or shareholders of the Company or Independent Legal Counsel that the Indemnitee has not met the applicable standard of conduct shall be a defense to an action by the Indemnitee or create a presumption for the purpose of such an action that the Indemnitee has not met the applicable standard of conduct. The termination of any Proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself (i) create a presumption that the Indemnitee did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Company and/or its shareholders, and, with respect to any criminal Proceeding, that the Indemnitee had reasonable cause to believe that his conduct was unlawful or (ii) otherwise adversely affect the rights of the Indemnitee to indemnification or advancement of Expenses under this Agreement, except as may be provided herein.

If a court of competent jurisdiction shall determine that the Indemnitee is entitled to any indemnification or advancement of Expenses hereunder, the Company shall pay all Expenses actually and reasonably incurred by the Indemnitee in connection with such adjudication (including, but not limited to, any appellate proceedings).

With respect to any Proceeding for which indemnification or advancement of Expenses is requested, the Company will be entitled to participate therein at its own expense and, except as otherwise provided below, to the extent that it may wish, the Company may assume the defense thereof, with counsel reasonably satisfactory to the Indemnitee. After notice from the Company to the Indemnitee of its election to assume the defense of a Proceeding, the Company will not be liable to the Indemnitee under this Agreement for any Expenses subsequently incurred by the Indemnitee in connection with the defense thereof, other than as provided below. The Company shall not settle any Proceeding in any manner which would impose any penalty or limitation on the Indemnitee without the Indemnitee’s written consent. The Indemnitee shall have the right to employ his/her own counsel in any Proceeding, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense of the Proceeding shall be at the expense of the Indemnitee, unless (i) the employment of counsel by the Indemnitee has been authorized by the Company, (ii) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee in the conduct of the defense of a Proceeding, or (iii) the Company shall not in fact have employed counsel to assume the defense of a proceeding, in each of which cases the fees and expenses of the Indemnitee’s counsel shall be advanced by the Company. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which the Indemnitee has reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee.
9. **Limitations on Indemnification.** No payments pursuant to this Agreement shall be made by the Company:

(a) To indemnify or advance funds to the Indemnitee for Expenses with respect to (i) Proceedings initiated or brought voluntarily by the Indemnitee and not by way of defense, except with respect to Proceedings brought to establish or enforce a right to indemnification under this Agreement or any other statute or law or otherwise as required under applicable law or (ii) Expenses incurred by the Indemnitee in connection with preparing to serve or serving, prior to a Change in Control, as a witness in cooperation with any party or entity who or which has threatened or commenced any action or proceeding against the Company, or any director, officer, employee, trustee, agent, representative, subsidiary, parent corporation or affiliate of the Company, but such indemnification or advancement of Expenses in each such case may be provided by the Company if the Board finds it to be appropriate;

(b) To indemnify the Indemnitee for any Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, sustained in any Proceeding for which payment is actually made to the Indemnitee under a valid and collectible insurance policy, except in respect of any excess beyond the amount of payment under such insurance;

(c) To indemnify the Indemnitee for any Expenses, judgments, fines, interest or penalties sustained in any Proceeding for an accounting of profits made from the purchase or sale by the Indemnitee of securities of the Company pursuant to the provisions of Section 16(b) of the Act or similar provisions of any foreign or United States federal, state or local statute or regulation;

(d) To indemnify the Indemnitee for any Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, for which the Indemnitee is indemnified by the Company otherwise than pursuant to this Agreement;

(e) To indemnify the Indemnitee for any Expenses (including without limitation any Expenses relating to a Proceeding attempting to enforce this Agreement), judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, on account of the Indemnitee’s conduct if such conduct shall be finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct, including, without limitation, breach of the duty of loyalty; or

(f) If a court of competent jurisdiction finally determines that any indemnification hereunder is unlawful. In this respect, the Company and the Indemnitee have been advised that the U.S. Securities and Exchange Commission takes the position that indemnification for liabilities arising under securities laws is against public policy and is, therefore, unenforceable and that claims for indemnification should be submitted to appropriate courts for adjudication;

(g) To indemnify the Indemnitee in connection with Indemnitee’s personal tax matter; or

(h) To indemnify the Indemnitee with respect to any claim related to any dispute or breach arising under any contract or similar obligation between the Company or any of its subsidiaries or affiliates and such Indemnitee.
10. Continuation of Indemnification. All agreements and obligations of the Company contained herein shall continue during the period that the Indemnitee is a director or officer of the Company (or is or was serving at the request of the Company as an agent of another enterprise, foreign or domestic) and shall continue thereafter so long as the Indemnitee shall be subject to any possible Proceeding by reason of the fact that the Indemnitee was a director or officer of the Company or serving in any other capacity referred to in this Paragraph 10.

11. Indemnification Hereunder Not Exclusive. The indemnification provided by this Agreement shall not be deemed to be exclusive of any other rights to which the Indemnitee may be entitled under the Company’s Articles, any agreement, vote of shareholders or vote of Disinterested Directors, provisions of applicable law, or otherwise, both as to action or omission in the Indemnitee’s official capacity and as to action or omission in another capacity on behalf of the Company while holding such office.

12. Successors and Assigns.

(a) This Agreement shall be binding upon the Indemnitee, and shall inure to the benefit of, the Indemnitee and the Indemnitee’s heirs, executors, administrators and assigns, whether or not the Indemnitee has ceased to be a director or officer, and the Company and its successors and assigns. Upon the sale of all or substantially all of the business, assets or share capital of the Company to, or upon the merger of the Company into or with, any corporation, partnership, joint venture, trust or other person, this Agreement shall inure to the benefit of and be binding upon both the Indemnitee and such purchaser or successor person. Subject to the foregoing, this Agreement may not be assigned by either party without the prior written consent of the other party hereto.

(b) If the Indemnitee is deceased and is entitled to indemnification under any provision of this Agreement, the Company shall indemnify the Indemnitee’s estate and the Indemnitee’s spouse, heirs, executors, administrators and assigns against, and the Company shall, and does hereby agree to assume, any and all Expenses actually and reasonably incurred by or for the Indemnitee or the Indemnitee’s estate, in connection with the investigation, defense, appeal or settlement of any Proceeding. Further, when requested in writing by the spouse of the Indemnitee, and/or the Indemnitee’s heirs, executors, administrators and assigns, the Company shall provide appropriate evidence of the Company’s agreement set out herein to indemnify the Indemnitee against and to itself assume such Expenses.

13. Subrogation. In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights.

14. Severability. Each and every paragraph, sentence, term and provision of this Agreement is separate and distinct so that if any paragraph, sentence, term or provision thereof shall be held to be invalid, unlawful or unenforceable for any reason, such invalidity, unlawfulness or unenforceability shall not affect the validity, unlawfulness or enforceability of any other paragraph, sentence, term or provision hereof. To the extent required, any paragraph, sentence, term or provision of this Agreement may be modified by a court of competent jurisdiction to preserve its validity and to provide the Indemnitee with the broadest possible indemnification permitted under applicable law. The Company’s inability, pursuant to a court order or decision, to perform its obligations under this Agreement shall not constitute a breach of this Agreement.
15. **Savings Clause.** If this Agreement or any paragraph, sentence, term or provision hereof is invalidated on any ground by any court of competent jurisdiction, the Company shall nevertheless indemnify the Indemnitee as to any Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, which are incurred with respect to any Proceeding to the fullest extent permitted by any (a) applicable paragraph, sentence, term or provision of this Agreement that has not been invalidated or (b) applicable law.

16. **Interpretation; Governing Law.** This Agreement shall be construed as a whole and in accordance with its fair meaning and any ambiguities shall not be construed for or against either party. Headings are for convenience only and shall not be used in construing meaning. This Agreement shall be governed and interpreted in all respects in accordance with the laws of the Cayman Islands without regard to the conflict of laws principles thereof.

17. **Amendments.** No amendment, waiver, modification, termination or cancellation of this Agreement shall be effective unless in writing signed by the party against whom enforcement is sought. The indemnification rights afforded to the Indemnitee hereby are contract rights and may not be diminished, eliminated or otherwise affected by amendments to the Company’s Articles, or by other agreements, including directors’ and officers’ liability insurance policies, of the Company.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other.

19. **Notices.** Any notice required to be given under this Agreement shall be directed to the Company at No. 1 Block B, Shangdong Digital Valley, No. 8 Dongbeiwang West Road, Haidian District, Beijing, People’s Republic of China, Attention: Chief Financial Officer, and to the Indemnitee at __________ or to such other address as either party shall designate to the other in writing.

[The remainder of this page is intentionally left blank.]
IN WITNESS WHEREOF, the parties have executed this Indemnification Agreement as of the date first written above.

XIAOJU KUAIZHI INC.

By: 
Name: 
Title: 

INDEMNITEE

By: 
Name: 

[Signature Page to Indemnification Agreement]
EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the “Agreement”) is entered into as of ______, 2021 by and between Xiaoju Kuaizhi Inc., an exempted company incorporated and existing under the laws of the Cayman Islands (the “Company”) and ______ (Passport/ID Card No. ______) (the “Executive”).

RECITALS

WHEREAS, the Company desires to employ the Executive and to assure itself of the services of the Executive during the term of Employment (as defined below) and under the terms and conditions of the Agreement;

WHEREAS, the Executive desires to be employed by the Company during the term of Employment and under the terms and conditions of the Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the Company and the Executive agree as follows:

1. EMPLOYMENT

The Company hereby agrees to employ the Executive and the Executive hereby accepts such employment, on the terms and conditions hereinafter set forth (the “Employment”).

2. TERM

Subject to the terms and conditions of the Agreement, the initial term of the Employment shall be ___ years, commencing on ______, 2021 (the “Effective Date”) and ending on ______, ___ (the “Initial Term”), unless terminated earlier pursuant to the terms of the Agreement. Upon expiration of the Initial Term of the Employment, the Employment shall be automatically extended for successive periods of ___ months each (each, an “Extension Period”) unless either party shall have given 60 days advance written notice to the other party, in the manner set forth in Section 19 below, prior to the end of the Initial Term or the Extension Period in question, as applicable, that the term of this Agreement that is in effect at the time such written notice is given is not to be extended or further extended, as the case may be (the period during which this Agreement is effective being referred to hereafter as the “Term”).
3. POSITION AND DUTIES

(a) During the Term, the Executive shall serve as ______ of the Company or in such other position or positions with a level of duties and responsibilities consistent with the foregoing with the Company and/or its subsidiaries and affiliates as the board of directors of the Company (the “Board”) may specify from time to time and shall have the duties, responsibilities and obligations customarily assigned to individuals serving in the position or positions in which the Executive serves hereunder and as assigned by the Board, or with the Board’s authorization, by the Company’s Chief Executive Officer.

(b) The Executive agrees to serve without additional compensation, if elected or appointed thereto, as a director of the Company or any subsidiaries or affiliated entity of the Company (collectively, the “Group”) and as a member of any committees of the board of directors of any such entity, provided that the Executive is indemnified for serving in any and all such capacities on a basis no less favorable than is currently provided to any other director of any member of the Group.

(c) The Executive agrees to devote all of his/her working time and efforts to the performance of his/her duties for the Company and to faithfully and diligently serve the Company in accordance with the Agreement and the guidelines, policies and procedures of the Company approved from time to time by the Board.

4. NO BREACH OF CONTRACT

The Executive hereby represents to the Company that: (i) the execution and delivery of the Agreement by the Executive and the performance by the Executive of the Executive’s duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any other agreement or policy to which the Executive is a party or by which the Executive is otherwise bound, except that the Executive does not make any representation with respect to agreements required to be entered into by and between the Executive and any member of the Group pursuant to the applicable law of the jurisdiction in which the Executive is based, if any; (ii) that the Executive is not in possession of any information (including, without limitation, confidential information and trade secrets) the knowledge of which would prevent the Executive from freely entering into the Agreement and carrying out his/her duties hereunder; and (iii) that the Executive is not bound by any confidentiality, trade secret or similar agreement with any person or entity other than any member of the Group.
5. LOCATION

The Executive will be based in ______, ___ or any other location as requested by the Company during the Term.

6. COMPENSATION AND BENEFITS

(a) **Cash Compensation.** As compensation for the performance by the Executive of his/her obligations hereunder, during the Term, the Company shall pay the Executive cash compensation (inclusive of the statutory benefit contributions that the Company is required to set aside for the Executive under applicable law) pursuant to Schedule A hereto, subject to annual review and adjustment by the Board or any committee designated by the Board.

(b) **Equity Incentives.** During the Term, the Executive shall be eligible to participate, at a level comparable to similarly situated executives of the Company, in such long-term compensation arrangements as may be authorized from time to time by the Board, including any share incentive plan the Company may adopt from time to time in its sole discretion.

(c) **Benefits.** During the Term, the Executive shall be entitled to participate in all of the employee benefit plans and arrangements made available by the Company to its similarly situated executives, including, but not limited to, any retirement plan, medical insurance plan and travel/holiday policy, subject to and on a basis consistent with the terms, conditions and overall administration of such plans and arrangements.

7. TERMINATION OF THE AGREEMENT

The Employment may be terminated as follows:

(a) **Death.** The Employment shall terminate upon the Executive’s death.

(b) **Disability.** The Employment shall terminate if the Executive has a disability, including any physical or mental impairment which, as reasonably determined by the Board, renders the Executive unable to perform the essential functions of his/her position at the Company, even with reasonable accommodation that does not impose an undue burden on the Company, for more than 180 days in any 12-month period, unless a longer period is required by applicable law, in which case that longer period shall apply.

(c) **Cause.** The Company may terminate the Executive’s employment hereunder for Cause. The occurrence of any of the following, as reasonably determined by the Board, shall be a reason for Cause, provided that, if the Board determines that the circumstances constituting Cause are curable, then such circumstances shall not constitute Cause unless and until the Executive has been informed by the Company of the existence of Cause and given an opportunity of ten business days to cure, and such Cause remains uncured at the end of such ten-day period:
(1) continued failure by the Executive to satisfactorily perform his/her duties;
(2) willful misconduct or gross negligence by the Executive in the performance of his/her duties hereunder, including insubordination;
(3) the Executive’s conviction or entry of a guilty or nolo contendere plea of any felony or any misdemeanor involving moral turpitude;
(4) the Executive’s commission of any act involving dishonesty that results in material financial, reputational or other harm, monetary or otherwise, to any member of the Group, including but not limited to an act constituting misappropriation or embezzlement of the property of any member of the Group as determined in good faith by the Board; or
(5) any material breach by the Executive of this Agreement.

(d) **Good Reason.** The Executive may terminate his/her employment hereunder for “Good Reason” upon the occurrence, without the written consent of the Company, of an event constituting a material breach of this Agreement by the Company that has not been fully cured within ten business days after written notice thereof has been given by the Executive to the Company setting forth in sufficient detail the conduct or activities the Executive believes constitute grounds for Good Reason, including but not limited to:

(1) the failure by the Company to pay to the Executive any portion of the Executive’s current compensation or to pay to the Executive any portion of an installment of deferred compensation under any deferred compensation program of the Company, within 20 business days of the date such compensation is due; or
(2) any material breach by the Company of this Agreement.

(e) **Without Cause by the Company; Without Good Reason by the Executive.** The Company may terminate the Executive’s employment hereunder at any time without Cause upon 60-day prior written notice to the Executive. The Executive may terminate the Executive’s employment voluntarily for any reason or no reason at any time by giving 60-day prior written notice to the Company.

(f) **Notice of Termination.** Any termination of the Executive’s employment under the Agreement shall be communicated by written notice of termination (“Notice of Termination”) from the terminating party to the other party. The notice of termination shall indicate the specific provision(s) of the Agreement relied upon in effecting the termination.

(g) **Date of Termination.** The “Date of Termination” shall mean (1) the date set forth in the Notice of Termination, or (2) if the Executive’s employment is terminated by the Executive’s death, the date of his/her death.
(h) **Compensation upon Termination.**

(1) **Death.** If the Executive’s employment is terminated by reason of the Executive’s death, the Company shall have no further obligations to the Executive under this Agreement and the Executive’s benefits shall be determined under the Company’s retirement, insurance and other benefit and compensation plans or programs then in effect in accordance with the terms of such plans and programs.

(2) **By Company without Cause or by the Executive for Good Reason.** If the Executive’s employment is terminated by the Company other than for Cause or by the Executive for Good Reason, the Company shall (A) continue to pay and otherwise provide to the Executive, during any notice period, all compensation, base salary and previously earned but unpaid incentive compensation, if any, and shall continue to allow the Executive to participate in any benefit plans in accordance with the terms of such plans during such notice period; and (B) pay to the Executive, in lieu of benefits under any severance plan or policy of the Company, any such amount as may be agreed between the Company and the Executive.

(3) **By Company for Cause or by the Executive other than for Good Reason.** If the Executive’s employment shall be terminated by the Company for Cause or by the Executive other than for Good Reason, the Company shall pay the Executive his/her base salary at the rate in effect at the time Notice of Termination is given through the Date of Termination, and the Company shall have no additional obligations to the Executive under this Agreement.

(i) **Return of Company Property.** The Executive agrees that following the termination of the Executive’s employment for any reason, or at any time prior to the Executive’s termination upon the request of the Company, he/she shall return all property of the Group that is then in or thereafter comes into his/her possession, including, but not limited to, any Confidential Information (as defined below) or Intellectual Property (as defined below), or any other documents, contracts, agreements, plans, photographs, projections, books, notes, records, electronically stored data, and all copies, excerpts, or summaries of the foregoing, as well as any automobile or other materials or equipment supplied by the Group to the Executive, if any.

(j) **Requirement for a Release.** Notwithstanding the foregoing, the Company’s obligations to pay or provide any benefits shall (1) cease as of the date the Executive breaches any of the provisions of Sections 8, 9, and 11 hereof, and (2) be conditioned on the Executive signing the Company’s customary release of claims in favor of the Group and the expiration of any revocation period provided for in such release.
8. CONFIDENTIALITY AND NONDISCLOSURE

(a) Confidentiality and Non-Disclosure

(1) The Executive acknowledges and agrees that: (A) the Executive holds a position of trust and confidence with the Company and that his/her employment by the Company will require that the Executive have access to and knowledge of valuable and sensitive information, material, and devices relating to the Company and/or its business, activities, products, services, business partners, customers, and drivers; including, but not limited to, the following, regardless of the form in which the same is accessed, maintained or stored: prior, current or future research or development activities of the Company; the products and services provided or offered by the Company to customers or potential customers and the manner in which such services are performed or to be performed; the product and/or service needs of actual or prospective customers; pricing and cost information; information concerning the development, engineering, design, specifications, acquisition or disposition of products, and/or services of the Company; user base personal data, programs, software and source codes, licensing information, personnel information, advertising client information, vendor information, marketing plans and techniques, forecasts, and other trade secrets ("Confidential Information"); and (B) the direct and indirect disclosure of any such Confidential Information would place the Company at a competitive disadvantage and would do damage, monetary or otherwise, to the Company’s business.

(2) During the Term and at all times thereafter, the Executive shall not, directly or indirectly, whether individually, as a director, stockholder, owner, partner, employee, consultant, principal or agent of any business, or in any other capacity, publish or make known, disclose, furnish, reproduce, make available, or utilize any of the Confidential Information without the prior express written approval of the Company, other than in the proper performance of the duties contemplated herein, unless and until such Confidential Information is or shall become general public knowledge through no fault of the Executive.

(3) In the event that the Executive is required by law to disclose any Confidential Information, the Executive agrees to give the Company prompt advance written notice thereof and to provide the Company with reasonable assistance in obtaining an order to protect the Confidential Information from public disclosure.

(4) The failure to mark any Confidential Information as confidential shall not affect its status as Confidential Information under this Agreement.
Third Party Information in the Executive’s Possession. The Executive agrees that he/she shall not, during the Term, (1) improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity with which the Executive has an agreement or duty to keep in confidence information acquired by Executive, if any, or (2) bring into the premises of Company any document or confidential or proprietary information belonging to such former employer, person or entity unless consented to in writing by such former employer, person or entity. The Executive will indemnify the Company and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys’ fees and costs of litigation, arising out of or in connection with any violation of the foregoing.

Third Party Information in the Company’s Possession. The Executive recognizes that the Company may have received, and in the future may receive, from third parties their confidential or proprietary information subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Executive agrees that the Executive owes the Company and such third parties, during the Term and thereafter, a duty to hold all such confidential or proprietary information in strict confidence and not to disclose such information to any person or firm, or otherwise use such information, in a manner inconsistent with the limited purposes permitted by the Company’s agreement with such third party.

This Section 8 shall survive the termination of the Agreement for any reason. In the event the Executive breaches this Section 8, the Company shall have right to seek remedies permissible under applicable law.

9. INTELLECTUAL PROPERTY

(a) Prior Inventions. The Executive has attached hereto, as Schedule B, a list describing all inventions, ideas, improvements, designs and discoveries, whether or not patentable and whether or not reduced to practice, original works of authorship and trade secrets made or conceived by or belonging to the Executive (whether made solely by the Executive or jointly with others) that (1) were developed by Executive prior to the Executive’s employment by the Company (collectively, “Prior Inventions”), (2) relate to the Company’s actual or proposed business, products or research and development, and (3) are not assigned to the Company hereunder; or, if no such list is attached, the Executive represents that there are no such Prior Inventions. Except to the extent set forth in Schedule B, the Executive hereby acknowledges that, if in the course of his/her service for the Company, the Executive incorporates into a Company product, process or machine a Prior Invention owned by the Executive or in which he/she has an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide right and license (which may be freely transferred by the Company to any other person or entity) to make, have made, modify, use, sell, sublicense and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.
(b) **Assignment of Intellectual Property.** The Executive hereby assigns to the Company or its designees, without further consideration and free and clear of any lien or encumbrance, the Executive’s entire right, title, and interest (within the United States and all foreign jurisdictions) to any and all inventions, discoveries, improvements, developments, works of authorship, concepts, ideas, plans, specifications, software, formulas, databases, designees, processes and contributions to Confidential Information created, conceived, developed or reduced to practice by the Executive (alone or with others) during the Term which (1) are related to the Company’s current or anticipated business, activities, products, or services, (2) result from any work performed by Executive for the Company, or (3) are created, conceived, developed or reduced to practice with the use of Company property, including any and all Intellectual Property Rights (as defined below) therein (“Work Product”). Any Work Product which falls within the definition of “work made for hire,” as such term is defined in the U.S. Copyright Act, shall be considered a “work made for hire,” the copyright in which vests initially and exclusively in the Company. The Executive waives any rights to be attributed as the author of any Work Product and any “droit moral” (moral rights) in Work Product. The Executive agrees to immediately disclose to the Company all Work Product. For purposes of this Agreement, “Intellectual Property” shall mean any patent, copyright, trademark or service mark, trade secret, or any other proprietary rights protection legally available.

(c) **Patent and Copyright Registration.** The Executive agrees to execute and deliver any instruments or documents and to do all other things reasonably requested by the Company in order to more fully vest the Company with all ownership rights in the Work Product. If any Work Product is deemed by the Company to be patentable or otherwise registrable, the Executive shall assist the Company (at the Company’s expense) in obtaining letters of patent or other applicable registration therein and shall execute all documents and do all things, including testifying (at the Company’s expense) as necessary or appropriate to apply for, prosecute, obtain, or enforce any Intellectual Property right relating to any Work Product. Should the Company be unable to secure the Executive’s signature on any document deemed necessary to accomplish the foregoing, whether due to the Executive’s disability or other reason, the Executive hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as the Executive’s agent and attorney-in-fact to act for and on the Executive’s behalf and stead to take any of the actions required of Executive under the previous sentence, with the same effect as if executed and delivered by the Executive, such appointment being coupled with an interest.

This Section 9 shall survive the termination of the Agreement for any reason. In the event the Executive breaches this Section 9, the Company shall have right to seek remedies permissible under applicable law.
10. **CONFLICTING EMPLOYMENT**

The Executive hereby agrees that, during the Term, he/she will not engage in any other employment, occupation, consulting or other business activity related to the business in which the Company is now involved or becomes involved during the Term, nor will the Executive engage in any other activities that conflict with his/her obligations to the Company without the prior written consent of the Company.

11. **NON-COMPETITION AND NON-SOLICITATION**

(a) **Non-Competition.** In consideration of the compensation provided to the Executive by the Company hereunder, the adequacy of which is hereby acknowledged by the parties hereto, the Executive agree that during the Term and for a period of two years following the termination of the Employment for whatever reason, the Executive shall not engage in Competition (as defined below) with the Group. For purposes of this Agreement, “Competition” by the Executive shall mean the Executive’s engaging in, or otherwise directly or indirectly being employed by or acting as a consultant or lender to, or being a director, officer, employee, principal, agent, stockholder, member, owner or partner of, or permitting the Executive’s name to be used in connection with the activities of, any other business or organization which competes, directly or indirectly, with the Group in the Business; provided, however, it shall not be a violation of this Section 11(a) for the Executive to become the registered or beneficial owner of up to five percent (5%) of any class of the capital stock of a publicly traded corporation in Competition with the Group, provided that the Executive does not otherwise participate in the business of such corporation.

For purposes of this Agreement, “Business” means the operation of mobility, auto solutions, electric mobility, autonomous driving, bike and e-bike sharing, freight, food delivery and provision of related services and any other business which the Group engages in, or is preparing to become engaged in, during the Term.

(b) **Non-Solicitation; Non-Interference.** During the Term and for a period of one year following the termination of the Executive’s employment for any reason, the Executive agrees that he/she will not, directly or indirectly, for the Executive’s benefit or for the benefit of any other person or entity, do any of the following:

1. solicit from any customer doing business with the Group during the Term business of the same or of a similar nature to the Business;
2. solicit from any known potential customer of the Group business of the same or of a similar nature to that which has been the subject of a known written or oral bid, offer or proposal by the Group, or of substantial preparation with a view to making such a bid, proposal or offer;
3. solicit the employment or services of, or hire or engage, any person who is known to be employed or engaged by the Group; or
otherwise interfere with the business or accounts of the Group, including, but not limited to, with respect to any relationship or agreement between the Group and any vendor or supplier.

(c) **Injunctive Relief; Indemnity of Company.** The Executive agrees that any breach or threatened breach of subsections (a) and (b) of this Section 11 would result in irreparable injury and damage to the Company for which an award of money to the Company would not be an adequate remedy. The Executive therefore also agrees that in the event of said breach or any reasonable threat of breach, the Company shall be entitled to seek an immediate injunction and restraining order to prevent such breach and/or threatened breach and/or continued breach by the Executive and/or any and all persons and/or entities acting for and/or with the Executive. The terms of this paragraph shall not prevent the Company from pursuing any other available remedies for any breach or threatened breach hereof, including, but not limited to, remedies available under this Agreement and the recovery of damages. The Executive and the Company further agree that the provisions of this Section 11 are reasonable. The Executive agrees to indemnify and hold harmless the Company from and against all reasonable expenses (including reasonable fees and disbursements of counsel) which may be incurred by the Company in connection with, or arising out of, any violation of this Agreement by the Executive. This Section 11 shall survive the termination of the Agreement for any reason.

### 12. WITHHOLDING TAXES

Notwithstanding anything else herein to the contrary, the Company may withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to the Agreement such national, state, provincial, local or any other income, employment, or other taxes as may be required to be withheld pursuant to any applicable law or regulation.

### 13. ASSIGNMENT

The Agreement is personal in its nature and neither of the parties hereto shall, without the consent of the other, assign or transfer the Agreement or any rights or obligations hereunder; provided, however, that the Company may assign or transfer the Agreement or any rights or obligations hereunder to any member of the Group without such consent. If the Executive should die while any amounts would still be payable to the Executive hereunder if the Executive had continued to live, all such amounts unless otherwise provided herein shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or other designee or, if there be no such designee, to the Executive’s estate. The Company will require any and all successors (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if the Company had terminated the Executive’s employment other than for Cause, except that for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination. As used in this Section 13, “Company” shall mean the Company as herein before defined and any successor to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Section 13 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.
14. SEVERABILITY

If any provision of the Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of the Agreement are declared to be severable.

15. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement and understanding between the Executive and the Company regarding the terms of the Employment and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The Executive acknowledges that he/she has not entered into the Agreement in reliance upon any representation, warranty or undertaking which is not set forth in the Agreement.

16. GOVERNING LAW

The Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands.

17. AMENDMENT

The Agreement may not be amended, modified or changed (in whole or in part), except by a formal, definitive written agreement expressly referring to the Agreement, which agreement is executed by both of the parties hereto.

18. WAIVER

Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.
19. **NOTICES**

All notices, requests, demands, and other communications required or permitted under the Agreement shall be in writing and shall be deemed to have been duly given and made if (i) delivered by hand, (ii) otherwise delivered against receipt therefor, (iii) sent by a recognized courier with next-day or second-day delivery to the last known address of the other party; or (iv) sent by e-mail with confirmation of receipt.

20. **COUNTERPARTS**

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. The Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

21. **NO INTERPRETATION AGAINST DRAFTER**

Each party recognizes that the Agreement is a legally binding contract and acknowledges that such party has had the opportunity to consult with legal counsel of choice. In any construction of the terms of the Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

[Remainder of the page intentionally left blank.]

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**IN WITNESS WHEREOF**, the Agreement has been executed as of the date first written above.

**COMPANY:**

Xiaoju Kuaizhi Inc.

a Cayman Islands exempted company

By:

Name:

Title:

**EXECUTIVE:**

Name:

Address:
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### Schedule B

**List of Prior Inventions**

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<th>Title</th>
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- [ ] No inventions or improvements
- [ ] Additional Sheets Attached

Signature of Executive: _____

Print Name of Executive: _____

Date: _____
Exclusive Business Cooperation Agreement

This Exclusive Business Cooperation Agreement (this “Agreement”) is made and entered into by and between the following Parties in Beijing, China.

Party A: Beijing Didi Infinity Technology and Development Co., Ltd.
Address: *********

Party B: Beijing Xiaoju Technology Co., Ltd.
Address: *********

Each of Party A and Party B shall be hereinafter referred to as a “Party” respectively, and as the “Parties” collectively.

Whereas,

1. Party A is a Wholly Foreign Owned Enterprise established in the People’s Republic of China (“China”), and has the necessary resources to provide technical services and business consulting services;

2. Party B is a company with exclusively domestic capital registered in China;

3. The Parties have reached agreements upon mutual discussion on May 6, 2013. Party A agreed to provide Party B starting from such date, on an exclusive basis, with technical, consulting and other services (the detailed scope set forth below), utilizing its own advantages in human resources, technology and information, and Party B agreed to accept such exclusive services provided by Party A or Party A’s designee(s) starting from such date, each on the terms similar to the terms set forth herein.

4. To improve and ensure the continuous business cooperation on an exclusive basis between the Parties, the Parties hereby agree to execute this Agreement in relation to the abovementioned arrangement, and confirm and ratify all the actions in connection with such arrangement from May 6, 2013.

The period from May 6, 2013 to the date on which this Agreement is terminated pursuant to Article 6 hereof shall be the “Service Period”.

Now, therefore, through mutual discussion, Party A and Party B have reached the following agreements:

1. **Services Provided by Party A**

   1.1 Party B hereby appoints Party A as Party B’s exclusive services provider to provide Party B with complete business support and technical and consulting services during the Service Period, in accordance with the terms and conditions of this Agreement, which may include all or part of the services within the business scope of Party B as may be determined from time to time by Party A, including, but not limited to, technical services, network support, business consultations, intellectual property licenses, equipment or leasing, marketing consultancy, system integration, product research and development, and system maintenance (“Service”).
1.2 Party B agrees to accept all the consultations and services provided by Party A. Party B further agrees that unless with Party A’s prior written consent, during the Service Period, Party B shall not accept any Services provided by any third party and shall not cooperate with any third party regarding the matters contemplated by this Agreement.

1.3 Service Providing Methodology

1.3.1 Party A and Party B agree that during the Service Period, both Parties, directly or through their respective affiliates, may enter into further technical service agreements or consulting service agreements, which shall provide the specific contents, manner, personnel, and fees for the specific technical services and consulting services.

1.3.2 To fulfill this Agreement, Party A and Party B agree that during the Service Period, both Parties, directly or through their respective affiliates, may enter into intellectual property (including, but not limited to, software, trademark, patent and know-how) license agreements.

1.3.3 To fulfill this Agreement, Party A and Party B agree that during the Service Period, both Parties, directly or through their respective affiliates, may enter into equipment or property leases.

1.3.4 Party A may, at its own discretion, subcontract to third parties part of the services Party A provides to Party B under this Agreement.

2. Calculation and Payment of the Service Fees, Financial Reports, Audit and Tax

2.1 Both Parties agree that, in consideration of the services provided by Party A, Party B shall pay Party A fees (the “Service Fees”) equal to 100% of the net income of Party B. The Service Fees shall be due and payable on a monthly basis; upon the prior written consent by Party A. Party B shall (a) deliver to Party A the management accounts and operating statistics of Party B for such month, including the net income of Party B during such month (the “Monthly Net Income”), and (b) pay 100% of such Monthly Net Income to Party A (each such payment, a “Monthly Payment”). Within 7 days of receipt of such management accounts and operating statistics, Party B shall make payment of the amount of such invoice within 7 days of receipt of the same. All payments shall be transferred into the bank accounts designated by Party A through remittance or in any other way acceptable by the Parties. The Parties agree that such payment instruction may be changed by a notice given by Party A to Party B from time to time.
Within ninety (90) days after the end of each fiscal year, Party B shall (a) deliver to Party A audited financial statements of Party B for such fiscal year, which shall be audited and certified by an independent certified public accountant approved by Party A, and (b) pay an amount to Party A equal to the shortfall, if any, of the net income of Party B for such fiscal year, as shown in such audited financial statements, as compared to the aggregate amount of the Monthly Payments paid by Party B to Party A in such fiscal year.

Party B shall prepare its financial statements in satisfaction of Party A’s requirements and in accordance with law and commercial practices.

Subject to a notice given by Party A 5 working days in advance, Party B shall allow Party A and/or its appointed auditor to review, and make photocopies of, the relevant books and records of Party B at the principal office of Party B to verify the accuracy of the income amounts and statements of Party B.

Each of the Parties shall assume its own tax obligations in relation to performance of this Agreement.

3. Intellectual Property Rights; Confidentiality Clauses; Non-competition

Party A shall have exclusive and proprietary rights and interests in all rights, ownership, interests and intellectual properties arising out of or created during the performance of this Agreement, including, but not limited to, copyrights, patents, patent applications, trademarks, software, technical secrets, trade secrets and others, regardless of whether they have been developed by Party A or Party B.

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor is also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

Party B shall not engage in any business activities other than those falling within the scope permitted by its Business License and Business Permit, whether directly or indirectly, or any businesses in China, which compete with the businesses of Party A, whether directly or indirectly, or any other businesses beyond the scope approved in writing by Party A.
3.4 The Parties agree that this Section shall survive changes to, and rescission or termination of, this Agreement.

4. **Representations and Warranties**

4.1 Party A hereby represents and warrants as follows:

4.1.1 Party A is a company legally registered and validly existing in accordance with the laws of China.

4.1.2 Party A’s execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party A has taken necessary corporate actions and been given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate any restrictions in law or otherwise binding or having an impact on Party A.

4.1.3 This Agreement constitutes Party A’s legal, valid and binding obligations, enforceable in accordance with its terms.

4.2 Party B hereby represents and warrants as follows:

4.2.1 Party B is a company legally registered and validly existing in accordance with the laws of China;

4.2.2 Party B’s execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party B has taken necessary corporate actions and given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate any restrictions in law or otherwise binding or having an impact on Party B.

4.2.3 This Agreement constitutes Party B’s legal, valid and binding obligations, and shall be enforceable against it.

5. **Effectiveness and Term**

5.1 This Agreement shall take effect upon signing. Unless earlier terminated in accordance with the provisions of this Agreement or relevant agreements separately executed between the Parties, the term of this Agreement shall be 10 years starting from May 6, 2013.

5.2 The term of this Agreement may be extended if confirmed in writing by Party A prior to the expiration thereof. The extended term shall be determined by Party A, and Party B shall accept such extended term unconditionally.
6. **Termination**

6.1 Unless renewed in accordance with the relevant terms of this Agreement, this Agreement shall be terminated upon the date of expiration hereof.

6.2 During the term of this Agreement, Party B shall not terminate this Agreement prior to its expiration date. Nevertheless, Party A shall have the right to terminate this Agreement upon giving 30 days’ prior written notice to Party B at any time.

6.3 The rights and obligations of the Parties under Articles 3, 7 and 8 shall survive the termination of this Agreement.

6.4 In case of early termination, for whatever reason, or due expiration of this Agreement, payment obligations of either Party outstanding as of the date of such termination or expiration, including without limitation the Service Fees, shall not be waived, nor shall any default liability accrued as of the termination of this Agreement be waived. The Service Fees accrued as of the termination of this Agreement shall be paid to Party A within 15 working days of the termination of this Agreement.

7. **Governing Law and Resolution of Disputes**

7.1 The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the laws of China.

7.2 In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party’s request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration, in accordance with its then-effective arbitration rules. The arbitration shall be conducted in Beijing, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

7.3 Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

7.4 In case of promulgation or, or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the time of execution, without any adverse effect upon the other Party, the Parties shall promptly apply for such benefits. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, this Agreement shall be implemented in its original terms and conditions. However, the Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to other Party(s), and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party.
8. **Indemnification**

Party B shall indemnify and hold harmless Party A from any losses, injuries, obligations or expenses caused by any lawsuit, claims or other demands against Party A arising from or caused by the consultations and services provided by Party A at the request of Party B, except where such losses, injuries, obligations or expenses arise from the gross negligence or willful misconduct of Party A.

9. **Notices**

9.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

9.1.1 Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

9.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

9.2 For the purpose of notices, the addresses of the Parties are as follows:

**Party A:** Beijing Didi Infinity Technology and Development Co., Ltd.
Address: *******
Attn: CHENG Wei
Phone: *******

**Party B:** Beijing Xiaoju Technology Co., Ltd.
Address: *******
Attn: CHENG Wei
Phone: *******
9.3 Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

10. **Assignment**

10.1 Without Party A’s prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.

10.2 Party B agrees that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party B but without the consent of Party B.

11. **Severability**

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

12. **Amendments and Supplements**

Any amendments and supplements to this Agreement shall be in writing. The amendment agreements and supplementary agreements that have been signed by the Parties and that relate to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.

13. **Language and Counterparts**

This Agreement is written in both Chinese and English language in two copies, each Party having one copy with equal legal validity; in case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.

[The space below is intentionally left blank.]
Party A: Beijing Didi Infinity Technology and Development Co., Ltd.

By: /s/ CHENG Wei
Name: CHENG Wei
Title: Legal Representative

Party B: Beijing Xiaoju Technology Co., Ltd.

By: /s/ CHENG Wei
Name: CHENG Wei
Title: Legal Representative

SIGNATURE PAGE TO EXCLUSIVE BUSINESS COOPERATION AGREEMENT
This Exclusive Option Agreement (this “Agreement”) is executed by and among the following Parties in Beijing, China:

**Party A:** Beijing Didi Infinity Technology and Development Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at *********

**Party B:** [Name of Shareholder], a ********* citizen whose identity code is *********

**Party C:** Beijing Xiaoju Technology Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at *********

In this Agreement, each of Party A, Party B and Party C shall be referred to as a “Party” respectively, and they shall be collectively referred to as the “Parties”.

Whereas:

Party B holds [Percentage]% of the equity interests in Party C; and

The Parties have reached agreements upon mutual discussion on March 11, 2016. Party B agreed to collectively grant Party A an irrevocable and exclusive right to purchase all the equity interests in Party C then held by Party B starting from March 11, 2016.

To ensure the exercise of such right by Party A, the Parties hereby agree to execute this Agreement in relation to the abovementioned arrangement, and confirm and ratify all the actions in connection with such arrangement from March 11, 2016.

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. **Sale and Purchase of Equity Interest**

1.1 Option Granted

Party B hereby irrevocably grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a “Designee”) to purchase the equity interests in Party C then held by Party B once or at multiple times at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “Equity Interest Purchase Option”). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term “person” as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.
1.2 Steps for Exercise of Equity Interest Purchase Option

Subject to the provisions of the laws and regulations of China. Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the “Equity Interest Purchase Option Notice”), specifying: (a) Party A’s decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased from Party B (the “Optioned Interests”); and (c) the date for purchasing the Optioned Interests and/or the date for transfer of the Optioned Interests.

1.3 Equity Interest Purchase Price and Its Payment

Unless an appraisal is required by the laws of China applicable to the Equity Interest Purchase Option when exercised by Party A, the purchase price of the Optioned Interests (the “Equity Interest Purchase Price”) shall be the lowest price as permitted by the applicable PRC laws at the time of the transfer of the Optioned Interests. After necessary withholding and paying of tax monies according to the applicable laws of China, the Equity Interest Purchase Price will be wired to bank account(s) specified by Party B by Party A within seven (7) days after the date on which the Optioned Interests are officially transferred to Party A.

1.4 Transfer of Optioned interests

For each exercise of the Equity Interest Purchase Option:

1.4.1 Party B shall cause Party C to promptly convene a shareholders’ meeting, at which a resolution shall be adopted approving Party B’s transfer of the Optioned Interests to Party A and/or the Designee(s);

1.4.2 Party B shall execute a share transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;
1.4.3 The relevant Parties shall execute all other necessary contracts, agreements or documents (including without limitation the Articles of Association of the company), obtain all necessary government licenses and permits (including without limitation the Business License of the company) and take all necessary actions to transfer valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, “security interests” shall include securities, mortgages, third party’s rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement and Party B’s Share Pledge Agreement. “Party B’s Share Pledge Agreement” as used in this Section and this Agreement shall refer to the Share Pledge Agreement ("Share Pledge Agreement") executed by and among Party B, Party C and Party A, whereby Party B pledges all of its equity interests in Party C to Party A, in order to guarantee Party C’s performance of its obligations under the exclusive business corporation agreement executed by and between Party C and Party A ("Exclusive Business Corporation Agreement").

2. Covenants

2.1 Covenants regarding Party C

Party B (as the shareholders of Party C) and Party C hereby covenant as follows:

2.1.1 Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association and bylaws of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

2.1.2 They shall maintain Party C’s corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs, and to cause Party C to perform its obligations under the Exclusive Business Cooperation Agreement;
2.1.3 Without the prior written consent of Party A, they shall not at any time following March 11, 2016, sell, transfer, mortgage or dispose of in any manner any assets of Party C or legal or beneficial interest in the business or revenues of Party C, or allow the encumbrance thereon of any security interest;

2.1.4 After mandatory liquidation described in Section 3.6 below, he will remit in full to the Party A any residual interest he receives in a nonreciprocal transfer or cause it happen. If such transfer is prohibited by the laws of PRC, he will remit the proceeds to Party A or its designated person(s) in a manner permitted under the laws of PRC;

2.1.5 Without the prior written consent of Party A, they shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Party A for which Party A’s written consent has been obtained;

2.1.6 They shall always operate all of Party C’s businesses during the ordinary course of business to maintain the asset value of Party C and refrain from any action/omission that may affect Party C’s operating status and asset value;

2.1.7 Without the prior written consent of Party A, they shall not cause Party C to execute any major contract, except the contracts in the ordinary course of business (for purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed a major contract);

2.1.8 Without the prior written consent of Party A, they shall not cause Party C to provide any person with any loan or credit or guarantee in any form;

2.1.9 They shall provide Party A with information on Party C’s business operations and financial condition at Party A’s request;

2.1.10 If requested by Party A, they shall procure and maintain insurance in respect of Party C’s assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;
2.1.11 Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire or invest in any person, and/or sell cause or permit Party C to sell assets with a value higher than RMB 100,000;

2.1.12 They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party C's assets, business or revenue;

2.1.13 To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;

2.1.14 Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A’s written request, Party C shall immediately distribute all distributable profits to its shareholders; and

2.1.15 At the request of Party A, they shall appoint any person designated by Party A as the directors (or executive director) of Party C or replace the any existing director(s) (or the executive director) of Party C.

2.2 Covenants of Party B and Party C

Party B hereby covenants as follows:

2.2.1 Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the pledge placed on these equity interests in accordance with Party B’s Share Pledge Agreement;

2.2.2 Party B shall not put forward, or vote in favor of, any shareholder resolution to, or otherwise request Party C to, issue any dividends or other distributions with respect to his equity interest in Party C; provided, however, in the event that he receives any profit, distribution or dividend from Party C, he shall, as permitted under the laws of PRC, immediately pay or transfer such profit, distribution or dividend to Party A or to any party designated by Party A as service fees under the Exclusive Business Cooperation Agreement on behalf of Party C;
2.2.3 Party B shall cause the shareholders’ meeting and/or the board of directors (or executive director) of Party C not to approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, without the prior written consent of Party A, except for the pledge placed on these equity interests in accordance with Party B’s Share Pledge Agreement;

2.2.4 Party B shall cause the shareholders’ meeting or the board of directors (or executive director) of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person, without the prior written consent of Party A;

2.2.5 Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the equity interests in Party C held by Party B;

2.2.6 Party B shall cause the shareholders meeting or the board of directors (or executive director) of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and to take any and all other actions that may be requested by Party A;

2.2.7 To the extent necessary to maintain Party B’s ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;

2.2.8 Party B shall appoint any designee of Party A as director (or executive director) of Party C, at the request of Party A;

2.2.9 At the request of Party A at any time, Party B shall promptly and unconditionally transfer its equity interests in Party C to Party A’s Designee(s) in accordance with the Equity Interest Purchase Option under this Agreement, and Party B hereby waives its right of first refusal to the share transfer by the other existing shareholder of Party C (if any); and
2.2.10 Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement or under the Share Pledge Agreement among the same parties hereunder or under the Power of Attorney granted in favor of Party A, Party B shall not exercise such rights except in accordance with the written instructions of Party A.

3. Representations and Warranties

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the time of the execution of this Agreement and each date of transfer of the Optioned Interests, that:

3.1 They have the authority to execute and deliver this Agreement and any share transfer contracts to which they are a party concerning the Optioned Interests to be transferred thereunder (each, a “Transfer Contract”), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A’s exercise of the Equity Interest Purchase Option. This Agreement and the Transfer Contracts to which they are a party constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;

3.2 The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not:
(i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;
3.3 Party B has a good and merchantable title to the equity interests in Party C he holds. Except for Party B’s Share Pledge Agreement, Party B has not placed any security interest on such equity interests;

3.4 Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;

3.5 Party C does not have any outstanding debts, except for (i) debt incurred in the ordinary course of business; and (ii) debts disclosed to Party A for which Party A’s written consent has been obtained;

3.6 If the laws of PRC requires it to be dissolved or liquidated, Party C shall sell all of its assets to the extent permitted by the laws of PRC to Party A or another qualifying entity designated by Party A, at the lowest selling price permitted by applicable laws of PRC. Any obligation for Party A to pay Party C as a result of such transaction shall be forgiven by Party C or any proceeds from such transaction shall be paid to Party A or the qualifying entity designated by Party A in partial satisfaction of the service fees under the Exclusive Business Corporation Agreement, as applicable under then-current the laws of PRC;

3.7 Party C has complied with all laws and regulations of China applicable to asset acquisitions; and

3.8 There are no pending or threatened litigation, arbitration or administrative proceedings relating to the equity interests in Party C, assets of Party C or Party C.

4. Effective Date

This Agreement shall become effective upon signing, and remain effective for a term of 10 years starting from March 11, 2016, and may be renewed at Party A’s election. Should Party A fail to confirm extension of this Agreement upon the expiry of this Agreement, this Agreement shall be automatically renewed until such time Party A delivers a confirmation letter specifying the renewal term of this Agreement.
5. **Governing Law and Resolution of Disputes**

5.1 **Governing law**

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

5.2 **Methods of Resolution of Disputes**

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party’s request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Beijing, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

6. **Taxes and Fees**

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

7. **Notices**

7.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

7.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

7.2 For the purpose of notices, the addresses of the Parties are as follows:

**Party A:** Beijing Didi Infinity Technology and Development Co., Ltd.  
Address: No. 1 Block B, Shangdong Digital Valley, No. 8 Dongbeiwang West Road, Haidian District, Beijing  
Attn: CHENG Wei  
Phone: **********

**Party B:** CHENG Wei  
Address: No. 1 Block B, Shangdong Digital Valley, No. 8 Dongbeiwang West Road, Haidian District, Beijing  
Phone: **********

**Party C:** Beijing Xiaoju Technology Co., Ltd.  
Address: No. 1 Block B, Shangdong Digital Valley, No. 8 Dongbeiwang West Road, Haidian District, Beijing  
Attn: CHENG Wei  
Phone: **********

7.3 Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

8. **Confidentiality**

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.
9. **Further Warranties**

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

10. **Miscellaneous**

10.1 Amendment, change and supplement

Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

10.2 Entire agreement

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

10.3 Headings

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

10.4 Language

This Agreement is written in both Chinese and English language in three (3) copies, Party A, Party B and Party C having one (1) copy with equal legal validity; in case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.
10.5 Severability

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

10.6 Successors

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties.

10.7 Survival

10.7.1 Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

10.7.2 The provisions of Sections 5, 7, 8 and this Section 10.7 shall survive the termination of this Agreement.

10.8 Waivers

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

[The space below is intentionally left blank.]
Party A: Beijing Didi Infinity Technology and Development Co., Ltd.

By: /s/ CHENG Wei
Name: CHENG Wei
Title: Legal Representative

Party B: [Name of Shareholder]

By: /s/ [Name of Shareholder]

Party C: Beijing Xiaoju Technology Co., Ltd.

By: /s/ CHENG Wei
Name: CHENG Wei
Title: Legal Representative

SIGNATURE PAGE TO EXCLUSIVE OPTION AGREEMENT
One or more persons executed Proxy Agreement using this form. Pursuant to Instruction ii to Item 601 of Regulation S-K, the Registrant may only file this form as an exhibit with a schedule setting forth the material details in which the executed agreements differ from this form:

<table>
<thead>
<tr>
<th>No.</th>
<th>Name of Shareholder</th>
<th>% of Shareholder’s Equity Interest in the Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>CHENG Wei</td>
<td>48.23</td>
</tr>
<tr>
<td>2.</td>
<td>WANG Gang</td>
<td>48.23</td>
</tr>
<tr>
<td>3.</td>
<td>ZHANG Bo</td>
<td>1.55</td>
</tr>
<tr>
<td>4.</td>
<td>WU Rui</td>
<td>0.72</td>
</tr>
<tr>
<td>5.</td>
<td>CHEN Ting</td>
<td>0.31</td>
</tr>
</tbody>
</table>
This Share Pledge Agreement (this “Agreement”) has been executed by and among the following Parties in Beijing, China:

**Party A:** Beijing Didi Infinity Technology and Development Co., Ltd. (hereinafter “Pledgee”)
**Address:** *******

**Party B:** [Name of Shareholder] (hereinafter “Pledgor”)
**ID Code:** *******

**Party C:** Beijing Xiaoju Technology Co., Ltd.
**Address:** No.2 North Area, 5F, Building 1, No. 9 Shangdi East Road, Haidian District, Beijing

In this Agreement, each of Pledgee, Pledgor and Party C shall be referred to as a “Party” respectively, and they shall be collectively referred to as the “Parties”.

**Whereas,**

1. Pledgor is the citizen of the People’s Republic of China (“China”), and hold [Percentage]% of the equity interest in Party C. Party C is a limited liability company registered in Beijing, China. Party C acknowledges the respective rights and obligations of Pledgor and Pledgee under this Agreement, and agrees to provide any necessary assistance in registering the Pledge;

2. Pledgee is a Wholly Foreign Owned Enterprise registered in Beijing, China. Pledgee and Party C have reached agreements upon mutual discussion on May 6, 2013 in connection with the exclusive business cooperation and executed an Exclusive Business Cooperation Agreement;

3. To ensure that Pledgee collects all payments due by Party C, including without limitation the consulting and service fees regularly from Party C, Pledgor has agreed on [Date] to pledge all of the equity interest they hold in Party C as security for Party C’s payment of the consulting and service fees under the Exclusive Business Cooperation Agreement. To ensure the continuous business cooperation on an exclusive basis between Pledgee and Party C, the Parties hereby agree to execute this Agreement in relation to the abovementioned pledge arrangement, and confirm and ratify all the actions in connection with such arrangement from [Date].
1. **Definitions**

Unless otherwise provided herein, the terms below shall have the following meanings:

1.1 “Pledge” shall refer to the security interest granted by Pledgor to Pledgee pursuant to Article 2 of this Agreement, i.e., the right of Pledgee to be compensated on a preferential basis with the conversion, auction or sales price of the Equity Interest.

1.2 “Equity Interest” shall refer to all of the equity interest lawfully now held and hereafter acquired by Pledgor in Party C.

1.3 “Term of Pledge” shall refer to the term set forth in Section 3 of this Agreement.

1.4 “Business Cooperation Agreement” shall refer to the Exclusive Business Cooperation Agreement executed by and between Pledgee and Party C.

1.5 “Event of Default” shall refer to any of the circumstances set forth in Article 7 of this Agreement.

1.6 “Notice of Default” shall refer to the notice issued by Pledgee in accordance with this Agreement declaring an Event of Default.

2. **The Pledge**

2.1 As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of any or all the payments due by Party C, including without limitation the consulting and services fees payable to the Pledgee under the Business Cooperation Agreement (collectively, the “Secured Obligations”), Pledgor hereby pledges to Pledgee a first security interest in the [Percentage]% equity interest of Party C owned by the Pledgor (including the [Percentage]% registered capital (amount of capital contribution) currently owned by the Pledgor and all relevant equity interest, as well as other registered capital (amount of capital contribution) and all relevant equity interest, which may be obtained by the Pledgor in the future).
2.2 The Parties understand and agree that the monetary valuation arising from, relating to or in connection with the Secured Obligations shall be a variable and floating valuation until the Settlement Date (as defined below). Therefore, based on the reasonable assessment and evaluation by the Pledgor and the Pledgee of the Secured Obligations and the Equity Interest, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of USD 2,000,000,000 (the “Maximum Amount”) prior to the Settlement Date. The Pledgor and the Pledgee may, taking into account the fluctuation in the monetary value of the Secured Obligations and the Equity Interest, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.

2.3 Upon the occurrence of any of the events below (each an “Event of Settlement”), the Secured Obligations shall be fixed at a value of the sum of all Secured Obligations that are due, outstanding and payable to the Pledgee on or immediately prior to the date of such occurrence (the “Fixed Obligations”):

(a) The Business Cooperation Agreement expires or is terminated pursuant to the stipulations thereunder;

(b) The occurrence of an Event of Default pursuant to Section 7 that is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 7.3;

(c) The Pledgee reasonably determines (having made due enquiries) that the Pledgor and/or Party C is insolvent or could potentially be made insolvent; or

(d) Any other event that requires the settlement of the Secured Obligations in accordance with relevant laws of the PRC.

2.4 For the avoidance of doubt, the day of the occurrence of an Event of Settlement shall be the settlement date (the “Settlement Date”). On or after the Settlement Date, the Pledgee shall be entitled, at the election of the Pledgee, to enforce the Pledge in accordance with Section 8.

2.5 The Pledgee is entitled to collect dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).
3. **Term of Pledge**

3.1 The Pledge shall become effective as of the date when the pledge of the Equity Interest is registered with the local administration of industry and commerce (the “Registration Authority”). The Term of the Pledge (the “**Term of Pledge**”) shall end when the last obligation secured by the Pledge is paid or fully fulfilled. The Parties agree that, promptly after the execution of this Agreement (but in no event later than 60 days from the execution date of this Agreement), Pledgor and Party A shall submit their application for pledge registration to the Registration Authority in accordance with *the Measures on Share Pledge Registration with the Administration of Industry and Commerce*. Pledgor and Party C shall make commercially reasonable efforts to complete the pledge registration procedure, obtain the pledge registration notice and completely and accurately register the Pledge of Equity Interest on the Pledge Registration Book of the Registration Authority as soon as practicable.

3.2 During the Term of Pledge, in the event Party C fails to pay the exclusive consulting or service fees in accordance with or fails to perform under the Business Cooperation Agreement, Pledgee shall have the right, but not the obligation, to dispose of the Pledge in accordance with the provisions of this Agreement.

4. **Custody of Records for Equity Interest subject to Pledge**

During the Term of Pledge set forth in this Agreement, Pledgor shall deliver to Pledgee’s custody the capital contribution certificate for the Equity Interest and the shareholders’ register containing the Pledge (and other documents reasonably requested by the Pledgee, including without limitation the notice of registration of the Pledge issued by relevant administration of industry and commerce) within one week from the date the Pledge is registered. Pledgee shall have custody of such items during the entire Term of Pledge set forth in this Agreement.

5. **Representations and Warranties of Pledgor and Party C**

**The Pledgor Represent and Warrant to the Pledgee that:**

5.1 Pledgor is the sole legal and beneficial owners of the Equity Interest. Except for being subject to other agreements entered into by the Pledgor and the Pledgee, the Pledgor enjoys legal and complete ownership of the Equity Interest.
5.2 Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement.

5.3 Except for the Pledge, Pledgor has not placed any security interest or other encumbrance on the Equity Interest. There are no controversies over the ownership of the Equity Interest. The Equity Interest is not seized or subject to any other legal proceedings or similar threats, and is good for transfer and pledging according to applicable laws.

5.4 The Pledgor’s execution of this Agreement and exercise of its rights under this Agreement (or fulfillment of its obligations under this Agreement) will not breach any laws, regulations, and agreements or contracts to which the Pledgor is a party, or any promise the Pledgor has made to any third parties.

5.5 All documents, materials, statements and certificates provided by the Pledgor to the Pledgee are accurate, true, complete and valid.

Party C Represent and Warrant to the Pledgee that:

5.6 Party C is a limited liability company registered under the laws of China and legally exists. Party C has the qualification of an independent legal person, enjoys complete and independent legal status and the legal capacity to sign, deliver and fulfill this Agreement.

5.7 Upon due execution of Party C, this Agreement constitute legal, effective and binding obligation on Party C.

5.8 Party C has the complete internal right and authorization to sign and deliver this Agreement and all other documents relating to the transactions contemplated under this Agreement. Party C has the complete right and authorization to complete the transactions contemplated under this Agreement.

5.9 Regarding the assets owned by Party C, there are not any guarantee interests or any other encumbrance on property rights that are substantial and may impact the Pledgee’s right and interests in the Equity Interest (including without limitation transfer of any of Party C’s intellectual properties or any assets with an a value equaling or over RMB 100,000, or any encumbrance on the ownership or right to use of such assets).

5.10 In any court or arbitration tribunal there are no pending (or, as far as Party knows, threatening) litigation, arbitration or other legal proceedings against the Equity Interest, Party C or its assets, and in any governmental agencies or departments there are no pending (or, as far as Party knows, threatening) administrative proceedings or penalties against the Equity Interest, Party C or its assets, which may substantially and adversely impact Party C’s economic condition or the Pledgor’s ability to fulfill their obligations and guarantee liabilities under this Agreement.
5.11 Party C hereby agrees that it is jointly and severally liable to the Pledgee for all representations and warranties made by any and all of the Pledgor under this Agreement.

5.12 Party C hereby warrants to the Pledgee that, at any time and under any circumstances prior to complete fulfillment of the obligations under this Agreement or the secured debts being fully repaid, the aforementioned representations and warranties are true and accurate and will be fully complied with.

6. **Covenants and Further Agreements of Pledgor**

The covenants and further agreements of the Pledgor are set forth below.

6.1 Pledgor hereby covenants to the Pledgee, that from March 11, 2016 to the expiry of the Term of the Pledge, Pledgor shall:

6.1.1 not transfer (or agree to others’ transfer of) all or any part of the Equity Interest, place or permit the existence of any security interest or other encumbrance that may affect the Pledgee’s rights and interests in the Equity Interest, without the prior written consent of Pledgee, except for the performance of the Exclusive Option Agreement executed by Pledgor, Pledgee and Party C;

6.1.2 comply with the provisions of all laws and regulations applicable to the pledge of rights, and within 5 days of receipt of any notice, order or recommendation issued or prepared by relevant competent authorities (or any other relevant parties) regarding the Pledge, shall present the aforementioned notice, order or recommendation to Pledgee, and shall comply with the aforementioned notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon Pledgee’s reasonable request or upon consent of Pledgee;
6.1.3 promptly notify Pledgee of any event or notice received by Pledgor that may have a material impact on Pledgee’s rights to the Equity Interest or any portion thereof, as well as any event or notice received by Pledgor that may have a material impact on any guarantees and other obligations of Pledgor arising out of this Agreement.

6.2 Pledgor agrees that the rights acquired by Pledgee in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by Pledgor or any heirs or representatives of Pledgor or any other persons through any legal proceedings to the extent permitted by the applicable PRC law.

6.3 To protect or perfect the security interest granted by this Agreement for payment of the consulting and service fees under and performance under the Business Cooperation Agreement, Pledgor hereby undertakes to execute in good faith and to cause other parties who have an interest in the Pledge to execute all certificates, agreements, deeds and/or covenants required by Pledgee. Pledgor also undertakes to perform and to cause other parties who have an interest in the Pledge to perform actions required by Pledgee, to facilitate the exercise by Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with Pledgee or designee(s) of Pledgee (natural legal persons). Pledgor undertakes to provide Pledgee within a reasonable time with all notices, orders and decisions regarding the Pledge that are required by Pledgee.

6.4 Pledgor hereby undertakes to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure or partial performance of its guarantees, promises, agreements, representations and conditions, Pledgor shall indemnify Pledgee for all losses resulting therefrom.

6.5 If the Equity Interest pledged under this Agreement is, for any reason, subject to mandatory measures imposed by the court of law or other governmental departments, the Pledgor shall try their best to release such mandatory measures imposed by the court of law or other governmental departments, including without limitation providing to the court of law other kinds of security or other measures.

6.6 If there is a possibility that the value of the Equity Interest will be decreased and such decrease is sufficient to harm the rights and interests of the Pledgee, the Pledgee may request the Pledgor to provide additional collateral or security. If the Pledgor refuses to provide such security, the Pledgee may, at any time, sell the Equity Interest or put it up for auction, and use the monies obtained from such sale or auction to settle the secured obligations in advance or put such monies under custody; all expenses therefore occurred shall be borne by the Pledgor.
6.7 Without the prior written consent from the Pledgee, the Pledgor and/or Party C shall not (by themselves or assisting others to) increase, decrease or transfer the registered capital of Party C (or their capital contribution to Party C) or impose any encumbrances on it, including the Equity Interest. Subject to the forgoing provision, any equity interest which is registered and obtained by the Pledgor subsequent to the date of this Agreement shall be called “Additional Equity Interest”. The Pledgor and Party C shall, immediately after the Pledgor obtains the Additional Equity Interest, enter with the Pledgee supplemental share pledge agreement for the Additional Equity Interest, make the executive director (or board) and shareholders meeting of Party C approve the supplemental share pledge agreement, and deliver to the Pledgee all documents necessary for the supplemental share pledge agreement, including without limitation (a) the original certificate issued by Party C about shareholders’ capital contribution relating to the Additional Equity Interest; and (b) the verified photocopy of the capital contribution verification report (issued by certified public accountant in China) regarding the Additional Equity Interest. The Pledgor and Party C shall, according to Article 3.1 of this Agreement, handle the pledge registration procedures relating to the Additional Equity Interest.

6.8 Unless otherwise instructed by the Pledgee in writing, the Pledgor and/or Party C agree that, if part of or all of the Equity Interest is transferred between the Pledgor and any third parties in violation of this Agreement (“Transferee of the Equity Interest”), then the Pledgor and/or Party C shall ensure that the Transferee or the Equity Interest will unconditionally recognize the Pledge and follow necessary procedures for modification of the registration of the Pledge (including without limitation signing relevant documents) so as to ensure the continued existence of the Pledge.

6.9 If the Pledgee provides to Party C loan of monies, the Pledgor and/or the Party C agree to pledge the Equity Interest to the Pledgee for security of such loan of monies, and to follow procedures as soon as possible according to relevant laws, regulations or local practice (if any), including without limitation executing relevant documents and completing registration procedures for setting up (or modification) of a pledge.
The covenants and further agreements of Party C are set forth below.

6.10 If, for the execution of this Agreement and Pledge under this Agreement, it is necessary to obtain any third party consent, approval, waiver or authorization, any governmental approval, license or waiver, or complete registration procedures in any governmental departments (as required by the law), then Party C will try its best to assist in obtain the same and cause it to remain in effect from March 11, 2016 to the expiry of the Term of the Pledge.

6.11 Without prior written consent of the Pledgee, Party C will not assist or allow the Pledgor to set up any new pledges or grant other security over the Equity Interest, nor will Party C assist or allow the Pledgor to transfer the Equity Interest.

6.12 Party C agrees to, jointly with the Pledgor, strictly comply with Article 6.7, Article 6.8 and Article 6.9 of this Agreement.

6.13 Without prior written consent of the Pledgee, Party C shall not transfer its assets or set up (or allow the existence of) any security or encumbrances on property rights that may affect the Pledgee’s rights and interests in the Equity Interest (including without limitation transfer of any of Party C’s intellectual properties or any assets with an a value equaling or over RMB 100,000, or any encumbrance on the ownership or right to use of such assets).

6.14 Where there are any litigations, arbitrations or any other claims, which may adversely impact Party C, the Equity Interest, or the Pledgee’s interests under the series of the cooperation agreements (including without limitation the Business Cooperation Agreement) and this Agreement, Party C shall, as soon as possible, send timely notice to the Pledgee and according to reasonable requests of the Pledgee take all necessary measures to protect the Pledgee’s interests in the Equity Interest.

6.15 Party C shall not conduct or allow any acts or actions that may adversely impact the Equity Interest or Pledgee’s interest under the cooperation agreements (including without limitation the Exclusive Business Cooperation Agreement) and this Agreement.

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6.16 Party C shall, during the first month of each quarter, provide to the Pledgee its financial statements for the preceding quarter, including without limitation its balance sheets, profit statements and cash flow statements.

6.17 Party C shall, pursuant to the Pledgee’s reasonable requests, take all necessary measures and sign all necessary documents so as to ensure and protect the Pledgee’s rights over the Equity Interest and realization of them.

6.18 If the exercise of the Pledge under this Agreement results to any transfer of the Equity Interest, Party C agrees and warrants that it will take all measures to effect such transfer.

7. **Event of Default**

7.1 The following circumstances shall be deemed Event of Default

7.1.1 Party C fails to pay in full any of the consulting and service fees payable under the Business Cooperation Agreement or fail to repay its loan or breaches any other obligations of Party C thereunder;

7.1.2 Any representation or warranty by Pledgor in Article 5 of this Agreement contains material misrepresentations or errors, and/or Pledgor materially violates any of the warranties in Article 5 of this Agreement;

7.1.3 Pledgor and Party C fail to complete the registration of the Pledge with Registration Authority in accordance with Section 3.1 hereunder and fail to complete the registration of the Pledge with Registration Authority within thirty (30) days after receipt of written notice of Party A requesting Pledgor and Party C to rectify such breach;

7.1.4 Pledgor and Party C materially breach any provisions of this Agreement;

7.1.5 Except as expressly stipulated in Section 6.1.1, Pledgor transfers or purports to transfer or abandons the Equity Interest pledged or assigns the Equity Interest pledged without the written consent of Pledgee;

7.1.6 Any of Pledgor’s own loans, guarantees, indemnifications, promises or other debt liabilities to any third party or parties (1) become subject to a demand of early repayment or performance due to default on the part of Pledgor; or (2) become due but are not capable of being repaid or performed in a timely manner;
7.1.7 Any approval, license, permit or authorization of government agencies that makes this Agreement enforceable, legal and effective is withdrawn, terminated, invalidated or substantively changed;

7.1.8 The promulgation of applicable laws renders this Agreement illegal or renders it impossible for Pledgor to continue to perform its obligations under this Agreement;

7.1.9 Adverse changes in properties owned by Pledgor, which lead Pledgee to believe that that Pledgor’s ability to perform its obligations under this Agreement has been affected;

7.1.10 The successor or custodian of Party C is capable of only partially performing or refuses to perform the payment obligations under the Business Cooperation Agreement; and

7.1.11 Any other circumstances occur where Pledgee is or may become unable to exercise its right with respect to the Pledge.

7.2 Upon notice or discovery of the occurrence of any circumstances or event that may lead to the aforementioned circumstances described in Section 7.1, Pledgor shall immediately notify Pledgee in writing accordingly.

7.3 Unless an Event of Default set forth in this Section 7.1 has been successfully resolved to Pledgee’s satisfaction within thirty (30) days of the Pledgee’s notice, Pledgee may issue a Notice of Default to Pledgor in writing upon the occurrence of the Event of Default or at any time thereafter and demand that Pledgor immediately pays all outstanding payments due under the Business Cooperation Agreement, and/or repays loans and all other payments due to Pledgee, and/or disposes of the Pledge in accordance with the provisions of Article 8 of this Agreement.

8. Exercise of Pledge

8.1 Prior to the full performance and payment of the consulting and service fees described in the Business Cooperation Agreement, without the Pledgee’s written consent, Pledgor shall not assign the Pledge or the Equity Interest in Party C.

8.2 Pledgee may issue a Notice of Default to Pledgor when exercising the Pledge.

8.3 Subject to the provisions of Section 7.3, Pledgee may exercise the right to enforce the Pledge concurrently with the issuance of the Notice of Default in accordance with Section 7.2 or at any time after the issuance of the Notice of Default. Once Pledgee elects to enforce the Pledge, Pledgor shall cease to exercise any rights or interests associated with the Equity Interest until such enforcement is completed.

8.4 In the event of default, Pledgee is entitled to take possession of the Equity Interest pledged hereunder and to dispose of the Equity Interest pledged, to the extent permitted and in accordance with applicable laws; if, after satisfying all obligations secured, there is any balance in the monies collected by the Pledgee by enforcing the Pledge, then such balance shall be, without calculation of interests, paid to the Pledgor or other parties entitled to receive such balance.

8.5 When Pledgee disposes of the Pledge in accordance with this Agreement, Pledgor and Party C shall provide necessary assistance to enable Pledgee to enforce the Pledge in accordance with this Agreement.

8.6 Unless otherwise provided by the law, all expenses, tax, charges and all legal fees relating to the establishment of the Pledge and enforcement of it shall be borne by the Pledgor.

9. Assignment

9.1 Without Pledgee’s prior written consent, Pledgor shall not have the right to assign or delegate its rights and obligations under this Agreement.

9.2 This Agreement shall be binding on Pledgor and its successors and permitted assigns, and shall be valid with respect to Pledgee and each of its successors and assigns.

9.3 At any time, Pledgee may assign any and all of its rights and obligations under the Business Cooperation Agreement to its designee(s) (natural/legal persons), in which case the assigns shall have the rights and obligations of Pledgee under this Agreement, as if it were the original party to this Agreement. When the Pledgee assigns the rights and obligations under the Business Cooperation Agreement, upon Pledgee’s request, Pledgor shall execute relevant agreements or other documents relating to such assignment.
9.4 In the event of a change in Pledgeree due to an assignment, Pledgor shall, at the request of Pledgeree, execute a new pledge agreement with the new pledgee on the same terms and conditions as this Agreement.

9.5 Pledgor shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by the Parties hereto or any of them, including the Exclusive Option Agreement and the Power of Attorney granted to Pledgeree, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. Any remaining rights of Pledgor with respect to the Equity Interest pledged hereunder shall not be exercised by Pledgor except in accordance with the written instructions of Pledgeree.

10. Termination

Upon the full performance and payment of the consulting and service fees under the Business Cooperation Agreement and upon termination of Party C’s obligations under the Business Cooperation Agreement, this Agreement shall be terminated, and Pledgeree shall then cancel or terminate this Agreement as soon as reasonably practicable.

11. Handling Fees and Other Expenses

All fees and out of pocket expenses relating to this Agreement, including but not limited to legal costs, costs of production, stamp tax and any other taxes and fees, shall be borne by Party C. If Applicable Laws requires that Pledgeree should bear some related taxes and fees, Pledgor shall cause Party C to fully repay Pledgeree the paid taxes and fees.

12. Confidentiality

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This section shall survive the termination of this Agreement for any reason.
13. **Governing Law and Resolution of Disputes**

13.1 The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

13.2 In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party’s request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Beijing, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on all Parties.

13.3 Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

14. **Notices**

14.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:
14.1.1 Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

14.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

14.2 For the purpose of notices, the addresses of the Parties are as follows:

**Party A:** Beijing Didi Infinity Technology and Development Co., Ltd.
Address: No. 1 Block B, Shangdong Digital Valley, No. 8 Dongbeiwang West Road, Haidian District, Beijing
Attn: CHENG Wei
Phone: ********

**Party B:** CHENG Wei
Address: No. 1 Block B, Shangdong Digital Valley, No. 8 Dongbeiwang West Road, Haidian District, Beijing
Phone: ********

**Party C:** Beijing Xiaojtu Technology Co., Ltd.
Address: No. 1 Block B, Shangdong Digital Valley, No. 8 Dongbeiwang West Road, Haidian District, Beijing
Attn: CHENG Wei
Phone: ********

14.3 Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

15. **Severability**

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.
16. **Attachments**

The attachments set forth herein shall be an integral part of this Agreement.

17. **Effectiveness**

17.1 Any amendments, changes and supplements to this Agreement shall be in writing and shall become effective after the affixation of the signatures or seals of the Parties.

17.2 This Agreement is written in Chinese and English in four (4) copies. Each of the Pledgor, Pledgee and Party C shall hold one (1) copy, respectively; and one (1) copy shall be submitted to the Registration Authority. Each copy of this Agreement shall have equal validity. In case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.

[The space below is intentionally left blank.]
Attachments:

1. Exclusive Business Cooperation Agreement
Party A: Beijing Didi Infinity Technology and Development Co., Ltd.
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Legal Representative

Party B: [Name of Shareholder]
By: /s/ [Name of Shareholder]

Party C: Beijing Xiaoju Technology Co., Ltd.
By: /s/ CHENG Wei
Name: CHENG Wei
Title: Legal Representative

SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT
Schedule of Material Differences

One or more persons executed Proxy Agreement using this form. Pursuant to Instruction ii to Item 601 of Regulation S-K, the Registrant may only file this form as an exhibit with a schedule setting forth the material details in which the executed agreements differ from this form:

<table>
<thead>
<tr>
<th>No.</th>
<th>Name of Shareholder</th>
<th>Date</th>
<th>% of Shareholder’s Equity Interest in the Company</th>
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<tbody>
<tr>
<td>1.</td>
<td>CHENG Wei</td>
<td>May 6, 2013</td>
<td>48.23</td>
</tr>
<tr>
<td>2.</td>
<td>WANG Gang</td>
<td>May 6, 2013</td>
<td>48.23</td>
</tr>
<tr>
<td>3.</td>
<td>ZHANG Bo</td>
<td>May 26, 2015</td>
<td>1.55</td>
</tr>
<tr>
<td>4.</td>
<td>WU Rui</td>
<td>May 26, 2015</td>
<td>0.72</td>
</tr>
<tr>
<td>5.</td>
<td>CHEN Ting</td>
<td>May 26, 2015</td>
<td>0.31</td>
</tr>
</tbody>
</table>
I, [Name of Shareholder], a citizen of the ********* with the ID code of ********* and a holder of [Percentage]% of the entire registered capital in Beijing Xiaoju Technology Co., Ltd. (“Xiaoju”) (“My Shareholding”), hereby irrevocably authorize Beijing Didi Infinity Technology and Development Co., Ltd. (“WFOE”) to exercise the following rights relating to My Shareholding during the Authorization Period (as defined below):

The WFOE is hereby authorized to act on behalf of myself as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including without limitation to: 1) propose, convene and attend shareholders’ meetings of Xiaoju; 2) exercise all the shareholder’s rights and shareholder’s voting rights I am entitled to under the laws of China and Xiaoju’s Articles of Association, including but not limited to the sale or transfer or pledge or disposition of My Shareholding in part or in whole; and 3) designate and appoint on behalf of myself the legal representative, the executive director (or board chairman), supervisor, the chief executive officer (or general manager) and other senior management members of Xiaoju.

Without limiting the generality of the powers granted hereunder, the WFOE shall have the power and authority under this Power of Attorney to execute the Transfer Contracts stipulated in Exclusive Option Agreement, to which I am required to be a party, on behalf of myself, and to effect the terms of the Share Pledge Agreement and Exclusive Option Agreement to which I am a party.

All the actions associated with My Shareholding conducted by the WFOE shall be deemed as my own actions, and all the documents related to My Shareholding executed by the WFOE shall be deemed to be executed by me. When acting in respect of any and all of the aforementioned matters, the WFOE may act at its own discretion and does not need to seek my prior consent. I hereby acknowledge and ratify those actions and/or documents by the WFOE.

The WFOE is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to me or obtaining my consent.
So long as I am a shareholder of Xiaoju, the “Authorization Period” shall start from May 26, 2015 and last until the WFOE issues adverse instructions in writing. Once the WFOE instructs me in writing to terminate this Power of Attorney in whole or in part, I will immediately withdraw the authorization herein granted to the WFOE and execute power(s) of attorney in the same format of this Power of Attorney, granting to other persons nominated by the WFOE the same authorization under this Power of Attorney.

During the Authorization Period, I hereby waive all the rights associated with My Shareholding, which have been authorized to the WFOE through this Power of Attorney, and shall not exercise such rights by myself.

I hereby confirm and ratify all the actions taken by the WFOE in connection with the authorization herein from May 26, 2015.

This Power of Attorney is written in Chinese and English with equal legal validity; in case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.

[The space below is intentionally left blank.]
Schedule of Material Differences

One or more persons executed Proxy Agreement using this form. Pursuant to Instruction ii to Item 601 of Regulation S-K, the Registrant may only file this form as an exhibit with a schedule setting forth the material details in which the executed agreements differ from this form:

<table>
<thead>
<tr>
<th>No.</th>
<th>Name of Shareholder</th>
<th>% of Shareholder’s Equity Interest in the Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>CHENG Wei</td>
<td>48.23</td>
</tr>
<tr>
<td>2.</td>
<td>WANG Gang</td>
<td>48.23</td>
</tr>
<tr>
<td>3.</td>
<td>ZHANG Bo</td>
<td>1.55</td>
</tr>
<tr>
<td>4.</td>
<td>WU Rui</td>
<td>0.72</td>
</tr>
<tr>
<td>5.</td>
<td>CHEN Ting</td>
<td>0.31</td>
</tr>
</tbody>
</table>
SPOUSAL CONSENT

I, [*********], am the lawful spouse of [Name of Shareholder]. I hereby acknowledge fully and consent unconditionally and irrevocably that a certain percentage of the equity interest in Beijing Xiaoju Technology Co., Ltd., that is held by and registered in the name of my spouse shall be disposed of pursuant to the arrangements under the Share Pledge Agreement, which were executed by my spouse on March 11, 2016.

I further undertake not to take any action against the above arrangements, including making any claim against that such equity interest constitutes my property or community property between myself and my spouse or any relevant rights or interests in connection with such equity interest.

/s/ [*********]

[*********]
One or more persons executed Proxy Agreement using this form. Pursuant to Instruction ii to Item 601 of Regulation S-K, the Registrant may only file this form as an exhibit with a schedule setting forth the material details in which the executed agreements differ from this form:

<table>
<thead>
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<tr>
<td>4.</td>
<td>WU Rui</td>
</tr>
<tr>
<td>5.</td>
<td>CHEN Ting</td>
</tr>
</tbody>
</table>
XIAOJU KUAIZHI INC.
ARRANGED BY

JPMORGAN CHASE BANK, N.A., ACTING THROUGH ITS HONG KONG BRANCH,
GOLDMAN SACHS LENDING PARTNERS LLC and
MORGAN STANLEY SENIOR FUNDING, INC.
ACTING AS MANDATED LEAD ARRANGERS AND BOOKRUNNERS

THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED,
BANK OF AMERICA, NATIONAL ASSOCIATION, HONG KONG BRANCH,
BARCLAYS BANK PLC and
CITICORP NORTH AMERICA, INC.
ACTING AS MANDATED LEAD ARRANGERS

MIZUHO BANK, LTD.
ACTING AS LEAD ARRANGER

WITH

JPMORGAN CHASE BANK, N.A., ACTING THROUGH ITS SINGAPORE BRANCH
ACTING AS AGENT

US$1,600,000,000 REVOLVING FACILITY
AGREEMENT WITH AN ACCORDION OPTION OF
UP TO US$400,000,000
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<th>Page</th>
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THIS AGREEMENT is dated 12 April 2021 and made between:

(1) XIAOJU KUAIZHI INC., an exempted company with limited liability incorporated under the laws of the Cayman Islands with registered number 274643, whose registered office is at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “Borrower”);

(2) XIAOJU SCIENCE AND TECHNOLOGY (HONG KONG) LIMITED, a limited liability company incorporated under the laws of Hong Kong with registered number 1858359, whose registered office is at Suite 3101, Everbright Centre 108 Gloucester Road Wanchai, Hong Kong (the “Offshore Guarantor I”);

(3) DIDI (HK) SCIENCE AND TECHNOLOGY LIMITED, a limited liability company incorporated under the laws of Hong Kong with registered number 1947356, whose registered office is at Suite 3101, Everbright Centre 108 Gloucester Road Wan Chai, Hong Kong (together with the Offshore Guarantor I, the “Offshore Guarantors”, each an “Offshore Guarantor”);

(4) JPMORGAN CHASE BANK, N.A., acting through its Hong Kong Branch, a national banking association organised under the laws of United States of America with limited liability, GOLDMAN SACHS LENDING PARTNERS LLC and MORGAN STANLEY SENIOR FUNDING, INC. (the “Mandated Lead Arrangers and Bookrunners”);

(5) THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, BANK OF AMERICA, NATIONAL ASSOCIATION, HONG KONG BRANCH, a branch of a national banking association organised and existing with limited liability under the laws of the United States of America, BARCLAYS BANK PLC, incorporated in the United Kingdom with limited liability, and CITICORP NORTH AMERICA, INC. (the “Mandated Lead Arrangers”);

(6) MIZUHO BANK, LTD., incorporated in Japan with limited liability (the “Lead Arranger”, together with the Mandated Lead Arrangers and Bookrunners and the Mandated Lead Arrangers, whether acting individually or together, the “Arrangers”);

(7) THE FINANCIAL INSTITUTIONS listed in Schedule 1 (The Original Lenders) as lenders (the “Original Lenders”); and

(8) JPMORGAN CHASE BANK, N.A., acting through its Singapore Branch, a national banking association organised under the laws of United States of America with limited liability as agent of the other Finance Parties (the “Agent”).

IT IS AGREED as follows:
SECTION 1
INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

“2020 Annual Financial Statements” means the audited consolidated financial statements of the Borrower for its financial year ending on 31 December 2020.

“Acceptable Bank” means:

(a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of BBB- or higher by Standard & Poor’s Rating Services or Fitch Ratings Ltd or Baa3 or higher by Moody’s Investors Service Limited or a comparable rating from an internationally recognised credit rating agency; or

(b) any other bank or financial institution approved by the Agent. “Accession Lender” means:

(a) an Original Lender; or

(b) a bank or financial institution which becomes a Party and participates in the Facility after the date of this Agreement, which, in each case, assumes additional or new Commitment pursuant to a Lenders Accession Memorandum.

“Accession Date” has the meaning given to that term in paragraph (a) of Clause 2.4 (Accordion).

“Accounting Principles” means IFRS or US GAAP.

“Affiliate” means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

“Annual Financial Statements” means the financial statements of the Borrower for a Financial Year delivered pursuant to Clause 4.1 (Initial conditions precedent) or paragraph (a) of Clause 20.1 (Financial statements), including for the avoidance of doubt, the financial statements for a Financial Year delivered pursuant to the proviso at the end of Clause 20.1 (Financial statements).

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Subsidiaries from time to time concerning or relating to bribery or corruption.

“Anti-Money Laundering Laws” has the meaning given to that term in Clause 22.17 (Anti-Corruption Law, Anti-Money Laundering Laws and Sanctions)
“APLMA” means the Asia Pacific Loan Market Association Limited.

“Article 55 BRRD” means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

“Assignment Agreement” means an agreement substantially in the form set out in Schedule 5 (Form of Assignment Agreement) or any other form agreed between the relevant assignor, assignee and the Agent.

“Authorisation” means:

(a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or

(b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

“Authorised Signatory” means in respect of a company, the CEO, the CFO, any director or any other authorised signatory of that company.

“Automatic Rollover Loan” has the meaning given to that term in Clause 5.3 (Automatic rollover).

“Availability Period” means the period from and including the date of this Agreement to and including the date falling one Month before the Termination Date.

“Available Commitment” means a Lender’s Commitment minus:

(a) the amount of its participation in any outstanding Loans; and

(b) in relation to any proposed Utilisation, the amount of its participation in any Loans that are due to be made on or before the proposed Utilisation Date,

other than that Lender’s participation in any Loans that are due to be repaid or prepaid on or before the proposed Utilisation Date.

“Available Facility” means the aggregate for the time being of each Lender’s Available Commitment.

“Bail-In Action” means the exercise of any Write-down and Conversion Powers.

“Bail-In Legislation” means:

(a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law as described in the EU Bail-In Legislation Schedule from time to time;

(b) in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation; and
in relation to the United Kingdom, the UK Bail-In Legislation.

“Break Costs” means the amount (if any) by which:

(a) the interest (excluding any portion thereof representing the Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in a Loan or an Unpaid Sum to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount of that Loan or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

(b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount of that Loan or Unpaid Sum received by it on deposit with a leading bank in the Relevant Interbank Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

“Business Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in Singapore, Hong Kong, Beijing and the Cayman Islands, and:

(a) (in relation to any date for payment in US$) New York; and

(b) (in relation to the determination of any interest rate by reference to LIBOR for any Interest Period in relation to any Loan) London.

“Business Suspension Event” means the event where service or product in respect of the ride-hailing business in China provided by the Group is required by any Governmental Agency in the PRC to be fully or substantially fully suspended or terminated and such suspension or termination subsists for no less than fourteen (14) consecutive days.

“Cash” means, at any time, cash in hand or at bank and to which such member of the Group is alone (or together with other members of the Group) beneficially entitled and for so long as:

(a) that cash is repayable (or repayable subject to giving notice or demand) within 30 days after the relevant date of calculation;

(b) repayment of that cash is not contingent on the prior discharge of any other indebtedness of any member of the Group or of any other person whatsoever or on the satisfaction of any other condition;

(c) there is no Security over that cash except for any Permitted Security constituted by a netting or set-off arrangement entered into by members of the Group in the ordinary course of their banking arrangements or any Security securing the Consolidated Total Borrowings (or part thereof); and
(d) in relation to an Offshore Group Member, the cash is freely and (except as mentioned in paragraph (a) above) immediately available to be applied in repayment or prepayment of the Facility or, as the case may be, the Consolidated Total Borrowings secured by it.

“Cash Equivalent Investments” means at any time, investments that are short term investments (excluding equity investments) which are readily convertible into cash without incurring any significant premium or penalty and which are not issued or guaranteed by a member of the Group, provided that a member of the Group alone (or together with other members of the Group) is beneficially entitled to such investments at such time.

“Cash Pooling” has the meaning given to that term in paragraph (i) of the definition of “Permitted Security”.

“CEO” means, in relation to a company, the chief executive officer of that company.

“CFO” means, in relation to a company, the chief financial officer of that company.

“Change of Control” means, at any time:

(a) any person or group of persons acting in concert gains direct or indirect control of the Borrower, where for the purpose of this paragraph (a):

(i) “control” of the Borrower means:

(A) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:

(1) cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a general meeting of the Borrower;

(2) appoint or remove all, or the majority, of the directors or other equivalent officers of the Borrower; or

(3) give directions with respect to the operating and financial policies of the Borrower with which the directors or other equivalent officers of the Borrower are obliged to comply; or

(B) the holding beneficially of more than 50% of the Equity Interests in the Borrower; and

(ii) “acting in concert” means, a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively cooperate, through the acquisition directly or indirectly of shares in the Borrower by any of them, either directly or indirectly, to obtain or consolidate control of the Borrower;
(b) the Borrower does not or ceases to:
   (i) beneficially own (directly or indirectly) 100% of the Equity Interests in each Offshore Guarantor and 100% of the economic interests in each Offshore Guarantor, in each case, free from Security; or
   (ii) have the power (directly or indirectly) to appoint or remove (or control the appointment or removal of) all of the directors of each Offshore Guarantor;

(c) the Offshore Guarantor I does not or ceases to:
   (i) beneficially own (directly or indirectly) 100% of the Equity Interests in the WFOE and 100% of the economic interests in the WFOE, in each case, free from Security; or
   (ii) have the power (directly or indirectly) to appoint or remove (or control the appointment or removal of) all of the directors of the WFOE;

(d) the WFOE does not or ceases to have effective control over the Restricted Group Holding Company, including but not limited to:
   (i) the WFOE does not or ceases to have power to direct the activities that most significantly affect the economic performance of the Restricted Group Holding Company;
   (ii) the WFOE does not or ceases to receive the economic benefits of business operations of the Restricted Group Holding Company and its Subsidiaries, free from Security; or
   (iii) the WFOE does not or ceases to have an exclusive option to purchase all or part of the Equity Interests in the Restricted Group Holding Company, when and to the extent permitted by PRC law, or request any or all shareholders of the Restricted Group Holding Company to transfer all or part of the Equity Interests in the Restricted Group Holding Company to another PRC person or entity designated by the WFOE (or any member of the Group, as applicable) at any time;

(e) the Restricted Group Holding Company does not or ceases to:
   (i) beneficially own (directly or indirectly) 100% of the Equity Interests in the Onshore Guarantor and 100% of the economic interests in the Onshore Guarantor, in each case, free from Security; or
   (ii) have the power (directly or indirectly) to appoint or remove (or control the appointment or removal of) all of the directors of the Onshore Guarantor.


“Commitment” means:

(a) in relation to an Original Lender, the amount set opposite its name under the heading “Commitment” of Schedule 1 (The Original Lenders) and the amount of any other Commitment transferred to it under this Agreement or assumed by it pursuant to Clause 2.3 (Increase) or Clause 2.4 (Accordion);

(b) in relation to an Accession Lender which was not an Original Lender, the aggregate of all amounts set opposite to its name under the heading “Commitment” in the schedule to each Lenders Accession Memorandum signed by that Accession Lender and the amount of any other Commitment transferred to it under this Agreement or assumed by it pursuant to Clause 2.3 (Increase); and

(c) in relation to any other Lender, the amount of any Commitment transferred to it under this Agreement or assumed by it pursuant to Clause 2.3 (Increase),

to the extent not cancelled, reduced or transferred by it under this Agreement.

“Compatible Business” means a business which falls within the general nature of the principal business carried on by the Group or is similar to, complementary to, compatible with or related to, synergistic, incidental or ancillary to the principal business carried on by the Group carried out as at the First Utilisation Date, including (without limitation) ridesharing, automobile value chain, consumer and retail, internet, logistics, technology and finance.

“Compliance Certificate” means a certificate substantially in the form set out in Schedule 6 (Form of Compliance Certificate).

“Confidential Information” means all information relating to the Borrower, any Obligor, the Group, the Finance Documents or the Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facility from either:

(a) any member of the Group or any of its advisers; or
(b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or any of its
in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

(i) information that:

(A) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 37 (Confidential Information);

(B) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or

(C) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraph (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and
any Funding Rate or Reference Bank Quotation.

“Confidentiality Undertaking” means a confidentiality undertaking substantially in a recommended form of the APLMA or in any other form agreed between the Borrower and the Agent.

“Consolidated Net Debt” means, at any time, the amount of the Consolidated Total Borrowings of the Group at that time less the amount of Cash and Cash Equivalent Investments held by the Group at that time, and so that no amount shall be included or excluded more than once.

“Consolidated Total Borrowings” has the meaning given to that term in Clause 21.1 (Financial definitions).

“Default” means an Event of Default or any event or circumstance specified in Clause 23 (Events of Default) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

“Defaulting Lender” means any Lender:

(a) which has failed to make its participation in a Loan available (or has notified the Agent or the Borrower (which has notified the Agent) that it will not make its participation in a Loan available) by the Utilisation Date of that Loan in accordance with Clause 5.5 (Lenders’ participation);

(b) which has otherwise rescinded or repudiated a Finance Document; or

(c) with respect to which an Insolvency Event has occurred and is continuing, unless, in the case of paragraph (a) above:

(i) its failure to pay is caused by:

(A) administrative or technical error; or

(B) a Disruption Event; and,

payment is made within five Business Days of its due date; or

(ii) the Lender is disputing in good faith whether it is contractually obliged to make the payment in question.
“Disruption Event” means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

(i) from performing its payment obligations under the Finance Documents; or

(ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

“Distribution” means:

(a) any declaration, making or payment of any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital);

(b) any repayment or distribution of any dividend or share premium reserve;

(c) any redemption, repurchase, defeasance, retirement or repayment of any of its share capital or resolve to do so;

(d) any payment, repayment, prepayment, redemption, purchase, acquisition or defeasance (whether on account of principal, interest, fees or otherwise) of any Financial Indebtedness owed by any Obligor to any of its Affiliate (which is not a member of the Group); or

(e) any other arrangement having a similar effect to any of the foregoing. “EBITDA” has the meaning given to that term in Clause 21.1 (Financial definitions).

“EBITDA Breakeven” means the event where EBITDA for any Relevant Period is greater than zero.

“EEA Member Country” means any member state of the European Union, Iceland, Liechtenstein and Norway.

“Environment” means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

(a) air (including air within natural or man-made structures, whether above or below ground);
(b) water (including territorial, coastal and inland waters, water under or within land and water in drains and sewers); and

(c) land (including land under water).

“Environmental Claim” means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law.

“Environmental Law” means any applicable law which relates to:

(a) the pollution or protection of the Environment;

(b) the conditions of the workplace; or

(c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including any waste.

“Environmental Permits” means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any member of the Group conducted on or from the properties owned or used by any member of the Group.

“Equity Interest” means, in relation to any person:

(a) any shares of any class or capital stock of or equity interest (including any partnership interest) in such person or any depositary receipt in respect of any such shares, capital stock or equity interest;

(b) any securities convertible or exchangeable (whether at the option of the holder thereof or otherwise and whether such conversion is conditional or otherwise) into any such shares, capital stock, equity interest or depositary receipt, or any depositary receipt in respect of any such securities; or

(c) any option, warrant or other right to acquire any such shares, capital stock, equity interest, securities or depositary receipts referred to in paragraphs (a) and/or (b).

“EU Bail-In Legislation Schedule” means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

“Event of Default” means any event or circumstance specified as such in Clause 23 (Events of Default).

“Facility” means the revolving loan facility made available under this Agreement as described in Clause 2 (The Facility).

“Facility Office” means the office, offices, branch or branches notified by a Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five Business Days’ written notice) as the office, offices, branch or branches through which it will perform its obligations under this Agreement.
“FATCA” means:

(a) sections 1471 to 1474 of the Code and any associated regulations;

(b) any treaty or law of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law referred to in paragraph (a) above; and

(c) any agreement pursuant to the implementation of any treaty or law referred to in paragraph (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

“FATCA Application Date” means:

(a) in relation to a “withholdable payment” described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014;

(b) in relation to a “passthru payment” described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

“FATCA Deduction” means a deduction or withholding from a payment under a Finance Document required by FATCA.

“FATCA Exempt Party” means a Party that is entitled to receive payments free from any FATCA Deduction.

“Fee Letter” means any letter or letters dated on or about the date of this Agreement between the Borrower and any Finance Party setting out any of the fees referred to in Clause 12 (Fees).

“Finance Documents” means this Agreement, the Onshore Guarantee Agreement, any Fee Letter, any Subordination Deed, any Utilisation Request, any Lenders Accession Memorandum and any other document designated as such jointly by the Agent and the Borrower in writing (each a “Finance Document”).

“Finance Lease” means any lease or hire purchase contract, a liability under which would, in accordance with the Accounting Principles, be treated as a balance sheet liability (other than a lease or hire purchase contract which would, in accordance with the Accounting Principles applicable to the Original Financial Statements of the Borrower, be treated as an operating lease).

“Finance Party” means the Agent, the Arranger or a Lender.

“Financial Indebtedness” means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;
(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any Finance Lease;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing and required to be accounted for as a borrowing in accordance with the Accounting Principles;

(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) (for the purpose of paragraph (c) of the definition of “Finance Charges” only) shares which are expressed to be redeemable (including, for the avoidance of doubt, any redeemable convertible preference shares) on or before the date falling 6 months after the Termination Date;

(i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

(j) any amount of any liability under an advance or deferred purchase agreement if one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question; and

(k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above (provided that any guarantee or indemnity for items referred to in paragraph (h) shall only be taken into account for the purpose of paragraph (c) of the definition of “Finance Charges” and not for other purposes).

“Financial Quarter” has the meaning given to that term in Clause 21.1 (Financial definitions).

“Financial Year” has the meaning given to that term in Clause 21.1 (Financial definitions).

“First Utilisation Date” means the date on which the first Loan is made.

“Funding Rate” means any individual rate notified by a Lender to the Agent pursuant to paragraph (a)(ii) of Clause 11.4 (Cost of funds).

“Governmental Agency” means any government or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity or authority (including any stock exchange or any self-regulatory organisation established under any law).
“Group” means the Borrower and its Subsidiaries from time to time and shall be deemed to include each Restricted Entity (and a “member of the Group” means each of the foregoing entities and, for the avoidance of doubt, each Restricted Entity shall be deemed to be a “member of the Group”).

“Group Structure Chart” means the group structure chart delivered to the Agent pursuant to Part A of Schedule 2 (Conditions precedent).

“Guarantor” means an Offshore Guarantor or the Onshore Guarantor.

“HK Money Lenders Ordinance” means the Money Lenders Ordinance (Cap. 163) of the Laws of Hong Kong.

“Holding Company” means, in relation to a person, any other person in respect of which it is a Subsidiary.

“IFRS” means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

“Impaired Agent” means the Agent at any time when:

(a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Finance Documents by the due date for payment;

(b) the Agent otherwise rescinds or repudiates a Finance Document;

(c) (if the Agent is also a Lender) it is a Defaulting Lender under paragraph (a) or (b) of the definition of “Defaulting Lender”; or

(d) an Insolvency Event has occurred and is continuing with respect to the Agent; unless, in the case of paragraph (a) above:

(i) its failure to pay is caused by:

   (A) administrative or technical error; or

   (B) a Disruption Event; and

   payment is made within five Business Days of its due date; or

(ii) the Agent is disputing in good faith whether it is contractually obliged to make the payment in question.

“Increase Confirmation” means a document substantially in the form of Schedule 8 (Form of Increase Confirmation).

“Increase Lender” has the meaning given to that term in Clause 2.3 (Increase).
“Indirect Tax” means any goods and services tax, consumption tax, value added tax or any Tax of a similar nature (excluding any PRC Indirect Tax).

“Information Memorandum” means the document in the form approved by the Borrower concerning the Group which was prepared in relation to this transaction and distributed by the Borrower or JPM Arranger to selected financial institutions before the date of this Agreement.

“Insolvency Event” in relation to an entity means that entity:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or other official;

(e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:

(i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or

(ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;

(f) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(g) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (other than, for so long as it is required by law not to be publicly disclosed, any such appointment which is to be made, or is made, by a person or entity described in paragraph (d) above);

(h) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (h) above; or

(j) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“Intellectual Property” means:

(a) any algorithm, patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and

(b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist).

“Interest Period” means, in relation to a Loan, each period determined in accordance with Clause 10 (Interest Periods) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 9.3 (Default interest).

“Interpolated Screen Rate” means, in relation to any Loan and any Interest Period, the rate (rounded to the same number of decimal places as the two relevant Screen Rates) for a period equal in length to that Interest Period which results from interpolating on a linear basis between:

(a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than that Interest Period of that Loan; and

(b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds that Interest Period of that Loan,

each as of the Specified Time on the Quotation Day for dollars and that Interest Period.

“Investee Entity” means any entity (other than a member of the Group) in which any member of the Group holds any shares or interest from time to time.

“Joint Venture” means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity.

“JPM Arranger” means JPMorgan Chase Bank, N.A., acting through its Hong Kong Branch in its capacity as Mandated Lead Arranger and Bookrunner under the Finance Documents.

“Junior Finance Party” means any Affiliate of any Obligor whose rights in respect of any Financial Indebtedness owed by any Obligor to it are subordinated to the rights of the Lenders pursuant to a Subordination Deed.
“Legal Reservations” means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

(b) the time barring of claims under applicable statutes of limitation, the possibility that an undertaking to assume liability for or indemnify a person against nonpayment of stamp duty may be void and defences of set-off or counterclaim; and

(c) similar principles, rights and defences under the laws of any Relevant Jurisdiction;

(d) the principle that additional interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void;

(e) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant;

(f) the legality, validity, binding nature or enforceability of any PRC Document may be subject to the obtaining or effecting of any applicable Authorisations from Governmental Agencies in the PRC, and if any such Authorisation is not obtained or effected, the legality, validity, binding nature or enforceability of any PRC Document, or the remittance (from the PRC to outside the PRC) of the proceeds of any enforcement or performance of any PRC Document may be adversely affected; and

(g) any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinion delivered to the Agent in respect of any Finance Document.

“Lender” means:

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Party as a “Lender” in accordance with Clause 2.3 (Increase), Clause 2.4 (Accordion) or Clause 24 (Changes to the Lenders),

which in each case has not ceased to be a Lender in accordance with the terms of this Agreement.

“Lenders Accession Memorandum” means a memorandum substantially in the form set out in Schedule 10 (Form of Lenders Accession Memorandum) signed by the Borrower, the Accession Lenders and the Agent.

“LIBOR” means, in relation to any Loan and any Interest Period:

(a) the applicable Screen Rate as of the Specified Time for dollars and for a period equal in length to that Interest Period of that Loan; or
(b) as otherwise determined pursuant to Clause 11.1 (Unavailability of Screen Rate), and if, in either case, that rate is less than zero, LIBOR shall be deemed to be zero.

“Listing” means a listing of all or any part of the share capital of the Borrower, any member of the Group or any Holding Company of any member of the Group on any investment exchange or any other sale or issue by way of flotation or public offering or any equivalent circumstances in relation to the Borrower, any member of the Group or any Holding Company of any member of the Group in any jurisdiction or country.

“Loan” means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

“London Business Day” means a day (other than a Saturday or Sunday) on which commercial banks are open for general business, including dealings in interbank deposits in London.

“Majority Lenders” means a Lender or Lenders whose participations in the Loans and Available Commitments then outstanding aggregate more than 51% of all the Loans and Available Commitments then outstanding.

“Margin” means 1.00 per cent. per annum.

“Material Adverse Effect” means a material adverse effect on (a) the business, operations, property, or financial condition of the Group taken as a whole; (b) the ability of the Obligors (taken as a whole) to perform their payment obligations under the Finance Documents; or (c) the validity or enforceability of, or the rights or remedies of any Finance Party under, any of the Finance Documents.

“Material Company” means at any time:

(a) an Obligor; or

(b) any Subsidiary of the Borrower which:

(i) has earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) (excluding intra-Group items) representing 10 per cent. or more of EBITDA of the Borrower (calculated on a consolidated basis);

(ii) revenue representing 10 per cent. or more of the Revenue of the Borrower (calculated on a consolidated basis); or

(iii) holds any Material Licence; or

(c) a Holding Company of a Subsidiary of the Borrower falling within paragraph (a) or (b) above.

Compliance with the conditions set out in paragraphs (b)(i) and (b)(ii) above shall be determined by reference to the latest Annual Financial Statements and the Compliance Certificate supplied by the Borrower with such Annual Financial Statements and/or (A) the latest financial statements of that Subsidiary (consolidated in the case of a Subsidiary which itself has Subsidiaries) for the period covered by such Annual Financial Statements and (B) such Annual Financial Statements.
A report by the Borrower’s auditors that a Subsidiary is or is not a Material Company shall, in the absence of manifest error, be conclusive and binding on all Parties.

“Material Group” means the Borrower and each Material Company for the time being. “Material Licence” means any licence or other Authorisation:

(a) which is necessary for the business of the Group’s ride-hailing business in the PRC; and

(b) the absence of which will have a material adverse impact on the business of the Group (taken as a whole).

“Material RE Event” means any event which:

(a) is materially adverse to the interests of the Finance Parties under the Finance Documents;

(b) would cause a member of the Group to lose the ability to exercise effective control over and receive the economic benefits of business operations of a Restricted Entity; or

(c) would prevent the consolidation of the financial condition or results of operation of any Restricted Entity in accordance with the Accounting Principles for the purposes of the consolidated financial statements of the Group.

“Month” means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

(a) (subject to paragraph (c) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;

(b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month in which that period is to end; and

(c) if an Interest Period begins on the last Business Day of a calendar month and, consistent with the terms of this Agreement, that Interest Period is to be of a duration equal to a whole number of Months, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will only apply to the last Month of any period.

“Most Recent Relevant Period” means, as at any date, the Relevant Period ending on the last day of the most recent Financial Quarter that falls on or prior to such date.
“NBWD” has the meaning given to that term in Clause 22.30 (NBWD Filing and SAFE Registration).

“NDRC” means the National Development and Reform Commission (中华人民共和国国家发展和改革委员会) of the PRC or its competent local branch or any other authority succeeding to its functions.

“NDRC Circular 2044” means the NDRC Circular on Foreign Debt Registration (国家发展改革委关于推进企业发行外债备案登记制管理改革的通知(发改外资[2015]2044号)) promulgated by the NDRC on and effective from 14 September 2015 and its implementation rules and interpretations from time to time.

“NDRC Filing” means the foreign debt registration as required by the NDRC Circular 2044.

“Net Leverage” means, in respect of any Relevant Period, the ratio of Consolidated Net Debt on the last day of that Relevant Period to EBITDA in respect of that Relevant Period.

“New Lender” has the meaning given to that term in Clause 24.1 (Assignments and transfers by the Lenders).

“Obligor” means the Borrower or a Guarantor.

“Obligors’ Agent” means the Borrower, appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to Clause 2.4 (Obligors’ Agent).

“Offshore Group Member” means a member of the Group which is not an Onshore Group Member.

“Onshore Group Member” means a member of the Group incorporated in the PRC.

“Onshore Guarantee Agreement” means a PRC law governed guarantee agreement dated on or about the date of this Agreement between the Onshore Guarantor and the Agent.

“Onshore Guarantor” means滴滴出行 (北京) 网络平台技术有限公司 (DiDi Chuxing (Beijing) Network Platform Technology Co., Ltd.), a limited liability company incorporated under the laws of the PRC with unified social credit code 91110108MA01BMNB4E.

“Original Financial Statements” means:

(a) the audited consolidated financial statements of the Borrower for each of the financial years ending on 31 December 2018, 31 December 2019 and 31 December 2020, respectively;

(b) the unaudited consolidated income statement and balance sheet of the Onshore Guarantor for each of the financial years ending on 31 December 2018, 31 December 2019 and 31 December 2020, respectively; and
the unaudited unconsolidated income statement and balance sheet of each of the Offshore Guarantors for each of the financial years ending on 31 December 2018, 31 December 2019 and 31 December 2020, respectively.

each (other than the 2020 Annual Financial Statements, which will be provided pursuant to Clause 4.1 (Initial conditions precedent) after the date of this Agreement) in the form delivered to the Original Lenders prior to the date of this Agreement.

“Original Jurisdiction” means, in relation to an Obligor, the jurisdiction under whose laws that Obligor is incorporated as at the date of this Agreement.

“Party” means a party to this Agreement.

“Permitted Acquisition” means:

(a) an acquisition by a member of the Material Group of an asset sold, leased, transferred or otherwise disposed of by another member of the Group (in the case of disposal by a member of the Material Group, in circumstances constituting a Permitted Disposal);

(b) an acquisition or investment (including any investment in any Joint Venture) which is in respect of assets, businesses (or shares or interests in any entity) or Joint Venture which carries on a Compatible Business, provided that (i) such acquisition or investment does not result in a breach of any Authorisation and does not have and would not reasonably be expected to have a Material Adverse Effect and (ii) no Event of Default is continuing at the time of such acquisition or investment or would result from such acquisition or investment;

(c) any acquisition of or investment in shares or interests in any member of the Group or any Investee Entity existing on or prior to the First Utilisation Date;

(d) any acquisition of or investment in cash equivalents (including Cash Equivalent Investments);

(e) any acquisition or investment arising under or constituting part of the Restricted Entity Structure or pursuant to any Restricted Entity Contract;

(f) any acquisition or investment where the higher of the market value and consideration payable (when aggregated with the higher of the market value and consideration payable for any other acquisition(s) or investment(s) in the same financial year, other than any permitted under paragraphs (a) to (e) above or (g) below) does not exceed US$500,000,000 (or its equivalent in any other currency or currencies); and

(g) any other acquisition with the prior written consent of the Majority Lenders.

“Permitted Disposal” means any sale, lease, licence, transfer or other disposal of any assets:

(a) made in the ordinary course of business of the disposing entity;
(b) which are not shares, businesses, or Intellectual Property and made:

(i) in exchange for other assets comparable or superior as to type, value and quality; or

(ii) for cash and where such cash is applied within six months after the date of such sale, lease, transfer or disposal to acquire other assets comparable or superior as to type, value and quality;

(c) which are investments or securities listed or dealt in on any securities exchange or over-the-counter market (not being investments or securities in any member of the Group);

(d) which are obsolete or redundant;

(e) by a member of the Group (which is an Obligor) to another member of the Group (which is an Obligor) or by a member of the Group (which is not an Obligor) to another member of the Group;

(f) which are investments that are short term investments (excluding equity investments) readily convertible into cash without incurring any significant premium or penalty for cash (or vice versa) or in exchange for similar short term investments;

(g) which is cash (the disposal of which is not otherwise restricted under this Agreement);

(h) for the purpose of making any payment of any lawful dividend in the ordinary course of business of the disposing entity and which payment is not expressly prohibited under Clause 22.8 (Dividends and share redemption) or which is a Permitted Distribution;

(i) which are receivables (pursuant to any asset backed securities arrangements or otherwise) on arm’s length terms for cash either:

(i) on a non-recourse (as regards ability of the account debtors of the relevant receivables to pay) basis; or

(ii) on a recourse basis to the extent constituting, being part of or made pursuant to the incurrence of Permitted Financial Indebtedness;

that is constituted by any collection of receivables in the ordinary course of business by way of receipt of any note or other instrument evidencing the indebtedness constituted by such receivables or any letter of credit or other instrument supporting or collateralising such receivables, and a transfer/presentation of such note, letter of credit or instrument by a bank or financial institution in exchange for a cash payment;

(j) under any Finance Leases, hire purchase, conditional sale and/or other similar arrangements, which are not otherwise restricted by the Finance Documents;

(k) constituting a licence, lease, sub-licence or sub-lease of real property or a licence of intellectual property rights, in each case in the ordinary course of business;

(l) required by law or regulation or any order of any Governmental Agency (including any seizure, expropriation or compulsory purchase of any asset, provided that such seizure, expropriation or compulsory purchase does not otherwise constitute an Event of Default);

(m) by a target company (that is the subject of any Permitted Acquisition) or any Subsidiary thereof under and pursuant to the terms of any agreement existing at completion of that Permitted Acquisition;

(n) constituted by any termination or close-out of any Treasury Transaction as permitted by Clause 22.24 (Treasury Transactions);

(o) of treasury shares (or shares otherwise already held by a member of the Group) in any member of the Group in connection with share incentive schemes (and for the avoidance of doubt, any issuance of new shares or equity interests shall not be deemed to constitute a disposal);

(p) constituting, or that is part of or made under, a transaction permitted under Clause 22.10 (Merger);

(q) for the purpose of setting up or investing in any Joint Venture that is a Permitted Acquisition;

(r) arising as a result of the creation of any Permitted Security;

(s) which are shares or equity interest in a member of the Group or an Investee Entity, provided that such member of the Group or Investee Entity is not a Material Company and at the time of such disposal:

(i) the business carried out by such member of the Group or Investee Entity is not ride hailing business; or

(ii) (if the business carried out by such member of the Group or Investee Entity is ride hailing business) the EBITDA of such member of the Group or Investee Entity is no more than zero;

(t) where the higher of the market value and consideration receivable (when aggregated with the higher of the market value and consideration receivable for any other sale, lease, transfer of other disposal in the same financial year, other than any permitted under paragraphs (a) to (s) above
or (u) below) does not exceed five per cent. of EBITDA of the Group (or its equivalent in any other currency or currencies) determined by reference to the latest Annual Financial Statements (as at the time of such first-mentioned sale, lease, licence, transfer or other disposal) and the Compliance Certificate supplied by the Borrower with such Annual Financial Statements; and

(u) with the prior consent of the Majority Lenders,

provided that, in each case, no Material Adverse Effect has occurred and is continuing or would reasonably be expected to occur immediately after the making of that sale, lease, licence, transfer or other disposal of assets.
“Permitted Distribution” has the meaning given to that term in Clause 22.8 (Dividends and share redemption).

“Permitted Financial Indebtedness” means Financial Indebtedness:

(a) arising under the Finance Documents;

(b) (i) arising under a Permitted Loan, (ii) arising under a Permitted Guarantee, (iii) constituting Treasuring Transactions as permitted by Clause 22.24 (Treasury Transactions) or (iv) arising under a Permitted Subordinated Loan;

(c) of members of the Group existing as at the date of this Agreement and set out in Part A of Schedule 7 (Existing guarantee, loan and Security/Quasi-Security) (or any extension of the term of such Financial Indebtedness, provided that the maximum outstanding principal amount of such extended Financial Indebtedness shall not exceed the maximum outstanding principal amount under such Financial Indebtedness subsisting as at the date of this Agreement);

(d) incurred or established by any member of the Group (the “Permitted Additional Debt”) provided that the financial covenants in Clause 21.2 (Financial condition) for the Most Recent Relevant Period as at the date on which such Permitted Additional Debt is incurred (recalculated on a pro forma basis, giving effect to (x) the incurrence and full utilisation of any Permitted Additional Debt that has occurred after the last day of such Most Recent Relevant Period but on or before the date on which such proposed Permitted Additional Debt is incurred and (y) the incurrence and full utilisation of such proposed Permitted Additional Debt) would be complied with;

(e) constituting any refinancing of any Permitted Financial Indebtedness for an amount not exceeding the principal amount of such Permitted Financial Indebtedness being so refinanced plus accrued interest thereon and the amount of any related fees, costs and expenses, provided that (i) (for the avoidance of doubt) the amount of such refinancing may exceed the foregoing amount to the extent that such excess falls under any other paragraph of this definition and (ii) the application of such refinancing towards repayment or prepayment of such refinanced Permitted Financial Indebtedness will be made within 15 Business Days after the date of incurrence of such refinancing; or

(f) arising under any Finance Lease for vehicles used in the ride sharing business carried on by any member of the Group.

“Permitted Guarantee” means:

(a) any guarantee arising under the Finance Documents;

(b) (i) any guarantee which constitutes, is part of or is given under or in respect of any Financial Indebtedness of any member of the Group or any Investee Entity which Financial Indebtedness is permitted under this Agreement (except under paragraph (b)(ii) of the definition of “Permitted Financial Indebtedness”) or (ii) any guarantee given by any member of the Group in respect of the obligations or liabilities of any member of the Group or any Investee Entity to the extent such obligations or liabilities are not Financial Indebtedness;
the endorsement of negotiable instruments in the ordinary course of trade;

any guarantee given in respect of the netting or set-off arrangements permitted pursuant to paragraph (c) of the definition of “Permitted Security” or in respect of Cash Pooling;

any guarantee that is subsisting as at the date of this Agreement and set out in Part B of Schedule 7 (Existing guarantee, loan and Security/Quasi-Security) (or any extension of the term of such guarantee, provided that the maximum principal amount so guaranteed under such extended guarantee shall not exceed the maximum principal amount guaranteed pursuant to such guarantee subsisting as at the date of this Agreement);

any guarantee granted by any target (that is the subject of any Permitted Acquisition) or any Subsidiary thereof and existing at the time of such Permitted Acquisition (or any extension of the term of such guarantee provided that the maximum principal amount so guaranteed under such extended guarantee shall not exceed the maximum principal amount guaranteed pursuant to such guarantee as at the time of such Permitted Acquisition);

any guarantee granted by any member of the Group in respect of the obligations of any target company (that is the subject of any Permitted Acquisition or proposed Permitted Acquisition) or any of its Subsidiary or any guarantee granted by any member of the Group in respect of the obligations of the seller of any assets (that are the subject of any Permitted Acquisition or proposed Permitted Acquisition), provided that in each case, any such guarantee is made in connection with or with a view to consummating such Permitted Acquisition or proposed Permitted Acquisition, and the terms of such guarantee shall require such target or any Subsidiary thereof or such seller (as the case may be) to reimburse such member of the Group for any amount paid by such member of the Group pursuant to such guarantee if such Permitted Acquisition or proposed Permitted Acquisition does not occur within ten Months of the granting of such guarantee;

guarantees and indemnities under the Restricted Entity Contracts;

guarantees and indemnities required by a court, tribunal, arbitral body or agency in connection with arbitration and other legal proceedings not otherwise being an Event of Default;

guarantees and indemnities given in the ordinary course of the documentation of an acquisition or disposal transaction, or issuance or offering of shares or securities, or in favour of accountants, professional advisers, consultants and service providers;

guarantees and indemnities given in mandate, engagement and commitment letters and financing documentation (for the avoidance of doubt, excluding any guarantee provided under any definitive financing documentation as credit support arrangement);
(l) guarantees and indemnities granted to the trustee of any employee share option or employee unit trust scheme of any member of the Group;
(m) customary indemnities in favour of directors and officers in connection with the performance of their duties;
(n) guarantees granted or arising under legislation relating to tax or corporate law under which any member of the Group assumes liability for the obligations of another member of the Group incorporated or tax resident in the same jurisdiction;
(o) any performance bonds, advance payment bonds or documentary letters of credit guaranteeing performance by a member of the Group under any contract entered into in the ordinary course of trade; or
(p) (to the extent not permitted by the preceding paragraphs) any guarantee given by any member of the Group to guarantee any liability of person which is not a member of the Group, where the aggregate principal liability (whether actual or contingent) of members of the Group under all such guarantees (not falling within any of the preceding paragraphs of this definition and when aggregated with (without duplication) the aggregate amount of any loan incurred pursuant to paragraph (l) of the definition of “Permitted Loan” below) does not exceed, as at the time of the granting of such first-mentioned guarantee (and for the avoidance of doubt, if the principal amount guaranteed pursuant to such guarantee is subsequently increased, as at the time of such increase), RMB3,000,000,000 (or its equivalent in any other currency or currencies).

“Permitted Listing” means the Listing of all or any part of the share capital of the Borrower on a Recognised Stock Exchange.

“Permitted Loan” means:

(a) any trade credit extended by any member of the Group to its customers on normal commercial terms and in the ordinary course of its trading activities;

(b) any Financial Indebtedness which is referred to in the definition of, or otherwise constitutes, “Permitted Financial Indebtedness” (except under paragraph (b)(i) of that definition);

(c) (i) a loan made by an Obligor to another Obligor; (ii) a loan made by a member of the Group (which is not an Obligor) to another member of the Group (which is not an Obligor) or an Investee Entity or (iii) a Permitted Subordinated Loan;

(d) any loan or credit constituted by any Cash Pooling;

(e) any loan or credit pursuant to any Restricted Entity Contract or constituting any part of the Restricted Entity Structure (including any loan or credit to any person who is or is to become a shareholder of any Restricted Entity in connection with its investment or shareholding in any Restricted Entity);
(f) any loan that is subsisting as at the date of this Agreement and set out in Part C of Schedule 7 (Existing guarantee, loan and Security/Quasi-Security) (or any extension of the term of such loan, provided that the maximum principal amount under such extended loan shall not exceed the maximum principal amount under such loan subsisting as at the date of this Agreement);

(g) any loan granted by any target (that is the subject of any Permitted Acquisition) or any Subsidiary thereof and existing at the time of such Permitted Acquisition (or any extension of the term of such loan provided that the maximum principal amount under such extended loan shall not exceed the maximum principal amount under such loan existing as at the time of such Permitted Acquisition);

(h) any loan granted by any member of the Group to or for the benefit of any target company (that is the subject of any Permitted Acquisition or proposed Permitted Acquisition) or any of its Subsidiary or any loan granted by any member of the Group to or for the benefit of the seller of any assets (that are the subject of any Permitted Acquisition or proposed Permitted Acquisition), provided that in each case, the loan is granted in connection with or with a view to consummating such Permitted Acquisition or proposed Permitted Acquisition, and the terms of such loan shall require such target or any Subsidiary thereof or such seller (as the case may be) to repay such loan if such Permitted Acquisition or proposed Permitted Acquisition does not occur within ten Months of the granting of such loan;

(i) any loan or credit constituted by deferred consideration payable by a third party to a member of the Group pursuant to a Permitted Disposal in the ordinary course of business;

(j) any loan or credit granted in the ordinary course of the car leasing business of the Group, (i) which involves the provision of financing to car drivers in the PRC under a sale and leaseback arrangement and (ii) of which business nature and scope is substantially the same as what is being carried on by 重庆市西岸小额贷款有限公司 as at the date of this Agreement;

(k) any loan or credit given to any employee of any member of the Group, where the aggregate outstanding principal amount of all such loans and credit falling within this paragraph (k) does not exceed US$60,000,000 (or its equivalent in any other currency or currencies) at any time; or

(l) (to the extent not permitted by the preceding paragraphs) any loan or credit extended by a member of the Group to a person which is not a member of the Group, where the aggregate principal amount of all such loans and credit (not falling within any of the preceding paragraphs of this definition) when aggregated with (without duplication) the aggregate principal liability (whether actual or contingent) incurred pursuant to paragraph (p) of the definition of “Permitted Guarantee” above does not exceed, as at the time of the granting of such first-mentioned loan or credit (and, for the avoidance of doubt, if the principal amount under such loan or credit is subsequently increased, as at the time of such increase), RMB3,000,000,000 (or its equivalent in any other currency or currencies).
“Permitted Security” means:

(a) any Security or Quasi-Security listed in Part D of Schedule 7 (Existing guarantee, loan and Security/Quasi-Security) except to the extent the principal amount secured by that Security or Quasi-Security exceeds the amount stated in that Schedule;

(b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group and provided that the debt which is secured thereby is paid when due or contested in good faith by appropriate proceedings and properly provisioned;

(c) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group;

(d) any payment or close out netting or set-off arrangement pursuant to any Treasury Transaction or foreign exchange transaction entered into by a member of the Group which constitutes Permitted Financial Indebtedness, excluding any Security or Quasi-Security under a credit support arrangement;

(e) any Security or Quasi-Security created pursuant to any Finance Document;

(f) any Security or Quasi-Security arising under or constituting part of the Restricted Entity Structure or pursuant to any Restricted Entity Contract;

(g) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of business and on the supplier’s standard or usual terms and not arising as a result of any default or omission by any member of the Group;

(h) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal;

(i) any Security or Quasi-Security arising in connection with any cash pooling, netting or set-off arrangement entered into by any member of the Group for the purpose of netting debit and credit balances of two or more members of the Group (including an overdraft comprising more than one account) or pooling cash resources of any two or more members of the Group (“Cash Pooling”) (excluding for the avoidance of doubt, any Security or Quasi-Security under any credit support arrangement in favour of third parties that are not members of the Group), and any Security or Quasi-Security granted to a financial institution or clearing house on that financial institution’s or clearing house’s standard terms and conditions (or better) or under applicable law in respect of accounts and services;

(j) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group after the date of this Agreement if:

(i) that Security or Quasi-Security was not created in contemplation of (and was subsisting at the time of) the acquisition of that asset by a member of the Group;
(ii) the principal amount secured (otherwise than by a capitalisation of interest) has not been increased in contemplation of or since the acquisition of that asset by that member of the Group; and

(iii) that Security or Quasi-Security is removed or discharged within six months of the date of acquisition of that asset by that member of the Group (save to the extent that such Security or Quasi-Security falls under another paragraph of this definition);

(k) any Security or Quasi-Security over or affecting any asset of any person which becomes a member of the Group after the date of this Agreement, where that Security or Quasi-Security is created prior to the date on which that person becomes a member of the Group, if:

(i) that Security or Quasi-Security was not created in contemplation of that person’s becoming a member of the Group;

(ii) the principal amount secured has not increased (otherwise than by capitalisation of interest) in contemplation of or since that person’s becoming a member of the Group; and

(iii) that Security or Quasi-Security is removed or discharged within six months of that person’s becoming a member of the Group (save to the extent that such Security or Quasi-Security falls under another paragraph of this definition);

(l) any Security or Quasi-Security arising as a consequence of or in connection with any Finance Lease where the Financial Indebtedness arising in respect of that Finance Lease is Permitted Financial Indebtedness;

(m) any Security or Quasi-Security over documents of title and goods, rights relating to those goods and ancillary assets (including insurance relating to such goods) granted by any member of the Group as part of a documentary credit transaction;

(n) any Security over rental deposits arising in the ordinary course of business in respect of any property leased or licensed by a member of the Group, provided that the deposit does not exceed 12 months’ rent for the relevant property;

(o) any Security or Quasi-Security over bank or securities accounts granted as part of the standard terms and conditions of any applicable account bank or securities account bank;

(p) any Security or Quasi-Security arising out of judgments or awards, or as a result of, legal proceedings being conducted or contested in good faith and not constituting an Event of Default;

(q) any Security or Quasi-Security arising by operation of law in respect of Taxes (or assessments, charges or claims of or imposed by any Governmental Agency) that are paid when due or that are contested in good faith;
any Security or Quasi-Security over cash paid into an escrow or similar account in connection with a Permitted Disposal or a Permitted Acquisition including those in favour of any tax, customs or bonding authorities;

deposits to secure the performance of bids, trade contracts, governmental contracts and leases (in each case other than Financial Indebtedness), statutory obligations, surety, stays, customs and appeal bonds, performance bonds and other obligations of a like nature (including those to secure health, safety and environmental obligations) of any member the Group incurred in the ordinary course of business;

any Security or Quasi-Security constituted by easements, rights-of-way, restrictions, encroachments, protrusions and other similar encumbrances and title defects affecting real property which, in the aggregate, do not materially interfere with the ordinary conduct of the business of the applicable member of the Group;

any Security or Quasi-Security over any shares or interests in, and/or loans made by members of the Group to, and/or assets of, any target (that is the subject of any Permitted Acquisition) and/or any Subsidiary thereof, that secures any Permitted Financial Indebtedness incurred to finance or refinance such Permitted Acquisition;

any Security or Quasi-Security granted to secure any indebtedness which refines or replaces any other indebtedness which has the benefit of any Permitted Security (“Existing Security”), provided that the scope of that Security or Quasi-Security as at the time of creation thereof does not exceed that of the Existing Security immediately prior to such refinancing or replacement in any material respect (unless such excess falls within any other paragraph of this definition); or

any Security or Quasi-Security over assets the book value of which, when aggregated with the book value of any other assets of members of the Group subject to Security or Quasi-Security given by any member of the Group other than any permitted under paragraphs (a) to (v) above does not, as at the time of grant of such first-mentioned Security or Quasi-Security, exceed US$500,000,000 (or its equivalent in any other currency or currencies).

“Permitted Subordinated Loan” means any Financial Indebtedness owed by any Obligor to any of its Affiliates (which is neither an Obligor nor any (direct or indirect) shareholder of the Borrower) that is subordinated to the Facility in accordance with any Subordination Deed.

“PRC” means the People’s Republic of China, but, for the purpose of the Finance Documents, excluding Hong Kong, the Macau Special Administrative Region and Taiwan.

“PRC Business Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in Beijing.
“PRC Documents” means the Onshore Guarantee Agreement or any Subordination Deed to which an Obligor or Junior Finance Party established in the PRC is a party or which is governed by the laws of the PRC.

“PRC Indirect Tax” means any business tax, value added tax or any tax of a similar nature imposed by the PRC or any Governmental Agency of the PRC on any Lender (or on any payment to or for the account of any Lender) to the extent that such Lender’s participation in any Loan is made available or held through a Facility Office in the PRC.

“Quasi-Security” means any arrangement or transaction of a nature, or with an effect, described in paragraph (b) of Clause 22.3 (Negative Pledge).

“Quotation Day” means:

(a) in relation to any period for which an interest rate is to be determined, two London Business Days before the first day of that period unless market practice differs in the Relevant Interbank Market, in which case the Quotation Day will be determined by the Agent in accordance with market practice in the Relevant Interbank Market (and if quotations for that currency and period would normally be given on more than one day, the Quotation Day will be the last of those days); and

(b) in relation to any Interest Period the duration of which is selected by the Agent pursuant to Clause 9.3 (Default interest), such date as may be determined by the Agent (acting reasonably).

“Recognised Stock Exchange” means any of the Stock Exchange of Hong Kong Limited, Singapore Exchange Securities Trading Limited, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, London Stock Exchange plc, NASDAQ, the New York Stock Exchange or such other internationally recognised securities exchange as may be acceptable to the Majority Lenders.

“Reference Bank Quotation” means any quotation supplied to the Agent by a Reference Bank.

“Reference Bank Rate” means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Reference Banks as either:

(a) if:

(i) the Reference Bank is a contributor to the applicable Screen Rate; and

(ii) it consists of a single figure,

the rate (applied to the relevant Reference Bank and the relevant currency and period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator; or

(b) in any other case, the rate at which the relevant Reference Bank could fund itself in dollars for the relevant period with reference to the unsecured wholesale funding market.

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“Reference Banks” means such entities as may be appointed by the Agent in consultation with the Borrower.

“Related Fund” in relation to a fund (the "first fund"), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

“Relevant Interbank Market” means the London interbank market.

“Relevant Jurisdiction” means, in relation to an Obligor:

(a) its Original Jurisdiction; and

(b) any jurisdiction where it conducts any material part of its business.

“Relevant Nominating Body” means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

“Relevant Period” has the meaning given to that term in Clause 21.1 (Financial definitions).

“Repeating Representations” means each of the representations set out in Clause 19.1 (Status) to Clause 19.4 (Power and authority), Clause 19.6 (Governing law and enforcement), paragraph (d) of Clause 19.11 (No misleading information), paragraphs (a) and (b) of Clause 19.12 (Financial statements), Clause 19.13 (Pari passu ranking), Clause 19.18 (Anti-Corruption Law and Sanctions), Clause 19.20 (Good title to assets) and Clause 19.24 (HK Money Lenders Ordinance).

“Replacement Benchmark” means a benchmark rate which is:

(a) formally designated, nominated or recommended as the replacement for the Screen Rate by:

(i) the administrator of the Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or

(ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the “Replacement Benchmark” will be the replacement under paragraph (ii) above;

(b) in the opinion of the Majority Lenders and the Obligors, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or

(c) in the opinion of the Majority Lenders and the Obligors, an appropriate successor to the Screen Rate.

“Representative” means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

“Required CGB Business Disposal” means the disposal of the community group buying business of the Group pursuant to certain share purchase agreements dated 1 March 2021 between Chengxin Technology Inc., CC Sincere Investment Limited, Double Winner Enterprises Corporation and certain other parties.

“Resolution Authority” means any body which has authority to exercise any Writedown and Conversion Powers.

“Restricted Entity” means each entity that is the subject of the Restricted Entity Structure and any of its Subsidiaries, including the Restricted Group Holding Company and all of its Subsidiaries from time to time.

“Restricted Entity Contracts” means any exclusive technical advisory service agreement, trademark license agreement, software license agreement, loan agreement, share pledge agreement, power of attorney, exclusive purchase option agreement, cooperation agreement, spouse consent and any other related arrangement or agreement that is entered into by any member of the Group so as to achieve effective control over and receive the economic benefits of business operations of the Restricted Entities pursuant to the Restricted Entity Structure.

“Restricted Entity Structure” means any arrangement where an entity (that is established in the PRC and in respect of which the Borrower does not, directly or indirectly, hold or own a majority of its issued shares or equity interests) and/or any or all of its shareholder(s) enter into contractual arrangements with any member of the Group which enable such member of the Group to exercise effective control over and receive the economic benefits of business operations of such first-mentioned entity and consolidate the financial condition or results of operation of such first-mentioned entity in accordance with Accounting Principles for the purposes of the consolidated financial statements of the Group.

“Restricted Group Holding Company” means 北京小桔科技有限公司 (Beijing Xiaoju Technology Co., Ltd.), a limited liability company incorporated under the laws of the PRC, with registered number of 9111010859963405XW.
“Revenue” has the meaning given to that term in Clause 21.1 (Financial definitions).

“Rollover Loan” means one or more Loans:

(a) made or to be made on the same day that one or more maturing Loans is or are due to be repaid;

(b) the aggregate amount of which is equal to or less than the amount of such maturing Loan(s); and
made or to be made to the Borrower for the purpose of refinancing such maturing Loan(s) (as specified in the Utilisation Request(s) for such first-mentioned Loans).

“SAFE” means the State Administration of Foreign Exchange of the PRC (中华人民共和国国家外汇管理局) or its local counterparts or any other authority succeeding to its functions.

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea and Syria).

“Sanctioned Person” means at any time:

(a) any person listed in any Sanctions-related list of designated persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, by the United Nations Security Council, the European Union, any European Union member state, Her Majesty’s Treasury of the United Kingdom or the Hong Kong Monetary Authority;

(b) any person incorporated, organised or resident in a Sanctioned Country;

(c) any person owned or controlled by any such person or persons described in the foregoing paragraph (a) or (b) above; or

(d) any person otherwise the subject of any Sanctions.

“Sanctions” means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by:

(a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State; and

(b) the United Nations Security Council, the European Union, any European Union member state, Her Majesty’s Treasury of the United Kingdom or the Hong Kong Monetary Authority.

“Screen Rate” means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for dollars for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate), or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Agent may specify another page or service displaying the relevant rate after consultation with the Borrower.

“Screen Rate Replacement Event” means, in relation to the Screen Rate:

(a) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Majority Lenders and the Borrower, materially changed;
(b)

(i) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

(ii) the administrator of the Screen Rate publicly announces that it has ceased or will cease, to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;

(iii) the supervisor of the administrator of the Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued;

(iv) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or

(v) the supervisor of the administrator of the Screen Rate makes a public announcement or publishes information:

(A) stating that the Screen is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); and

(B) with awareness that any such announcement or publication will engage certain triggers for fallback provisions in contracts which may be activated by any such pre-cessation announcement or publication; or

(c) the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:

(i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Borrower) temporary; or

(ii) the Screen Rate is calculated in accordance with any such policy or arrangement for a period no less than one month; or
(d) in the opinion of the Majority Lenders and the Borrower, the Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

“Security” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

“Separate Loans” has the meaning given to that term in Clause 6.1 (Repayment of Loans).

“Specified Time” means a day or time determined in accordance with Schedule 9 (Timetables).

“Subordination Deed” means:

(a) any subordination deed to be entered into by, among others, any Obligor, any Affiliates of such Obligor and the Agent pursuant to Clause 22.25 (Subordination); or

(b) (to the extent the subordination arrangement under Clause 22.25 (Subordination) is not documented by way of a subordination deed described in paragraph (a) above), the provisions giving effect to the subordination arrangement under Clause 22.25 (Subordination) contained in any document to which an Obligor and the relevant Affiliates are parties,

in each case reasonably satisfactory to the Agent.

“Subsidiary” means, in relation to any company or corporation, a company or corporation:

(a) which is controlled, directly or indirectly, by the first mentioned company or corporation;

(b) more than half the issued equity share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation;

or

(c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and, for this purpose:

(i) a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body; and

(ii) each Restricted Entity shall be deemed to be an indirect Subsidiary of the Borrower.

“Sum” has the meaning given to that term in Clause 15.1 (Currency indemnity).
“Tax” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

“Tax Deduction” has the meaning given to that term in Clause 13.1 (Definitions).

“Termination Date” means the date which is 36 Months from the date of this Agreement.

“Third Parties Act” has the meaning given to that term in Clause 1.4 (Third party rights).

“Total Assets” means, in respect of any Relevant Period, the aggregate amount of the total assets of the Group on a consolidated basis prepared in accordance with the Accounting Principles as set out in the consolidated financial statements of the Borrower in respect of that Relevant Period delivered pursuant to Clause 4.1 (Initial conditions precedent) or Clause 20.1 (Financial statements).

“Total Commitments” means, at any time, the aggregate of the Commitments at that time, being US$1,600,000,000 at the date of this Agreement.

“Transfer Certificate” means a certificate substantially in the form set out in Schedule 4 (Form of Transfer Certificate) or in any other form agreed between the Agent and the Borrower.

“Transfer Date” means, in relation to an assignment or a transfer, the later of:

(a) the proposed Transfer Date specified in the relevant Assignment Agreement or Transfer Certificate; and

(b) the date on which the Agent executes the relevant Assignment Agreement or Transfer Certificate.

“Treasury Transactions” means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

“UK Bail-In Legislation” means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

“Unpaid Sum” means any sum due and payable but unpaid by an Obligor under the Finance Documents.

“US” means the United States of America.

“US GAAP” means generally accepted accounting principles in the US.

“US Tax Obligor” means:

(a) the Borrower if it is resident for tax purposes in the US; or
an Obligor some or all of whose payments under the Finance Documents are from sources within the US for US federal income tax purposes.

“Utilisation” means a utilisation of the Facility.

“Utilisation Date” means the date of a Utilisation, being the date on which a Loan is to be made.

“Utilisation Request” means a notice substantially in the form set out in Schedule 3 (Utilisation Request).

“WFOE” means 北京嘀嘀无限科技发展有限公司 (Beijing DiDi Infinity Technology and Development Co., Ltd.), a limited liability company incorporated under the laws of the PRC with unified social credit code 911101080673385595.

“Write-down and Conversion Powers” means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;

(b) in relation to any other applicable Bail-In Legislation other than the UK Bail-In Legislation:

(i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that Bail-In Legislation; and

(c) in relation to the UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers.
1.2 Construction

(a) Unless a contrary indication appears, any reference in this Agreement to:

(i) the “Agent”, the “Arranger”, any “Finance Party”, any “Junior Finance Party”, any “Lender”, any “Obligor” or any “Party” shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents;

(ii) a document in “agreed form” is a document which is previously agreed in writing by or on behalf of the Borrower and the Agent or, if not so agreed, is in the form specified by the Agent;

(iii) “assets” includes present and future properties, revenues and rights of every description;

(iv) an “authorised signatory” means a person that has been duly authorised by another person (the “other person”) to execute or sign any Finance Document (or other document or notice to be executed or signed by the other person under or in connection with any Finance Document) on behalf of that other person;

(v) a “Finance Document” or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced from time to time and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument and including any waiver or consent granted in respect of any term of any Finance Document from time to time;

(vi) a “group of Lenders” includes all the Lenders;

(vii) “guarantee” means (other than in Clause 18 (Guarantee and indemnity) or the Onshore Guarantee Agreement) any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of any other person to meet its indebtedness;

(viii) “including” shall be construed as “including without limitation” (and cognate expressions shall be construed similarly).

(ix) “indebtedness” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(x) a Lender’s “participation” in a Loan or Unpaid Sum includes an amount (in the currency of such Loan or Unpaid Sum) representing the fraction or portion (attributable to such Lender by virtue of the provisions of this Agreement) of the total amount of such Loan or Unpaid Sum and the Lender’s rights under this Agreement in respect thereof.
(xi) a “person” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality) or two or more of the foregoing;

(xii) a “regulation” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law, one with which entities to which the same applies customarily comply) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other similar authority or organisation;

(xiii) “shares” or “share capital” includes issued shares and other equivalent ownership interests (and “shareholder” and similar expressions shall be construed accordingly);

(xiv) a “law” includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure, in each case of any jurisdiction whatever (and “lawful” and “unlawful” shall be construed accordingly);

(xv) a law or a provision of law is a reference to that law or, as applicable, that provision as amended or re-enacted;

(xvi) “senior officer” of an entity means the CEO, CFO or equivalent officer of that entity;

(xvii) “knowledge” (excluding, for the avoidance of doubt, “actual knowledge”) in respect of an Obligor or a member of the Group means, to the best of the knowledge and belief of such Obligor or such member of the Group (as the case may be) (after due and careful enquiry); and

(xviii) a time of day is a reference to Hong Kong time.

(b) The determination of the extent to which a rate is “for a period equal in length” to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.

(c) Section, Clause and Schedule headings are for ease of reference only.

(d) Unless a contrary indication appears, a term used in any other Finance Document or in any notice or certificate given under or in connection with any Finance Document has the same meaning in that Finance Document, notice or certificate as in this Agreement.

(e) A Default (other than an Event of Default) is “continuing” if it has not been remedied or waived and an Event of Default is “continuing” if it has not been waived or remedied.
Where this Agreement specifies an amount in a given currency (the “specified currency”) “or its equivalent”, the “equivalent” is a reference to the amount of any other currency which, when converted into the specified currency utilising the Agent’s spot rate of exchange (or, if the Agent does not have an available spot rate of exchange, any publicly available spot rate of exchange selected by the Agent (acting reasonably)) for the purchase of the specified currency with that other currency at or about 11 a.m. on the relevant date, is equal to the relevant amount in the specified currency.

1.3 Currency symbols and definitions

“US$”, “USD” and “dollars” denote the lawful currency of the United States of America. “RMB” denotes the lawful currency of the PRC. “HK$” denotes the lawful currency of Hong Kong.

1.4 Third party rights

(a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the “Third Parties Act”) to enforce or to enjoy the benefit of any term of this Agreement.

(b) Subject to Clause 36.3 (Other exceptions) but otherwise notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

(c) Any person described in paragraph (b) of Clause 26.10 (Exclusion of liability), Clause 26.17 (Role of Reference Banks) and Clause 26.18 (Third Party Reference Banks) may, subject to this Clause 1.4 and the Third Parties Act, rely on any Clause of this Agreement which expressly confers rights on it.
2. THE FACILITY

2.1 The Facility

Subject to the terms of this Agreement, the Lenders make available to the Borrower a dollar revolving loan facility in an aggregate amount equal to the Total Commitments.

2.2 Finance Parties’ rights and obligations

(a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.

(b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of a Loan or any other amount owed by an Obligor which relates to a Finance Party’s participation in a Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by that Obligor.

(c) A Finance Party may, except as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

2.3 Increase

(a) The Borrower may by giving prior notice to the Agent upon or after the effective date of a cancellation of:

(i) the Available Commitment of a Defaulting Lender in accordance with paragraph (g) of Clause 7.4 (Right of replacement or repayment and cancellation in relation to a single Lender); or

(ii) the Commitment of a Lender in accordance with:

(A) Clause 7.1 (Illegality); or

(B) paragraph (a) of Clause 7.4 (Right of replacement or repayment and cancellation in relation to a single Lender),

(such Available Commitment or Commitment so cancelled being the “Cancelled Commitment”) request that the Commitment be increased (and the Commitments shall be so increased) in an aggregate amount of up to the amount of such Cancelled Commitment as follows:

(1) such increased Commitments will be assumed by one or more Lenders or other entities (each an “Increase Lender”) selected by the Borrower (each of which satisfies the criteria applicable to a New Lender under Clause 24.1 (Assignments and transfers by the Lenders)) and each of which confirms in writing (whether in the applicable Increase Confirmation or otherwise) its willingness to assume and does assume all the obligations of a Lender corresponding to that part of such increased Commitments which it is to assume (the “Assumed Commitment” of such Increase Lender), as if it had been an Original Lender;

(2) each Obligor party hereto and any Increase Lender shall assume obligations towards one another and/or acquire rights against one another under the Finance Documents as that Obligor and that Increase Lender would have assumed and/or acquired had that Increase Lender been an Original Lender (with the Assumed Commitment so assumed by it, in addition to any other Commitment which that Increase Lender may otherwise have in accordance with this Agreement);

(3) each Increase Lender shall become a Party as a “Lender” (with the Assumed Commitment so assumed by it, in addition to any other Commitment which that Increase Lender may otherwise have in accordance with this Agreement), and any Increase Lender and each of the other Finance Parties shall assume obligations towards one another and acquire rights against one another as that Increase Lender and those Finance Parties would have assumed and/or acquired had that Increase Lender been an Original Lender;

(4) the Commitments of the other Lenders shall continue in full force and effect; and

(5) any such increase in the Commitments shall take effect on the later of (I) the date specified by the Borrower in the notice referred to above or (II) the date on which the conditions set out in paragraph (b) below are satisfied in respect
(b) An increase in the Commitments pursuant to paragraph (a) above will only be effective on:

(i) the execution by the Agent of an Increase Confirmation from each Increase Lender in respect of such increase (setting out the Assumed Commitment which such Increase Lender is assuming in accordance with paragraph (a) above); and
in relation to an Increase Lender which is not a Lender immediately prior to such increase in Commitments, the Agent being satisfied that it has completed all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to the assumption of the Assumed Commitment by that Increase Lender. The Agent shall promptly carry out such checks upon request by the Borrower and shall promptly notify the Borrower and that Increase Lender upon being so satisfied.

(c) Each Increase Lender, by executing an Increase Confirmation, confirms (for the avoidance of doubt) that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with any Finance Document on or prior to the date on which the increase in Commitments (to which such Increase Confirmation relates) becomes effective.

(d) The Borrower shall within 10 Business Days of demand pay the Agent the amount of costs and expenses (including legal fees) reasonably incurred by it in connection with such increase in Commitments under this Clause 2.3.

(e) The Increase Lender shall, on the date upon which the increase takes effect, pay to the Agent (for its own account) a fee in an amount equal to the fee which would be payable under Clause 24.3 (Assignment or transfer fee) if the increase was a transfer pursuant to Clause 24.5 (Procedure for transfer) and if the Increase Lender was a New Lender.

(f) The Borrower may pay to an Increase Lender a fee (if any) in the amount and at the times agreed between the Borrower and that Increase Lender in a Fee Letter.

(g) Clause 24.4 (Limitation of responsibility of Existing Lenders) shall apply mutatis mutandis in this Clause 2.3 in relation to an Increase Lender as if references in that Clause to:

(i) an “Existing Lender” were references to each of the Lenders immediately prior to the applicable increase in Commitments or the assumption of any Assumed Commitment by such Increase Lender;

(ii) the “New Lender” were references to that Increase Lender; and

(iii) a “re-transfer” and “re-assignment” were references to respectively a “transfer” and “assignment”.

2.4 Accordion

(a) The Borrower may request that the Total Commitments be increased by an amount not exceeding US$400,000,000, by delivering to the Agent by no later than five days prior to the date on which the first Utilisation Request is delivered by the Borrower, a Lenders Accession Memorandum duly completed and executed by the Borrower and one or more Accession Lenders, in which event on the date on which the Agent executes the Lenders Accession Memorandum (the “Accession Date”):
(i) each Accession Lender shall assume such Commitment as specified in the Lenders Accession Memorandum as being allocated to it (the “Additional Commitment” of such Accession Lender) and shall assume all the obligations of a Lender corresponding to its Additional Commitment, as if it had been an Original Lender;

(ii) each Obligor party hereto and any Accession Lender shall assume obligations towards one another and/or acquire rights against one another under the Finance Documents as that Obligor and that Accession Lender would have assumed and/or acquired had that Accession Lender been an Original Lender (with the Additional Commitment so assumed by it, in addition to any other Commitment which that Accession Lender may otherwise have in accordance with this Agreement);

(iii) each Accession Lender shall become a Party as a “Lender” (with the Additional Commitment so assumed by it, in addition to any other Commitment which that Accession Lender may otherwise have in accordance with this Agreement), and any Accession Lender and each of the other Finance Parties shall assume obligations towards one another and acquire rights against one another as that Accession Lender and those Finance Parties would have assumed and/or acquired had that Accession Lender been an Original Lender; and

(iv) the Commitments of the other Lenders shall continue in full force and effect.

(b) The Agent shall not be obliged to execute a Lenders Accession Memorandum until it has completed all the necessary “know your customer” or other checks relating to any person that it is required to carry out in relation to the proposed accession by any Accession Lender. The Agent shall promptly notify the Borrower and the relevant Accession Lenders upon completion of such checks.

(c) Each Accession Lender, by executing the Lenders Accession Memorandum, confirms (for the avoidance of doubt) that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the increase in Commitments (to which such Lenders Accession Memorandum relates) becomes effective.

(d) The Borrower shall within 10 Business Days of demand pay the Agent the amount of costs and expenses (including legal fees) reasonably incurred by it in connection with such increase in Commitments under this Clause 2.4.

(e) No more than two Lenders Accession Memorandum shall be delivered pursuant to this Clause 2.4.
2.5 Obligors’ Agent

(a) Each Obligor party hereto (other than the Borrower) by its execution of this Agreement irrevocably appoints the Borrower (acting through one or more authorised signatories) to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:

(i) the Borrower on its behalf to supply all information concerning itself contemplated by this Agreement to the Finance Parties and to give all notices and instructions, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Obligor notwithstanding that they may affect the Obligor, without further reference to or the consent of that Obligor; and

(ii) each Finance Party to give any notice, demand or other communication to that Obligor pursuant to the Finance Documents to the Borrower,

and in each case the Obligor shall be bound as though the Obligor itself had given the notices and instructions (including any Utilisation Requests) or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.

(b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Obligors’ Agent or given to the Obligors’ Agent under any Finance Document on behalf of another Obligor party hereto or in connection with any Finance Document (whether or not known to any other Obligor and whether occurring before or after such other Obligor became an Obligor under any Finance Document) shall be binding for all purposes on that Obligor as if that Obligor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Obligors’ Agent and any other Obligor party hereto, those of the Obligors’ Agent shall prevail.

3. PURPOSE

3.1 Purpose

The Borrower shall apply all amounts borrowed by it under the Facility towards financing the general corporate purposes of the Group, including (but not limited to):

(a) financing any operation, development or investment of the Group;

(b) providing intercompany liquidity support and/or refinancing of the existing Financial Indebtedness of the members of the Group; and

(c) paying all fees, costs and expenses payable under the Finance Documents.

3.2 Monitoring

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.
4. CONDITIONS OF UTILISATION

4.1 Initial conditions precedent

(a) The Borrower may not deliver a Utilisation Request unless the Agent has received all of the documents and other evidence listed in Part A of Schedule 2 (Conditions precedent) in form and substance satisfactory to the Agent. The Agent shall notify the Borrower and the Lenders promptly upon being so satisfied.

(b) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (a) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

4.2 Further conditions precedent

The Lenders will only be obliged to comply with Clause 5.5 (Lenders’ participation) if on the date of the Utilisation Request and on the proposed Utilisation Date:

(a) in the case of a Rollover Loan, no Event of Default is continuing or would result from the proposed Loan;

(b) in the case of any Loan (other than a Rollover Loan), no Default is continuing or would result from the proposed Loan and no Business Suspension Event is continuing; and

(c) the Repeating Representations and any other representations expressed to repeat on such date in any other Finance Document to be made by each Obligor are true in all material respects (save that, where such representation or statement is qualified by reference to materiality or Material Adverse Effect, in any respect).

4.3 Maximum number of Loans

(a) The Borrower may not deliver a Utilisation Request if as a result of the proposed Utilisation, more than five Loans would be outstanding.

(b) Any Separate Loan shall not be taken into account in this Clause 4.3.
5. UTILISATION

5.1 Delivery of a Utilisation Request

The Borrower may utilise a Facility by delivery to the Agent of a duly completed Utilisation Request not later than the Specified Time.

5.2 Completion of a Utilisation Request

(a) Each Utilisation Request for a Utilisation is irrevocable and will not be regarded as having been duly completed unless:

(i) the proposed Utilisation Date is a Business Day within the Availability Period and (if any Lenders Accession Memorandum has been delivered to the Agent prior to the date of that Utilisation Request) falls on a date which is no earlier than five Business Days after the Accession Date in respect of such Lenders Accession Memorandum;

(ii) the currency and amount of that Utilisation comply with Clause 5.4 (Currency and amount);

(iii) the proposed Interest Period complies with Clause 10 (Interest Periods);

(iv) it specifies an account of the Borrower to which the proceeds of that Utilisation are to be credited; and

(v) (except in the case of a Rollover Loan) it either contains the certification referred to in Part B of Schedule 2 (Conditions precedent) or is accompanied by a certificate referred to in Part B of Schedule 2 (Conditions precedent).

(b) Only one Loan may be requested in each Utilisation Request.

5.3 Automatic rollover

(a) If the last day of the Interest Period for a Loan falls prior to the expiry of the Availability Period, the Borrower shall be deemed to have delivered a Utilisation Request requesting for a Rollover Loan to refinance such Loan on the last day of such Interest Period and such Utilisation Request shall be deemed to have been duly completed in accordance with Clause 5.2 (Completion of a Utilisation Request), signed and delivered by the Borrower by the Specified Time and to have specified an Interest Period (for such Rollover Loan) for a period equal in length to the Interest Period applicable to such Loan so refinanced or such shorter period as shall end on the Termination Date (and the provisions of this Agreement relating to the making of such Rollover Loan shall apply accordingly) (such Rollover Loan, an “Automatic Rollover Loan”), unless the Borrower shall have:
(i) actually delivered any Utilisation Request(s) for Rollover Loan(s) to be made to refinance such first-mentioned Loan on or prior to such Specified Time (in which case such actually delivered Utilisation Request(s) shall prevail); or

(ii) notified the Agent on or prior to such Specified Time that it does not wish to request for the making of any Automatic Rollover Loan or any Rollover Loan to refinance such first-mentioned Loan on the last day of such first-mentioned Interest Period.

(b) The Utilisation Request which is deemed to have been delivered by the Borrower under paragraph (a) above shall be, unless expressly provided otherwise in paragraph (a), subject to all other provisions in this Agreement applicable to a Utilisation Request.

(c) If the Interest Periods of two or more Loans (“Original Loans”) end on the same date and a Utilisation Request requesting for a Rollover Loan is delivered or deemed to be delivered by the Borrower for each of such Original Loans pursuant to the terms of this Agreement with the same Interest Period, those Rollover Loans will be consolidated into, and treated as, a single Loan on the Utilisation Date of such Rollover Loans.

5.4 Currency and amount

(a) The currency specified in a Utilisation Request must be dollars.

(b) The amount of the proposed Loan must be:

(i) US$10,000,000 or in higher integral multiples of US$10,000,000 or if less, the Available Facility; and

(ii) in any event such that it is less than or equal to the Available Facility.

5.5 Lenders’ participation

(a) If the conditions set out in Clause 4 (Conditions of Utilisation) and Clause 5.1 (Delivery of a Utilisation Request) to Clause 5.4 (Currency and amount) have been met and subject to Clause 6.1 (Repayment of Loans), each Lender participating in a Facility shall make its participation in each Loan available by the Utilisation Date (specified in the Utilisation Request for such Loan) through its Facility Office. For such purpose, a Lender shall be considered to be participating in a Facility if it has any Available Commitment.

(b) The amount of each Lender’s participation in each Loan will be equal to a proportion of such Loan, such proportion is equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making that Loan.

(c) The Agent shall notify each Lender of the amount of each Loan and the amount of its participation in that Loan and, if different, the amount of that participation to be made available in accordance with Clause 30.1 (Payments to the Agent), in each case by the Specified Time.
5.6 Cancellation of Commitment

The Commitments which, at that time, are unutilised shall be immediately cancelled at 5:00 p.m. on the last day of the Availability Period.
SECTION 4
REPAYMENT, PREPAYMENT AND CANCELLATION

6. REPAYMENT

6.1 Repayment of Loans

(a) Subject to paragraph (c) below, the Borrower shall repay each Loan on the last day of its Interest Period.

(b) Without prejudice to the Borrower’s obligation under paragraph (a) above, if one or more Loans (the “New Loans”) are to be made available to the Borrower:

(i) on the same day that a maturing Loan is due to be repaid by the Borrower; and

(ii) in whole or in part for the purpose of refinancing the maturing Loan (as specified in the Utilisation Request for the New Loans),

the aggregate amount of the New Loans shall, unless the Borrower notifies the Agent to the contrary in the relevant Utilisation Request, be treated as if applied in or towards repayment of the maturing Loan so that:

(A) if the amount of the maturing Loan exceeds the aggregate amount of the New Loans:

(1) the Borrower will only be required to make a payment under Clause 30.1 (Payments to the Agent) in an amount equal to that excess; and

(2) each Lender’s participation in the New Loans shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender’s participation in the maturing Loan and that Lender will not be required to make a payment under Clause 30.1 (Payments to the Agent) in respect of its participation in the New Loans; and

(B) if the amount of the maturing Loan is equal to or less than the aggregate amount of the New Loans:

(1) the Borrower will not be required to make a payment under Clause 30.1 (Payments to the Agent); and

(2) each Lender will be required to make a payment under Clause 30.1 (Payments to the Agent) in respect of its participation in the New Loans only to the extent that its participation in the New Loans exceeds that Lender’s participation in the maturing Loan and the remainder of that Lender’s participation in the New Loans shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender’s participation in the maturing Loan.
At any time when a Lender becomes a Defaulting Lender, the maturity date of each of the participations of that Lender in the Loans then outstanding will be automatically extended to the last day of the Availability Period and will be treated as separate Loans (the “Separate Loans”).

If the Borrower makes a prepayment of a Loan pursuant to Clause 7.3 (Voluntary prepayment of Loans), it may prepay any outstanding Separate Loan owing to a Defaulting Lender by giving not less than five Business Days’ prior notice to the Agent. The proportion borne by the amount of such prepayment of that Separate Loan to the aggregate amount of the Separate Loans owing to such Defaulting Lender shall not exceed the proportion borne by the amount of the corresponding prepayment of that Loan to the aggregate amount of the Loans. The Agent will forward a copy of a prepayment notice received in accordance with this paragraph (d) to the Defaulting Lender concerned as soon as practicable on receipt.

Interest in respect of a Separate Loan will accrue for successive Interest Periods selected by the Borrower by the time and date specified by the Agent (acting reasonably) and will be payable by the Borrower to the Agent (for the account of that Defaulting Lender) on the last day of each Interest Period of that Loan.

The terms of this Agreement relating to Loans generally shall continue to apply to Separate Loans other than to the extent inconsistent with paragraphs (c) to (e) above, in which case those paragraphs shall prevail in respect of any Separate Loan.

7. ILLEGALITY, PREPAYMENT AND CANCELLATION

7.1 Illegality

If, at any time it is or will become unlawful in any applicable jurisdiction for any Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in any Loan (or it is or will become unlawful for any Affiliate of a Lender for that Lender to do so):

(a) that Lender shall promptly notify the Agent upon becoming aware of that event;

(b) upon the Agent notifying the Borrower, the Available Commitment of that Lender will be immediately cancelled and the Commitment of that Lender will be cancelled in the amount of such cancellation of Available Commitment (provided that the Total Commitments may (at the Borrower’s option) simultaneously with or subsequent to such cancellation be increased in accordance with Clause 2.3 (Increase)); and

(c) to the extent that such Lender’s participation has not been transferred pursuant to paragraph (d) of Clause 7.4 (Right of replacement or repayment and cancellation in relation to a single Lender), the Borrower shall repay that Lender’s participation in each of the Loans on the last day of the then current Interest Period for that Loan occurring after the Agent has notified the Borrower or, if earlier, the date specified by that Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender’s corresponding Commitment in respect of that Facility shall be cancelled in the amount of that Lender’s participation in any Loan so repaid.

7.2 Voluntary cancellation

The Borrower may, if it gives the Agent not less than five Business Days’ (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole or any part (being a minimum amount of US$10,000,000 or in higher integral multiples of US$10,000,000) of the Available Facility. Any cancellation under this Clause 7.2 shall reduce the Commitments of the Lenders ratably under that Facility.

7.3 Voluntary prepayment of Loans

The Borrower may, if it gives the Agent not less than five Business Days’ (or such shorter period as the Majority Lenders may agree) prior notice, prepay the whole or any part of a Loan (but, if in part, being an amount that reduces the Loan by a minimum amount of US$10,000,000 or in higher integral multiples of US$10,000,000).

7.4 Right of replacement or repayment and cancellation in relation to a single Lender

(a) If:

(i) any sum payable to any Lender by an Obligor is required to be increased under paragraph (c) of Clause 13.2 (Tax gross-up);

(ii) any Lender’s Commitment or participation in any Loan is being included to trigger the event as described in Clause 11.3 (Market disruption) but no alternative basis of interest rate has been agreed pursuant to paragraph (c) of Clause 11.4 (Cost of funds); or

(iii) any Lender claims indemnification from the Borrower under Clause 13.3 (Tax indemnity) or Clause 14.1 (Increased costs),

the Borrower may, whilst the circumstance giving rise to the requirement for that increase, inclusion or indemnification continues, give the Agent notice of cancellation of the Commitment of that Lender and its intention to procure the prepayment of that Lender’s participation in the Loans or give the Agent notice of its intention to replace that Lender in accordance with paragraph (d) below.

(b) On receipt of a notice of cancellation referred to in paragraph (a) above, the Available Commitment of that Lender shall immediately be reduced to zero.
On the last day of each Interest Period for each Loan which ends after the Borrower has given notice of cancellation under paragraph (a) above (or, if earlier, the date specified by the Borrower in that notice), the Borrower shall repay that Lender’s participation in that Loan together with all interest and other amounts payable to such Lender under the Finance Documents and that Lender’s corresponding Commitment shall be immediately cancelled in the amount of the participations repaid.
(d) If:

(i) any of the circumstances set out in paragraph (a) above apply to a Lender; or

(ii) an Obligor becomes or will become obliged to pay any amount in accordance with Clause 7.1 (Illegality) to any Lender,

the Borrower may on five Business Days’ prior notice to the Agent and that Lender, replace that Lender by requiring that Lender to (and, to the extent permitted by law, that Lender shall) transfer pursuant to Clause 24 (Changes to the Lenders) all (and not part only) of its rights and obligations under this Agreement to a Lender or other bank, financial institution, trust, fund or other entity selected by the Borrower which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with Clause 24 (Changes to the Lenders) for a purchase price in cash payable at the time of the transfer in an amount equal to the outstanding principal amount of such Lender’s participation in the outstanding Loans and all accrued interest, Break Costs and other amounts payable in relation thereto under the Finance Documents.

(e) The replacement of a Lender pursuant to paragraph (d) above shall be subject to the following conditions:

(i) the Borrower shall have no right to replace the Agent;

(ii) neither the Agent nor any Lender shall have any obligation to find a replacement Lender;

(iii) in no event shall the Lender replaced under paragraph (d) above be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents; and

(iv) the Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (d) above once it is satisfied that it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to that transfer.

(f) A Lender shall perform the procedures described in paragraph (e)(iv) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (d) above and shall notify the Agent and the Borrower when it is satisfied that it has completed those procedures.

(g)

(i) If any Lender becomes a Defaulting Lender, the Borrower may, at any time whilst the Lender continues to be a Defaulting Lender, give the Agent five Business Days’ notice of cancellation of the Available Commitment of that Lender.
7.5 Change of Control

Upon the occurrence of a Change of Control:

(a) the Borrower shall promptly notify the Agent upon becoming aware of that event; and

(b) irrespective of whether the Borrower has complied with paragraph (a) above:

   (i) a Lender shall not be obliged to fund a Utilisation (except for a Rollover Loan); and

   (ii) if a Lender so requires and notifies the Agent within 30 days of the Borrower notifying the Agent of the event, the Agent shall, by not

        less than 10 Business Days’ notice to the Borrower, cancel the Commitment of that Lender and declare the participation of that Lender

        in all outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents in relation to that

        Lender’s participation immediately due and payable, whereupon the Commitment of that Lender will be cancelled and all of that

        Lender’s participation in such outstanding Loans and amounts will become immediately due and payable.

8. RESTRICTIONS

8.1 Notices of cancellation or prepayment

Any notice of cancellation or prepayment given by any Party under Clause 7 (Illegality, prepayment and cancellation) shall be irrevocable and, unless a

contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the

amount of that cancellation or prepayment.

8.2 Interest and other amounts

Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without

premium or penalty.

8.3 Reborrowing

Unless a contrary indication appears in this Agreement, any part of the Facility which is prepaid or repaid may be reborrowed in accordance with the

terms of this Agreement.
8.4 **Prepayment in accordance with Agreement**

The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

8.5 **No reinstatement of Commitments**

Subject to Clause 2.3 (*Increase*), no amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

8.6 **Agent’s receipt of notices**

If the Agent receives a notice under Clause 7 (*Illegality, prepayment and cancellation*) it shall promptly forward a copy of that notice to either the Borrower or the affected Lender, as appropriate.

8.7 **Effect of repayment and prepayment on Commitments**

If all or part of any Lender’s participation in a Loan is repaid or prepaid and is not available for redrawing (other than by operation of Clause 4.2 (*Further conditions precedent*)), an amount of that Lender’s Commitment (equal to the amount of its participation in that Loan which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment (unless such cancellation is already made pursuant to another provision of this Agreement).

8.8 **Application of prepayments**

Any prepayment of a Loan (other than a prepayment pursuant to Clause 7.1 (*Illegality*), Clause 7.4 (*Right of replacement or repayment and cancellation in relation to a single Lender*) or Clause 7.5 (*Change of Control*)) shall be applied *pro rata* to each Lender’s participation in that Loan.
SECTION 5
COSTS OF UTILISATION

9. INTEREST

9.1 Calculation of interest

The rate of interest on each Loan for each Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin; and

(b) LIBOR for that Loan and such Interest Period.

9.2 Payment of interest

The Borrower shall pay accrued interest on each Loan on the last day of each Interest Period relating to that Loan (and, if that Interest Period is longer than six Months, on the dates falling at six monthly intervals after the first day of that Interest Period).

9.3 Default interest

(a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the Unpaid Sum from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (b) below, is the sum of 2 per cent. per annum and the rate which would have been payable if the Unpaid Sum had, during the period of non-payment, constituted a Loan in the currency of the Unpaid Sum for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this Clause 9.3 shall be immediately payable by the Borrower on demand by the Agent.

(b) If any Unpaid Sum consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:

(i) the first Interest Period for that Unpaid Sum shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and

(ii) the rate of interest applying to the Unpaid Sum during that first Interest Period shall be the sum of 2 per cent. per annum and the rate which would have applied if the Unpaid Sum had not become due.

(c) Default interest (if unpaid) arising on an Unpaid Sum will be compounded with the Unpaid Sum at the end of each Interest Period applicable to that Unpaid Sum but will remain immediately due and payable.

9.4 Notification of rates of interest

(a) The Agent shall promptly notify the Lenders and the Borrower of the determination of a rate of interest under this Agreement.
The Agent shall promptly notify the Borrower of each Funding Rate relating to a Loan.

10. **INTEREST PERIODS**

10.1 **Selection of Interest Periods**

(a) The Borrower may select an Interest Period for a Loan in the Utilisation Request for that Loan.

(b) Subject to this Clause 10, the Borrower may select an Interest Period of one Month, three Months or any other period agreed between the Borrower and the Agent (acting on the instructions of all the Lenders) in relation to the relevant Loan.

(c) An Interest Period for a Loan shall not extend beyond the Termination Date applicable to its Facility.

(d) A Loan has one Interest Period only which shall start on the Utilisation Date of that Loan.

(e) The Interest Period of each Automatic Rollover Loan shall be determined in accordance with Clause 5.3 *(Automatic rollover).*

10.2 **Non-Business Days**

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

11. **CHANGES TO THE CALCULATION OF INTEREST**

11.1 **Unavailability of Screen Rate**

(a) *Interpolated Screen Rate:* If no Screen Rate is available for LIBOR for the Interest Period of a Loan, the applicable LIBOR (for that Loan and that Interest Period) shall be the Interpolated Screen Rate for a period equal in length to that Interest Period of that Loan.

(b) *Reference Bank Rate:* If no Screen Rate is available for LIBOR (for any Loan and any Interest Period) for:

(i) dollars; or

(ii) that Interest Period of that Loan and it is not possible to calculate the Interpolated Screen Rate (for that Loan and that Interest Period), the applicable LIBOR (for that Loan and that Interest Period) shall be the Reference Bank Rate as of the Specified Time and for dollars and for a period equal in length to that Interest Period of that Loan.
11.2 Calculation of Reference Bank Rate

(a) Subject to paragraph (b) below, if LIBOR is to be determined on the basis of a Reference Bank Rate but a Reference Bank does not supply a quotation by the Specified Time, the Reference Bank Rate shall be calculated on the basis of the quotations of the remaining Reference Banks.

(b) If at or about noon (London time) on the Quotation Day for an Interest Period, none or only one of the Reference Banks supplies a quotation, there shall be no Reference Bank Rate for the relevant Interest Period.

11.3 Market disruption

If before 5:00pm (Hong Kong time) on the Business Day immediately following the Quotation Day for a Loan and an Interest Period relating thereto, the Agent receives notifications from a Lender or Lenders (whose participations in that Loan exceed 35 per cent. of that Loan) that the cost to it of funding its participation in that Loan from whatever source it may reasonably select would be in excess of LIBOR (for that Loan and that Interest Period) then Clause 11.4 (Cost of funds) shall apply to that Loan for that Interest Period.

11.4 Cost of funds

(a) If this Clause 11.4 applies, the rate of interest on the relevant Loan for the relevant Interest Period shall be the percentage rate per annum which is the sum of:

(i) the applicable Margin; and

(ii) the weighted average (weighted by reference to each Lender’s respective participation in that Loan) of the rates notified to the Agent by each Lender as soon as practicable and in any event within five Business Days of the first day of that Interest Period (or, if earlier, on the date falling five Business Days before the date on which interest is due to be paid in respect of that Interest Period) to be that which expresses as a percentage rate per annum the cost to that Lender of funding its participation in that Loan from whatever source it may reasonably select.

(b) If this Clause 11.4 applies and the Agent or the Borrower so requires, the Agent and the Borrower shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the rate of interest.

(c) Any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders and the Borrower, be binding on all Parties.
If this Clause 11.4 applies in relation to a Loan and an Interest Period pursuant to Clause 11.3 (*Market disruption*) and:

(i) a Lender’s Funding Rate (for that Loan and that Interest Period) is less than LIBOR (for that Loan and that Interest Period); or

(ii) a Lender does not supply a quotation (for that Loan and that Interest Period) by the time specified in paragraph (a)(ii) above,

the cost to that Lender of funding its participation in that Loan for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be LIBOR (for that Loan and that Interest Period).

If this Clause 11.4 applies to a Loan and an Interest Period pursuant to Clause 11.1 (*Unavailability of Screen Rate*) but any Lender does not supply a quotation by the time specified in paragraph (a)(ii) above (the “*Non-Quotation Lender*”), the rate of interest (for such Loan and such Interest Period) shall be calculated on the basis of the quotations of the remaining Lenders. For the avoidance of doubt, for the purpose of calculating the weighted average of the rates of interest under paragraph (a)(ii) above, the participation of any Non-Quotation Lender in such Loan shall not be included as if the amount of such Loan had been reduced by an amount equal to the participation of the Non-Quotation Lender in such Loan.

For the avoidance of doubt, in the event that no substitute basis for determining the rate of interest is agreed, the rate of interest shall continue to be determined in accordance with the terms of this Agreement.

### 11.5 Notification to Borrower

If Clause 11.4 (*Cost of funds*) applies the Agent shall, as soon as is practicable, notify the Borrower.

### 11.6 Break Costs

(a) The Borrower shall, within 10 Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for that Loan or Unpaid Sum.

(b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue (including reasonable particulars of such Break Costs and the calculation thereof).
11.7 Discontinuation of LIBOR

(a) The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that is, or may in the future become, the subject of regulatory reform. Regulators have signalled the need to use alternative benchmark reference rates for such interest rate benchmark and, as a result, such interest rate benchmark (i) may cease to comply with applicable laws and regulations, (ii) may be permanently discontinued, and/or (iii) the basis on which it is calculated may change. The London interbank offered rate (“LIBOR”) is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. On March 5, 2021, the U.K. Financial Conduct Authority (“FCA”) publicly announced that:

(i) immediately after December 31, 2021, publication of all seven euro LIBOR settings, all seven Swiss Franc LIBOR settings, the spot next, 1-week, 2-month and 12-month Japanese Yen LIBOR settings, the overnight, 1-week, 2-month and 12-month British Pound Sterling LIBOR settings, and the 1-week and 2-month U.S. Dollar LIBOR settings will permanently cease;

(ii) immediately after June 30, 2023, publication of the overnight and 12-month U.S. Dollar LIBOR settings will permanently cease;

(iii) immediately after December 31, 2021, the 1-month, 3-month and 6-month Japanese Yen LIBOR settings and the 1-month, 3-month and 6-month British Pound Sterling LIBOR settings will cease to be provided or, subject to consultation by the FCA, be provided on a changed methodology (or “synthetic”) basis and no longer be representative of the underlying market and economic reality they are intended to measure and that representativeness will not be restored; and

(iv) immediately after June 30, 2023, the 1-month, 3-month and 6-month U.S. Dollar LIBOR settings will cease to be provided or, subject to the FCA’s consideration of the case, be provided on a synthetic basis and no longer be representative of the underlying market and economic reality they are intended to measure and that representativeness will not be restored.

(b) There is no assurance that dates announced by the FCA will not change or that the administrator of LIBOR and/or regulators will not take further action that could impact the availability, composition, or characteristics of LIBOR or the currencies and/or tenors for which LIBOR is published, and the Lenders hereby recommend that the Obligors consult their own advisors to stay informed of any such developments. Public and private sector industry initiatives are currently underway to implement new or alternative reference rates to be used in place of LIBOR. Similar initiatives are already, or may in the future be, underway to identify new or alternative reference rates or, in some cases, adjust methodology for other interest rate benchmarks. The Parties acknowledge that, as a result of the circumstances described above, a Screen Rate Replacement Event may occur.

(c) None of the Finance Parties warrants or accepts any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to LIBOR or another interest rate benchmark or with respect to any alternative or successor rate thereto, or replacement rate thereof (including, without limitation, any such alternative, successor or replacement rate implemented pursuant to Clause 36.4 (Replacement of Screen Rate)), including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, LIBOR or such other interest rate benchmark or that it will have the same volume or liquidity as LIBOR or such other interest rate benchmark did prior to its discontinuance or unavailability.
12. FEES

12.1 Commitment fee

(a) The Borrower shall pay to the Agent (for the account of each Lender) a commitment fee computed and accruing on a daily basis at the rate of 0.25 per cent. per annum on that Lender’s Available Commitment under the Facility for each day during the Availability Period. The commitment fee accrued on any day during the Availability Period shall be calculated on such Lender’s Available Commitment for the Facility as at the close of business on such day in the principal financial centre of the country of the currency in which the Facility is denominated (or, if any such day is not a Business Day, the immediately preceding Business Day).

(b) The accrued commitment fee in respect of the Facility is payable:

(i) on the last day of each successive period of three Months which ends during the Availability Period;

(ii) on the last day of the Availability Period; and

if cancelled in full, on the cancelled amount of the relevant Lender’s Commitment at the time the cancellation is effective.

(c) No commitment fee is payable to the Agent (for the account of a Lender) on any Available Commitment of a Lender for any day on which that Lender is a Defaulting Lender.

12.2 Upfront fee

The Borrower shall pay an upfront fee to JPM Arranger in the amount and at the times as agreed in a Fee Letter between the Borrower and JPM Arranger.

12.3 Agency fee

The Borrower shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

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SECTION 6
ADDITIONAL PAYMENT OBLIGATIONS

13. TAX GROSS-UP AND INDEMNITIES

13.1 Definitions

(a) In this Clause 13:

“Tax Credit” means a credit against, relief or remission for, or repayment of any Tax.

“Tax Deduction” means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

“Tax Payment” means an increased payment made by an Obligor to a Finance Party under Clause 13.2 (Tax gross-up) or a payment under Clause 13.3 (Tax indemnity).

(b) Unless a contrary indication appears, in this Clause 13 a reference to “determines” or “determined” means a determination made in the absolute discretion of the person making the determination.

13.2 Tax gross-up

(a) All payments to be made by an Obligor party hereto to any Finance Party under the Finance Documents shall be made free and clear of and without any Tax Deduction unless such Obligor is required to make a Tax Deduction, in which case the sum payable by such Obligor (in respect of which such Tax Deduction is required to be made) shall be increased to the extent necessary to ensure that such Finance Party receives a sum net of any deduction or withholding equal to the sum which it would have received had no such Tax Deduction been made or required to be made.

(b) The Borrower shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Borrower and that Obligor.

(c) If an Obligor party hereto is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

(d) Within thirty days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor party hereto making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment (to which such Tax Deduction relates)
evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.
13.3 Tax indemnity

(a) Without prejudice to Clause 13.2 (Tax gross-up), if any Finance Party is required to make any payment of or on account of Tax on or in relation to any sum received or receivable under the Finance Documents (including any sum deemed for the purposes of Tax to be received or receivable by such Finance Party whether or not actually received or receivable) or if any liability in respect of any such payment is asserted, imposed, levied or assessed against any Finance Party, the Borrower shall, within 10 Business Days of demand of the Agent, promptly indemnify the Finance Party which suffers a loss or liability as a result against such payment or liability, together with any interest, penalties, costs and expenses payable or incurred in connection therewith, provided that this Clause 13.3 shall not apply to:

(i) any Tax imposed on and calculated by reference to the net income actually received or receivable by such Finance Party (but, for the avoidance of doubt, not including any sum deemed for the purposes of Tax to be received or receivable by such Finance Party but not actually receivable) by the jurisdiction in which such Finance Party is incorporated;

(ii) any Tax imposed on and calculated by reference to the net income of the Facility Office of such Finance Party actually received or receivable by such Finance Party (but, for the avoidance of doubt, not including any sum deemed for the purposes of Tax to be received or receivable by such Finance Party but not actually receivable) by the jurisdiction in which its Facility Office is located;

(iii) a FATCA Deduction required to be made by a Party; or

(iv) any PRC Indirect Tax.

(b) A Finance Party intending to make a claim under paragraph (a) above shall promptly notify the Agent of the event giving rise to the claim (including reasonable particulars thereof) whereupon the Agent shall notify the Borrower thereof.

(c) A Finance Party shall, on receiving a payment from an Obligor under this Clause 13.3, notify the Agent.

13.4 Tax Credit

If an Obligor makes a Tax Payment and the relevant Finance Party determines in its sole discretion that:

(a) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and

(b) that Finance Party has obtained and utilised that Tax Credit,
that Finance Party shall pay an amount to the Obligor which that Finance Party determines in its sole discretion will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

13.5 Stamp taxes

The Borrower shall:

(a) pay all stamp duty, registration and other similar Taxes payable in respect of any Finance Document; and

(b) within ten Business Days of demand, indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to any stamp duty, registration or other similar Taxes paid or payable in respect of any Finance Document,

excluding, in each case, any such stamp duty, registration or Tax paid or payable in connection with any assignment or transfer by any Lender.

13.6 Indirect tax

(a) All amounts set out or expressed in a Finance Document to be payable by any Party to a Finance Party shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by any Finance Party to any Party in connection with a Finance Document, that Party shall pay to that Finance Party (in addition to and at the same time as paying the consideration for that supply) an amount equal to the amount of the Indirect Tax.

(b) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any costs or expenses, that Party shall also at the same time pay and indemnify that Finance Party against all Indirect Tax incurred by that Finance Party in respect of the costs or expenses to the extent that that Finance Party reasonably determines that it is not entitled to credit or repayment in respect of that Indirect Tax.

13.7 FATCA information

(a) Subject to paragraph (c) below, each Party shall, within ten Business Days of a reasonable request by another Party:

(i) confirm to that other Party whether it is:

(A) a FATCA Exempt Party; or

(B) not a FATCA Exempt Party;

(ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party’s compliance with FATCA; and
supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law or regulation, or exchange of information regime.

(b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

(c) Paragraph (a) above shall not oblige any Finance Party to do anything, and paragraph (a)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:

(i) any law or regulation;

(ii) any fiduciary duty; or

(iii) any duty of confidentiality.

(d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

(e) If the Borrower is a US Tax Obligor, or the Agent reasonably believes that its obligations under FATCA or any other applicable law require it, each Lender shall, within ten Business Days of:

(i) where the Borrower is a US Tax Obligor and the relevant Lender is an Original Lender, the date of this Agreement;

(ii) where the Borrower is a US Tax Obligor on a Transfer Date and the relevant Lender is a New Lender, the relevant Transfer Date; or

(iii) where the Borrower is not a US Tax Obligor, the date of a request from the Agent,
supply to the Agent:

(A) a withholding certificate on Form W-8, Form W-9 or any other relevant form; or

(B) any withholding statement or other document, authorisation or waiver as the Agent may require to certify or establish the status of such Lender under FATCA or that other law or regulation.
The Agent shall provide any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) above to the Borrower.

If any withholding certificate, withholding statement, document, authorisation or waiver provided to the Agent by a Lender pursuant to paragraph (e) above is or becomes materially inaccurate or incomplete, that Lender shall promptly update it and provide such updated withholding certificate, withholding statement, document, authorisation or waiver to the Agent unless it is unlawful for the Lender to do so (in which case the Lender shall promptly notify the Agent). The Agent shall provide any such updated withholding certificate, withholding statement, document, authorisation or waiver to the Borrower.

The Agent may rely on any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) or (g) above without further verification. The Agent shall not be liable for any action taken by it under or in connection with paragraph (e), (f) or (g) above.

13.8 FATCA Deduction

(a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of that payment for that FATCA Deduction.

(b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction) notify the Party to whom it is making the payment (to which such FATCA Deduction relates) and, in addition, shall notify the Borrower and the Agent, and the Agent shall notify the other Finance Parties.

14. INCREASED COSTS

14.1 Increased costs

(a) Subject to Clause 14.3 (Exceptions) the Borrower shall, within ten Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application by any governmental or regulatory authority of) any law or regulation after the date of this Agreement;

(ii) compliance with any law or regulation made, enacted, issued or put into effect after the date of this Agreement.

The terms “law” and “regulation” in this paragraph (a) shall include any law or regulation concerning capital adequacy, prudential limits, liquidity, reserve assets or Tax.
In this Agreement:

“Increased Costs” means:

(i) a reduction in the rate of return from the Facility or on a Finance Party’s (or its Affiliate’s) overall capital (including as a result of any reduction in the rate of return on capital brought about by more capital being required to be allocated by that Finance Party or one of its Affiliates);

(ii) an additional or increased cost; or

(iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to the undertaking, funding or performance by such Finance Party of any of its obligations under any Finance Document or any participation of such Finance Party in any Loan or Unpaid Sum.

14.2 Increased cost claims

(a) A Finance Party intending to make a claim pursuant to Clause 14.1 (Increased costs) shall promptly notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Borrower.

(b) Each Finance Party shall, as soon as practicable after a demand by the Agent or the Borrower, provide a certificate confirming the amount of its Increased Costs and the particulars thereof.

14.3 Exceptions

Clause 14.1 (Increased costs) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction required by law to be made by an Obligor;

(b) attributable to a FATCA Deduction required to be made by a Party;

(c) compensated for by Clause 13.3 (Tax indemnity) (or would have been compensated for under Clause 13.3 (Tax indemnity) but was not so compensated solely because any of the exclusions in paragraph (a) of Clause 13.3 (Tax indemnity) applied); or

(d) attributable to the wilful breach by the relevant Finance Party or any of its Affiliates of any law or regulation.
15. OTHER INDEMNITIES

15.1 Currency indemnity

(a) If any sum due from an Obligor under the Finance Documents (a “Sum”), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the “First Currency”) in which that Sum is payable into another currency (the “Second Currency”) for the purpose of:

(i) making or filing a claim or proof against that Obligor; or

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall as an independent obligation, within 10 Business Days of demand, indemnify each Finance Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that Finance Party at the time of its receipt of that Sum.

(b) Each Obligor party hereto waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

15.2 Other indemnities

The Borrower shall (or shall procure that an Obligor will), within 10 Business Days of demand, indemnify each Finance Party against any cost, loss or liability incurred by that Finance Party as a result of:

(a) the occurrence of any Event of Default;

(b) any information provided by or on behalf of an Obligor for the purposes of the Information Memorandum or in connection with the Facility being misleading and/or deceptive in any respect;

(c) any enquiry, investigation, subpoena (or similar order) or litigation with respect to any Obligor or with respect to the transactions contemplated or financed under the Finance Documents;

(d) a failure by an Obligor to pay any amount due under a Finance Document on its due date or in the relevant currency, including, any cost, loss or liability arising as a result of Clause 28 (Sharing among the Finance Parties);

(e) funding, or making arrangements to fund, its participation in a Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone); or

(f) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by or on behalf of the Borrower.

15.3 Indemnity to the Agent

The Borrower shall, within 10 Business Days of demand, indemnify the Agent against any cost, loss or liability reasonably incurred by the Agent (acting reasonably) as a result of:

(a) investigating any event which it reasonably believes is a Default;
16. MITIGATION BY THE LENDERS

16.1 Mitigation

(a) Each Finance Party shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 7.1 (Illegality), Clause 13 (Tax gross-up and indemnities) or Clause 14 (Increased costs) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

(b) Paragraph (a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

16.2 Limitation of liability

(a) The Borrower shall, within 10 Business Days of demand, indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 16.1 (Mitigation).

(b) A Finance Party is not obliged to take any steps under Clause 16.1 (Mitigation) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

17. COSTS AND EXPENSES

17.1 Transaction expenses

The Borrower shall within 10 Business Days of demand, pay the Agent and the Arranger the amount of all costs and expenses (including legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution and syndication of:

(a) this Agreement and any other documents referred to in this Agreement; and

(b) any other Finance Documents executed after the date of this Agreement.

17.2 Amendment costs

If an Obligor requests an amendment, waiver or consent, the Borrower shall, within 10 Business Days of demand, reimburse the Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by the Agent in responding to, evaluating, negotiating or complying with that request or requirement.
17.3 Enforcement and preservation costs

The Borrower shall, within 10 Business Days of demand, pay to each Finance Party the amount of all costs and expenses (including legal fees) incurred by that Finance Party in connection with the enforcement of, or the preservation of any rights under, any Finance Document.
18. GUARANTEE AND INDEMNITY

18.1 Guarantee and indemnity

Each Offshore Guarantor irrevocably and unconditionally jointly and severally:

(a) guarantees to each Finance Party punctual performance by each other Obligor of all of that other Obligor’s obligations under the Finance Documents;

(b) undertakes with each Finance Party that whenever any other Obligor does not pay any amount when due under or in connection with any Finance Document, that Offshore Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and

(c) agrees with each Finance Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any cost, loss or liability it incurs as a result of any Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by an Offshore Guarantor under this indemnity will not exceed the amount it would have had to pay under this Clause 18 if the amount claimed had been recoverable on the basis of a guarantee.

18.2 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

18.3 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration, judicial management or otherwise then the liability of each Offshore Guarantor under this Clause 18 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

18.4 Waiver of defences

The obligations of each Offshore Guarantor under this Clause 18 will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Clause 18 (whether or not known to it or any Finance Party) including:

(a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, execute, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or nonobservance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

(e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security;

(g) any insolvency or similar proceedings; or

(h) this Agreement or any other Finance Document not being executed by or binding upon any other party.

18.5 Guarantor intent

Without prejudice to the generality of Clause 18.4 (Waiver of defences), each Offshore Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing
18.6 **Immediate recourse**

Each Offshore Guarantor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Offshore Guarantor under this Clause 18. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.
18.7 Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Offshore Guarantor shall be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from any Offshore Guarantor or on account of any Offshore Guarantor’s liability under this Clause 18.

18.8 Deferral of Offshore Guarantors’ rights

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, no Offshore Guarantor will exercise or otherwise enjoy the benefit of any right which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 18:

(a) to be indemnified by an Obligor;

(b) to claim any contribution from any other guarantor of or provider of security for any Obligor’s obligations under the Finance Documents;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;

(d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Offshore Guarantor has given a guarantee, undertaking or indemnity under Clause 18.1 (Guarantee and indemnity);

(e) to exercise any right of set-off against any Obligor; and/or

(f) to claim or prove as a creditor of any Obligor in competition with any Finance Party.

If an Offshore Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Agent or as the Agent may direct for application in accordance with Clause 30 (Payment mechanics).
18.9 Additional security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.
19. REPRESENTATIONS

Each Obligor party hereto makes the representations and warranties set out in this Clause 19 to each Finance Party on the date of this Agreement and (in the case of the Repeating Representations only) at the times set out in Clause 19.29 (Repetition).

19.1 Status

(a) It is a limited liability company or corporation, duly incorporated, validly existing and (in respect of the Borrower) in good standing under the law of its Original Jurisdiction.

(b) Each Material Company is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

(c) It and each Material Company has the power to own its assets and carry on its business as it is being conducted.

19.2 Binding obligations

Subject to the Legal Reservations, the obligations expressed to be assumed by it in each Finance Document to which it is a party are legal, valid, binding and enforceable obligations.

19.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents do not and will not conflict with:

(a) any law or regulation applicable to it;

(b) its or any Material Company’s constitutional documents; or

(c) any agreement or instrument binding upon it or any Material Company or any of its or any Material Company’s assets or constitute a default or termination event (however described) under any such agreement or instrument to the extent it has, or would reasonably be expected to have, a Material Adverse Effect.

19.4 Power and authority

(a) Subject to the Legal Reservations, it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

(b) No limit on its powers will be exceeded as a result of the borrowing, grant of security or giving of guarantees or indemnities contemplated by the Finance Documents to which it is a party.
Validity and admissibility in evidence

(a) Subject to the Legal Reservations, all Authorisations required:

   (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party; and

   (ii) to make the Finance Documents to which it is a party admissible in evidence in its Relevant Jurisdictions (other than, in respect of the Cayman Islands, the payment of stamp duty referred to in paragraph (d) of Clause 19.9 (No filing or stamp taxes)),

have been (or will when required be) obtained or effected and are (or will, after being obtained or effected by the required date, be) in full force and effect.

(b) All Authorisations necessary for the conduct of the business, trade and ordinary activities of it or any Material Company have been obtained or effected and are in full force and effect if failure to obtain or effect those Authorisations has or is reasonably likely to have a Material Adverse Effect.

Governing law and enforcement

(a) Subject to the Legal Reservations, the choice of the law stated to be the governing law of each Finance Document will be recognised and enforced in its Relevant Jurisdictions.

(b) Subject to the Legal Reservations, any judgment obtained in relation to a Finance Document in the jurisdiction of the stated governing law of that Finance Document will be recognised and enforced in its Relevant Jurisdictions.

Insolvency

No:

(a) corporate action, legal proceeding or other procedure or step described in Clause 23.7 (Insolvency proceedings); or

(b) creditors’ process described in Clause 23.8 (Creditors’ process),

has been taken or, to the knowledge of the Borrower, threatened in relation to it or any Material Company and none of the circumstances described in Clause 23.6 (Insolvency) applies to it or any Material Company.

Deduction of Tax

It is not required under the law applicable where it is incorporated or resident or at the address specified in this Agreement to make any Tax Deduction from any payment it may make under any Finance Document.
19.9 No filing or stamp taxes

Under the law of its Relevant Jurisdiction it is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar taxes or fees be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents, except:

(a) as otherwise specified in any legal opinion delivered to the Agent in respect of any Finance Document;
(b) for filing of the Facility under this Agreement with NDRC;
(c) for NBWD registration of the Onshore Guarantee Agreement with SAFE; and
(d) that, Cayman Islands stamp duty may be payable if any original of a Finance Document is brought to or executed in the Cayman Islands or produced before a court in the Cayman Islands.

19.10 No default

(a) No Event of Default is continuing or would reasonably be expected to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Finance Document.
(b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries’) assets are subject which would reasonably be expected to have a Material Adverse Effect.

19.11 No misleading information

(a) Any factual information in writing contained in or provided by any member of the Group for the purposes of the Information Memorandum was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.
(b) The financial projections contained in the Information Memorandum have been prepared on the basis of recent historical information and on the basis of reasonable assumptions.
(c) As at the date of the Information Memorandum, nothing has occurred or been omitted from the Information Memorandum and no information has been given or withheld that results in the information contained in the Information Memorandum being untrue or misleading in any material respect as at such date.
(d) All other written information provided by any member of the Group (including its advisers) (including but not limited to all information relating to the Restricted Entity Contracts, the Restricted Entity Structure, the ownership structure or contractual arrangements between and among any member of the Group and the Restricted Entities, as well as business activities and material licenses, cybersecurity and data protection and user safety in relation to the Restricted Entities) to a Finance Party was true, complete and accurate in all material respects as at the date it was provided and is not misleading in any material respect.
19.12 Financial statements

(a) Its financial statements most recently supplied to the Agent (which, at the date of this Agreement, are the Original Financial Statements (other than the 2020 Annual Financial Statements)) were prepared in accordance with the Accounting Principles consistently applied save to the extent expressly disclosed in such financial statements.

(b) Its financial statements most recently supplied to the Agent (which, at the date of this Agreement, are the Original Financial Statements (other than the 2020 Annual Financial Statements)) give a true and fair view of (if audited) or fairly represent (if unaudited) its financial condition and its results of operations (consolidated in the case of the Borrower) for the period to which they relate, save to the extent expressly disclosed in such financial statements.

(c) As at the First Utilisation Date, there has been no material adverse change in the business, operations, property, condition (financial or otherwise) or prospects of the Group, in each case, taken as a whole since the date of the Annual Financial Statements for the Financial Year ended 31 December 2020 (which shall be delivered to the Agent pursuant to Clause 4.1 (Initial conditions precedent)) which has, or is reasonably likely to have, a Material Adverse Effect.

19.13 Pari passu ranking

Its payment obligations under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

19.14 No proceedings

(a) No litigation, arbitration or administrative proceedings or other investigation of or before any court, arbitral body or agency (other than any frivolous proceedings) which, if adversely determined, would reasonably be expected to have a Material Adverse Effect has or have (to the best of its knowledge) been started or threatened against it or any Material Company.

(b) No judgment or order of a court, arbitral body or agency which would reasonably be expected to have a Material Adverse Effect has (to the best of its knowledge) been made against it or any Material Company.

19.15 No breach of laws

(a) It has not (and no Material Company has) breached any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect.

(b) No labour disputes are current or, to the best of its knowledge, threatened against it or any Material Company which have or are reasonably likely to have a Material Adverse Effect.
19.16 **Environmental laws**

(a) Each of it and the Material Companies is in compliance with Clause 22.15 (*Environmental compliance*) and to the best of its knowledge no circumstances have occurred which would prevent such compliance in a manner or to an extent which has or is reasonably likely to have a Material Adverse Effect.

(b) No Environmental Claim has been commenced or (to the best of its knowledge) is threatened against it or any Material Company where that claim has or is reasonably likely, if determined against it or that Material Company, to have a Material Adverse Effect.

19.17 **Taxation**

Each of it and the Material Companies has paid when due all Taxes required to be paid by it other than:

(a) any Taxes being contested by it in good faith and in accordance with the relevant procedures;

(b) any Taxes which have been disclosed to the Arranger or the Agent and for which adequate reserves are being maintained in accordance with the Accounting Principles; or

(c) where payment can be lawfully withheld; or

(d) where such non-payment would not reasonably be expected to have a Material Adverse Effect.

19.18 **Anti-Corruption Law and Sanctions**

(a) The Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower, its Subsidiaries and their respective officers and directors and to the knowledge of the Borrower its employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects and are not knowingly engaged in any activity that would reasonably be expected to result in the Borrower being designated as a Sanctioned Person.

(b) None of (i) the Borrower, any Subsidiary, any of their respective directors, officers or to the knowledge of the Borrower employees, or (ii) to the best of the Borrower’s knowledge and belief (after having made due and careful enquiry), any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person.

(c) No borrowing, use of proceeds or other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions.
19.19 **Security and Financial Indebtedness**

(a) No Security or Quasi-Security exists over all or any of the present or future assets of any member of the Group other than as permitted by this Agreement.

(b) No member of the Group has any Financial Indebtedness outstanding other than as permitted by this Agreement.

(c) There is no outstanding Financial Indebtedness owed by an Obligor to any direct shareholder of the Borrower.

19.20 **Good title to assets**

It and each Material Company has a good, valid and marketable title to, or valid leases or licences of, and all appropriate Authorisations to use, the assets necessary to carry on its business as presently conducted where the lack of such Authorisations would reasonably be expected to have a Material Adverse Effect.

19.21 **Intellectual Property**

It and each Material Company:

(a) is the sole legal and beneficial owner of or has licensed to it on normal commercial terms all the Intellectual Property which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted;

(b) does not, in carrying on its businesses, infringe any Intellectual Property of any third party; and

(c) has taken all formal or procedural actions (including payment of fees) required to maintain any material Intellectual Property owned by it, where (in the case of paragraph (a)) the lack of such ownership or licence, (in the case of paragraph (b)) such infringement or (in the case of paragraph (c)) lack of such actions would, in each case, reasonably be expected to have a Material Adverse Effect.

19.22 **Insurances**

The insurances required by Clause 22.19 (Insurance) are in full force and effect as required by this Agreement.

19.23 **Authorised signatories**

Any person specified as its authorised signatory under Schedule 2 (Conditions precedent) or paragraph (d) of Clause 20.4 (Information: miscellaneous) is authorised to sign Utilisation Requests (in the case of the Borrower) and other notices on its behalf.

19.24 **HK Money Lenders Ordinance**

The Borrower has and will continue to maintain a paid up share capital (including, for the avoidance of doubt, the par value of shares and share premium) of not less than HK$1,000,000 or an equivalent amount in any other approved currency (as defined in the HK Money Lenders Ordinance).
19.25 Restricted Entity Contracts and Restricted Entity Structure

(a) As at the date of this Agreement, the Restricted Entity Contracts delivered to the Agent pursuant to Part A of Schedule 2 (Conditions precedent) contain all the material terms of any and all agreements and arrangements between (i) the Restricted Group Holding Company and/or any direct holder or owner of any Equity Interest in the Restricted Group Holding Company and (ii) the WFOE.

(b) No Obligor is aware of any event or circumstance (excluding, for the avoidance of doubt, the awareness of any Legal Reservation) that may prevent (i) any Restricted Entity Contract from creating valid and legally binding obligations on the persons who are parties thereto or (ii) any obligations expressed to be assumed by any party to any Restricted Entity Contract from being enforceable in accordance with the terms of that Restricted Entity Contract.

(c)

(i) No party to any Restricted Entity Contract is in breach of or noncompliance with its obligations under any Restricted Entity Contract in any material respect;

(ii) no representation or warranty given or expressed to be given to any party to any Restricted Entity Contract under or in respect of any Restricted Entity Contract is incorrect or misleading any material respect;

(iii) there has been no amendment, variation or supplement of or to, or any consent or waiver by any Obligor or any member of the Group of, any of the terms of any Restricted Entity Contract (other than any amendment, variation, supplement, consent or waiver which is in respect of minor administrative matters or as required under applicable law); and

(iv) there has been no termination, rescission or cancellation of or any assignment or transfer of any rights or obligations under, any Restricted Entity Contract and each of the Restricted Entity Contracts is in full force and effect.

(d) The Restricted Entity Contracts enable the Borrower (through Offshore Guarantor I and the WFOE) to exercise effective control over the Restricted Entities, including but not limited to:

(i) beneficially owning (directly or indirectly) 100% of the economic interests in the Restricted Entities, in each case, free from Security;

(ii) having the power (directly or indirectly) to direct the activities that most significantly affects the economic performance of the Restricted Entities; and

(iii) having an exclusive option to purchase all or part of the Equity Interests in the Restricted Group Holding Company, when and to the extent permitted by PRC law, or requesting any or all shareholders of the Restricted Group Holding Company to transfer all or part of the Equity Interest in the Restricted Group Holding Company to another PRC person or entity designated by the WFOE (or any other member of the Group, as applicable) at any time.

(e) Any and all the shareholders of the Restricted Group Holding Company have pledged 100% of the Equity Interests in the Restricted Group Holding Company in favour of the WFOE, and have agreed not to transfer, sell, pledge, dispose of or otherwise create any encumbrance on its Equity Interests in the Restricted Group Holding Company without the prior written consent of the WFOE, and all such pledges of the Equity Interests have been duly registered with the State Administration for Market Regulation of the PRC (国家市场监督管理总局) (formerly known as the State Administration of Industry and Commerce) or its local counterpart.

(f) To the Borrower’s knowledge, all shareholders of the Restricted Group Holding Company are acting in good faith and in the best interests of the Restricted Group Holding Company.

(g) None of any member of the Group or any Restricted Entity has encountered any interference, challenge, restriction or encumbrance from any Governmental Agency of the PRC in operating the business of any Restricted Entity of any member of the Group through a Restricted Entity Structure that has or could reasonably be expected to result in a Material RE Event.

(h) There has been no dispute, disagreements, claims or any legal proceedings of any nature, raised by any Governmental Agency or any other party, pending or, to the Borrower’s knowledge, threatened against or affecting any of the Borrower, the Offshore Guarantor I, the WFOE, any Restricted Entity of any member of the Group and shareholders of the Restricted Group Holding Company that:

( ) challenge the legality, validity or enforceability of any part or all of the Restricted Entity Contracts taken as a whole;

(ii) challenge the Restricted Entity Structure or the ownership structure as set forth in the Restricted Entity Contracts;

(iii) claim any ownership, share, Equity Interests in the WFOE or any Restricted Entity of any member of the Group, or claim any compensation for not being granted any ownership, share, Equity Interests in the WFOE or any Restricted Entity of any member of the Group; or

(iv) claim any of the Restricted Entity Contracts or the ownership structure thereof or any arrangement or performance of or in accordance with the Restricted Entity Contracts was, is or will violate any PRC laws and regulations, that has or could reasonably be expected to
result in a Material RE Event.
19.26 Holding Companies

Except as may arise under the Finance Documents, none of the Borrower, the Offshore Guarantor I or WFOE has any business or traded any liabilities or commitments (actual or contingent, present or future) other than as permitted by Clause 22.27 (Holding Companies).

19.27 Banking (Exposure Limits) Rules

No Obligor is a connected party of a Finance Party to which Part 8 (Connected Party) of the Banking (Exposure Limits) Rules (Cap. 155S) (the “Rules”) applies or any director or employee of such Finance Party within the meaning of rule 85 of the Rules.

19.28 Required CGB Business Disposal

The Required CGB Business Disposal had been completed in full as of 30 March 2021.

19.29 Repetition

The Repeating Representations are deemed to be made by each Obligor party hereto by reference to the facts and circumstances then existing on, the date of each Utilisation Request, the first day of each Interest Period and each Accession Date.

20. INFORMATION UNDERTAKINGS

The undertakings in this Clause 20 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

20.1 Financial statements

The Borrower shall supply to the Agent (and if the Agent so requests, in sufficient copies for all the Lenders):

(a) as soon as the same become available, but in any event within 120 days after the end of each of its Financial Years (commencing from the Financial Year ending on 31 December 2021), its audited consolidated financial statements for that Financial Year; and

(b) as soon as the same become available, but in any event within 90 days after the end of each of the first Financial Quarter, the second Financial Quarter and the third Financial Quarter of each of its Financial Years (commencing from the Financial Quarter ending on 31 March 2021), its unaudited consolidated financial statements for that Financial Quarter,

provided that at any time after a Permitted Listing:

(i) the Borrower may (in lieu of delivering copies of the relevant financial statements to the Agent) satisfy its obligations under paragraph (a) or (b) above by publishing the relevant financial statements on its official website or the official website of the Recognised Stock Exchange (on which the Permitted Listing occurs) (the “Relevant Stock Exchange”); and
(ii) if the Borrower can demonstrate to the satisfaction of the Agent (acting on the instructions of the Majority Lenders) that it has obtained all necessary Authorisations from the Relevant Stock Exchange and other Governmental Agencies to publish or prepare the relevant financial statements by a later date, the deadline for the Borrower to supply the financial statements under paragraph (a) or (b) above shall be extended to such later date.

20.2 Provision and contents of Compliance Certificate

(a) The Borrower shall supply a Compliance Certificate to the Agent with each set of financial statements delivered pursuant to Clause 20.1 (Financial statements).

(b) The Compliance Certificate shall, amongst other things, set out (in reasonable detail) computations as to compliance with Clause 21 (Financial covenants) as at the date as at which those financial statements were drawn up.

(c) Each Compliance Certificate shall be signed by an Authorised Signatory of the Borrower.

(d) The Borrower shall in each Compliance Certificate delivered in relation to its Annual Financial Statements certify which member of the Group are Material Companies.

20.3 Requirements as to financial statements

(a) Each set of financial statements delivered by the Borrower pursuant to Clause 20.1 (Financial statements) shall be certified by an Authorised Signatory of the relevant company as giving a true and fair view of (in the case of any such financial statements which are audited), or fairly representing (in the case of any such financial statements which are unaudited), its (or, as the case may be, the Group’s consolidated) financial condition and its results of operations as at the end of and for the period in relation to which those financial statements were drawn up.

(b) The Borrower shall procure that each set of financial statements delivered pursuant to Clause 20.1 (Financial statements) is prepared using the Accounting Principles, accounting practices and financial reference periods consistent with those applied in the preparation of its Original Financial Statements unless, in relation to any set of financial statements, it notifies the Agent that there has been a change in the Accounting Principles, the accounting practices or reference periods and its auditors deliver to the Agent:

(i) a description of any change necessary for those financial statements to reflect the Accounting Principles, accounting practices and reference periods upon which the Original Financial Statements of the Borrower were prepared; and
(ii) sufficient information, in form and substance as may be reasonably required by the Agent, to enable the Lenders to determine whether Clause 21 (Financial covenants) has been complied with and make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements of the Borrower.

Any reference in this Agreement to those financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements of the Borrower were prepared.

(c) If the Borrower notifies the Agent of a change in accordance with paragraph (b) above, the Borrower and the Agent shall enter into negotiations in good faith with a view to agreeing any amendments to this Agreement which are necessary as a result of the change. To the extent practicable these amendments will be such as to ensure that the change does not result in any material alteration in the commercial effect of the obligations in this Agreement. If any amendments are agreed they shall take effect and be binding on each of the Parties in accordance with their terms.

20.4 Information: miscellaneous

The Borrower shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests):

(a) at the same time as they are dispatched, copies of all documents dispatched by the Borrower to its shareholders generally (or any class of them) (excluding documents setting out routine or procedural matters or which do not adversely affect the interests of the Finance Parties under the Finance Documents) or dispatched by the Borrower or any Obligors to its creditors generally (or any class of them);

(b) promptly, any announcement, notice or other document relating specifically to the Borrower posted onto any electronic website maintained by any stock exchange on which shares in or other securities of the Borrower are listed or any electronic website required by any such stock exchange to be maintained by or on behalf of the Borrower;

(c) promptly upon becoming aware of them, the details of any litigation, arbitration, administrative, governmental, criminal, regulatory or other investigative proceedings which are current, threatened or pending against any member of the Group (excluding any frivolous proceedings), and which, if adversely determined, are reasonably likely to have a Material Adverse Effect;

(d) promptly, notice of any change in authorised signatories of any Obligor signed by any director, company secretary or Authorised Signatory of such Obligor accompanied by specimen signatures of any new authorised signatories; and

(e) promptly on request, such further information regarding the financial condition, assets and operations of the Group and/or any member of the Group as any Finance Party (through the Agent) may reasonably request, except to the extent that disclosure of that information would breach any law, regulation, stock exchange rule or requirement, judgment or award or duty of confidentiality (which duty of confidentiality is not undertaken by any member of the Group with the intention of circumventing the disclosure requirement hereunder).
20.5 Notification of default

(a) Each Obligor party hereto shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

(b) Promptly upon a request by the Agent, the Borrower shall supply to the Agent a certificate signed by two of its Authorised Signatories or senior officers on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

20.6 Direct electronic delivery by Company

An Obligor party hereto may satisfy its obligation under this Agreement to deliver any information in relation to a Lender by delivering that information directly to that Lender in accordance with Clause 32.5 (Electronic communication)) to the extent that Lender and the Agent agree to this method of delivery.

20.7 “Know your customer” checks

(a) Each Obligor party hereto shall promptly upon the request of the Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender (including for any Lender on behalf of any prospective new Lender) in order for the Agent, such Lender or, any prospective new Lender to conduct any “know your customer” or other similar procedures under applicable laws and regulations.

(b) Each Lender shall promptly upon the request of the Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent in order for the Agent to conduct any “know your customer” or other similar procedures under applicable laws and regulations.

21. FINANCIAL COVENANTS

The undertakings in this Clause 21 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

21.1 Financial definitions

In this Agreement:

“Consolidated Total Borrowings” means, at any time, the aggregate outstanding principal, capital or nominal amount (and any fixed or minimum premium payable on prepayment or redemption) of the Financial Indebtedness of members of the Group on a consolidated basis and excluding:

(a) any indebtedness for or in respect of paragraph (g) of the definition of “Financial Indebtedness” or any guarantee or indemnity for any such indebtedness;
any Financial Indebtedness owing by a member of the Group to another member of the Group; and

any Permitted Subordinated Loan.

“EBITDA” means, in respect of any Relevant Period, the consolidated operating profit of the Group before taxation:

(a) before deducting any interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance payments whether paid, payable or capitalised by any member of the Group (calculated on a consolidated basis) in respect of that Relevant Period;

(b) not including any accrued interest owing to any member of the Group;

(c) after adding back any amount attributable to the amortisation, depreciation or impairment of assets (including operating and non-operating assets) of members of the Group;

(d) before taking into account any Exceptional Items;

(e) after deducting the amount of any profit (or adding back the amount of any loss) of any member of the Group which is attributable to minority interests (for the avoidance of doubt, minority interests do not include the interest of any person in any Restricted Entity to the extent such person is subject to the Restricted Entity Structure);

(f) before taking into account any unrealised gains or losses on any derivative instrument or similar financial instrument (other than any derivative instrument which is accounted for on a hedge accounting basis);

(g) before taking into account any gain or loss arising from an upward or downward revaluation of any other asset at any time after the date on which the Original Financial Statements of the Borrower were made up;

(h) after adding back any charge to profit represented by any non-cash stock option, restricted stock units and other equity-based compensation expenses and payroll tax expense related to stock option and other equity-based compensation expenses;

(i) after adding back expenses (including dividends and distributions) associated with, and any mark-to-market or revaluation losses with respect to, any redeemable preference shares,

in each case, to the extent added, deducted or taken into account, as the case may be, for the purposes of determining operating profits of the Group before taxation.
“Exceptional Items” means any exceptional, one off, non-recurring or extraordinary items.

“Finance Charges” means, in relation to any Relevant Period, the aggregate amount of interest and any other finance charges (whether or not paid, payable or capitalised) accrued by the Group in that Relevant Period in respect of the Consolidated Total Borrowings including:

(a) the interest element of leasing and hire purchase payments in respect of any Finance Lease;

(b) commitment fees, commissions and guarantee fees; and

(c) any dividend or other finance charges payable in cash in respect of any redeemable preference shares to the extent that such shares constitute Financial Indebtedness,

excluding any arrangement or upfront fee in respect of any Consolidated Total Borrowings (or any part thereof) and adjusted (but without double counting) by:

(d) adding back the net amount payable (or deducting the net amount receivable) by members of the Group in respect of that Relevant Period under any interest or (so far as they relate to interest) currency hedging arrangements; and

(e) deducting interest income of the Group in respect of that Relevant Period,

as determined (except as needed to reflect the terms under this Clause 21) from the financial statements of the Group and Compliance Certificates delivered under Clause 20.1 (Financial statements) and Clause 20.2 (Provision and contents of Compliance Certificate).

“Financial Quarter” means the period commencing on the day after one Quarter Date and ending on the next Quarter Date.

“Financial Year” means the annual accounting period of the Group ending on or about 31 December in each year.

“Quarter Date” means each of 31 March, 30 June, 30 September and 31 December.

“Relevant Period” means each period of twelve months ending on or about the last day of the Financial Year and each period of twelve months ending on or about the last day of each Financial Quarter.

“Revenue” means, in respect of any Relevant Period, the aggregate amount of revenue of the Group on a consolidated basis as determined by reference to (except as needed to reflect the terms under this Clause 21) each of the financial statements delivered pursuant to Clause 20.1 (Financial statements) and the Compliance Certificate supplied by the Borrower with such financial statements pursuant to Clause 20.2 (Provision and contents of Compliance Certificate).
21.2 Financial condition

(a) At any time before the EBITDA Breakeven occurs, the Borrower shall ensure that the Consolidated Net Debt as at the last day of the Most Recent Relevant Period at that time shall be not greater than zero.

(b) At any time upon or after the EBITDA Breakeven occurs:

(i) the Borrower may, by notice to the Agent, elect to comply with either of the following financial covenants:

(A) that the Borrower shall ensure that the Consolidated Net Debt as at the last day of the Most Recent Relevant Period at that time shall be not greater than zero; or

(B) that the Borrower shall ensure that the Net Leverage for the Most Recent Relevant Period at that time shall be equal to or less than 3.50:1,

(the elected financial covenant, the “Elected Financial Covenant”); and

(ii) the Borrower shall ensure that:

(A) the Elected Financial Covenant will be complied with as at the last day of or, as the case may be, for the Most Recent Relevant Period at that time; and

(B) EBITDA shall at all times be greater than zero,

provided that:

(1) no more than one election may be made by the Borrower under this paragraph (b) and if an election is made, such election shall be irrevocable and irreversible;

(2) the Elected Financial Covenant shall be and remain binding on the Borrower at all times on and from the date on which such election is made; and

(3) at any time before an election is made by the Borrower under this paragraph (b) the Elected Financial Covenant shall be deemed to be the financial covenant as described in paragraph (b)(i)(A) above.

21.3 Financial testing

(a) The financial covenants set out in Clause 21.2 (Financial condition) shall be calculated in accordance with the Accounting Principles and tested by reference to each of the financial statements delivered pursuant to Clause 20.1 (Financial statements) and/or each Compliance Certificate delivered pursuant to Clause 20.2 (Provision and contents of Compliance Certificate).
For the purpose of this Clause 21, no item shall be included or excluded more than once in any calculation.

For the purpose of this Clause 21, any amount (that is a balance sheet item) outstanding or repayable in a currency other than RMB shall on the applicable day of determination be taken into account in its RMB equivalent at the rate of exchange that would have been used had an audited consolidated balance sheet of the Group been prepared as at that day in accordance with the Accounting Principles applicable to the Original Financial Statements of the Borrower (provided that for the purposes of the definition of the “Consolidated Total Borrowings”, if any currency hedging in respect of such amount is in force as at that day, the effect of such hedging may be taken in account when calculating the USD equivalent of such amount as at that day).

22. GENERAL UNDERTAKINGS

The undertakings in this Clause 22 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

22.1 Authorisations

(a) Each Obligor party hereto shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect and (upon request of the Agent) supply certified copies to the Agent of any Authorisation required to:

(i) enable it to perform its obligations under the Finance Documents; and

(ii) ensure the legality, validity, enforceability or admissibility in evidence of any Finance Document.

(b) Each Obligor party hereto shall procure that each Restricted Entity has and will maintain all Authorisations necessary for it to perform its major business activities in line with market practice, except where the lack of such Authorisations would not reasonably be expected to have a Material Adverse Effect.

22.2 Compliance with laws

Each Obligor party hereto shall (and the Borrower shall ensure that each member of the Material Group will) comply in all respects with all laws to which it may be subject (including, for the avoidance of doubt, any applicable listing rules after a Permitted Listing occurs and any applicable regulations promulgated from time to time by SAFE, NDRC and any other Governmental Agency in the PRC), if failure so to comply has or is reasonably likely to have a Material Adverse Effect.

22.3 Negative pledge

In this Clause 22.3, “Quasi-Security” means an arrangement or transaction described in paragraph (b) below.

Except as permitted under paragraph (c) below:

(a) no Obligor party hereto shall (and the Borrower shall ensure that no other member of the Material Group will) create or permit to subsist any Security over any of its assets; and
(b) no Obligor party hereto shall (and the Borrower shall ensure that no other member of the Material Group will) create or permit to subsist:

(i) any arrangement or transaction under which a member of the Material Group will sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Material Group;

(ii) any arrangement or transaction under which a member of the Material Group will sell, transfer or otherwise dispose of any of its receivables on recourse terms;

(iii) any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts;

(iv) any title retention arrangement; or

(v) any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

(c) Paragraphs (a) and (b) above do not apply to any Security or (as the case may be) Quasi-Security, which is Permitted Security.

22.4 Disposals

(a) Except as permitted under paragraphs (b) and (c) below, no Obligor party hereto shall (and the Borrower shall ensure that no other member of the Material Group will), enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset.

(b) Subject to paragraph (c) below, paragraph (a) above does not apply to any sale, lease, transfer or other disposal which is a Permitted Disposal.

(c) Notwithstanding anything to the contrary in this Clause 22.4, no Obligor party hereto shall (and the Borrower shall ensure that none of its Subsidiaries will), enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of:

(i) shares owned by any member of the Group in a Material Company, where such shares so sold, leased, transferred or disposed of (excluding any sale, lease, transfer or disposal falling within (A) below) in aggregate constitute more than 10% of shares in such Material Company;

(ii) shares owned by any member of the Group in any member of the Group ("Disposed Entity") which owns (directly or indirectly):

(A) any shares in a Material Company (including, without limitation, any direct or indirect Holding Company of any Material Company); or

(B) any shares in any person (other than the Borrower) which owns any Key Intellectual Property used by any member of the Group,

where such shares so sold, leased, transferred or disposed of (excluding any sale, lease, transfer or disposal falling within (A) below) in aggregate constitute more than 10% of shares in such Disposed Entity; or

(iii) any Key Intellectual Property owned by any member of the Group,

except (A) where such sale, lease, transfer or other disposal is made (1) to a member of the Group that is a direct or indirect wholly owned Subsidiary of the Borrower (excluding any Restricted Entity) or (2) by a Restricted Entity to another Restricted Entity or (B) any licence of any Key Intellectual Property on arm’s length terms.

(d) For the purposes of this Clause 22.4, “Key Intellectual Property” means any Intellectual Property owned by any member of the Group (i) which is necessary for the business of the Group’s app(s) relating to its ride hailing business in the PRC and (ii) the absence of which will have a material adverse impact on the business of the Group (taken as a whole).

22.5 Arm’s length basis

No Obligor party hereto shall (and the Borrower shall ensure that no other member of the Material Group will) enter into any transaction with any person (that is a holder of any shares or interests in any member of the Group or any Affiliate of any such holder, but in each case excluding any member of the Group) except on arm’s length terms and for full market value.

22.6 Loans or credit

(a) Except as permitted under paragraph (b) below, no Obligor party hereto shall (and the Borrower shall ensure that no other member of the
Material Group will be a creditor in respect of any Financial Indebtedness.

(b) Paragraph (a) above does not apply to a Permitted Loan.

22.7 No guarantees or indemnities

(a) Except as permitted under paragraph (b) below, no Obligor party hereto shall (and the Borrower shall ensure that no other member of the Material Group will) incur or allow to remain outstanding any guarantee in respect of any obligation of any person.
22.8 Dividends and share redemption

(a) Except as permitted under paragraph (b) below, the Borrower shall not:

(i) make any Distribution; or

(ii) pay or allow any member of the Group to pay any management, advisory or other fee to or to the order of any Affiliate of the Borrower (other than to another member of the Group) except where such management or advisory or other fee is incurred pursuant to transactions on arm’s length terms.

(b) Paragraph (a) above does not apply to any Distribution if at the time when such Distribution is made (a “Permitted Distribution”):

(i) a Permitted Listing has occurred;

(ii) no Event of Default has occurred and is continuing; and

(iii) no Event of Default would occur immediately after the making of such Distribution.

22.9 Financial Indebtedness

(a) Subject to paragraph (b) below, no Obligor party hereto shall (and the Borrower shall ensure that no other member of the Material Group will) incur or allow to remain outstanding any Financial Indebtedness except for any Permitted Financial Indebtedness.

(b) Each Obligor party hereto shall ensure the aggregate amount of Financial Indebtedness incurred by each member of the Group incorporated in the PRC shall not at any time exceed an amount which is equal to 40 per cent. of the Total Assets (or its equivalent in any other currency or currencies) at that time, determined by reference to the latest financial statements delivered pursuant to Clause 20.1 (Financial Statements) and the Compliance Certificate supplied by the Borrower with such financial statements pursuant to Clause 20.2 (Provision and contents of Compliance Certificate).

22.10 Merger

No Obligor party hereto shall (and the Borrower shall ensure that no other member of the Material Group will) enter into any amalgamation, demerger, merger, consolidation or corporate reconstruction other than:

(a) any sale, lease, transfer or other disposal permitted pursuant to Clause 22.4 (Disposals); or

(b) any solvent amalgamation, demerger, merger, consolidation or corporate reconstruction where (i) if any Obligor is involved in such amalgamation, demerger, merger, consolidation or corporate reconstruction, its obligations under the Finance Documents remain legal, valid and binding and are binding on the surviving or resulting entity of such amalgamation, demerger, merger, consolidation or corporate reconstruction (which is an Obligor), provided that if the Borrower is involved in such amalgamation, demerger, merger, consolidation or corporate reconstruction, the Borrower shall be the surviving or resulting entity and (ii) such amalgamation, demerger, merger, consolidation or corporate reconstruction does not have a Material Adverse Effect.
22.11 **Change of business**

The Borrower shall procure that no substantial change is made to the general nature of the business of the Group taken as a whole from that carried on at the date of this Agreement.

22.12 **Acquisitions**

(a) Except as permitted under paragraph (b) below, no Obligor party hereto shall (and the Borrower shall ensure that no other member of the Material Group will) invest in or acquire any:

(i) share in or any security issued by any person, or any interest therein or in the capital of any person, or make any capital contribution to any person; or

(ii) business or going concern, or the whole or substantially the whole business of the assets, property or business of any person or any assets that constitute a division or operating unit of the business of any person.

(b) Paragraph (a) above does not apply to a Permitted Acquisition.

22.13 **Joint ventures**

No Obligor party hereto shall (and the Borrower shall ensure that no other member of the Material Group will):

(a) enter into, invest in or acquire (or agree to acquire) any shares, stocks, securities or other interest in any Joint Venture; or

(b) transfer any assets or lend to or guarantee or give an indemnity for or give Security for the obligations of a Joint Venture or maintain the solvency of or provide working capital to any Joint Venture (or agree to do any of the foregoing),

except for any Permitted Acquisition, Permitted Disposal, Permitted Loan, Permitted Guarantee or Permitted Security.

22.14 **Preservation of assets**

Each Obligor party hereto shall (and the Borrower shall ensure that each other member of the Material Group will) maintain in good working order and condition (ordinary wear and tear excepted) all of its assets necessary or desirable in the conduct of its business, where failure to do so would reasonably be expected to have a Material Adverse Effect.
22.15 **Environmental compliance**

Each Obligor party hereto shall (and the Borrower shall ensure that each member of the Material Group will):

(a) comply with all Environmental Law;

(b) obtain, maintain and ensure compliance with all requisite Environmental Permits;

(c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law,

where failure to do so has or is reasonably likely to have a Material Adverse Effect.

22.16 **Environmental Claims**

Each Obligor party hereto shall (through the Borrower), promptly upon becoming aware of the same, inform the Agent in writing of:

(a) any Environmental Claim against any member of the Material Group which is current, pending or threatened; and

(b) any facts or circumstances which are reasonably likely to result in any Environmental Claim being commenced or threatened against any member of the Material Group,

where the claim, if determined against that member of the Material Group, has or is reasonably likely to have a Material Adverse Effect.

22.17 **Anti-Corruption Law, Anti-Money Laundering Laws and Sanctions**

(a) The Borrower shall procure that the operations of the Borrower and its Subsidiaries will be conducted at all times in compliance with (i) the Anti-Corruption Laws, (ii) all applicable financial recordkeeping requirements, reporting requirements, money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency having jurisdiction over the Borrower or any of its Subsidiaries (collectively, the “Anti-Money Laundering Laws”) and applicable Sanctions. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions.

(b) The Borrower will not request any Loan, and the Borrower shall not use, and shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Loan (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in order to obtain an improper business advantage or in violation of any Anti-Corruption Laws, (ii) in violation of any Anti-Money Laundering Laws, (iii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, except to the extent expressly permitted for a person required to comply with Sanctions, or (iv) in any manner that would result in the violation of any Sanctions applicable to any party hereto.
22.18 **Taxation**

Each Obligor party hereto shall (and the Borrower shall ensure that each member of the Material Group will) pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties unless and only to the extent that:

(a) such payment is being contested in good faith;

(b) adequate reserves are being maintained for those Taxes and the costs required to contest them which have been disclosed in its latest financial statements delivered to the Agent under Clause 20.1 (Financial statements); or

(c) failure to pay those Taxes does not have or is not reasonably likely to have a Material Adverse Effect.

22.19 **Insurance**

(a) Each Obligor party hereto shall (and the Borrower shall ensure that each member of the Material Group will) maintain insurances on and in relation to its business and assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business located in the same or a similar location (provided that such insurances may be maintained by one or more members of the Group for the benefit of other applicable members of the Group).

(b) All such insurances must be with reputable independent insurance companies or underwriters.

22.20 **Pari passu ranking**

Each Obligor party hereto shall ensure that at all times any unsecured and unsubordinated claims of a Finance Party against it under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

22.21 **Intellectual Property**

Each Obligor party hereto shall (and the Borrower shall procure that each other member of the Material Group will):

(a) preserve and maintain the subsistence and validity of the Intellectual Property necessary for the business of the relevant Group member,
(b) use reasonable endeavours to prevent any infringement of the Intellectual Property;
(c) make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property;
(d) not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may adversely affect the existence or value of the Intellectual Property or imperil the right of any member of the Material Group to use such property; and
(e) not discontinue the use of the Intellectual Property,

where (in the case of paragraphs (a) to (c) above) failure to do so or (in the case of paragraphs (d) and (e) above) such use, permission to use, omission or discontinuation, has or is reasonably likely to have a Material Adverse Effect.

22.22 Restricted Entity arrangements

(a) No Obligor party hereto shall (and the Borrower shall use its reasonable endeavours to ensure that no Restricted Entity will) (and the Borrower shall procure that no other member of the Group that is not a Restricted Entity will) without the prior written consent of the Agent (acting on the instructions of all the Lenders):

(i) make or agree to any amendment or variation of or supplement to any provision of any Restricted Entity Contract;
(ii) terminate, rescind, supersede, cancel or agree to terminate, rescind, supersede or cancel any Restricted Entity Contract (except where such Restricted Entity Contract is replaced by an equivalent Restricted Entity Contract, including upon any change or substitution in the holder of shares or equity interests in any Restricted Entity ("Restricted Entity Contract Replacement"));
(iii) grant or agree to any waiver of any of its rights or remedies, or give any consent, under or in respect of any Restricted Entity Contract; or
(iv) assign, transfer, novate or otherwise dispose of any or all of its rights and/or obligations under any Restricted Entity Contract (except (A) as constituted by any Restricted Entity Contract Replacement or (B) any Security or Quasi-Security constituted by any Restricted Entity Contract),

in each case, which would result in a Material RE Event.

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(b) Each Obligor party hereto shall (or the Borrower shall, on behalf of any relevant Obligor), as soon as reasonably practicable following the occurrence of any event or circumstance specified in paragraphs (a)(i) to (a)(iv) above:

(i) notify the Agent in writing upon the occurrence of such event or circumstance; and

(ii) provide to the Agent copies of any amendment, variation, supplement, waiver or consent relating to any Restricted Entity Contract.

(c) Each Obligor party hereto shall (and the Borrower shall use its reasonable endeavours to ensure that each Restricted Entity will) perform and comply with its obligations under the Restricted Entity Contracts to which it is a party where failing to do so would result in a Material RE Event.

(d) Each Obligor party hereto shall (and the Borrower shall use its reasonable endeavours to ensure that each Restricted Entity will) take all commercially reasonable and practical steps to preserve and enforce its rights, and to pursue any claim or remedy, it has under or in respect of any Restricted Entity Contracts to which it is a party, where failing to do so would result in a Material RE Event.

22.23 Restricted Entity Structure

(a) The Borrower shall procure that the Restricted Group Holding Company and each of its Subsidiaries (including without limitation the Onshore Guantor) is and will remain to be subject to the Restricted Entity Structure, unless:

(i) otherwise approved by all the Lenders in writing; or

(ii) where such entity becomes a Subsidiary of the Borrower (that is not subject to the Restricted Entity Structure) upon termination of the Restricted Entity Structure.

(b) The Borrower shall procure that each Restricted Entity is and will remain to be consolidated into all consolidated financial statements of the Borrower.

22.24 Treasury Transactions

No Obligor party hereto shall (and the Borrower will procure that no other member of the Material Group will) enter into any Treasury Transaction unless:

(a) such Treasury Transaction is not for speculative purposes; and

(b) the terms of such Treasury Transaction (including pricing) offered by the relevant hedge counterparty are competitive and in good faith (as determined by the relevant Obligor or member of the Material Group (acting in good faith)).
22.25 Subordination

Each Obligor shall ensure that any Financial Indebtedness from time to time owed by that Obligor to any of its Affiliates (which is not an Obligor) will be subordinated to the Facility on terms of a Subordination Deed, provided that:

(a) each Subordination Deed shall contain provisions which permit payments in respect of such Financial Indebtedness to be made for so long as:

(i) no Default has occurred and is continuing at the time of the making of such payment; and

(ii) no Default would occur immediately after the making of such payment; and

(b) the enforceability of such Subordination Deed and the capacity of such Obligor and such Affiliates signing such Subordination Deed shall be confirmed by customary legal opinions (subject to customary assumptions and qualifications) at the cost of the Borrower, provided that the prior consent of the Borrower with respect to the amount of such cost has been obtained (such consent not to be unreasonably withheld) no later than the incurrence of any such Financial Indebtedness.

22.26 Minimum Unrestricted Cash

(a) The Borrower shall ensure that the aggregate amount of Unrestricted Cash held by the Obligors collectively shall be not less than US$2,000,000,000 (or its equivalent in any other currency or currencies) at any time.

(b) The Borrower shall, no later than the date falling five Business Days after the last day of each Financial Quarter, provide the Agent with copies of its (and/or any of the other Obligors’) bank statement(s) or other evidence (in form and substance satisfactory to the Agent (acting reasonably)) demonstrating that its obligation under paragraph (a) is and has been complied with.

(c) For the purposes of this Clause 22.26, “Unrestricted Cash” means, at any time, cash in hand or at bank or Cash Equivalent Investments and to which an Obligor is alone (or together with any other Obligor) beneficially entitled at that time and for so long as:

(i) that cash is repayable (or repayable subject to giving notice or demand) within 30 days after the relevant date of calculation;

(ii) repayment of that cash is not contingent on the prior discharge of any other indebtedness of any member of the Group or of any other person whatsoever or on the satisfaction of any other condition;

(iii) there is no Security or Quasi-Security over that cash or such Cash Equivalent Investments except for any Security or Quasi-Security over bank or securities accounts granted as part of the standard terms and conditions of any applicable account bank or securities account bank (each of such account banks or securities account banks, a “Relevant Account Bank”);

(iv) that cash or such Cash Equivalent Investments is or are freely and immediately available to be applied in repayment or prepayment of the Facility; and...
that cash is not subject to any Cash Pooling,

provided that if any Financial Indebtedness is owed by any Obligor to any Relevant Account Bank at any time and is secured by the Security or Quasi-Security permitted under paragraph (c)(iii) above, the aggregate amount of such Financial Indebtedness shall be deducted from the amount of cash or Cash Equivalent Investments which would (but for this proviso) otherwise have been included in the computation of the amount of Unrestricted Cash at that time.

22.27 Holding Companies

Neither the Borrower nor the Offshore Guarantor I shall, and each Obligor party hereto shall ensure that WFOE will not, trade, carry on any business, own any assets or incur any liabilities, indebtedness or commitments (whether actual or contingent) except for:

(a) the provision and purchase of management, legal, accounting and administrative services (excluding treasury services) to other member of the Group of a type customarily provided by a holding company to its Subsidiaries;

(b) (in the case of the Borrower and the Offshore Guarantor I) ownership of equity interests in its Subsidiaries and Investee Entities and credit balances in bank accounts and cash;

(c) (in the case of WFOE) ownership of equity interest in the Restricted Group Holding Company and credit balances in bank accounts and cash;

(d) liabilities in respect of debit balances owing to other member of the Group and rights in respect of credit balances owing by other member of the Group, which debit balances and credit balances are (in each case) permitted under this Agreement;

(e) any rights and obligation (including any performance or enforcement thereof) under the Finance Documents or Restricted Entity Contracts to which it is a party;

(f) incurring any liabilities for Taxes, professional fees and administration costs in the ordinary course of business as a Holding Company and any liabilities arising by operation of law in the ordinary course of its business as a Holding Company (which liabilities do not arise as a result of any default or omission of any Material Company);

(g) carrying out or being involved in any activities which are permitted under this Agreement; and

(h) investing in and holding financial products offered by commercial banks to their customers generally, if and to the extent that such investment or holding of such financial products is not otherwise prohibited by this Agreement.

22.28 Further assurance

In respect of any Subordination Deed executed after the date of this Agreement, each Obligor party hereto shall ensure that there shall be delivered to the Agent, promptly upon such execution, all of the documents and evidence specified in Part C of Schedule 2 (Conditions precedent) with respect to such Subordination Deed and each party to such Subordination Deed (excluding the Agent).
22.29 Share capital and Listing

(a) No Guarantor shall (and the Borrower shall procure that the Onshore Guarantor will not):

(i) issue shares in its capital;

(ii) grant to any person any securities convertible into its share capital; or

(iii) grant any rights to call for issuance of further shares in its capital,

except for the sole purpose of implementing a Permitted Listing or to its existing shareholder(s) as at the date of this Agreement.

(b) The Borrower shall promptly notify the Agent in writing upon the occurrence of any event or circumstance specified in paragraphs (a)(i) to (a)(iii) above.

(c) Each Obligor party hereto shall procure that no Listing will occur except for a Permitted Listing.

22.30 NDRC Filing and SAFE Registration

(a) Definitions

In this Clause 22.30:

“NBWD” means where a creditor incorporated or registered outside of the PRC:

(i) extending any facility or financing to a borrower or debtor incorporated or registered outside of the PRC and/or

(ii) conducting any transactions with such borrower or debtor incorporated or registered outside of the PRC,

and in either case, any guarantor or security provider in respect of that facility, financing or transaction is incorporated or registered in the PRC.

“NBWD Change” means:

(i) any amendment, variation, novation, supplement, extension, restatement, replacement, waiver, release or any other change of any term of the Onshore Guarantee Agreement or any other Finance Document; or

(ii) any change of Lenders or any other Parties,

which, in each case, under the applicable PRC laws and regulations, (A) is required to be registered or re-registered with SAFE in connection with the NBWD registration of the Onshore Guarantee Agreement or (B) results or would result in any item recorded in the foreign security registration statement (对外担保登记表) in connection with the Onshore Guarantee Agreement being required to be amended and/or updated accordingly.

(b) NDRC

The Borrower shall procure that:

(i) as soon as reasonably practicable and in accordance with the NDRC Circular 2044, an application for the NDRC Filing in respect of the Facility will be submitted to the NDRC and promptly thereafter but in any event no later than the delivery of the first Utilisation Request, a certified copy (certified by affixing with the company chop of the applicant of the NDRC Filing) of the foreign debt filling certificate (企业发行外债备案登记证明) issued by NDRC (in form and substance satisfactory to the Agent (acting reasonably)) will be provided to the Agent;

(ii) within 10 PRC Business Days after each Utilisation Date, the relevant information of the Utilisation (which falls within the approved foreign debt quota specified in the NDRC filing certificate in respect of the Facility in paragraph (i) above and shall be in compliance with the purpose of the Facility according to Clause 3 (Purpose)) together with the relevant reporting form (企业发行外债信息报送表) will be reported to the NDRC in accordance with the NDRC Circular 2044;

(iii) within three Business Days of the reporting referred to in paragraph (ii) above, a copy (affixed with the company chop of the applicant who submits the reporting form referred to in paragraph (ii) above) of the relevant reporting form (in form and substance satisfactory to the Agent (acting reasonably)) will be provided to the Agent, confirming that the requirement of paragraph (ii) above has been complied with; and

(iv) all applicable filing, reporting and other regulatory requirements under the NDRC Circular 2044 in respect of this Agreement and the Onshore Guarantee Agreement will be complied with.
The Borrower shall procure the Onshore Guarantor to:

(i) no later than 15 PRC Business Days of the date of the Onshore Guarantee Agreement, submit the registration of the Onshore Guarantee Agreement with SAFE and provide evidence (in the form of email or other written confirmation from legal counsel to the Agent) that the Onshore Guarantor has submitted the relevant forms and documents (in form and substance satisfactory to the Agent (acting reasonably)) to SAFE for the purpose of effecting registration of the Onshore Guarantee Agreement. For the avoidance of doubt, for the purpose of this paragraph (A), if the Onshore Guarantor has presented the relevant forms and documents (in form and substance satisfactory to the Agent (acting reasonably)) to SAFE within 15 PRC Business Days of the date of the Onshore Guarantee Agreement, it shall be released from its obligation as required in this paragraph (A), no matter whether SAFE accepts the application materials or not, provided that the Borrower shall, and shall procure that the Onshore Guarantor will, promptly notify the Agent (in the form of email or other written confirmation from legal counsel to the Agent) if the submission of application materials is rejected by SAFE and the reasons for the rejection and shall use its reasonable endeavours to timely supplement such materials and information as required by SAFE relating to its application;
(B) use its reasonable endeavours to complete the registration of the Onshore Guarantee Agreement with SAFE within six months from the date of this Agreement (provided that, if the Borrower has actually used its reasonable endeavours to complete such registration within such six months’ period, a mere failure to complete such registration within such six months’ period shall not per se constitute a Default); and

(C) (without prejudice to the Borrower’s obligation to use reasonable endeavours in paragraph (c)(i)(B) above) no later than the earlier of (1) the date falling 12 months from the date of this Agreement and (2) the date falling nine months from the First Utilisation Date, complete the registration of the guarantee under the Onshore Guarantee Agreement with SAFE and deliver to Agent a certified copy (certified by affixing with the company chop of the Onshore Guarantor) of the foreign security registration statement (对外担保登记表) (in form and substance satisfactory to the Agent (acting reasonably)) in relation to the completion of such registration;

(ii)

(A) in the event of a NBWD Change, within 15 PRC Business Days after the date of such NBWD Change, apply for the amendment registration in respect of the NBWD Change with SAFE and provide evidence (in the form of email or other written confirmation from legal counsel to the Agent) that the Onshore Guarantor has submitted the relevant forms and documents (in form and substance satisfactory to the Agent (acting reasonably)) to SAFE for the purpose of effecting NBWD Change. For the avoidance of doubt, for the purpose of this paragraph (A), if the Onshore Guarantor has presented the relevant forms and documents (in form and substance satisfactory to the Agent (acting reasonably)) to SAFE within 15 PRC Business Days after the date of such NBWD Change, it shall be released from its obligation as required in this paragraph (A), no matter whether SAFE accepts the application materials or not, provided that the Borrower shall, or shall procure the Onshore Guarantor to, promptly notify the Agent (in the form of email or other written confirmation from legal counsel to the Agent) if the submission of application materials is rejected by SAFE and the reasons for the rejection and shall use its reasonable endeavours to timely supplement such materials and information as required by SAFE relating to its application;
use its reasonable endeavours to complete the registration of the NBWD Change within six months from the date of this NBWD Change (provided that, if the Borrower has actually used its reasonable endeavours to complete such registration within such six months’ period, a mere failure to complete such registration within such six months’ period shall not per se constitute a Default); and

(without prejudice to the Borrower’s obligation to use reasonable endeavours in paragraph (c)(ii)(B) above) no later than the date falling 12 months from the date of the NBWD Change, complete the registration of the NBWD Change with SAFE and deliver to the Agent a certified copy (certified by affixing with the company chop of the Onshore Guarantor) of the foreign security registration statement (对外担保登记表) reflecting the NBWD Change (in form and substance satisfactory to the Agent (acting reasonably)) in relation to the completion of such registration.

22.31 Banking (Exposure Limits) Rules

Each Obligor shall promptly upon becoming aware of the same notify the Agent in writing if it is, or if it subsequently becomes, a connected party of a Finance Party to which Part 8 (Connected Party) of the Banking (Exposure Limits) Rules (Cap. 155S) (the “Rules”) applies or any director or employee of such Finance Party within the meaning of rule 85 of the Rules. Each Finance Party to which Part 8 of the Rules applies may assume that no Obligor is so related in the absence of such notice.

23. EVENTS OF DEFAULT

Each of the events or circumstances set out in this Clause 23 is an Event of Default (save for Clause 23.18 (Acceleration)).

23.1 Non-payment

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by:

(i) administrative or technical error; or
(ii) a Disruption Event; and

(b) payment is made within five Business Days of its due date.

23.2 Financial covenants and other obligations

Any requirement of Clause 21 (Financial covenants), paragraph (a) of Clause 22.26 (Minimum Unrestricted Cash) or Clause 22.30 (NDRC Filing and SAFE Registration) is not satisfied.

23.3 Other obligations

(a) An Obligor or a Junior Finance Party does not comply with any provision of the Finance Documents (other than those referred to in Clause 23.1 (Non-payment) and Clause 23.2 (Financial covenants and other obligations)).

(b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied within 20 Business Days of the earlier of (i) the Agent giving notice to the Borrower and (ii) an Obligor, or, as applicable, a Junior Finance Party, becoming aware of the failure to comply.

23.4 Misrepresentation

(a) Any representation or statement made or deemed to be made by an Obligor or any Junior Finance Party in (A) the Finance Documents or (B) any other document delivered by or on behalf of any Obligor or any Junior Finance Party under or in connection with any Finance Document after the date of this Agreement (excluding (i) any information provided by or on behalf of any Obligor, Junior Finance Party or member of the Group to any Finance Party prior to the date of this Agreement (other than the Original Financial Statements) and (ii) the Information Memorandum) is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

(b) No Event of Default under paragraph (a) above will occur if the misrepresentation or misstatement, or the circumstance giving rise to it, is capable of remedy and is remedied within 20 Business Days of the earlier of (i) the Agent giving notice to the Borrower and (ii) an Obligor, or, as applicable, a Junior Finance Party, becoming aware of the misrepresentation or misstatement.

23.5 Cross default

(a) Any Financial Indebtedness of any member of the Group is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any member of the Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment for any Financial Indebtedness of any member of the Group is cancelled or suspended by a creditor of any member of the Group as a result of an event of default (however described) (as notified by such creditor in writing, provided that it is clear from such notification that such cancellation or suspension is as a result of an event of default however described).
Any creditor of any member of the Group becomes entitled to declare any Financial Indebtedness of any member of the Group due and payable prior to its specified maturity as a result of an event of default (however described).

No Event of Default will occur under this Clause 23.5:

(i) if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is not more than an amount equal to US$100,000,000 (or its equivalent in any other currency or currencies);

(ii) if:

(A) the Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above arises from any derivative transaction;

(B) the circumstance falling within paragraphs (a) to (d) above occurs solely as a result of an event of default (however described) with respect to a counterparty or a credit support provider under such derivative transaction (which, in either case, is not a member of the Group); and

(C) any Financial Indebtedness due and payable by any member of the Group (if any) under such derivative transaction is paid or repaid in full by that member of the Group on the due date or within any originally applicable grace period; or

(iii) if any circumstance falling within paragraphs (a) to (d) above is capable of remedy and is remedied within 45 days after such circumstance occurs.

23.6 Insolvency

(a) Any Obligor or any Material Company:

(i) is unable or admits inability or is presumed or deemed (pursuant to applicable law) to be unable to pay its debts as they fall due;

(ii) by reason of actual or anticipated financial difficulties, suspends or threatens to suspend making payments on any of its material debts; or

(iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Finance Party in its capacity as such) with a view to a general rescheduling of its indebtedness.
(b) A moratorium is declared in respect of any indebtedness of any Obligor or any Material Company. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

23.7 Insolvency proceedings

Any corporate action, legal proceedings or other formal procedure or formal step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, judicial management, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor or any Material Company (other than a solvent liquidation or reorganisation of any Obligor or a Material Company permitted under Clause 22.10 (Merger));

(b) a composition, compromise, general assignment or similar arrangement with creditors of any Obligor or any Material Company;

(c) the appointment of a liquidator (other than in respect of a solvent liquidation or reorganisation under Clause 22.10 (Merger)), receiver, judicial manager, administrative receiver, administrator, compulsory manager, provisional supervisor or other similar officer in respect of any Obligor or any Material Company or any of its assets; or

(d) enforcement of any Security over any assets of any Obligor or Material Company,

or any analogous procedure or step is taken in any jurisdiction.

This Clause 23.7 shall not apply to (i) any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 60 days of commencement or (ii) any such appointment in respect of or enforcement of Security over assets (including the appointment of receiver in respect of such assets pursuant to such enforcement) not exceeding in aggregate an amount equal to US$100,000,000 (or its equivalent in any other currency or currencies).

23.8 Creditors’ process

Any expropriation, attachment, sequestration, distress or execution (or any analogous process in any jurisdiction) affects any asset or assets of any Obligor or any Material Company having an aggregate value of US$100,000,000 or more (or its equivalent in any other currency or currencies) and is not discharged within 60 days.

23.9 Unlawfulness and invalidity

Subject to the Legal Reservations:

(a) It is or becomes unlawful for an Obligor or any Junior Finance Party to perform any of its obligations under the Finance Documents.
(b) Any obligation or obligations of any Obligor or any Junior Finance Party under any Finance Documents are not or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents.

(c) Any Finance Document is not or ceases to be in full force and effect.

23.10 Repudiation and rescission of agreements

An Obligor or any Junior Finance Party rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document or evidences (in writing) an intention to rescind or repudiate a Finance Document.

23.11 Cessation of business

Any Obligor or the Group (taken as a whole) suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business (other than pursuant to any Permitted Disposal).

23.12 Audit qualification

The auditors of the Group qualify the audited annual consolidated financial statements of the Borrower:

(a) on the grounds that the information supplied to them (or to which they otherwise had access) was unreliable or inadequate;

(b) on the grounds that they are unable to prepare that financial statement on a going concern basis; or

(c) where that qualification is in terms or as to issues which is otherwise reasonably likely to be, whether individually or cumulatively, materially adverse to the interests of the Finance Parties under the Finance Documents.

23.13 Litigation

Any litigation, arbitration, administrative, governmental, criminal, regulatory or other investigation, proceeding or dispute:

(a) in relation to the Finance Documents or the transactions contemplated in the Finance Documents; or

(b) otherwise against any Obligor or Material Company or its business or assets,

is commenced or threatened in writing against any Obligor or Material Company and is reasonably likely to be adversely determined and if adversely determined, will have or is reasonably likely to have a Material Adverse Effect.

23.14 Expropriation

The authority or ability of any Obligor or any Material Company to conduct its business is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, compulsory acquisition, intervention, restriction or other similar action by or on behalf of any governmental, regulatory or other authority in relation to any Obligor or any Material Company or any of its assets or the shares in that Obligor or Material Company (including the displacement of all or part of the management of any Obligor or any Material Company) and such limitation and curtailment has or is reasonably likely to have a Material Adverse Effect.
23.15 **Material adverse change**

Any event or circumstance occurs which has or is reasonably likely to have a Material Adverse Effect.

23.16 **De-listing or suspension of trading**

At any time after the occurrence of any Permitted Listing:

(a) the shares in the Borrower cease to be listed or admitted to trading on the stock or investment exchange applicable to such Permitted Listing; or

(b) the trading of shares in the Borrower on such stock or investment exchange has been suspended for more than 15 consecutive Business Days on which such stock or investment exchange is open for trading (unless such suspension is due to a technical or administrative reason or in connection with transactions or arrangements that are not materially adverse to the interests of the Group).

23.17 **Restricted Entity Structure events**

(a) Pursuant to any official declaration, pronouncement or ruling of any Governmental Agency:

   (i) the Restricted Entity Structure is declared illegal, unlawful, invalid, nonbinding or unenforceable; or

   (ii) the right or ability of the WFOE (or any applicable member of the Group that is not a Restricted Entity but which is a party to a Restricted Entity Contract) to exercise effective control over or receive the economic benefits of business operations of any Restricted Entity is materially and adversely affected;

(b) any Restricted Entity Contract (or any material obligation of any party under any Restricted Entity Contract):

   (i) is or becomes or illegal, unlawful, invalid, non-binding or unenforceable; or

   (ii) is not or ceases to be in full force and effect,

which, in either case, would result in a Material RE Event except where such Restricted Entity Contract is replaced by an equivalent Restricted Entity Contract with prior written consent of the Agent;
(c) any party to a Restricted Entity Contract shall have failed to comply with any material provision of or perform any of its material obligations under any Restricted Entity Contract to which it is a party and (if such failure is capable of being remedied) such failure is not remedied within 30 days;

(d) any representation or statement made or deemed to be made by any party to a Restricted Entity Contract in any or all of the Restricted Entity Contracts is or proves to have been incorrect or misleading in any material respect when made or deemed to be made, which would result in a Material RE Event;

(e) any party to any Restricted Entity Contract repudiates or purports in writing to repudiate any Restricted Entity Contract, except where such Restricted Entity Contract is replaced by an equivalent Restricted Entity Contract with prior written consent of the Agent; or

(f) any Restricted Entity Contract is terminated, rescinded, superseded or cancelled or any party to any Restricted Entity Contract purports in writing to terminate, rescind, supersede or cancel any Restricted Entity Contract, except where such Restricted Entity Contract is replaced by an equivalent Restricted Entity Contract with prior written consent of the Agent.

23.18 Failure to comply with final judgments

Any Obligor or any Material Company fails to comply with or pay any sum due from it under any binding judgment or order made or given by any court of competent jurisdiction, except where:

(a) such binding judgment or order is being appealed against or contested in good faith by the relevant Obligor or Material Company and the payment of such overdue sum is permitted under the laws and regulations applicable to such appeal or contest to be suspended pending the outcome of such appeal or contest and such appeal or contest has not been determined; or

(b) (i) the aggregate amount failed to be paid by any or all of the Obligors and Material Companies under any one or more such judgments or orders is less than US$100,000,000 (or its equivalent in any other currency or currencies) and (ii) such failure is capable of remedy and is remedied (or such judgment or order is set aside) within 60 days.

23.19 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, by notice to the Borrower:

(a) without prejudice to the participation of any Lender in any Loans then outstanding:

(i) cancel each Available Commitment of each Lender, whereupon each such Available Commitment shall immediately be cancelled and the Facility shall immediately cease to be available for further utilisation; or

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(ii) cancel any part of any Commitment (and reduce such Commitment accordingly), whereupon the relevant part shall immediately be
cancelled (and the relevant Commitment shall be immediately reduced accordingly); and/or

(b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be
immediately due and payable, whereupon they shall become immediately due and payable; and/or

(c) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Agent on the
instructions of the Majority Lenders; and/or

(d) exercise any or all of its rights, remedies, powers or discretions under any of the Finance Documents.

SECTION 9
CHANGES TO PARTIES

24. CHANGES TO THE LENDERS

24.1 Assignments and transfers by the Lenders

Subject to this Clause 24, a Lender (the “Existing Lender”) may:

(a) assign any of its rights; or

(b) transfer by novation any of its rights and obligations,

under the Finance Documents to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the
purpose of making, purchasing or investing in loans, securities or other financial assets (the “New Lender”).

24.2 Conditions of assignment or transfer

(a) The consent of the Borrower is required for an assignment or transfer by an Existing Lender, unless such assignment or transfer is:

(i) to another Lender or an Affiliate of a Lender;

(ii) to any person listed in Schedule 11 (White List) or any Affiliate of such person;

(iii) if the Existing Lender is a fund, to a fund which is a Related Fund of the Existing Lender; or

(iv) made at a time when an Event of Default is continuing.

(b) The consent of the Borrower to an assignment or transfer must not be unreasonably withheld or delayed. The Borrower will be deemed to have
given its consent 10 Business Days after the Existing Lender has requested it unless consent is expressly refused by the Borrower within that
time.

(c) An assignment will only be effective if the procedure and conditions set out in Clause 24.6 (Procedure for assignment) are complied with.

(d) A transfer will only be effective if the procedure set out in Clause 24.5 (Procedure for transfer) is complied with.

(e) If:

(i) a Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and

(ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, an Obligor would be obliged to make a
payment to the New Lender or Lender acting through its new Facility Office under Clause 13 (Tax gross-up and indemnities) or Clause
14 (Increased costs),
then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those Clauses (including by reason of any continuation of such circumstances) to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred.

(f) Each New Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

24.3 Assignment or transfer fee

The New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of US$3,500, unless such assignment or transfer is to an Affiliate of the Existing Lender.

24.4 Limitation of responsibility of Existing Lenders

(a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

(i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;

(ii) the financial condition of any member of the Group or any Junior Finance Party;

(iii) the performance and observance by any Obligor or any Junior Finance Party of its obligations under the Finance Documents or any other documents; or

(iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document, and any representations or warranties implied by law are excluded.

(b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:

(i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Obligor and each Junior Finance Party and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender in connection with any Finance Document; and

(ii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.
Nothing in any Finance Document obliges an Existing Lender to:

(i) accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations assigned or transferred under this Clause 24; or

(ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor or any Junior Finance Party of its obligations under the Finance Documents or otherwise.

24.5 Procedure for transfer

(a) Subject to the conditions set out in Clause 24.2 (Conditions of assignment or transfer) a transfer is effected in accordance with paragraph (c) below on the Transfer Date when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.

(b) The Agent shall not be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender unless it is satisfied that it has completed all “know your customer” and other similar procedures that it is required (or deems desirable) to conduct in relation to the transfer to such New Lender.

(c) On the Transfer Date:

(i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents each of the Obligors party hereto and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and their respective rights against one another under the Finance Documents shall be cancelled (being the “Discharged Rights and Obligations”);

(ii) each of the Obligors party hereto and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;

(iii) the Agent, the Arranger, the New Lender and other Lenders shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent, the Arranger and the Existing Lender shall each be released from further obligations to each other under the Finance Documents; and
(iv) the New Lender shall become a Party as a “Lender”.

(d) The procedure set out in this Clause 24.5 shall not apply to any right or obligation under any Finance Document (other than this Agreement) if and to the extent its terms, or any laws or regulations applicable thereto, provide for or require a different means of transfer of such right or obligation or prohibit or restrict any transfer of such right or obligation, unless such prohibition or restriction shall not be applicable to the relevant transfer or each condition of any applicable restriction shall have been satisfied.

24.6 Procedure for assignment

(a) Subject to the conditions set out in paragraph (d) below and in Clause 24.2 (Conditions of assignment or transfer) an assignment may be effected in accordance with paragraph (c) below on the Transfer Date when the Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Assignment Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Assignment Agreement.

(b) The Agent shall not be obliged to execute an Assignment Agreement delivered to it by the Existing Lender and the New Lender unless it is satisfied that it has completed all “know your customer” and other similar procedures that it is required (or deems desirable) to conduct in relation to the assignment to such New Lender.

(c) On the Transfer Date:

(i) the Existing Lender will assign absolutely to the New Lender the rights under the Finance Documents expressed to be the subject of the assignment in the Assignment Agreement;

(ii) the Existing Lender will be released by each Obligor party hereto and the other Finance Parties from the obligations owed by it that correspond to the rights assigned under paragraph (i) above (the “Relevant Obligations”) and are expressed to be the subject of the release in the Assignment Agreement; and

(iii) the New Lender shall become a Party as a “Lender” and will be bound by obligations equivalent to the Relevant Obligations.

(d) Lenders may utilise procedures other than those set out in this Clause 24.6 to assign their rights under the Finance Documents (but not, without the consent of the relevant Obligor or unless in accordance with Clause 24.5 (Procedure for transfer), to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender) provided that they comply with the conditions set out in Clause 24.2 (Conditions of assignment or transfer).
(e) The procedure set out in this Clause 24.6 shall not apply to any right or obligation under any Finance Document (other than this Agreement) if and to the extent its terms, or any laws or regulations applicable thereto, provide for or require a different means of assignment of such right or release or assumption of such obligation or prohibit or restrict any assignment of such right or release or assumption of such obligation, unless such prohibition or restriction shall not be applicable to the relevant assignment, release or assumption or each condition of any applicable restriction shall have been satisfied.

24.7 Copy of Transfer Certificate, Assignment Agreement, Increase Confirmation to Borrower or Lenders Accession Memorandum

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate, an Assignment Agreement, an Increase Confirmation or a Lenders Accession Memorandum, send to the Borrower a copy of that Transfer Certificate, Assignment Agreement, Increase Confirmation or Lenders Accession Memorandum.

24.8 Existing consents and waivers

A New Lender shall be bound by any consent, waiver, election or decision given or made by the relevant Existing Lender under or pursuant to any Finance Document prior to the coming into effect of the relevant assignment or transfer to such New Lender.

24.9 Exclusion of Agent’s liability

In relation to any assignment or transfer pursuant to this Clause 24, each Party acknowledges and agrees that the Agent shall not be obliged to enquire as to the accuracy of any representation or warranty made by a New Lender in respect of its eligibility as a Lender.

24.10 Security over Lenders’ rights

In addition to the other rights provided to Lenders under this Clause 24, each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including:

(a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and

(b) any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or Security shall:

(i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or
(ii) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

25. CHANGES TO THE OBLIGORS

25.1 Assignments and transfer by Obligors

No Obligor party hereto may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

26.1 Appointment of the Agent

(a) Each of the Arrangers and the Lenders appoints the Agent to act as its agent under and in connection with the Finance Documents.

(b) Each of the Arrangers and the Lenders authorises the Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions.

26.2 Instructions

(a) The Agent shall:

(i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by:

(A) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision; and

(B) in all other cases, the Majority Lenders; and

(ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above.

(b) The Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion. The Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.

(c) Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.

(d) The Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.
(e) In the absence of instructions, the Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

(f) The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender’s consent) in any legal or arbitration proceedings relating to any Finance Document.

26.3 Duties of the Agent

(a) The Agent’s duties under the Finance Documents are solely mechanical and administrative in nature.

(b) Subject to paragraph (c) below, the Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.

(c) Without prejudice to Clause 24.7 (Copy of Transfer Certificate, Assignment Agreement, Increase Confirmation or Lenders Accession Memorandum to Borrower), paragraph (b) above shall not apply to any Transfer Certificate, any Assignment Agreement or any Increase Confirmation.

(d) Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

(e) If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.

(f) If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent or the Arranger) under this Agreement it shall promptly notify the other Finance Parties.

(g) The Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

26.4 Role of the Arranger

Except as specifically provided in the Finance Documents, the Arranger has no obligations of any kind to any other Party under or in connection with any Finance Document.

26.5 No fiduciary duties

(a) Nothing in any Finance Document constitutes the Agent or the Arranger as a trustee or fiduciary of any other person.

(b) Neither the Agent nor the Arranger shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.
26.6 Business with the Group

The Agent and the Arranger may accept deposits from, lend money to and generally engage in any kind of banking or other business with any member of the Group.

26.7 Rights and discretions

(a) The Agent may:

(i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;

(ii) assume that:

(A) any instructions received by it from the Majority Lenders, any Lenders or any group of Lenders are duly given in accordance with the terms of the Finance Documents; and

(B) unless it has received notice of revocation, that those instructions have not been revoked; and

(iii) rely on a certificate from any person:

(A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or

(B) to the effect that such person approves of any particular dealing, transaction, step, action or thing, as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate.

(b) The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:

(i) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 23.1 (Non-payment));

(ii) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised; and

(iii) any notice or request made by the Borrower (other than a Utilisation Request) is made on behalf of and with the consent and knowledge of all the Obligors.

(c) The Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.

(d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below, the Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Agent (and so separate from any lawyers instructed by the Lenders) if the Agent in its reasonable opinion deems this to be necessary.
The Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.

The Agent may act in relation to the Finance Documents through its officers, employees and agents.

Unless a Finance Document expressly provides otherwise the Agent may disclose to any other Party any information it reasonably believes it has received as Agent under this Agreement.

Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor the Arranger is obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.

Notwithstanding any provision of any Finance Document to the contrary, the Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

26.8 Responsibility for documentation

Neither the Agent nor the Arranger is responsible or liable for:

(a) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Agent, the Arranger, an Obligor or any other person in or in connection with any Finance Document or the Information Memorandum or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; or

(c) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

26.9 No duty to monitor

The Agent shall not be bound to enquire:

(a) whether or not any Default has occurred;

(b) as to the performance, default or any breach by any Party of its obligations under any Finance Document; or

(c) whether any other event specified in any Finance Document has occurred.

26.10 Exclusion of liability

(a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Agent), the Agent will not be liable for:

(i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct;

(ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document, other than by reason of its gross negligence or wilful misconduct; or

(iii) without prejudice to the generality of paragraphs (i) and (ii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation, for negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of:

(A) any act, event or circumstance not reasonably within its control; or

(B) the general risks of investment in, or the holding of assets in, any jurisdiction,

including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the
execution or settlement of transactions or the value of assets (including any Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

(b) No Party (other than the Agent) may take any proceedings against any officer, employee or agent of the Agent in respect of any claim it might have against the Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent may rely on this paragraph (b) subject to Clause 1.4 (Third party rights) and the provisions of the Third Parties Act.
The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent if the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.

Nothing in this Agreement shall oblige the Agent or the Arranger to carry out:

(i) any “know your customer” or other checks in relation to any person; or

(ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Lender or for any Affiliate of any Lender,

on behalf of any Lender and each Lender confirms to the Agent and the Arranger that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent or the Arranger.

Without prejudice to any provision of any Finance Document excluding or limiting the Agent’s liability, any liability of the Agent arising under or in connection with any Finance Document shall be limited to the amount of actual loss which has been suffered (as determined by reference to the date of default of the Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent at any time which increase the amount of that loss. In no event shall the Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent has been advised of the possibility of such loss or damages.

26.11 Lenders’ indemnity to the Agent

(a) Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent, within three Business Days of demand, against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Agent (otherwise than by reason of the Agent’s gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 30.10 (Disruption to payment systems etc.) notwithstanding the Agent’s negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as Agent under the Finance Documents (unless the Agent has been reimbursed by an Obligor pursuant to a Finance Document).

(b) Subject to paragraph (c) below, the Borrower shall immediately on demand reimburse any Lender for any payment that Lender makes to the Agent pursuant to paragraph (a) above.
Paragraph (b) above shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Agent to an Obligor or a Junior Finance Party.

26.12 Resignation of the Agent

(a) The Agent may resign and appoint one of its Affiliates acting through an office in Hong Kong or Singapore as successor by giving notice to the Lenders and the Borrower.

(b) Alternatively, the Agent may resign by giving 30 days’ notice to the Lenders and the Borrower, in which case the Majority Lenders (after consultation with the Borrower) may appoint a successor Agent.

(c) If the Majority Lenders have not appointed a successor Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Agent (after consultation with the Borrower) may appoint a successor Agent (acting through an office in Hong Kong or Singapore).

(d) If the Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Agent is entitled to appoint a successor Agent under paragraph (c) above, the Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent to become a party to this Agreement as Agent) agree with the proposed successor Agent amendments to this Clause 26 consistent with then current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the agency fee payable under this Agreement which are consistent with the successor Agent’s normal fee rates and prevailing market standards and those amendments will bind the Parties.

(e) The retiring Agent shall make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents. The Borrower shall, within three Business Days of demand, reimburse the retiring Agent for the amount of all costs and expenses (including legal fees) properly and reasonably incurred by it in making available such documents and records and providing such assistance.

(f) The Agent’s resignation notice shall only take effect upon the appointment of a successor.

(g) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (e) above) but shall remain entitled to the benefit of Clause 15.3 (Indemnity to the Agent) and this Clause 26 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
After consultation with the Borrower, the Majority Lenders may, by notice to the Agent, require it to resign in accordance with paragraph (b) above. In this event, the Agent shall resign in accordance with paragraph (b) above.

The Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph (c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents:

(i) the Agent fails to respond to a request under Clause 13.7 (FATCA information) and the Borrower or a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

(ii) the information supplied by the Agent pursuant to Clause 13.7 (FATCA information) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or

(iii) the Agent notifies the Borrower and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date,

and (in each case) the Borrower or a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and the Borrower or that Lender, by notice to the Agent, requires it to resign.

26.13 Confidentiality

(a) In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.

(b) If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.

(c) The Agent shall not be obliged to disclose to any Finance Party any information supplied to it by the Borrower, any member of the Group or any Affiliates of the Borrower or any member of the Group on a confidential basis and for the purpose of evaluating whether any waiver or amendment is or may be required or desirable in relation to any Finance Document.
26.14 Relationship with the Lenders

(a) The Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Agent’s principal office as notified to the Finance Parties from time to time) as the Lender acting through its Facility Office:

(i) entitled to or liable for any payment due under any Finance Document on that day; and

(ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five Business Days’ prior notice from that Lender to the contrary in accordance with the terms of this Agreement.

(b) Any Lender may, by notice to the Agent, appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under Clause 32.5 (Electronic communication)) electronic mail address and/or any other information required to enable the transmission of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, fax number, electronic mail address (or such other information), department and officer by that Lender for the purposes of Clause 32.2 (Addresses) and paragraph (a)(ii) of Clause 32.5 (Electronic communication) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

26.15 Credit appraisal by the Lenders

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each Lender confirms to the Agent and the Arranger that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

(a) the financial condition, status and nature of each member of the Group;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(c) whether that Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and

(d) the adequacy, accuracy or completeness of the Information Memorandum and any other information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document.
26.16 **Deduction from amounts payable by the Agent**

If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

26.17 **Role of Reference Banks**

(a) No Reference Bank is under any obligation to provide a quotation or any other information to the Agent.

(b) No Reference Bank will be liable for any action taken by it under or in connection with any Finance Document, or for any Reference Bank Quotation, unless directly caused by its gross negligence or wilful misconduct.

(c) No Party (other than the relevant Reference Bank) may take any proceedings against any officer, employee or agent of any Reference Bank in respect of any claim it might have against that Reference Bank or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document, or to any Reference Bank Quotation, and any officer, employee or agent of each Reference Bank may rely on this Clause 26.17 subject to Clause 1.4 \((Third party rights)\) and the provisions of the Third Parties Act.

26.18 **Third party Reference Banks**

A Reference Bank which is not a Party may rely on Clause 26.17 \((Role of Reference Banks)\), Clause 36.3 \((Other exceptions)\) and Clause 38 \((Confidentiality of Funding Rates and Reference Bank Quotations)\) subject to Clause 1.4 \((Third party rights)\) and the provisions of the Third Parties Act.

27. **CONDUCT OF BUSINESS BY THE FINANCE PARTIES**

No provision of this Agreement will:

(a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.
28. **SHARING AMONG THE FINANCE PARTIES**

28.1 **Payments to Finance Parties**

If a Finance Party (a "Recovering Finance Party") receives or recovers, whether by set-off or otherwise, any amount from an Obligor other than in accordance with Clause 29 (Enforcement of Onshore Guarantee Agreement) or Clause 30 (Payment mechanics) (a “Recovered Amount”) and applies that amount to a payment due under the Finance Documents then:

(a) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery to the Agent;

(b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with Clause 29 (Enforcement of Onshore Guarantee Agreement) or Clause 30 (Payment mechanics) (as the case may be), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and

(c) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the "Sharing Payment") equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with Clause 30.6 (Partial payments).

28.2 **Redistribution of payments**

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the "Sharing Finance Parties") in accordance with Clause 30.6 (Partial payments) towards the obligations of that Obligor to the Sharing Finance Parties.

28.3 **Recovering Finance Party’s rights**

(a) On a distribution by the Agent under Clause 28.2 (Redistribution of payments) of a payment received by a Recovering Finance Party from an Obligor, as between the relevant Obligor and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor.

(b) If and to the extent that the Recovering Finance Party is not able to rely on its rights under paragraph (a) above, the relevant Obligor shall be liable to the Recovering Finance Party for a debt equal to the Sharing Payment which is immediately due and payable.
28.4 **Reversal of redistribution**

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

(a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the “**Redistributed Amount**”); and

(b) as between the relevant Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

28.5 **Exceptions**

(a) This Clause 28 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this Clause, have a valid and enforceable claim against the relevant Obligor.

(b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:

(i) it notified that other Finance Party of the legal or arbitration proceedings; and

(ii) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

28.6 **Contractual recognition of bail-in**

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

(a) any Bail-In Action in relation to any such liability, including:

(i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.
29. ENFORCEMENT OF ONSHORE GUARANTEE AGREEMENT

29.1 Definitions

In this Clause 29:

“Full Offshore Repatriation” has the meaning given to that term in Clause 29.3 (Distributions of Guarantee Proceeds — Full Offshore Repatriation).

“Fully Repatriated Offshore” has the meaning given to that term in Clause 29.3 (Distributions of Guarantee Proceeds — Full Offshore Repatriation).

“Guarantee Proceeds” means any proceeds received, realised or recovered from the Onshore Guarantor or from the Local Bank on behalf of the Onshore Guarantor under or in connection with the Onshore Guarantee Agreement (whether as a result of any demand made under the Onshore Guarantee Agreement or any other enforcement action taken in connection with the Onshore Guarantee Agreement or otherwise), after deducting any Onshore Enforcement Cost.

“Local Bank” means, in respect of any Guarantee Proceeds, a bank organised and established in the PRC, acting through its office or branch located in the province in which the Onshore Guarantor is established (being Beijing as at the date of this Agreement), to which such Guarantee Proceeds are intended to be remitted for the purposes of their remittance by such bank.

“Offshore Allocation Amount” means, in respect of any Guarantee Proceeds in respect of the Onshore Guarantee Agreement, the amount equal to such Guarantee Proceeds minus the Onshore Allocation Amount in respect of such Guarantee Proceeds.

“Offshore Finance Party” means a Finance Party other than an Onshore Lender. “Offshore Lender” means a Lender other than an Onshore Lender.

“Onshore Allocation Amount” means, in respect of any Guarantee Proceeds in respect of the Onshore Guarantee Agreement, the aggregate amount of such Guarantee Proceeds determined by the Agent that shall be paid to the Onshore Lenders in accordance with Clause 30.6 (Partial payment) as it would have been paid to Onshore Lenders had the relevant SAFE Registered Amount in respect of the Onshore Guarantee Agreement been no less than the Total Commitments of all Lenders.

“Onshore Enforcement Cost” means, in respect of the Onshore Guarantee Agreement, all costs and expenses (including legal fees) incurred by the Agent in the PRC in connection with the enforcement of, or the preservation of any rights under, the Onshore Guarantee Agreement and with any proceedings instituted by or against the Agent as a consequence of it entering into the Onshore Guarantee Agreement or enforcing rights thereunder.

“Onshore Lender” means in respect of the Onshore Guarantee Agreement, a Lender the Facility Office of which is located in the PRC and the Commitments of which is considered by the competent SAFE as not applicable to the NBWD registration of the Onshore Guarantee Agreement.
“Pro Rata Offshore Repatriation” has the meaning given to that term in Clause 29.4 (Distributions of Guarantee Proceeds — partial offshore repatriation).

“Pro Rata Repatriated Offshore” has the meaning given to that term in Clause 29.4 (Distributions of Guarantee Proceeds — partial offshore repatriation).

“SAFE Registered Amount” means, at any time and in respect of the Onshore Guarantee Agreement, the guaranteed amount registered with SAFE in respect of the Onshore Guarantee Agreement and as evidenced in the foreign security registration statement (对外担保登记表) in force at that time.

29.2 Guarantee enforcement

(a) Notwithstanding any other provision of this Agreement, the Agent is authorised by each other Finance Party to, and is entitled to:

(i) exercise and enforce, on behalf of the Finance Parties, any rights, powers, discretions and remedies vested in it or any other Finance Party under or in connection with the Onshore Guarantee Agreement (including, for the avoidance of doubt, making any demand on the Onshore Guarantor, receiving and distributing any proceeds under the Onshore Guarantee Agreement, and instructing and directing the payment and distribution and any currency conversion (if applicable) of any such proceeds); and

(ii) act on behalf of any Finance Party (without first obtaining that Finance Party’s consent) in any legal or arbitration proceedings relating to the Onshore Guarantee Agreement.

29.3 Distributions of Guarantee Proceeds — Full Offshore Repatriation

(a) This Clause 29.3 shall apply in the case where at the time of any demand or enforcement of the Onshore Guarantee Agreement, the relevant SAFE Registered Amount in respect of the Onshore Guarantee Agreement is no less than the Total Commitments of all Lenders at that time.

(b) If, at the time of any demand or enforcement of the Onshore Guarantee Agreement, the relevant SAFE Registered Amount in respect of the Onshore Guarantee Agreement is no less than the Total Commitments of all Lenders at that time, the Borrower shall procure that the Onshore Guarantor will:

(i) promptly notify the Agent upon request by the Agent the identity of the Local Bank for the purposes of remittance of any Guarantee Proceeds in respect of the Onshore Guarantee Agreement, provided that such Local Bank shall be a reputable bank in the PRC;

(ii) procure that all Guarantee Proceeds in respect of the Onshore Guarantee Agreement (to the extent not already paid to the Agent or to the order of the Agent) will, promptly, and in any event within any timeframe stipulated under the terms of the Onshore Guarantee Agreement, be remitted in full to the Local Bank;

(iii) to the extent any such Guarantee Proceeds so paid to the Local Bank is denominated in RMB or any currency other than US dollars, instruct the relevant Local Bank to convert such Guarantee Proceeds into US dollars; and

(iv) upon all necessary currency conversion described in paragraph (b)(iii) above, instruct the relevant Local Bank to remit and repatriate all Guarantee Proceeds so paid to the Local Bank in full to the Agent (or to its order) to such account specified by the Agent (such remittance and repatriation, the “Full Offshore Repatriation”, and references to any amount being “Fully Repatriated Offshore” should be construed accordingly).

(c) Any Guarantee Proceeds being Fully Repatriated Offshore shall be applied towards the obligations of the Onshore Guarantor under the Finance Documents in accordance with Clause 30.6 (Partial payments). For the avoidance of doubt, any such Guarantee Proceeds received or recovered by any Finance Party, shall, to the extent not provided in this Clause 29, be subject to the provisions in Clause 28 (Sharing among the Finance Parties).

29.4 Distributions of Guarantee Proceeds — partial offshore repatriation

(a) This Clause 29.4 shall apply in the case where at the time of any demand or enforcement of the Onshore Guarantee Agreement, the relevant SAFE Registered Amount is less than the Total Commitments of all Lenders at that time.

(b) If, at the time of any demand or enforcement of the Onshore Guarantee Agreement, the relevant SAFE Registered Amount is less than the Total Commitments of all Lenders at that time, the Borrower shall procure that the Onshore Guarantor will:

(i) promptly notify the Agent upon request by the Agent the identity of the Local Bank for the purposes of remittance of any Guarantee Proceeds in respect of the Onshore Guarantee Agreement, provided that such Local Bank shall be a reputable bank in the PRC;

(ii) procure that all Guarantee Proceeds in respect of the Onshore Guarantee Agreement (to the extent not already paid to the Agent or to the order of the Agent) will, promptly, and in any event within any timeframe stipulated under the terms of the Onshore Guarantee Agreement, be remitted in full to the Local Bank;
(iii) to the extent any applicable Offshore Allocation Amount in respect of the relevant Guarantee Proceeds so paid to the Local Bank is denominated in RMB or any currency other than US dollars, instruct the relevant Local Bank to convert such Offshore Allocation Amount into US dollars; and
upon all necessary currency conversion described in paragraph (b)(iii) above, instruct the relevant Local Bank to, at or about the same time:

(A) remit and repatriate the conversion proceeds of all applicable Offshore Allocation Amount so paid to the Local Bank in full to the Agent (or to its order) to such account specified by the Agent (such remittance and repatriation, the “Pro Rata Offshore Repatriation”, and references to any amount being “Pro Rata Repatriated Offshore” should be construed accordingly); and

(B) transfer all applicable Onshore Allocation Amount in respect of the relevant Guarantee Proceeds so paid to the Local Bank to the Onshore Lenders to such account of the Onshore Lenders as directed by the Agent.

(c) Any Guarantee Proceeds being Pro Rata Repatriated Offshore shall be applied towards the obligations of that Onshore Guarantor owed to the Offshore Finance Parties under the Finance Documents in accordance with Clause 30.6 (Partial payments). For the avoidance of doubt, any such Guarantee Proceeds received or recovered by any Finance Party, shall, to the extent not provided in this Clause 29, be subject to the provisions in Clause 28 (Sharing among the Finance Parties).

(d) Any Onshore Allocation Amount described in paragraph (b)(iv)(B) above shall be applied towards the obligations of the Onshore Guarantor owed to the Onshore Lenders under the Finance Documents in accordance with Clause 30.6 (Partial payments).

(e) Each Onshore Lender shall, promptly upon request by the Agent or any Obligor, provide to the Agent or such Obligor (or if so requested, the relevant Local Bank) its account details for the purposes of receiving any Onshore Allocation Amount in accordance with paragraph (b)(iv) (B) above.

29.5 Instructions

For the avoidance of doubt, if the Onshore Guarantor has complied with Clause 29.3 (Distribution of Guarantee Proceeds — Full Offshore Repatriation) or, as the case may be, Clause 29.4 (Distribution of Guarantee Proceeds — partial offshore repatriation) with respect to any amount payable by it under the Onshore Guarantee Agreement, it shall be considered to discharge its obligations to make the payment of such amount in accordance with the terms of the Onshore Guarantee Agreement.

29.6 Further assurance

Each Obligor party hereto shall and shall procure that the Onshore Guarantor will, at its own cost, promptly take all such action as is available to it (including executing any document, making any filings and registrations, and giving any instructions and mandates to the relevant Local Bank or any other person, in each case, in such manner and in such form as the Agent may reasonably require) as may be reasonably required by the Agent for the purpose of giving effect to any provision of this Clause 29 or facilitating or consummating any transfer, distribution or any other action or transaction contemplated by, or pursuant to, this Clause 29.
30. **PAYMENT MECHANICS**

30.1 **Payments to the Agent**

(a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document, that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment shall be made to such account in the principal financial centre of the country of that currency and with such bank as the Agent, in each case, specifies.

(c) This Clause 30.1 is subject to Clause 29 (**Enforcement of Onshore Guarantee Agreement**).

30.2 **Distributions by the Agent**

(a) Each payment received by the Agent under the Finance Documents for another Party shall, subject to Clause 30.3 (**Distributions to an Obligor**) and Clause 30.4 (**Clawback and pre-funding**) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days’ notice with a bank specified by that Party in the principal financial centre of the country of that currency.

(b) The Agent shall distribute payments received by it in relation to all or any part of a Loan to the Lender indicated in the records of the Agent as being so entitled on that date provided that the Agent is authorised to distribute payments to be made on the date on which any assignment or transfer becomes effective pursuant to Clause 24 (**Changes to the Lenders**) to the Lender so entitled immediately before such assignment or transfer took place regardless of the period to which such sums relate.

30.3 **Distributions to an Obligor**

The Agent may (with the consent of the relevant Obligor party hereto or in accordance with Clause 31 (**Set-off**)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

30.4 **Clawback and pre-funding**

(a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.
(b) Unless paragraph (c) below applies, if the Agent pays an amount (on account of an amount payable by a Party other than the Agent itself under any Finance Document) to another Party and it proves to be the case that it had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent calculated by it to reflect its cost of funds.

(c) If the Agent is willing to make available amounts for the account of the Borrower (on account of any amount to be paid by the Lenders to the Borrower) before receiving funds from the Lenders, then if and to the extent that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it so paid to the Borrower:

(i) the Agent shall notify the Borrower of that Lender’s identity and the Borrower shall on demand refund it to the Agent; and

(ii) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrower shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

30.5 Impaired Agent

(a) If, at any time, the Agent becomes an Impaired Agent, an Obligor party hereto or a Lender which is required to make a payment under the Finance Documents to the Agent in accordance with Clause 30.1 (Payments to the Agent) may instead either:

(i) pay that amount direct to the required recipient(s); or

(ii) if in its absolute discretion it considers that it is not reasonably practicable to pay that amount direct to the required recipient(s), pay that amount or the relevant part of that amount to an interest-bearing account held with an Acceptable Bank and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Obligor or the Lender making the payment (the “Paying Party”) and designated as a trust account for the benefit of the Party or Parties beneficially entitled to that payment under the Finance Documents (the “Recipient Party” or “Recipient Parties”).

In each case such payments must be made on the due date for payment under the Finance Documents.

(b) All interest accrued on the amount standing to the credit of the trust account shall be for the benefit of the Recipient Party or the Recipient Parties pro rata to their respective entitlements.
A Party which has made a payment in accordance with this Clause 30.5 shall be discharged of the relevant payment obligation under the Finance Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.

Promptly upon the appointment of a successor Agent, each Paying Party shall (other than to the extent that Party has given an instruction pursuant to paragraph (c) below) give all requisite instructions to the bank with whom the trust account is held to transfer the amount (together with any accrued interest) to the successor Agent for distribution to the relevant Recipient Party or Recipient Parties in accordance with Clause 30.2 (Distributions by the Agent).

A Paying Party shall, promptly upon request by a Recipient Party and to the extent:

(i) that it has not given an instruction pursuant to paragraph (d) above; and

(ii) that it has been provided with the necessary information by that Recipient Party,

give all requisite instructions to the bank with whom the trust account is held to transfer the relevant amount (together with any accrued interest) to that Recipient Party.

30.6 Partial payments

(a) Subject to Clause 29 (Enforcement of Onshore Guarantee Agreement), if the Agent receives a payment that is insufficient to discharge all the amounts then due and payable by an Obligor under the Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:

(i) first, in or towards payment pro rata of any unpaid amount owing to the Agent or the Arranger under the Finance Documents;

(ii) secondly, in or towards payment pro rata of any accrued interest, fee or commission due but unpaid under this Agreement;

(iii) thirdly, in or towards payment pro rata of any principal due but unpaid under this Agreement; and

(iv) fourthly, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents.

(b) The Agent shall, if so directed by the Majority Lenders, vary the order set out in paragraphs (a)(ii) to (a)(iv) above.

(c) Paragraphs (a) and (b) above will override any appropriation made by an Obligor.
30.7 **No set-off by Obligors**

All payments to be made by an Obligor party hereto under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

30.8 **Business Days**

(a) Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

30.9 **Currency of account**

(a) Subject to paragraphs (b) to (e) below, dollars is the currency of account and payment for any sum due from an Obligor under any Finance Document.

(b) A repayment of a Loan or Unpaid Sum or a part of a Loan or Unpaid Sum shall be made in the currency in which that Loan or Unpaid Sum is denominated, pursuant to this Agreement, on its due date.

(c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated, pursuant to this Agreement, when that interest accrued.

(d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

(e) Any amount expressed to be payable in a currency other than dollars shall be paid in that other currency.

30.10 **Disruption to payment systems etc.**

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Borrower that a Disruption Event has occurred:

(a) the Agent may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Facility as the Agent may deem necessary in the circumstances;

(b) the Agent shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;
(c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;

(d) any such changes agreed upon by the Agent and the Borrower shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of Clause 36 (Amendments and waivers);

(e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Clause 30.10; and

(f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

31. SET-OFF

While an Event of Default is continuing, a Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. Such Finance Party shall promptly notify that Obligor of any such set-off or conversion.

32. NOTICES

32.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents by a Party to another Party shall be made in writing and, unless otherwise stated, may be made by fax or letter.

32.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of the Borrower and the Guarantors, that identified with its name below or identified with its name in the Onshore Guarantee Agreement to which it is a party (as the case may be);

(b) in the case of each Lender or any other Obligor, that notified in writing to the Agent on or prior to the date on which it becomes a Party; and

(c) in the case of the Agent, that identified with its name below,
or any substitute address, fax number or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days’ notice.

32.3 Delivery

(a) Any communication or document made or delivered by one Party to another under or in connection with the Finance Documents will only be effective:

(i) if by way of fax, when received in legible form; or

(ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 32.2 (Addresses), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Agent will be effective only when actually received by it and then only if it is expressly marked for the attention of the department or officer identified with its signature below (or any substitute department or officer as it shall specify for this purpose).

(c) All notices from or to an Obligor party hereto shall be sent through the Agent.

(d) Any communication or document made or delivered to the Borrower in accordance with this Clause will be deemed to have been made or delivered to each of the Obligors party hereto.

(e) Any communication or document which becomes effective, in accordance with paragraphs (a) to (d) above, after 5.00 p.m. in the place of receipt or on a day which is not a working day in that place, shall be deemed only to become effective on the following working day in that place. For this purpose working days are days other than Saturdays, Sundays and bank holidays.

32.4 Notification of address and fax number

Promptly upon changing its address or fax number, the Agent shall notify the other Parties.

32.5 Electronic communication

(a) Any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents may be made or delivered by electronic mail or other electronic means (including by way of posting to a secure website) if those two Parties:

(i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
(ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days’ notice.

(b) Any such electronic communication or delivery as specified in paragraph (a) above to be made between an Obligor and a Finance Party may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication or delivery.

(c) Any such electronic communication or delivery as specified in paragraph (a) above made or delivered by one Party to another will be effective only when actually received (or made available) in readable form and in the case of any electronic communication or document made or delivered by a Party to the Agent only if it is addressed in such a manner as the Agent shall specify for this purpose.

(d) Any electronic communication or document which becomes effective, in accordance with paragraph (c) above, after 5:00 p.m. or on a day which is not a working day in the place in which the Party to whom the relevant communication or document is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following working day in that place. For this purpose, working days are days other than Saturdays, Sundays and bank holidays.

(e) Any reference in a Finance Document to a communication being sent or received or a document being delivered shall be construed to include that communication or document being made available in accordance with this Clause 32.5.

32.6 Communication when Agent is Impaired Agent

If the Agent is an Impaired Agent the Parties may, instead of communicating with each other through the Agent, communicate with each other directly and (while the Agent is an Impaired Agent) all the provisions of the Finance Documents which require communications to be made or notices to be given to or by the Agent shall be varied so that communications may be made and notices given to or by the relevant Parties directly. This provision shall not operate after a replacement Agent has been appointed.

32.7 English language

(a) Any notice given under or in connection with any Finance Document must be in English.

(b) All other documents provided under or in connection with any Finance Document must be:

(i) in English; or

(ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.
33. **CALCULATIONS AND CERTIFICATES**

33.1 **Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

33.2 **Certificates and determinations**

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

33.3 **Day count convention**

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Interbank Market differs, in accordance with that market practice.

34. **PARTIAL INVALIDITY**

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

35. **REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any Finance Document. No waiver or election to affirm any Finance Document on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

36. **AMENDMENTS AND WAIVERS**

36.1 **Required consents**

   (a) Subject to Clause 36.2 (*All Lender matters*) and Clause 36.3 (*Other exceptions*), any term of the Finance Documents (other than any Fee Letter) may be amended or waived only with the consent of the Majority Lenders and the Obligors’ Agent (in accordance with Clause 2.4 (*Obligors’ Agent*) and paragraph (c) below) and any such amendment or waiver will be binding on all Parties.

   (b) The Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause 36.

   (c) Without prejudice to the other provisions of this Agreement, each Obligor party hereto agrees to any such amendment or waiver permitted by this Clause 36 which is agreed to by the Obligors’ Agent. This includes any amendment or waiver which would, but for this paragraph (c), require the consent of all of the Obligors.

36.2 **All Lender matters**

Subject to Clause 36.4 (*Replacement of Screen Rate*) an amendment or waiver of any term of any Finance Document that has the effect of changing or which relates to:

   (a) the definition of “Majority Lenders” in Clause 1.1 (*Definitions*);

   (b) an extension to the date of payment of any amount under the Finance Documents;

   (c) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable;

   (d) a change in currency of payment of any amount under the Finance Documents;

   (e) an increase in any Commitment or the Total Commitments, an extension of any Availability Period or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably;

   (f) a change to the Borrower or the Guarantors;

   (g) any provision which expressly requires the consent of all the Lenders;

   (h) Clause 2.2 (*Finance Parties’ rights and obligations*), Clause 5.1 (*Delivery of a Utilisation Request*), Clause 7.1 (*Illegality*), Clause 8.8
(Application of prepayments), Clause 24 (Changes to the Lenders), Clause 25 (Changes to the Obligors), Clause 28 (Sharing among the Finance Parties), Clause 29 (Enforcement of Onshore Guarantee Agreement), this Clause 36, the governing law of any Finance Document or Clause 41.1 (Jurisdiction of English courts);

(i) the release of any guarantee and indemnity granted under Clause 18 (Guarantee and indemnity) or under the Onshore Guarantee Agreement;

(j) (other than as expressly permitted by the provisions of any Finance Document) the nature or scope of the guarantee and indemnity granted under Clause 18 (Guarantee and indemnity) or under the Onshore Guarantee Agreement; and

(k) the order of priority or subordination under any Subordination Deed.

shall not be made without the prior consent of all the Lenders.

36.3 Other exceptions

An amendment or waiver which relates to the rights or obligations of the Agent, the Arranger or a Reference Bank (each in their capacity as such) may not be effected without the consent of the Agent, the Arranger or that Reference Bank, as the case may be.
36.4 Replacement of Screen Rate

(a) Subject to Clause 36.3 (Other exceptions), if a Screen Rate Replacement Event has occurred in relation to the Screen Rate for dollars, any amendment or waiver which relates to:

(i) providing for the use of a Replacement Benchmark in relation to dollars in place of the Screen Rate; and

(A) aligning any provision of any Finance Document to the use of that Replacement Benchmark;

(B) enabling that Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Agreement);

(C) implementing market conventions applicable to that Replacement Benchmark;

(D) providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark;

(E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Borrower.

(b) If, as at 31 December 2022 this Agreement provides that the rate of interest for a Loan in US dollars is to be determined by reference to the Screen Rate:

(i) a Screen Rate Replacement Event shall be deemed to have occurred on that date in relation to the Screen Rate US dollars; and

(ii) the Agent (acting on the instructions of the Majority Lenders) and the Obligors shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark in relation to US dollars in place of the Screen Rate from and including a date no later than 30 March 2023.
36.5 Excluded Commitments

If:

(a) any Defaulting Lender fails to respond to a request for a consent, waiver, amendment of or in relation to any term of any Finance Document or any other vote of Lenders under the terms of any Finance Document within three Business Days of that request being made; or

(b) any Lender which is not a Defaulting Lender fails to respond to such a request or such a vote within 15 Business Days of that request being made,

(unless, in either case, the Borrower and the Agent agree to a longer time period in relation to such request):

(i) its Commitment, Available Commitment and participation(s) in Loan(s) shall not be included for the purpose of calculating the aggregate Commitments, Available Commitments and Loans when ascertaining whether the consent of Lender(s) holding any relevant percentage (including, for the avoidance of doubt, unanimity) of the Commitments, Available Commitments and/or Loans has been obtained to approve that request; and

(ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

36.6 Disenfranchisement of Defaulting Lenders

(a) For so long as a Defaulting Lender has any Available Commitment, in ascertaining:

(i) the Majority Lenders; or

(ii) whether:

   (A) the consent of Lender(s) holding any given percentage (including, for the avoidance of doubt, unanimity) of the Commitments, Available Commitments and/or Loans; or

   (B) the agreement of any specified group of Lenders,

     has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents,

that Defaulting Lender’s Available Commitment under each Facility shall (for such purposes) be deemed to be zero and that Defaulting Lender’s Commitment under each Facility will (for such purpose) be reduced by the amount of its Available Commitment (determined without giving effect to this Clause 36.6) under that Facility and, to the extent that that Defaulting Lender’s Commitment for each Facility is zero after giving effect to that reduction, that Defaulting Lender shall be deemed not to be a Lender for the purposes of paragraphs (i) and (ii) above.
For the purposes of this Clause 36.6, the Agent may assume that the following Lenders are Defaulting Lenders:

(i) any Lender which has notified the Agent that it has become a Defaulting Lender;

(ii) any Lender in relation to which it is aware that any of the events or circumstances referred to in paragraph (a), (b) or (c) of the definition of “Defaulting Lender” has occurred,

unless it has received notice to the contrary from the Lender concerned (together with any supporting evidence reasonably requested by the Agent) or the Agent is otherwise aware that the Lender has ceased to be a Defaulting Lender.

36.7 Replacement of a Lender

(a) If, at any time:

(i) any Lender becomes a Non-Consenting Lender (as defined in paragraph (d) below); or

(ii) a Lender has become and continues to be a Defaulting Lender,

the Borrower may, by giving five Business Days’ prior written notice to the Agent and such Lender:

(A) replace such Lender by requiring such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 24 (Changes to the Lenders) all (and not part only) of its rights and obligations under this Agreement;

(B) require such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 24 (Changes to the Lenders) all (and not part only) of the undrawn Commitment of that Lender and its corresponding obligations; or

(C) require such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 24 (Changes to the Lenders) all (and not part only) of its rights and obligations in respect of the Facility,
to a Lender or other bank, financial institution, trust, fund or other entity selected by the Borrower, and which confirms its willingness to assume and does assume all the obligations or all the relevant obligations of the transferring Lender in accordance with Clause 24 (Changes to the Lenders) (a “Replacement Lender”), (in each case of (A) or (C)) for a purchase price in cash payable at the time of transfer which is either:

(1) in an amount equal to the outstanding principal amount of such Lender’s participation in (in the case of (A)) the outstanding Loans and all accrued interest, Break Costs and other amounts payable in relation thereto under the Finance Documents or (in the case of (C)) the outstanding Loans and all accrued interest, Break Costs and other amounts payable in relation to the Loans under the Finance Documents; or

(2) in an amount agreed between (I) that relevant Non-Consenting Lender or Defaulting Lender, (II) the Replacement Lender and (III) the Borrower and which does not exceed the amount described in paragraph (1) above.

(b) Any transfer of rights and obligations of a relevant Non-Consenting Lender or Defaulting Lender pursuant to this Clause 36.7 shall be subject to the following conditions:

(i) the Borrower shall have no right to replace the Agent;

(ii) neither the Agent nor the relevant Non-Consenting Lender or Defaulting Lender shall have any obligation to the Borrower to find a Replacement Lender;

(iii) the transfer must take place no later than 20 Business Days after the notice from the Borrower referred to in paragraph (a) above;

(iv) in no event shall the relevant Non-Consenting Lender or Defaulting Lender be required to pay or surrender to the Replacement Lender any of the fees received by the relevant Non-Consenting Lender or Defaulting Lender pursuant to the Finance Documents; and

(v) the relevant Non-Consenting Lender or Defaulting Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (a) above once it is satisfied that it has completed all “know your customer” and other similar procedures that it is required (or deems desirable) to conduct in relation to that transfer to the Replacement Lender.

(c) The relevant Non-Consenting Lender or Defaulting Lender shall perform the procedures described in paragraph (b)(v) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above and shall notify the Agent and the Borrower when it is satisfied that it has complied with those procedures.

(d) In the event that:

(i) the Borrower or the Agent (at the request of the Borrower) has requested the Lenders to give a consent in relation to, or to agree to a waiver or amendment of, any provisions of the Finance Documents;
(ii) the consent, waiver or amendment in question requires the approval of all the Lenders; and

(iii) Lenders whose Commitments aggregate more than 80 per cent. of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 80 per cent. of the Total Commitments immediately prior to that reduction to zero), have given such consent or agreed to such waiver or amendment,

then any Lender who does not and continues not to so consent or agree to such waiver or amendment shall be deemed a “Non-Consenting Lender”.

37. CONFIDENTIAL INFORMATION

37.1 Confidentiality

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 37.2 (Disclosure of Confidential Information) and Clause 37.3 (Disclosure to numbering service providers), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

37.2 Disclosure of Confidential Information

Any Finance Party may disclose:

(a) to any of its head office, branch, Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners, agents, Representatives and service providers such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the Confidential Information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as Agent and, in each case, to any of that person’s Affiliates, Related Funds, Representatives and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person’s Affiliates, Related Funds, Representatives and professional advisers;
(iii) appointed by any Finance Party or by a person to whom paragraph (i) or (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including any person appointed under paragraph (b) of Clause 26.14 (Relationship with the Lenders));

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (i) or (ii) above;

(v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law;

(vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(vii) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 24.10 (Security over Lenders’ rights);

(viii) who is a Party; or

(ix) with the consent of the Borrower;

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

(A) in relation to paragraphs (b)(i), (b)(ii) and (b)(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to paragraph (b)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;

(C) in relation to paragraphs (b)(v), (b)(vi) and (b)(vii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;
(c) to any person appointed by that Finance Party or by a person to whom paragraph (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the Loan Market Association Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Finance Party; and

(d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Obligors if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

37.3 Disclosure to numbering service providers

(a) Any Finance Party may disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facility and/or one or more Obligors the following information:

(i) names of Obligors;
(ii) country of domicile of Obligors;
(iii) place of incorporation of Obligors;
(iv) date of this Agreement;
(v) Clause 40 (Governing law);
(vi) the names of the Agent and the Arranger;
(vii) date of each amendment and restatement of this Agreement;
(viii) amounts of, and names of, the Facility (and any tranches);
(ix) amount of Total Commitments;
(x) currencies of the Facility;
(xi) type of Facility;
(xii) ranking of Facility;
(xiii) Termination Date for Facility;
(xiv) changes to any of the information previously supplied pursuant to paragraphs (i) to (xiii) above; and
(xv) such other information agreed between such Finance Party and the Borrower,
to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

(b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facility and/or one or more Obligors by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.

(c) Each Obligor party hereto represents that none of the information set out in paragraphs (a)(i) to (a)(xv) above is, nor will at any time be, unpublished price-sensitive information.

(d) The Agent shall notify the Borrower and the other Finance Parties of:

(i) the name of any numbering service provider appointed by the Agent in respect of this Agreement, the Facility and/or one or more Obligors; and

(ii) the number or, as the case may be, numbers assigned to this Agreement, the Facility and/or one or more Obligors by such numbering service provider.

37.4 Entire agreement

This Clause 37.4 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

37.5 Inside information

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

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37.6 Notification of disclosure

Each of the Finance Parties agrees (to the extent permitted by law) to inform the Borrower:

(a) of the circumstances of any disclosure of Confidential Information made pursuant to paragraph (b)(v) of Clause 37.2 (Disclosure of Confidential Information) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

(b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 37.

37.7 Continuing obligations

The obligations in this Clause 37 are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of twelve months from the earlier of:

(a) the date on which all amounts payable by the Obligors under or in connection with this Agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and

(b) the date on which such Finance Party otherwise ceases to be a Finance Party.

38. CONFIDENTIALITY OF FUNDING RATES AND REFERENCE BANK QUOTATIONS

38.1 Confidentiality and disclosure

(a) The Agent and each Obligor party hereto agree to keep each Funding Rate (and, in the case of the Agent, each Reference Bank Quotation) confidential and not to disclose it to anyone, save to the extent permitted by paragraphs (b), (c) and (d) below.

(b) The Agent may disclose:

(i) any Funding Rate (but not, for the avoidance of doubt, any Reference Bank Quotation) to the Borrower pursuant to Clause 9.4 (Notification of rates of interest); and

(ii) any Funding Rate or any Reference Bank Quotation to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the Loan Market Association Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender or Reference Bank, as the case may be.

(c) The Agent may disclose any Funding Rate or any Reference Bank Quotation, and each Obligor party hereto may disclose any Funding Rate, to:

(i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate or Reference Bank Quotation is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or Reference Bank Quotation or is otherwise bound by requirements of confidentiality in relation to it;

(ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances;

(iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances; and

(iv) any person with the consent of the relevant Lender or Reference Bank, as the case may be.

(d) The Agent’s obligations in this Clause 38 relating to Reference Bank Quotations are without prejudice to its obligations to make notifications under Clause 9.4 (Notification of rates of interest) provided that (other than pursuant to paragraph (b)(i) above) the Agent shall not include the details of any individual Reference Bank Quotation as part of any such notification.

38.2 Related obligations
(a) The Agent and each Obligor party hereto acknowledge that each Funding Rate (and, in the case of the Agent, each Reference Bank Quotation) is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Agent and each Obligor party hereto undertake not to use any Funding Rate or, in the case of the Agent, any Reference Bank Quotation for any unlawful purpose.

(b) The Agent and each Obligor party hereto agree (to the extent permitted by law) to inform the relevant Lender or Reference Bank, as the case may be:

(i) of the circumstances of any disclosure made pursuant to paragraph (c)(ii) of Clause 38.1 (Confidentiality and disclosure) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
(ii) upon becoming aware that any information has been disclosed in breach of this Clause 38.

39. COUNTERPARTS

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of that Finance Document.
40. GOVERNING LAW

This Agreement and all non-contractual obligations arising out of or in connection with this Agreement are governed by the English law.

41. ENFORCEMENT

41.1 Jurisdiction of English courts

(a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement) or any non-contractual obligation arising out of or in connection with this Agreement (a “Dispute”).

(b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

(c) Notwithstanding paragraphs (a) and (b) above, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

41.2 Service of process

(a) Without prejudice to any other mode of service allowed under any relevant law, each Obligor party hereto (other than an Obligor incorporated in England and Wales):

(i) irrevocably appoints Law Debenture as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document; and

(ii) agrees that failure by an agent for service of process to notify the relevant Obligor of the process will not invalidate the proceedings concerned.

(b) If any person appointed as an agent for service of process pursuant to paragraph (a) is unable for any reason to act as agent for service of process, the Borrower (on behalf of all the Obligors party hereto) must immediately (and in any event within 10 Business Days of such event taking place) appoint another agent for such service of process. Failing this, the Agent may appoint another agent for this purpose.
42. **WAIVER OF IMMUNITY**

Each Obligor party hereto irrevocably waives, to the extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from:

(a) suit;

(b) jurisdiction of any court;

(c) relief by way of injunction or order for specific performance or recovery of property;

(d) attachment of its assets (whether before or after judgment); and

(e) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any immunity in any such proceedings).

**THIS AGREEMENT** has been entered into on the date stated at the beginning of this Agreement.
1. **Obligors**

(a) A copy of the constitutional documents of each Obligor and the register of directors and officers and the register of mortgages and charges of the Borrower.

(b) A copy of a resolution of the board of directors of each Obligor:

(i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party;

(iv) in the case of each Offshore Guarantor, resolving that it is in the best interests of such Offshore Guarantor to enter into the transactions contemplated by the Finance Documents to which it is a party, giving reasons; and

(v) (with respect to the Borrower only) approving the entry into and performance by each Guarantor of its obligations under, and the transactions contemplated by, the Finance Documents to which such Guarantor is a party.

(c) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above or paragraph (d) below.

(d) A copy of a resolution signed by all the holders of the issued shares in each Guarantor, approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party.

(e) A certificate of each Obligor (signed by an authorised signatory):

(i) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Commitments would not cause any borrowing, guaranteeing, security or similar limit binding on that Obligor to be exceeded; and

(ii) certifying that each copy document relating to it specified in this Part A of Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.
(f) A certificate of good standing in respect of the Borrower issued by the Registrar of Companies in the Cayman Islands dated no earlier than the date falling 30 days before the date of the legal opinion referred to in paragraph 3(d) below.

2. **Finance Documents**

(a) This Agreement duly executed by all original parties to it.

(b) A Fee Letter duly executed by JPM Arranger and the Borrower.

(c) A Fee Letter duly executed by the Agent and the Borrower.

(d) The Onshore Guarantee Agreement duly executed by all parties thereto.

3. **Legal opinions**

(a) A legal opinion of Clifford Chance, legal advisers to the Arranger and the Agent in respect of English law, substantially in the form distributed to the Original Lenders prior to signing this Agreement.

(b) A legal opinion of Clifford Chance, legal advisers to the Arranger and the Agent in respect of Hong Kong law, substantially in the form distributed to the Original Lenders prior to signing this Agreement.

(c) A legal opinion of Han Kun Law Offices, legal advisers to the Arranger and the Agent in respect of the PRC law, substantially in the form distributed to the Original Lenders prior to signing this Agreement.

(d) A legal opinion of Walkers (Singapore) Limited Liability Partnership, the legal advisers to the Arranger and the Agent in respect of the Cayman Islands law, substantially in the form distributed to the Original Lenders prior to signing this Agreement.

4. **Other documents and evidence**

(a) Evidence that any process agent required to be appointed by any Obligor pursuant to any Finance Document, has accepted its appointment.

(b) A copy of any other Authorisation or other document, opinion or assurance which the Agent considers to be necessary (acting reasonably) (if it has notified the Borrower of such Authorisation, document, opinion or assurance before the date of this Agreement) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

(c) The Original Financial Statements.

(d) Evidence that the fees, costs and expenses then due from the Borrower pursuant to Clause 12 (Fees) and Clause 17 (Costs and expenses) have been paid or will be paid no later than the First Utilisation Date.

(e) Evidence that the Onshore Guarantor has submitted the Onshore Guarantee Agreement to SAFE for the purpose of effecting NBWD registration thereof with SAFE pursuant to paragraph (c)(i)(A) of Clause 22.30 (NDRC Filing and SAFE Registration).
(f) A copy of the Group Structure Chart.

(g) A copy of each Restricted Entity Contract (relating to any Restricted Entity of any member of the Group) executed by the parties thereto.

(h) Evidence required and reasonably requested by each Finance Party in respect of each Obligor for the purpose of any “know your customer”, anti-money laundering or similar identification procedures under applicable laws and regulations and internal policies.

(i) Evidence that the NDRC Filing in respect of the Facility has been completed in accordance with paragraph (b)(i) of Clause 22.30 (NDRC Filing and SAFE Registration).

(j) Confirmation from an authorised signatory of the Borrower and the external legal counsel to the Borrower that neither (A) the entry into or performance by any Obligor of its obligations under the Finance Documents to which such Obligor is a party nor (B) the transactions contemplated by the Finance Documents requires any consent or approval from any shareholder of the Borrower under the shareholders’ agreement in respect of the Borrower dated 9 August 2019 (as amended from time to time).
PART B
CONDITIONS PRECEDENT TO EACH UTILISATION

1. Certification in the Utilisation Request for the proposed Utilisation (or a certificate by the Borrower signed by an authorised signatory thereof) that the proposed Utilisation is for operational purpose; or

2. Certification in the Utilisation Request for the proposed Utilisation (or a certificate by the Borrower signed by an authorised signatory thereof) that the proposed Utilisation is for non-operational purposes, including particulars of such non-operation purposes.
In respect of any person executing a Subordination Deed (a “Proposed Subordination Deed Party”):

1. A Subordination Deed, duly executed by the Proposed Subordination Deed Party.

2. A copy of the constitutional documents of the Proposed Subordination Deed Party.

3. A copy of a resolution of the board of directors of the Proposed Subordination Deed Party:
   (a) approving the terms of, and the transactions contemplated by, such Subordination Deed and the Finance Documents and resolving that it execute such Subordination Deed;
   (b) authorising a specified person or persons to such Subordination Deed (as the case may be) on its behalf;
   (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents; and
   (d) in the case of such Proposed Subordination Deed Party, resolving that it is in the best interests of that Proposed Subordination Deed Party to enter into the transactions contemplated by such Subordination Deed and the Finance Documents to which that Proposed Subordination Deed Party is a party, giving reasons.

4. A specimen of the signature of each person authorised by the resolution referred to in paragraph 3 above or paragraph 5 below.

5. (To the extent required pursuant to applicable law) a copy of a resolution signed by all the holders of the issued shares of the Proposed Subordination Deed Party, approving the terms of, and the transactions contemplated by, the Finance Documents to which the Proposed Subordination Deed Party is a party.

6. A certificate of an authorised signatory of the Proposed Subordination Deed Party certifying that each copy document listed in this Part C of Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of the Subordination Deed (as the case may be).

7. A copy of any other Authorisation or other document, opinion or assurance which the Agent considers (acting reasonably) to be necessary or reasonably required in connection with the entry into and performance of the transactions contemplated by such Subordination Deed or for the validity and enforceability of any Finance Document.

8. A legal opinion of legal advisers to the Arranger and the Agent (failing which a legal opinion of legal advisers to the Borrower) in respect of English law.
If the Proposed Subordination Deed Party is incorporated in a jurisdiction other than England and Wales or is executing a Finance Document which is governed by any law other than English law, a legal opinion of the laws in the jurisdiction of its incorporation or, as the case may be, the jurisdiction of the governing law of that Finance Document (the “Applicable Jurisdiction”) as to the law of the Applicable Jurisdiction.

If the Proposed Subordination Deed Party is incorporated in a jurisdiction other than England and Wales, evidence that the process agent specified in Clause 41.2 (Service of process), if not an Obligor, has accepted its appointment in relation to the Proposed Subordination Deed Party.

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THE BORROWER

XIAOJU KUAIZHI INC.

By: /s/ CHENG Wei

Name: CHENG Wei
Title: Director
Address: Building No. 34, Shangdong Digital Valley, No. 8 Yard Dongbeiwang Road, Haidian District, Beijing, PRC
Fax No: N/A
Attention: *********
Email: *********

Signature Page to the Facility Agreement
THE OFFSHORE GUARANTOR

XIAOJU SCIENCE AND TECHNOLOGY (HONG KONG) LIMITED 小桔科技香港有限公司

By: /s/ CHENG Wei

Name: CHENG Wei

Title: Director

Address: Building No. 34, Shangdong Digital Valley, No. 8 Yard Dongbeiwang Road, Haidian District, Beijing, PRC

Fax No: N/A

Attention: *********

Email: *********

Signature Page to the Facility Agreement
THE OFFSHORE GUARANTOR

DIDI (HK) SCIENCE AND TECHNOLOGY LIMITED 滴滴 (香港) 科技有限公司

By: /s/ CHENG Wei

Name: CHENG Wei

Title: Director

Address: Building No. 34, Shangdong Digital Valley, No. 8 Yard Dongbeiwang Road, Haidian District, Beijing, PRC

Fax No: N/A

Attention: *********

Email: *********

Signature Page to the Facility Agreement
THE MANDATED LEAD ARRANGER AND BOOKRUNNER

JPMORGAN CHASE BANK, N.A., ACTING THROUGH ITS HONG KONG BRANCH

By: /s/ Sonia Li

Name: Sonia Li

Title: Managing Director

Signature Page to the Facility Agreement
THE MANDATED LEAD ARRANGER AND BOOKRUNNER

GOLDMAN SACHS LENDING PARTNERS LLC

By: /s/ Charles Johnston

Name: Charles Johnston

Title: Managing Director

Signature Page to the Facility Agreement
By: /s/ Benny K H Chung

Name: Benny K H Chung

Title: SENIOR VICE PRESIDENT
THE MANDATED LEAD ARRANGER

BANK OF AMERICA, NATIONAL ASSOCIATION, HONG KONG BRANCH

By: /s/ Adnan Meraj

Name: Adnan Meraj

Title Managing Director, Co-Head of Asia Pacific Syndicated & Leveraged Finance

Signature Page to the Facility Agreement

THE MANDATED LEAD ARRANGER

BARCLAYS BANK PLC

By: /s/ Wong Tse Kay Michael

Name: Wong Tse Kay Michael

Title Authorised Signatory

Signature Page to the Facility Agreement
THE MANDATED LEAD ARRANGER

CITICORP NORTH AMERICA, INC.

By: /s/ Jeroen Fikke

Name: Jeroen Fikke

Title President

Signature Page to the Facility Agreement
THE LEAD ARRANGER

MIZUHO BANK, LTD. (INCORPORATED IN JAPAN WITH LIMITED LIABILITY)

By:   /s/ Emily Lim

Name:  Emily Lim

Title:  Director

Signature Page to the Facility Agreement
THE ORIGINAL LENDER

JPMORGAN CHASE BANK, N.A., ACTING THROUGH ITS HONG KONG BRANCH

By:  /s/ Sonia Li

Name: Sonia Li

Title: Managing Director

Signature Page to the Facility Agreement
THE ORIGINAL LENDER
GOLDMAN SACHS LENDING PARTNERS LLC

By: /s/ Charles Johnston

Name: Charles Johnston

Title: Managing Director

Signature Page to the Facility Agreement
THE ORIGINAL LENDER

MORGAN STANLEY SENIOR FUNDING, INC.

By: /s/ Jennifer DeFazio

Name: Jennifer DeFazio

Title: Authorized Signatory

Signature Page to the Facility Agreement
THE ORIGINAL LENDER

THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED

By: /s/ Benny K H Chung

Name: Benny K H Chung

Title SENIOR VICE PRESIDENT

Signature Page to the Facility Agreement
THE ORIGINAL LENDER

BANK OF AMERICA, NATIONAL ASSOCIATION, HONG KONG BRANCH

By: /s/ Adnan Meraj

Name: Adnan Meraj

Title: Managing Director, Co-Head of Asia Pacific Syndicated & Leveraged Finance

Signature Page to the Facility Agreement
THE ORIGIN LENDER
BARCLAYS BANK PLC

By: /s/ Wong Tse Kay Michael

Name: Wong Tse Kay Michael
Title: Authorised Signatory

Signature Page to the Facility Agreement
THE ORIGIN LENDER

CITICORP NORTH AMERICA, INC.

By:    /s/ Jeroen Fikke

Name:  Jeroen Fikke

Title   President

Signature Page to the Facility Agreement
THE ORIGINAL LENDER
MIZUHO BANK, LTD. (INCORPORATED IN JAPAN WITH LIMITED LIABILITY),
HONG KONG BRANCH

By:  /s/ Davis Chai

Name: Davis Chai

Title: Managing Director

Signature Page to the Facility Agreement
THE AGENT

JPMORGAN CHASE BANK, N.A., ACTING THROUGH ITS HONG KONG BRANCH

By:   /s/ Tan Lay Choo

Name:  Tan Lay Choo

Title:  Associate

Address:  **********

Tel:  **********

Fax:  N/A

Attention:  **********

Email:  **********

Signature Page to the Facility Agreement
SHAREHOLDERS AGREEMENT

OF

CHENGXIN TECHNOLOGY INC.

Dated as of March 29, 2021
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SHAREHOLDERS AGREEMENT

WHEREAS, on March 1, 2021, the Company, Didi, the Investors and certain other parties thereto entered into a share purchase agreement (the “Share Purchase Agreement”) for the subscription and sale of certain Series A-1 Preferred Shares (as defined below) of the Company by the Investors.

WHEREAS, on March 1, 2021, the Investors entered into a loan agreement with the Management pursuant to which such Investors agreed to make available a facility for an aggregate principal amount of up to US$160,000,000 (the “Management Loans”) to the Management for the purposes of subscribing for the Series A-2 Preferred Shares of the Company. Concurrently, the Management entered into the Management Share Purchase Agreement (as hereafter defined) with the Company pursuant to which it subscribed for an aggregate of 20,000,000 Series A-2 Preferred Shares (the “Management Shares”). The Management Loans shall be secured by a first ranking priority interest granted on the Management Shares.

WHEREAS, on or about the date of the Share Purchase Agreement, the Company and Didi entered into a note purchase agreement for the issuance and sale of a convertible note for an aggregate principal amount of US$3,000,000,000 to Didi, convertible into Series A-2 Preferred Shares in the capital of the Company.

WHEREAS, as a condition to the transactions to be effected under the Share Purchase Agreement, Didi shall be required to subscribe for Ordinary Shares (as hereafter defined) of the Company for an aggregate subscription amount of US$400,000,000 (the “Capital Increase”).

WHEREAS, on the closing of the transactions contemplated to be effected pursuant to the Transaction Documents, the Management Loan Documents and the Management Share Purchase Agreement (as each term is hereafter defined) and the Capital Increase, the fully-diluted, as-converted capitalization of the Company shall be as set out in Part 1 of Schedule 3, and assuming the conversion in full of all principal amounts of the Series A-2 Note (as hereafter defined), the fully-diluted, as-converted capitalization of the Company shall be as set out in Part 2 of Schedule 3, in each case, as may be amended or revised pursuant to the Final Allocation Statement.
WHEREAS, Xiaoju has consented to be included as a party to this Agreement only in respect of its rights and obligations set out in the Section 5.7 hereof.

WHEREAS, the parties desire to enter into this Agreement to set forth certain rights and obligations of the parties hereto with respect to the management of the Company.

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 intending to be legally bound hereto hereby agree to enter into this Agreement on the following terms:

ARTICLE I.
DEFINITIONS AND INTERPRETATION.

Section 1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

“Accounting Standards” means either generally accepted accounting principles in the United States or the PRC, or the International Financial Reporting Standards, as applicable, applied on a consistent basis.

“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. In the case of (a) an Investor, the term “Affiliate” also includes (i) any of such Investor’s general partners, (ii) the fund manager managing or advising such Investor (and general partners and officers thereof), (iii) trusts Controlled by or for the benefit of any such Person referred to in (i) or (ii), and (iv) any fund or holding company formed for investment purposes that is promoted, sponsored, managed, advised or serviced by such Investor, (b) in the case of Didi or Xiaoju, the term “Affiliate” excludes the Company and other Group Companies and vice versa, and (c) in the case of the Management, the term “Affiliate” excludes Didi, Xiaoju, the Company and their respective Affiliates, and vice versa.

“Alternative Loan Investment” means, with respect to an Investor, the amounts invested by such Investor in the Management or its Affiliates for the purposes of subscribing for the Management Shares, being an amount equivalent to the principal amount of the loan commitments that such Investor would have been required to make as a Lender under the Management Loan Documents corresponding to its allocation of the Subscription Shares under the Share Purchase Agreement.

“Applicable Securities Laws” means (i) with respect to any offering of securities in the United States, or any other act or omission within that jurisdiction, the securities Laws of the United States, including the Exchange Act and the Securities Act, and any applicable Law of any state of the United States, and (ii) with respect to any offering of securities in any jurisdiction other than the United States, or any related act or omission in that jurisdiction, the applicable Laws of that jurisdiction.
“Board” or “Board of Directors” means the board of directors of the Company.

“Business” means the businesses of community group-buying and community e-commerce, including activities ancillary thereto.

“Business Day” means any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks are required or authorized by Law to be closed in the Cayman Islands, the British Virgin Islands, Hong Kong or the PRC.

“Change of Control” with respect to any Person (other than an investment fund) (the “Applicable Person”) means, and shall be deemed to have occurred with respect to such Applicable Person, if and when (i) any Person or group of Persons acting in concert becomes the beneficial owner, directly or indirectly, of securities or other ownership interests of such Applicable Person representing more than 50 per cent. of the combined voting power of all securities and other ownership interests of such Applicable Person or (ii) the effective date of a merger or consolidation of such Applicable Person with one or more other Persons as a result of which the holders of the outstanding voting securities or other ownership interests of such Applicable Person immediately prior to the merger or consolidation hold less than 50 per cent. of the combined voting power of all securities and other ownership interests of the surviving or resulting Person of such merger or consolidation and, in the case of an investment fund, means, and shall be deemed to have occurred with respect to such investment fund, if and when such investment fund’s financial sponsor, fund manager or general partner undergoes a Change of Control or is otherwise no longer the financial sponsor, fund manager or general partner of such investment fund; provided that the following shall not constitute a “Change of Control”: (a) if the Equity Securities of a Shareholder or a Parent Entity of such Shareholder are listed on any stock exchange, any Change of Control of such listed company or (b) a Change of Control of a Shareholder or a Parent Entity of such Shareholder that results from the listing of Equity Securities of such Shareholder or a Parent Entity of such Shareholder.

“Closing” has the meaning ascribed to such term in the Share Purchase Agreement.

“Commercial Framework Agreement” means a commercial framework agreement to be entered into between the Company and Xiaoju governing certain ongoing cross-business arrangements, related pricing principles and other ongoing services and support for the Business to be provided by Xiaoju or its Affiliates in the form set out in the Share Purchase Agreement.

“Commission” means (i) with respect to any offering of securities in the United States, the Securities and Exchange Commission of the United States or any other federal agency at the time administering the Securities Act, and (ii) with respect to any offering of securities in a jurisdiction other than the United States, the regulatory body of the jurisdiction with authority to supervise and regulate the offering or sale of securities in that jurisdiction.

“Company Competitor” means any Person set forth in Schedule 5 hereto and any other entity that directly or indirectly operates in the PRC under the trade name(s) set forth opposite such Person’s name therein, each of their respective Affiliates and successors engaging directly or indirectly through Subsidiaries of such Affiliate in the community group-buying or community e-commerce business, and shall be deemed to be amended to include or omit any entities and their respective Affiliates and successors which may from time to time be removed or designated as Company Competitors by the Board as a Board Preferred Majority Matter, provided that there may not be more than 20 designated Company Competitors at any time (excluding for the purposes of such determination their respective Affiliates).
“Control” of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, or by effective control whether through the ownership of voting securities, by contract or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than 50 per cent. of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of the board of directors of such Person, provided that entitlement to any veto rights over any matters of a Person shall not solely on its own be deemed as Control over such Person; and the terms “Controlled” and “Controlling” have the meaning correlative to the foregoing.

“Conversion Price” means the conversion price per Series A-2 Preferred Share as determined from time to time under the Series A-2 Note, at which principal amounts outstanding under the Series A-2 Note are converted into Series A-2 Preferred Shares in accordance with the terms thereof, being initially the Series A-2 Original Issue Price applicable to the Management Shares under paragraph (a) of the definition of “Series A-2 Original Issue Price.”

“Deemed Liquidation Event” has the meaning ascribed to such term in the Memorandum and Articles.

“Default Call Options” means the rights of the Company and Didi, as applicable, to purchase the Shares of Defaulting Shareholders as set out in Section 5.9.

“Didi Competitor” means any Person set forth in Schedule 6 hereto and any other entity that directly or indirectly operates in the PRC (except with respect to “Uber” globally) under the trade name(s) set forth opposite such Person’s name therein, and each of their respective Affiliates and successors and shall be deemed to amend or include any entities and their respective Affiliates and successors which may from time to time be proposed by Didi or Xiaoju to be removed or designated as Didi Competitors, which inclusion or removal shall be approved by the Board as a Board Preferred Majority Matter.

“Director” means a director serving on the Board.

“Director Indemnification Agreement” means any director indemnification agreement to be entered into by and between the Company and each Director to be nominated by the Lead Investors to the Board at or prior to the Closing.

“Enforcement Event” means an Event of Default (as such term is defined in the Management Loan Documents) entitling an Investor to accelerate principal amounts of the Management Loan owed to it and exercise its security rights under its Management Share Pledge to cause the Transfer of the applicable number of Management Shares to it.
“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 interests, equity interests, registered capital, and other equity securities of such Person, and any right, warrant, option, call, commitment, conversion privilege, pre-emptive right or other right to acquire any of the foregoing, or security convertible into, exchangeable or exercisable for any of the foregoing.


“Existing Shareholder Loans” means the amount of up to US$400,000,000 incurred by Didi, Xiaoju and their respective Affiliates in the establishment and development of the Business for the period ending on and as of December 31, 2020, comprising shareholder advances, shareholder loans, operational liabilities (including payables, operational costs and expenses), reimbursable expenses and certain group centralized or administrative cost allocations and recharges attributable to the Group Companies based on the accounting policies of Xiaoju and its Affiliates, consistently applied for the period, in each case, in the Financial Statements (as defined in the Share Purchase Agreement) of the Company.

“Final Allocation Statement” has the meaning ascribed to such term in the Share Purchase Agreement.

“Form F-3” means Form F-3 promulgated by the Commission under the Securities Act or any successor form or substantially similar form then in effect.

“Form S-3” means Form S-3 promulgated by the Commission under the Securities Act or any successor form or substantially similar form then in effect.

“Governmental Authority” means any government of any nation, federation, province or state or any other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the PRC or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, any relevant stock exchange, and any self-regulatory organization.

“Governmental Order” means any applicable order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, ordinance, consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any Governmental Authority.

“Group” means the Company, each of the entities set out in Schedule 2 and their respective Subsidiaries, branch offices and representative offices from time to time, and a “Group Company” means any of them.

“Holders” means the holders of Registrable Securities who are parties to this Agreement from time to time, and their permitted transferees that become parties to this Agreement from time to time.

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC.
“Initiating Holders” means, with respect to a request duly made under Section 7.1 or Section 7.2 to Register any Registrable Securities, the Holders initiating such request.

“Investor Exit Event” means any sale or Transfer of Equity Securities by an Investor which would result in such Investor no longer holding any Equity Securities in the Company, except as referred to and excluded under Section 5.9(c).

“IPO” means a firm underwritten registered public offering by the Listing Vehicle of its Equity Securities (or depositary receipts or depositary shares therefor) pursuant to a Registration Statement that is filed with and declared effective by either the Commission under the Securities Act, or another Governmental Authority or stock exchange for a public offering in a jurisdiction other than the United States.

“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 formally issued written interpretation or administration of any of the foregoing by, any Governmental Authority, in each case as amended, and any and all applicable Governmental Orders.

“Lender” has the meaning ascribed to such term in the Management Loan Documents.

“Listing Vehicle” means (a) the Company or (b) another entity (i) that directly or indirectly holds all or substantially all of the assets and business of the Group and (ii) the shares of which are or are intended to be listed on a stock exchange and are, or immediately prior to the completion of such listing be, held directly by the Shareholders (together with their respective Affiliates) in the same proportions as held directly by the Shareholders (together with their respective Affiliates), in the Company as of immediately before the completion of such listing.

“Management Loan Agreement” means the loan agreement dated March 1, 2021 entered into between the Management and the Investors for the purposes of financing the purchase of the Management Shares under the Management Share Purchase Agreement.

“Management Loan Documents” means the Management Loan Agreement and the Management Share Pledges.

“Management Share Pledges” means the deeds of share mortgage to be entered into by the Management in favour of the Investors as security for the Management Loans.

“Management Share Purchase Agreement” has the meaning ascribed to such term in the Share Purchase Agreement.

“Memorandum and Articles” means the memorandum of association and the articles of association of the Company, as amended from time to time.
“New Securities” means any Equity Securities of the Company other than (i) Equity Securities (or options or warrants therefor) issued to employees, officers or directors of the Company pursuant to the ESOP or other share incentive plans of the Company duly proposed and approved in accordance with the terms and conditions of this Agreement and the Memorandum and Articles; (ii) any Equity Securities issued in connection with any share split, share dividend or other similar event duly approved in accordance with the terms and conditions of this Agreement and the Memorandum and Articles; (iii) any Equity Securities issued upon the exercise, conversion or exchange of any outstanding Equity Security pursuant to the terms thereof; (iv) any Equity Securities issued to any Strategic Investors approved by the Board, (v) any Equity Securities issued pursuant to the bona fide acquisition of another corporation or entity by the Company by consolidation, merger, purchase of assets, or other reorganization in which the Company acquires, in a single transaction or series of related transactions, all or substantially all assets of such corporation or entity, or 50 per cent. or more of the equity ownership or voting power of such other corporation or entity, in any case as duly approved by the Board in accordance with this Agreement and the Memorandum and Articles, (vi) any Equity Securities issued pursuant to a bona fide IPO duly approved in accordance with the terms and conditions of this Agreement and the Memorandum and Articles, (vii) any Series A-2 Preferred Shares issued or issuable to the Series A-2 Noteholder upon the conversion of the Series A-2 Note and (viii) any Alternative Equity Instruments or Equity Securities issued by the Company to Didi pursuant to any Alternative Transfer Transaction.

“Ordinary Shares” means the ordinary shares of par value US$0.00001 each in the authorized capital of the Company, with the rights, privileges and restrictions as set forth in this Agreement and the Memorandum and Articles.

“Parent Entity” means, with respect to any Shareholder, any Person who directly or indirectly beneficially owns any Equity Securities of such Shareholder if the Shares held by such Shareholder constitute material assets of such Person.

“Permitted Transferee” means, with respect to a Shareholder, any other Person which is (i) an Affiliate of such Shareholder (and, for so long as such Affiliate holds any Shares of the Company, it must remain an Affiliate of such Shareholder), to the extent that written documents evidencing that the transferee is indeed an Affiliate of such Shareholder are provided to the Company’s reasonable satisfaction, (ii) if such Shareholder is a natural person, a Relative of such Shareholder or a Relative of such Shareholder or (iii) if such Shareholder is the Management, any Person who is an eligible participant under the rules governing the employee incentive schemes adopted by Xiaoju or the Company from time to time.

“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 which, solely for the purposes of this Agreement and the other Transaction Documents, excludes Hong Kong, the Macau Special Administrative Region and the islands of Taiwan.
“Pre-Closing Shareholder Advances” has the meaning ascribed to such term in the Share Purchase Agreement.

“Preferred Shares” means Series A-1 Preferred Shares, Series A-2 Preferred Shares and any other series of preferred shares duly issued or to be issued by the Company from time to time.

“Preferred Majority Holders” means the holders of more than 50 per cent. of the outstanding Preferred Shares, on an as-converted basis and voting as a single class, including for such purposes any Preferred Shares acquired by Didi and its Affiliates from any Investor (including for such purposes any Management Shares upon the occurrence of an Enforcement Event) but excluding (a) Preferred Shares held by Didi and its Affiliates pursuant to any conversion of outstanding principal amounts of the Series A-2 Note and (b) all Shares held by the Management and their respective Affiliates from time to time (including the Management Shares).

“Purchase Price” has the meaning ascribed to such term in the Share Purchase Agreement.

“Qualified IPO” means the closing of an IPO which (i) results in the Equity Securities of the Listing Vehicle being listed on the Nasdaq Global Market System, the New York Stock Exchange, the Hong Kong Stock Exchange or any other internationally recognized stock exchange or quotation system approved by at least one Investor Director and (ii) which is effected at an offering price per share of at least two times the Series A-1 Deemed Issue Price.

“Registrable Securities” means (i) the Ordinary Shares issued or issuable, upon conversion of the Preferred Shares, (ii) any Ordinary Shares issued or issuable as a dividend or other distribution with respect to, in exchange for, or in replacement of, the Shares referenced in (i) herein, and (iii) any Ordinary Shares owned or hereafter acquired by Didi or the Investors; excluding in all cases, however, any of the foregoing sold by a Person in a transaction other than an assignment pursuant to Section 15.2. For purposes of this Agreement, Registrable Securities shall cease to be Registrable Securities when such Registrable Securities have been disposed of pursuant to an effective Registration Statement.

“Registration” means a registration or similar securities offering process effected by preparing and filing a Registration Statement and the declaration or ordering of the effectiveness of that Registration Statement in accordance with applicable Law; and the terms “Register” and “Registered” have meanings concomitant with the foregoing.

“Registration Statement” means a registration statement prepared on Form F-1, F-3, S1, or S-3 under the Securities Act, or any comparable document in connection with a public securities offering in a jurisdiction other than the United States.

“Related Party” means any Affiliate, officer, director, supervisory board member, or holder of Equity Securities of any Group Company, or any Affiliate of any of the foregoing.

“Relative” of a natural person means any parent, spouse, sibling or children of such person.
“Restructuring Plan” has the meaning ascribed to such term in the Share Purchase Agreement.

“Securities Act” means the United States Securities Act of 1933 and the rules or regulations promulgated thereunder, as amended and interpreted from time to time.

“Series A-1 Original Investment Amount” means, with respect to an Investor, (i) the sum of the Purchase Price paid by such Investor pursuant to the Share Purchase Agreement and (ii) the principal amount of the Management Loans made by such Investor to the Management pursuant to the Management Loan Documents or the amount of its Alternative Loan Investment, as applicable.

“Series A-1 Deemed Issue Price” means, with respect to each Investor, the adjusted issue price per Series A-1 Preferred Share of US$11.5842 per Series A-1 Preferred Share, determined by dividing the Series A-1 Original Investment Amount by the number of Subscription Shares purchased by such Investor pursuant to the Share Purchase Agreement.

“Series A-1 Preferred Shares” means the Series A-1 preference shares of par value US$0.00001 each in the capital of the Company, with the rights and privileges as set forth in this Agreement and the Memorandum and Articles.

“Series A-2 Note” means the US$3,000,000,000 zero coupon convertible note due 2028 issued by the Company to the Series A-2 Noteholder pursuant to the Series A-2 Note Purchase Agreement.


“Series A-2 Noteholder” means the holder of the Series A-2 Note as designated by Didi pursuant to the Series A-2 Note Purchase Agreement, being either Didi or its Affiliates.

“Series A-2 Note Purchase Agreement” means the convertible note purchase agreement dated March 1, 2021 entered into by and among the Company, other Group Companies named therein and Didi for the issuance of the Series A-2 Note.

“Series A-2 Original Issue Price” means (a) with respect to the Management Shares, US$10.00 per Series A-2 Preferred Share paid by the Management pursuant to the Management Share Purchase Agreement and (b) with respect to the Series A-2 Preferred Shares issued to the Series A-2 Noteholder pursuant to any conversion of principal amounts of the Series A-2 Notes, the applicable Conversion Price at which such Series A-2 Preferred Share was issued.

“Series A-2 Preferred Shares” means the Series A-2 preference shares of par value US$0.00001 each in the capital of the Company, with the rights and privileges as set forth in this Agreement and the Memorandum and Articles.

“Share Sale” means a transaction or series of related transactions (including any consolidation, amalgamation, scheme of arrangement or merger of any Group Company with or into any other Person or other corporate reorganization) in which a Person, or a group of related Persons, acquires any Equity Securities of any Group Company such that, immediately after such transaction or series of related transactions, such Person or group of related Persons holds Equity Securities of such Group Company representing at least 50 per cent. of the outstanding voting power of such Group Company.

“Shareholders” means the members of the Company set forth in the Company’s register of members from time to time.

“Shares” means the Preferred Shares and the Ordinary Shares.

“Strategic Investors” means investors which are engaged (whether directly or through their respective Affiliates) in business activities which are directly related or which have synergistic benefits or strategic value in the context of the Business (including corporate entities which are engaged in electronic commerce, warehousing, transportation and logistics or have substantial resources in the form of user traffic, supply chain or physical outlets), which are not principally engaged in financial investment activities, and which have entered into binding strategic business or joint venture cooperation agreements with the Company or any Group Company in connection with the Business.

“Subscription Shares” has the meaning ascribed to such term in the Share Purchase Agreement.

“Subsidiary” means, with respect to any given Person, any other Person that is Controlled directly or indirectly by such given Person.

“Transaction Documents” means, with respect to each Investor, this Agreement, the Share Purchase Agreement, the Memorandum and Articles, the Management Loan Documents and the Director Indemnification Agreements to which it is a party and each of the other agreements and documents agreed between parties to be designated as such.

“Transfer” means, with respect to any Equity Securities, to sell, assign, transfer, pledge, hypothecate, mortgage, encumber or otherwise dispose, directly or indirectly, through one or a series of transactions, all or any portion of such Equity Securities or economic interests therein (including without limitation by means of any participation or swap transaction) to any Person, which shall be deemed to include a Change of Control of any Shareholder and any Transfer, issuance or disposition of Equity Securities of (i) any Shareholder or (ii) any Parent Entity of such Shareholder; provided that the following shall not constitute a Transfer: (A) if the Equity Securities of a Shareholder or a Parent Entity of such Shareholder are listed on any stock exchange, any issuance or disposition of Equity Securities of such listed company and (B) the listing on any stock exchange of Equity Securities of a Shareholder or a Parent Entity of such Shareholder.

“US” or “United States” means the United States of America.
### Terms Defined Elsewhere in this Agreement

The following terms have the meanings set forth in the Sections set forth below:

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Section 1.3 Interpretation. In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

(a) Directly or Indirectly. The phrase “directly or indirectly” means directly, or indirectly through one or more intermediate Persons or through contractual or other arrangements, and “direct or indirect” has the correlative meaning.

(b) Gender and Number. Unless the context otherwise requires, all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders, and words importing the singular include the plural and vice versa.

(c) Headings. Headings are included for convenience only and shall not affect the construction of any provision of this Agreement.

(d) Recitals. The recitals to this Agreement are incorporated by reference herein and form an integrated part hereof.

(e) Include not Limiting. “Include”, “including”, “are inclusive of” and similar expressions are not expressions of limitation and shall be construed as if followed by the words “without limitation”.

(f) References to Documents. References to this Agreement include the Schedules and Exhibits, which form an integral part hereof. A reference to any Section, Schedule or Exhibit is, unless otherwise specified, to such Section of, or Schedule or Exhibit to this Agreement. The words “hereof”, “hereunder” and “hereto”, and words of like import, unless the context requires otherwise, refer to this Agreement as a whole and not to any particular Section hereof or Schedule or Exhibit hereto. A reference to any document (including this Agreement) is, unless otherwise specified, to that document as amended, restated, consolidated, supplemented, novated or replaced from time to time.

(g) Writing. References to writing and written include any mode of reproducing words in a legible and non-transitory form including emails and faxes.

(h) Share Calculations. In calculations of share numbers, (i) references to a “fully-diluted basis” mean that the calculation is to be made assuming that all Equity Securities reserved for issuance under the ESOP, 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 issued, converted, exercised or exchanged, and (ii) references to an “as-converted basis” mean that the calculation is to be made assuming that all Preferred Shares in issue have been converted into Ordinary Shares and, in each case, does not include any Shares issuable but not then-issued pursuant to the conversion of then-outstanding principal amounts of the Series A-2 Note unless expressly stated otherwise. Any reference to a number or price of Ordinary Shares shall be appropriately adjusted to reflect any bonus share issue, share subdivision, share combination, share split, recapitalization, reclassification or similar event affecting the Equity Securities of the Company from time to time after the date of this Agreement.
(i) **Currency.** References to sums of money are expressed in the lawful currency of the United States of America, as the case may be, with "US$, “USD” and “$” referring to U.S. dollars.

**ARTICLE II. INFORMATION AND INSPECTION RIGHTS**

Section 2.1 **Information Rights.** The Company covenants and agrees that, commencing on the date of this Agreement, the Company will deliver to each Shareholder holding at least four per cent. of the then-issued Shares of the Company (calculated on a fully-diluted, as-converted basis and assuming for such purposes the conversion in full of the Series A-2 Note at the then-applicable Conversion Price) the following:

(a) within 90 days after the end of each fiscal year, audited annual consolidated financial statements of the Group Companies and the accompanying notes thereto, prepared in accordance with the Accounting Standards and audited by a “Big Four” accounting firm approved by the Board, which shall include a consolidated balance sheet, a consolidated income statement and a consolidated cash flow statement;

(b) within 45 days after the end of each quarter of each fiscal year, unaudited quarterly consolidated financial statements of the Group Companies, prepared in accordance with the Accounting Standards, which shall include a consolidated balance sheet, a consolidated income statement, a consolidated cash flow statement; and within 60 days after the end of each fiscal year, a consolidated annual budget and business plan of the Group Companies for the following fiscal year, which shall be prepared and provided to the Board no later than 30 days prior to the end of each fiscal year.

Section 2.2 **Inspection Rights.** Subject to Section 15.15, the Company further covenants and agrees that, commencing on the date of this Agreement, each Shareholder holding at least 10 per cent. of the then-issued Shares of the Company (calculated on a fully-diluted, as-converted basis and assuming for such purposes the conversion in full of the Series A-2 Note at the then-applicable Conversion Price) shall be entitled to reasonable access, at its sole expense, to the Company’s senior management, books of account and records and to inspect, at its sole expense, the properties and facilities of any Group Company during regular working hours following reasonable prior written notice to the Company, and only in a manner so as not to interfere with the normal business operations of such Group Company; provided that the Company shall not be obligated under this Section 2.2 to provide any Shareholder access to any information which it reasonably considers in good faith (a) to be a trade secret or similar proprietary, confidential or sensitive information or (b) would adversely affect the attorney-client privilege between the Company or any other Group Company and its counsel.
ARTICLE III.
GOVERNANCE AND BOARD REPRESENTATION

Section 3.1 Board of Directors.

(a) The Memorandum and Articles shall provide that the Company’s Board of Directors shall comprise up to seven Directors which number shall not be changed except pursuant to an amendment to the Memorandum and Articles. The initial composition of the Board shall comprise six Directors as follows: (i) Didi shall be entitled to nominate three Directors to the Board upon the Closing (the “Ordinary Directors”), (ii) each of CC Sincere Investment Limited and Super Ten Investments Limited (together, the “Lead Investors” and each a “Lead Investor”) shall, for such time as each holds at least 70 per cent. of the Series A1 Preferred Shares acquired at the Closing (each such interest, a “Qualifying Equity Interest”), be entitled to nominate a Director to the Board (together, the “Investor Directors” and each an “Investor Director”), provided that each such Investor Director shall be a senior officer of the nominating Lead Investor or such other Person reasonably acceptable to the Board, and (iii) one Director shall be an independent Director to be jointly nominated by one Ordinary Director and one Investor Director. The remaining Board seat shall remain vacant for such time until the condition set out in Section 3.1(b) is satisfied.

(b) Upon Didi exercising its conversion rights under the Series A-2 Note and acquiring more than 50 per cent. of the fully-diluted, as-converted voting rights of the Company, Didi shall be entitled to appoint one Director to the vacant Board seat.

(c) Each Shareholder agrees to vote, or cause to be voted, all Shares owned by such Shareholder or over which it has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that (i) the Board shall be constituted as set out in Section 3.1(a), and (ii) no Director elected pursuant to Section 3.1(a) may be removed from office other than for cause unless (A) such removal is directed or approved by the Shareholder(s) entitled to nominate such Director hereunder or (B) the Shareholder(s) originally entitled to designate or approve such Director or occupy such Board seat pursuant to Section 3.1(a) is no longer entitled to do so. If any of the Lead Investors loses its entitlement to nominate an Investor Director as a result of any failure to maintain its Qualifying Equity Interest as set out in Section 3.1(a), such Lead Investor will cause its nominated Investor Director to resign from the Board, failing which the Shareholders shall take action to remove such Investor Director within 10 Business Days of the applicable Lead Investor having ceased to hold a Qualifying Equity Interest. Any vacancy on the board arising from the resignation or removal of an Investor Director may be filled by a Director nominated by the Preferred Majority Holders.

(d) The quorum for meetings of the Board shall consist of at least half of the number of appointed Directors and shall include at least one Ordinary Director and one Investor Director. A quorum must be present at all meetings of the Board (which may be held in person or by telephone, videoconference or otherwise), including at the time any action is taken by the Board, to conduct business or in order for any action taken at such meeting to be valid. If a quorum shall not be present at any meeting of the Board, the Directors present thereat may adjourn the meeting to the fifth Business Day thereafter or such other date as approved by all the Directors, and at such adjourned meeting, no quorum requirement shall apply.
Except as set forth in Section 3.2, any action by the Board shall be approved by a majority of the Directors present at a duly called meeting at which a quorum is present.

(f) Board meetings shall be held at least once every six months in each fiscal year.

Section 3.2 Board Majority Matters. Other than in respect of the Shareholder Preferred Majority Matters and the Board Preferred Majority Matters, the Board shall have general decision-making authority over the Group Companies and to generally review and approve any matter with respect to the Group Companies brought before it, which shall include all matters that are material to the business, operations, financial condition, capitalization, assets, liabilities, prospects and strategy of the Group. Each of the following actions by the Company or the other Group Companies (as applicable) shall be subject to the prior majority approval of the Board (such matters other than those set out in subsections (f) to (j) below, the “Board Majority Matters”):

(a) the approval of, or any deviation from or amendment of, the annual budget or the business plan of the Company;

(b) the appointment and removal of the chief executive officer and the president, and the determination of their respective employee compensation and incentives, other than as provided for under the ESOP;

(c) except as set forth in the approved annual budget or business plan, make any material capital commitment or expenditure in excess of US$25,000,000 in aggregate in any financial year;

(d) enter into or establish any joint venture requiring an equity investment or commitment in excess of US$25,000,000;

(e) the adoption, amendment, variation or termination of any management or employee incentive plan or the revision, amendment or variation of any rules governing such employee incentive plan (excluding for such purposes the ESOP), except that no further approval shall be required in respect of, the adoption, amendment, or variation of the ESOP, the reservation of four per cent. of the share capital of the Company (on a fully-diluted, as-converted basis assuming for such purposes the conversion of all outstanding principal amounts of the Series A-2 Note) for issuance under the ESOP and the issuance of any grants thereunder;

(f) any transactions between a Group Company and a Related Party other than on arm’s length terms which, individually or in the aggregate, would exceed US$1,000,000 in any financial year, excluding (i) the transactions contemplated pursuant to the Series A-2 Note Documents, the Management Share Purchase Agreement and any ancillary agreements thereunder, (ii) the grant of any incentive awards pursuant to the ESOP or other employee incentive plans, (iii) any intragroup transactions as between the Group Companies, (iv) such transactions that are approved as part of the annual budget and business plan for any financial year or otherwise approved pursuant to and in accordance with the Commercial Framework Agreement and (v) any arrangements between the Company and Didi pursuant to Didi’s exercise of its Alternative Repurchase Rights, including any Alternative Transfer Transactions or the issuance of any Alternative Equity Instruments in connection therewith;
(g) the appointment or removal of the independent auditors of the Group or any material changes to the Group’s accounting policies;
(h) the commencement of an IPO that is not a Qualified IPO;
(i) the designation of any entity or its Affiliates as a Company Competitor or, if proposed by Didi, a Didi Competitor; or
(j) the sale or disposal of any material assets of the Company or other Group Companies whether in a single transaction or a series of transactions for consideration in excess of US$25,000,000 in aggregate,

and, in each case, the matters set out in subsections (f) to (j) shall be subject further to, for such time as either Lead Investor holds a Qualifying Equity Interest, the prior approval or affirmative vote of at least one Investor Director (such matters, the “Board Preferred Majority Matters”).

Section 3.3 Excluded Transactions. The Board consent and approval requirements set out in Section 3.2 shall not apply to any of the transactions contemplated under the Transaction Documents, the Management Share Purchase Agreement, the Series A-2 Note Documents, the Commercial Framework Agreement and the Restructuring Plan (including for such purposes the effecting of the Capital Increase and the repayment of the Existing Shareholder Loans and the Pre-Closing Shareholder Advances in accordance with and as contemplated under the Share Purchase Agreement) and any transaction conducted in compliance with, and as permitted under, this Agreement.

Section 3.4 Director Liability; D&O Insurance.

(a) The Memorandum and Articles shall at all times provide for customary indemnification of the members of the Board.

(b) The Company or (if so elected by Didi) Didi shall maintain directors’ and officers’ insurance in an amount determined in good faith by the Board to be appropriate, on behalf of any Person who after the date of this Agreement serves as a Director or officer of the Company, against any liability asserted against such Person and incurred by such Person in any such capacity.

ARTICLE IV.
RIGHT OF PARTICIPATION

Section 4.1 General. The Company hereby grants to Didi and each of the Lead Investors (each, a “Participation Rights Holder”) the right of first refusal to purchase such Participation Rights Holder’s Pro Rata Allocation (as defined hereafter) to all or any part of the New Securities that the Company may from time to time issue after the date of this Agreement (such rights, the “Participation Rights”). Notwithstanding anything to the contrary hereunder, the Participation Rights under this Article IV can only be exercised by a Participation Rights Holder to the extent of its Pro Rata Allocation set out herein and in a manner in compliance with all applicable Laws.
Section 4.2 Pro Rata Allocation. A Participation Rights Holder’s “Pro Rata Allocation” for the purposes of the Participation Rights under this Article IV is the ratio of (a) the number of Equity Securities of the Company (calculated on a fully diluted, as-converted basis and assuming for such purposes the conversion in full of all outstanding principal amounts under the Series A-2 Note at the then-applicable Conversion Price) held by such Participation Rights Holder, to (b) the total number of Equity Securities of the Company (calculated on a fully diluted, as-converted basis and assuming for such purposes the conversion in full of all outstanding principal amounts under the Series A-2 Note at the then-applicable Conversion Price), immediately prior to the issuance of the New Securities that gives rise to the Participation Rights, provided that Didi shall, in addition to its Pro Rata Allocation, be entitled to subscribe for all remaining New Securities that are being offered by the Company and which are not subject to the Participation Rights of any other Participation Rights Holder and such remaining New Securities shall be deemed to be part of the Pro Rata Allocation of Didi.

Section 4.3 Procedures.

(a) First Participation Notice. In the event that the Company proposes to undertake an issuance of New Securities, it shall give to each Participation Rights Holder written notice of its intention to issue New Securities (the “First 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. All Participation Rights Holders shall have the right, but not the obligation, within 15 Business Days from receipt of the First Participation Notice (the “First Participation Period”), to elect to purchase such Participation Rights Holder’s Pro Rata Allocation of the New Securities described in such First Participation Notice on the terms and conditions specified in the First Participation Notice, by delivering to the Company a written notice (the “First Participation Exercise Notice”) setting forth the number of New Securities which such Participation Rights Holder elects to purchase (which shall not exceed its Pro Rata Allocation), and such written notice shall be binding and irrevocable. If any Participation Rights Holder fails to exercise in full its Participation Rights to subscribe for New Securities in accordance with this Section 4.3(a), then such Participation Rights Holder shall be deemed to have irrevocably waived its Participation Rights with respect to the portion of such New Securities that it did not elect to purchase, but shall not be deemed to forfeit any right with respect to any issuance of other New Securities. Didi shall be entitled to designate third party purchasers to purchase all or any part of the New Securities comprised in its Pro Rata Allocation and shall notify the Company of any such assignment of its Participation Rights.

(b) Second Participation Notice; Oversubscription. If any Participation Rights Holder fails or declines to exercise its Participation Rights in full in accordance with Section 4.3(a) above, the Company shall, promptly following the expiration of the First Participation Period, deliver a written notice (the “Second Participation Notice”) to Didi, setting forth the aggregate number of the remaining New Securities for purchase (the “Remaining New Securities”). Didi shall have the right, but not the obligation, within 15 Business Days from the date of the Second Participation Notice to elect to purchase any or all of the Remaining New Securities or to designate any other Persons (each, a “Allocation Right Holder”) to purchase such Remaining New Securities, at the price and upon the terms and conditions specified in the First Participation Notice, by delivering to the Company a written notice setting forth the number (the “Additional Number”) of Remaining New Securities which Didi and such Allocation Right Holders desire to purchase, which written notice shall be binding and irrevocable. If Didi or any Allocation Right Holder fails to elect to purchase all of its Additional Number of the Remaining New Securities, then it shall be deemed to have irrevocably waived its rights with respect to such portion of the Remaining New Securities that it did not elect to purchase.
Section 4.4 Failure to Exercise. In the event that all or any part of the New Securities offered by the Company for issuance are not taken up by the Participation Rights Holders or the Allocation Right Holders in accordance with Section 4.3, then upon expiration of all the then-applicable prescribed time periods set out in Section 4.3, the Company shall have 90 days thereafter to sell to any Person (subject to Section 6.2), such unsubscribed New Securities at the same or higher price and upon non-price terms not more favorable to the purchaser(s) thereof than specified in the First Participation Notice; provided that such purchaser(s) shall execute and deliver to the Company a deed of adherence in the form attached hereto as Exhibit 1 (the “Deed of Adherence”). In the event that the Company has not issued and sold such New Securities within such 90-day period, then the Company shall not thereafter issue or sell any New Securities without again first offering such New Securities to the Participation Rights Holders pursuant to this Article IV.

Section 4.5 Subscription Arrangements. Didi shall be entitled by written notification to the Company concurrently with or under the First Participation Exercise Notice, to elect to subscribe for all or any part of its Pro Rata Allocation of New Securities under this Article IV by way of purchasing convertible notes to be issued by the Company for an aggregate principal amount equivalent to the purchase consideration to be paid by Didi in respect of such New Securities to be subscribed for by it. Such convertible notes shall be on terms and conditions not more favorable than those set out in the Series A-2 Note Documents, except that (i) the Equity Securities that such convertible notes shall convert into shall be the New Securities, (ii) the conversion price at which principal amounts outstanding of such notes shall convert into the New Securities shall be equivalent to the subscription price per New Security paid by the other Participation Rights Holders hereunder and (iii) the maturity date of such convertible notes shall be no earlier than the maturity date of the Series A-2 Note.

ARTICLE V. TRANSFER RESTRICTIONS

Section 5.1 Prohibited Transfers.

(a) Except as permitted under the terms of this Agreement, from the date of the Closing until the earlier of (i) the third anniversary of the Closing and (ii) the IPO (the “Lock-up Period”), and unless pursuant to an Exempt Transfer or otherwise with the prior written consent of Didi and the Preferred Majority Holders, none of Didi, the Management, the Investors or any of their respective Affiliates shall, directly or indirectly, Transfer any Equity Securities of the Company held by it to any Person. Upon the consummation of the IPO and without prejudice to any applicable Laws, such Equity Securities shall be subject to customary lock-up periods commencing on the date of the final prospectus to the date specified by the Company and the managing underwriter (and in any event not exceeding 180 days after the closing of the IPO or such other period prescribed under applicable Laws and the listing regulations of the applicable recognized securities exchange).
(b) None of the Shareholders shall, without the prior written consent of the Company, directly or indirectly, Transfer any Equity Securities of the Company now or hereafter held by it to any Company Competitor.

(c) None of the Shareholders shall, without the prior written consent of Didi, directly or indirectly, Transfer any Equity Securities of the Company now or hereafter held by it to any Didi Competitor.

(d) The Company shall cause each employee of the Group Companies that holds or acquires Equity Securities of the Company pursuant to any employee incentive schemes adopted by the Company to undertake in writing not to Transfer any such Equity Securities now or hereafter held by him/her to any Person (other than a Permitted Transferee) without the approval of the administrator of such scheme appointed and approved by the Board, or in the event any such Person is a Didi Competitor, the prior written consent of Didi.

(e) No Investor shall be permitted to Transfer any principal amounts outstanding of the Management Loans.

(f) Any attempt by any Person to Transfer Equity Securities of the Company in violation of this Article V shall be null and void and the Company hereby agrees that it will not effect such a Transfer nor will it register any alleged transferee in the register of members or otherwise treat any alleged transferee as the holder of such Equity Securities of the Company. For the avoidance of doubt, the proposed transferees of such Equity Securities not Transferred in compliance with this Agreement shall not be entitled to, directly or indirectly, any right as a Shareholder, including the right to nominate any Director.

(g) Each party hereto agrees that it shall not avoid the Transfer restrictions set forth in this Article V by selling, transferring or otherwise disposing of its interest in any Person(s) through which it indirectly holds Equity Securities (excluding Transfers to its Permitted Transferees) or issuing any Equity Securities in such Person (unless such Person would be a Permitted Transferee after such sale, transfer, disposition or issuance).

Section 5.2 Exempt Transfers. Notwithstanding anything to the contrary contained herein and unless expressly provided herein, the Transfer restrictions set out in this Article V shall not apply to the following (each, an “Exempt Transfer”):

(a) any indirect Transfer of Equity Securities of the Company held by Didi or its Affiliates relating to or as a result of any changes in the shareholding structure or ownership of Didi;

(b) any Transfer of Equity Securities of the Company to the Company pursuant to a repurchase right held by the Company in connection with any termination of an employment relationship by a Shareholder who is an employee of a Group Company;

(c) after the expiry of the Lock-up Period, any Transfer by the Management of Equity Securities limited to an aggregate of one per cent. of the fully-diluted, as-converted share capital of the Company provided that the proceeds of such Transfer shall be applied in accordance with the terms of the Management Loan Documents;

(d) any indirect Transfer of Equity Securities of the Company held by the Management as a result of any changes in the shareholding structure or ownership of the Management, subject to such Transfer being effected only in accordance with the rules governing the employee incentive schemes adopted by Didi or the Company from time to time and applicable to the Management;

(e) any Transfer of Equity Securities of the Company effected pursuant to and in compliance with Section 5.4 to Section 5.9 or Section 5.11;

(f) any Transfer of Management Shares to the applicable Investors upon the occurrence of an Enforcement Event;

(g) any Transfer of Equity Securities of the Company by a Shareholder to its Permitted Transferee; provided that (A) any such Permitted Transferee of a Shareholder shall agree in writing to be bound by this Agreement in place of the relevant Shareholder pursuant to a Deed of Adherence executed by the Transferring Shareholder, and (B) such Transfer of Equity Securities is effected in compliance with all applicable Laws; provided further, that in the event such Permitted Transferee ceases to be a Permitted Transferee, any Equity Securities of the Company held by such Permitted Transferee shall be Transferred back to the relevant Shareholder or another Permitted Transferee of such Shareholder immediately.

Section 5.3 Legend.

(a) Each certificate representing the Shares of the Company shall be endorsed with the following legend:

“The sale, pledge, hypothecation or transfer of the Securities represented by this certificate is subject to certain restrictions on transfer set forth in the Shareholders Agreement and the Memorandum and Articles of the Company, as amended, a copy of which may be obtained upon written request to the Secretary of the Company.”

(b) Each party hereto agrees that the Company may instruct its transfer agent to impose Transfer restrictions on the Equity Securities of the Company represented by certificates bearing the legend referred to in Section 5.3(a) to enforce the provisions of this Agreement. Such legend on any share certificate shall be removed upon termination of the provisions of this Article V at the written request of the Shareholder holding such share certificate.
Section 5.4  Right of First Refusal.

(a)  Transfer of Equity Securities; Notice of Sale. Subject to Section 5.1 and Section 5.2 of this Agreement, if any Shareholder(s) other than Didi (each, a “Selling Shareholder”) proposes to Transfer any Equity Securities of the Company (a “Proposed Transfer”) to any Person, then such Selling Shareholder(s) shall promptly give written notice (the “Transfer Notice”) to the Company and Didi in each case prior to such Proposed Transfer. The Transfer Notice shall describe in reasonable detail all material terms and conditions related to the Proposed Transfer including, without limitation, (i) the type and number of Equity Securities of the Company, if any (the “Offered Securities”), (ii) the consideration to be paid and a breakdown of the consideration payable in respect of the Offered Securities (including for such purposes on an as-converted basis), and (iii) the name and address of the prospective transferee(s) (the “Prospective Transferee(s)”) (including the identity of the ultimate Controlling beneficial owners of each Prospective Transferee). The Transfer Notice shall certify that the Selling Shareholder(s) has received a firm offer from the Prospective Transferee(s) and in good faith believes a binding agreement for the Proposed Transfer is obtainable on the terms set forth in the Transfer Notice. The Transfer Notice shall also include a copy of any written proposal, term sheet or letter of intent or other agreement relating to the Proposed Transfer. The Transfer Notice shall constitute an irrevocable offer by the Selling Shareholder(s) to sell the Offered Securities to Didi or its designated Affiliate on the same terms and conditions as the Proposed Transfer.

(b)  Right of First Refusal of Didi. Didi shall have the right, but not the obligation, to purchase all or part of the Offered Securities at the same price and subject to the same terms and conditions as set forth in the Transfer Notice (the “ROFR Terms”), exercisable by delivering a written notice to the Selling Shareholder(s) and the Company, in each case within 15 Business Days after receipt of a Transfer Notice (the “ROFR Exercise Period”), which written notice shall specify the number of the Offered Securities that Didi elects to purchase and shall be binding and irrevocable. Didi may elect to designate an Affiliate(s) or any other Person to purchase the Offered Securities pursuant to any exercise of its rights under this Section 5.4(b).

(c)  Co-Sale Rights. Concurrently with the provision of the Transfer Notice:

   (i)  where the Selling Shareholder(s) is an Investor, such Selling Shareholder(s) shall provide the Management Co-Sale Notice to the Management in accordance with and as contemplated under Section 5.5 and the Management shall be entitled to exercise the Management Co-Sale Rights as set out therein;

   (ii) and where the Selling Shareholder is the Management, Management shall provide the Investor Co-Sale Notice to the Investors in accordance with and as contemplated under Section 5.6 and the Investor shall be entitled to exercise the Investor Co-Sale Rights as set out therein,

   and for the purposes of this Section 5.4, each Investor Co-Sale Right Holder or Management Co-Sale Right Holder (as applicable) exercising its respective co-sale rights to participate in any sale of Offered Securities shall be referred to as the “Exercising Co-Sale Right Holders.”
Closing of ROFR Purchase. If Didi gives the Selling Shareholder(s) notice that it desires to purchase the Offered Securities pursuant to Section 5.4(b) (each, a “ROFR Purchase”), then payment for the Offered Securities to be purchased shall be made by check (if agreeable by the Selling Shareholder(s) and the Exercising Co-Sale Right Holders), or by wire transfer in immediately available funds of the appropriate currency to an account designated by each Selling Shareholder and Exercising Co-Sale Right Holder, against delivery of such Offered Securities to be purchased, at a place agreed to by the Selling Shareholder(s), the Exercising Co-Sale Right Holders and Didi and at the time of the scheduled closing therefor, but if they cannot agree, then at the executive offices of the Company (i) on the 30th Business Day after the Company’s receipt of the Transfer Notice, or, where the closing date specified in the Transfer Notice is later than such day, the specified closing date (such period, the “Sale Period”) or (ii) if the value of the purchase price for the Offered Securities has not yet been established pursuant to Section 5.4(e), the date designated thereunder as the closing date. The Company will update its register of members upon consummation of any such Transfer.

Non-cash Purchase Price. If the purchase price set forth in the Transfer Notice shall be payable in property other than cash, then Didi shall have the right to pay the purchase price in the form of cash equal in amount to the fair market value of such property or in an amount as agreed by Didi and the Selling Shareholder(s). If Didi and the Selling Shareholder(s) cannot agree on the cash equivalent value of such property within the ROFR Exercise Period, the valuation of such property shall be determined by an independent appraiser of recognized standing jointly selected by Didi and the Selling Shareholder(s). The cost of such appraisal shall be shared equally by Didi and the Selling Shareholder(s), and the costs borne by the Selling Shareholder(s) shall be allocated on a pro-rata basis between the Selling Shareholder(s) and the Exercising Co-Sale Right Holders. If the value of such property is not determined within the Sale Period, the closing of the ROFR Purchase shall be held on or prior to the 15th Business Day after such valuation has been determined pursuant to this Section 5.4(e).

Rights of a Selling Shareholder. Upon the consummation of any ROFR Purchase with respect to any Offered Securities, each Selling Shareholder and Exercising Co-Sale Right Holder will have no further rights as a holder of such Offered Securities except the right to receive payment for such Offered Securities in accordance with the terms of this Agreement, and will forthwith cause all certificate(s) evidencing such Offered Securities to be surrendered to the Company for cancellation or transfer to Didi or its designated Affiliate.
Selling Shareholder’s Right to Transfer. If the Selling Shareholder(s) and the Exercising Co-Sale Right Holders on the one hand, and Didi on the other hand, fail to consummate any ROFR Purchase (other than as a result of any failure by such Selling Shareholder(s) and Exercising Co-Sale Right Holder(s) to comply with their respective obligations under this Section 5.4(g), within the Sale Period, or if there are still unpurchased remaining Offered Securities, the Selling Shareholder(s) may, within 60 days after the expiry of the Sale Period, Transfer the Offered Securities or the unpurchased remaining Offered Securities, as applicable, to the Prospective Transferee(s) at a price no less than the price set forth in the Transfer Notice and on terms and conditions no more favorable to the Prospective Transferee(s) than the ROFR Terms; provided that (i) such sale shall be subject to the co-sale rights of Management and the Investors (as applicable) as set out in Section 5.5 and Section 5.6, respectively, (ii) such Prospective Transferee(s) shall execute and deliver to the Company, Didi and the remaining Shareholders documents and other instruments assuming the obligation of the Selling Shareholder(s) and the Exercising Co-Sale Right Holder(s) with respect to the Offered Securities to be purchased by such Prospective Transferee(s), including but not limited to a Deed of Adherence to this Agreement, (iii) if the Prospective Transferee(s) is a Company Competitor, the Company’s prior written consent shall be obtained with respect to any Transfer of such Offered Securities to such Prospective Transferee(s), and (iv) if the Prospective Transferee(s) is a Didi Competitor, Didi’s prior written consent shall be obtained with respect to any Transfer of such Offered Securities to such Prospective Transferee(s). Any Proposed Transfer at a lower price per security or on other terms and conditions which are more favorable than the ROFR Terms, any Proposed Transfer which has not been consummated within 60 days after the expiry of the Sale Period and any subsequent Proposed Transfer of any Equity Securities of the Company by the Selling Shareholder(s), shall again be subject to the right of first refusal of Didi and shall require compliance by the Selling Shareholder(s) with the procedures described in this Section 5.4.

Allocation of Sale Proceeds. If any proposed Transfer under this Section 5.4 constitutes a Share Sale, the terms of the purchase and sale agreement entered into with such third party purchaser shall provide that the aggregate consideration from such Transfer shall be allocated to the Selling Shareholder(s) in accordance with section 2, Exhibit A of the Memorandum and Articles as if (A) such Transfer were a Deemed Liquidation Event, and (B) on the basis the Equity Securities sold by the Selling Shareholder(s) in accordance with the purchase and sale agreement are the only Equity Securities outstanding.

Section 5.5 Management Co-Sale Rights.

(a) Applicability. The rights of Management under this Section 5.5 shall apply to (i) any proposed Transfer by Investors pursuant to Section 5.4 (but will not apply to any Transfer by Investors arising on the exercise of the Investor Co-Sale Rights set out in Section 5.6), or (ii) any proposed Transfer by Didi as set out in Section 5.6. For the purposes of this section, such Transfers shall be referred to as the “Co-Sale Transfers”.

(b) Notice of Management Co-Sale. Concurrently with the delivery of a Transfer Notice in the case of a sale of Offered Securities by any Investor pursuant to Section 5.4, or an Investor Co-Sale Notice in the case of any Founder Sale by Didi pursuant to Section 5.6 (for the purposes of this Section, each referred to as an “Exercise Notice”), the party required to issue such notice under the aforementioned Sections shall deliver a notice (such notice, the “Management Co-Sale Notice”) to the Management. The Management Co-Sale Notice shall include all information provided pursuant to the Exercise Notice and shall additionally specify (i) whether any Investor Exit Event would be triggered as a result of that Co-Sale Transfer and identify the applicable Investor(s) for which an Investor Exit Event would be triggered (each, an “Exiting Investor”), (ii) the number of Equity Securities that the Management would be entitled to sell in the Co-Sale Transfer, determined based on the Management Pro Rata Allocation and (iii) the number of Equity Securities that the Management would be entitled to sell based on the Management Priority Co-Sale Allocation (such rights, the “Management Co-Sale Rights”). The Management shall have 10 Business Days from the date of the Management Co-Sale Notice to exercise its Management Co-Sale Rights in its sole discretion, on the same terms and conditions as specified in the Management Co-Sale Notice and for the same consideration on an as-converted basis by notifying the party issuing the Exercise Notice in writing and indicating the number of Equity Securities that it wishes to sell pursuant to the exercise of its Management Co-Sale Rights (the “Management Co-Sale Exercise Notice”).

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Management Co-Sale Allocation. The number of Equity Securities which the Management shall be entitled to sell pursuant to the exercise of the Management Co-Sale Rights shall be the higher of (i) the Management Pro Rata Allocation and (ii) the Management Priority Co-Sale Allocation. For the purposes of this Section 5.5(c), the “Management Pro Rata Allocation” shall be determined by multiplying (A) the number of Equity Securities to be transferred in the Co-Sale Transfer (as applicable) by (B) a fraction, the numerator of which is the number of Equity Securities (on an as-converted basis) owned by the Management and the denominator of which is the total number of Equity Securities (on an as-converted basis) owned by the Management (on the one hand) and all other parties participating in the Co-Sale Transfer (on the other hand), in each case, as on the date of the Management Co-Sale Notice, and the “Management Priority Co-Sale Allocation” shall be determined as the number of Equity Securities that would be required to be sold by the Management for the purposes of repaying in full all principal and interest owed on the Management Loans of the Exiting Investors (including for such purposes all transaction expenses, Taxes and other related costs as set out in the Management Loan Documents).

(d) Process.

(i) The Management shall deliver a copy of the Management Co-Sale Exercise Notice to each of Didi, the Company and the Investors together with a written notification to each Investor setting out the number of Equity Securities required to be released by each Investor from their respective Management Share Pledges as determined in accordance with the Management Loan Agreement, and each Investor shall release and deliver the applicable share certificates, properly endorsed for transfer to the purchaser or Didi before the closing of the Co-Sale Transfer.

(ii) If the purchaser requires the delivery of Ordinary Shares, the Company shall effect any conversion concurrent with the actual transfer of Shares to the purchaser and contingent on such transfer.

(iii) The share certificate or certificates that are delivered shall be transferred at closing of the Co-Sale Transfer pursuant to the terms and conditions specified in the Exercise Notice and the purchaser shall concurrently remit the sale proceeds to the bank account designated by the Management in accordance with the terms of the Management Loan Documents.
Section 5.6 Investor Co-Sale Rights.

(a) Applicability of Investor Co-Sale Rights. Subject to Section 5.2, the Investor Co-Sale Rights under this Section 5.6 shall apply to any proposed Transfer of Equity Securities by any of the Management or Didi but shall not apply: (i) in the case of Management, to any Transfer by Management on the exercise of the Management Co-Sale Rights set out in Section 5.5 or (ii) in the case of Didi, to the transfer of any outstanding principal amounts of the Series A-2 Note in accordance with Section 6.1(d) hereof.

(b) Notice of Co-Sale. Subject to Section 5.1, Section 5.2 and (in the case of Management) Section 5.4 of this Agreement, if any of the Management or Didi (each, a “Founding Seller”) proposes to Transfer any Equity Securities of the Company or any interest therein to any Person (such Transfer, a “Founder Sale”), then the Founding Seller(s) shall give each Investor (the “Investor Co-Sale Right Holders”) written notice of the Founder Sale (the “Investor Co-Sale Notice”), which shall include (i) a description of the Equity Securities to be transferred (the “Founder Sale Shares”), (ii) the identity and address of the Prospective Transferee, (iii) the consideration and material terms upon which the proposed Transfer is to be made and (iv) the number of Equity Securities in respect of which the Investor Co-Sale Right Holder is entitled to sell. Each Investor Co-Sale Right Holder shall have the right to participate in such sale to the transferee identified in the Investor Co-Sale Notice (such right, the “Investor Co-Sale Rights”) at its election in its sole discretion, on the same terms and conditions as specified in the Investor Co-Sale Notice, and for the same consideration on an as-converted basis, by notifying the Founding Seller within 10 Business Days following the date of the Investor Co-Sale Notice (such electing Investor Co-Sale Right Holder, a “Selling Investor”).

(c) Investor Co-Sale Allocation.

(i) The total number of Equity Securities that a Selling Investor is entitled to sell pursuant to the exercise of its Investor Co-Sale Rights (the “Investor Co-Sale Entitlements”) shall be equal to the product of (A) the Founder Sale Shares, multiplied by (B) a fraction, the numerator of which is the number of Ordinary Shares (including Preferred Shares on an as-converted basis) owned by such Selling Investor on the date of the Investor Co-Sale Notice and the denominator of which is the total number of Ordinary Shares (including Preferred Shares on an as-converted basis) owned by the Founding Seller(s), the Management (where the Management is not also a Founding Seller and has exercised its Management Co-Sale Rights pursuant to Section 5.5) and all Selling Investors on the date of the Investor Co-Sale Notice (such fraction, the “Investor Co-Sale Fraction”), provided that, where the Management is a Founding Seller and the number of Equity Securities that a Selling Investor is entitled to sell in such Founder Sale would trigger an Investor Exit Event, the Management shall be entitled to exercise its Management Priority Right. If the Management exercises its Management Priority Right, the Investor Co-Sale Entitlements shall be determined as equal to the product of (X) the Founder Sale Shares, less such number of the Management Priority Sale Shares determined in accordance with Section 5.6(c)(ii) and (Y) the Investor Co-Sale Fraction, in each case, determined on an as-converted basis.

(ii) Management Priority Right. In any proposed Founder Sale by Management pursuant to this Section 5.6 (whether on a standalone basis or together with Didi), where the exercise by an Investor of its Investor Co-Sale Rights under this Section 5.6 would trigger an Investor Exit Event, the Management shall have a right of sale (such right, the “Management Priority Right”) to sell the Management Shares in priority to any of the Investor Co-Sale Right Holders. The total number of Management Shares that the Management will be entitled to sell pursuant to the exercise of the Management Priority Right under this Section 5.6(c)(ii) (the “Management Priority Sale Shares”) shall be equivalent to such number of Management Shares that it would be required to sell (after, if applicable, deducting the Founder Sale Shares that it would be entitled to sell as a Founding Seller and further taking into consideration all other sale entitlements of any other Founding Seller and Selling Investors that would reduce such number of Founder Sale Shares that it would be entitled to sell) in order to, and only for the purposes of, fully repaying all outstanding principal and interest payments under the Management Loans of Exiting Investors (including for such purposes all transaction expenses, Taxes and other related costs as set out in the Management Loan Agreement). All calculations made under this Section 5.6(c)(ii) shall be determined on an as-converted basis.
(d) **Process.**

(i) Each of the Selling Investors shall effect its participation in the sale by promptly delivering to the Founding Seller(s) for transfer to the purchaser before the applicable closing, one or more share certificates, properly endorsed for such transfer, in respect of the Equity Securities which the Selling Investor has elected to sell. Where the Management is a Founding Seller or has exercised its Management Priority Right, the Management shall deliver to the Investors in writing a notice specifying the number of Management Shares to be released by each Selling Investor from their respective Management Share Pledges in accordance with the Management Loan Documents and each of such Investors shall cause the release and discharge of the applicable number of Management Shares from its Management Share Pledge and deliver the share certificates representing such Equity Securities to the Founding Seller or the Company for transfer to the purchaser before the closing of the Founder Sale.

(ii) If the purchaser requires the delivery of Ordinary Shares, the Company shall effect any conversion concurrent with the actual transfer of Shares to the purchaser and contingent on such transfer.

(iii) The share certificate or certificates that the Selling Investors deliver to the Founding Seller for their own account and on behalf of the Management shall be transferred at closing of the Founder Sale pursuant to the terms and conditions specified in the Investor Co-Sale Notice, and the purchaser shall concurrently remit to each such Selling Investor that portion of the sale proceeds to which such Selling Investor is entitled by reason of its participation in such sale for its own account and shall remit the proceeds of sale attributable to the Management Shares to the bank account designated by the Management in accordance with the Management Loan Documents.

(e) **Allocation of Sale Proceeds.** If any proposed Transfer under this Section 5.6(e) constitutes a Share Sale, the terms of the purchase and sale agreement entered into with such third party purchaser shall provide that the aggregate consideration from such transfer shall be allocated to the selling Shareholders in accordance with section 2, Exhibit A of the Memorandum and Articles as if (A) such Transfer were a Deemed Liquidation Event, and (B) on the basis the Equity Securities sold by the selling Shareholders in accordance with the purchase and sale agreement are the only Equity Securities outstanding.

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Section 5.7  Exchange Rights.

(a)  **Exercise of Exchange Rights.** If a Qualified IPO is not consummated prior to the fifth anniversary of the Closing (an “Exchange Event”), each Investor or the Management may, at any time within one year after the occurrence of the Exchange Event, give written notice (the “Exchange Notice”) to Xiaoju, Didi and the Company exercising its rights (such rights, the “Exchange Rights”) to require the exchange of all or any part of the Series A-1 Preferred Shares or Series A-2 Preferred Shares held by it (as applicable) into shares in the capital of Xiaoju (the “Exchange Shares”) and stating the number of such Preferred Shares to be exchanged, provided that such Investor shall have not breached its non-competing undertakings set forth in Section 13.1 or any of its other obligations hereunder (in such case, a “Qualified Exchanging Holder”). The class of shares that will be issued by Xiaoju as Exchange Shares shall be determined in its discretion and shall be notified to the Qualified Exchanging Holder, provided that the rights, preferences and privileges of any such class of shares shall be at least equivalent to those issued in the financing round immediately preceding the exercise by such Qualified Exchanging Holder of its Exchange Rights.

(b)  **Determination of Exchange Ratio.** Following receipt of the Exchange Notice, Xiaoju shall, on a date to be determined at the discretion of Xiaoju, but in any event within 120 days of the date of the Exchange Notice, issue or cause to be transferred to each Qualified Exchanging Holder which has exercised its Exchange Rights in accordance with Section 5.7(a), the applicable number of Exchange Shares against delivery and receipt of the number of Series A-1 Preferred Shares specified in the applicable Exchange Notice by each Qualified Exchanging Holder at the applicable exchange ratio. The exchange ratio pursuant to which a Qualifying Exchanging Holder shall be entitled to exchange the Preferred Shares the subject of an Exchange Notice (the “Exchange Ratio”) shall be determined with reference to the fair market value of the Exchange Shares and the applicable Preferred Shares as appraised by an independent third party valuation firm mutually agreed upon between the Qualified Exchanging Holders and Xiaoju for such purposes, in each case, as of the date of the applicable Exchange Notice. For the purposes of determining the fair market value of the Exchange Shares and the Preferred Shares the subject of an Exchange Notice: (i) the then fair market value of the Preferred Shares shall be determined with reference to the post-money valuation of the Company in the last series financing round immediately preceding the Qualified Exchanging Holder’s exercise of its Exchange Rights and valuation or revenue multiples for comparable transactions based on gross merchandise value and (ii) the then fair market value of the Exchange Shares shall be determined on the same basis as the Preferred Shares with reference instead to Xiaoju or, if at such time Xiaoju has consummated an IPO, with reference to the blended average trading price of the listed securities of Xiaoju over the 30 trading-day period commencing on the date of issue of the Exchange Notice, based on the closing price of such listed security as at the end of each trading day and on an as-converted to ordinary share basis. Xiaoju shall take all reasonable measures to procure that the definitive transaction documents with respect to the contemplated transactions under the Exchange Rights be duly approved by the shareholders’ meeting and board of Xiaoju.
(c) Rights of Qualified Exchanging Holders. Upon the consummation of the share exchanges referred to in this Section 5.7 and against delivery by Xiaoju of the applicable number of Exchange Shares to exercising Qualified Exchanging Holders, all rights of such exchanging holders with respect to such Preferred Shares shall cease and Xiaoju shall hold such Preferred Shares and shall be registered as the holder of such Preferred Shares in the share register of the Company accordingly and shall assume and be entitled to all the rights of the applicable Qualified Exchanging Holders attributable to such Shares pursuant to this Agreement and the Memorandum and Articles. Each Shareholder shall execute such further instruments and take such further action as may be reasonably necessary to carry out the intent of this Section 5.7.

Section 5.8 Call Option.

(a) Call Option Grant; Exercise Period. Each of the Investors and the Management shall grant Didi an option (the “Call Option”), exercisable at any time during the period commencing on the third anniversary of the Closing and ending on the fifth anniversary of the Closing (both dates inclusive, the “Call Option Period”) to purchase all or any number of the Preferred Shares held by it (as applicable) (the “Call Option Shares”) at the Call Option Price, subject in all cases to the minimum call requirements set out in Section 5.8(c).

(b) Determination of Call Option Price. The exercise price at which Didi shall be entitled to purchase the Call Option Shares (such price, the “Call Option Price”) shall be determined as follows:

(i) with respect to the Series A-1 Preferred Shares, the greater of (i) the price per Series A-1 Preferred Share that would give the applicable Investor a return of eight times its Series A-1 Deemed Issue Price and (ii) the fair market value of such Series A-1 Preferred Share; and

(ii) with respect to the Series A-2 Preferred Shares, the greater of (i) the price per Series A-2 Preferred Share that would give the applicable holder thereof a return of eight times its Series A-2 Original Issue Price and (ii) the fair market value of such Series A-2 Preferred Share,

in each case, based on and with reference to, among other considerations, the post-money valuation of the Company in the series financing round immediately preceding the exercise by Didi of the Call Option, and such valuation or revenue multiples for comparable transactions based on gross merchandise value.

(c) Multiple Exercise. Didi may exercise the Call Option any number of times during the Call Option Period provided that each such exercise shall be for a minimum number of Equity Securities representing 10 per cent. of the then-issued Series A-1 Preferred Shares.
(d) Process.

(i) Didi may exercise the Call Option by delivering written notice (each, a “Call Option Exercise Notice”) to each of the Investors and the Management (the “Called Holders”) setting out (a) the total number of Call Option Shares which Didi proposes to purchase pursuant to the exercise of the Call Option, (b) the number of Preferred Shares to be purchased by Didi from such Called Holders, the applicable Call Option Price and the applicable purchase consideration to be paid to each Called Holder, as adjusted in accordance with Section 5.8(b), and (c) whether any such purchase will trigger an Investor Exit Event and identifying the Exiting Investors.

(ii) Within 10 Business Days of receiving the Call Option Exercise Notice (the “Acceptance Period”), each Called Holder shall provide written notification of its acceptance of or objection to the calculation of the Call Option Price and applicable purchase consideration specified therein, and in the case of any such objection, Didi may elect to either decline to purchase the Call Option Shares of such objecting Investors and to purchase additional Call Option Shares on a pro-rata basis from all accepting Investors, or to appoint an independent third party valuation firm mutually agreed between such objecting Called Holders and Didi, and the costs associated with such appraisal shall be borne by the objecting Called Holders in proportion to the number of Call Option Shares held by an objecting Called Holder to the aggregate number of Call Option Shares held by all such objecting Called Holders. The conclusion of the independent third party firm shall be final, conclusive and binding on all objecting Called Holders and Didi shall purchase the Preferred Shares of such objective Called Holders at the appraised Call Option Price. With respect to Called Holders that have notified Didi in writing of their acceptance of the Call Option Price within the Acceptance Period, Didi shall purchase the Call Option Shares of such accepting Called Holders based on the higher of (a) the Call Option Price stated in the Call Option Exercise Notice and (b) the appraised Call Option Price.

(iii) Didi shall pay the applicable purchase price to each Called Holder in respect of the Call Option Shares the subject of the applicable Call Option Exercise Notice against delivery by such Called Holder of the applicable number of such Call Option Shares by wire transfer in immediately available funds in the relevant purchase currency to the account designated by such Investor for receipt. Closing of the transactions pursuant to any exercise of the Call Option under this Section 5.8 shall take place at the offices of the Company on the 120th day after the date of the Call Option Exercise Notice (or, if an independent appraisal is being undertaken, within 30 days of the appraisal report having been issued) or at such place or on such date as otherwise agreed between the Investors and Didi (as applicable). The Company shall update its register of members upon consummation of any such Transfer.

Section 5.9 Call Option upon a Default Call Event. Upon any breach by any Investor of (i) its representations and warranties as set forth in Section 4.4 (Purchase for Own Account) or Section 4.7 (Ultimate Investors) of the Share Purchase Agreement; (ii) Section 5.1 or (iii) Section 13.1 (such Shareholder, being a Shareholder other than Didi or its Affiliates, a “Defaulting Shareholder” and each such breach, with respect to such Shareholder, a “Default Call Event”), each of the Company and Didi shall have the rights set out in this Section 5.9 to purchase, and require the sale by such Defaulting Shareholder of, the Shares held by such Defaulting Shareholder (the “Default Call Shares”).

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(a) **Company's Call Option.** The Company shall have the right, but not the obligation, exercisable by delivering a written notice (a "Company Option Exercise Notice") to the Defaulting Shareholder with copy to Didi within 10 Business Days after it becomes aware of the occurrence of a Default Call Event (such period, the "Company Option Exercise Period"), to elect to purchase all or part of the Default Call Shares at a price per Default Call Share (the "Default Call Share Price") equal to 90 per cent. of the original issue price at which such Default Call Share was issued by the Company.

(b) **Didi’s Call Option.** To the extent that the Company has not exercised its rights to purchase all of the Default Call Shares pursuant to Section 5.9(a), Didi shall have the right, but not the obligation, exercisable by delivering a written notice (a "Didi Option Exercise Notice") to the Defaulting Shareholder and the Company within 20 Business Days after the expiry of the Company Option Exercise Period (such period, the "Didi Option Exercise Period") pursuant to which it may elect to purchase or designate a third party to purchase, all or part of the remaining Default Call Shares not purchased by the Company at the Default Call Option Price.

(c) **No Investor Exit Event.** Any exercise by the Company or Didi (as applicable) of their respective rights under this Section 5.9 will not trigger an Investor Exit Event, notwithstanding that the purchase of the Default Call Shares would result in such Investor no longer being a Shareholder of the Company.

(d) **Closing.** If the Company delivers a Company Option Exercise Notice pursuant to Section 5.9(a) or Didi delivers a Didi Option Exercise Notice pursuant to Section 5.9(b), then against delivery of the Default Call Shares, the Company or Didi (as applicable) shall pay their respective corresponding purchase prices (as applicable) for the Default Call Shares purchased by each of them by wire transfer in immediately available funds in the relevant purchase currency to the account designated by the Defaulting Shareholder. Closing of the transactions pursuant to the exercise by the Company or Didi of their rights under this Section 5.9 shall take place at the executive offices of the Company on the 120th day after expiry of the Didi Option Exercise Period or at such place or on such date as otherwise agreed between the Defaulting Shareholder, the Company and Didi (as applicable). The Company shall update its register of members upon consummation of any such Transfer.

(e) **Rights of a Defaulting Shareholder.** Upon the delivery of a Company Option Exercise Notice or a Didi Option Exercise Notice with respect to any Default Call Shares, the Defaulting Shareholder and its applicable Affiliates shall have no further rights as a holder of such Default Call Shares except the right to receive payment for such Default Call Shares in accordance with Section 5.9(d), and the Defaulting Shareholder shall forthwith cause all certificate(s) evidencing such Default Call Shares to be surrendered to the Company for cancellation or transfer to Didi or its designated third party (as applicable).

Section 5.10 **Cumulative Restrictions.** For purposes of clarity, it is agreed that all of the applicable provisions, restrictions and limitations of this Article V shall be deemed cumulative with and in addition to each other.

Section 5.11 **Right of Didi to require Company Repurchase.**

(a) With respect to any purchase by Didi of Equity Securities pursuant to and in accordance with this Article V, each of the Investors and the Company agree that Didi shall have the right by written notification to (i) require the Company to repurchase, or enter into such arrangements for the repurchase of, the applicable number of Equity Securities from Transferring Shareholder(s) for which Didi has exercised its rights under this Article V (each, a "Alternative Transfer Transaction"), against payment of the corresponding purchase consideration by the Company equivalent to the purchase consideration Didi would have been required to pay (such consideration, the "Alternative Purchase Consideration"). The Company’s obligation to enter into an Alternative Transfer Transaction and to pay the Alternative Purchase Consideration to any Transferring Shareholder shall be subject to, and conditioned on, the purchase by Didi of convertible notes (the "Alternative Equity Instruments") to be issued by the Company for a principal amount equivalent to the aggregate Alternative Purchase Consideration payable to all Transferring Shareholders in the applicable Alternative Transfer Transaction. Such Alternative Equity Instruments shall be issued on terms that (i) require the payment in immediately available funds of the aggregate principal amount thereof by Didi at closing, (ii) such Alternative Equity Instrument will be convertible into the equivalent number of Equity Securities and of the same class and type as have been repurchased by the Company in the Alternative Transfer Transaction against which such Alternative Equity Instrument is being issued, (iii) the conversion price of such Alternative Equity Instrument shall be equivalent to, and no more than, the purchase price paid by the Company in the repurchase of such Equity Securities pursuant to the Alternative Transfer Transaction, (iv) the issue date of any Equity Securities upon conversion of the Alternative Equity Securities shall be deemed to be the issue date of the original Equity Securities repurchased by the Company pursuant to the Alternative Transfer Transaction, (v) the maturity date of such Alternative Equity Instruments shall be no earlier than the maturity date of the Series A-2 Note and (vi) other than as specified in (i) to (v) above, shall be on terms no more favorable than those of the Series A-2 Note Documents.

(b) If Didi intends to exercise its rights under this Section 5.11 (the “Alternative Repurchase Rights”) to require the Company to enter into any Alternative Transfer Transaction, Didi shall, concurrently with the delivery of the applicable exercise notice to the parties entitled to receive such notice under the relevant sections of this Article V of its exercise of its corresponding rights hereunder, deliver written notice to the Company and such parties notifying each of them of its exercise of the Alternative Repurchase Rights relating to such transaction (the “Alternative Repurchase Notice”). Upon the receipt of the Alternative Repurchase Notice, all references to Didi in the then-applicable subsection of this Article V shall be deemed by the parties to be references to the Company and all obligations of Didi to make payment for the Equity Securities being so acquired shall be read to be the obligations of the Company, subject, in all cases, to the Company having issued the Alternative Equity Instrument to Didi against payment in immediately available funds, at least five Business Days prior to the time at which payment for such Equity Securities is due to be made under the then-applicable provisions of this Article V.
ARTICLE VI.

PROTECTIVE PROVISIONS, RIGHTS AND COVENANTS

Section 6.1 Acts Requiring Consent of the Preferred Majority Holders and Didi. In addition to such other limitations as may be provided in the Memorandum and Articles, any applicable Law or in any agreement (including any other provisions of this Agreement), the Company shall not take or permit to occur or approve or authorize any of the following acts, and the Company shall not permit any other Group Company to take or permit to occur or approve or authorize any of the following acts, whether in a single transaction or a series of related transactions, and whether directly or indirectly, without the prior written consent or affirmative vote of the Preferred Majority Holders and Didi (the “Shareholder Preferred Majority Matters”):

(a) any amendment to the Memorandum and Articles or this Agreement that would adversely affect the rights of any of the Preferred Shares, other than amendments required for the purposes of effecting any issuance of Equity Securities senior in priority to the Series A-1 Preferred Shares;

(b) any increase in the authorized or issued capital of the Company, including any issuance or reservation of Equity Securities and any related amendments required pursuant thereto under Section 6.1(a) or Section 6.1(c), except in respect of (i) the reservation and issuance of up to four per cent. of the share capital of the Company (on a fully-diluted, as converted basis, assuming the conversion in full of the Series A-2 Note at the then-applicable Conversion Price) pursuant to the ESOP, (ii) any issuance or reservation of Equity Securities at an issue price or exercise price (as applicable) representing a price per Ordinary Share (on an as-converted basis) that would imply an internal rate of return to each Investor of not less than 25 per cent. per annum on its Series A-1 Deemed Issue Price (taking into account for such purposes all returns derived on the Management Loans), (iii) the reservation and issuance of Equity Securities pursuant to and subject to the terms of the Series A-2 Note Documents and (iv) the issuance of any Alternative Equity Instruments or any Equity Securities into which such Alternative Equity Instruments are convertible;

(c) any amendment or change of the rights, preferences, privileges or powers of, or the restrictions provided for the benefit of any class of Preferred Shares that would adversely affect the rights of any of the Preferred Shares, other than any amendments required in connection with any issuance of Equity Securities ranking senior to the Series A-1 Preferred Shares;

(d) any assignment or transfer of the Series A-2 Note by the Series A-2 Noteholder to any Person other than Didi and its Affiliates or any amendment or variation to the terms thereof;
(e) any merger, amalgamation or consolidation of the Company as a result of which the beneficial owners of the Company immediately prior to such event own less than 50 per cent. of the voting power of the Company, or the sale of all or substantially all of the assets of the Group Companies, taken as a whole, other than a merger, amalgamation, consolidation or sale where the valuation of the Company in such transaction reflects a price per Ordinary Share (on an as-converted basis) that would imply an internal rate of return to each Investor of at least three times the Series A-1 Deemed Issue Price (taking into account for such purposes all returns derived on the Management Loans);

(f) any purchase, repurchase or redemption of any Equity Securities of the Company other than, (i) with respect to any Equity Securities issued under the ESOP or any other equity based incentive plan from resigning or terminated employees, officers or consultants, the purchase, repurchase or redemption of Ordinary Shares by the Company either (A) at no more than the issuance cost thereof or (B) which, individually or in the aggregate, would not exceed US$10,000,000 in any financial year and reflect a price per Ordinary Share not exceeding that of the Equity Securities issued in the last financing round immediately preceding such purchase, repurchase or redemption of Ordinary Shares by the Company, (ii) the purchase, repurchase or redemption of the Preferred Shares pursuant to the Memorandum and Articles (including in connection with the conversion of such Preferred Shares into Ordinary Shares), (iii) the redemption of the Series A-2 Note on maturity in accordance with the terms thereof, (iv) any repurchase of Equity Securities by the Company pursuant to any exercise of its rights under the Call Option or the Default Call Options and (v) any purchase, repurchase or redemption pursuant to any Alternative Transfer Transaction in connection with the exercise by Didi of its Alternative Repurchase Rights;

(g) any declaration, set aside or payment of dividends or other distributions to the Shareholders;

(h) any Deemed Liquidation Event or Share Sale other than a Deemed Liquidation Event or Share Sale proposed to be effected at a valuation of the Company that would imply a return to each Series A-1 Preferred Shareholder equivalent to three times its Series A-1 Deemed Issue Price; and

(i) the liquidation, dissolution or winding up of the Company, and, in each case, no further consents will be required under this Section 6.1 for any of the transactions contemplated under the Transaction Documents, the Management Share Purchase Agreement, the Series A-2 Note Documents, the Commercial Framework Agreement, the Restructuring Plan (including for such purposes the effecting of the Capital Increase and the repayment of the Existing Shareholder Loans), and any transaction conducted in compliance with, and as permitted under, this Agreement.
Section 6.2 Didi Consent Rights. In addition to such other limitations as may be provided herein, no Group Company shall take or permit to occur or approve or authorize any of the following acts, and no Group Company and Shareholder shall permit any other Group Company to take or permit to occur or approve or authorize any of the following acts, whether in a single transaction or a series of related transactions, and whether directly or indirectly, without the prior written consent of Didi:

(a) any issuance of Equity Securities by any Group Company to any Didi Competitor;

(b) any entry into, or formation with, by any Group Company, of any joint venture, partnership, strategic alliance or similar relationship, with any Didi Competitor; and

(c) any agreement or commitment to do any of the foregoing.

Section 6.3 ESOP. As of the date of this Agreement, 20,000,000 Ordinary Shares, representing four per cent. of the aggregate issued share capital of the Company on a fully-diluted, as-converted basis (assuming for such purposes the conversion in full of all outstanding principal amounts of the Series A-2 Note) immediately after the Closing, shall have been reserved as incentive option shares pursuant to a share incentive plan adopted by the Company prior to Closing (the “ESOP”).

Section 6.4 Additional Shareholder Obligations. Each Shareholder agrees and undertakes to vote, or cause to be voted, all Shares owned by it or over which it has voting control, and (in the case of the Lead Investors) to cause their respective nominated Directors to vote, in each case from time to time and at all times, in whatever manner as shall be necessary, to cause the Company to issue and deliver all Shares required to be issued and delivered by it pursuant to any conversions of the Series A-2 Note and any Alternative Equity Instruments from time to time in accordance with the terms thereof, and to cause the registration of Didi or its designated Affiliate (being the holder of such Alternative Equity Instrument) in the register of members of the Company with respect to any such Shares. Each Shareholder agrees to vote its Shares, and cause any Director nominated by it from time to time, in favour of any action(s) proposed by Didi for the purposes of effecting such conversions and the delivery and issuance of Shares of the Company thereof to Didi.

ARTICLE VII.
DEMAND REGISTRATION

Section 7.1 Registration Other Than on Form F-3 or Form S-3. Subject to the terms of this Agreement, at any time or from time to time after the date that is six months after the closing of the IPO, Holders may request in writing (a “Demand”) that the Company effect a Registration of Registrable Securities having an anticipated aggregate offering price, net of underwriting discounts, commissions, American depositary share issuance fees and stock transfer taxes applicable to the sale of Registrable Securities (the “Selling Expenses”), in excess of US$100,000,000. Upon receipt of such a request, the Company shall (a) promptly give written notice of the proposed Registration to all other Holders and (b) as soon as practicable, use its commercially reasonable efforts to cause the Registrable Securities specified in the request, together with any Registrable Securities of any Holder who requests in writing to join such Registration within 15 days after the Company’s delivery of written notice, to be Registered or qualified for sale and distribution in such jurisdiction as the Initiating Holders may request. The Company shall be obligated to effect no more than two Registrations pursuant to this Section 7.1 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 7.1 is not consummated pursuant to Section 7.4 or for any reason other than solely 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 7.1. The Company shall not be obligated to give effect to a Demand under this Section 7.1 if the demanding Holders could have included Registrable Securities in a piggyback registration pursuant to Article VIII within 90 days preceding the Demand under this Section 7.1.
Section 7.2 Registration on Form F-3 or Form S-3. The Company shall use its commercially reasonable efforts to qualify for registration on Form F-3 or Form S-3. Subject to the terms of this Agreement, if the Company qualifies for registration on Form F-3 or Form S-3 (or any comparable form for Registration in a jurisdiction other than the United States), Holders holding 20 per cent. or more of the voting power of the then-outstanding Registrable Securities held by all Holders may request the Company to file, in any jurisdiction in which the Company has had a registered underwritten public offering, a Registration Statement on Form F-3 or Form S-3 (or any comparable form for Registration in a jurisdiction other than the United States), including any registration statement filed under the Securities Act providing for the registration of, and the sale on a continuous or a delayed basis by the Holders of, all of the Registrable Securities pursuant to Rule 415 under the Securities Act or any similar rule that may be adopted by the Commission. Upon receipt of such a request, the Company shall (a) promptly give written notice of the proposed Registration to all other Holders and (b) as soon as practicable, use its commercially reasonable efforts to cause the Registrable Securities specified in the request, together with any Registrable Securities of any Holder who requests in writing to join such Registration within 15 days after the Company’s delivery of written notice, to be Registered and qualified for sale and distribution in such jurisdiction. The Company shall be obligated to effect no more than three Registrations that have been declared and ordered effective within any 12 month period pursuant to this Section 7.2; provided that the sale of all of the Registrable Securities sought to be included pursuant to this Section 7.2 is not consummated pursuant to Section 7.4 or for any reason other than solely 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 7.2.

Section 7.3 Right of Deferral.

(a) The Company shall not be obligated to Register or qualify Registrable Securities pursuant to this Section 7.3:

(i) if, within 10 days of the receipt of any request of the Holders to Register any Registrable Securities under Section 7.1 or Section 7.2, the Company gives notice to the Initiating Holders of its bona fide intention to effect the filing for its own account of a Registration Statement of Ordinary Shares within 60 days of receipt of that request; provided that the Company is actively employing in good faith its commercially reasonable efforts to cause that Registration Statement to become effective within 60 days of receipt of that request; provided, further, that the Holders are entitled to join such Registration in accordance with Article VIII (other than an Exempt Registration (as defined below));
During the period starting with the date of filing by the Company of, and ending six months following the effective date of, any Registration Statement pertaining to Ordinary Shares other than an Exempt Registration; provided that the Holders are entitled to join such Registration in accordance with Article VIII.

In any jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such Registration or qualification, unless the Company is already subject to service of process in such jurisdiction; or

With respect to the registration on Form F-3 or Form S-3 (or any comparable form for Registration in a jurisdiction other than the United States), if Form F-3 or Form S-3 is not available for such offering by the Holders, or if the Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at an aggregate price to the public, net of Selling Expenses, of less than US$10,000,000.

If, after receiving a request from Holders pursuant to Section 7.1 or Section 7.2 hereof, the Company furnishes to the Holders a certificate signed by the chief executive officer of the Company stating that, in the good faith judgment of the Board, it would be materially detrimental to the Company or its members for a Registration Statement to be filed in the near future, then the Company shall have the right to defer such filing for a period during which such filing would be materially detrimental; provided that the Company shall not utilize this right for more than 120 days on any one occasion or more than once during any 12 month period; provided, further, that the Company shall not Register any other securities during such period (except for Exempt Registrations).

Section 7.4 Underwritten Offerings. If, in connection with a request to Register Registrable Securities under Section 7.1 or Section 7.2, the Initiating Holders seek to distribute such Registrable Securities in an underwritten offering, they shall so advise the Company as a part of the request, and the Company shall include such information in the written notice to the other Holders described in Section 7.1 and Section 7.2. 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 underwritten offering and the inclusion of such Holder’s Registrable Securities in the underwritten offering (unless otherwise mutually agreed by the Initiating Holders and such Holder) to the extent provided herein. All Holders proposing to distribute their securities through such underwritten offering shall enter into an underwriting agreement in customary form with the underwriter or underwriters of internationally recognized standing selected for such underwritten offering by the Company and reasonably acceptable to the holders of at least a majority of the voting power of all Registrable Securities proposed to be included in such Registration. Notwithstanding any other provision of this Agreement, if the managing underwriter advises the Company that marketing factors (including the aggregate number of securities requested to be Registered, the general condition of the market, and the status of the Persons proposing to sell securities pursuant to the Registration) require a limitation of the number of Registrable Securities to be underwritten in a Registration pursuant to Section 7.1 or Section 7.2, the underwriters may exclude up to 70 per cent. of the Registrable Securities requested to be Registered but only after first excluding all other Equity Securities from the Registration and underwritten offering and so long as the number of shares to be included in the Registration on behalf of the non-excluded Holders is allocated among all Holders in proportion, as nearly as practicable, to the respective amounts of Registrable Securities requested by such Holders to be included; provided that any Initiating Holder shall have the right to withdraw its request for Registration from the underwriting by written notice to the Company and the underwriters delivered at least 10 days prior to the effective date of the Registration Statement, and such withdrawn request for Registration shall not be deemed to constitute one of the Registration rights granted pursuant to Section 7.1 or Section 7.2, as the case may be. If any Holder disapproves the terms of any underwriting, the Holder may also elect to withdraw therefrom by written notice to the Company and the underwriters delivered at least 10 days prior to the effective date of the Registration Statement. Any Registrable Securities excluded or withdrawn from such underwritten offering shall be withdrawn from the Registration. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to a Holder to the nearest 100 shares.
ARTICLE VIII.
PIGGYBACK REGISTRATIONS

Section 8.1 Registration of the Company’s Securities. Subject to the terms of this Agreement, if the Company proposes to Register for its own account any of its Equity Securities, or for the account of any holder (other than a Holder) of Equity Securities any of such holder’s Equity Securities, in connection with the public offering of such securities (except for Exempt Registrations), the Company shall promptly give each Holder written notice of such Registration and, upon the written request of any Holder given within 15 days after delivery of such notice, the Company shall use its commercially reasonable efforts to include in such Registration any Registrable Securities thereby requested to be Registered by such Holder. If a Holder decides not to include all or any of its Registrable Securities in such Registration 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, all upon the terms and conditions set forth herein.

Section 8.2 Right to Terminate Registration. The Company shall have the right to terminate or withdraw any Registration initiated by it under Section 8.1 prior to the effectiveness of such Registration, whether or not any Holder has elected to participate therein. The expenses of such withdrawn Registration shall be borne by the Company in accordance with Section 9.3.

Section 8.3 Underwriting Requirements.

(a) In connection with any offering involving an underwriting of the Company’s Equity Securities, the Company shall not be required to Register the Registrable Securities of a Holder under this Article VIII unless such Holder’s Registrable Securities are included in the underwritten offering and such Holder enters into an underwriting agreement in customary form with the underwriter or underwriters of internationally recognized standing selected by the Company and setting forth such terms for the underwritten offering as have been agreed upon between the Company and the underwriters. In the event the underwriters advise Holders seeking Registration of Registrable Securities pursuant to this Article VIII in writing that market factors (including the aggregate number of Registrable Securities requested to be Registered, the general condition of the market, and the status of the Persons proposing to sell securities pursuant to the Registration) require a limitation of the number of Registrable Securities to be underwritten, the underwriters may exclude all of the Registrable Securities requested to be Registered in an IPO and up to 70 per cent. of the Registrable Securities requested to be Registered in any other public offering, but in any case only after first excluding all other Equity Securities (except for securities sold for the account of the Company) from the Registration and underwriting and so long as the Registrable Securities to be included in such Registration on behalf of any non-excluded Holders are allocated among all Holders in proportion, as nearly as practicable, to the respective amounts of Registrable Securities requested by such Holders to be included. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to a Holder to the nearest 100 shares.
If any Holder disapproves the terms of any underwriting, the Holder may elect to withdraw therefrom by written notice to the Company and the underwriters delivered at least 10 days prior to the effective date of the Registration Statement. Any Registrable Securities so excluded or withdrawn from the underwritten offering shall be withdrawn from the Registration.

Section 8.4 Exempt Registrations. The Company shall have no obligation to Register any Registrable Securities under this Article VIII in connection with a Registration by the Company (a) relating solely to the sale of securities to participants pursuant to a share incentive plan, (b) relating to a corporate reorganization or other transaction under Rule 145 of the Securities Act (or comparable provision under the Laws of another jurisdiction, as applicable), (c) 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 and does not permit secondary sales, or (d) a registration in which the only Ordinary Shares being registered are Ordinary Shares issuable upon conversion of debt securities that are also being registered (collectively, “Exempt Registrations”).

ARTICLE IX. REGISTRATION PROCEDURES

Section 9.1 Registration Procedures and Obligations. Whenever required under this Agreement to effect the Registration of any Registrable Securities held by the Holders, the Company shall, as expeditiously as reasonably possible:

(a) Prepare and file with the Commission a Registration Statement with respect to those Registrable Securities and use its commercially reasonable efforts to cause that Registration Statement to become effective, and, upon the request of the Holders holding at least a majority in voting power of the Registrable Securities Registered thereunder, keep the Registration Statement effective until the distribution thereunder has been completed;
(b) Prepare and file with the Commission amendments and supplements to that Registration Statement and the prospectus used in connection with the Registration Statement as may be necessary to comply with the provisions of Applicable Securities Laws with respect to the disposition of all securities covered by the Registration Statement;

(c) Furnish to the Holders the number of copies of a prospectus, including a preliminary prospectus, required by Applicable Securities Laws, and any other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them;

(d) Use its commercially reasonable efforts to Register and qualify the securities covered by the Registration Statement under the Applicable Securities Laws of any jurisdiction, as reasonably requested by the Holders;

(e) In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in customary form, with the managing underwriter(s) of the offering;

(f) (i) Promptly notify each Holder of Registrable Securities covered by the Registration Statement at any time when a prospectus relating thereto is required to be delivered under Applicable Securities Laws of (A) the issuance of any stop order by the Commission, or (B) the happening of any event or the existence of any condition as a result of which any prospectus included in the 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 under which they were made, or (ii) if in the opinion of counsel for the Company it is necessary to supplement or amend such prospectus to comply with Law, and at the request of any such Holder, promptly prepare and furnish to such Holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such prospectus shall not include an untrue statement of a material fact or omit 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 under which they were made or such prospectus, as supplemented or amended, shall comply with Law;

(g) Furnish, at the request of any Holder requesting Registration of Registrable Securities pursuant to this Agreement, on the date that such Registrable Securities are delivered for sale in connection with a Registration pursuant to this Agreement, (i) an opinion, dated the date of the sale, of the counsel representing the Company for the purposes of the Registration, in form and substance as is customarily given to underwriters in an underwritten public offering; and (ii) comfort letters dated as of (A) the effective date of the registration statement covering such Registrable Securities, and (B) the date of the sale as contemplated in Rule 159 under the Securities Act, 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, addressed to the underwriters;
(h) Otherwise comply with all rules and regulations of the Commission to the extent applicable to the applicable registration statement and use its commercially reasonable efforts to make generally available to its security holders (or otherwise provide in accordance with Section 11(a) of the Securities Act) an earnings statement satisfying the provisions of Section 11(a) of the Securities Act, no later than 45 days after the end of a 12 month period (or 90 days, if such period is a fiscal year) beginning with the first month of the Company’s first fiscal quarter commencing after the effective date of such registration statement, which statement shall cover such 12 month period, subject to any proper and necessary extensions;

(i) Not, without the written consent of the holders of at least a majority of voting power of the then outstanding Registrable Securities, make any offer relating to the securities that would constitute a “free writing prospectus” as defined in Rule 405 promulgated under the Securities Act;

(j) Provide a transfer agent and registrar for all Registrable Securities Registered pursuant to the Registration Statement and, where applicable, a number assigned by the Committee on Uniform Securities Identification Procedures for all those Registrable Securities, in each case not later than the effective date of the Registration; and

(k) Take all reasonable actions necessary to list the Registrable Securities (or depositary shares representing such Registrable Securities) on the primary exchange on which the Company’s securities are then traded or, in connection with an IPO, the primary exchange on which the Company’s securities will be traded.

Section 9.2 Information from Holder. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Agreement with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as shall be required to effect the Registration of such Holder’s Registrable Securities.

Section 9.3 Expenses of Registration. All expenses (other than Selling Expenses), incurred in connection with Registrations, filings or qualifications pursuant to this Agreement, including all Registration, filing and qualification fees, printers’ and accounting fees, fees and disbursements of counsel for the Company and reasonable fees and disbursement of one counsel for all selling Holders, shall be borne by the Company. The Company shall not, however, be required to pay for any expenses of any Registration proceeding begun pursuant to Section 7.1 or Section 7.2 of this Agreement if the Registration request is subsequently withdrawn at the request of the Holders holding at least a majority of the voting power of the Registrable Securities requested to be Registered by all Holders in such Registration (in which case all participating Holders shall bear such expenses pro rata based upon the number of Registrable Securities that were to be thereby Registered in the withdrawn Registration) unless the Holders of at least a majority of the voting power of the Registrable Securities then outstanding agree that such registration constitutes the use by the Holders of one demand registration pursuant Section 7.1 (in which case such registration shall also constitute the use by all Holders of Registrable Securities of one such demand registration); provided 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 that is not known to the Holders at the time of their request and have withdrawn the request with reasonable promptness following disclosure by the Company of such material adverse change, then the Holders shall not be required to pay any of such expenses and the Company shall pay any and all such expenses. All Selling Expenses relating to Registrable Securities registered pursuant to Article VII shall be borne and paid by the Holders pro rata on the basis of the number of Registrable Securities registered on their behalf.

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ARTICLE X.
REGISTRATION-RELATED INDEMNIFICATION

Section 10.1 Company Indemnity.

(a) To the maximum extent permitted by Law, the Company will indemnify and hold harmless each Holder, such Holder’s partners, officers, directors, shareholders, members, and legal counsel, any underwriter (as defined in the Securities Act) and each Person, if any, who controls (as defined in the Securities Act) such Holder or underwriter, against any losses, claims, damages or liabilities (joint or several) to which they may become subject under Laws which are applicable to the Company and relate to action or inaction required of the Company in connection with any Registration, qualification, or compliance, 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 (each a "Violation"): (i) any untrue statement or alleged untrue statement of a material fact contained in such Registration Statement, on the effective date thereof (including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto), (ii) the omission or alleged omission to state in the Registration Statement, on the effective date thereof (including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto), a material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of Applicable Securities Laws, or any rule or regulation promulgated under Applicable Securities Laws. The Company will reimburse, as incurred, each such Holder, underwriter or controlling Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action.

(b) The indemnity agreement contained in this Section 10.1 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 or delayed), 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 solely out of or is solely based upon a Violation that occurs in reliance upon and in conformity with written information furnished for use in connection with such Registration by any such Holder, such Holder’s partners, officers, directors, and legal counsel, any underwriter (as defined in the Securities Act) and each Person, if any, who controls (as defined in the Securities Act) such Holder or underwriter.

Section 10.2 Holder Indemnity.

(a) To the maximum extent permitted by Law, each selling Holder that has included Registrable Securities in a Registration will, severally and not jointly, indemnify and hold harmless the Company, its Directors and officers, underwriters (as defined in the Securities Act), any other Holder selling securities in connection with such Registration and each Person, if any, who controls (within the meaning of the Securities Act) the Company, such underwriter or other Holder, against any losses, claims, damages or liabilities (joint or several) to which any of the foregoing persons may become subject, under Applicable Securities Laws, or any rule or regulation promulgated under Applicable Securities 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 for use in connection with such Registration; and each such Holder will reimburse, as incurred, any Person intended to be indemnified pursuant to this Section 10.2, for any legal or other expenses reasonably incurred by such Person in connection with investigating or defending any such loss, claim, damage, liability or action. No Holder’s liability under this Section 10.2 (when combined with any amounts paid by such Holder pursuant to Section 10.4) shall exceed the net proceeds received by such Holder from the offering of securities made in connection with that Registration, except in the case of fraud or willful misconduct by such Holder.

(b) The indemnity contained in this Section 10.2 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 or delayed).

Section 10.3 Notice of Indemnification Claim. Promptly after receipt by an indemnified party under Section 10.1 or Section 10.2 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 Section 10.1 or Section 10.2, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the indemnifying parties. An indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the reasonably incurred 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 differing 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, if prejudicial to its ability to defend such action, shall relieve such indemnifying party, to the extent so prejudiced, of any liability to the indemnified party under this Article X, but the omission to 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 Article X. 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 the plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

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Section 10.4 Contribution. If any indemnification provided for in Section 10.1 or Section 10.2 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense 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 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 that, in any such case: (a) no Holder will be required to contribute any amount (after combined with any amounts paid by such Holder pursuant to Section 10.2) in excess of the net proceeds to such Holder from the sale of all such Registrable Securities offered and sold by such Holder pursuant to such Registration Statement, except in the case of fraud or willful misconduct by such Holder; and (b) no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

Section 10.5 Underwriting Agreement. To the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

Section 10.6 Survival. Without prejudice to Section 10.5, the obligations of the Company and Holders under this Article X shall survive the completion of any offering of Registrable Securities in a Registration Statement under this Agreement, regardless of the expiration of any statutes of limitation or extensions of such statutes.

ARTICLE XI.
ADDITIONAL REGISTRATION-RELATED UNDERTAKINGS

Section 11.1 Reports under the Exchange Act. With a view to making available to the Holders the benefits of Rule 144 promulgated under the Securities Act and any comparable provision of any Applicable Securities Laws in any jurisdiction where the Company’s securities are listed that may at any time permit a Holder to sell securities of the Company without Registration or pursuant to a Registration on Form F-3 or Form S-3 (or any comparable form in a jurisdiction other than the United States), the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 (or comparable provision, if any, under Applicable Securities Laws in any jurisdiction where the Company’s securities are listed), at all times following 90 days 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;
lockup agreement if the consummation of the IPO has not occurred by such date.

provided that such lockup agreement shall terminate no later than 90 days after the execution of such lockup agreement if the consummation of the IPO has not occurred by such date.
Section 11.4 Termination of Registration Rights. The registration rights set forth in Article VII and Article VIII of this Agreement shall terminate on the earlier of (a) the date that is three years from the date of closing of a Qualified IPO, or (b) with respect to any Registrable Securities, the date on which the Holder of such Registrable Securities may sell all of such Registrable Securities under Rule 144 of the Securities Act (or comparable provision, if any, under Applicable Securities Laws in any jurisdiction where the Company’s securities are listed) in any 90-day period.

Section 11.5 Exercise of Ordinary Share Equivalents. Notwithstanding anything to the contrary provided in this Agreement, the Company shall have no obligation to Register Registrable Securities which, if constituting Ordinary Share Equivalents, have not been exercised, converted or exchanged, as applicable, for Ordinary Shares as of the effective date of the applicable Registration Statement, but the Company shall cooperate and facilitate any such exercise, conversion or exchange as requested by the applicable Holder in accordance with this Agreement.

Section 11.6 Intent. The terms of Article VII through Article XI are drafted primarily in contemplation of an offering of securities in the United States. The parties recognize, however, the possibility that securities may be qualified or registered for offering to the public in a jurisdiction other than the United States where registration rights have significance or that the Company might effect an offering in the United States in the form of American depositary receipts or American depositary shares. Accordingly:
(a) it is their intention that, whenever this Agreement refers to a Law, form, process or institution of the United States but the parties wish to effectuate qualification or registration in a different jurisdiction where registration rights have significance, reference in this Agreement to the Laws or institutions of the United States shall be read as referring, mutatis mutandis, to the comparable Laws or institutions of the jurisdiction in question; and

(b) it is agreed that the Company will not undertake any listing of American depositary receipts, American depositary shares or any other security derivative of the Ordinary Shares unless arrangements have been made reasonably satisfactory to the holders of at least a majority of the voting power of the then outstanding Registrable Securities held by all Holders (calculated on an as-converted basis), including the approval of the Preferred Majority Holders, to ensure that the spirit and intent of this Agreement will be realized and that the Company is committed to taking such actions as are necessary such that the Holders will enjoy rights corresponding to the rights hereunder to sell their Registrable Securities in a public offering in the United States as if the Company had listed Ordinary Shares in lieu of such derivative securities.

ARTICLE XII.
COMPLIANCE WITH LAWS

The Company agrees that it and the other Group Companies shall not, and the Company shall use reasonable best efforts to ensure that the respective officers, employees, directors of the Group Companies (acting in their capacity as such) shall not, directly or indirectly, make or authorize any offer, gift, payment or transfer, or promise of, any money or anything else of value, that would result in a breach of applicable Laws relating to anti-bribery or anticorruption of any jurisdiction in which a Group Company conducts business.

ARTICLE XIII.
NON-COMPETITION

Section 13.1 Investor Non-Compete Undertaking.

(a) For so long as an Investor (or its Affiliates) owns any shares of the Company, it shall not, and shall cause its Affiliates not to, directly or indirectly (i) engage in, invest in, cooperate with, provide loans or subsidy payments or financial assistance of any kind to, or have any interest in, whether as shareholder or a holder of any security, partner, principal, consultant, agent or other roles similar to the forgoing, in any Company Competitor, (ii) carry on, either alone or in conjunction with any other Person, any business that is competitive with the Business, or (iii) promote any product, business, technology, services, scheme or arrangement for any Company Competitor, including the provision of any form of consultancy or advisory services with respect thereto ("Restricted Transactions"), provided that the foregoing restrictions shall not restrict (A) any purchase by any Investor or its Affiliates amounting to less than a three per cent. aggregate equity interest in a Company Competitor that is publicly traded or (B) any Restricted Transactions that have been effected by any Investor or its Affiliates prior to the date of execution of the Share Purchase Agreement.
The Parties expressly agree that the limitations set forth in this Article XIII are reasonably tailored and reasonably necessary in light of the circumstances. Furthermore, if any provision of this Section 13.1 is more restrictive than permitted by the Laws of any jurisdiction in which a party seeks enforcement thereof, then this Section 13.1 will be enforced to the greatest extent permitted by Law. Each of the undertakings contained in this Section 13.1 shall be enforceable by each of the Group Companies and the Investors separately and independently.

Section 13.2 No Avoidance; Voting Trust. Each Investor will not by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be performed hereunder, and will at all times in good faith assist and take action as appropriate in the carrying out of all of the provisions of this Agreement. Each holder of Equity Securities agrees that it shall not enter into any other agreements or arrangements of any kind with respect to the voting of, or granting veto rights attributable to, any Equity Securities, or deposit any Equity Securities in a voting trust or other similar arrangement.

Section 13.3 Excluded Transactions. No breach by an Investor will be deemed to occur under this Article XIII in the case of any investments by an Investor in any Person effected at the time prior to such Person being designated as a Company Competitor by the Board in accordance with the terms of this Agreement and for such purposes, such investments will not be deemed to be Restricted Transactions.

Section 13.4 Breach by Investors. In addition to the consequences set out in, and the rights of the Company pursuant to, Section 5.1(f), in the event that (a) any Shareholder breaches the terms of this Article XIII, (b) any Shareholder Transfers any Equity Securities of the Company to any Company Competitor without the prior consent of the Company, or (c) any Shareholder Transfers any Equity Securities of the Company to any Didi Competitor without the prior consent of Didi, (i) all of the voting, information, access, consent and other noneconomic rights of such Shareholder and all of its Affiliates which hold Equity Securities of the Company hereunder and those of the transferee, including but not limited to rights set out in this Agreement and the corresponding rights provided for under the Memorandum and Articles, shall cease to be exercisable and, if such Investor has the rights to appoint an Investor Director, such Investor Director shall resign or otherwise be removed by the Shareholders under Section 3.1(c), (ii) all rights to request Xiaoju to exchange the Equity Securities of the Company held by such Shareholder or its Affiliates into the Exchange Shares pursuant to Section 5.7 shall cease to be exercisable, (iii) all Investor Co-Sale Rights under Section 5.6 shall cease to be exercisable, (iv) the right to require repayment, prepayment or any acceleration of principal amounts outstanding under the Management Loan Documents shall cease and the holder thereof shall only be entitled to repayment on maturity under the terms of the Management Loan Documents, and (v) unless otherwise required at Law or in equity, none of the Equity Securities of the Company directly or indirectly held by such Shareholder or any such Affiliate shall be counted in connection with any matter contemplated by this Agreement or the Memorandum and Articles where the amount of votes represented by any Equity Securities of the Company are calculated.
ARTICLE XIV.
TERMINATION

Except for this Article XIV and Article XV, this Agreement shall terminate (a) with respect to all parties, upon mutual consent of the parties, (b) with respect to any Shareholder of the Company, upon the time it no longer holds any Shares of the Company or (c) upon the consummation of an IPO, except that Article VII through Article XI shall, subject to Section 11.4, survive the consummation of an IPO on any securities exchange in the United States.

ARTICLE XV.
MISCELLANEOUS PROVISIONS

Section 15.1 Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the Laws of Hong Kong.

Section 15.2 Successors and Assigns; No Third Party Beneficiaries. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assignees, executors, and administrators of the parties hereto whose rights or obligations hereunder are affected by such amendments. Except as otherwise provided herein, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Shareholder (whether by operation of Law or otherwise) without the prior written consent of the Company; provided that a Shareholder may transfer or assign any of its rights, interests or obligations hereunder in connection with a Transfer of any Share to any Person in accordance with this Agreement who agrees to be bound by the terms of this Agreement as a party to this Agreement (and, to the extent applicable, in the same capacity as if the transferee was the transferor) by entering into a Deed of Adherence with the Company. A Person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance.

Section 15.3 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 subject matter hereof and thereof.

Section 15.4 Notices. Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand-delivered to the other parties, upon delivery; (b) when sent by facsimile or electronic mail at the number set forth in Schedule 4 or shown on the signature pages hereto, upon receipt of confirmation of error-free transmission; (c) seven Business Days after deposit in the mail as air mail or certified mail, receipt requested, postage prepaid and addressed to the other parties as set forth in Schedule 4 or shown on the signature pages hereto; or (d) three Business Days after deposit with an overnight delivery service, postage prepaid, addressed to the parties as set forth in Schedule 4 or shown on the signature pages hereto with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider. Each Person communicating hereunder by facsimile or electronic mail shall promptly confirm by telephone with the Person to whom such communication was addressed the receipt of 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 given above, or designate additional addresses, for purposes of this Section 15.4, by giving the other parties written notice of the new address in the manner set forth above.
Section 15.5 Amendments and Waivers. Any provision in this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only by the prior written consent of the Preferred Majority Holders and Didi, provided that, if any amendment or waiver adversely affects in any material respect a Shareholder in a manner that is disproportionate to the other Shareholders holding the same class of shares of the Company, such amendment or waiver shall be subject to the written consent of such Shareholder. Any amendment or waiver effected in accordance with this Section 15.5 shall be binding upon all of the parties hereto and their respective assigns.

Section 15.6 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party hereto, upon any breach or default of any other party hereto under this Agreement, shall impair any such right, power or remedy of such party, nor shall it be construed to be a waiver of any such breach or default, or of an acquiescence, or of any similar breach or default thereafter occurring; nor shall it be construed to be 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 party hereto of any breach or default under this Agreement or any waiver on the part of any party hereto of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by Law or otherwise afforded to any party hereto, shall be cumulative and not alternative.

Section 15.7 No Presumption. The parties acknowledge that any applicable Law that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. If any claim is made by a Party relating to any conflict, omission or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of any party or its counsel.

Section 15.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and e-mailed copies of signatures in portable document format (PDF) shall be deemed to be originals for purposes of the effectiveness of this Agreement.

Section 15.9 Entire Agreement. This Agreement and the other Transaction Documents, together with all schedules and exhibits hereto and thereto, constitute the full and entire understanding and agreement among the Parties with regard to the subjects hereof and thereof, and supersede all other agreements between or among any of the Parties with respect to the subject matters hereof and thereof, provided that, that nothing in this Agreement or the other Transaction Documents shall be deemed to terminate or supersede the provisions of any confidentiality and nondisclosure agreements executed by the Investors or their respective Affiliates prior to the date of this Agreement, which agreements shall continue in full force and effect until the Closing (or, if earlier, terminated in accordance with their respective terms).
Section 15.10 No Fiduciary Duty. The Parties acknowledge and agree that nothing in this Agreement or the other Transaction Documents shall create any fiduciary duty between the Investors or their respective Affiliates and any Group Company or its shareholders.

Section 15.11 No Publicity; Use of Logo. Without the prior written consent of the applicable Investor, no party shall (or shall permit any Affiliate thereof) use, publish, distribute, display or reproduce the name or any similar trade name, trademark, product name, service name, domain name, sign or logo of such Investor or any specific description enabling any Person to identify that Investor or any of its Affiliates (including the names “[·]”, “[·]”, “[·]”, “CITIC”, “CPE”, “CITICPE” and the logo “[·]”, (each being used individually or in combination with the other(s)) and any logos or marks related thereto) in any manner, context or format (including references on or links to websites, in press releases, or in other public announcements). Without the written consent of an Investor or its Affiliate, none of the Group Companies shall claim itself as a partner of that Investor or its Affiliate or make any similar representations.

Section 15.12 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 their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly reflects the parties’ intent in entering into this Agreement.

Section 15.13 Dispute Resolution. The parties agree to use reasonable efforts to resolve any disputes arising out of or relating to this Agreement through consultation. In the event that the parties are unable to resolve a dispute arising hereunder within 30 days of commencing such consultation, such dispute (including any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (the “HKIAC”) under the HKIAC Administered Arbitration Rules (the “HKIAC Rules”) in force when the notice of arbitration is submitted. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three, appointed in accordance with the HKIAC Rules. The language of arbitration shall be English. The parties hereto agree that any award rendered by the arbitral tribunal may be enforced by any court having jurisdiction over the parties or over the parties’ assets wherever the same may be located. Nothing in this Section 15.13 shall be construed as preventing any party from seeking conservatory or interim relief (including injunction, specific performance or other similar or comparable forms of equitable relief) from any court of competent jurisdiction pending final determination of the dispute by the arbitral tribunal.
Section 15.14 Expenses. Each party hereto will bear its own legal, accounting and out-of-pocket costs and expenses incurred by such party in connection with the negotiation, execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

Section 15.15 Confidentiality and Non-Disclosure. Each party hereto undertakes to each other that it shall not disclose to any third party any Confidential Information without the prior written consent of the concerned party or use any Confidential Information in such manner that is detrimental to the concerned party or in accordance with the provisions below. The term “Confidential Information” as used in this Section 15.15 means: (a) any non-public information concerning the organization, structure, business or financial results or condition of the Company or any other Group Company; (b) the terms of this Agreement and any other Transaction Document and all exhibits and schedules attached to such agreements; and (c) any other information or material prepared by a party hereto or its Representatives that contains or otherwise reflects, or is generated from, Confidential Information.

(a) Press Releases, Etc. Each party may disclose the existence of the transactions contemplated under this Agreement in a press release jointly approved by the Company and the Shareholders; provided that any press release containing the name of, or making specific reference to, any Shareholder or any of its Affiliates shall require the prior written consent of such Shareholder.

(b) Permitted Disclosures. Notwithstanding the foregoing, each party may disclose (i) the Confidential Information to its current investors, Affiliates and its and their respective employees, officers, directors, representatives, advisors, bankers, accountants or legal counsels who need to know such information, in each case only where such Persons are informed of the confidential nature of the Confidential Information and are under appropriate nondisclosure obligations substantially similar to those set forth in this Section 15.15(b) and provided that such party shall be responsible for any breach by such Persons of such nondisclosure obligations, and (ii) the Confidential Information to any Person to which disclosure is approved in writing by the other Parties.

(c) Legally Compelled Disclosure. In the event that any party is requested by any Governmental Authority or becomes legally compelled (including, without limitation, pursuant to Applicable Securities Laws and regulations and in connection with any legal, judicial, arbitration or administrative proceedings) to disclose the existence of this Agreement, any other Transaction Documents, or any of the exhibits and schedules attached to such agreements in contravention of the provisions of this Section 15.15, such party (the “Disclosing Party”) shall to the extent practicable and permitted by Laws, (i) provide the other parties (the “Non-Disclosing Parties”) with prompt written notice of that fact, and (ii) 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 with respect to the information which is requested or legally required to be disclosed. In such event, the Disclosing Party shall furnish only that portion of the information which is requested or 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.
(d) **Other Information.** The provisions of this Section 15.15 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.

(e) **Notices.** All notices required under this Section 15.15 shall be made in accordance with Section 15.4 of this Agreement.

Section 15.16 **Effectiveness and Validity.** This Agreement shall become effective upon execution and delivery of this Agreement by each of the parties hereto.

Section 15.17 **Specific Enforcement.** The Shareholders agree that each Shareholder will be irreparably damaged in the event that any of the provisions of this Agreement are not performed by the parties hereto in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each of the Shareholders shall be entitled to an injunction to prevent breaches of this Agreement and to specific enforcement of this Agreement and its terms and provisions in any action instituted in accordance with Section 15.13 hereof, in addition to any other remedy to which the Shareholders may be entitled at Law or in equity.

Section 15.18 **Aggregation of Shares.** All Shares held or acquired by a Shareholder or its Affiliates and Permitted Transferees shall be aggregated together for the purpose of determining the availability of any rights of such Shareholder under this Agreement.

Section 15.19 **Shareholders Agreement to Control.** If and to the extent that there are inconsistencies between the provisions of this Agreement and those of the Memorandum and Articles, the terms of this Agreement shall control. The parties agree to take all actions necessary or advisable, as promptly as practicable after the discovery of such inconsistency, to amend the Memorandum and Articles so as to eliminate such inconsistency.

Section 15.20 **Further Acts and Assurances.** Each party agrees to perform any further acts and execute and deliver any further documents and give such written assurances as may be reasonably necessary or requested by another party to carry out and make effective the provisions of this Agreement.

Section 15.21 **Discrepancies.** If there is any discrepancy between any provision of this Agreement and any provision of the constitutional documents of any Group Company, the provisions of this Agreement shall prevail and the parties hereto shall procure that the constitutional documents of the relevant Group Company are promptly amended, to the maximum extent permitted by applicable Law, in order to conform with this Agreement.

[Remainder of this page intentionally left blank]

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

CHENGXIN TECHNOLOGY INC.

By: /s/ CHENG Wei
Name: CHENG Wei
Title: Director

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

DOUBLE WINNER ENTERPRISES CORPORATION

By: /s/ CHENG Wei
Name: CHENG Wei
Title: Director

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

XIAOJU KUAIZHI INC.
(as party to this Agreement solely for the purposes of, and limited to, Section 5.7 of this Agreement)

By:  /s/ CHENG Wei
Name: CHENG Wei
Title: Director

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

HOLLY UNIVERSAL LIMITED

By:  /s/ WANG Changchun
Name: WANG Changchun
Title: Director

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

HOLLY UNIVERSAL (HK) LIMITED

By: /s/WANG Chanchun
Name: WANG Changchun
Title: Director

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

BEIJING AO RUI JI TRADING CO., LTD. (北京奥瑞吉商贸有限公司)

By: /s/ ZANG Luoqi
Name: ZANG Luoqi
Title: Legal Representative

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

CHENGXIN YOUXUAN (CHENGDU) TECHNOLOGY DEVELOPMENT CO., LTD. (橙心优选 (成都) 科技发展有限公司)

By: /s/ WANG Yuanzheng
Name: WANG Yuanzheng
Title: Legal Representative

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

NANNING CHENGXIN YOUXUAN TECHNOLOGY DEVELOPMENT CO., LTD. (南宁橙心优选科技发展有限公司)

By: /s/ WANG Yuanzheng
Name: WANG Yuanzheng
Title: Legal Representative

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

CHENGXIN YOUXUAN (BEIJING) TECHNOLOGY DEVELOPMENT CO., LTD. (橙心优选(北京)科技发展有限公司)

By: /s/ WANG Yuanzheng
Name: WANG Yuanzheng
Title: Legal Representative

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

BEIJING CHENGXIN WUXIAN TECHNOLOGY DEVELOPMENT CO., LTD (北京橙心无限科技发展有限公司)

By: /s/ ZANG Luoqi
Name: ZANG Luoqi
Title: Legal Representative

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

**CC Sincere Investment Limited**

By: /s/ YONG Leong Chu  
Name: YONG Leong Chu  
Title: Director

[Signature Page to the Shareholders Agreement]

**Super Ten Investments Limited**

By: /s/ WANG Gang  
Name: WANG Gang  
Title: Director

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

Agility Star Limited

By: /s/ WANG Gang
Name: WANG Gang
Title: Director

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

Far Rapid Limited

By: /s/ WANG Gang
Name: WANG Gang
Title: Director

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

Bedford Ridge Investment Company II LP

By: /s/ Andrew Klaber
Name: Andrew Klaber
Title: Member

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

BOCOM International Asset Management Limited (acting in the capacity of manager for and on behalf of its clients)

By: /s/ XI Xuanhua
Name: XI Xuanhua
Title: Deputy CEO

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

Merit Zone Limited

By: /s/ Chi Sing Ho
Name: Chi Sing Ho
Title: Authorized Signatory

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

MIC Capital Management 20 RSC Ltd

By: /s/ Rodney Cannon
Name: Rodney Cannon
Title: Authorized Signatory

By: /s/ Hani Barhoush
Name: Hani Barhoush
Title: Authorized Signatory

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

New Hope International (Hong Kong) Limited

By:  /s/ LIU Yonghao
Name: LIU Yonghao
Title: Director

[Signature Page to the Shareholders Agreement of Chengxin Technology Inc.]
IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

Glad Moment Limited

By: /s/ LI Mengxiao
Name: LI Mengxiao
Title: Executive Director

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

SVF II Staples Subco (Singapore) Pte Ltd

By: /s/ Martin Joseph O’Regan
Name: Martin Joseph O’Regan
Title: Director

Cambium Grove Growth Opps V Limited

By: /s/ Willy Lan
Name: Willy Lan
Title: Director

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

**LionRock Orange Horseshoe L.P.**  
*By: LionRock Capital GP Limited, its general partner*

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*[Signature Page to the Shareholders Agreement]*
IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

DAVIS NEW YORK VENTURE FUND, INC.

By: /s/ Ryan Charles
Name: Ryan Charles
Title: VP & Secretary

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

SELECTED AMERICAN SHARES, INC.

By: /s/ Ryan Charles
Name: Ryan Charles
Title: VP & Secretary

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

WM Sourcing Limited

By: /s/ ZHANG Wenzhong
Name: ZHANG Wenzhong
Title: Authorized Signatory

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

FISHONBIKE LIMITED

By: /s/ Jingyang Wu
Name: Jingyang Wu
Title: Director

[Signature Page to the Shareholders Agreement]

SCHEDULE 1
INVESTORS
THIS DEED OF ADHERENCE is made on the [●] day of [●], 20[●]

BETWEEN:

(1) Chengxin Technology Inc., an exempted limited liability company organized under the laws of the Cayman Islands (the “Company”); and

(2) [Name of Investor], [a company] incorporated and existing under the laws of [jurisdiction of incorporation] with its registered office at [☐] (the “Investor”).

RECITALS:

(A) On 29th day of March, 2021, the Company and its Shareholders entered into a Shareholders Agreement (the “Shareholders Agreement”) to which a form of this Deed is attached as Exhibit 1.

(B) The Investor wishes to [be allotted/have transferred to him/her/it] [☐] shares (the “Shares”) in the capital of the Company from [☐] (the “Old Shareholder”) and in accordance with the Shareholders Agreement has agreed to enter into this Deed.

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

NOW THIS DEED WITNESSES as follows:

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

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

3. Enforceability. Each existing Shareholder and the Company shall be entitled to enforce the Shareholders Agreement against the Investor, and the Investor shall be entitled to all rights and benefits of the Old Shareholder (other than those that are non-assignable) under the Shareholders Agreement in each case as if the Investor had been an original party to the Shareholders Agreement since the date thereof.
4. **Governing Law.** THIS DEED OF ADHERENCE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF HONG KONG SPECIAL ADMINISTRATION REGION.

5. **Dispute Resolution.** Any dispute, controversy, difference or claim arising out of or relating to this Deed shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (the “HKIAC”) under the HKIAC Administered Arbitration Rules (the “HKIAC Rules”) in force when the notice of arbitration is submitted. The seat of arbitration shall be Hong Kong Special Administration Region. The number of arbitrators shall be three, appointed in accordance with the HKIAC Rules. The language of arbitration shall be English.
IN WITNESS WHEREOF, this Deed of Adherence has been executed as a deed on the date first above written.

CHENGXIN TECHNOLOGY INC.

SIGNED SEALED AND DELIVERED )
as a DEED in the name of )
Chengxin Technology Inc. )
by its duly authorized representative [●] )
in the presence of: )

[NAME OF INVESTOR]

SIGNED SEALED AND DELIVERED )
as a DEED in the name of )
[Investor] )
by its duly authorized representative [●] )
in the presence of: )
SERIES A-2 CONVERTIBLE NOTE PURCHASE AGREEMENT
BY AND AMONG
CHENGXIN TECHNOLOGY INC.
The entities set out in Schedule 1 hereto
AND
HOLLY UNIVERSAL LIMITED

Dated as of
March 1, 2021
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THIS SERIES A-2 CONVERTIBLE NOTE PURCHASE AGREEMENT (this "Agreement") is made and entered into on March 1, 2021 by and among (i) Chengxin Technology Inc., an exempt limited liability company organized under the laws of the Cayman Islands (the "Company"), (ii) each of the Persons set out in Schedule 1 hereto (together with the Company, collectively, the “Warrantors”) and (iii) Holly Universal Limited., a business company incorporated under the laws of the British Virgin Islands (the “Purchaser”).

Each of the parties listed above is referred to herein individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, as of the date of this Agreement, the Company is a wholly-owned Subsidiary of the Purchaser.

WHEREAS, the Company desires to issue, sell and deliver to the Purchaser, and the Purchaser desires to purchase from the Company, the Series A-2 Note (as defined below) pursuant to the terms and subject to the conditions of this Agreement.

WHEREAS, the Company and the Purchaser desire to enter into this Agreement on the terms and conditions hereof.

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 intending to be legally bound hereto hereby agree as follows:

ARTICLE I.
DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

“Accounting Standards” means either generally accepted accounting principles in the United States or the PRC, or the International Financial Reporting Standards, as applicable, applied on a consistent basis.
“Action” means any charge, claim, action, complaint, petition, investigation, appeal, suit, litigation, grievance, inquiry or other proceeding initiated or conducted by a mediator, arbitrator or Governmental Authority, whether administrative, civil, regulatory or criminal, and whether at law or in equity, or otherwise under any applicable Law.

“Affiliate” means, with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person, and in the case of Didi or Xiaoju, excludes the Company and other Group Companies, and vice versa.

“Board” has the meaning ascribed to such term in the Share Purchase Agreement.

“Business” has the meaning ascribed to such term in the Share Purchase Agreement.
“Business Day” means any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks are required or authorized by Law to be closed in the Cayman Islands, the British Virgin Islands, Hong Kong or the PRC.

“Capital Increase” has the meaning ascribed to such term in the Share Purchase Agreement.

“Charter Documents” means, with respect to a particular legal entity, the articles of incorporation, certificate of incorporation, formation or registration (including, if applicable, certificates of change of name), memorandum of association, articles of association, bylaws, articles of organization, limited liability company agreement, trust deed, trust instrument, operating agreement, joint venture agreement, business license, or similar or other constitutive, governing, or charter documents, or equivalent documents, of such entity.

“Consent” means any consent, approval, authorization, release, 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.

“Contract” means any 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” of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, or by effective control whether through the ownership of voting securities, by Contract or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than 50 per cent. of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of the board of directors of such Person, provided that entitlement to any veto rights over any matters of a Person shall not solely on its own be deemed as Control over such Person; and the terms “Controlled” and “Controlling” have the meaning correlative to the foregoing.

“Control Documents” has the meaning ascribed to such term in the Share Purchase Agreement.

“Conversion Price” has the meaning ascribed to such term in the Series A-2 Note.

“Conversion Shares” has the meaning ascribed to such term in the Series A-2 Note.

“Debt Assignment” means the assignment by Didi of its rights to receive repayment of the Existing Shareholder Advance from the HK Company to the Company, in consideration for the issuance to it of Ordinary Shares pursuant to the Capital Increase.

“Didi” has the meaning ascribed to such term in the Share Purchase Agreement.

“Domestic Company” means Chengxin Youxuan (Beijing) Technology Development Co., Ltd (橙心优选(北京)科技发展有限公司).

“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 interests, equity interests, 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.

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2
“ESOP” has the meaning ascribed to such term in the Shareholders Agreement.

“Existing Shareholder Advance” means an amount of US$400,000,000 made as an advance by Didi to the HK Company for the purposes of discharging the Existing Shareholder Loans.

“Existing Shareholder Loans” means the amount of up to US$400,000,000 incurred by Didi, Xiaoju and their respective Affiliates in the establishment and development of the Business for the period ending on and as of December 31, 2020, comprising shareholder advances, shareholder loans, operational liabilities (including payables, operational costs and expenses), reimbursable expenses and certain group centralized or administrative cost allocations and charges attributable to the Group Companies based on the accounting policies of Xiaoju and its Affiliates, consistently applied for the period, in each case, in the Financial Statements of the Company.

“Final Allocation Statement” has the meaning ascribed to such term in the Share Purchase Agreement.

“Fundamental Warranties” means, collectively, the representations and warranties of the Warrantors as set forth in Section 3.1 (Organization, Good Standing and Qualification), Section 3.2 (Capitalization and Voting Rights), Section 3.3 (Authorization), Section 3.4 (Valid Issuance of Shares) and Section 3.5 (Consent; No Conflicts).

“Governmental Authority” means any government of any nation, federation, province or state or any other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the PRC or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, any relevant stock exchange, and any self-regulatory organization.

“Governmental Order” means any applicable order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, ordinance, consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any Governmental Authority.

“Group” means the Company, the HK Company, the Domestic Company, the WFOE, Beijing Ao Rui Ji Trading Co., Ltd, Chengxin Youxuan (Chengdu) Technology Development Co., Ltd, Nanning Chengxin Youxuan Technology Development Co., Ltd and their respective Subsidiaries, branch offices and representative offices from time to time, and a “Group Company” means any of them.

“HK Company” means Holly Universal (HK) Limited, a limited company incorporated under the Laws of Hong Kong.

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC.

“Indebtedness” means (i) all indebtedness for borrowed money or the deferred purchase of property or services, (ii) all obligations evidenced by notes, bonds, debentures or similar instruments, (iii) all capital lease obligations, and (iv) all contingent obligations, including guaranties and obligations of reimbursement or respecting letters of credit, and includes the Existing Shareholder Loans and the Pre-Closing Shareholder Advances.
“Indemnifiable Loss” means, with respect to any Person, any cost, damage, deficiency, disbursement, expense, liability, loss, obligation, penalty, settlement or judgment of any kind or nature imposed on or otherwise incurred or suffered by such Person, including, reasonable legal, accounting and other professional fees and expenses incurred in the investigation, collection, prosecution, defense and appeal of claims and amounts paid in settlement and Taxes imposed or payable by such Person by reason of the indemnification, but excluding any consequential, indirect, exemplary, speculative or punitive damages.

“Initial Allocation Statement” has the meaning ascribed to such term in the Share Purchase Agreement.

“Intellectual Property” means any and all right, title and interest in and to any and all (i) patents, patent rights and applications therefor and reissues, reexaminations, continuations, continuations-in-part, divisions, and patent term extensions thereof, (ii) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (iii) registered and unregistered copyrights, copyright registrations and applications, mask works and registrations and applications therefor, author’s rights and works of authorship (including artwork, software, computer programs, source code, object code and executable code, firmware, development tools, files, records and data, and related documentation), (iv) URLs, web sites, web pages and any part thereof, (v) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary processes, technology, formulae, and algorithms and other intellectual property, (vi) trade names, trade dress, trademarks, domain names, service marks, logos, business names, and registrations and applications therefor, and (vii) the goodwill symbolized or represented by the foregoing.

“Investors” has the meaning ascribed to such term in the Share Purchase Agreement.

“Key Employees” has the meaning ascribed to such term in the Share Purchase Agreement.

“Knowledge” means, with respect to the Warrantors, the actual knowledge of any of the directors of any Warrantor or any Key Employee after making due and reasonable inquiry.

“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 formally issued written 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.

“Management” has the meaning ascribed to such term in the Share Purchase Agreement.

“Management Loan” has the meaning ascribed to such term in the Share Purchase Agreement.

“Management Loan Documents” has the meaning ascribed to such term in the Share Purchase Agreement.
“Management Share Purchase Agreement” has the meaning ascribed to such term in the Share Purchase Agreement.

“Management Shares” has the meaning ascribed to such term in the Share Purchase Agreement.

“Material Adverse Effect” means any (i) event, occurrence, fact, condition, change or development that has had, has, or could reasonably be expected to have, individually or together with other events, occurrences, facts, conditions, changes or developments, a material adverse effect on the Business, properties, assets, employees, operations, results of operations, financial condition, assets or liabilities of the Group Companies taken as a whole, (ii) material impairment of the ability of any Party (other than the Purchaser) to perform the material obligations of such Party under any Series A-2 Note Documents, or (iii) material impairment of the validity or enforceability of this Agreement or the Series A-2 Note against any Party hereto or thereto (other than the Purchaser); provided, however, that in no event shall any of the following, alone or taken as a whole, be deemed to constitute a Material Adverse Effect, nor shall any of the following be taken into account in determining whether a Material Adverse Effect has occurred or would result: (a) changes in general economic conditions in global or Chinese markets (including financial, banking, credit, currency and capital markets); (b) fluctuations in applicable currency exchange rates; (c) conditions generally affecting the industry or markets in which the Group Companies operate; (d) changes in applicable Accounting Standards or regulatory accounting requirements, or changes in applicable Law (or interpretations or enforcement thereof) or directives or policies of a Governmental Authority, in each case of general applicability that are applicable to the Company or any of the Group Companies; (e) any action taken by the Purchaser that breaches the terms of this Agreement or the Series A-2 Note, or any action taken (or omitted to be taken) at the request of the Purchaser; (f) any action taken by the Company or the other Group Companies that is required or expressly contemplated to be taken pursuant to any Series A-2 Note Documents, or the announcement or the consummation of the transactions contemplated by the Series A-2 Note Documents; (g) acts of God or natural disaster; and (h) changes in general political or social conditions, including the substitution of any Governmental Authority, armed hostilities, national emergencies or acts of war, sabotage or terrorism, changes in government, military actions or pandemics (including COVID-19) or force majeure events, or any escalation or worsening of any of the foregoing.

“Maximum Risk Exposure” means US$3,000,000,000.

“Memorandum and Articles” has the meaning ascribed to such term in the Share Purchase Agreement.

“Ordinary Directors” has the meaning ascribed to such term in the Shareholders Agreement.

“Ordinary Shares” means the ordinary shares of par value US$0.00001 each in the capital of the Company, with the rights and privileges as set forth in the Shareholders Agreement and the Memorandum and Articles.

“Payment Date” means any date on which a Purchase Price Instalment is expressed to be payable as set out in Section 2.2.

“Permitted Liens” has the meaning ascribed to such term in the Share Purchase Agreement.
“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, which, solely for the purposes of this Agreement and the Series A-2 Note, excludes Hong Kong, the Macau Special Administrative Region and the islands of Taiwan.

“Pre-Closing Shareholder Advances” means all costs, expenses, commitments and expenditures of the Group Companies (including costs and expenses incurred pursuant to any joint ventures with supply chain business partners under cooperation arrangements) incurred and accrued for the period commencing on January 1, 2021 to the date of Closing, to be initially borne by Didi or its Affiliates and to be repaid by the Company from the proceeds of the Subscription Shares and the Series A-2 Note.

“Preferred Shares” means Series A-1 Preferred Shares, Series A-2 Preferred Shares and other series of preferred shares duly issued or to be issued by the Company from time to time in accordance with the Transaction Documents, the Management Share Purchase Agreement and the Series A-2 Note Documents.

“Purchase Price Instalments” means the First Purchase Price Instalment, the Second Purchase Price Instalment and the Third Purchase Price Instalment and “Purchase Price Instalment” means any of them, as the context requires.

“Related Party” has the meaning ascribed to such term in the Share Purchase Agreement.

“Restructuring” means, collectively, all actions and transactions contemplated under the Restructuring Plan.

“Restructuring Plan” has the meaning ascribed to such term in the Share Purchase Agreement.

“SAMR” means the State Administration of Market Regulation of the PRC or, with respect to the issuance of any business license or filing or registration to be effected by or with the State Administration of Market Regulation, any Governmental Authority which is similarly competent to issue such business license or accept such filing or registration under the Laws of the PRC.

“Securities Act” means the U.S. Securities Act of 1933, as amended and interpreted from time to time.

“Series A-1 Preferred Shares” means the Series A-1 preference shares of par value US$0.00001 each in the capital of the Company, with the rights and privileges as set forth in the Shareholders Agreement and the Memorandum and Articles.

“Series A-2 Note” means the US$3,000,000,000 zero coupon convertible note due 2028 to be issued by the Company to the Purchaser pursuant to Section 2.1 below and any other note from time to time issued in replacement or exchange thereof, the form of which is attached hereto as Exhibit A.

“Series A-2 Note Documents” means this Agreement and the Series A-2 Note and “Series A-2 Note Document” means any of them, as the context requires.
“Series A-2 Preferred Shares” means the Series A-2 preference shares of par value US$0.00001 each in the capital of the Company, with the rights and privileges as set forth in the Shareholders Agreement and the Memorandum and Articles.

“Share Purchase Agreement” means the Series A-1 preferred share purchase agreement dated on or about the date hereof by and among the Company, the Investors and certain other parties named therein.

“Shareholders Agreement” has the meaning ascribed to such term in the Share Purchase Agreement.

“Subscription Shares” has the meaning ascribed to such term in the Share Purchase Agreement.

“Subsidiary” means, with respect to any given Person, any other Person that is Controlled directly or indirectly by such given Person.

“Tax” means (i) any national, provincial, municipal, or local taxes, charges, fees, levies, or other assessments, whether based on income (including enterprise income tax and individual income 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 fees), property (including urban real estate tax and land use fees), documentation (including stamp duty and deed tax), filing, recording, withholding, 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, charges, fees, levies, or other assessments of any kind whatsoever, (ii) all interest, penalties (administrative, civil or criminal), or additional amounts imposed by any Governmental Authority in connection with any item described in subclause (i) above, and (iii) any form of transferee liability imposed by any Governmental Authority in connection with any item described in subclauses (i) and (ii) above.

“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.

“Transaction Documents” has the meaning ascribed to such term in the Share Purchase Agreement.

“US” or “United States” means the United States of America.

“WFOE” means Beijing Chengxin Wuxian Technology Development Co., Ltd (北京橙心无限科技发展有限公司).

“Xiaoju” means Xiaoju Kuaizhi Inc.

Section 1.2 Terms Defined Elsewhere in this Agreement. The following terms have the meanings set forth in the Sections set forth below:

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Section 1.3 Interpretaion. In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

(a) **Directly or Indirectly.** The phrase “directly or indirectly” means directly, or indirectly through one or more intermediate Persons or through contractual or other arrangements, and “direct or indirect” has the correlative meaning.

(b) **Gender and Number.** Unless the context otherwise requires, all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders, and words importing the singular include the plural and vice versa.

(c) **Headings.** Headings are included for convenience only and shall not affect the construction of any provision of this Agreement.

(d) **Include not Limiting.** “Include”, “including”, “are inclusive of” and similar expressions are not expressions of limitation and shall be construed as if followed by the words “without limitation”.

(e) **References to Documents.** References to this Agreement include the Schedules and Exhibits, which form an integral part hereof. A reference to any Section, Schedule or Exhibit is, unless otherwise specified, to such Section of, or Schedule or Exhibit to this Agreement. The words “hereof”, “hereunder” and “hereto”, and words of like import, unless the context requires otherwise, refer to this Agreement as a whole and not to any particular Section hereof or Schedule or Exhibit hereto. A reference to any document (including this Agreement) is, unless otherwise specified, to that document as amended, restated, consolidated, supplemented, novated or replaced from time to time.

(f) **Writing.** References to writing and written include any mode of reproducing words in a legible and non-transitory form including emails and faxes.

(g) **Currency.** References to sums of money are expressed in the lawful currency of the United States of America, with “US$”, “USD” and “$” referring to U.S. dollars.
ISSUANCE AND SALE OF THE SERIES A-2 NOTE

Section 2.1 Issuance and Sale of the Series A-2 Note. Subject to the terms and conditions of this Agreement, at the Closing, the Company agrees to issue and sell, the Series A2 Note with a principal amount of US$3,000,000,000 to the Purchaser, and, in exchange, the Purchaser agrees to subscribe for and purchase the Series A-2 Note from the Company for an aggregate price of US$3,000,000,000 (being 100 per cent. of the face value thereof) (the “Purchase Price”), to be paid in accordance with Section 2.2.

Section 2.2 Payment of Purchase Price. The Purchase Price shall be payable as follows:

(a) At the Closing, an amount of US$2,100,000,000 (the “First Purchase Price Installment”);

(b) On June 30, 2021, an amount of US$450,000,000 (the “Second Purchase Price Installment”); and

(c) On September 30, 2021, an amount of US$450,000,000 (the “Third Purchase Price Installment”),

in each case, in accordance with and as contemplated under Section 2.5. For the purposes of this Agreement, each of the payment dates referred to in subsections (a) to (c) of this Section 2.2 and any other payment date on which amounts of the Purchase Price are determined to be due in accordance with the provisions of Section 2.5 shall be referred to as a “Payment Date.”

Section 2.3 Closing.

(a) The consummation of the transactions described in Section 2.1 (the “Closing”) shall take place remotely via the exchange of electronic documents and signatures concurrently with the closing of the transactions under the Share Purchase Agreement, or at such other place and date as the Company and the Purchaser may mutually agree. At the Closing, the Company shall deliver to the Purchaser (i) the closing deliverables specified in Section 2.4(b) and (ii) the Series A-2 Note dated the date of the Closing and issued in the name of the Purchaser, against payment by the Purchaser to the Company or to its order of the First Purchase Price Installment by wire transfer of immediately available funds within 48 hours of the Closing to the bank account designated in writing by the Company prior to Closing. Performance by each Party under this Section 2.3 shall be tendered against performance by the other Party of such other Party’s obligations under this Section 2.3.

(b) The Closing under this Agreement shall take place simultaneously with the drawdown of the Management Loans under the Management Loan Documents and the closings under the Management Share Purchase Agreement and the Transaction Documents, respectively, and is inter-conditional on each of such other transactions being effected. The Purchaser shall be under no obligation to effect Closing where any of such other transactions fail to close simultaneously.

Section 2.4 Pre-Closing Actions; Issuance of Treasury Shares:

(a) The Company shall cause to be issued to the Purchaser 300,000,000 Series A-2 Preferred Shares (the “Treasury Shares”) for nominal consideration equivalent to the par value thereof, and shall repurchase such Shares from the Purchaser at an equivalent consideration on or prior to Closing and shall retain such Treasury Shares against conversion of principal amounts of the Series A-2 Note in accordance with the terms thereof.
(b) At Closing, the Company shall deliver, or cause to be delivered, to the Purchaser (i) an original of an irrevocable power of attorney or proxy authorizing any of the Ordinary Directors to act for and on behalf of the Company to deliver such number of Treasury Shares to the holder of the Series A-2 Note pursuant to any exercise by such holder of its conversion rights thereunder and to cause such Treasury Shares to be registered in the name of such holder in accordance with and as contemplated under the terms of the Series A-2 Note; (ii) an original instrument of transfer duly executed and left undated by the Company, to be held by the Purchaser against any failure by the Company to deliver the Treasury Shares upon conversion of the Series A-2 Note in accordance with the terms thereof; and (iii) an original executed letter of undertaking letter duly issued by the registered office provider or the registered agent of the Company undertaking to register the transfer of the Treasury Shares upon presentation of the transfer instrument referred to in Section 2.4(b)(ii) and to enter the name of the holder thereof in the register of members of the Company, in each case, in form and substance satisfactory to the Purchaser.

Section 2.5 Payment of Purchase Price Instalments. Each Purchase Price Instalment shall be paid on its corresponding Payment Date in immediately designated funds to the bank account designated in writing by the Company for receipt thereof, provided that:

(a) if, on any applicable Payment Date, the consolidated Indebtedness of the Group Companies owed to Didi and its Affiliates would, after taking into consideration the Purchase Price Instalment to be paid on that Payment Date, exceed the Maximum Risk Exposure, the Purchase Price Instalment shall be reduced by such amount as to ensure that the Maximum Risk Exposure is not exceeded and the Purchaser shall pay the remaining balance of such Purchase Price Instalment within 30 days of such Payment Date;

(b) if, at each calendar month-end occurring between the Closing Date and September 30, 2021 and based on the month-end closing management accounts of the Purchaser, the Purchaser determines that the consolidated Indebtedness of the Group Companies owed to Didi and its Affiliates is less than the Maximum Risk Exposure by an amount in excess of US$150 million, the Purchaser shall make payment of such excess amounts within 30 days of the applicable calendar month-end, which shall be applied as an advance on the Purchase Price Instalment due on the next Payment Date, and, in each case, the Purchase Price Instalments set out in Section 2.2 shall be adjusted in accordance with the provisions hereof.

Section 2.6 Use of Proceeds. Subject to the terms of this Agreement, the Company shall apply the proceeds from the issuance and sale of the Series A-2 Note towards the repayment of the Pre-Closing Shareholder Advances and for general working capital requirements of the Group Companies.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES OF THE WARRANTORS

Subject to such exceptions in the disclosure schedule furnished to the Purchaser as of the date hereof (the "Disclosure Schedule", as attached hereto as Exhibit B), each of the Warrantors hereby and severally represents and warrants to the Purchaser that each of the statements contained in this Article III is true and correct as of the date of this Agreement and as of Closing, with the same effect as if made on and as of Closing (except for such representations and warranties that are expressed to be made as of a specified date, in which case, such representations and warranties shall be made as of such date).

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Section 3.1 Organization, Good Standing and Qualification. Each Group Company is duly organized, validly existing and in good standing (or equivalent status in the relevant jurisdiction) under, and by virtue of, the Laws of the place of its incorporation or establishment and has all requisite power and authority to own its properties and assets and to carry on its Business as now conducted and as proposed to be conducted, and to perform each of its obligations under the Series A-2 Note Documents to which it is a party. Each Group Company is qualified to do Business and is in good standing (or the analogous equivalent) in each jurisdiction in which it is present. Each Group Company that is a PRC entity has a valid business license issued by the SAMR or its local branch or other relevant Governmental Authorities, and has, since its establishment, carried on its Business in compliance with the business scope set forth in its business license.

Section 3.2 Capitalization and Voting Rights.

(a) **Company.** The authorized and issued share capital of the Company immediately prior to and following the Closing (i) based on the allocations set out in the Initial Allocation Statement is set forth in section 3.2(a) of the Disclosure Schedule, and (ii) in the event of any re-allocation of the Subscription Shares pursuant to the Share Purchase Agreement is as set out in the Final Allocation Statement.

(b) **No Other Securities.** Except for (i) the conversion privileges of the Preferred Shares, (ii) certain rights provided in the Charter Documents of the Company as currently in effect, (iii) certain rights provided in the Series A-2 Note Documents and the Control Documents from and after the Closing, (iv) the outstanding Equity Securities set forth in section 3.2(a) of the Disclosure Schedule or, if applicable, the Final Allocation Statement, and (v) the Series A-2 Note Documents, (1) at the Closing there shall be no other authorized or outstanding Equity Securities of any Group Company; and (2) no Equity Securities of any Group Company are subject to any preemptive rights, rights of first refusal (except to the extent required by applicable PRC Laws) or other rights to purchase such Equity Securities or any other rights with respect to such Equity Securities.

(c) **Issuance and Status.** All presently outstanding Equity Securities of each Group Company are duly and validly issued (or subscribed for) and except as disclosed in section 3.2(c) of the Disclosure Schedule, are fully paid and non-assessable. All share capital and registered capital of each Group Company is and as of Closing will be free of any and all Liens (except as provided in the Transaction Documents and the Control Documents or restrictions on transfer pursuant to applicable securities Laws). Except as contemplated under the Transaction Documents, the Management Share Purchase Agreement, the Restructuring Plan, the Capital Increase, the Debt Assignment and the Control Documents, there are no (i) resolutions pending to increase the share capital or registered capital of any Group Company or cause the liquidation, winding up, or dissolution of any Group Company, nor has any distress, (ii) dividends which have accrued or been declared but are unpaid by any Group Company, or (iii) obligations, contingent or otherwise, of any Group Company to allot, issue, repurchase, redeem, or otherwise acquire any Equity Securities of any Group Company.

(d) **Title.** The Equity Securities of each Group Company are free and clear of all Liens of any kind other than those arising under applicable Law or as set forth in the Control Documents, the Series A-2 Note Documents or the Transaction Documents.

(e) **Corporate Structure.** Section 3.2(e) of the Disclosure Schedule sets forth a complete structure chart showing each of the Group Companies and indicating the ownership and Control relationships among all Group Companies immediately prior to and following the Closing.

Section 3.3 Authorization. Except for the shareholder and board approvals to be obtained as contemplated under the Share Purchase Agreement, each Warrantor has all requisite power and authority to execute and deliver the Series A-2 Note Documents to which it is a party and to carry out and perform its obligations thereunder. All action on the part of each Warrantor (and, as applicable, its officers, directors and shareholders) necessary for the authorization, execution and delivery of the Series A-2 Note Documents to which it is a party, the performance of all obligations of such Warrantor thereunder, and, in the case of the Company, the authorization, issuance (or reservation for issuance), sale and delivery of the Series A-2 Note and the Conversion Shares, has been taken or will be taken prior to the Closing. Subject to the foregoing, each Series A-2 Note Document has been or will be duly executed and delivered by the applicable Warrantors and constitutes (or upon due execution and delivery by all parties thereto, will constitute) valid and legally binding obligations of such Warrantor, enforceable against such Warrantor in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws of general application affecting enforcement of creditors’ rights generally, and (b) as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 3.4 Valid Issuance of Shares. The Series A-2 Note has been duly and validly authorized for issuance and sale to the Purchaser by the Company, and when issued and delivered by the Company against payment therefor by the Purchaser in accordance with the terms of this Agreement, will be a legally binding and valid obligation of the Company and enforceable against the Company in accordance with its terms, except as enforcement may be limited by general principles of equity, whether applied in a court of Law or a court of equity, and by applicable bankruptcy, insolvency and similar Law affecting creditors’ rights and remedies generally. The Conversion Shares have been or will be reserved for issuance and, upon issuance in accordance with the terms of the Series A-2 Note and the Memorandum and Articles, will be duly and validly issued, fully paid and non-assessable, free from any Liens (except for any restrictions on transfer under applicable securities Laws, the Series A-2 Note Documents and the Transaction Documents).

Section 3.5 Consents, No Conflicts. All Consents from or with any Governmental Authority or any other Person required in connection with the valid execution, delivery and performance of the Series A-2 Note Documents, and the consummation of the transactions contemplated by the Series A-2 Note Documents, in any case on the part of any Warrantor (to the extent such Warrantor is a party to such Series A-2 Note Documents) have been duly obtained or completed (as applicable) and are in full force and effect, except the filing of the Memorandum and Articles with the Cayman Islands Registrar of Companies which have been duly and validly adopted as of the Closing. The execution, delivery and performance of each Series A-2 Note Document by each Warrantor (to the extent such Warrantor is a party to such Series A-2 Note Document) do not, and the consummation by such Warrantor of the transactions contemplated thereby will not (a) result in any violation or breach of any Warrantor’s Charter Documents, (b) result in any violation, breach or default under any Material Contract, (c) violate any applicable Law, or (d) result in the creation of any Lien upon any of the properties or assets of any Warrantor other than Permitted Liens, except in the cases of subsections (b), (c) and (d) as would not, individually or in the aggregate, result in a Material Adverse Effect or adversely impact in any material respect the ability of the Company to consummate the transactions contemplated hereby.

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Section 3.6 Offering. Subject to the accuracy of the Purchaser’s representations set forth in Article IV of this Agreement, the offer, sale and issuance of the Series A-2 Note is, and the issuance and delivery of the Conversion Shares will be, exempt from the qualification, registration and prospectus delivery requirements of the Securities Act and any other applicable securities Laws.

Section 3.7 Compliance with Laws; Consents.

Except as disclosed in section 3.7 of the Disclosure Schedule:

(a) none of the Group Companies is in material violation of any applicable Laws in respect of the conduct of its Business or the ownership or use of its properties;

(b) all Consents from or with the relevant Governmental Authority required in respect of the due and proper establishment of each Group Company and its operation of the Business, as now conducted or as proposed to be conducted have been duly obtained or completed in accordance with all applicable Laws, except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect or adversely impact in any material respect the ability of the Company to consummate the transactions contemplated hereby. Such required Consents remain in full effect in the jurisdiction in which such Group Company owns or leases property or conducts the Business; and

(c) none of the Group Companies is in default under any Consent required from a Governmental Authority in any material aspects, and there is no reason to believe that any required Consent of a Governmental Authority which is subject to periodic renewal will not be granted or renewed. None of the Group Companies has received any written notice from any Governmental Authority regarding any revocation of any required governmental Consent issued to such Group Company or the need for material compliance or remedial actions in respect of the activities carried out by such Group Company which alone or taken as a whole would constitute a Material Adverse Effect.

Section 3.8 Tax Matters. All material Tax Returns required to be filed on or prior to the date hereof with respect to each Group Company have been duly and timely filed by such Group Company in accordance with the applicable Laws, and are true, correct and complete in all material respects. All Taxes owed by each Group Company (whether or not shown on any Tax Return) have been paid in full or full provision for the payment thereof have been made, except such Taxes, if any, as are being contested in good faith through appropriate proceedings and as to which adequate reserves (determined in accordance with the Accounting Standards) have been provided in the Financial Statements. There is no pending material dispute with any Tax authority relating to any of the material Tax Returns filed by any Group Company.

Section 3.9 Charter Documents; Books and Records. Each Group Company is in compliance with its Charter Documents, and none of the Group Companies is in violation or breach of any of their respective Charter Documents. Each Group Company maintains its books of accounts and records in the usual, regular and ordinary manner, on a basis consistent with prior practice.
Section 3.10 Financial Statements. The Company has delivered to the Purchaser the pro forma unaudited combined financial statements (the “Financial Statements”) of the Group Companies as of December 31, 2020 (the “Statement Date”). The Financial Statements (a) fairly present in all material respects the financial condition and operating results of the Group Companies as of the dates, and for the periods, indicated therein, and (b) were prepared in accordance with the applicable Accounting Standards applied on a consistent basis throughout the periods involved. None of the Group Companies has any material liabilities, except for liabilities (i) reflected, recognized in or reserved for in the Financial Statements, including the Existing Shareholder Loans and the Existing Shareholder Advances, (ii) incurred after the Statement Date in the ordinary course of business consistent with past practice, including the Pre-Closing Shareholder Advances, or (iii) incurred pursuant to certain joint venture arrangements to be entered into with partners relating to supply chain logistics on or prior to Closing as disclosed and set out in section 3.11 of the Disclosure Schedule.

Section 3.11 Changes. Since the Statement Date, except as contemplated by this Agreement and for the purposes of the Restructuring or as set forth or contemplated in the Financial Statements or section 3.11 of the Disclosure Schedule, (a) each Group Company has (i) operated its Business in the ordinary course consistent with its past practice, and (ii) collected receivables and paid payables and performed similar obligations in the ordinary course of business consistent with past practice; and (b) there has not been any change which would, individually or in the aggregate, result in a Material Adverse Effect.

Section 3.12 No Distributions. Since the Statement Date, none of the Group Companies have declared, set aside or effected the payment of any dividends or other distributions.

Section 3.13 Actions. Except as provided in section 3.13 of the Disclosure Schedule, there is no material Action pending or, to the Warrantors’ Knowledge, threatened in writing against any Group Company with respect to the Business. There is no judgment or award unsatisfied against any Group Company, nor is there any Governmental Order in effect and binding on any Group Company or their respective assets or properties which would have a Material Adverse Effect.

Section 3.14 Material Contracts. Other than the contracts entered or to be entered into by the Group Companies as described in the Restructuring Plan, the material contracts set forth in section 3.14 of the Disclosure Schedule represent all of the Contracts entered into by any of the Group Companies with a contract value in excess of RMB5,000,000 (such Contracts, the “Material Contracts”) as of the date of this Agreement, and each is a valid and binding agreement of the Group Company that is a party thereto, the performance of which does not and will not violate any applicable Law or Governmental Order in any material respects, and is in full force and effect and enforceable against the parties thereto, except (i) as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors’ rights generally, and (ii) as may be limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies. Each Group Company has duly performed all of its obligations under each Material Contract in all material respects to the extent that such obligations to perform have accrued, and each Group Company is not in material default under any Material Contract. No Group Company has received any written notice that it has breached, violated or defaulted under any Material Contract or that any other party thereto intends to terminate such Material Contract.

Section 3.15 Title; Properties. Except as disclosed in section 3.15 of the Disclosure Schedule, each Group Company owns its property and assets free and clear of all Liens, other than Permitted Liens. Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect or adversely impact in any material respect the ability of the Company to consummate the transactions contemplated hereby, the Group Companies own or lease or have a valid right to use all the properties and assets necessary for the conduct of the Business as presently conducted. Except for leased or licensed assets set out in section 3.15 of the Disclosure Schedule, no Person other than a Group Company owns any interest in any such property and assets. All leases of real or personal property to which a Group Company is a party are fully effective and afford the Group Company valid leasehold possession of the real or personal property that is the subject of the lease.
Section 3.16 Intellectual Property Rights. Except as disclosed in section 3.16 of the Disclosure Schedule, each Group Company owns or otherwise has sufficient rights to or otherwise has the licenses to use all of the material Intellectual Property necessary and sufficient to conduct its Business as currently conducted or proposed to be conducted (the “Company IP”), or will own or have sufficient rights or licenses to use all of the Company IP following the completion of the Restructuring, without any known conflict with or known infringement of the rights of any other Person. To the Knowledge of the Warrantors, no Group Company has violated, infringed or misappropriated any Intellectual Property of any other Person, nor has any Group Company received any written notice alleging any of the foregoing.

Section 3.17 Labor and Employment Matters.

(a) Except as disclosed in section 3.17(a) of the Disclosure Schedule, each Group Company has complied with all applicable Laws related to labor or employment in all material respects with respect to its full time employees and dispatched employees. There is no pending or, to the Knowledge of the Warrantors, threatened Action relating to the violation or alleged violation of any applicable Laws by such Group Company related to labor or employment.

(b) Except as required by applicable Laws, other than the ESOP to be adopted on or prior to Closing, no Group Company has or maintains any employee benefit plan, employee pension plan, medical insurance, or life insurance to which any Group Company contributed or is obligated to contribute thereunder for employees of any Group Company.

(c) Section 3.17(c) of the Disclosure Schedule sets forth each Key Employee and his or her role. Each Key Employee has executed, or will execute upon the completion of the Restructuring, a standard employment agreement and related ancillary agreement(s) containing confidentiality provisions and customary non-competition obligations.

Section 3.18 Related Party Transactions. All of the transactions between the Group Companies and their Related Parties have been conducted in a manner that would not have any Material Adverse Effect on such Group Companies. Except as disclosed in section 3.18 of the Disclosure Schedule and except for the transactions that are contemplated under the Transaction Documents, the Series A-2 Note Documents, the Management Share Purchase Agreement or the Restructuring Plan, the Capital Increase, the Debt Assignment or otherwise reflected in the Financial Statements, none of the Group Companies has entered into any contract or is a party to any transaction with any of Didi or its Affiliates that involves an amount paid or payable by or to a Group Company in excess of US$1,000,000 in a single transaction or a series of related transactions.

Section 3.19 Restructuring. Upon completion of the transactions contemplated by the Restructuring Plan, the Group Companies will have valid title or right to own or use the material properties and assets that are necessary for the Group Companies to carry out the Business in a manner that is consistent with their past practices in all material respects, and the transactions contemplated by the Restructuring Plan are in compliance with applicable Laws in all material respects.
Section 3.20 No Brokers. Neither any Group Company nor any of its Affiliates has engaged any broker, finder or similar agent with respect to the transactions contemplated by this Agreement or by any of the Series A-2 Note Documents.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Company as of the date of this Agreement and Closing that:

Section 4.1 Organization, Good Standing and Qualification. The Purchaser is duly organized, validly existing and in good standing (or equivalent status in the relevant jurisdiction) under, and by virtue of, the Laws of the place of its incorporation or establishment and has all requisite power to perform each of its obligations under the Series A-2 Note Documents to which it is a party.

Section 4.2 Authorization. The Purchaser has all requisite power and authority to execute and deliver the Series A-2 Note Documents to which it is a party and to carry out and perform its obligations thereunder. All action on the part of the Purchaser (and, as applicable, its officers, directors and shareholders) necessary for the authorization, execution and delivery of the Series A-2 Note Documents to which it is a party and the performance of all obligations of the Purchaser thereunder, has been taken or will be taken prior to the Closing. This Agreement has been, and the Series A-2 Note will be, duly executed and delivered by the Purchaser. This Agreement and the Series A-2 Note to which the Purchaser is a party are, or when executed and delivered by the Purchaser, will be, valid and legally binding obligations of the Purchaser, and enforceable against the Purchaser in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws of general application affecting enforcement of creditors’ rights generally, and (b) as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 4.3 Consents; No Conflicts. All Consents from or with any Governmental Authority or any other Person required in connection with the valid execution, delivery and performance of the Series A-2 Note Documents to which the Purchaser is a party, and the consummation of the transactions contemplated thereby, on the part of the Purchaser have been duly obtained or completed (as applicable) and are in full force and effect. The execution, delivery and performance of each of the Series A-2 Note Documents to which the Purchaser is a party, and the consummation of the transactions contemplated thereby will not contravene with, breach or violate any provision of the Charter Documents of the Purchaser, any applicable Laws or any Contracts to which the Purchaser is a party.

Section 4.4 Purchase for Own Account. The Series A-2 Note being purchased by the Purchaser and the Conversion Shares thereof will be acquired for the Purchaser’s own account (or, if applicable, for the account of the Purchaser’s beneficial owners, who are in each case an “accredited investor” within the meaning of Rule 501(a) under Regulation D of the Securities Act), not as a nominee or agent, and not with a view to or in connection with the sale or distribution of any part thereof, and the Purchaser has no present intention of selling, granting any participation in or otherwise distributing the same. The entire legal and beneficial interest of the Purchaser in the Series A-2 Note is being purchased, and will be held, for the Purchaser’s account only (or, if applicable, for the account of the Purchaser’s beneficial owners, who are in each case an “accredited investor” within the meaning of Rule 501(a) under Regulation D of the Securities Act), and neither in whole or in part for any other Person. The Purchaser does not have any Contract with any Person to, directly or indirectly, sell, transfer or grant participations with respect to the Series A-2 Note, and has not solicited any Person for such purpose. If the Purchaser is acquiring the Series A-2 Note for the account of its beneficial owners, none of its beneficial owners have been organized for the purpose of acquiring the Series A-2 Note and none of the Purchaser’s beneficial owners have discretionary investment authority with respect to the Series A-2 Note.
Section 4.5 Status of Purchaser. The Purchaser is either (a) an “accredited investor” within the meaning of Rule 501 of Regulation D, as presently in effect, under the Securities Act, or (b) not a “U.S. person” as defined in Rule 902 of Regulation S of the Securities Act. The Purchaser has the knowledge, sophistication and experience necessary to make an investment decision such as that involved in the purchase of the Series A-2 Note and can bear the economic risk of its investment in the Series A-2 Note. The Purchaser is relying solely on its own counsel and other advisors for legal, financial and other advice with respect to the transactions contemplated by this Agreement and the other Series A-2 Note Documents.

Section 4.6 Restricted Securities. The Purchaser understands that the Series A-2 Note and the Conversion Shares have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser’s representations as expressed herein. The Purchaser understands that the Series A-2 Note and the Conversion Shares are “restricted securities” under applicable U.S. federal and state securities Laws and that, pursuant to these Laws, the Purchaser must hold the Series A-2 Note and the Conversion Shares indefinitely unless they are registered with the SEC and qualified by state authorities of the United States of America, or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the Series A-2 Note or the Conversion Shares for resale except as set forth in the Shareholders Agreement. The Purchaser further acknowledges that if an exemption from registration or qualification requirements is available, it may be conditioned on various requirements including the time and manner of sale, the holding period for the Series A-2 Note and the Conversion Shares, and on requirements relating to the Company which are outside of the Purchaser’s control.

Section 4.7 No Brokers. Neither the Purchaser nor any of its Affiliates has any Contract with any broker, finder or similar agent with respect to the transactions contemplated by the Series A-2 Note Documents, and none of them has incurred any liability for any brokerage fees, agents’ fees, commissions or finders’ fees in connection with any of the Series A-2 Note Documents or the consummation of the transactions contemplated therein.

Section 4.8 Disclosure of Information. The Purchaser and its advisors have been afforded the opportunity to ask questions of and receive answers from representatives of the Company regarding the terms and conditions of the offering of the Series A-2 Note and relating to the business, management, finances and operations of the members of the Group Companies.
Section 4.9 No Litigation. There is no Action pending (or, to the best knowledge of the Purchaser, currently threatened) against the Purchaser or its equity interests, properties or assets or, to the best knowledge of the Purchaser, against any of its Affiliates or any officer, director or employee of the Purchaser or any of its Affiliates, in connection with this Agreement or any other Series A-2 Note Document or the transactions contemplated hereby and thereby. There is no Governmental Order against the Purchaser, any of its equity interests, properties or assets, or any of its Affiliates, directors, officers or employees in connection with this Agreement or any other Series A-2 Note Document or the transactions contemplated hereby and thereby.

Section 4.10 Financing. The Purchaser has funds available (or funding commitments for payment to be made on behalf of the Purchaser), or binding commitments to ensure that funds shall be made available prior to the Closing, in each case, sufficient to purchase the Series A-2 Note and to pay all related fees and expenses for which the Purchaser will be responsible. It is not a condition to the Closing or to any of the Purchaser’s other obligations under this Agreement that the Purchaser obtains financing for or related to any of the transactions contemplated hereby. The funds used by the Purchaser to purchase the Series A-2 Note have been so obtained in compliance with all applicable Laws and does not violate any Law.

Section 4.11 Legend. The Purchaser understands that the certificates evidencing the Series A-2 Note may bear the following legend:

“THIS SERIES A-2 NOTE AND THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER ANY OTHER SECURITIES LAWS. THIS SERIES A-2 NOTE AND THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND OTHER APPLICABLE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. HOLDERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.”

ARTICLE V.
MISCELLANEOUS

Section 5.1 No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, except as expressly provided in this Agreement.

Section 5.2 Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the Laws of Hong Kong.

Section 5.3 Dispute Resolution. The Parties agree to use reasonable efforts to resolve any disputes arising out of or relating to this Agreement through consultation. In the event that the Parties are unable to resolve a dispute arising hereunder within 30 days of commencing such consultation, such dispute (including any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination hereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Center ("HKIAC") under the HKIAC Administered Arbitration Rules (the “HKIAC Rules”) in force when the notice of arbitration is submitted. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three, appointed in accordance with the HKIAC Rules. The language of arbitration shall be English. The Parties hereto agree that any award rendered by the arbitral tribunal may be enforced by any court having jurisdiction over the Parties or over the Parties' assets wherever the same may be located. Nothing in this Section 5.3 shall be construed as preventing any Party from seeking conservatory or interim relief (including injunction, specific performance or other similar or comparable forms of equitable relief) from any court of competent jurisdiction pending final determination of the dispute by the arbitral tribunal.
Section 5.4 Specific Performance. Each and all of the various rights, powers and remedies of a Party hereto will be considered to be cumulative with and in addition to any other rights, powers and remedies which such Party may have at Law or in equity in the event of the breach of any of the terms of this Agreement. The exercise or partial exercise of any right, power or remedy will neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to such Party. Without limiting the foregoing, the Parties hereto acknowledge and agree irreparable harm may occur for which money damages would not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement.

Section 5.5 Survival of Representations and Warranties. The representations and warranties of the Warrantors contained in this Agreement shall survive the Closing. Notwithstanding the foregoing, none of the Warrantors shall have any liability for breach of any representation or warranty unless a claim has been asserted by written notice, specifying the details of the alleged breach of representation or warranty, delivered to the Warrantors, on or prior to, in the case of any Fundamental Warranties, the expiration of the applicable statute of limitations or, in the case of all other Warranties, the date falling 18 months after the Closing, as applicable.

Section 5.6 Indemnity.

(a) General. Each of the Warrantors hereby agrees from and after the Closing, to jointly and severally indemnify and hold harmless the Purchaser (the “Indemnified Party”) from and against any and all Indemnifiable Losses actually suffered by the Indemnified Party as a result of or arising from any inaccuracy in or breach of any of the representations or warranties, covenants or undertakings of the Warrantors set out in this Agreement and the Series A-2 Note.

(b) Limitations.

(i) The Warrantors shall have no liability to the Indemnified Party under Section 5.6(a) in respect of any claim or series of claims arising from the same or substantially similar facts or circumstances if the Indemnifiable Losses actually suffered or incurred by the Indemnified Party in respect of such claim or series of claims is less than US$1,000,000.

(ii) The Warrantors shall have no liability to the Indemnified Party under Section 5.6(a), unless and until the aggregate amount of the Indemnifiable Losses actually suffered or incurred by the Indemnified Party (without taking into account any Indemnifiable Losses excluded pursuant to Section 5.6(b)(i)) exceeds two per cent. of the aggregate Purchase Price Instalments actually paid by the Purchaser to the Company (the “Indemnity Threshold”), provided that the Indemnified Party shall be entitled to indemnification for the full amount of such Indemnifiable Losses (without taking into account any Indemnifiable Losses excluded pursuant to Section 5.6(b)(i)) and disregarding for such purposes the Indemnity Threshold.
The maximum aggregate liability of the Warrantors to the Indemnified Party under Section 5.6 shall not exceed 100% of the aggregate Purchase Price Instalments actually paid by the Purchaser to the Company.

The Indemnified Party shall procure that all reasonable steps are taken to avoid or mitigate any Indemnifiable Losses which it may suffer or incur in respect of the matters set forth in Section 5.6.

Notwithstanding anything herein to the contrary, the Warrantors shall not be liable hereunder to the Indemnified Party for any matter (v) for which the Indemnified Party recovers an amount in respect of such matter, or from the circumstances out of which such matter arises, from any third party (including under any insurance policy), (vi) that has arisen as a result of an act, omission, transaction or arrangement carried out at the written request or with the written approval of the Indemnified Party or its representatives, (vii) that is a contingent liability, unless and until such liability is actually due and payable, (viii) that results from an action taken by a Group Company in order to comply with applicable Laws, or (ix) that has been disclosed in the Disclosure Schedule, any of the Series A-2 Note Documents or that the Indemnified Party or any of its representatives is aware of, or that arises out of an action taken pursuant to any of the Series A-2 Note Documents to the extent such action was carried out in accordance with such Series A-2 Note Document(s).

(c) **Exclusive Remedy.** Notwithstanding anything to the contrary set forth herein, the Parties acknowledge and agree irreparable harm may occur for which money damages would not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to enforce specifically the terms and provisions of this Agreement. Subject to the foregoing and other than with respect to fraud, from and after the Closing, the indemnification provisions set forth in this Section 5.6 shall be the sole and exclusive remedy for the Purchaser for any claims by the Purchaser against the Warrantors in respect of the matters set forth in Section 5.6(a).

(d) **Procedure.** If the Indemnified Party intends to seek indemnification under this Section 5.6, it shall give written notice to each of the Warrantors in accordance with Section 5.5. In the event of any claim, demand, action or proceeding asserted against the Indemnified Party by a third party with respect to which the Indemnified Party may claim indemnification under Section 5.6 (a “Third Party Claim”), the Indemnified Party shall give each of Warrantors written notice within 10 Business Days of receiving written notice of such Third Party Claim. If the Indemnified Party fails to provide each such notice within such time period, each of the Warrantors will not be obligated to indemnify the Indemnified Party with respect to such Third Party Claim. The Warrantors shall notify the Indemnified Party within 30 days after receipt of such notice as to whether the Warrantors will assume the defense of such Third Party Claim. If the Warrantors assume the defense, (i) the Indemnified Party shall have the right to participate in such defense and to engage separate counsel of its own choosing at its own cost and expense and (ii) the Warrantors shall not agree to any compromise or settlement to which the Indemnified Party has not consented to in writing (which consent shall not be unreasonably withheld or delayed) unless such settlement or compromise includes only the payment of monetary damages which shall be paid by the Warrantors and includes a release of the Indemnified Party from all liability in respect of such Third Party Claim. Notwithstanding the foregoing, if counsel for the Indemnified Party reasonably determines that there is a conflict between the positions of the Warrantors and the Indemnified Party in conducting the defense of such Third Party Claim, then the reasonable fees of such separate counsel shall be paid by the Warrantors. If requested by the Warrantors, the Indemnified Party will, at the cost and expense of the Warrantors, provide reasonable cooperation to the Warrantors in defending such Third Party Claim. If the Warrantors elect not to assume the defense of such Third Party Claim, the Indemnified Party may assume the defense thereof at the expense of the Warrantors, provided that the Indemnified Party shall not agree to any compromise or settlement to which the Warrantors have not consented in writing (which consent shall not be unreasonably withheld or delayed).
(c) **Right to Cure.** The Warrantors shall not be liable for any claim made by the Indemnified Party pursuant to Section 5.6 to the extent any breach or circumstances underlying such claim is capable of being remedied or otherwise cured and the Warrantors shall have remedied or otherwise cured the same within 30 Business Days after being given notice of the same by the Indemnified Party, without the Indemnified Party having actually suffered any Indemnifiable Losses in connection with or attributable to the matters giving rise to such claim.

Section 5.7 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Facsimile and e-mailed copies of signatures in portable document format (PDF) shall be deemed to be originals for purposes of the effectiveness of this Agreement.

Section 5.8 **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 or electronic mail at the number set forth in Schedule 2, upon receipt of confirmation of error-free transmission; (c) seven Business Days after deposit in the mail as air mail or certified mail, receipt requested, postage prepaid and addressed to the other Party as set forth in Schedule 2; or (d) three Business Days after deposit with an overnight delivery service, postage prepaid, addressed to the other Party as set forth in Schedule 2 with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider. Each Person communicated hereunder by facsimile or electronic mail shall promptly confirm by telephone with the Person to whom such communication was addressed the receipt of 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 given hereunder, or designated additional addresses, for purposes of this Section 5.8, by giving the other Party written notice of the new address in the manner set forth above.

Section 5.9 **Fees and Expenses.** Each Party shall pay all of its own costs and expenses incurred in connection with the negotiation, execution, delivery and performance of this Agreement and the Series A-2 Note and the transactions contemplated hereby and thereby.

Section 5.10 **Entire Agreement.** This Agreement, the Series A-2 Note and the other documents delivered pursuant hereto and thereto, together with all schedules and exhibits hereto and thereto, constitute the full and entire understanding and agreement among the Parties with regard to the subjects hereof and thereof, and supersede all other agreements between or among any of the Parties with respect to the subject matters hereof and thereof.
Section 5.11 Amendments and Waivers. Any provision in this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only by the prior written consent of the Parties (if to be amended) or the relevant Party against whom such waiver is sought (where any waiver is sought). Any amendment or waiver effected in accordance with this Section 5.11 shall be binding upon all of the Parties or the relevant Party (as the case may be) and their respective successors and assigns.

Section 5.12 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 their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly reflects the Parties’ intent in entering into this Agreement. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party, nor shall it be construed to be a waiver of any such breach or default, or of an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall it be construed to be a 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 Party of any breach or default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by Law or otherwise afforded to any Party, shall be cumulative and not alternative.

Section 5.15 No Presumption. The Parties acknowledge that any applicable Law that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. If any claim is made by a Party relating to any conflict, omission or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of any Party or its counsel.

Section 5.16 No Fiduciary Duty. The Parties acknowledge and agree that nothing in this Agreement or the Series A-2 Note shall create any fiduciary duty between the Purchaser or its Affiliates and any Group Company or its shareholders.

Section 5.16 Effectiveness and Validity. This Agreement shall become effective upon execution and delivery of this Agreement by each Party.

Section 5.17 Confidentiality.

(a) The terms and conditions of this Agreement and the Series A-2 Note, any term sheet or memorandum of understanding entered into pursuant to the transactions contemplated hereby and thereby, all exhibits and schedules attached hereto and thereto, the transactions contemplated hereby and thereby, including their existence, and all information furnished by any Party hereto and by representatives of such Party to any other Party hereof or any of the representatives of such Parties, including any non-public information concerning the organization, structure, business or financial results or condition of the Company or any other Group Company (collectively, the “Confidential Information”), shall be considered confidential information and shall not be disclosed by any Party hereto to any third party except in accordance with the provisions set forth below.

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(b) Notwithstanding the foregoing, each Party may disclose (i) the Confidential Information to its current investors, Affiliates and its and their respective employees, officers, directors, representatives, advisors, bankers, accountants or legal counsels who need to know such information, in each case only where such Persons are informed of the confidential nature of the Confidential Information and are under appropriate nondisclosure obligations substantially similar to those set forth in this Section 5.17 and provided that such Party shall be responsible for any breach by such Persons of such nondisclosure obligations, and (ii) the Confidential Information to any Person to which disclosure is approved in writing by the other Parties.

(c) In the event that any Party is requested by any Governmental Authority or becomes legally compelled (including, pursuant to any applicable Tax, securities or other Laws of any jurisdiction) to disclose the existence of this Agreement or any Confidential Information, such Party (the “Disclosing Party”) shall provide the other Parties with prompt written notice of that fact and shall consult with the other Parties regarding such disclosure. At the request of any other Parties, the Disclosing Party shall, to the extent reasonably possible and with the cooperation and reasonable efforts of the other Parties, seek a protective order, confidential treatment or other appropriate remedy. In any event, the Disclosing Party shall furnish only that portion of the information that is legally required to be disclosed and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such information.

(d) Notwithstanding any other provision of this Section 5.17, the confidentiality obligations of the Parties shall not apply to: (i) information which a restricted Party learns from a third party which the receiving Party reasonably believes to have the right to make the disclosure, provided the restricted Party complies with any restrictions imposed by the third party; (ii) information which is rightfully in the restricted Party’s possession prior to the time of disclosure by the protected Party and not acquired by the restricted Party under a confidentiality obligation; or (iii) information which enters the public domain without breach of confidentiality by the restricted Party.

(e) Except as required by Law or by any Governmental Authority or otherwise agreed in writing by all the Parties, no public release or public announcement concerning the relationship or involvement of the Parties in connection with the transactions contemplated under this Agreement and under the Series A-2 Note shall be made by any Party.

Section 5.18 Further Assurances. From time to time, each Party hereto shall execute and deliver to the other Party hereto such additional documents and shall provide such additional information to such other Party as such other Party may reasonably require to carry out the terms of this Agreement and the Series A-2 Note.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Series A-2 Note on the date and year first above written.

CHENGXIN TECHNOLOGY INC.

By: /s/ CHENG Wei
Name: CHENG Wei
Title: Director

[Signature Page to Series A-2 Convertible Note Purchase Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Series A-2 Note on the date and year first above written.

HOLLY UNIVERSAL LIMITED

By: /s/ WANG Changchun
Name: WANG Changchun
Title: Director

[Signature Page to Series A-2 Convertible Note Purchase Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Series A-2 Note on the date and year first above written.

CHENGXIN YOUXUAN (BEIJING) TECHNOLOGY DEVELOPMENT CO., LTD (橙心优选(北京)科技发展有限公司)

By: /s/ WANG Yuanzheng
Name: WANG Yuanzheng
Title: Legal Representative

[Signature Page to Series A-2 Convertible Note Purchase Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Series A-2 Note on the date and year first above written.

BEIJING CHENGXIN WUXIAN TECHNOLOGY DEVELOPMENT CO., LTD （北京橙心无限科技发展有限公司）

By: /s/ ZANG Luoqi
Name: ZANG Luoqi
Title: Legal Representative

[Signature Page to Series A-2 Convertible Note Purchase Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Series A-2 Note on the date and year first above written.

CHENGXIN YOUTHAN (CHENGDU) TECHNOLOGY DEVELOPMENT CO., LTD. (橙心优选(成都)科技发展有限公司)

By:  /s/ WANG Yuanzheng
Name:  WANG Yuanzheng
Title:  Legal Representative

[Signature Page to Series A-2 Convertible Note Purchase Agreement]
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Series A-2 Note on the date and year first above written.

HOLLY UNIVERSAL LIMITED

By: /s/ WANG Changchun
Name: WANG Changchun
Title: Director

[Schedule 1
OTHER WARRANTORS]
EXHIBIT A
FORM OF CONVERTIBLE NOTE

THIS SERIES A-2 NOTE AND THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER ANY OTHER SECURITIES LAWS. THIS SERIES A-2 NOTE AND THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND OTHER APPLICABLE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. HOLDERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

CHENGXIN TECHNOLOGY INC.

US$3,000,000,000 ZERO COUPON CONVERTIBLE NOTE DUE 2028

convertible into Series A-2 Preferred Shares of CHENGXIN TECHNOLOGY INC.

[Date] (the “Issue Date”)

Subject to the terms and conditions of this Convertible Note (the “Series A-2 Note”), for good and valuable consideration received, Chengxin Technology Inc., an exempted limited liability company under the Laws of the Cayman Islands (the “Company”), promises to pay to the order of Holly Universal Limited., a business company incorporated under the Laws of the British Virgin Islands (such party and any transferee, the “Holder”), the principal amount of US$3,000,000,000, on [*, 2028] (the “Maturity Date”), or such earlier or later date as may be otherwise provided herein, unless the outstanding principal, together with any other amounts payable thereon, is settled in accordance with Article III of the Series A-2 Note.

The Series A-2 Note is issued pursuant to, and in accordance with, the Series A-2 Convertible Note Purchase Agreement, dated March 1, 2021 (the “Series A-2 Note Purchase Agreement”), between the Company and the Holder, and is subject to the provisions thereof. Capitalized terms used and not defined herein shall have the meaning set forth in the Series A-2 Note Purchase Agreement.

The following is a statement of the rights of the Holder of the Series A-2 Note and the terms and conditions to which the Series A-2 Note is subject, and to which the Holder hereof, by the acceptance of the Series A-2 Note, agrees:

ARTICLE I.
DEFINITIONS

“Board of Directors” means the board of directors of the Company or a committee of such board duly authorized to act for it hereunder.

“close of business” means 5:00 P.M., Beijing time.

“Company” has the meaning ascribed to such term in the Preamble.

“Conversion Date” shall mean the effective conversion date, determined in accordance with Section 4.4(a)(i) and Section 4.4(a)(ii), as applicable.
“Conversion Notice” means the form of notice of conversion to be issued by the Holder to the Company pursuant to any exercise of its rights under Article IV, in the prescribed form set out as Exhibit A-1.

“Conversion Period” has the meaning ascribed to such term in Section 4.2. “Conversion Price” has the meaning ascribed to such term in Section 4.3. “Conversion Rate” has the meaning ascribed to such term in Section 4.3. “Conversion Shares” means the Series A-2 Preferred Shares to be issued or delivered by the Company upon conversion of outstanding principal amounts of the Series A-2 Note.

“Deemed Liquidation Event” has the meaning ascribed to such term in the Memorandum and Articles.

“Effective Date” means the date of execution of the Series A-2 Note Purchase Agreement.

“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 interests, equity interests, registered capital, and other equity securities of such Person, and any right, warrant, option, call, commitment, conversion privilege, pre-emptive right or other right to acquire any of the foregoing, or security convertible into, exchangeable or exercisable for any of the foregoing.

“Event of Default” has the meaning ascribed to such term in Section 3.1.

“Governmental Authority” means any government of any nation, federation, province or state or any other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the PRC or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, any relevant stock exchange, and any self-regulatory organization.

“Holder” has the meaning ascribed to such term in the Preamble.

“Indemnifiable Loss” has the meaning ascribed to such term in the Series A-2 Note Purchase Agreement.

“Investors” has the meaning ascribed to such term in the Share Purchase Agreement.

“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 formally issued written interpretation or administration of any of the foregoing by, any Governmental Authority, in each case as amended, and any and all applicable Governmental Orders.

“Mandatory Conversion Event” has the meaning ascribed to such term in Section 4.1.

“Mandatory Conversion Notice” has the meaning ascribed to such term in Section 4.4(a)(i).

“Maturity Date” has the meaning ascribed to such term in the Preamble.

“Optional Conversion” has the meaning ascribed to such term in Section 4.4(a)(ii).

“Ordinary Directors” has the meaning ascribed to such term in the Shareholders Agreement.
“Ordinary Shares” means the ordinary shares of par value US$0.00001 each in the capital of the Company, with the rights and privileges as set forth in the Shareholders Agreement and the Memorandum and Articles.

“Person” means any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

“Preferred Majority Holders” has the meaning ascribed to such term in the Shareholders Agreement.

“Qualified IPO” has the meaning ascribed to such term in the Shareholders Agreement.

“Record Date” means, with respect to any dividend, distribution or other transaction or event in which the holders of any Series A-2 Preferred Shares have the right to receive any cash, Equity Securities or other property or in which the Series A-2 Preferred Shares is exchanged for or converted into any combination of cash, Equity Securities or other property, the date fixed for determination of security holders entitled to receive such cash, Equity Securities or other property (whether such date is fixed by the Board of Directors, statute, Contract or otherwise).

“Redemption Notice” means the form of notice of redemption to be issued by the Holder to the Company pursuant to any exercise of its rights under Article V, in the prescribed form set out in Exhibit A-2.

“Series A-2 Note Purchase Agreement” has the meaning ascribed to such term in the Preamble.

“Series A-2 Preferred Shares” means the Series A-2 preference shares of par value US$0.00001 each in the capital of the Company, with the rights and privileges as set forth in the Shareholders Agreement and the Memorandum and Articles.

“Subsidiary” means, with respect to any given Person, any other Person that is Controlled directly or indirectly by such given Person.

“U.S.” means the United States of America.

“US$” or “$” means the United States dollar, the lawful currency of the U.S..

ARTICLE II.
TERM, INTEREST, PAYMENTS

Section 2.1 Term. The Series A-2 Note and all accrued and unpaid interest thereon and any and all other sums payable to the Holder hereunder shall be due and payable in full on the earliest to occur of (i) the Maturity Date and (ii) the date of any acceleration of the Series A-2 Note in accordance with Section 3.1.

Section 2.2 Interest. The Series A-2 Note shall be non-interest bearing.

Section 2.3 Payment. All amounts payable on or in respect of the Series A-2 Note or the indebtedness evidenced hereby shall be paid to the Holder in U.S. dollars, in immediately available funds on the date that any principal or interest payment is due and payable hereunder. The Company shall make such payments of the unpaid principal amount of the Series A-2 Note, together with accrued and unpaid interest thereon, on each such date to the Holder by wire transfer of immediately available funds for the account of the Holder as the Holder may designate from time to time and notify in writing to the Company at least three Business Days prior to each payment date. If any such payment date or the Maturity Date falls on a day that is not a Business Day, the required payment will be made on the next succeeding Business Day and no interest on such payment will accrue in respect of the delay.
ARTICLE III.
DEFAULT

Section 3.1 Events of Default. For purposes of the Series A-2 Note, an “Event of Default” shall be deemed to have occurred only if the Company defaults in the payment of any principal amounts outstanding under the Series A-2 Note when due and payable on the Maturity Date, or on any amounts due in respect of any exercise by the Holder of its rights under Section 5.1 payable on the Maturity Date, whatever the reason or cause for such Event of Default and whether it is voluntary or involuntary or is effected by operation of Law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any Governmental Authority or otherwise.

Section 3.2 Consequences of Event of Default. Upon the occurrence of an Event of Default, the Holder may by notice in writing to the Company, declare 100 per cent. of the outstanding principal amount of the Series A-2 Note to be due and payable immediately, and upon any such declaration such amount shall become and shall automatically be immediately due and payable without any action on the part of the Holder.

Section 3.3 Revival or Survival of Conversion Rights after Default. Notwithstanding the provisions of this Article III, if the Company shall default in making payment in full in respect of the Series A-2 Note at any time where the principal amounts hereunder shall have become due and payable (including where the Holder has exercised its rights of redemption under Article V), the conversion rights attaching to the Series A-2 Note will revive or will continue to be exercisable up to, and including, the close of business (at the place where the Series A-2 Note is to be surrendered for conversion) on the date upon which all outstanding principal amounts have been duly received by the Holder and principal amounts of the Series A-2 Note in respect of which a Conversion Notice has been deposited for conversion prior to such date of receipt shall be converted on the relevant Conversion Date notwithstanding that the full amount due and payable in respect of the Series A-2 Note shall have been received by the Holder prior to such Conversion Date, provided that the Holder shall be liable to return the corresponding amount in respect of that part of the Series A-2 Note for which such conversion rights have been exercised to the Company forthwith.

ARTICLE IV.
CONVERSION

Section 4.1 Automatic Conversion. Subject to and as set forth in this Article IV, upon the occurrence of the following events (each, a “Mandatory Conversion Event”), all outstanding principal amounts of the Series A-2 Note shall automatically be converted into Series A-2 Preferred Shares of the Company in accordance with and as contemplated under Section 4.4:

(a) Qualified IPO. The closing of a Qualified IPO duly approved pursuant to the Memorandum and Articles and the Shareholders Agreement;

(b) Deemed Liquidation Event. The consummation of any Deemed Liquidation Event;

(c) Bankruptcy. Any Group Company is, or would be deemed under applicable Law or by a court of competent jurisdiction to be, insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens in writing to stop or suspend, payment of all or a material part of its debts, proposes or makes any agreement for the deferral, rescheduling or other readjustment of all of its debts or a material part thereof which it would otherwise be unable to pay when due, proposes or makes a general assignment or an arrangement or composition with or for the benefit of its creditors in respect of any such debts or a moratorium is agreed or declared in respect of or affecting all or any material part of the debts of the Group Company; or
(d) **Liquidation.** An order is made or an effective resolution is passed for the liquidation (whether voluntary or involuntary), winding-up or dissolution, judicial management or administration of any of the Group Companies or any of the Group Companies ceases or threatens in writing to cease to carry on all or substantially all of its business and operations, except for the purpose of and followed by a reconstruction, amalgamation, reorganization, merger or consolidation on terms approved in accordance with the Memorandum and Articles and the Shareholders Agreement.

Section 4.2 **Conversion at the Option of the Holder.** Subject to and upon compliance with the provisions of this Article IV, the Holder shall have the right from time to time, at the Holder’s option, to convert all or any portion of the Series A-2 Note into Series A-2 Preferred Shares of the Company at any time during the period commencing on the date falling one year after the Issue Date (date inclusive) and ending on the close of business on the second Business Day immediately preceding the Maturity Date (the “**Conversion Period**”).

Section 4.3 **Conversion Price; Conversion Rate.** The conversion price shall be US$10.00 (the “**Conversion Price**”), representing an initial conversion rate of 100 Series A-2 Preferred Shares (the “**Conversion Rate**”) per US$1,000 in principal amount of the Series A-2 Note.

Section 4.4 **Conversion Procedures; Settlement upon Conversion.**

(a) Subject to Section 3.3, conversion of the Series A-2 Note shall be effected as follows:

(i) on the occurrence of a Mandatory Conversion Event under Section 4.1, this Series A-2 Note shall be deemed to have been converted immediately prior to the close of business on the date on which the Company has delivered notice to the Holder confirming the occurrence of the Mandatory Conversion Event and notifying the Holder of the number of Series A-2 Preferred Shares that the Series A-2 Note has been converted into and the applicable Conversion Price (such notice, a “**Mandatory Conversion Notice**”). Within five Business Days after the receipt of the Mandatory Conversion Notice, the Holder shall deliver the Series A-2 Note for cancellation to the Company and the Company shall (i) cause to be issued or delivered to the Holder the number of Series A-2 Preferred Shares specified in the Mandatory Conversion Notice and (ii) if required by applicable Law, deliver to the Holder certificate(s) representing the number of Series A-2 Preferred Shares so issued.

(ii) on each exercise by the Holder of its conversion rights under Section 4.2 (each, an “**Optional Conversion**”), this Series A-2 Note shall be deemed to have been converted immediately prior to the close of business on the date that the Holder has delivered a duly completed irrevocable written notice to the Company (the “**Conversion Notice**”) and the Series A-2 Note for cancellation to the Company. Within three Business Days after the delivery of the Series A-2 Note and the Conversion Notice to the Company, the Company shall (i) cause to be issued or delivered the number of Series A-2 Preferred Shares to which the Holder shall be entitled in satisfaction of any Optional Conversion and (ii) if required by applicable Law, deliver to the Holder certificate(s) representing the number of Series A-2 Preferred Shares delivered upon each such Optional Conversion.
(b) The Company shall not issue any fractional Series A-2 Preferred Shares upon conversion of the Series A-2 Note and shall instead pay cash in lieu of any Series A-2 Preferred Share deliverable upon conversion based on the valuation of the Company in the series financing round immediately preceding the applicable Conversion Date or, in the case of any Mandatory Conversion, on the effective date thereof.

(c) If the Conversion Date in respect of any Conversion Notice shall be after the Record Date for any issue, distribution, grant or other event as may give rise to an adjustment of the Conversion Price pursuant to Section 4.5, but before the relevant adjustment becomes effective, the Company shall procure upon the relevant adjustment becoming effective the delivery to the Holder (subject to applicable Laws) of such additional number of Series A-2 Preferred Shares, Equity Securities or the cash equivalent amount in U.S. dollars as, together with the Series A-2 Preferred Shares delivered or to be delivered on conversion of the Series A-2 Note, is equal to the number of Series A-2 Preferred Shares which would have been required to have been delivered on conversion of the Series A-2 Note if the relevant adjustment to the Conversion Price had been made and had become effective immediately after the relevant Record Date.

(d) If the Record Date for the payment of any dividend or other distribution (other than a distribution in respect of which an adjustment under Section 4.5 has been or is to be made) in respect of the Series A-2 Preferred Shares to be delivered to the converting Holder is on or after the Conversion Date thereof, the Company will pay to the Holder in lieu of such dividend or distribution an amount equivalent to such dividend or distribution to which it would have been entitled had it on that Record Date been the shareholder of record of such Series A-2 Preferred Shares less any deductions that would have been required by Law to be made from such payment and will make the relevant payment to the Holder at the same time that it makes payment of the dividend or other distribution.

(e) In the event the Holder surrenders this Series A-2 Note pursuant to Section 4.4(a) for partial conversion, the Company shall, in addition to cancelling the Series A-2 Note upon such surrender, execute and deliver to the Holder a new note denominated in U.S. dollars and in an aggregate principal amount equal to the unconverted portion of the surrendered Series A-2 Note, without payment of any service charge by the Holder.

(f) The Company’s settlement of each conversion pursuant to this Section 4.4 shall be deemed to satisfy in full its obligation to pay the principal amount of the Series A-2 Note converted.

Section 4.5 Conversion Adjustments. In the event of any recapitalization, stock split, stock dividend, reverse stock split, issuance of Equity Securities, distributions or any other analogous or similar event, the Company and the Holder shall negotiate and agree on reasonable adjustments to the Conversion Price or the Conversion Rate (as applicable) to equitably preserve the value of the Series A-2 Note and the value of the Series A-2 Preferred Shares into which the Series A-2 Note convert after giving effect to such events. Whenever the Conversion Rate or Conversion Price is adjusted as herein provided, the Company shall promptly prepare a notice of such adjustment of the Conversion Rate or Conversion Price setting forth the adjusted Conversion Rate and Conversion Price and the date on which each adjustment becomes effective and shall mail such notice of such adjustment of the Conversion Rate and Conversion Price to the Holder.

Section 4.6 Certain Covenants.

(a) The Company covenants that all Series A-2 Preferred Shares delivered upon any conversion of this Series A-2 Note will be fully paid and non-assessable by the Company and free from all Taxes, Liens and charges with respect to the issue or delivery thereof.
The Company covenants that it shall maintain sufficient authorized capital for the reservation and issuance of such number of Series A-2 Preferred Shares and Ordinary Shares issued or issuable under this Series A-2 Note and shall hold and maintain the Treasury Shares and shall not dispose or otherwise transfer any Treasury Shares except for the purposes of and as contemplated under this Series A-2 Note.

Section 4.7 Breach of Conversion Obligation.

(a) If the Company fails to comply with its obligations to convert all or a portion of the Series A-2 Note in accordance with Section 4.1 upon the occurrence of an Automatic Conversion Event or under Section 4.2 upon Holder’s exercise of its conversion rights and such failure continues for a period of 10 Business Days, the Holder shall:

(i) by notice in writing to the Company, date and deliver the instrument of transfer issued by the Company pursuant to the Series A-2 Note Purchase Agreement to the registered office provider or the registered agent of the Company and instruct it to register the Holder as the holder of the Treasury Shares in the register of members of the Company, which shall be effected within 10 Business Days of the delivery by the Holder of the instrument of transfer; and

(ii) in the event of any failure by the Company or the registered office provider or registered agent to effect the transfer and registration of the Treasury Shares, use commercially reasonable efforts to take all necessary actions, including the adoption of resolutions at both the board and shareholder level, to effect such transfer and registration.

(b) If, after commercially reasonable efforts on the part of the Holder to effect conversion pursuant to Section 4.7(a), the Holder fails to procure the transfer and registration of the Treasury Shares pursuant to the exercise of its conversion rights under this Series A-2 Note, the Company shall indemnify and hold harmless the Holder against any and all Indemnifiable Losses arising from and related to the breach by the Company of its conversion obligations under this Series A-2 Note.

ARTICLE V.
REDEMPTION

Section 5.1 Redemption on Maturity. Unless previously converted or purchased and cancelled as provided herein, the Company will redeem the Series A-2 Note at 100 per cent. of its principal amount on the Maturity Date. The Company shall not redeem the Series A-2 Note at its option prior to that date.

Section 5.2 Redemption Process. The Holder shall complete, sign and deposit at the registered office of the Company a duly completed and signed Redemption Notice not later than 30 days prior to the Maturity Date. A Redemption Notice, once delivered, shall be irrevocable and may not be withdrawn unless the Company consents in writing to such withdrawal. Payment of the principal amount of the Series A-2 Note shall be conditional on the delivery of the Series A-2 Note (together with any necessary endorsements) to the registered office of the Company at least 10 Business Days prior to the Maturity Date and shall be made by the Company in immediately available funds on the Maturity Date.

Section 5.3 Cancellation on Redemption. Principal amounts of the Series A-2 Note which are redeemed will forthwith be cancelled.
ARTICLE VI.
COVENANTS OF THE COMPANY

Section 6.1 Payment. The Company covenants and agrees that it will cause to be paid the principal amounts and any other amounts accrued from time to time on, this Series A-2 Note at the respective times and in the manner provided herein.

Section 6.2 No Withholding. All payments and deliveries made by, or on behalf of, the Company or any successor to the Company under or with respect to this Series A-2 Note, shall be made without withholding or deduction for, or on account of, any present or future Taxes of whatever nature imposed or levied by or within any jurisdiction in which the Company or any successor to the Company is, for Tax purposes, organized or resident or doing business or through which payment is made or deemed made (or any political subdivision or Tax authority thereof or therein), unless such withholding or deduction is required by Law or by regulation or governmental policy having the force of Law.

Section 6.3 Stay, Extension and Usury Laws. The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury Law or other Law that would prohibit or forgive the Company from paying all or any portion of the principal of or interest on this Series A-2 Note as contemplated herein, wherever enacted, now or at any time hereafter in force, or that may affect the covenants or the performance of this Series A-2 Note; and the Company (to the extent it may lawfully do so) hereby expressly waives all benefit or advantage of any such Law, and covenants that it will not, by resort to any such Law, hinder, delay or impede the enforcement by the Holder of its rights hereunder but will suffer and permit the execution and enforcement of every such power as though no such Law had been enacted.

Section 6.4 Affirmative Covenants. The Company covenants, for so long as this Series A-2 Note is in effect or any obligations herein (other than contingent indemnification obligations for which no claim has been asserted) remain outstanding:

(a) upon one Business Day’s prior notice (provided no notice is required if an Event of Default has occurred and is continuing), the Holder shall have the right to audit and copy the Company’s financial books and records during the Company’s regular business hours;

(b) the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and its material rights and Consents;

(c) the Company will file, when due, all income and other material Tax Returns and reports required by applicable Law, and will pay when due, all income and other material Taxes, deposits and contributions now or in the future owed (except for Taxes being contested in good faith with adequate reserves under the applicable Accounting Standards);

(d) the Company will comply, in all material respects, with all applicable Laws;

(e) the Company shall maintain proper books of record and account in accordance with applicable Tax and accounting principles at its offices;

(f) the Company will deliver all documents circulated to shareholders of the Company to the Holder concurrently with such delivery in accordance with the terms of the Shareholders Agreement;

(g) promptly after the occurrence thereof, the Company will notify the Holder of the occurrence of any Event of Default or any event which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and
the Company will promptly deliver such additional information regarding the business, financial or corporate affairs of the Group Companies, or deliver such additional information in compliance with the terms of the Series A-2 Note Documents, as the Holder may from time to time reasonably request.

Section 6.5 Negative Covenants. Unless consented to by Didi or its Affiliates under the Shareholders Agreement, neither the Company nor any Group Company shall, without the prior written consent of the Holder, take any of the following actions:

(a) create, incur, assume or suffer to exist any indebtedness or any guarantees or other contingent obligations with respect thereto;

(b) merge into or consolidate with any Person or permit any Person to merge into it, or enter into any transaction which would constitute a Change of Control, except that any Group Company may merge into the Company so long as the Company is the surviving entity;

(c) sell, lease, license, transfer or otherwise dispose of (i) all or substantially all of its assets or (ii) any of its material assets outside of the ordinary course of business, including through a Deemed Liquidation Event;

(d) declare or pay any dividends or make other distributions in respect of its Equity Securities other than dividends payable solely in the form of additional Equity Securities and dividends by any Subsidiary of the Company to the Company;

(e) redeem or repurchase any Equity Securities of the Company other than redemptions or repurchases of Equity Securities from resigning or terminated management or employees under and in accordance with the terms of any employee share incentive plans;

(f) issue any class or series of shares or Equity Securities in the Company other than pursuant to any conversion of the Series A-2 Note in accordance with the terms of this Series A-2 Note;

(g) amend or waive its Memorandum and Articles in a manner materially adverse to the Holder or amend or waive the Shareholders Agreement other than as required in connection with an equity financing of the Company;

(h) enter into any transaction or arrangement with any Affiliate of the Company or any Group Company except in the ordinary course of business and pursuant to the reasonable requirements of the business of the Company or such Group Company;

(i) engage in any line of business other than the businesses engaged in as of the Effective Date and as of the Issue Date and businesses reasonably related thereto; or

(j) sell, transfer or otherwise dispose of any Equity Security of any Group Company (or cause or permit any Group Company to sell, transfer or otherwise dispose of any Equity Security of any such Group Company), or cause or permit any Group Company to sell, lease, transfer, or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such Group Company to a non-Affiliate third Person.

ARTICLE VII.
MISCELLANEOUS

Section 7.1 Termination of Rights. All rights under this Series A-2 Note shall terminate when (a) all amounts at any time owing on this Series A-2 Note have been paid in full or (ii) the Series A-2 Note is converted in full pursuant to the terms set forth in Article IV.
Section 7.2 Transferability. This Series A-2 Note may only be transferred or assigned by the Holder with the prior written consent of Didi and the Preferred Majority Holders pursuant to section 6.1 of the Shareholders Agreement.

Section 7.3 No Presumption. The Parties acknowledge that any applicable Law that would require interpretation of any claimed ambiguities in this Series A-2 Note against the Party that drafted it has no application and is expressly waived. If any claim is made by a Party relating to any conflict, omission or ambiguity in the provisions of this Series A-2 Note, no presumption or burden of proof or persuasion will be implied because this Series A-2 Note was prepared by or at the request of any Party or its counsel.

Section 7.4 Other Miscellaneous Provisions. The provisions of Article V of the Series A-2 Note Purchase Agreement are hereby incorporated by reference in this Series A-2 Note, it being understood that any references to the Series A-2 Note Purchase Agreement in such provisions shall be deemed to be references to this Series A-2 Note.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Series A-2 Note on the date and year first above written.

CHENGXIN TECHNOLOGY INC.

By: /s/ CHENG Wei
Name: CHENG Wei
Title: Director
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Series A-2 Note on the date and year first above written.

HOLLY UNIVERSAL LIMITED

By: /s/ WANG Changchun
Name: WANG Changchun
Title: Director
EXHIBIT A-1
Form of Conversion Notice
EXHIBIT A-2

Form of Redemption Notice
### List of Principal Subsidiaries and Consolidated Affiliated Entities

<table>
<thead>
<tr>
<th>Subsidiaries</th>
<th>Place of Incorporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soda Technology Inc.</td>
<td>Cayman Islands</td>
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<tr>
<td>Voyager Group Inc.</td>
<td>Cayman Islands</td>
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<tr>
<td>City Puzzle Holdings Limited</td>
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<tr>
<td>Cheering Venture Global Limited</td>
<td>British Virgin Islands</td>
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<td>Holly Universal Limited</td>
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<td>Chengxin Technology Inc.</td>
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<tr>
<td>DiDi (HK) Science and Technology Limited</td>
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<td>Xiaoju Science and Technology (Hong Kong) Limited</td>
<td>Hong Kong</td>
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<tr>
<td>Beijing DiDi Infinity Technology and Development</td>
<td>PRC</td>
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<td><strong>Consolidated affiliated entity:</strong></td>
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<td>Beijing Xiaoju Science and Technology Co., Ltd.</td>
<td>PRC</td>
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<table>
<thead>
<tr>
<th>Subsidiaries of Consolidated affiliated entity:</th>
<th>Place of Incorporation</th>
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</thead>
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<tr>
<td>DiDi Chuxing (Beijing) Network Platform Technology Co., Ltd.</td>
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<tr>
<td>DiDi Chuxing Science and Technology Co., Ltd.</td>
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<tr>
<td>DiDi Chuxing (Beijing) Consulting Co., Ltd.</td>
<td>PRC</td>
</tr>
<tr>
<td>Beijing DiDi Chuxing Technology Co., Ltd.</td>
<td>PRC</td>
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</table>

Note:

(1) Deconsolidated after March 30, 2021
CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Registration Statement on Form F-1 of Xiaoju Kuaizhi Inc. of our report dated April 9, 2021 relating to the financial statements, which appears in this Registration Statement. We also consent to the reference to us under the heading “Experts” in such Registration Statement.

/s/ PricewaterhouseCoopers Zhong Tian LLP
PricewaterhouseCoopers Zhong Tian LLP

Beijing, the People’s Republic of China
June 10, 2021
XIAOJU KUAIZHI INC.

CODE OF BUSINESS CONDUCT AND ETHICS

I. PURPOSE

This Code of Business Conduct and Ethics (the “Code”) contains general guidelines for conducting the business of Xiaoju Kuaizhi Inc., a Cayman Islands company, and its subsidiaries and affiliates (collectively, the “Company”) consistent with the highest standards of business ethics, and is intended to qualify as a “code of ethics” within the meaning of Section 406 of the Sarbanes-Oxley Act of 2002 and the rules promulgated thereunder. To the extent this Code requires a higher standard than required by commercial practice or applicable laws, rules or regulations, the Company adheres to these higher standards.

This Code is designed to deter wrongdoing and to promote:

- honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- full, fair, accurate, timely and understandable disclosure in reports and documents that the Company files with, or submits to, the U.S. Securities and Exchange Commission (the “SEC”) and in other public communications made by the Company;
- compliance with applicable laws, rules and regulations;
- prompt internal reporting of violations of the Code; and
- accountability for adherence to the Code.

II. APPLICABILITY

This Code applies to all directors, officers, employees and consultants of the Company, whether they work for the Company on a full-time, part-time, consultative or temporary basis (each, an “employee” and collectively, the “employees”). Certain provisions of the Code apply to third parties who assist with the Company’s business.

A compliance officer (the “Compliance Officer”) has been appointed by the Board of Directors of the Company (the “Board”). If you have any questions regarding the Code or would like to report any violation of the Code, please contact the Compliance Officer using the internal web-based reporting system or by email.

This Code has been adopted by the Board and will become effective (the “Effective Time”) upon the effectiveness of the Company’s registration statement on Form F-1 filed by the Company with the SEC relating to the Company’s initial public offering.
III. CONFLICTS OF INTEREST

Identifying Conflicts of Interest

A conflict of interest occurs when an employee’s private interest interferes, or appears to interfere, in any way with the interests of the Company as a whole. An employee should actively avoid any private interest that may impact such employee’s ability to act in the interests of the Company or that may make it difficult to perform the employee’s work objectively and effectively. In general, the following should be considered conflicts of interest:

- **Competing Business.** No employee may be employed by a business that competes with the Company or deprives it of any business in any long-term, short-term, or project-based capacity, including any consultative or advisory role. No employee may engage in, or assist others (including family members) in engaging in, any business activities that compete or would compete with the Company or deprive it of any business. An employee should notify the Company promptly if he/she knows that any of his/her family members are employed by or engaged in a competing business.

- **Business Partners.** No employee may be employed by a business partner of the Company, such as a customer or supplier, in any long-term, short-term, or project-based capacity, including any consultative or advisory role.

- **Corporate Opportunity.** No employee may use corporate property, information or his/her position with the Company to secure a business opportunity that would otherwise be available to the Company. If an employee discovers a business opportunity that is in the Company’s line of business through the use of the Company’s property, information or position, the employee must first present the business opportunity to the Company before pursuing the opportunity in his/her individual capacity.

- **Financial Interests.**
  
  (i) No employee may have any financial interest (ownership or otherwise), either directly or indirectly through a spouse or other family member, in any other business or entity if such interest adversely affects the employee’s performance of duties or responsibilities to the Company, or requires the employee to devote time to it during such employee’s working hours at the Company;

  (ii) No employee may hold any ownership interest in a privately held company that is in competition with the Company or that is a business partner of the Company;

  (iii) An employee may only hold up to 1% ownership interest in a publicly traded company that is in competition with the Company or that is a business partner of the Company; provided that if the employee’s ownership interest in such publicly traded company increases to more than 1%, the employee must immediately report such ownership to the Compliance Officer;
(iv) No employee may hold any ownership interest in a company that has a business relationship with the Company if such employee’s duties at the Company include managing or supervising the Company’s business relations with that company; and

(v) Notwithstanding the other provisions of this Code,

(a) a director or any family member of such director or an employee or any family member of such employee may continue to hold his/her investment or other financial interest in a business or entity in which the Company has invested or otherwise become interested (an “Interested Business”) that was made or obtained either (x) before the Company invested in or otherwise became interested in such business or entity; or (y) before the director or employee joined the Company (for the avoidance of doubt, regardless of whether the Company had or had not already invested in or otherwise become interested in such business or entity at the time the director or employee joined the Company);

(b) an interested director or employee must refrain from participating in any discussion at the Company relating to an Interested Business and may not be involved in any proposed transaction between the Company and an Interested Business; and

(c) before any director or any family member of such director or an employee or any family member of such employee (1) invests, or otherwise acquires any equity or other financial interest, in a business or entity that is in competition with the Company or is a business partner of the Company; or (2) enters into any transaction with a business or entity that is in competition with the Company or is a business partner of the Company, the related director or employee must obtain prior approval from the Compliance Officer.

- **Loans or Other Financial Transactions.** No employee may obtain loans or guarantees of personal obligations from, or enter into any other personal financial or business transactions (such as rental, sale, purchase, consultation or agency agreements) with, any company that is a business partner or competitor of the Company. This guideline does not prohibit arms-length transactions with recognized banks or other financial institutions or ordinary course consumer transactions.

- **Service on Boards and Committees.** No employee may serve on a board of directors or trustees or on a committee of any entity (whether profit or not-for-profit) whose interests could reasonably be expected to conflict with those of the Company. Employees must obtain prior approval from the Compliance Officer before accepting any such board or committee position. The Company may revisit its approval of any such position at any time to determine whether an employee’s service in such position is still appropriate.
The above is in no way a complete list of situations where conflicts of interest may arise. The following questions might serve as a useful guide in assessing a potential conflict of interest situation not specifically addressed above:

- Is the action to be taken legal?
- Is it honest and fair?
- Is it in the best interests of the Company?

Disclosure of Conflicts of Interest

The Company requires that employees fully disclose any situations that could reasonably be expected to give rise to a conflict of interest. If an employee suspects that he/she has a conflict of interest, or a situation that others could reasonably perceive as a conflict of interest, the employee must report it immediately to the Compliance Officer. Conflicts of interest may only be waived by the Board, an appropriate committee of the Board, or the Compliance Officer under delegated authority from the Board, and will be promptly disclosed to the public to the extent required by law and the rules of any stock exchange where the Company’s securities are listed.

Family Members and Work

The actions of family members outside the workplace may also give rise to conflicts of interest because they may influence an employee’s objectivity in making decisions on behalf of the Company. If a member of an employee’s family is interested in doing business with the Company, the criteria as to whether to enter into or continue the business relationship and the terms and conditions of the relationship must be no less favorable to the Company compared with those that would apply to an unrelated party seeking to do business with the Company under similar circumstances. Employees must avoid any involvement in managing or supervising the Company’s negotiations or business relations with any company in which a member of such employee’s family is interested.

Employees should report any situation involving family members that could reasonably be expected to give rise to a conflict of interest to the Compliance Officer. For purposes of this Code, “family members” or “members of employee’s family” include an employee’s spouse, parents, children and siblings, whether by blood, marriage or adoption or anyone residing in such employee’s home.

IV. GIFTS AND ENTERTAINMENT

The giving and receiving of appropriate gifts may be considered common business practice. Appropriate business gifts and entertainment are welcome courtesies designed to build relationships and understanding among business partners. However, gifts and entertainment should never compromise, or appear to compromise, an employee’s ability to make objective and fair business decisions.
It is the responsibility of employees to use good judgment in this area. As a general rule, employees may give or receive gifts or entertainment to or from customers or suppliers only if the gift or entertainment is in compliance with applicable laws, regulations and policies, insignificant in amount and not given in consideration or expectation of any action by the recipient. Employees should never ask for gifts or other benefits from customers, suppliers or other business partners. If an employee is offered a gift that cannot be politely declined, the Company requires employees to submit any gifts received to the Company. All gifts and entertainment expenses made on behalf of the Company must be properly accounted for on expense reports.

An employee should contact the Compliance Officer if he/she has any questions regarding any gifts or entertainment expenses. Bribes and kickbacks are criminal acts, strictly prohibited by law. An employee may not offer, give, solicit or receive any form of bribe or kickback anywhere in the world.

V. ANTI-BRIBERY AND FCPA COMPLIANCE

The U.S. Foreign Corrupt Practices Act ("FCPA") prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. A violation of FCPA does not only violate the Company’s policy but also constitute a civil or criminal offense under the FCPA which the Company is subject to after the Effective Time. No employee may give or authorize directly or indirectly any illegal payments to government officials of any country. While the FCPA does, in certain limited circumstances, allow nominal “facilitating payments” to be made, any such payment must be discussed with and approved by an employee’s supervisor in advance before it can be made.

No employee may give or authorize, directly or indirectly, any improper payments to any other person or entity to secure any improper advantage for the Company, nor may any employee solicit any improper payment from any other person or entity in exchange for any improper advantage.

VI. PROTECTION AND USE OF COMPANY ASSETS

Employees should protect the Company’s assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company’s profitability and are strictly prohibited. Any use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.

To ensure the protection and proper use of the Company’s assets, each employee should:

- exercise reasonable care to prevent theft, damage or misuse of the Company’s assets;
- promptly report any actual or suspected theft, damage or misuse of the Company’s assets;
- safeguard all electronic programs, data, communications and written materials from unauthorized access; and
• use the Company’s assets only for legitimate business purposes.

Except as approved in advance by the Chief Executive Officer or Chief Financial Officer of the Company, the Company prohibits political contributions (directly or through trade associations) by any employee on behalf of the Company. Prohibited political contributions include:

• any contributions of the Company’s funds or other assets for political purposes;
• encouraging individual employees to make any such contribution; and
• reimbursing an employee for any political contribution.

VII. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Employees should abide by the Company’s rules and policies in protecting the intellectual property and confidential information, including the following:

• All inventions, creative works, computer software, and technical or trade secrets developed by an employee in the course of performing the employee’s duties or primarily through the use of the Company’s assets or resources while working at the Company will be the property of the Company.

• Employees should maintain the confidentiality of information entrusted to them by the Company or entities with which the Company has business relations, except when disclosure is authorized or legally mandated. Confidential information includes all non-public information that might be of use to competitors, or harmful to the company or its business associates, if disclosed.

• The Company maintains a strict confidentiality policy. During an employee’s term of employment with the Company, the employee must comply with any and all written or unwritten rules and policies concerning confidentiality and must fulfill the duties and responsibilities concerning confidentiality applicable to the employee.

• In addition to fulfilling the responsibilities associated with his/her position in the Company, an employee may not, without obtaining prior approval from the Company, disclose, announce or publish trade secrets or other confidential business information of the Company, nor may an employee use such confidential information outside the course of his/her duties to the Company.

• Even outside the work environment, an employee must maintain vigilance and refrain from disclosing important information regarding the Company or its business, business associates or employees.

• An employee’s duty of confidentiality with respect to the confidential information of the Company survives the termination of such employee’s employment with the Company for any reason until such time as the Company discloses such information.
Upon termination of employment, or at such time as the Company requests, an employee must return to the Company all of its property without exception, including all forms of medium containing confidential information, and may not retain duplicate materials.

VIII. ACCURACY OF FINANCIAL REPORTS AND OTHER PUBLIC COMMUNICATIONS

Upon the Effective Time, the Company will be required to report its financial results and other material information about its business to the public and the SEC. It is the Company’s policy to promptly disclose accurate and complete information regarding its business, financial condition and results of operations. Employees must strictly comply with all applicable standards, laws, regulations and policies for accounting and financial reporting of transactions, estimates and forecasts. Inaccurate, incomplete or untimely reporting will not be tolerated and can severely damage the Company and result in legal liability.

Employees should be on guard for, and promptly report, any possibility of inaccurate or incomplete financial reporting. Particular attention should be paid to:

- financial results that seem inconsistent with the performance of the underlying business;
- transactions that do not seem to have an obvious business purpose; and
- requests to circumvent ordinary review and approval procedures.

The Company’s senior financial officers and other employees working in the finance department have a special responsibility to ensure that all of the Company’s financial disclosures are full, fair, accurate, timely and understandable. Any practice or situation that might undermine this objective should be reported to the Compliance Officer.

Employees are prohibited from directly or indirectly taking any action to coerce, manipulate, mislead or fraudulently influence the Company’s independent auditors for the purpose of rendering the financial statements of the Company materially misleading. Prohibited actions include but are not limited to:

- issuing or reissuing a report on the Company’s financial statements that is not warranted in the circumstances (due to material violations of U.S. GAAP, generally accepted auditing standards or other professional or regulatory standards);
- not performing audit, review or other procedures required by generally accepted auditing standards or other professional standards;
- not withdrawing an issued report when withdrawal is warranted under the circumstances; or
IX. COMPANY RECORDS

Accurate and reliable records are crucial to the Company’s business and form the basis of its earnings statements, financial reports and other disclosures to the public. The Company’s records are a source of essential data that guides business decision-making and strategic planning. Company records include, but are not limited to, booking information, payroll, timecards, travel and expense reports, e-mails, accounting and financial data, measurement and performance records, electronic data files and all other records maintained in the ordinary course of business.

All Company records must be complete, accurate and reliable in all material respects. There is never an acceptable reason to make false or misleading entries. Undisclosed or unrecorded funds, payments or receipts are strictly prohibited. An employee is responsible for understanding and complying with the Company’s recordkeeping policy. An employee should contact the Compliance Officer if he/she has any questions regarding the recordkeeping policy.

X. COMPLIANCE WITH LAWS AND REGULATIONS

Each employee has an obligation to comply with the laws of the cities, provinces, regions and countries in which the Company operates. This includes, without limitation, laws covering commercial bribery and kickbacks, patent, copyrights, trademarks and trade secrets, information privacy, insider trading, offering or receiving gratuities, employment harassment, environmental protection, occupational health and safety, false or misleading financial information, misuse of corporate assets and foreign currency exchange activities. Employees are expected to understand and comply with all laws, rules and regulations that apply to their positions at the Company. If any doubt exists about whether a course of action is lawful, the employee should seek advice immediately from the Compliance Officer.

XI. DISCRIMINATION AND HARASSMENT

The Company is firmly committed to providing equal opportunity in all aspects of employment and will not tolerate any illegal discrimination or harassment based on race, ethnicity, religion, gender, age, national origin or any other protected class. Any form of sexual harassment is also strictly forbidden. For further information, employees should consult the Compliance Officer.

XII. FAIR DEALING

Each employee should endeavor to deal fairly with the Company’s customers, suppliers, competitors and employees. No employee should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair-dealing practice.
XIII.  HEALTH AND SAFETY

The Company strives to provide employees with a safe and healthy work environment. Each employee has responsibility for maintaining a safe and healthy workplace for other employees by following environmental, safety and health rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions. Violence or threats of violence are not permitted.

Each employee is expected to perform his/her duty to the Company in a safe manner, not under the influence of alcohol, illegal drugs or other controlled substances. The use of illegal drugs or other controlled substances in the workplace is prohibited.

XIV.  VIOLATIONS OF THE CODE

All employees have a duty to report any known or suspected violation of this Code, including any violation of laws, rules, regulations or policies that apply to the Company. Reporting a known or suspected violation of this Code by others will not be considered an act of disloyalty, but an action to safeguard the reputation and integrity of the Company and its employees.

If an employee knows of or suspects a violation of this Code, it is such employee’s responsibility to immediately report the violation to the Compliance Officer, who will work with the employee to investigate his/her concern. All questions and reports of known or suspected violations of this Code will be treated with sensitivity and discretion. The Compliance Officer and the Company will protect the employee’s confidentiality to the extent possible, consistent with the law and the Company’s need to investigate the employee’s concern.

It is the Company’s policy that any employee who violates this Code will be subject to appropriate discipline, including termination of employment, based upon the facts and circumstances of each particular situation. An employee’s conduct, if it does not comply with the law or with this Code, can result in serious consequences for both the employee and the Company.

The Company strictly prohibits retaliation against an employee who, in good faith, seeks help or reports known or suspected violations. An employee inflicting reprisal or retaliation against another employee for reporting a known or suspected violation will be subject to disciplinary action, including termination of employment.

XV.  WAIVERS OF THE CODE

Waivers of this Code will be granted on a case-by-case basis and only in extraordinary circumstances. Waivers of this Code may be made only by the Board, the appropriate committee of the Board, or the Compliance Officer under delegated authority from the Board, and may be promptly disclosed to the public if so required by applicable laws and regulations and the rules of any stock exchange where the Company’s securities are listed.
XVI. CONCLUSION

This Code contains general guidelines for conducting the business of the Company consistent with the highest standards of business ethics. If employees have any questions about these guidelines, they should contact the Compliance Officer. The Company expects all employees to adhere to these standards. Each employee is separately responsible for his/her actions. Conduct that violates the law or this Code cannot be justified by claiming that it was ordered by a supervisor or someone in higher management positions. If an employee engages in conduct prohibited by the law or this Code, such employee will be deemed to have acted outside the scope of his/her employment. Such conduct will subject the employee to disciplinary action, including termination of employment.

************
To: Xiaoju Kuaizhi Inc.

June 10, 2021

Re: Legal Opinion

Dear Sirs,

We are lawyers qualified in the People’s Republic of China (the “PRC”, which, for the purpose of this opinion, does not include the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan) and, as such, are qualified to issue this opinion on PRC Laws (as defined below).

We are acting as PRC legal counsel to Xiaoju Kuaizhi Inc. (the “Company”), solely in connection with (A) the Company’s registration statement on Form F-1, including all amendments or supplements thereto (the “Registration Statement”), filed by the Company with the U.S. Securities and Exchange Commission under the U.S. Securities Act of 1933, as amended, relating to the proposed initial public offering (the “Offering”) by the Company of a certain number of the Company’s American depositary shares (the “ADSs”), each representing a certain number of Class A ordinary shares of par value US$0.00002 per share of the Company, and (B) the proposed issuance and sale of the ADSs and the proposed listing and trading of the ADSs on the [Nasdaq Stock Market/New York Stock Exchange].

As used in this opinion, (A) “PRC Authorities” means any national, provincial or local governmental, regulatory or administrative authority, agency or commission in the PRC, or any court, tribunal or any other judicial or arbitral body in the PRC; (B) “PRC Laws” means all laws, rules, regulations, statutes, orders, decrees, notices, circulars, judicial interpretations and other legislations of the PRC effective and available to the public as of the date hereof; (C) “Governmental Authorizations” means all approvals, consents, waivers, sanctions, certificates, authorizations, filings, registrations, exemptions, permissions, annual inspections, qualifications, permits and licenses required by any PRC Authorities pursuant to any PRC Laws; (D) “Beijing DiDi” means Beijing DiDi Infinity Technology and Development Co., Ltd.; (E) “Xiaoju Technology” means Beijing Xiaoju Science and Technology Co., Ltd.; and (F) “M&A Rules” means the Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, which was issued by six PRC regulatory agencies, namely, the Ministry of Commerce, the State-owned Assets Supervision and Administration Commission, the State Administration for Taxation, the Ministry of Commerce, the State Administration for Market Regulation, the China Securities Regulatory Commission (the “CSRC”) and the State Administration for Foreign Exchange, on August 8, 2006 and became effective on September 8, 2006, as amended by the Ministry of Commerce on June 22, 2009.
In so acting, we have examined the originals or copies, certified or otherwise identified to our satisfaction, of the documents provided to us by the Company, Beijing DiDi and Xiaoju Technology, and such other documents, corporate records, certificates, Governmental Authorizations and other instruments as we have deemed necessary or advisable for the purpose of rendering this opinion, including, without limitation, originals or copies of the agreements listed in Appendix A hereof (the "VIE Agreements") and the certificates issued by the PRC Authorities and officers of the Company (collectively, the "Documents").

In reviewing the Documents and for the purpose of this opinion, we have assumed:

(1) the genuineness of all the signatures, seals and chops;

(2) the authenticity of the Documents submitted to us as originals, the conformity with the originals of the Documents provided to us as copies and the authenticity of such originals;

(3) the truthfulness, accuracy, completeness and fairness of all factual statements contained in the Documents;

(4) that the Documents have not been revoked, amended, varied or supplemented except as otherwise indicated in such Documents;

(5) that all information (including factual statements) provided to us by the Company, Beijing DiDi and Xiaoju Technology in response to our enquiries for the purpose of this opinion is true, accurate, complete and not misleading, and that the Company, Beijing DiDi and Xiaoju Technology have not withheld anything that, if disclosed to us, would reasonably cause us to alter this opinion in whole or in part.
(6) that all parties other than Beijing DiDi, and Xiaoju Technology have the requisite power and authority to enter into, execute, deliver and perform the Documents to which they are parties;

(7) that all parties other than Beijing DiDi and Xiaoju Technology have duly executed, delivered and performed the Documents to which they are parties, and all parties will duly perform their obligations under the Documents to which they are parties;

(8) that all Governmental Authorizations and other official statement or documentation were obtained from competent PRC Authorities by lawful means; and

(9) that all the Documents are legal, valid, binding and enforceable under all such laws as govern or relate to them, other than PRC Laws.

I. Opinions

Based on the foregoing and subject to the disclosures contained in the Registration Statement and the qualifications set out below, we are of the opinion that, as of the date hereof, so far as PRC Laws are concerned:

(a) Based on our understanding of the PRC Laws (i) the ownership structure of Beijing DiDi and Xiaoju Technology, currently does not and immediately after giving effect to the Offering, will not result in any violation of the applicable PRC Laws; (ii) each of the VIE Agreements is currently valid, binding and enforceable in accordance with its terms and applicable PRC Laws, does not result in any violation of the applicable PRC Laws. However, there are substantial uncertainties regarding the interpretation and application of PRC Laws and future PRC laws, rules and regulations, and there can be no assurance that the PRC Authorities will not take a view that is contrary to or otherwise different from our opinion stated above.

(b) The M&A Rules, among other things, purport to require that an offshore special purpose vehicle controlled directly or indirectly by PRC companies or individuals and formed for purposes of overseas listing through acquisition of PRC domestic interests held by such PRC companies or individuals obtain the approval of the CSRC prior to the listing and trading of such special purpose vehicle’s securities on an overseas stock exchange. The CSRC has not issued any definitive rules or interpretations concerning whether offerings such as the Offering are subject to the CSRC approval procedures under the M&A Rules. Based on our understanding of the PRC Laws (including the M&A Rules), a prior approval from the CSRC is not required under the M&A Rules for the Offering because (i) each of the wholly foreign-owned PRC subsidiaries of the Company was established by means of direct investment rather than by merger with or acquisition of any PRC domestic companies as defined under the M&A Rules; and (ii) there is no statutory provision that clearly classifies the contractual arrangements as transactions regulated by the M&A Rules. However, uncertainties still exist as to how the M&A Rules will be interpreted and implemented and our opinion stated above is subject to any new laws, rules and regulations or detailed implementations and interpretations in any form relating to the M&A Rules.
The statements set forth in the Registration Statement under the heading “Taxation — People’s Republic of China Taxation”, to the extent that the discussion states definitive legal conclusions under PRC tax laws and regulations, subject to the qualifications therein, constitute our opinion on such matters.

II. Qualifications

This opinion is subject to the following qualifications:

(a) This opinion is, in so far as it relates to the validity and enforceability of a contract, subject to (i) any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws affecting creditors’ rights generally, (ii) possible judicial or administrative actions or any PRC Laws affecting creditors’ rights, (iii) certain equitable, legal or statutory principles affecting the validity and enforceability of contractual rights generally under concepts of public interest, interests of the State, national security, reasonableness, good faith and fair dealing, and applicable statutes of limitation; (iv) any circumstance in connection with formulation, execution or implementation of any legal documents that would be deemed materially mistaken, clearly unconscionable, fraudulent, or coercionary at the conclusions thereof; and (v) judicial discretion with respect to the availability of indemnifications, remedies or defenses, the calculation of damages, the entitlement to attorney’s fees and other costs, and the waiver of immunity from jurisdiction of any court or from legal process.

(b) This opinion is subject to the discretion of any competent PRC legislative, administrative or judicial bodies in exercising their authority in the PRC.

(c) This opinion relates only to PRC Laws and there is no assurance that any of such PRC Laws will not be changed, amended or replaced in the immediate future or in the longer term with or without retrospective effect. We express no opinion as to any laws other than PRC Laws.

(d) This opinion is intended to be used in the context which is specially referred to herein and each section should be considered as a whole and no part should be extracted and referred to independently.
This opinion is delivered solely for the purpose of and in connection with the Registration Statement submitted to the U.S. Securities and Exchange Commission on the date of this opinion and may not be used for any other purpose without our prior written consent.

We hereby consent to the use of this opinion in, and the filing hereof as an exhibit to, the Registration Statement, and to the use of our firm’s name under the captions “Risk Factors”, “Enforceability of Civil Liabilities”, “Corporate History and Structure” and “Legal Matters” in the Registration Statement. In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the U.S. Securities Act of 1933, as amended, or the regulations promulgated thereunder.

Yours sincerely,

/s/ Fangda Partners
Fangda Partners
Appendix A List of VIE Agreements

(a) Exclusive Business Cooperation Agreement entered into by and between Beijing Didi Infinity Technology and Development Co., Ltd. and Beijing Xiaoju Science and Technology Co., Ltd. dated as of May 6, 2013;

(b) Exclusive Option Agreement entered into by and among Beijing Didi Infinity Technology and Development Co., Ltd., Beijing Xiaoju Science and Technology Co., Ltd. and CHENG Wei dated as of March 11, 2016;

(c) Exclusive Option Agreement entered into by and among Beijing Didi Infinity Technology and Development Co., Ltd., Beijing Xiaoju Science and Technology Co., Ltd. and WANG Gang dated as of March 11, 2016;

(d) Exclusive Option Agreement entered into by and among Beijing Didi Infinity Technology and Development Co., Ltd., Beijing Xiaoju Science and Technology Co., Ltd. and ZHANG Bo dated as of March 11, 2016;

(e) Exclusive Option Agreement entered into by and among Beijing Didi Infinity Technology and Development Co., Ltd., Beijing Xiaoju Science and Technology Co., Ltd. and CHEN Ting dated as of March 11, 2016;

(f) Exclusive Option Agreement entered into by and among Beijing Didi Infinity Technology and Development Co., Ltd., Beijing Xiaoju Science and Technology Co., Ltd. and WU Rui dated as of March 11, 2016;

(g) Share Pledge Agreement entered into by and among Beijing Didi Infinity Technology and Development Co., Ltd., Beijing Xiaoju Science and Technology Co., Ltd. and CHENG Wei dated as of May 6, 2013;

(h) Share Pledge Agreement entered into by and among Beijing Didi Infinity Technology and Development Co., Ltd., Beijing Xiaoju Science and Technology Co., Ltd. and WANG Gang dated as of May 6, 2013;

(i) Share Pledge Agreement entered into by and among Beijing Didi Infinity Technology and Development Co., Ltd., Beijing Xiaoju Science and Technology Co., Ltd. and ZHANG Bo dated as of May 26, 2015;
Share Pledge Agreement entered into by and among Beijing Didi Infinity Technology and Development Co., Ltd., Ltd., Beijing Xiaoju Science and Technology Co., Ltd. and CHEN Ting dated as of May 26, 2015;

Share Pledge Agreement entered into by and among Beijing Didi Infinity Technology and Development Co., Ltd., Ltd., Beijing Xiaoju Science and Technology Co., Ltd. and WU Rui dated as of May 26, 2015;

Power of Attorney executed by CHENG Wei dated as of May 26, 2015;

Power of Attorney executed by WANG Gang dated as of May 26, 2015;

Power of Attorney executed by ZHANG Bo dated as of May 26, 2015;

Power of Attorney executed by CHEN Ting dated as of May 26, 2015;

Power of Attorney executed by WU Rui dated as of May 26, 2015.
June 10, 2021

Xiaoju Kuaizhi Inc.
No. 1 Block B, Shangdong Digital Valley
No. 8 Dongbeiwang West Road
Haidian District, Beijing
People’s Republic of China

Re: Xiaoju Kuaizhi Inc. (the “Company”)

Ladies and Gentlemen,

We understand that the Company plans to file a registration statement on Form F-1 (the “Registration Statement”) with the United States Securities and Exchange Commission (the “SEC”) in connection with its proposed initial public offering.

We hereby consent to the references to our name and the inclusion of information, data and statements from our research reports and amendments thereto (collectively, the “Reports”), and any subsequent amendments to the Reports, as well as the citation of our research reports and amendments thereto, in the Registration Statement and any amendments thereto, in any other future filings with the SEC by the Company, including, without limitation, filings on Form 20-F or Form 6-K or other SEC filings (collectively, the “SEC Filings”), on the websites of the Company and its subsidiaries and affiliates, in institutional and retail road shows and other activities and publicity materials in connection with its proposed initial public offering.

We further hereby consent to the filing of this letter as an exhibit to the Registration Statement and any amendments thereto and as an exhibit to any other SEC Filings.

Yours faithfully,

For and on behalf of
China Insights Industry Consultancy Limited

/s/ Leon Zhao
Leon Zhao
Partner
Xiaoju Kuaizhi Inc.

No. 1 Block B, Shangdong Digital Valley
No. 8 Dongbeiwang West Road
Haidian District, Beijing
People’s Republic of China

Re: Xiaoju Kuaizhi Inc. (the “Company”)

Ladies and Gentlemen,

We understand that the Company plans to file a registration statement on Form F-1 (the “Registration Statement”) with the United States Securities and Exchange Commission (the “SEC”) in connection with its proposed initial public offering.

We hereby consent to the references to our name and the inclusion of information, data and statements from our research reports and amendments thereto (collectively, the “Reports”), and any subsequent amendments to the Reports, as well as the citation of our research reports and amendments thereto, in the Registration Statement and any amendments thereto, in any other future filings with the SEC by the Company, including, without limitation, filings on Form 20-F or Form 6-K or other SEC filings (collectively, the “SEC Filings”), on the websites of the Company and its subsidiaries and affiliates, in institutional and retail road shows and other activities and publicity materials in connection with its proposed initial public offering.

We further hereby consent to the filing of this letter as an exhibit to the Registration Statement and any amendments thereto and as an exhibit to any other SEC Filings.

Yours faithfully,

For and on behalf of
iResearch Consulting Group

/s/ Nelly Jin
Nelly Jin
Title: Partner