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

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**FORM 20-F**

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(Mark One)

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

OR

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

For the fiscal year ended December 31, 2016

OR

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

OR

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

Date of event requiring this shell company report \_\_\_\_\_

Commission file number: 001-36222

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**Autohome Inc.**

(Exact name of registrant as specified in its charter)

N/A

(Translation of Registrant's name into English)

Cayman Islands

(Jurisdiction of incorporation or organization)

10th Floor Tower B, CEC Plaza  
3 Dan Ling Street

Haidian District, Beijing 100080  
The People's Republic of China  
(Address of principal executive offices)

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The People's Republic of China

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Persons)

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

Title of Each Class  
Class A ordinary shares, par value US\$0.01 per share\*

Name of Each Exchange on Which Registered  
The New York Stock Exchange

\* Not for trading, but only in connection with the listing on The New York Stock Exchange of the American depository shares ("ADSs"). Currently, one ADS represents one Class A ordinary share.

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

None  
(Title of Class)

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

None  
(Title of Class)

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Indicate the number of outstanding shares of each of the Issuer's classes of Shares as of the close of the period covered by the annual report.  
115,297,224 Class A ordinary shares, par value US\$0.01 per share, and 0 Class B ordinary shares, par value US\$0.01 per share, were outstanding as

**of December 31, 2016.**

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

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

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

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

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

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

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

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

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

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

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the Registrant has elected to follow: Item 17  Item 18

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

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

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

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## INTRODUCTION

Unless otherwise indicated and except where the context otherwise requires, references in this annual report on Form 20-F to:

- “ADSs” are to our American depositary shares, each of which represents one Class A ordinary share;
- “CAGR” refers to compound annual growth rate;
- “China” or the “PRC” are to the People’s Republic of China, excluding, for the purpose of this annual report only, Hong Kong, Macau and Taiwan;
- “shares” or “ordinary shares” are our ordinary shares, par value US\$0.01 per share, before our initial public offering, or IPO, and our Class A and Class B ordinary shares, par value US\$0.01 per share, after our initial public offering;
- “RMB” and “Renminbi” are to the legal currency of China;
- “we,” “us,” “our,” “our company” and “the Company” are to Autohome Inc., its predecessors, subsidiaries and variable interest entities, or VIEs;
- “U.S. GAAP” refers to generally accepted accounting principles in the United States; and
- “\$,” “dollars,” “US\$” or “U.S. dollars” refers to the legal currency of the United States.

## FORWARD-LOOKING STATEMENTS

This annual report contains forward-looking statements that reflect our current expectations and views of future events. The forward-looking statements are contained principally in the sections entitled “Item 3. Key Information—D. Risk Factors,” “Item 4. Information on the Company—B. Business Overview” and “Item 5. Operating and Financial Review and Prospects.” These forward-looking statements are made under the “safe-harbor” provisions of the U.S. Private Securities Litigation Reform Act of 1995. Known and unknown risks, uncertainties and other factors, including those listed under “Item 3. Key Information—D. Risk Factors,” may cause our actual results, performance or achievements to be materially different from those expressed or implied by the forward-looking statements.

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

- our ability to attract and retain users and customers;
- our business strategies and initiatives as well as our new business plans;
- our future business development, financial condition and results of operations;
- our ability to further enhance our brand recognition;
- our ability to attract, retain and motivate key personnel;
- competition in our industry in China; and
- relevant government policies and regulations relating to our industry.

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These forward-looking statements involve various risks and uncertainties. Although we believe that our expectations expressed in these forward-looking statements are reasonable, our expectations may later be found to be incorrect. Our actual results could be materially different from our expectations. Other sections of this annual report include additional factors that 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. You should read thoroughly this annual report and the documents that we refer to with the understanding that our actual future results may be materially different from, or worse than, what we expect. We qualify all of our forward-looking statements by these cautionary statements.

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

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

### **PART I.**

#### **ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISORS**

Not applicable.

#### **ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE**

Not applicable.

#### **ITEM 3. KEY INFORMATION**

##### **A. Selected Financial Data**

The following tables present the selected consolidated financial information for our company. Our selected consolidated statements of operations data presented below for the years ended December 31, 2014, 2015 and 2016 and our selected consolidated balance sheet data as of December 31, 2015 and 2016 have been derived from our consolidated financial statements, which are included in this annual report beginning on page F-1. Our selected consolidated balance sheet data as of December 31, 2012, 2013 and 2014 and the selected consolidated statements of operations data for 2012 and 2013 presented below have been derived from our consolidated financial statements not included in this annual report. Our historical results for any period are not necessarily indicative of results to be expected for any future period. You should read the following selected financial data in conjunction with the consolidated financial statements and related notes and the information under “Item 5. Operating and Financial Review and Prospects” in this annual report. Our audited consolidated financial statements are prepared and presented in accordance with U.S. GAAP.

	For the Year Ended December 31,					
	(in thousands, except for number of shares and per share data)					
	2012	2013	2014	2015	2016	
RMB	RMB	RMB	RMB	RMB	US\$	
<b>Selected Consolidated Statements of Operations Data:</b>						
<b>Net revenues</b>	732,520	1,216,548	2,132,949	3,463,975	5,961,621	858,652
Cost of revenues	(178,240)	(252,236)	(381,498)	(669,121)	(2,393,165)	(344,687)
<b>Gross profit</b>	554,280	964,312	1,751,451	2,794,854	3,568,456	513,965
<b>Operating expenses</b>						
Sales and marketing expenses	(129,796)	(245,228)	(559,070)	(1,127,484)	(1,536,939)	(221,365)
General and administrative expenses	(83,153)	(82,529)	(129,751)	(193,655)	(306,794)	(44,188)
Product development expenses	(42,865)	(81,651)	(158,395)	(273,908)	(571,354)	(82,292)
<b>Operating profit</b>	298,466	554,904	904,235	1,199,807	1,153,369	166,120
Interest income	5,093	11,082	34,682	63,218	88,168	12,699
Interest expense	—	(414)	—	—	—	—
Earnings/(loss) from equity method investments	—	—	—	102	(6,638)	(956)
Other income, net	310	2,884	2,544	13,064	13,953	2,010
<b>Income before income taxes</b>	303,869	568,456	941,461	1,276,191	1,248,852	179,873
Income tax expense	(90,988)	(112,294)	(192,781)	(285,542)	(32,629)	(4,700)
<b>Net income</b>	212,881	456,162	748,680	990,649	1,216,223	175,173
Net loss attributable to noncontrolling interests	—	—	—	—	11,691	1,684
<b>Net income attributable to Autohome Inc.</b>	212,881	456,162	748,680	990,649	1,227,914	176,857
<b>Earnings per share for ordinary shares</b>						
Basic	2.13	4.57	7.01	8.83	10.75	1.55
Diluted	2.12	4.37	6.64	8.57	10.58	1.52
<b>Weighted average number of shares used to compute earnings per share<sup>(1)</sup></b>						
<b>Ordinary shares<sup>(2)</sup>:</b>						
Basic	100,000,000	99,898,154	106,735,303	112,227,405	114,237,600	114,237,600
Diluted	100,650,652	104,329,226	112,831,585	115,646,826	116,036,327	116,036,327
Dividend per share <sup>(3)</sup>	—	—	—	—	—	—

- (1) Earnings per share for ordinary shares (Diluted) for each year from 2012 to 2016 were computed after taking into account the dilutive effect of the shares underlying our employees' share-based awards.
- (2) Represents our ordinary shares, par value US\$0.01 per share, before our IPO, and our Class A and Class B ordinary shares, par value US\$0.01 per share, after our IPO. As holders of Class A and Class B ordinary shares have the same dividend right in our undistributed earnings, the basic and diluted net income per Class A ordinary share and Class B ordinary share are the same for all the periods presented during which there were two classes of ordinary shares. The weighted average number of shares represents the sum of the weighted average number of Class A and Class B ordinary shares. Please see "Earnings per Share" under Note 18 to our audited consolidated financial statements included in this annual report for additional information regarding the computation of the per share amounts and the weighted average number of Class A and Class B ordinary shares.

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- (3) Dividends distributed to our shareholders in the fiscal years ended 2012 and 2013 were one-time distributions due to special circumstances. See “Item 8. Financial Information—A. Consolidated Statements and Other Financial Information—Dividend Policy.”

	As of December 31,					US\$
	2012	2013	2014	2015	2016	
	RMB	RMB	RMB	RMB	RMB	
	(in thousands)					
<b>Selected Consolidated Balance Sheet Data:</b>						
Cash and cash equivalents, restricted cash and short-term investments	420,576	1,383,613	2,772,191	4,169,053	5,733,321	825,770
Accounts receivable, net	326,071	465,712	736,695	1,075,456	1,205,924	173,689
Total current assets	786,192	1,899,265	3,640,766	5,742,475	7,531,760	1,084,800
Total assets	2,379,673	3,512,950	5,278,515	7,530,076	9,392,026	1,352,734
Deferred revenue	94,392	213,240	438,797	872,487	1,012,143	145,779
Total current liabilities	336,292	789,818	1,080,657	2,156,534	2,544,040	366,419
Total liabilities	821,698	1,300,586	1,613,092	2,679,040	3,040,813	437,969
Total Autohome Inc. shareholders' equity	1,557,975	2,212,364	3,665,423	4,851,036	6,360,404	916,089
Total equity	1,557,975	2,212,364	3,665,423	4,851,036	6,351,213	914,765

## Exchange Rate Information

Substantially all of our operations are conducted in China and substantially all of our revenues are denominated in RMB. This annual report contains translations of RMB amounts into U.S. dollars at specific rates solely for the convenience of the reader. Unless otherwise noted, all translations from RMB to U.S. dollars and from U.S. dollars to RMB in this annual report were made at a rate of RMB6.9430 to US\$1.00, the noon buying rate in The City of New York for cable transfers of RMB as certified for customs purposes by the Federal Reserve Bank of New York on December 30, 2016. We make no representation that any RMB or U.S. dollar amounts could have been, or could be, converted into U.S. dollars or RMB, as the case may be, at any particular rate, at the rates stated below, or at all. The PRC government imposes control over its foreign currency reserves in part through direct regulation of the conversion of RMB into foreign exchange and through restrictions on foreign trade. On April 14, 2017, the noon buying rate was RMB6.8835 to US\$1.00.

The following table sets forth information concerning exchange rates between the RMB and the U.S. dollar for the periods indicated.

Period	Noon Buying Rate			
	Period End	Average(1)	Low	High
	(RMB per US\$1.00)			
2012	6.2301	6.2990	6.3879	6.2221
2013	6.0537	6.1412	6.2438	6.0537
2014	6.2046	6.1704	6.2591	6.0402
2015	6.4778	6.2869	6.4896	6.1870
2016	6.9430	6.6549	6.9580	6.4480
October	6.7735	6.7303	6.7819	6.6685
November	6.8837	6.8402	6.9195	6.7534
December	6.9430	6.9198	6.9580	6.8771
2017				
January	6.8768	6.8907	6.9575	6.8360
February	6.8665	6.8694	6.8821	6.8517
March	6.8832	6.8940	6.9132	6.8687
April (through April 14)	6.8835	6.8899	6.8988	6.8832

Source: Federal Reserve Statistical Release

- (1) Annual averages are calculated from month-end rates. Monthly averages are calculated using the average of the daily rates during the relevant period.

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### **B. Capitalization and Indebtedness**

Not applicable.

### **C. Reasons for the Offer and Use of Proceeds**

Not applicable.

### **D. Risk Factors**

*An investment in our capital stock involves a high degree of risk. You should carefully consider the risks described below, together with all of the other information included in this annual report, before making an investment decision. If any of the following risks actually occurs, our business, financial condition or results of operations could suffer. In that case, the trading price of our capital stock could decline, and you may lose all or part of your investment.*

#### **Risks Related to Our Business and Industry**

***We rely on China's automotive industry for substantially all of our revenues and future growth, the prospects of which are subject to many uncertainties, including government regulations and policies.***

We rely on China's automotive industry for substantially all of our revenues and future growth. We have greatly benefited from the growth of China's automotive industry during the past few years. However, China's automotive industry is still at an early stage of development and is subject to many uncertainties. We cannot predict how this industry will develop in the future. Further, the growth of China's automotive industry could be affected by many factors, including general economic conditions in China, the urbanization rate of China's population, the growth of disposable household income, the cost of new automobiles as well as tax and incentives related to automobile purchases. In addition, governmental policies may have a considerable impact on the growth of the automotive industry in China. For example, in an effort to alleviate traffic congestion and improve air quality, the Beijing municipal government issued a regulation in December 2010 to limit the number of new passenger vehicle plates issued in Beijing each year to 240,000 commencing in 2011, and the limitation was subsequently further reduced to 150,000 starting from 2014. There are similar policies that restrict the issuance of new passenger vehicle plates in several other major cities in China. In October 2013, the Beijing municipal government issued an additional regulation to limit the total number of vehicles in Beijing to no more than six million by the end of 2017. In 2015, the PRC government released high automobile emission standards and new tax benefits for electric cars. Since late 2014, the PRC government has released a series of incentive policies for new energy-efficient vehicles. Beginning from late 2011, the National Development and Reform Commission, or the NDRC, one of China's antitrust regulatory authorities, initiated a series of investigations into the pricing practices of foreign automobile companies in China in connection with allegations of the lack of fair competition. These investigations may lead to price reductions due to enhanced competition. Such regulatory developments, as well as other uncertainties, may adversely affect the growth prospects of China's automotive industry, and in turn reduce demand for automobiles. If automakers and automobile dealers were to reduce their marketing expenditures as a result, our business, financial condition and results of operations could be materially and adversely affected.



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***We face significant competition, and if we fail to compete effectively, we may lose market share and our business, prospects and results of operations may be materially and adversely affected.***

The markets for our services are highly competitive. With respect to our advertising services, we face competition from China's automotive vertical websites and mobile applications, such as *Xcar*, *PCauto* and *BitAuto*, from the automotive channels of major internet portals, such as *Sina* and *Sohu*, and from companies engaged in online, mobile social media, news, video and live-streaming applications. We may also face competition from companies engaged in the online automobile transaction business, such as *Alibaba*, *JD* and *BitAuto*, as we develop our automobile online marketplace. In addition, we also face competition from other online used-automobile platforms, such as *51auto*, *Youxinpai*, *Guazi* and *Renrenche* and companies engaged in social media business, such as *Jinri Toutiao* and *Tencent*. Competition with these and other websites and mobile applications is primarily centered on increasing user reach, user engagement and brand recognition, relationships with the suppliers, and attracting and retaining advertisers or customers, among other factors.

Some of our competitors or potential competitors have longer operating histories and may have greater financial, management, technological, development, sales, marketing and other resources than we do. They may use their experience and resources to compete with us in a variety of ways, including by competing more heavily for users, advertisers and dealers, investing more heavily in research and development and making acquisitions. Some of our competitors have entered or may enter into business cooperation agreements with search engines, which may impact our ability to obtain additional user traffic from the same sources. Our competitors may be acquired and consolidated by, or cooperate with, industry conglomerates who are able to further invest with significant resources into our operating space. We cannot assure you that any such large internet business will not in the future focus on the automotive sector. If we are unable to compete effectively and at a reasonable cost against our existing and future competitors, our business, prospects and results of operations could be materially and adversely affected.

For our media business, we also face competition from traditional advertising media, such as newspapers, magazines, yellow pages, television, radio and outdoor media. Advertisers in China generally allocate a significant portion of their marketing budgets to traditional advertising media. If we cannot effectively compete with traditional media for the marketing budgets of our existing and potential customers, our results of operations and growth prospects could be adversely affected. For our online marketplace, as online automobile transaction is a relatively new business model and consumers in China might be accustomed to make automobile purchases offline, we cannot guarantee that the automobile consumers in China will accept such business model. If we cannot earn consumer recognition and trust in our transaction business, our results of operations and growth prospects could be adversely affected.

***We may not be able to manage our expansion and new business initiatives effectively.***

We have experienced rapid growth in our business in recent years. The number of our employees has grown rapidly from 1,771 as of December 31, 2014 to 3,292 as of December 31, 2015 and 3,752 as of December 31, 2016. Our net revenues increased from 2,132.9 million in 2014 to RMB3,464.0 million in 2015 and RMB5,961.6 million (US\$858.7 million) in 2016, representing a CAGR of 67.2%. We expect to continue to grow our user base and our business operations. We have begun to implement our future strategy to integrate four key market segments in our consumer centric automotive ecosystem, namely auto-media, auto-ecommerce, auto-finance and auto-lifestyle.

Our rapid expansion and new business initiatives may expose us to new challenges and risks. We may not have sufficient experience in executing our new business initiatives. To manage the further expansion of our business, we need to continuously expand and enhance our infrastructure and technology, and improve our operational and financial systems, procedures and internal controls. We also need to train, manage and motivate our growing employee base. In addition, we need to maintain and expand our relationships with automaker and dealer advertisers, advertising agencies and other third parties. We cannot assure you that our current and planned personnel, infrastructure, systems, procedures and controls will be adequate to support our expanding operations. We may be required to further increase our research and development expenses in order to enhance our technology capabilities, such as augmented reality (AR) technologies and big data technologies, to support any such expansion and our efforts may not be effective. In the future, we may also commit our resources to develop and expand our new business strategies, such as auto-finance. In addition, we need to quickly respond to the market reaction to our new business initiatives and adjust accordingly. If we fail to manage our expansion and new business initiatives effectively or efficiently, our business and results of operations may be materially and adversely affected.

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***If we are unable to grow our transaction business, we may not be able to achieve our expected business growth and our results of operations may be adversely affected.***

We started to develop our transaction business in 2014 and have expanded to include direct vehicle sales and commission-based services facilitating transactions through our transaction platform. In June 2014, we launched Autohome Mall, an online transaction platform that we believe will allow us to be a transaction facilitator as we develop our transaction business. In late 2016, we gradually shifted the focus to becoming an asset-light vehicle e-commerce platform. We cannot guarantee you our change of focus will be successful to meet the customers' expectation or demand for vehicles on our transaction platform. We will need to react quickly to meet the changing consumer preferences and buying trends relating to our transaction business. We will also face competition from other websites engaged in the online automobile transaction business, from traditional dealerships. Furthermore, we must keep up to date with competitive technology trends, including the use of new or improved technology, creative user interfaces and other transaction marketing tools, such as paid search and mobile applications among others, which may increase our costs and which may not succeed in increasing sales or attracting consumers. Developing the transaction business may require significant investment in product development, sales and marketing and working capital, and we may not be able to get the expected return on our investment. As online automobile transaction is a relatively new business model, we cannot guarantee that the automobile consumers in China will accept such business model. Due to the limited operating history of our transaction business, we cannot predict that whether the consumers, automakers or dealers will trust our platform or view us as an option for automobile transaction. Our failure to successfully mitigate these risks and uncertainties might adversely affect the sales or margins in our transaction business, as well as damage our reputation and brand.

If we are not able to effectively attract the consumers and automakers or dealers to complete the automobile transaction on our platform, the service fees we receive from our transaction business may be negatively affected. Finally, developing the transaction business may take up our management's time and allow them less time to focus on our existing core business. Our transaction business is substantially dependent on the new vehicle sales level in China, which is sensitive to changing economic conditions. China's political relationships with other countries, particularly those related to or associated with automakers, may affect both supply and demand for the relevant automaker's products. There can be no assurance that PRC consumers will not alter their brand perception or preferences as a result of adverse changes to the state of political relationships between China and other relevant countries.

Also, we cannot guarantee you that we can effectively manage our inventory. In connection with the asset-light and platform-oriented business strategy, we adopted inventory-clearance of our direct sales vehicles in the fourth quarter of 2016 and incurred a write-down of RMB50.2 million (US\$7.2 million) in 2016. We might further incur a decline in inventory values, or inventory write-downs or write-offs in the near future. In addition, the success of our transaction business depends, in part, on third parties and factors over which we have limited control. For example, we rely on our dealership partners to perform order fulfillments for vehicles sold on our platform. We may not have full control over the order fulfillment procedures, and any dissatisfaction from the consumers might harm our reputation.

***If we fail to attract and retain users and advertisers, our business and results of operations may be materially and adversely affected.***

In order to maintain and strengthen our position as the leading online destination for automobile consumers in China, we must continue to attract and retain users to our websites and mobile applications, which requires us to continue to provide quality content throughout the automobile-ownership cycle. We must also innovate and introduce services and applications that enhance user experience. In addition, we must maintain and enhance our brand recognition among consumers. If we fail to provide high-quality content, offer a superior user experience or maintain and enhance our brand recognition, we may not be able to attract and retain users. Also, the user experience we offer to automobile consumers may be negatively affected by the non-automobile advertisements displayed on our websites and applications. If our user base decreases, our websites may be rendered less attractive to advertisers and our media services and leads generation services revenues may decline, which may have a material and adverse impact on our business, financial condition and results of operations. For our leads generation services, if our service delivery model doesn't gain sufficient market acceptance, we may not be able to sustain our revenue growth and operating profit.

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### ***We may not be able to successfully monetize and expand our mobile internet services.***

We plan to continue to expand our mobile internet services and explore monetization strategies for our mobile internet services. We have made significant efforts in recent years to optimize the mobile version of our websites and mobile applications to display our content and develop new mobile applications to capture a greater number of users that access our services through mobile devices. For example, the number of our average daily unique users who access our websites via mobile devices and the number of our average daily unique users of our mobile applications amounted to approximately 9.4 million and 8.1 million, respectively, in December 2016. We plan to devote more resources to enhance the functions and user interface of our mobile applications. However, if we are unable to attract and retain a substantial number of mobile device users, or if we do not keep up with our competitors in developing attractive services that are adapted for such mobile devices, we may fail to capture a significant share of an increasingly important portion of the mobile internet market for our services or lose existing users. Our limited experience in monetizing our mobile internet services makes it difficult to predict whether we will succeed in developing mobile applications that appeal to automakers and dealers. Our experience in developing browser-based applications may not be relevant to developing mobile applications.

We believe an increasing number of sales leads were generated from our mobile applications as evidenced by the significant increase of our advertising revenue via our mobile platform. However, we cannot guarantee you that monetization strategies for our mobile internet services will continue to be successful. Although advertisers began to focus more on mobile channels, advertisers currently still spend less on advertising on mobile devices as compared to advertising on PCs, and may not increase their advertising spending on mobile devices in the future. If our users continue to allocate more time on our mobile services instead of our traditional PC services, mobile monetization may become increasingly important to our results of operations. Accordingly, if we are unable to successfully implement monetization strategies for our mobile internet users, our results of operations may be negatively affected.

### ***A limited number of automaker advertisers have accounted for, and are expected to continue to account for, a large portion of our media services revenues. The failure to maintain or to increase revenues from these advertisers could harm our prospects.***

A limited number of automaker advertisers have accounted for, and are expected to continue to account for, a large portion of our media services revenues. In each of 2014, 2015 and 2016, 85, 87 and 95 automakers operating in China used our media services. These automakers include independent Chinese automakers, joint ventures between Chinese and international automakers and international automakers that sell cars made outside of China. In 2016, our top five automaker advertisers contributed 22.8% of our media services revenues. We believe that our major future revenue growth will be focused on deepening our existing commercial relationships with automakers to increase our share of each automaker's advertising budget. There is no assurance that our relationships with any of our existing automaker customers will continue in the future. If we lose one or more of our important automaker customers, or if they materially reduce their purchase of our services, our results of operations would be materially and adversely affected.

Due to the limited number of automakers operating in China and our revenue concentration attributable to a small number of these companies, any of the following events, among others, may cause a material decline in our revenue and materially and adversely affect our results of operations and prospects:

- contract reduction, delay or cancellation by one or more significant advertisers and our failure to identify and acquire additional or replacement advertisers;
- a substantial reduction by one or more of our significant advertisers in the price they are willing to pay for our services; and

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- financial difficulty of one or more of our significant advertisers who become unable to make timely payment for the advertisements placed on our websites and mobile applications.

### ***We may not be able to successfully monetize our dealer network.***

We had local sales and service representatives covering 204 cities across China as of December 31, 2016. We intend to increase our penetration in existing dealer advertising and subscription services markets. We have implemented business strategies to further monetize our large dealer network by increasing the average spending of our existing dealer subscribers and upselling our premium packages with higher rates for our leads generation services. We have been continuously integrating new technologies into our dealer digital platform. However, our monetization and expansion strategies, including our “share of wallet” approach, sales and marketing efforts designed to attract dealer advertisers and maximize the pool of dealer subscribers, may be unsuccessful. In addition, as China is a large and diverse country and business practices and demands may vary significantly by region and by the level of development of the cities, our experience in the markets in which we currently operate may not be applicable in every part of China or in the lower tier cities in China. If we are unable to successfully monetize and expand our dealer network and to generate sufficient revenues to cover our increased costs and expenses, our business and results of operations may be materially and adversely affected.

### ***Our business depends on strong brand recognition, and failing to maintain or enhance our brands could adversely affect our business and prospects.***

Maintaining and enhancing our “Autohome” and “Che168” brands is critical to our business and prospects. We believe that brand recognition will become increasingly important as the number of internet users in China grows and competition in our industry intensifies. A number of factors could prevent us from successfully promoting our brands, including user dissatisfaction with the content offered on our websites or mobile applications, negative publicity involving our business and the failure of our sales and marketing activities. If we fail to maintain and enhance our brands, or if we incur excessive expenses in this effort, our business, results of operations and financial condition will be materially and adversely affected.

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

We have incurred expenses on a variety of different marketing and brand promotion efforts designed to enhance our brand recognition and increase sales of our products and services. Our marketing and promotional activities may not be well received by customers and may not result in the levels of sales of products and services that we anticipate. We incurred RMB559.1 million, RMB1,127.5 million and RMB1,536.9 million (US\$221.4 million) in sales and marketing expenses in 2014, 2015 and 2016, respectively, representing 26.2%, 32.6% and 25.8% respectively, of total net revenues in the corresponding years. Marketing approaches and tools in the consumer products market in China are evolving. This further requires us to enhance our marketing approaches and experiment with new marketing methods to keep pace with industry developments and consumer preferences, which may not be as cost-effective as our marketing activities in the past and may lead to significantly higher marketing expenses in the future. We conducted various sales and marketing initiatives to promote our brands through websites, search engines, mobile platforms and navigation sites, for example, the annual “Singles’ Day” event. We also conducted various offline promotional activities and cooperated with brands and dealers for promotions in target regions. We may not be able to continue or conduct these activities efficiently, and our marketing activities may not yield satisfactory results. Failure to refine our existing marketing approaches or to introduce new effective marketing approaches in a cost-effective manner could impact our net revenues and profitability.

### ***Inaccuracy in pricing and listing information provided by our dealer customers may adversely affect our business and financial performance.***

Our automobile listings and promotional information are provided and continuously updated by our dealer customers. Users interested in particular vehicle models can conveniently search for up-to-date information on such models without having to visit the local showrooms of relevant dealers. If such listings and promotional information provided by our dealer customers are frequently inaccurate or not reliable, our users may lose faith in our websites and mobile applications, resulting in reduced user traffic to our websites and mobile applications and diminished value to advertisers. We may receive more customer complaints, and we may need to allocate more resources in responding and handling such complaints. We cannot guarantee that such complaints will be resolved in satisfactory. Our reputation could be harmed, which could adversely affect our business and financial performance.

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***If we are unable to maintain our relationships with advertising agencies or if we are unable to collect accounts receivable from advertising agencies in a timely manner, our results of operations and prospects may be materially and adversely affected.***

Although we consider automakers and automobile dealers to be our end-customers for our media services, we sell our advertising services and solutions primarily to third-party advertising agencies that represent the automakers and automobile dealers, as is customary in China. We do not have long-term cooperation agreements or exclusive arrangements with these agencies and they may elect to direct business to other advertising service providers, including our competitors. If we fail to retain and enhance our business relationships with third-party advertising agencies, we may suffer from a loss of advertisers and our business, financial condition, results of operations and prospects may be materially and adversely affected. In our agreements with certain major advertising agencies, we undertake to provide them with most favored pricing terms. Such most favored pricing terms may hinder our ability to acquire new customers using special pricing terms.

In addition, we rely on third-party advertising agencies for the collection of payment from our advertisers. As a result, the financial soundness of our advertising agencies may affect our collection of accounts receivables. We make a credit assessment of the advertising agency to evaluate the collectability of the advertising service fees before entering into an advertising contract. However, we cannot assure you that we will be able to accurately assess the creditworthiness of each advertising agency, and any failure of advertising agencies to pay us in a timely manner may adversely affect our liquidity and cash flows.

***If online advertising does not continue to grow in China, our ability to increase revenue and profitability could be materially and adversely affected.***

The use of the internet as a marketing medium in China has been growing recently but remains in an early stage as compared to the developed markets. The expansion of China's internet population may be limited by a number of factors, including limitations on network infrastructure and social and political uncertainties, among others.

Many of our current and potential advertisers and dealer subscribers have limited experience with the internet as a marketing medium, and they have not devoted a significant portion of their marketing budgets to online marketing and promotion until recently. As a result, they may not consider the internet as the most effective medium to promote or sell automobiles as compared to traditional print and broadcast media. Our ability to increase revenue and profitability from online marketing may be adversely impacted by a number of factors, many of which are beyond our control, including:

- difficulties associated with developing a larger user base with demographic characteristics attractive to advertisers;
- increased competition and potential downward pressure on online advertising prices;
- difficulties in acquiring and retaining advertisers or dealer subscribers;
- uncertainties and changes in regards to PRC regulations on internet advertisements;
- failure to develop an independent and reliable means of verifying online traffic; and
- decreased use of the internet or online marketing in China.

If the internet does not become more widely accepted as an effective media platform for advertising and marketing by China's automotive industry, our business, financial condition and results of operations could be materially and adversely affected.

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***If we are unable to grow our used automobile-related business through our repositioned che168.com website, we may not be able to achieve our expected business growth and our results of operations may be adversely affected.***

Historically, we have delivered content related to new and used automobiles through both *autohome.com.cn* and *che168.com* websites whose user bases overlap to some extent. We redesigned our *che168.com* website in October 2011 to focus on used automobile information and content. Through this website, we offer used automobile listing services to dealers and individual car owners through a user interface that allows potential used car buyers to identify listings that meet their specific requirements and contact the dealer or individual selling the selected car.

We may not be able to successfully grow our used automobile-related business through our repositioned *che168.com* website and our used car transaction platforms. Although the used automobile market in China is growing due to the increased number of consumer-owned automobiles, there is still significant uncertainty regarding the extent to which our used automobile- business may benefit from such growth. We may not be able to attract a broad user base to our *che168.com* website. Even if we are able to grow our user base, we may not be able to establish a business model that allows us to successfully monetize the user traffic. We may not be able to successfully facilitate used car transactions and our services might not be satisfactory to the used car buyers or sellers. In such cases, we may not be able to achieve our expected business growth and our results of operations may be adversely affected.

***Our business is subject to fluctuations, which makes our results of operations difficult to predict and may cause our quarterly results of operations to fall short of expectations.***

Our quarterly revenues and other operating results have fluctuated in the past and may continue to fluctuate depending upon a number of factors, many of which are beyond our control. Our business experiences seasonal variations in association with the demand for automobiles in China. For example, the first quarter of each year generally contributes the lowest portion of our annual net revenues primarily due to a slowdown in business activity around and during the Chinese New Year holiday, which occurs during the period. Consequently, our results of operations may fluctuate from quarter to quarter. For these reasons, comparing our operating results on a period-to-period basis may not be meaningful, and you should not rely on our historical results as an indication of our future performance. As each of our business lines may have different seasonality factors and the mix of our revenue source may shift from year to year, our past performance may not be indicative of future trends.

In addition, because a significant portion of our media services is attributable to new model promotion campaigns, the timing of new car releases of our major automaker advertisers can have a significant impact on our results of operations. The timing of such releases, however, is subject to uncertainty due to various factors, such as automakers' design or manufacturing issues, marketing conditions and government incentives or restrictions. These factors may make our results of operations difficult to predict and cause our quarterly results of operations to fall short of expectations.

***Problems with our network infrastructure or information technology systems could impair our ability to provide services.***

Our ability to provide our users with a high quality online experience depends on the continuing operation and scalability of our network infrastructure and information technology systems. Our systems are potentially vulnerable to damage or interruption as a result of earthquakes, floods, fires, extreme temperatures, power loss, telecommunications failures, technical error, computer viruses, hacking or similar events. We may encounter problems when upgrading our systems or services and undetected programming errors could adversely affect the performance of the software we use to provide our services. The development and implementation of software upgrades and other improvements to our internet services is a complex process, and issues not identified during pre-launch testing of new services may only become evident when such services are made available to our entire user base.

In addition, we rely on content delivery networks, data centers and other network facilities provided by third parties. Any disruption to these network facilities may result in service interruptions, decreases in connection speed, degradation of our services or the permanent loss of user data and uploaded content. If we experience frequent or persistent service disruptions, whether caused by failures of our own systems or those of third-party service providers, our reputation or relationships with our users or advertisers may be damaged and our users and advertisers may switch to our competitors, which may have a material adverse effect on our business, financial condition and results of operations.

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### ***Computer viruses and “hacking” may cause delays or interruptions on our systems and may reduce use of our services and damage our reputation and brand.***

Computer viruses and “hacking” may cause delays or other service interruptions on our systems. “Hacking” involves efforts to gain unauthorized access to information or systems or to cause intentional malfunctions, loss or corruption of data, including user identity data, software, hardware or other computer equipment. In addition, the inadvertent transmission of computer viruses could result in significant damage to our hardware and software systems and databases, disruptions to our business activities, including our e-mail and other communications systems, breaches of security and inadvertent disclosure of confidential or sensitive information, interruptions in access to our website through the use of “denial of service” or similar attacks and other material adverse effects on our operations. We have experienced hacking attacks in the past, and although such attacks in the past have not had a material adverse effect on our operations, there is no assurance that there will be no serious computer viruses or hacking attacks in the future. We may incur significant costs to protect our systems and equipment against the threat of, and to repair any damage caused by, computer viruses and hacking. Moreover, if a computer virus or hacking affects our systems and is highly publicized, our reputation and brand could be materially damaged and use of our services may decrease.

### ***Failure to protect confidential information of our customers and network against security breaches could damage our reputation and brand and substantially harm our business and results of operations.***

Ensuring secured transmission of confidential information through public networks is essential to maintaining the confidence of our customers and users. Our existing security measures may not be adequate to protect such confidential information. In addition, computer and network systems are susceptible to breaches by computer hackers. Security breaches could expose us to litigation and potential liability for failing to secure confidential customer information and could harm our reputation and reduce our ability to attract customers and users. Future security breaches, if any, may result in a material adverse effect on our business, financial condition and results of operations.

Practices regarding the collection, use, storage, transmission and security of personal information by companies operating over the internet and mobile platforms have recently come under increased public scrutiny. As e-commerce continues to evolve, we believe that increased regulation by the PRC government of data privacy on the internet is likely. We may become subject to new laws and regulations applying to the solicitation, collection, processing or use of personal or consumer information that could affect how we store, process and share data with our customers. We generally comply with industry standards and are subject to the terms of our own privacy policies. Compliance with any additional laws could be expensive and may place restrictions on the conduct of our business and the manner in which we interact with our customers. Any failure to comply with applicable regulations could also result in regulatory enforcement actions against us.

Significant capital and other resources may be required to protect against information security breaches or to alleviate problems caused by such breaches or to comply with our privacy policies or privacy-related legal obligations. The resources required may increase over time as the methods used by hackers and others engaged in online criminal activities are increasingly sophisticated, well-funded and constantly evolving. Any failure or perceived failure by us to prevent information security breaches or to comply with privacy policies or privacy-related legal obligations, or any compromise of security that results in the unauthorized release or transfer of personally identifiable information or other customer data, could cause our customers to lose trust in us and could expose us to legal claims. Any perception by the public that online transactions or the privacy of user information is becoming increasingly unsafe or vulnerable to attacks could inhibit the growth of online retail and other online services generally, which may reduce the number of orders we receive.

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***The continuing and collaborative efforts of our senior management, key employees and highly skilled personnel are crucial to our success, and our business may be harmed if we were to lose their services.***

Our success depends on the continuous effort and services of our senior management team and other key personnel. If one or more of our executive officers or other key personnel are unable or unwilling to continue to provide us with their services, we might not be able to replace them within a short period of time or at all. Our business could be severely disrupted, our financial condition and results of operations could be materially and adversely affected, and we might incur additional expenses to recruit, train and retain personnel. Our senior management team is crucial to executing our business strategies. Failure to retain our key management and personnel may create considerable uncertainty on the direction of our future development. If any of our executive officers joins a competitor or forms a competing company, we may lose advertisers, know-how and key professionals and staff members. Each of our executive officers has entered into an employment agreement either with Guangzhou Autohome Advertising Co., Ltd. or Beijing Cheerbright Technologies Co., Ltd., or Autohome WFOE which contains non-competition provisions. However, if any dispute arises between us and our executive officers, we may have to incur substantial costs and expenses in order to enforce these agreements in China.

Our performance and future success also depend on our ability to identify, hire, develop, motivate and retain skilled personnel for all areas of our organization. Competition in the automotive and internet advertising industries and the online automobile transaction industry for qualified employees is intense, and if competition in these industries further intensifies, it may be more difficult for us to hire, motivate and retain highly skilled personnel. If we do not succeed in attracting additional highly skilled personnel or retaining or motivating our existing personnel, we may be unable to grow effectively or at all.

***If we fail to protect our intellectual property rights, our brand and business may suffer.***

We rely on a combination of trademark, patent, copyright and trade secret protection laws in the PRC and other jurisdictions, as well as through confidentiality agreements and other measures, to protect our intellectual property rights. Our major brand names and logos are registered trademarks in China. Most of our original generated content available on our websites and mobile applications and proprietary software are protected by copyright laws. Despite our precautions, third parties may obtain and use our intellectual property without our authorization. Historically, the legal system and courts of the PRC have not protected intellectual property rights to the same extent as the legal system and courts of the United States, and companies operating in the PRC continue to face an increased risk of intellectual property infringement. Furthermore, the validity, application, enforceability and scope of protection of intellectual property rights for many internet-related activities, such as internet commercial methods patents, are uncertain and still evolving in China and abroad, which may make it more difficult for us to protect our intellectual property. From time to time, other websites may use our articles, photos or other content without our proper authorization. Although such use has not in the past caused any material damage to our business, it is possible that there may be misappropriation on a much larger scale with a material adverse impact to our business. If we are unable to adequately protect our intellectual property rights in the future, our brand and business may suffer.

***We may be vulnerable to intellectual property infringement claims brought against us by others.***

Internet, technology and media companies are frequently involved in litigation based on allegations of infringement of intellectual property rights, unfair competition, invasion of privacy, defamation and other violation of other parties' rights. We have never experienced any material claims on these issues against us in the past, but as we face increasing competition and as litigation becomes more common in China in resolving commercial disputes, we face a higher risk of being the subject of intellectual property infringement claims. We may be subject to legal proceedings and claims from time to time relating to the intellectual property of others in the ordinary course of our business. We could also be subject to claims based upon the content that is displayed on our websites, our mobile platforms or accessible from our websites through links to other websites or information on our websites and mobile applications supplied by third parties. Intellectual property claims and litigation are expensive and time-consuming to investigate and defend and may divert resources and management attention from the operation of our websites and mobile applications. Such claims, even if they do not result in liability, may harm our reputation. Any resulting liability or expenses, or changes required to our websites and mobile applications to reduce the risk of future liability, may have a material adverse effect on our business, financial condition and results of operations.



***We may be subject to liability for advertisements and other content placed on our websites and mobile applications.***

The PRC government has adopted regulations governing advertising content as well as internet access and the distribution of information over the internet. Under PRC advertising laws and regulations, we are obligated to monitor the advertising content shown on our websites and mobile applications to ensure that such content is true and accurate and in full compliance with applicable laws and regulations. See “Item 4. Information on the Company—B. Business Overview—PRC Regulation—Regulations on Advertisements.” Under the internet information regulations, internet content providers and internet publishers are prohibited from posting or displaying over the internet content that, among other things, compromises national security, harms the dignity or interests of the state, incites ethnic hatred or racial discrimination, undermines the PRC’s religious policy, disturbs social order, disseminates obscenity or pornography, encourages gambling, violence, murder or fear, incites the commission of a crime, infringes upon the lawful rights and interests of a third party, or is otherwise prohibited by law or administrative regulations. See “Item 4. Information on the Company—B. Business Overview—PRC Regulation—Regulations on Internet Content Services.” Under the regulations on online live-streaming services, online live-streaming service providers shall establish platforms for reviewing live-streaming content. Online live-streaming service providers and online live-streaming publishers that provide Internet news information services without licenses, or exceeding the scope of their licenses, are subject to punishment. See “Item 4. Information on the Company—B. Business Overview—Regulations on Business Activities of Online Performances and Online Live-streaming Services

We display both automotive and non-automotive advertisements on our websites and mobile applications. In addition, through our websites, mobile applications and user forums, we allow users to upload written materials, images, pictures and other content on our websites and mobile applications, and also allow users to share and link to content from other websites through our websites and mobile applications. Moreover, we have also begun to add online live-streaming features on our websites and mobile applications. Failure to identify and prevent illegal or inappropriate content from being displayed on or through our websites and mobile applications may subject us to liability. We cannot assure you that all of the advertisements and content shown or posted on our websites and mobile applications adhere to the advertising and internet content laws and regulations, especially given the uncertainty in the interpretation of these PRC laws and regulations.

If PRC regulatory authorities determine that any advertisements or content displayed on our websites and mobile applications do not adhere to applicable laws and regulations, they may require us to limit or eliminate the dissemination or availability of such advertisements and other content on our websites and mobile applications in the form of take-down orders or otherwise. Such regulatory authorities may also impose penalties on us, including fines, confiscation of advertising income or, in circumstances involving more serious violations by us, the termination of our advertising or internet content license, any of which would materially and adversely affect our business and results of operations.

In addition, we may be subject to claims by consumers asserting that the information on our websites and mobile applications is misleading, and we may not be able to recover our losses from advertisers. As a result, our business, financial condition and results of operations could be materially and adversely affected.

***We may undertake acquisitions, investments, joint ventures or other alliances that could prove difficult to integrate, disrupt our business or otherwise negatively impact our operating results and the value of your investment.***

As part of our business strategy, we regularly evaluate potential acquisitions, investments and alliances, including joint ventures and minority equity investments. These transactions involve numerous risks, including:

- the failure to achieve the expected benefits of the acquisition, investment or alliance;
- difficulties in, and the cost of, integrating operations, technologies, services and personnel;
- write-offs of investments or acquired assets;

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- non-performance by, or conflicts of interest with, the parties with whom we enter into investments or alliances;
- limited ability to monitor or control the actions of other parties with whom we enter into investments or alliances;
- misuse of proprietary information shared in connection with an acquisition, investment or alliance; and
- depending on the nature of the acquisition, investment or alliance, exposure to new regulatory risks.

The realization of any of these risks could materially adversely affect our business. To the extent any of our directors or officers also invests in a capacity other than as our director or officer, his or her interest may not be aligned with ours.

In addition, if we finance acquisitions by issuing equity or convertible debt securities, our existing shareholders may be diluted, which could affect the market price of our ADSs.

Furthermore, we may fail to identify or secure suitable acquisition, investment and other strategic opportunities, or our competitors may capitalize on such opportunities before we do, which could impair our ability to compete with our competitors and adversely affect our growth prospects and results of operations.

***Any financial or economic crisis, or perceived threat of such a crisis, including a significant decrease in consumer confidence, may materially and adversely affect our business, financial condition and results of operations.***

The global financial markets experienced significant disruptions in 2008 and the United States, European and other economies went into recession. The recovery from the lows of 2008 and 2009 was uneven and the global financial markets are facing new challenges, including the escalation of the European sovereign debt crisis since 2011, the hostilities in the Ukraine, the end of quantitative easing by the U.S. Federal Reserve and the economic slowdown in the Eurozone in 2014. It is unclear whether these challenges will be contained and what effects they each may have. There is considerable uncertainty over the long-term effects of the expansionary monetary and fiscal policies that have been adopted by the central banks and financial authorities of some of the world's leading economies, including China's. Economic conditions in China are sensitive to global economic conditions. Recently there have been signs that the rate of China's economic growth is declining. Any prolonged slowdown in China's economic development might lead to tighter credit markets, increased market volatility, sudden drops in business and consumer confidence and dramatic changes in business and consumer behaviors. In response to their perceived uncertainty in economic conditions, consumers might delay, reduce or cancel purchases of automobiles, which are still considered luxury items in China, and our advertisers may also defer, reduce or cancel purchasing our services. To the extent any fluctuations in the Chinese economy significantly affect automakers' and dealers' demand for our services or change their spending habits, our results of operations may be materially and adversely affected.

***Our third-party vendors may raise prices and as a result increase our operating expenses.***

We rely on third parties for certain essential services, such as internet services and we may not have any control over the costs of the services they provide. Any third-party service provider may raise its prices, which might not be commercially reasonable to us. If we are forced to seek other providers, there is no assurance that we will be able to find alternative providers willing or able to provide comparable high-quality services and there is no assurance that such providers will not charge us higher prices for their services. If the prices that we are required to pay third-party vendors for services rise significantly, our results of operations could be adversely affected.

***We are a "controlled company" within the meaning of the NYSE corporate governance requirements, which may result in public investors not having as much protection as they would if we were not a controlled company.***

As of April 7, 2017, Yun Chen Capital Cayman, or Yun Chen, a wholly owned subsidiary of Ping An Insurance (Group) Company of China, Ltd., or Ping An Group, owned 53.3% of the total voting rights in our company, and we are a "controlled company" under Section 303A of the New York Stock Exchange Listed Company Manual. As a controlled company, we rely on certain exemptions that are available to controlled companies from the NYSE corporate governance requirements, including the requirements that:

- a majority of our board of directors consists of independent directors;

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- our compensation committee be composed entirely of independent directors; and
- our corporate governance and nominating committee be composed entirely of independent directors.

We are not required to and will not voluntarily meet these requirements. As a result of our use of the “controlled company” exemption, our investors will not have the same protection as they would if we were not a controlled company.

In addition, because Ping An Group beneficially owns over 50% of the voting rights in our company, it has decisive influence in determining the outcome of any corporate transaction or other matter submitted to the shareholders for approval, including mergers, consolidations and the sale of all or substantially all of our assets, election of directors and other significant corporate actions. Without the consent of Ping An Group, we may be prevented from entering into transactions that could be beneficial to us. The interests of Ping An Group may differ from the interests of our other shareholders. Furthermore, Ping An Group’s business activities, although not related to our operations, may adversely impact reputation.

***If we fail to maintain an effective system of internal control over financial reporting, our ability to accurately and timely report our financial results or prevent fraud may be adversely affected, and investor confidence and the market price of our ADSs may be adversely impacted.***

The Securities and Exchange Commission, or the SEC, as required by Section 404 of the Sarbanes-Oxley Act of 2002, adopted rules requiring every public company to include a management report on the company’s internal control over financial reporting in its annual report, which contains management’s assessment of the effectiveness of the company’s internal control over financial reporting. Our management has concluded that our internal control over financial reporting was effective as of December 31, 2016. See “Item 15. Controls and Procedures—Management’s Annual Report on Internal Control over Financial Reporting.” Our independent registered public accounting firm has issued an attestation report, which has concluded that our internal control over financial reporting was effective in all material aspects as of December 31, 2016. However, if we fail to maintain effective internal control over financial reporting in the future, our management and our independent registered public accounting firm may not be able to conclude that we have effective internal control over financial reporting at a reasonable assurance level. This could in turn result in loss of investor confidence in the reliability of our financial statements and negatively impact the trading price of our ADSs. Furthermore, we have incurred and anticipate that we will continue to incur considerable costs, management time and other resources in an effort to comply with Section 404 and other requirements of the Sarbanes-Oxley Act.

***We have a limited operating history, which makes it difficult to evaluate our business.***

We have a limited operating history. *Autohome.com.cn* and *che168.com* were launched in 2005 and 2004, respectively. Our company was incorporated in June 2008 and acquired the entities that operated these two websites soon thereafter. Although we have achieved profitability in recent periods, our limited operating history makes the prediction of future results of operations difficult. Historical results of operations achieved by us should not be taken as indicative of the rate of growth, if any, that can be expected in the future. You should consider our future prospects in light of the risks and uncertainties fast-growing companies with limited operating histories may encounter.

***We have limited business insurance coverage.***

Insurance companies in China currently do not offer as extensive an array of insurance products as insurance companies do in more developed economies. We do not have any business liability or disruption insurance to cover our operations. We have determined that the costs of insuring for these risks and the difficulties associated with acquiring such insurance on commercially reasonable terms make it impractical for us to have such insurance. Any uninsured occurrence of business disruption may result in our incurring substantial costs and the diversion of resources, which could have an adverse effect on our results of operations and financial condition.

***We face risks related to health epidemics and natural disasters.***

Our business could be adversely affected by the effects of H1N1 flu, avian flu, Severe Acute Respiratory Syndrome, or SARS, or another epidemic. China reported a number of cases of SARS in 2003, which resulted in the closure of many businesses by the PRC government to prevent the transmission of SARS. In recent years, there have been reports of occurrences of avian flu in various parts of China, including a few confirmed human cases and deaths. In 2009, the global spread of H1N1 flu resulted in several confirmed infections and deaths in China. Restrictions on travel resulting from any prolonged outbreak of H1N1 flu, avian flu, SARS or another epidemic could adversely affect our ability to market our services to users, automakers and automobile dealers throughout China. Our business operations could be disrupted if one of our employees is suspected of having H1N1 flu, avian flu, SARS or another epidemic, which could require that a certain number of our employees be quarantined and/or our offices be disinfected. In addition, our results of operations could be adversely affected to the extent that H1N1 flu, avian flu, SARS or another outbreak harms the Chinese economy in general.

We are also vulnerable to natural disasters and other calamities. Although our servers are hosted in an offsite location, our backup system does not capture data on a real-time basis and we may be unable to recover certain data in the event of a server failure. We cannot assure you that any backup systems will be adequate to protect us from the effects of fire, floods, typhoons, earthquakes, power loss, telecommunications failures, break-ins, war, riots, terrorist attacks or similar events. Any of the foregoing events may give rise to server interruptions, breakdowns, system failures, technology platform failures or internet failures, which could cause the loss or corruption of data or malfunctions of software or hardware as well as adversely affect our ability to provide services. In addition, a severe disaster could affect the operations or financial condition of our customers and suppliers, which could harm our results of operations. For example, certain Japanese automakers or their joint ventures in China delayed or cancelled advertising campaigns following the earthquake and tsunami in Japan in March 2011.

**Risks Related to Our Corporate Structure**

***Substantial uncertainties exist with respect to the enactment timetable, final content, interpretation and implementation of draft PRC Foreign Investment Law published for public comments and how it may impact the viability of our current corporate structure, corporate governance and business operations.***

The Ministry of Commerce published a discussion draft of the proposed Foreign Investment Law in January 2015 aiming to, upon its enactment, replace the trio of existing laws regulating foreign investment in China, namely, the Sino-foreign Equity Joint Venture Enterprise Law, the Sino-foreign Cooperative Joint Venture Enterprise Law and the Wholly Foreign-invested Enterprise Law, together with their implementation rules and ancillary regulations. The draft Foreign Investment Law embodies an expected PRC regulatory trend to rationalize its foreign investment regulatory regime in line with prevailing international practice and the legislative efforts to unify the corporate legal requirements for both foreign and domestic investments. The Ministry of Commerce solicited comments on this draft in 2015, but no new draft has been published since then. As such, substantial uncertainties exist with respect to its enactment timetable, final content, interpretation and implementation. The draft Foreign Investment Law, if enacted as proposed, may materially impact the viability of our current corporate structure, corporate governance and business operations in many aspects.

Among other things, the draft Foreign Investment Law expands the definition of foreign investment and introduces the principle of “actual control” in determining whether a company is considered a foreign-invested enterprise, or an FIE. The draft Foreign Investment Law specifically provides that entities established in China but “controlled” by foreign investors will be treated as FIEs, whereas an entity set up in a foreign jurisdiction would nonetheless be, upon market entry clearance by the Ministry of Commerce, treated as a PRC domestic investor provided that the entity is “controlled” by PRC entities and/or citizens. In this connection, “control” is broadly defined in the draft law to cover the following summarized categories: (i) holding 50% or more of the voting rights of the subject entity; (ii) holding less than 50% of the voting rights of the subject entity but having the power to secure at least 50% of the seats on the board or other equivalent decision making bodies, or having the voting power to exert material influence on the board, the shareholders’ meeting or other equivalent decision making bodies; or (iii) having the power to exert decisive influence, via contractual or trust arrangements, over the subject entity’s operations, financial matters or other key aspects of business operations. Once an entity is determined to be an FIE, it will be subject to the foreign investment restrictions or prohibitions set forth in a “negative list,” to be separately issued by the State Council later. Unless the underlying business of the FIE falls within the negative list, which calls for market entry clearance by the Ministry of Commerce, prior approval from the government authorities as mandated by the existing foreign investment legal regime would no longer be required for establishment of the FIE.

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The VIE structure has been adopted by many PRC-based companies, including us, to obtain necessary licenses and permits in the industries that are currently subject to foreign investment restrictions in China. See “Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions — Contractual Agreements with our Variable Interest Entities” and “—If the PRC government finds that the agreements that establish the structure for operating our services in China do not comply with PRC governmental restrictions on foreign investment in internet businesses, 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” below. Under the draft Foreign Investment Law, VIEs that are controlled via contractual arrangement would also be deemed as FIEs, if they are ultimately “controlled” by foreign investors. Therefore, for any company with a VIE structure in an industry category that is on the “negative list,” the VIE structure may be deemed legitimate only if the ultimate controlling person(s) is/are of PRC nationality (either PRC companies or PRC citizens). Conversely, if the actual controlling person(s) is/are of foreign nationalities, the VIEs will be treated as FIEs and any operation in the industry category on the “negative list” without market entry clearance may be considered as illegal.

The draft Foreign Investment Law has not taken a position on what actions will be taken with respect to existing companies with a VIE structure, whether or not these companies are controlled by Chinese parties, while it is soliciting comments from the public on this point. The provision of internet content services, which we conduct through our VIEs, is subject to foreign investment restrictions set forth in the Catalogue for the Guidance of Foreign Investment Industries, or the Catalogue, issued by the NDRC and the Ministry of Commerce in March 2015. It is unclear whether the new “negative list” will be different from the Catalogue. If the enacted version of the Foreign Investment Law and the final “negative list” mandate further actions, such as Ministry of Commerce market entry clearance or certain restructuring of our corporate structure and operations, to be completed by companies with existing VIE structure like us, we face substantial uncertainties as to whether these actions can be timely completed, or at all, and our business and financial condition may be materially and adversely affected.

The draft Foreign Investment Law, if enacted as proposed, may also materially impact our corporate governance practice and increase our compliance costs. For instance, the draft Foreign Investment Law imposes stringent ad hoc and periodic information reporting requirements on foreign investors and the applicable FIEs. Aside from the investment implementation report and investment amendment report that are required at each investment and alteration of investment specifics, an annual report is mandatory, and large foreign investors meeting certain criteria are required to report on a quarterly basis. Any company found to be non-compliant with these information reporting obligations may potentially be subject to fines and/or administrative or criminal liabilities, and the persons directly responsible may be subject to criminal liabilities.

***If the PRC government finds that the agreements that establish the structure for operating our services in China do not comply with PRC governmental restrictions on foreign investment in internet businesses, 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.***

Current PRC laws and regulations place certain restrictions on foreign ownership of companies that provide internet content services in China. Specifically, foreign ownership of internet service providers or other value-added telecommunication service providers may not exceed 50%. In addition, according to the Several Opinions on the Introduction of Foreign Investment in the Cultural Industry promulgated by the Ministry of Culture, the State Administration of Radio, Film and Television, or the SARFT, the General Administration of Press and Publication, or the GAPP, the NDRC and the Ministry of Commerce in June 2005, foreign investors are prohibited from investing in or operating “internet cultural activities.” We are a Cayman Islands company and foreign legal person under PRC laws. Accordingly, neither we nor our wholly foreign-invested PRC subsidiaries are currently eligible to apply for the required licenses for providing internet content services in China.

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As such, we conduct our business through contractual arrangements in China. In particular, we operate our internet content business through Beijing Autohome Information Technology Co., Ltd., or Autohome Information and Beijing Shengtuo Hongyuan Information Technology Co., Ltd., or Shengtuo Hongyuan. Autohome Information and Shengtuo Hongyuan are currently owned by individual shareholders who are PRC citizens and hold the requisite licenses or permits to provide internet content and advertising services in China. We do not have an equity interest in Autohome Information or Shengtuo Hongyuan but substantially control their operations and receive the economic benefits through a series of contractual arrangements. We have been and are expected to continue to be dependent upon Autohome Information and its subsidiaries and Shengtuo Hongyuan and its subsidiaries to operate our businesses in the near future. For more information regarding these contractual arrangements, see “Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions— Contractual Agreements with our Variable Interest Entities.”

Based on the advice of our PRC legal counsel, Commerce & Finance Law Offices, the corporate structure of our VIEs and our subsidiaries in China are in compliance with all existing PRC laws and regulations. However, as there are substantial uncertainties regarding the interpretation and application of PRC laws and regulations, we cannot assure you that the PRC government would agree that our corporate structure or any of the above contractual arrangements comply with PRC licensing, registration or other regulatory requirements, with existing policies or with requirements or policies that may be adopted in the future. PRC laws and regulations governing the validity of these contractual arrangements are uncertain and the relevant government authorities have broad discretion in interpreting these laws and regulations.

If we or any of our current or future VIEs or subsidiaries are found to be in violation of any existing or future PRC laws or regulations, or fail to obtain or maintain any of the required permits or approvals, the relevant PRC regulatory authorities, including the Ministry of Industry and Information Technology, or the MIIT, which regulates internet information services companies and the China Securities Regulatory Commission, or the CSRC, would have broad discretion in dealing with such violations, including levying fines, confiscating our income or the income of Autohome WFOE, Beijing Chezhiying Technology Co., Ltd., or Chezhiying WFOE and the VIEs, revoking the business licenses or operating licenses of Autohome WFOE, Chezhiying WFOE and the VIEs, shutting down our servers or blocking our websites, discontinuing or placing restrictions or onerous conditions on our operations, requiring us to undergo a costly and disruptive restructuring, or taking other enforcement actions that could be harmful to our business.

Any of these actions could cause significant disruption to our business operations and severely damage our reputation, which would in turn materially and adversely affect our business and results of operations. In addition, if the imposition of any of these penalties causes us to lose the rights to direct the activities of the VIEs or our right to receive their economic benefits, we would no longer be able to consolidate the VIEs.

***Our contractual arrangements with our VIEs may not be as effective in providing operational control as direct ownership.***

We have relied and expect to continue to rely on (i) contractual arrangements with Autohome Information and its subsidiaries and shareholders and (ii) contractual arrangements with Shengtuo Hongyuan and its subsidiaries and shareholders to operate our business. For a description of these contractual arrangements, see “Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—Contractual Agreements with our Variable Interest Entities.” These contractual arrangements may not be as effective in providing us with control over our VIEs as direct ownership. If we had direct ownership of these entities, we would be able to exercise our rights as a shareholder to effect changes in the board of directors, which in turn could effect changes, subject to any applicable fiduciary obligations, at the management level. However, under the current contractual arrangements, we rely on the performance by these entities and their shareholders of their contractual obligations to exercise control over our VIEs. Therefore, our contractual arrangements with our VIEs may not be as effective in ensuring our control over their operations as direct ownership would be.

***We have not registered the pledge of equity interests by certain shareholders of our VIEs with the relevant authority, and we may not be able to enforce the equity pledge against any third parties who acquire the equity interests in good faith in the relevant VIEs before the pledge is registered.***

The shareholders of our VIEs, have pledged all of their equity interests in the relevant VIEs to Autohome WFOE or Chezhiying WFOE subject to their respective equity interest pledge agreements, See “Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—Contractual Agreements with our Variable Interest Entities”. An equity interest pledge agreement becomes effective among the parties upon execution, but according to the PRC Property Rights Law, an equity interest pledge is not perfected as a security property right unless it is registered with the relevant local administration for industry and commerce. We have not yet completed the register of these pledges by shareholders of our VIEs as of the date of this annual report. As the registration of these pledges has not yet been completed so far, the pledges, as property rights, have not yet become effective under the PRC Property Rights Law. Before the registration procedures are completed, we cannot assure you that the effectiveness of these pledges will be recognized by PRC courts if disputes arise with respect to certain pledged equity interests or that Autohome WFOE’s or Chezhiying WFOE’s interests as pledgee will prevail over any third parties. Autohome WFOE or Chezhiying WFOE may not be able to successfully enforce these pledges against any third parties who have acquired the equity interests in good faith in any of our VIEs. As a result, if any of our VIEs breaches their respective obligations under the various agreements described above, and there are third parties who have acquired equity interests in good faith, Autohome WFOE or Chezhiying WFOE would need to resort to legal proceedings to enforce its contractual rights under the equity interest pledge agreements, or the underlying agreements secured by the pledges.

***The shareholders of our VIEs may breach, or cause our VIEs to breach, or refuse to renew, the existing contractual arrangements we have with them and our VIEs. Any failure by our VIEs or their shareholders to perform their obligations under our contractual arrangements with them would have a material adverse effect on our business and financial condition.***

The shareholders of our VIEs may breach, or cause our VIEs to breach, or refuse to renew, the existing contractual arrangements we have with them and our VIEs. If our VIEs or their shareholders fail to perform their obligations under the contractual arrangements, we may have to incur substantial costs and expend resources to enforce our rights under the contracts. We may have to rely on legal remedies under PRC law, including seeking specific performance or injunctive relief and claiming damages, which may not be effective. For example, if the shareholders of Autohome Information and Shengtuo Hongyuan were to refuse to transfer their equity interests in those companies to us or our designee when we exercise the call option pursuant to these contractual arrangements, if they transfer the equity interests to other persons against our interests, 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.

All of these contractual arrangements are governed by PRC law and provide for the resolution of disputes through arbitration in the PRC. Accordingly, these contracts would be interpreted in accordance with PRC law and any disputes would be resolved in accordance with PRC legal procedures. The legal system in the PRC is not as developed as in 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. Under PRC law, rulings by arbitrators are final, parties cannot appeal the arbitration results in courts, and the prevailing parties may only enforce the arbitration awards in PRC courts through arbitration award recognition proceedings, which would incur additional expenses and delay. In the event we are unable to enforce 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.

***Contractual arrangements our subsidiaries have entered into with our VIEs may be subject to scrutiny by the PRC tax authorities and a finding that we or our VIEs owe additional taxes could substantially reduce our consolidated net income and the value of your investment.***

Under PRC laws and regulations, arrangements and transactions among related parties may be subject to audit or challenge by the PRC tax authorities within ten years after the taxable year when the transactions are conducted. We could face material and adverse tax consequences if the PRC tax authorities determine that the contractual arrangements among Autohome WFOE, Chezhiying WFOE, our VIEs and the shareholders of our VIEs do not represent arm’s-length prices and consequently adjust Autohome WFOE and Chezhiying WFOE’s or our VIEs’ income in the form of a transfer pricing adjustment. A transfer pricing adjustment could, among other things, result in a reduction, for PRC tax purposes, of expense deductions recorded by our VIEs, which could in turn increase their tax liabilities. In addition, the PRC tax authorities may impose late payment fees and other penalties on Autohome WFOE, Chezhiying WFOE or our VIEs for any unpaid taxes. Our consolidated net income may be materially and adversely affected if Autohome WFOE and Chezhiying WFOE or our VIEs’ tax liabilities increase or if they are subject to late payment fees or other penalties.

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***The interests of the individual nominee shareholders of our VIEs may be different to our interests, which may materially and adversely affect our business.***

The individual nominee shareholders of Guangzhou You Che You Jia Advertising Co., Ltd., or Guangzhou Advertising, Shanghai Advertising, Autohome Information and Shengtuo Hongyuan are Min Lu, chairman of the board of directors and chief executive officer, and Haiyun Lei, an employee of the affiliate of Yun Chen and has been with Ping An Group and its affiliates for more than 20 years. They each hold 50% of the equity interests in Guangzhou Advertising, Shanghai Advertising, Autohome Information and Shengtuo Hongyuan. Each of these two individuals is a PRC citizen. The interests of the individual nominee shareholders of our VIEs may be different to our interest. For example, the individual nominee shareholders of our consolidated affiliated entities do not have a significant equity stake in our company. 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 substantially all the economic benefits from them. For example, the shareholders may be able to cause our agreements with our VIEs to be performed in a manner adverse to us by, among other things, failing to remit payments due under the contractual arrangements to us on a timely basis. We cannot assure you that when conflicts of interest arise, any or all of these shareholders will act in the best interests of our company or such conflicts will be resolved in our favor.

Currently, we do not have any arrangements to address potential difference of interests between these individual nominee shareholders and our company. We rely on these individuals to comply with the laws of China, which protect contracts, provide that directors and executive officers owe a duty of loyalty and a duty of diligence to our company and require them to avoid conflicts of interest and not to take advantage of their positions for personal gain. We also rely on Mr. Min Lu, our chairman of the board of directors and chief executive officer, to abide by the laws of the Cayman Islands, which provide that directors owe a duty of care and a duty of loyalty to our company. However, the legal frameworks of China and the Cayman Islands do not provide guidance on resolving conflicts in the event of a conflict with another corporate governance regime. If we cannot resolve any difference of interests 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.

***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. Any limitation on the ability of our PRC subsidiaries to pay dividends to us could have a material adverse effect on our ability to conduct our business.***

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

Under PRC laws and regulations, our PRC subsidiaries, as wholly foreign-owned enterprises in the PRC, may pay dividends only out of their accumulated profits as determined in accordance with PRC accounting standards and regulations. In addition, wholly foreign-owned enterprises are required to set aside at least 10% of their accumulated after-tax profits, if any, each year to fund certain statutory reserve funds, until the aggregate amount of such funds reach 50% of their registered capital. These statutory reserve funds are not distributable as cash dividends.

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



***PRC regulation of loans to, and direct investment in, PRC entities by offshore holding companies and governmental control of currency conversion may restrict or prevent us from using the proceeds of our equity offerings to make loans to our PRC subsidiaries and VIEs or to make additional capital contributions to our PRC subsidiaries, which may materially and adversely affect our liquidity and our ability to fund and expand our business.***

We are an offshore holding company conducting our operations in China through our PRC subsidiaries and VIEs. We may make loans to our PRC subsidiaries and VIEs, or we may make additional capital contributions to our PRC subsidiaries. Any loans by us to our PRC subsidiaries, which are treated as foreign-invested enterprises under PRC law, are subject to PRC regulations and foreign exchange loan registrations. For example, loans by us to Autohome WFOE or Chezhiying WFOE to finance its activities cannot exceed statutory limits and must be registered with the local counterpart of the State Administration of Foreign Exchange, or SAFE. We may also decide to finance Autohome WFOE and Chezhiying WFOE by means of capital contributions. These capital contributions must be approved by the PRC Ministry of Commerce or its local counterpart. Due to the restrictions imposed on loans in foreign currencies extended to any 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 internet content services and online advertising businesses.

SAFE promulgated a circular on November 19, 2010, or Circular No. 59, which tightens the examination on the authenticity of settlement of net proceeds from an offering and requires that the settlement of net proceeds shall be in accordance with the description in its prospectus. On March 30, 2015, the SAFE issued the Circular on Reform of the Administrative Rules of the Payment and Settlement of Foreign Exchange Capital of Foreign-Invested Enterprises, or SAFE Circular 19, which became effective on June 1, 2015. Pursuant to SAFE Circular 19, foreign-invested enterprises may either continue to follow the current payment-based foreign currency settlement system or choose to follow the “conversion-at-will” system for foreign currency settlement. Where a foreign-invested enterprise follows the conversion-at-will system for foreign currency settlement, it may convert part or all of the amount of the foreign currency in its capital account into Renminbi at any time. The converted Renminbi will be kept in a designated account labeled as settled but pending payment, and if the foreign-invested enterprise needs to make payment from such designated account, it still needs to go through the review process with its bank and provide necessary supporting documents. SAFE Circular 19, therefore, has substantially lifted the restrictions on the usage by a foreign-invested enterprise of its Renminbi registered capital converted from foreign currencies. According to SAFE Circular 19, such Renminbi capital may be used at the discretion of the foreign-invested enterprise and the SAFE will eliminate the prior approval requirement and only examine the authenticity of the declared usage afterwards. Nevertheless, foreign-invested enterprises like our PRC subsidiaries are still not allowed to extend intercompany loans to our VIEs. In addition, as SAFE Circular 19 was promulgated recently, there remain substantial uncertainties with respect to the interpretation and implementation of this circular by relevant authorities.

In light of the various requirements imposed by PRC regulations on loans to and direct investment in PRC entities by offshore holding companies we cannot assure you that we will be able to complete the necessary government registrations or obtain the necessary government approvals on a timely basis, if at all, with respect to future loans by us to our PRC subsidiaries or VIEs or with respect to future capital contributions by us to our PRC subsidiaries. If we fail to complete such registrations or obtain such approvals, our ability to use the proceeds we received from our equity offerings and to capitalize or otherwise fund our PRC operations may be negatively affected, which could materially and adversely affect our liquidity and our ability to fund and expand our business.

***If our PRC subsidiaries or VIEs become the subject of a bankruptcy or liquidation proceeding, we may lose the ability to use and enjoy some of our key assets, which could reduce the size of our operations and materially and adversely affect our business, our ability to generate revenues and the market price of our ADSs.***

As part of the contractual arrangements with our VIEs and their shareholders, Autohome Information and Shengtuo Hongyuan hold operating permits and licenses and some of the key assets that are important to the operation of our business. We expect to continue to be dependent on our VIEs to operate a significant portion of our business in China. If our VIEs go bankrupt and all or part of their assets become subject to liens or rights of third-party creditors, we may be unable to continue some or all of our business activities, which would materially and adversely affect our business, financial condition and results of operations. If our VIEs undergo a voluntary or involuntary liquidation proceeding, their equity holders or unrelated third-party creditors may claim rights to some or all of these assets, thereby hindering our ability to operate our business, which would materially and adversely affect our business, our ability to generate revenues and the market price of our ADSs.

## **Risks Related to Doing Business in China**

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

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

The Chinese economy differs from the economies of most developed countries in many respects, including the level of government involvement, level of development, growth rate, control of foreign exchange and allocation of resources. Although the Chinese government has implemented measures since the late 1970s 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 by the Chinese 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 through 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, the growth has been uneven, both geographically and among various sectors of the economy, and the rate of growth has been slowing. 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. In addition, in the past the Chinese government has implemented certain measures, including interest rate increases, to control the pace of economic growth. These measures may cause decreased economic activity in China, which may adversely affect our business and operating results.

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

We conduct our business primarily through our PRC subsidiaries and VIEs in China. Our operations in China are governed by PRC laws and regulations. Uncertainties in the interpretation and enforcement of PRC laws and regulations could limit the legal protections available to you and us. In 1979, the PRC government began to promulgate a comprehensive system of laws and regulations governing economic matters in general. The overall effect of legislation over the past several decades has significantly enhanced the protections afforded to various forms of foreign investments in China. However, China has not developed a fully integrated legal system, and recently enacted laws and regulations may not sufficiently cover all aspects of economic activities in China. In particular, because these laws and regulations are relatively new, and because of the limited volume of published decisions and their nonbinding nature, the interpretation and enforcement of these laws and regulations involve uncertainties. Since PRC administrative and court authorities have significant discretion in interpreting and implementing statutory and contractual terms, it may be difficult to evaluate the outcome of administrative and court proceedings and the level of legal protection we enjoy. Furthermore, the PRC legal system is based in part on government policies and internal rules, some of which are not published on a timely basis or at all, which may have a retroactive effect. As a result, we may not be aware of our violation of these policies and rules until sometime after the violation. In addition, any administrative and court proceedings in China may be protracted, resulting in substantial costs and diversion of resources and management attention.

*We may be adversely affected by the complexity, uncertainties and changes in PRC regulation of internet business and companies.*

The PRC government extensively regulates the internet industry, including foreign ownership of, and the licensing and permit requirements pertaining to, companies in the internet industry. These internet-related laws and regulations are relatively new and evolving, and their interpretation and enforcement involve significant uncertainty. As a result, in certain circumstances it may be difficult to determine what actions or omissions may be deemed to be violations of applicable laws and regulations. Issues, risks and uncertainties relating to the PRC government regulation of the internet industry include, but are not limited to, the following:

- We only have contractual control over our websites. We do not own the websites due to the restriction on foreign investment in businesses providing value-added telecommunication services in China, which includes internet content provision services.
- There are uncertainties relating to the regulation of the internet industry in China, including evolving licensing requirements. This means that permits, licenses or operations at some of our subsidiaries and VIEs may be subject to challenge, or we may fail to obtain permits or licenses that applicable regulators may deem necessary for our operations, or we may not be able to obtain or renew permits or licenses. For example, both Autohome Information and Shengtuo Hongyuan may be required to obtain additional licenses, including internet publishing licenses and internet news information service licenses, if the release of articles and information or the broadcast of videos on the websites *autohome.com.cn* and *che168.com* is deemed by the PRC regulatory authorities as being the provision of internet publishing service, internet news information service, or internet culture operating service. See “Item 4. Information on the Company—B. Business Overview—PRC Regulation—Regulations on Online Cultural Services,” “Item 4. Information on the Company—B. Business Overview—PRC Regulation—Regulations on Internet Publishing” and “Item 4. Information on the Company—B. Business Overview—PRC Regulation—Regulations on Internet News Information Service” for additional details.
- The evolving PRC regulatory system for the internet industry may lead to the establishment of new regulatory agencies. For example, the Cyberspace Administration of China was established in 2014, as the central Internet censorship, oversight and control agency for the PRC.
- New laws and regulations may be promulgated to regulate internet activities, including online advertising businesses. As such, additional licenses may be required for our operations. If our operations do not comply with these new regulations at the time they become effective, or if we fail to obtain any licenses required under these new laws and regulations, we could be subject to penalties.
- New government policies and internal rules relating to the regulations on internet activities may negatively affect our user traffic growth. For example, the Interim Measures for the Administration of Internet Advertising, which came into effect on September 1, 2016, requires that an internet advertisement shall be identifiable and clearly identified as an “advertisement” so that users will tell it is an advertisement. See “Item 4. Information on the Company—B. Business Overview—PRC Regulation—Regulations on advertisements.” Complying with such requirement has begun to negatively affect the growth rate of user traffic on our websites and mobile applications. The promulgation of laws and regulations relating to the internet activities may further impair our user traffic growth.

On July 13, 2006, the MIIT, the predecessor of which was the Ministry of Information Industry, issued the Notice of the Ministry of Information Industry on Intensifying the Administration of Foreign Investment in Value-added Telecommunications Services. This notice prohibits domestic telecommunication service providers from leasing, transferring or selling telecommunications business operating licenses to any foreign investor in any form, or providing any resources, sites or facilities to any foreign investor for their illegal operation of a telecommunications business in China. According to this notice, either the holder of a value-added telecommunication services operation permit or its shareholders must directly own the domain names and trademarks used by such license holders in their provision of value-added telecommunication services. The notice also requires each license holder to have the necessary facilities, including servers, for its approved business operations and to maintain such facilities in the regions covered by its license. Currently, Autohome Information and Shengtuo Hongyuan, two of our VIEs, own the related domain names and trademarks and hold the internet content provider licenses, or ICP licenses, necessary to conduct our operations for websites in China.

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The interpretation and application of existing PRC laws, regulations and policies and possible new laws, regulations or policies relating to the internet industry have created substantial uncertainties regarding the legality of existing and future foreign investments in, and the businesses and activities of, internet businesses in China, including our business. We cannot assure you that we will be able to maintain our existing licenses or obtain any new licenses if required by any new laws or regulations. There are also risks that we may be found to violate existing or future laws and regulations given the uncertainty and complexity of China's regulation of the internet industry. If we or our VIEs fail to obtain or maintain any of the required assets, licenses or approvals, our continued business operations in the internet industry may subject us to various penalties, including the confiscation of illegal net revenues, fines and the discontinuation or restriction of our operations, any of which would materially and adversely affect our business and results of operations.

***There are substantial uncertainties with respect to the interpretation and implementation of the Cyber Security Law and how it may impact our business operations.***

On July 1, 2015, the Standing Committee of the National People's Congress of China issued the National Security Law, which came into effect on the same day. The National Security Law provides that the state shall safeguard sovereignty, security and development interests of cyberspace in the state, and the state shall establish a national security review and supervision system to review including foreign investment, key technologies, internet and information technology products and services and other important activities that are likely to impact the national security of China.

On November 7, 2016, the Standing Committee of the National People's Congress of China released the Cyber Security Law, which will become effective on June 1, 2017. This is the first Chinese law that focuses exclusively on cyber security. The Cyber Security Law sets high requirements for the operational security of facilities deemed to be part of PRC's "key information infrastructure facilities," and includes the integration of national security examinations under certain circumstances. Among which, "key information infrastructure facilities" includes networks and systems owned or managed by network service providers with a significant number of users. The Cyber Security Law provides that key information infrastructure facilities operators must set up specialized internal security management divisions and assign appropriate person(s) responsible for security management. Additionally, these operators must conduct background checks on the person(s) responsible for security management and on personnel in critical positions. It further provides that when operators of key information infrastructure facilities purchase network products or services that may affect or involve national security, the operator must pass a security examination jointly arranged by the national network and information authority and the relevant government departments and the national security examination process under the National Security Law will be triggered. The operators of key information infrastructure facilities must store important data collected and generated, including citizens' personal information, exclusively within the territory of the People's Republic of China. The Cyber Security Law also sets increasingly more stringent requirements for network operators. The Cyber Security Law establishes censorship duties for network operators, including digital information distribution service providers and application software download service providers. When these operators notice a prohibited publication, or the transmission of illicit information, they must promptly stop transmitting the information and take measures necessary to prevent the spread of that information. Operators must maintain a record of these incidents when they occur and report them to the competent authorities. The Cyber Security Law provides relevant subjects with solid legal authorities who are empowered to take measures to cut off any transmission(s) of prohibited information on communication networks. Upon finding prohibited information, those authorities will require that the network operators stop the transmission and take the necessary measures to remove any prohibited content. Where the above prohibited information comes from outside the territory of China, these authorities may request that all related institutions to take necessary measures to stop the flow of prohibited information.

Since the Cyber Security Law has not taken effect as of the date of this annual report, there are substantial uncertainties with respect to the interpretation and actual implementation of the Cyber Security Law. If implemented strictly as proposed, it may cause us to incur substantial costs or require us to change our business practices in a manner materially adverse to our business.

***Fluctuations in exchange rates may have a material adverse effect on your investment.***

Substantially all of our revenues and costs are denominated in RMB. The conversion of RMB into foreign currencies, including U.S. dollars, is based on rates set by the People's Bank of China. In July 2005, the PRC government changed its decades-old policy of pegging the value of the RMB to the U.S. dollar, and the RMB appreciated more than 20% against the U.S. dollar over the following three years. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the RMB and the U.S. dollar remained within a narrow band. Since June 2010, the RMB has fluctuated against the U.S. dollar, at times significantly and unpredictably. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the RMB and the U.S. dollar in the future.

To the extent that we need to convert U.S. dollars into RMB for capital expenditures and working capital and other business purposes, appreciation of the RMB against the U.S. dollar would have an adverse effect on the RMB amount we would receive from the conversion. Conversely, if we decide to convert RMB into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or ADSs, strategic acquisitions or investments or other business purposes, appreciation of the U.S. dollar against the RMB would have a negative effect on the U.S. dollar amount available to us. In addition, a significant depreciation of the RMB 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 in an effort to reduce our exposure to foreign currency exchange risk. While we may decide to enter into hedging transactions in the future, the availability and effectiveness of these hedges may be limited and we may not be able to adequately hedge our exposure or to hedge our exposure at all. In addition, our currency exchange losses may be magnified by PRC exchange control regulations that restrict our ability to convert RMB into foreign currency. As a result, fluctuations in exchange rates may have a material adverse effect on your investment.

***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 substantially all of our revenues in RMB. Under existing PRC foreign exchange regulations, payments of current account items, including profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior SAFE approval by complying with certain procedural requirements. Therefore, Autohome WFOE and Chezhiying WFOE are able to pay dividends in foreign currencies to us without prior approval from SAFE. However, approval from or registration with appropriate government authorities 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 to foreign currencies for current account transactions in the future. If the foreign exchange control system prevents us from obtaining sufficient foreign currency 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.

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

Among other things, certain regulations and rules concerning mergers and acquisitions established additional procedures and requirements that could make merger and acquisition activities by foreign investors more time-consuming and complex. For example, these regulations require that the Ministry of Commerce be notified in advance of any change-of-control transaction in which a foreign investor takes control of a PRC domestic enterprise or a foreign company with substantial PRC operations, if certain thresholds under the Provisions on Thresholds for Prior Notification of Concentrations of Undertakings, issued by the State Council on August 3, 2008, are triggered. According to the Implementing Rules Concerning Security Review on Mergers and Acquisitions by Foreign Investors of Domestic Enterprises issued by the Ministry of Commerce in August 2011, mergers and acquisitions by foreign investors involved in an industry related to national security are subject to strict review by the Ministry of Commerce. These rules also prohibit any transactions attempting to bypass such security review, including by controlling entities through contractual arrangements. We believe that our business is not in an industry related to national security. However, we cannot preclude the possibility that the Ministry of Commerce or other government agencies may publish interpretations contrary to our understanding or broaden the scope of such security review in the future. We may elect to grow our business in the future in part by directly acquiring, or investing in, complementary businesses in China. Complying with the requirements of these regulations to complete such transactions could be time-consuming, and any required approval processes, including obtaining approval from the Ministry of Commerce, may delay or inhibit our ability to complete such transactions.

***Failure to comply with PRC regulations regarding the registration requirements for employee share ownership plans or share option plans may subject the PRC plan participants or us to fines and other legal or administrative sanctions.***

In December 2006, the People's Bank of China, or PBOC, promulgated the Administrative Measures of Foreign Exchange Matters for Individuals, which sets forth the respective requirements for foreign exchange transactions by individuals (both PRC and non-PRC citizens) under either the current account or the capital account. In January 2007, SAFE issued relevant implementing rules that specified approval requirements for certain capital account transactions such as a PRC citizen's participation in the employee stock incentive plans or share option plans of an overseas publicly listed company. In February 2012, SAFE promulgated the Notice on the Administration of Foreign Exchange Matters for Domestic Individuals Participating in the Stock Incentive Plans of Overseas Listed Companies, or the Stock Option Notice. The Stock Option Notice supersedes the requirements and procedures for the registration of PRC resident individuals' participation in stock incentive plans set forth by certain rules promulgated by SAFE in March 2007. Under these measures, PRC resident individuals who participate in an employee stock incentive plan or a share option plan in an overseas publicly listed company are required to register with SAFE and complete certain other procedures. A PRC domestic qualified agent appointed through the PRC subsidiaries of such overseas listed company must file applications on behalf of such PRC resident individuals with SAFE or its local counterpart to obtain approval for an annual allowance with respect to the foreign exchange in connection with stock holding or share option exercises. With the approval from SAFE or its local counterpart, the PRC domestic qualified agent must open a special foreign exchange account at a PRC domestic bank to hold the funds required in connection with the stock purchase or option exercise, payment received upon sales of shares, dividends issued on the stock and any other income or expenditures approved by SAFE or its local counterpart. We and our PRC resident employees who participate in our share incentive plans are subject to these regulations as we are an overseas listed company. We have made registration with the local counterparts of SAFE for our PRC resident employees who participate in our share incentive plans as required under the Stock Option notice and relevant rules. If we or our PRC optionees fail to comply with these regulations, we or our PRC optionees may be subject to fines and other legal or administrative sanctions. See "Item 4. Information on the Company—B. Business Overview—PRC Regulation—Regulations on Employee Stock Options Plans."

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

Pursuant to the Notice on Strengthening Administration of Enterprise Income Tax for Share Transfers by Non-PRC Resident Enterprises, or SAT Circular 698, issued by the State Administration of Taxation, or the SAT, on December 10, 2009 with retroactive effect from January 1, 2008, where a non-resident enterprise transfers the equity interests of a PRC resident enterprise indirectly via disposing of the equity interests of an overseas holding company, or an Indirect Transfer, and such overseas holding company is located in a tax jurisdiction that: (a) has an effective tax rate less than 12.5% or (b) does not tax the foreign income of its residents, the non-resident enterprise, being the transferor, shall report to the relevant tax authority of the PRC resident enterprise this Indirect Transfer. Using a "substance over form" principle, the PRC tax authority may disregard the existence of the overseas holding company if it lacks a reasonable commercial purpose and was established for the purpose of reducing, avoiding or deferring PRC tax. As a result, gains derived from such Indirect Transfer may be subject to PRC withholding tax at a rate of up to 10%. SAT Circular 698 also provides that, where a non-PRC resident enterprise transfers its equity interests in a PRC resident enterprise to its related parties at a price lower than the fair market value, the relevant tax authority has the power to make a reasonable adjustment to the taxable income of the transaction.

On February 3, 2015, the SAT issued SAT Notice 7 to supersede the existing tax rules in relation to the Indirect Transfer, while the other provisions of SAT Circular 698 remain in force. SAT Notice 7 introduces a more sophisticated anti-avoidance guidance. SAT Notice 7 extends its tax jurisdiction to capture not only Indirect Transfer as set forth under SAT Circular 698 but also transactions involving transfer of movable and immovable property in China of a foreign company through the offshore transfer of a foreign intermediate holding company. According to SAT Notice 7, if a non-resident enterprise indirectly transfers PRC taxable properties through an arrangement without reasonable commercial purpose but to avoid PRC Corporate Income Tax, the Indirect Transfer shall be re-characterized and treated as a direct transfer of PRC taxable properties. SAT Notice 7 also interprets the term "transfer of the equity interests in a foreign intermediate holding company" broadly. In addition, SAT Notice 7 provides clearer criteria than Circular 698 on how to assess reasonable commercial purposes and introduces safe harbor scenarios applicable to the public trading of shares in a listed company holding taxable PRC assets and indirect transfers resulting from a corporate restructuring.

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Further, SAT Notice 7 replaces the compulsory reporting requirement in SAT Circular 698 with a voluntary reporting regime and the criteria set forth in Circular 698 for indirect transfer reporting have been abolished. Both the foreign transferor and the transferee, and the PRC tax resident enterprise whose equity interests being transferred may voluntarily report the transfer by submitting the documents required in SAT Notice 7. In addition to the voluntary reporting, SAT Notice 7 empowers the Chinese tax authorities to require various documents from the parties involved. Although SAT Notice 7 provides clarities in many important areas such as reasonable commercial purpose and reporting requirements, it brings challenges to both the foreign transferor and transferee of the Indirect Transfer as they are required to make a self-assessment on whether the transaction should be subject to PRC tax and to file or withhold the PRC tax accordingly. It also introduces the interest regime by providing that where a transferor fails to file and pay tax on time, and where a withholding agent fails to withhold the tax, interest will be charged on a daily basis. If the transferor has provided the required documents and information or has filed and paid the tax within 30 days from the date that the share transfer contract or agreement is signed, interest shall be calculated based on the benchmark interest rate; otherwise, the benchmark interest rate plus 5% will apply.

SAT Notice 7 became effective on February 3, 2015, but it also applies to Indirect Transfers which occurred before its issuance but have not received assessments from the tax authorities. SAT Circular 698 and SAT Notice 7 may be determined by the tax authorities to be applicable to our corporate restructuring where non-resident investors were involved, if any of such transactions were determined by the tax authorities to lack reasonable commercial purpose. As a result, we and our non-resident investors in such transactions may become at risk of being taxed under SAT Circular 698 and SAT Notice 7 and we may be required to expend valuable resources to comply with SAT Circular 698 and SAT Notice 7 or to establish that we should not be taxed under the general anti-avoidance rule of the PRC Enterprise Income Tax Law, which may have a material adverse effect on our financial condition and results of operations or such non-resident investors' investments in us.

There are still uncertainties as to the interpretation and implementation of SAT Notice 7. The PRC tax authorities have the discretion under SAT Circular 698 and SAT Notice 7 to make adjustments to the taxable capital gains based on the difference between the fair value of the equity interests transferred and the cost of investment. We may pursue acquisitions in the future that may involve complex corporate structures. If we are considered a non-resident enterprise under the PRC Enterprise Income Tax Law and if the PRC tax authorities make adjustments to the taxable income of these transactions under Circular 698 and SAT Notice 7, our income tax expenses associated with such potential acquisitions will be increased, which may have an adverse effect on our financial condition and results of operations.

***Discontinuation of any of the preferential tax treatments or imposition of any additional taxes could adversely affect our financial condition and results of operations.***

China passed a new PRC Enterprise Income Tax Law and its implementation rules, which became effective on January 1, 2008. The Enterprise Income Tax Law (a) reduces the statutory rate of the enterprise income tax from 33% to 25%, (b) permits companies established before March 16, 2007 to continue to enjoy their existing tax incentives, adjusted by certain transitional phase-out rules promulgated by the State Council on December 26, 2007, and (c) introduces new tax incentives, subject to various qualification criteria.

The Enterprise Income Tax Law and its implementation rules permit certain “high and new technology enterprises strongly supported by the state” which hold independent ownership of core intellectual property to enjoy a preferential enterprise income tax rate of 15% subject to certain qualification criteria. Autohome WFOE was recognized jointly by the Beijing Municipal Science and Technology Commission and other authorities as a “high and new technology enterprise,” or HNTE, in September 2010 and therefore was eligible for the preferential 15% enterprise income tax rate from 2010 to 2012 upon its filing with the relevant tax authority. The qualification as an HNTE is subject to annual evaluation and a three-year review by the relevant authorities in China. We have obtained renewal of the HNTE qualification through 2016. Beijing Autohome Technologies Co., Ltd., or Beijing Autohome Technologies, was recognized as an HNTE in July 2015 and therefore was eligible for the preferential 15% enterprise income tax rate from 2015 to 2017 upon their filing with the relevant tax authority. Beijing Prbrownies Software Co., Ltd., or Beijing Prbrownies, was recognized as an HNTE in February 2016, qualifying it for the preferential 15% enterprise income tax rate from 2015 to 2017 upon its filing with the relevant tax authority. However, should we lose this qualification for any reason, Autohome WFOE, Beijing Autohome Technologies and Beijing Prbrownies will no longer enjoy the 15% preferential tax rate, and the applicable enterprise income tax rate may increase to up to 25%.

***Our global income and the dividends that we may receive from our PRC subsidiaries, dividends distributed to our non-PRC shareholders and ADS holders, and gains recognized by such shareholders or ADS holders, may be subject to PRC taxes under the Enterprise Income Tax Law, which would have a material adverse effect on our results of operations.***

Under the Enterprise Income Tax Law and its implementation rules, both of which became effective on January 1, 2008, an enterprise established outside of the PRC with “de facto management bodies” within the PRC is considered a resident enterprise and will be subject to the enterprise income tax at the rate of 25% on its global income. The implementation rules define the term “de facto management bodies” as “establishments that carry out substantial and overall management and control over the manufacturing and business operations, personnel, accounting, properties, etc. of an enterprise.” The SAT issued the Notice Regarding the Determination of Chinese-Controlled Offshore Incorporated Enterprises as PRC Tax Resident Enterprises on the Basis of De Facto Management Bodies, or SAT Circular 82, on April 22, 2009. SAT Circular 82 provides certain specific criteria for determining whether the “de facto management body” of a Chinese-controlled offshore-incorporated enterprise is located in China. Although SAT Circular 82 only applies to offshore enterprises controlled by PRC enterprises, not those controlled by PRC individuals, the determining criteria set forth in Circular 82 may reflect the SAT’s general position on how the “de facto management body” test should be applied in determining the tax resident status of offshore enterprises, regardless of whether they are controlled by PRC enterprises or individuals. Although we do not believe that our legal entities organized outside of the PRC constitute PRC resident enterprises, it is possible that the PRC tax authorities could reach a different conclusion. In such case, we may be considered a PRC resident enterprise and may therefore be subject to enterprise income tax at a rate of 25% on our global income. If we are considered a PRC resident enterprise and earn income other than dividends from our PRC subsidiaries, a 25% enterprise income tax on our global income could significantly increase our tax burden and materially and adversely affect our cash flow and profitability.

Pursuant to the Enterprise Income Tax Law and its implementation rules, dividends generated after January 1, 2008 and payable by a foreign-invested enterprise in China to its foreign investors, which are non-PRC tax resident enterprises without an establishment in China, or whose income has no connection with their institutions and establishments inside China, are subject to withholding tax at a rate of 10%, unless any such foreign investor’s jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. We are a Cayman Islands holding company and we conduct our business through our wholly-owned subsidiaries and VIEs in the PRC, of which Autohome WFOE and Chezhiying WFOE are the primary beneficiaries of VIEs. Autohome WFOE is 100% owned by Cheerbright, our wholly owned subsidiary located in the British Virgin Islands. The British Virgin Islands currently does not have any tax treaty with China with respect to withholding tax. As long as Cheerbright is considered a non-PRC resident enterprise and holds at least 25% of the equity interests of Autohome WFOE, dividends that it receives from Autohome WFOE may be subject to withholding tax at a rate of 10%. Chezhiying WFOE is 100% owned by Autohome Link Hong Kong Limited, our wholly owned subsidiary located in Hong Kong. Under the Arrangement between the PRC and the Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion, effective on January 1, 2007, as long as Autohome Link Hong Kong Limited is considered a non-PRC resident enterprise and holds at least 25% of the equity interests of its PRC subsidiaries, dividends that it receives from its PRC subsidiaries may be subject to withholding tax at a preferential rate of 5%, if it is the beneficial owner of the dividends, upon receiving the approval from the local tax authority. In August 2015, the State Administration of Taxation promulgated the Administrative Measures for Non-Resident Taxpayers to Enjoy Treatments under Tax Treaties, or SAT Circular 60, which became effective on November 1, 2015. SAT Circular 60 provides that non-resident enterprises are not required to obtain pre-approval from the relevant tax authority in order to enjoy the reduced withholding tax rate. Instead, non-resident enterprises and their withholding agents may, by self-assessment and upon their confirmation that the prescribed criteria to enjoy the tax treaty benefits are met, directly apply the reduced withholding tax rate, and file necessary forms and supporting documents when performing tax filings, which will be subject to post-filing examinations by the relevant tax authorities. We have migrated our advertising business from our VIEs to the subsidiaries of Autohome Media. Autohome Media is 100% owned by Autohome (Hong Kong) Limited, or Autohome HK, our wholly owned subsidiary located in Hong Kong. Under the Arrangement between the PRC and the Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion, effective on January 1, 2007, as long as Autohome HK is considered a non-PRC resident enterprise and holds at least 25% of the equity interests of its PRC subsidiaries, dividends that it receives from its PRC subsidiaries may be subject to withholding tax at a preferential rate of 5%, if it is the beneficial owner of the dividends, upon receiving the approval from the local tax authority.



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As uncertainties remain regarding the interpretation and implementation of the Enterprise Income Tax Law and its implementation rules, we cannot assure you that if we are regarded as a PRC resident enterprise, any dividends to be distributed by us to our non-PRC shareholders and ADS holders would not be subject to any PRC withholding tax at a rate of up to 10%. Similarly, any gain recognized by such non-PRC shareholders or ADS holders on the sale of shares or ADSs, as applicable, may also be subject to PRC withholding tax. If we are required under the Enterprise Income Tax Law to withhold PRC income tax on our dividends payable to our non-PRC enterprise shareholders and ADS holders, or on gains recognized by such non-PRC shareholders or ADS holders, such investors' investment in our Class A ordinary shares or ADSs may be materially and adversely affected.

***The enforcement of the PRC Labor Contract Law and other labor-related regulations in the PRC may adversely affect our business and our results of operations.***

The PRC Labor Contract Law became effective and was implemented on January 1, 2008 as amended on December 28, 2012 and effective as of July 1, 2013. It has reinforced the protection of employees who, under the PRC Labor Contract Law, have the right, among others, to have written labor contracts, to enter into labor contracts with no fixed terms under certain circumstances, to receive overtime wages and to terminate or alter terms in labor contracts. According to the PRC Social Insurance Law, which became effective on July 1, 2011, and the Administrative Regulations on the Housing Funds, employees are required to participate in pension insurance, work-related injury insurance, medical insurance, unemployment insurance, maternity insurance and housing funds, and the employers must pay all or a portion of the social insurance premiums and housing funds for such employees.

As a result of these laws and regulations designed to enhance labor protection, we expect our labor costs will increase. In addition, as the interpretation and implementation of these new laws and regulations are still evolving, our employment practice may not at all times be deemed in compliance with the new laws and regulations. If we are subject to severe penalties or incur significant liabilities in connection with labor disputes or investigations, our business and results of operations may be adversely affected.

***The Public Company Accounting Oversight Board is not permitted to inspect independent registered public accounting firms operating in China, including our auditor, and as such, investors may be deprived of the benefits of such inspection.***

Our independent registered public accounting firm, as an auditor of companies that are traded publicly in the United States and a firm registered with the Public Company Accounting Oversight Board (United States), or PCAOB, is required by the laws of the United States to undergo regular inspections by PCAOB to assess its compliance with the laws of the United States and professional standards. Because our independent registered public accounting firm is located in China, a jurisdiction where PCAOB is currently unable to conduct inspections without receiving the required approval from the PRC authorities, our independent registered public accounting firm, like other independent registered public accounting firms operating in China, is currently not inspected by PCAOB. Inspections of other firms that PCAOB has conducted outside of China have identified deficiencies in those firms' audit procedures and quality control procedures, which may be addressed as part of the inspection process to improve future audit quality. Since PCAOB cannot conduct inspections of independent registered public accounting firms operating in China without receiving the required approval from the PRC authorities, it is more difficult to evaluate the effectiveness of our independent registered public accounting firm's audit or quality control procedures. As a result, investors may be deprived of the benefits of PCAOB inspections.

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

In December 2012, the SEC brought administrative proceedings against five accounting firms in China, including our independent registered public accounting firm, alleging that they had refused to produce audit work papers and other documents related to certain other China-based companies under investigation by the SEC. On January 22, 2014, an initial administrative law decision was issued, censuring these accounting firms and suspending four of these firms from practicing before the SEC for a period of six months. The decision is neither final nor legally effective unless and until reviewed and approved by the SEC. On February 12, 2014, four of these PRC-based accounting firms appealed to the SEC against this decision. In February 2015, each of the four PRC-based accounting firms agreed to a censure and to pay a fine to the SEC to settle the dispute and avoid suspension of their ability to practice before the SEC. The firms' ability to continue to serve all their respective clients is not affected by the settlement. The settlement requires the firms to follow detailed procedures to seek to provide the SEC with access to Chinese firms' audit documents via the CSRC. If the firms do not follow these procedures, the SEC could impose penalties such as suspensions, or it could restart the administrative proceedings. The settlement did not require the firms to admit to any violation of law and preserves the firms' legal defenses in the event the administrative proceeding is restarted.

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 to not be in compliance with the requirements of the Exchange Act, including possible delisting. Moreover, any negative news about the proceedings against these audit firms may cause investor uncertainty regarding China-based, United States-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 delay or abandonment of this offering, delisting of our ordinary shares from the NYSE or deregistration from the SEC, or both, which would substantially reduce or effectively terminate the trading of our ADSs in the United States.

**Risks Related to our ADSs**

***The market price for our ADSs has fluctuated and may be volatile.***

The daily closing trading prices for our ADSs ranged from US\$19.50 to US\$32.42 in 2016. The trading price for our ADSs may continue to fluctuate in response to factors including, without limitation, the following:

- regulatory developments in our target markets affecting us, our advertisers or our competitors;
- announcements of studies and reports relating to the quality of our services or those of our competitors;
- changes in the economic performance or market valuations of other companies that provide online automotive advertising services;
- actual or anticipated fluctuations in our quarterly results of operations and changes or revisions to our expected results;
- changes in financial estimates by securities research analysts;
- conditions in the online automotive advertising industry;

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- conditions in the online retail industry;
- announcements by us or our competitors of new solutions, acquisitions, strategic relationships, joint ventures or capital commitments;
- additions to or departures of our senior management;
- fluctuations of exchange rates between the RMB and the U.S. dollar;
- release or expiry of lock-up or other transfer restrictions on our outstanding Class A ordinary shares or ADSs;
- sales or perceived potential sales of additional Class A ordinary shares or ADSs;
- obtaining or revocation of any operating license or permit in relation to our business; and
- pending or potential litigation or administrative investigation.

In addition, the securities market has from time to time experienced significant price and volume fluctuations that are not related to the operating performance of any particular company. These market fluctuations may also have a material adverse effect on the market price of our ADSs.

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

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

***Because we do not expect to pay dividends in the foreseeable future, 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 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 of any future dividend income.

Subject to certain exceptions, our board of directors has complete discretion as to whether to distribute dividends. 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, among other things, 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 or even maintain the price at which you purchased the ADSs. You may not realize a return on your investment in our ADSs and you may even lose your entire investment in our ADSs.

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

Sales of our ADSs in the public market, or the perception that these sales could occur, could cause the market price of our ADSs to decline. All ADSs sold in our equity offerings will be freely transferable without restriction or additional registration under the Securities Act. In addition, certain holders of our ordinary shares have the right to cause us to register under the Securities Act the sale of their shares. Registration of these shares under the Securities Act would result in ADSs representing these shares becoming freely tradable without restriction under the Securities Act. Sales of these registered shares, in the form of ADSs, in the public market could cause the price of our ADSs to decline. Such sales also might make it more difficult for us to sell equity or equity-related securities in the future at a time and price that we deem appropriate. In addition, if we pay for our future acquisitions in whole or in part with additionally issued ordinary shares, your ownership interests in our company would be diluted and this, in turn, could have a material and adverse effect on the price of our ADSs.

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***You may not have the same voting rights as the holders of our Class A ordinary shares and may not receive voting materials in time to be able to exercise your right to vote.***

Except as described in this annual report and in the deposit agreement, holders of our ADSs will not be able to exercise voting rights attaching to the Class A ordinary shares represented by our ADSs on an individual basis. Holders of our ADSs will appoint the depositary or its nominee as their representative to exercise the voting rights attaching to the Class A ordinary shares represented by the ADSs. Upon receipt of your voting instructions, the depositary will vote the underlying ordinary shares in accordance with these instructions.

Pursuant to our fourth amended and restated memorandum and articles of association, we may convene a shareholders' meeting upon ten calendar days' notice. If we give timely notice to the depositary under the terms of the deposit agreement (30 business days' notice), the depositary will notify you of the upcoming vote and arrange to deliver our voting materials to you. We cannot assure you that you will receive the voting materials in time to instruct the depositary to vote the Class A ordinary shares underlying your ADSs, and it is possible that you, or persons who hold their ADSs through brokers, dealers or other third parties, will not have the opportunity to exercise a right to vote. In addition, 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 there may be nothing you can do if the Class A ordinary shares underlying your ADSs are not voted as you requested. In addition, although you may directly exercise your right to vote by withdrawing the Class A ordinary shares underlying your ADSs, you may not receive sufficient advance notice of an upcoming shareholders' meeting to withdraw the Class A ordinary shares underlying your ADSs to allow you to vote with respect to any specific matter.

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

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

The depositary of our ADSs has agreed to pay to 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. However, the depositary is not responsible if it decides that it is inequitable or impractical to make a distribution available to any holders of ADSs. For example, the depositary may determine that it is not feasible to distribute certain property through the mail. Additionally, the value of certain distributions may be less than the cost of mailing them. In those cases, the depositary may determine not to distribute such property. We have no obligation to register under U.S. securities laws any ADSs, ordinary shares, rights or other securities received through such distributions. We also have no obligation to take any other action to permit the distribution of ADSs, ordinary shares, rights or anything else to holders of ADSs. This means that you may not receive the distribution we make on our Class A ordinary shares or any value for them if it is illegal or impractical for us to make them available to you. These restrictions may have a material adverse effect on the value of your ADSs.

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

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

### ***You may face difficulties in protecting your interests, and your ability to protect your rights through the U.S. federal courts may be limited because we are incorporated under Cayman Islands law, we conduct substantially all of our operations in China and substantially all of our directors and officers reside outside the United States.***

We are incorporated in the Cayman Islands and conduct substantially all of our operations in China through our PRC subsidiaries and VIEs. Most of our directors and officers reside outside the United States and a substantial portion of the assets of such directors and officers are located outside of the United States. As a result, it may be difficult or impossible for you to bring an action against us or against these individuals in the Cayman Islands or in China in the event that you believe that your rights have been infringed under the securities laws or otherwise. Even if you are successful in bringing an action of this kind, the laws of the Cayman Islands and of China may render you unable to enforce a judgment against our assets or the assets of our directors and officers. There is no statutory recognition in the Cayman Islands of judgments obtained in the United States, although the courts of the Cayman Islands will generally recognize and enforce a non-penal judgment of a foreign court of competent jurisdiction without retrial on the merits.

Our corporate affairs are governed by our memorandum and articles of association, as amended and restated from time to time, and by the Companies Law and common law of the Cayman Islands. The rights of shareholders to take legal action against us and our directors, actions by minority shareholders and the fiduciary responsibilities of our directors 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 English common law, which provides persuasive, but not binding, authority. The rights of our shareholders and the fiduciary responsibilities of our directors under Cayman Islands law are not as clearly established as they would be under statutes or judicial precedents in the United States. In particular, the Cayman Islands has a less developed body of securities laws than the United States and provides significantly less protection to investors. In addition, Cayman Islands companies may not have standing to initiate a shareholder derivative action in U.S. federal courts.

As a result, our public shareholders may have more difficulty in protecting their interests through actions against us, our management, our directors or our major shareholders than shareholders of a corporation incorporated in a jurisdiction in the United States.

### ***Our memorandum and articles of association contain anti-takeover provisions that could adversely affect the rights of holders of our Class A ordinary shares and ADSs.***

Our fourth amended and restated memorandum and articles of association contain certain provisions that could limit the ability of others to acquire control of our company, including a provision that grants authority to our board of directors to establish 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. Preferred shares could be issued quickly with terms calculated to delay or prevent a change in control of our company or make removal of management more difficult. If our board of directors decides to issue preferred shares, the price of our ADSs may fall and the voting and other rights of the holders of our Class A ordinary shares and ADSs may be materially adversely affected. 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 transaction.

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

Because we qualify as a foreign private issuer under the Securities Exchange Act of 1934, as amended, or the Exchange Act, we are exempt from certain provisions of the securities rules and regulations in the United States that are applicable to U.S. domestic issuers, including:

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

We are required to file an annual report on Form 20-F within four months of the end of each fiscal year. We intend to publish our results on a quarterly basis as press releases, distributed pursuant to the rules and regulations of the NYSE. 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 frequent 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, which would be made available to you, were you investing in a United States domestic issuer.

***We may be classified as a passive foreign investment company for United States federal income tax purposes, which could subject United States investors in the ADSs or Class A ordinary shares to significant adverse tax consequences.***

Under United States federal income tax law, we will be classified as a passive foreign investment company (“PFIC”) for any taxable year if either (i) at least 75% of our gross income for the taxable year is passive income or (ii) at least 50% of the value of our assets (based on the average quarterly value of our assets during the taxable year) is attributable to assets that produce 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 as being owned by us for United States federal income tax purposes because we control their management decisions and are entitled to substantially all of the economic benefits associated with such entities, and, as a result, we consolidate their results of operations in our consolidated U.S. GAAP financial statements. Assuming we are the owner of our VIEs for U.S. federal income tax purposes and based on our current income and assets, including goodwill and unbooked intangibles, we do not believe that we were a PFIC for the taxable year ended December 31, 2016 and do not anticipate becoming a PFIC in future taxable years.

While we do not believe that we were a PFIC for the taxable year ended December 31, 2016 and do not anticipate becoming a PFIC in the foreseeable future, no assurance can be given in this regard because the determination of whether we will be or become a PFIC is a fact-intensive inquiry made on an annual basis that depends, in part, on the composition of our income and assets. Fluctuations in the market price of our ADSs may cause us to become a PFIC for the current or subsequent taxable years because the value of assets for the purpose of the asset test 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. Under circumstances where our revenue from activities that produce passive income significantly increase relative to our revenue from activities that produce non-passive income, or where we determine not to deploy significant amounts of cash for active purposes, our risk of becoming classified as a PFIC may substantially increase. In addition, because there are uncertainties in the application of the relevant rules, it is possible that the Internal Revenue Service may challenge our classification of certain income and assets as non-passive or our valuation of our tangible and intangible assets, each of which may result in our becoming a PFIC for the current or subsequent taxable years.

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If we were to be or become a PFIC, a U.S. Holder (as defined in “Item 10. Additional Information—E. Taxation—United States Federal Income Tax Considerations—General”) may incur significantly increased United States income tax on gains recognized on the sale or other disposition of the ADSs or Class A ordinary shares and on the receipt of distributions on the ADSs or Class A ordinary shares to the extent such gain or distribution is treated as an “excess distribution” under United States federal income tax rules. Further, if we were a PFIC for any year during which a U.S. Holder held our ADSs or Class A ordinary shares, we generally would continue to be treated as a PFIC as to such U.S. Holder for all succeeding years during which such U.S. Holder held our ADSs or Class A ordinary shares. Alternatively, U.S. Holders of PFIC shares can sometimes avoid the rules described above by making certain elections, including a “mark-to-market” election or electing to treat a PFIC as a “qualified electing fund.” However, U.S. Holders will not be able to make an election to treat us as a “qualified electing fund” because, even if we were to be or become a PFIC, we do not intend to comply with the requirements necessary to permit U.S. Holders to make such election. Each U.S. Holder is urged to consult its tax advisor concerning the United States federal income tax consequences of owning and disposing of ADSs or Class A ordinary shares if we are or become a PFIC. For more information, see “Item 10. Additional Information—E. Taxation—United States Federal Income Tax Considerations—Passive Foreign Investment Company Rules.”

### ***We incur increased costs as a result of being a public company.***

We are a public company and expect to incur significant accounting, legal and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act, including Section 404 therein relating to internal control over financial reporting, as well as rules subsequently implemented by the SEC and the NYSE, have detailed requirements concerning corporate governance practices of public companies. We expect these rules and regulations applicable to public companies to increase our accounting, legal and financial compliance costs and to make certain corporate activities more time-consuming and costly. Our management is required to devote substantial time and attention to our public company reporting obligations and other compliance matters. We evaluate and monitor developments with respect to these rules and regulations, and we cannot predict or estimate the amount of additional costs we may incur or the timing of such costs. Our reporting and other compliance obligations as a public company may place a significant strain on our management, operational and financial resources and systems for the foreseeable future.

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

## **ITEM 4. INFORMATION ON THE COMPANY**

### **A. History and Development of the Company**

Autohome Inc. was incorporated under the laws of the Cayman Islands under its former name, Sequel Limited, in June 2008 and adopted its current name in October 2011. Shortly after its inception, in June 2008, Autohome acquired all of the equity interests of the following entities:

- Cheerbright International Holdings Limited, or Cheerbright, a British Virgin Islands company that operates *autohome.com.cn*, which was launched in 2005;
- Norstar Advertising Media Holdings Limited, or Norstar, a Cayman Islands Company that, among other businesses, operated *che168.com*, which was launched in 2004; and
- China Topside Limited, or China Topside, a British Virgin Islands company.

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To sharpen our business focus on the automotive industry, we completed a corporate reorganization in 2011 by spinning off our then subsidiaries that were not involved in our core business. In March 2011, we completed the transfer of the *che168.com* business from Norstar to Cheerbright. In June 2011, in connection with our strategy to focus on serving the automotive industry in China, we contributed our entire equity interests in Norstar and China Topside, which serve the information technology industry, to Sequel Media, our subsidiary in the Cayman Islands. We then immediately distributed shares of Sequel Media to our shareholders. Since the spin-off, we have focused on serving the automotive industry in China through our *autohome.com.cn* and *che168.com* websites.

In March, 2012, we established a wholly owned subsidiary, Autohome (Hong Kong) Limited, or Autohome HK, in Hong Kong. In February 2015, we established Autohome E-commerce Hong Kong Limited and Autohome Link Hong Kong Limited in Hong Kong and in April 2015, we established Autohome Financing Hong Kong Limited in Hong Kong. These four subsidiaries have no business operation as of the date of this annual report.

In October 2013, Autohome HK acquired Prbrownies Marketing Limited, a Hong Kong advertising and marketing company, which we renamed Autohome Media Limited, or Autohome Media, in March 2014. Autohome Media has engaged in the advertising business outside the PRC for more than three years, and is therefore qualified to directly invest in a PRC company providing advertising services in accordance with PRC law. Autohome Media has established subsidiaries in Beijing, Shanghai, Guangzhou, Tianjin, Chengdu and Huai'an. We have migrated our advertising business from Guangzhou Advertising, Shanghai Advertising, Beijing Shengtuo Autohome Advertising Co., Ltd., or Autohome Advertising, Beijing Shengtuo Chengshi Advertising Co., Ltd., or Chengshi Advertising, to the subsidiaries of Autohome Media in 2015.

In December 2013, we completed our initial public offering of 8,993,000 ADSs, representing 8,993,000 Class A ordinary shares, and our ADSs were listed on the NYSE under the symbol "ATHM." In November 2014, we completed a public offering, or the 2014 Offering, in which we offered and sold 2,424,801 ADSs, and our then selling shareholders sold 7,220,858 ADSs, representing 2,424,801 Class A ordinary shares and 7,220,858 Class A ordinary shares, respectively.

In June 2015, we established a strategic joint venture with HappiGo Home Shopping Co, a leading TV shopping business in China, to build a full-service auto sales platform. We invested RMB49 million into the joint venture, accounting for 49% of the shareholding.

In September 2015, we established a joint venture, the Financing JV, with three companies unaffiliated with us. We invested a full payment of RMB75 million into the Financing JV for a 25% equity interests of the Financing JV. The Financing JV provides auto financing to car buyers and facilitate the transaction process. In December 2015, we established a wholly owned subsidiary, Beijing Chezhiying Software Co., Ltd. in Beijing, China.

In April 2016, we established a majority owned subsidiary, Beijing Haochezhijia E-commerce Co., Ltd., as a joint venture with Beijing Haoduohaoche Information Technology Co., Ltd., a company unaffiliated with us, which is engaged in automobile transaction-related business. We own a 75% equity interests in Beijing Haochezhijia E-Commerce Co., Ltd.. In September 2016, we established Chengdu Prbrownies Software Co., Ltd. and Huai'an Prbrownies Software Co., Ltd., both of which principally provides dealer subscription services.

On June 22, 2016, Telstra Holdings, our then largest shareholder and a wholly owned subsidiary of Telstra Corporation Limited, completed the sale of approximately 47.4% of our total issued and outstanding shares to Yun Chen Capital Cayman, or Yun Chen, for a consideration of US\$1.6 billion. On February 22, 2017, Yun Chen acquired the Telstra Holdings' remaining equity interests in the Company. As of April 7, 2017, Yun Chen owned 53.3% of our total issued and outstanding shares. Since June 22, 2016, our largest shareholder is Yun Chen, a wholly owned subsidiary of Ping An Group, a financial services group with three core businesses of insurance, banking and investment and whose ordinary shares are listed on the Hong Kong Stock Exchange and the Shanghai Stock Exchange.

Our principal executive offices are located at 10th Floor Tower B, CEC Plaza, 3 Dan Ling Street, Haidian District, Beijing 100080, the People's Republic of China. Our telephone number at this address is +86 (10) 5985 7001. Our registered office in the Cayman Islands is located at 2nd Floor Harbour Center 42 North Church Street George Town, Grand Cayman, Cayman Islands. Our agent for service of process in the United States is Law Debenture Corporate Services Inc., 400 Madison Avenue, 4th Floor, New York, New York 10017.



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See “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Capital Expenditures” for a discussion of our capital expenditures and divestitures.

### **B. Business Overview**

#### **Overview**

We are the leading online destination for automobile consumers in China. Through our two websites, *autohome.com.cn* and *che168.com*, accessible through PCs and mobile devices and our mobile applications, we deliver comprehensive, independent and interactive content to automobile buyers and owners. We have developed a strong and well-recognized brand. Our “汽车之家” (“Autohome”) brand has been the most searched automotive-related keyword during substantially the entire period since July 2011 on *Baidu.com*, the leading Chinese language internet search engine. We have begun to implement four key market segments, namely auto-media, auto-e-commerce, auto-finance and auto-lifestyle into our consumer-centric automotive ecosystem, and transform us from a content-led vertical media business to an automotive eco-platform based on advanced data and technology.

Since our inception, the media business is our core competency. Our ability to reach a large and engaged user base of automobile consumers has made us a preferred platform for automakers and automobile dealers to conduct their advertising and marketing campaigns. We have a high penetration rate in the automaker market, we provided our media services to 85, 87 and 95 automakers operating in China in each of 2014, 2015 and 2016, respectively. We believe our focus on user experience, innovation and high-quality content distinguishes us from our competitors and is the foundation for our long-term success. Our original generated content, professionally generated content, user generated content, comprehensive automobile library and extensive automobile listing information have attracted a large and engaged user base. This, in turn, represents a highly relevant audience that is receptive to automotive advertising. We believe that this user base, together with our nationwide advertising platform, targeted advertising solutions and value-added services, has led to our rapid growth and has laid the foundation for our continuing success.

In addition, we provide subscription services to dealers which allow them to market their inventory and services through our websites and mobile applications, extending the reach of their physical showrooms to potentially millions of internet users in China and generating sales leads for them. We also offer advertising services and other value-added services for individual dealers to complement our leads generation services. Our dealer customers utilize our advertising services and leverage our large user base to support their sales and marketing activities.

Our online transaction platform, Autohome Mall, is a one-stop platform for users to review automotive-related information, purchase coupons offered by automakers or dealers for discounts and make purchases to complete the transaction. Leveraging our strength in user traffic and our consumer data analytic capabilities, we provide direct vehicle sales and commission-based services facilitating transactions through our transaction platform and gradually shift our focus to become an asset-light vehicle e-commerce platform. Our online automotive media and transaction platform captures critical stages of the sales funnel. We aim to address the under-served auto financing market in China, as well as to provide services for the complete consumer automobile ownership life cycle for our customers.

We have experienced significant revenue growth while maintaining profitability. Our net revenues increased from RMB2,132.9 million in 2014 to RMB3,464.0 million in 2015 and RMB5,961.6 million (US\$858.7 million) in 2016, representing a CAGR of 67.2%. Our net income attributable to Autohome Inc. increased from RMB748.7 million in 2014 to RMB990.6 million in 2015 and RMB1,227.9 million (US\$176.9 million) in 2016, representing a CAGR of 28.1%.

## **Our Business Model**

We are the leading online destination for automobile consumers in China. Over the past several years, we have developed the largest and most active online community of automobile consumers in China. We serve three distinct groups: our large and engaged user base of our websites and mobile applications, automobile consumers on our transaction platform and customers for our media services, leads generation services and online marketplace that include automakers, dealers and other auto-related products and service providers. Our business model and technology platforms seek to effectively link each stage of our users' automobile ownership life cycle with the corresponding stage of our customers' sales cycle. In 2016, we have initiated a strategic initiative which implement the four key market segments, namely auto-media, auto-ecommerce, auto-finance, and auto-lifestyle into our consumer-centric automotive ecosystem and transform us from a content-led vertical media business to an automotive eco-platform based on advanced data and technology.

We have built an online automotive media and transaction platform that capture critical stages of the sales funnel, starting from product awareness, to purchase desire initiation and to sales leads generation. To initiate product awareness and purchase desire, we utilize our comprehensive, independent and interactive content through our websites that are accessible through PCs and mobile devices and on our mobile applications to create strong user traffic and user engagement and stickiness. As our user traffic grows, we focus on generating sales leads through engaging our users with our promotional activities. We generate revenues from our media services, which mainly include automaker advertising services and regional marketing campaigns conducted by certain automobile brands' regional offices, and our leads generation services, which include our dealer subscription services, advertising services sold to individual dealer advertisers and other value-added services. We also launched several promotional initiatives such as "Group Buy" initiative to leverage our broad user base in our online social community and convert them into higher quality leads for our dealers.

Finally we provide a transaction platform for automobile buyers to purchase new vehicles directly from the automakers or used vehicle from sellers on our platform. In June 2014, we launched Autohome Mall, an online transaction platform. Autohome Mall is a one-stop platform for users to review automotive-related information, purchase coupons offered by automakers or dealers for discounts and make purchases to complete the transaction. We developed a used automobile listing platform underlying our dedicated used car website *che168.com*, and mobile application, which targets the automobile replacement stage by allowing both used automobile dealers and individuals to list their used automobiles on our websites and mobile applications. We have completed or facilitated successful new and used vehicle transactions on our platform through various sales initiatives and other promotional campaigns. We conducted several online marketing events on Autohome Mall or offline promotion campaigns with our partners, including the annual "Singles' Day" campaign which generated quality sales leads for our dealer customers or our transaction business. In addition, we have been leveraging our comprehensive platform to capture additional revenue opportunities in connection with the remaining stages of the automobile ownership life cycle, such as auto-finance and auto-lifestyle.

## **Our Technology Platform**

Our service offerings for users mainly include our high performance websites and mobile applications, our original, professionally and user generated content and our interactive online community. Our platform is engineered by our big data capability. Our extensive user data originates from our expanding large user base, our automotive ecosystem partners and third-party data providers. Through our comprehensive platform, we have access to valuable data of customers' behaviors and patterns in their automotive lifecycle which allows us to accurately and effectively customize content and commercial offerings. Our accurate and comprehensive user profiling enables us to continuously enhance user experience and improve our ability to attract and retain customers.

## **Our Websites**

Our user-centric approach has successfully attracted the largest user base of automobile consumers in China to our websites. According to the iResearch Public Data, *autohome.com.cn* had an average of 7.4 million unique visitors per day in 2016, more than any of our competitors. On average, our users spent approximately 16.2 minutes per day on *autohome.com.cn*, approximately twice that of our closest competitor. Our users are significantly more affluent, well-educated and active than the general internet users in China. According to a survey conducted by a third-party research firm in October 2015, or the User Survey, the average monthly personal income of our users was RMB9,313, approximately 86% of our users held post-secondary degrees and above, and the average age of our users was 30 and most of the users were male, according to the User Survey. We believe we are well-positioned to capture the fast growth of the internet penetration in China. Our *autohome.com.cn* website targets a wide spectrum of automobile consumers with a focus on new automobiles. To capitalize on the growing used automobile market in China, we redesigned our *che168.com* website, which in the past had features and user base similar to our *autohome.com.cn* website, to focus on used automobiles. The re-designed *che168.com* website was launched in October 2011.

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Most of the content on our websites is tagged by vehicle models to facilitate easy user access. We have developed and are continuing to improve our user intelligence engine to analyze user browsing behavior and prioritize content that the user is likely to find relevant and interesting. A user who searches for or navigates to a page for a specific vehicle model will be provided with links to relevant content such as vehicle specifications, photos and video clips, reviews, competing vehicle models, and listing and promotional information from local dealers. Users can easily compare competing vehicle models and brands for price and specifications to make informed purchase decisions. In addition, these user behavior data are summarized and analyzed on a regular basis to improve user experience and provide consumer intelligence to our advertisers.

To provide a superior experience to our users, we label sponsored content as advertisement to maintain objectivity. We do not allow our advertisers to have any influence over our content rankings, such as our “Most-Viewed Models,” which are generated solely from data relating to the number of times users navigate to the relevant pages. We do not use distracting pop-up advertisements which may adversely affect user experience.

### ***Our Mobile Website and Applications***

For mobile users, our content can be accessed on our websites and on our mobile applications. We have made significant efforts in recent years to optimize the mobile version of our websites to display our content and develop and enhance our mobile applications to capture a greater number of users that access our services through mobile devices. For example, the number of average daily unique users who access our websites via mobile devices amounted to 9.4 million in December 2016. We were among the earliest in our industry in China to introduce both iOS- and Android-based applications to allow users to easily access our content. As of December 31, 2016, we had eleven iOS-based applications and nine Android-based applications. Our mobile applications have generated significant user interest. In 2016, our iOS- and Android-based applications were downloaded approximately 109.2 million times, and the number of average daily unique users of our mobile applications amounted to approximately 8.1 million in December 2016. The combined number of average daily unique visitors for our mobile websites and mobile applications in December 2016 grew about 27% year-over-year. Users can conveniently enjoy features available on our websites from their mobile devices, such as reading articles, checking vehicle prices and model parameters, viewing pictures, and participating in forum discussions. In addition, through our location-based services, our users are able to obtain vehicle pricing information directly from their nearby dealers in approximately 330 cities in China.

### **Our Content**

The foundation of our websites and mobile applications is a large amount of original generated content, professionally generated content and user generated content, a comprehensive automobile library and extensive automobile listing and promotional information organized around our automotive information database. In addition, our automotive information database includes a significant amount of user generated content originating from our user forums.

#### ***Original Generated Content***

Our original generated content is created by our dedicated editorial team and includes automobile-related articles and reviews, pricing trends in various local markets, and photos and video clips. This content covers topics throughout the automobile ownership life cycle, from automobile research, selection and purchase to ownership and maintenance and to eventual replacement. Our review writers obtain first-hand experiences by test-driving many newly released vehicle models provided by various automakers. Our editorial team at our Beijing headquarters and sales offices located in 78 cities throughout China work closely with automakers, dealers and other industry participants to create automobile related articles. Although automakers may provide us with sample vehicles to test drive, we review all new automobiles independently, based upon our teams’ experience and from our users’ perspective.

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We follow well-developed guidelines in creating and publishing content with attention to details, such as the angles of photos, image sizes and the time between industry events and the relevant article publication. These practices enable us to streamline our editorial process and quickly and efficiently make national and local content available to our users, while ensuring that we maintain high quality standards and a consistent user experience.

### ***Professionally Generated Content***

In 2016, we launched an open content platform, “U+”, to invite the key opinion leaders and influential bloggers or writers in the automotive field to contribute their high-quality professional review, analysis and insights on automotive-related topics, including vehicle reviews, industry trend, auto photography, maintenance and others. Our diversified professionally generated contents complement our auto-lifestyle business strategy and brings our users high-quality articles, photographs, video clips and live streaming.

### ***User Generated Content and User Forum***

Our platform hosts an open and vibrant community of automobile consumers, from first-time buyers to sophisticated automobile enthusiasts. Our user community centers around our discussion forums, which are organized based on vehicle models, cities and regions, and provides users an easy and intuitive way to access various topics of interest. Registered users utilize our discussion forums to share a wide range of automotive experiences such as driving experiences and usage and maintenance tips. Users also frequently provide reviews of automobiles or automotive products and services, post questions and receive answers from fellow forum members. We continued to enhance user engagement and participation in the content generation and delivery process. For example, we expanded our user review platform by allowing users to add or modify their views and insights on a continuous basis. We strive to ensure the credibility, appeal and usefulness of our forums by identifying verified automobile owners and empowering selected registered users as forum moderators. Our verified automobile owners are registered users whose vehicle ownership has been confirmed through various channels. Our forum moderators are generally active registered users with significant forum post counts whom we have identified as being reputable automobile enthusiasts within our online community.

Our registered users increased by more than 10.9 million in 2016 with 160.0 million additional pieces of user generated content added to our user forums during 2016. As of December 31, 2016, we had over 30.5 million registered users and 909.0 million cumulative posts in our user forums. As our user base has grown and our user engagement and forum activity has increased, our database of user generated content has expanded, which in turn has attracted more users. Furthermore, this positive effect on our growing user base has also enhanced the effectiveness of our advertisements and therefore the value of our advertising services, allowing us to attract more advertisers and increase revenues from existing advertisers.

### ***Automobile Library and Listing***

We have one of the most comprehensive automobile libraries within our industry in China with over 29,100 vehicle model configurations and approximately 3.7 million photos as of December 31, 2016. We believe our automobile library covers all passenger vehicle models released in China since 2005. It includes a broad range of specifications covering performance levels, dimensions, powertrains, vehicle bodies, interiors, safety, entertainment systems and other unique features, as well as automakers’ suggested retail prices. The scale of content in our automobile library, which we believe would require significant time, expertise and expense to replicate, makes it a valuable tool for our users in researching both new and used automobiles. Our database also includes a large amount of new and used automobile listings and promotional information. With the comprehensive and continuously updated listing information, users can conveniently search for up-to-date information of vehicle models without having to visit each individual dealer at their local showrooms.

## **Our Services**

### ***Our Media Services***

Leveraging our large and rapidly growing user base and utilizing the user intelligence data we have collected, we provide our advertisers with a broad range of advertising solutions and tools. Our advertisers under media services are comprised primarily of automakers and automobile brands' regional offices. As millions of consumers visit our websites for automotive information, we have become an increasingly important medium for automakers and automobile brands' regional offices to conduct their advertising and marketing campaigns.

Automakers typically utilize our advertising services for brand promotion, new model releases and sales promotions. We believe we are well-positioned to provide solutions to meet all of these needs. Our large and growing automobile purchase- and ownership-oriented user base provides a broad reach for automakers' marketing messages. Our automotive content delivery and advertisement management platform allows us to segment our user base in a number of different dimensions, including by users' geographical location and specific automotive interests, and enables us to place advertisements with targeted audiences likely to be receptive to particular advertising messages.

Leveraging our large user base and extensive forum posting data, we provide automakers with more reliable and timely business insights than traditional customer surveys or other post-sales feedback channels. For instance, we analyze user posts in our forums to evaluate consumer response. In addition, we organize various types of offline national or local events for our automaker customers through our online marketing campaigns and user forum activities to complement our advertising services. For example, we help automakers increase their brand awareness and execute sales promotions by organizing large-scale test driving activities and for specific vehicle models in multiple cities across China. Users can conveniently participate and interact with automaker representatives through our forums.

In each of 2014, 2015 and 2016, 85, 87 and 95 automakers in China, which include independent Chinese automakers, joint ventures between Chinese and international automakers and international automakers that sell their cars made outside of China, purchased media services from us. As is customary in China, we sell our advertising services and solutions primarily through third-party advertising agencies that represent the automakers and automobile dealers. We typically enter into individual advertising agreements with the third-party advertising agencies. Although we sell our advertising services and solutions to third-party advertising agencies, we consider the automakers and automobile dealers, who are the main decision makers as to whether to place advertisements on our websites and mobile applications, to be our end-customers. As a result, our sales efforts focus primarily on automakers and automobile dealers. However, through direct contact between our sales team, advertisers and advertising agencies, we are able to maintain good relationships with existing advertisers and their advertising agencies.

### **Our Lead Generation Services**

#### ***Our Dealer Subscription Services***

We provide subscription services to dealers which allow them to market their inventory and services through our websites and mobile applications, extending the reach of their physical showrooms to potentially millions of internet users in China and generating sales leads for them. Our dealer subscription services are delivered through our dealership information system mainly on a fixed-fee basis, typically for a period of one year. Through the web-based interface of our dealership information system, dealers can create online showrooms hosted on our websites and mobile applications and upload and manage their automobile inventories, pricing and promotional information. Potential automobile purchasers can interact with our dealer subscribers online or through toll free numbers provided by us to inquire for more detailed information and schedule test drives. Our dealer subscribers can track all the interactions with their customers originating from our websites and mobile applications, analyze the number of sales leads and assess the effectiveness of their marketing activities.

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We continue to develop our dealer subscription services and plan to implement additional services in the future, which we believe will allow us to reach additional dealers by enabling us to offer basic and premium subscriptions at different price levels.

### *Our Advertising Services for Individual Dealers and Other Value-added Services*

We also offer advertising services and other value-added services for individual dealers to complement our leads generation services. Our dealer customers utilize our advertising services and leverage our large user base to support their sales and marketing activities. In addition to larger brand promotion advertising campaigns organized by the automakers or the group dealers, individual dealers utilize our advertising services to further enhance their visibility in local community, address local market conditions and promote local events. We also provide other value-added services to dealers. For example, we organize “Group Buy” initiatives for individual dealers to take advantage of our large user base online to direct the customers to participate in the Group Buy events. We facilitate the process and connect our users from online to offline to generate sales leads and transaction for our dealer customers.

## **Our Transaction Business**

### *E-commerce platform for new vehicles*

In June 2014, we launched Autohome Mall, an online transaction platform. Autohome Mall is a one-stop platform for users to review automotive-related information, purchase coupons offered by automakers or dealers for discounts and make purchases to complete the transaction. In 2015, we began to provide direct vehicle sales and commission-based services facilitating transactions through our transaction platform. We have completed new vehicle transactions on our platform through various sales initiatives and other promotional campaigns. We conducted several online marketing events on Autohome Mall and offline promotion campaigns with our partners for our transaction business. We also partnered with automakers to sell customized or exclusive models of selected vehicles on our platform. In the fourth quarter of 2016, we began to shift our focus to become an asset-light vehicle e-commerce platform and adopted measures to clear our direct sales vehicle inventories. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Business and Industry—If we are unable to grow our transaction business, we may not be able to achieve our expected business growth and our results of operations may be adversely affected.”

### *Used automobile listing & other platform-based services*

We launched our used automobile listing platform in late 2009. Our used automobile listings services allow dealers and individuals to market their used automobiles for sale on our websites and mobile applications. Our used automobile listing database has been expanding rapidly. We had approximately 7.5 million used automobile listings in our database as of December 31, 2016.

In an effort to capitalize on the used automobile market as it matures, in October 2011, we redesigned our *che168.com* website as a platform dedicated to used automobiles. The redesigned website features content, listings and interactive functionality similar to our *autohome.com.cn* website, but focuses primarily on used automobiles. We also developed a mobile application for our used automobile services. Since 2014, we continued to develop and enhance our used automobile sales platform and began to provide advertising services, dealer subscription services and other platform-based services in selected cities.

The used automobile market still remains at a nascent stage of development and the revenue generated from our used automobile listing and other services, which was included in revenue line under leads generation services, was not significant for the year ended December 31, 2016.

## **Technology and Product Development**

Our technologies and infrastructure are critical to our success. We follow a user-centric strategy for our system architecture and have developed robust and scalable technology platforms with sufficient flexibility to support our rapid growth.

A key component of our user-centric strategy is our user intelligence engine which we have developed and are continually enhancing. Our user intelligence engine allows us to rapidly gather user intelligence by analyzing large amounts of data from many sources throughout our content production system. We are able to monitor and analyze user behaviors through their browsing record on our platforms. We can utilize such user intelligence data to personalize user interfaces, associate and understand the relationship of information from different sources and facilitate interactions among users and various elements on our websites and mobile applications. It also helps us recommend suitable products, services and user connections to our users. Through our user intelligence engine, we can engage our users more closely by providing them with relevant content throughout their automotive lifecycle. We are also able to provide precision marketing services to our automakers, dealers and other automotive-related customers so that they can accurately deliver relevant advertisements to targeted users who are more receptive to such marketing information.

We provide automobile consumers trend analysis services for our automaker and dealer customers that help them analyze data in specific geographic markets such as consumer purchasing behavior characteristics and their brand strength in comparison to that of their competitors. We believe the consumer intelligence gathered from our large user base reflects the current automotive market trends in China and provides excellent market insight to our automaker and dealer customers.

We invested heavily in mobile technologies and were among the earliest in our industry in China to introduce a mobile version of our websites and both Apple iOS- and Android-based applications to allow our users to easily access our content. We have built up a team of research and development personnel to focus exclusively on the development and enhancement of our mobile websites and applications and to explore new business models and opportunities through mobile technology. We plan to continue to leverage our mobile technology to enhance the functions and user interface of our mobile applications for Apple iOS and Android platforms focusing on convenience, real-time interaction and location based services.

We had an experienced product development team of 1,379 engineers as of December 31, 2016. Our past innovation has focused on helping users research, select and purchase suitable vehicles through our websites. We plan to develop additional products and services for our mobile applications and media-related technology and enhance our big data analysis capabilities and augmented reality related technologies.

## **Sales and Marketing**

Our nationwide in-house team of sales representatives sells our services to automakers and dealers. As of December 31, 2016, we had 1,775 sales and marketing representatives operating our physical sales office network spanning 78 cities across China and visiting customers in an additional 126 satellite cities, a significant increase from December 31, 2009, when we had physical sales offices in 17 cities. We have a prudent expansion plan and we typically only open new physical sales offices in a city after we have already established a sufficient customer base in the area. In cities where we do not yet have a customer base, we provide sales coverage by telephone. Our Beijing-based telephone sales team provided sales coverage to the cities in which we did not have physical sales offices. Our sales team also provides ongoing customer support to advertisers and dealer subscribers. In the past years, we have successfully expanded our market presence in the first- and second-tier cities in China. We plan to continue to expand our sales and marketing efforts into third- and fourth-tier cities to further capture the opportunities for automobile sales growth in those markets.

Our sales team is equipped with specialized automotive industry knowledge and expertise, understands our customers' needs and is trained to help them develop their advertising strategies. Salespeople work directly with our advertisers and advertising agencies that represent advertisers. Our sales team also maintains close relationships with our dealer customers by, among other things, providing continuing training, support and ongoing customer service for our dealer subscriptions services and other value-added services. Our sales team for transaction business is in charge of customer services and maintains our relationships with automakers, our dealership partners, and business development personnel.

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Compensation for our salespeople includes a base salary and incentives based on the sales revenues they generate. We provide regular in-house and external education and training to our salespeople to help them provide current and prospective customers with information on, and the advantages of using, our services. We believe that our performance-linked compensation structure and career-oriented training help to retain and motivate our salespeople.

We believe brand recognition is important to our ability to attract users. We focus our sales and marketing efforts through search engines, navigation websites and mobile platforms to retain and strengthen our leading position in terms of user reach. For example, we cooperate with application stores and mobile browsers to promote our mobile applications and our websites. We also conduct online marketing events on Autohome Mall or offline promotion campaigns with our partners, including the annual “Singles’ Day” campaign which generated quality sales leads for our dealer customers or our transaction business.

### **Intellectual Property**

Our intellectual property includes trademarks and trademark applications related to our brands and services, software copyrights, trade secrets and other intellectual property rights and licenses. We seek to protect our intellectual property assets and brands through a combination of trademark, patent, copyright and trade secret protection laws in the PRC and other jurisdictions, as well as through confidentiality agreements and other measures.

We hold 汽车之家\* and 车之家\* (both mean “auto home” in English) and “AUTOHOME®” trademarks in China. In addition, as at December 31, 2016, we held 110 pending trademark applications and 129 registered trademarks in China. As at the same date, we had 55 registered domain names, including our main website domain names, *autohome.com.cn* and *che168.com*, 103 pending patent applications, and 51 registered patents. We had 189 computer software copyrights as of December 31, 2016.

### **Competition**

With respect to our advertising services, we face competition from China’s automotive vertical websites and mobile applications, such as *Xcar*, *PCauto* and *BitAuto*, from the automotive channels of major internet portals, such as *Sina* and *Sohu*, and from companies engaged in online, mobile social media, news, video and live-streaming applications. We may also face competition from companies engaged in the online automobile transaction business, such as *Alibaba*, *JD* and *BitAuto*, as we develop our automobile online marketplace. In addition, we also face competition from other online used-automobile platforms, such as *51auto*, *Youxinpai*, *Guazi* and *Renrenche* and companies engaged in social media business, such as *Jinri Toutiao* and *Tencent*. Competition with these and other websites and mobile applications is primarily centered on increasing user reach, user engagement and brand recognition, relationships with the suppliers, and attracting and retaining advertisers or customers, among other factors. Competition will be centered on factors similar to those affecting our current media services and leads generation services, primarily centered on increasing user reach, user engagement and brand recognition, relationships with the suppliers, and attracting and retaining advertisers or customers, among other factors. For our transaction business, as online automobile transaction is a relatively new business model and consumers in China might be accustomed to make automobile purchases with traditional dealerships, we cannot guarantee that the automobile consumers in China will accept such business model. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Business and Industry—We face significant competition, and if we fail to compete effectively, we may lose market share and our business, prospects and results of operations may be materially and adversely affected.”



## Seasonality

Our quarterly revenues and other operating results have fluctuated in the past and may continue to fluctuate depending upon a number of factors, many of which are beyond our control. Our business experiences seasonal variations in association with the demand for automobiles in China. For example, the first quarter of each year generally contributes the lowest portion of our annual net revenues primarily due to a slowdown in business activity around and during the Chinese New Year holiday, which occurs during the period. Consequently, our results of operations may fluctuate from quarter to quarter. As each of our business lines may have different seasonality factors and the mix of our revenue source may shift from year to year, our past performance may not be indicative of future trends. See also “Item 3. Key Information—D. Risk Factors—Risks Related to Our Business and Industry—Our business is subject to fluctuations, which makes our results of operations difficult to predict and may cause our quarterly results of operations to fall short of expectations.”

## Legal Proceedings

From time to time, we may be subject to various claims and legal actions that arise in the ordinary course of our business. There are currently no legal proceedings that, in the opinion of our management, may have a material adverse effect on our business and results of operations.

## Disclosure of Iran-related Activities under Section 13(r) of the Securities Exchange Act of 1934

Section 219 of the Iran Threat Reduction and Syria Human Rights Act of 2012 added Section 13(r) to the Securities Exchange Act of 1934, as amended, or the Exchange Act. Section 13(r) requires an issuer to disclose in its annual or quarterly reports, as applicable, whether it or any of its affiliates knowingly engaged in certain activities, transactions or dealings relating to Iran or with designated natural persons or entities involved in terrorism or the proliferation of weapons of mass destruction. Disclosure is required even where the activities, transactions or dealings are conducted outside the United States by non-U.S. affiliates in compliance with applicable law, whether or not the activities are sanctionable under U.S. law.

As of the date of this report, we are not aware of any activity, transaction or dealing by us or any of our affiliates for the year ended December 31, 2016 that requires disclosure in this report under Section 13(r) of the Exchange Act, except as set forth below with respect to our affiliate, Telstra Corporation Limited, or Telstra.

Telstra has informed us that it is party to roaming, interconnection and wholesale voice agreements with the following telecommunication providers in Iran, some of which may be government-controlled entities: Mobile Company of Iran, Rafsanjan Industrial Complex Islamic Cooperative Company (also known as Taliya) and Telecommunication Infrastructure Company of Iran. These agreements provide Telstra’s customers with service in areas where Telstra does not own networks and our counterparties’ customers with service on Telstra’s networks. As Telstra’s fiscal year ends on June 30, Telstra does not normally prepare gross revenue or net profit on the basis of a year ended on December 31. Further, Telstra does not allocate costs on an agreement-by-agreement or country-by-country basis and therefore does not normally calculate a profit measure on such bases. However, for the year ended December 31, 2016, gross revenues generated by roaming, interconnection and wholesale voice agreements with Iranian entities are estimated to be less than A\$1,258,850 (US\$910,149) and gross expenses are estimated to be less than A\$1,767,413 (US\$1,277,840), in this connection. In addition, Telstra provides telecommunications services in the ordinary course of business to the Embassy of the Islamic Republic of Iran in Australia. Gross revenues and net profits generated by these services are estimated to be less than A\$40,000 (US\$28,920) for the year ended December 31, 2016.

We understand that Telstra intends to continue these activities.

The financial data in this section has been translated from Australian dollars into U.S. dollars using the noon buying rate for December 30, 2016 of A\$1.00=US\$0.7230.

## PRC Regulation

This section summarizes the principal PRC laws and regulations relevant to our business and operations.

## **Regulations on Value-Added Telecommunications Services**

On September 25, 2000, the State Council promulgated the Telecommunications Regulations, or the Telecom Regulations, which draw a distinction between “basic telecommunication services” and “value-added telecommunication services.” The Telecommunications Regulations were subsequently revised on July 29, 2014 and on February 6, 2016. On December 25, 2015, the MIIT published the Classification Catalogue of Telecommunications Services (the 2015 Catalogue), which took effect on March 1, 2016. The first catalogue was published in September 2000 and was subsequently amended in 2001 and 2003, respectively. Under the 2015 Catalogue, “value-added telecommunication services” was further classified into two sub-categories and 10 items. Internet content provision services, or ICP services, is under the second subcategory of value-added telecommunications businesses. Under the Telecom Regulations, commercial operators of value-added telecommunications services must first obtain an operating license from the MIIT or its provincial level counterparts.

On September 25, 2000, the State Council issued the Administrative Measures on Internet Information Services, or the Internet Measures. The measures were subsequently revised on January 8, 2011. According to the Internet Measures, commercial ICP service operators must obtain an ICP license from the relevant government authorities before engaging in any commercial ICP operations within the PRC.

On March 1, 2009, the MIIT promulgated the Administrative Measures on Telecommunications Business Operating License, or the Telecom License Measures, which took effect on April 10, 2009. The Telecom License Measures set forth the types of licenses required to operate value-added telecommunications services and the qualifications and procedures for obtaining such licenses. For example, an ICP operator providing value-added services in multiple provinces is required to obtain an inter-regional license, whereas an ICP operator providing the same services in one province is required to obtain a local license.

To comply with these PRC laws and regulations, both of our ICP operators, Autohome Information and Shengtuo Hongyuan, hold ICP licenses. Autohome Information also holds a value-added telecommunications business operation license for provision of mobile network information services.

## **Restrictions on Foreign Ownership in Value-Added Telecommunications Services**

According to the Provisions on Administration of Foreign Invested Telecommunications Enterprises, or the FITE Provisions, promulgated by the State Council on December 11, 2001 and amended on September 10, 2008 and February 6, 2016, respectively, the ultimate foreign equity ownership in a value-added telecommunications service provider must not exceed 50%. Moreover, for a foreign investor to acquire any equity interest in a value-added telecommunication business in China, it must demonstrate a good track record and experience in operating value-added telecommunications services. Foreign investors that meet these requirements must obtain approvals from the MIIT and the Ministry of Commerce or its authorized local branches, and the relevant approval application process usually takes six to nine months.

On July 13, 2006, the MIIT issued the Notice of the MIIT on Intensifying the Administration of Foreign Investment in Value-added Telecommunications Services. This notice prohibits domestic telecommunication service providers from leasing, transferring or selling telecommunications business operating licenses to any foreign investor in any form, or providing any resources, sites or facilities to any foreign investor for their illegal operation of a telecommunications business in China. According to this notice, either the holder of a value-added telecommunication business operating license or its shareholders must legally own the domain names and trademarks used by such license holders in their provision of value-added telecommunication services. The notice further requires each license holder to have the necessary facilities, including servers, for its approved business operations and to maintain such facilities in the regions covered by its license. In addition, all value-added telecommunication service providers are required to maintain network and internet security in accordance with the standards set forth in relevant PRC regulations. If a license holder fails to comply with the requirements in the notice and cure such non-compliance, the MIIT or its local counterparts have the discretion to take measures against such license holders, including revoking their value-added telecommunication business operating licenses.

To comply with these PRC regulations, we operate our websites through our VIEs, Autohome Information and Shengtuo Hongyuan. Each of Autohome Information and Shengtuo Hongyuan is currently 50% owned by Min Lu and 50% owned by Haiyun Lei, both of whom are PRC citizens. Both Autohome Information and Shengtuo Hongyuan hold ICP licenses.

## **Regulations on Internet Content Services**

The National People's Congress has enacted laws with respect to maintaining the security of internet operation and internet content. According to these laws, as well as the Internet Measures, violators may be subject to penalties, including criminal sanctions, for internet content that:

- opposes the fundamental principles stated in the PRC constitution;
- compromises national security, divulges state secrets, subverts state power or damages national unity;
- harms the dignity or interests of the state;
- incites ethnic hatred or racial discrimination or damages inter-ethnic unity;
- undermines the PRC's religious policy or propagates heretical teachings or feudal superstitions;
- disseminates rumors, disturbs social order or disrupts social stability;
- disseminates obscenity or pornography, encourages gambling, violence, murder or fear or incites the commission of a crime;
- insults or slanders a third party or infringes upon the lawful rights and interests of a third party; or
- is otherwise prohibited by law or administrative regulations.

On February 4, 2015, the China Internet Network Information Center promulgated the Administrative Provisions on Account Names of Internet Users, or the Account Names Provisions, which became effective as of March 1, 2015. The Account Name Provisions require all users of internet information service providers to authenticate their real identity information for registration of accounts and to commit to complying with the "seven basic requirements," including observing the laws and regulations, upholding the socialist regime, protecting state interests and, among other requirements, ensuring the authenticity of any information they provide. Relevant internet information service providers are responsible for the protection of users' privacy, consistency of user information, such as account names, avatars, the requirements contemplated in the Account Names Provisions, making reports to the competent authorities regarding any violation of the Account Names Provisions, and taking appropriate measures to stop any such violations, such as notifying the user to make corrections within a specified time and suspending or closing accounts in the event of continuing non-compliance.

ICP operators are required to monitor their websites. They may not post or disseminate any content that falls within these prohibited categories and must remove any such content from their websites. The PRC government may shut down the websites of ICP license holders that violate any of the above-mentioned content restrictions, order them to suspend their operations, or revoke their ICP licenses. These laws and regulations apply to the websites and mobile applications we operate through our VIEs.

## **Regulations on Internet Privacy**

In recent years, PRC government authorities have enacted legislation on internet use to protect personal information from any unauthorized disclosure. The PRC law does not prohibit ICP operators from collecting and using personal information from their users with the users' consent. However, the Internet Measures prohibit an ICP operator from insulting or slandering a third party or infringing the lawful rights and interests of a third party. The regulations further authorize the relevant telecommunications authorities to order ICP operators to rectify unauthorized disclosure. ICP operators are subject to legal liability if the unauthorized disclosure results in damages or losses to users. The PRC government, however, has the power and authority to order ICP operators to turn over personal information if an internet user posts any prohibited content or engages in illegal activities on the internet. On December 29, 2011, the MIIT promulgated the Several Provisions on Regulating the Market Order of Internet Information Services, effective as of March 15, 2012. It stipulates that ICP operators may not, without a user's consent, collect the user's information that can be used alone or in combination with other information to identify the user and may not provide any such information to third parties without the user's prior consent. ICP operators may only collect users' personal information that is necessary to provide their services and must expressly inform the users of the method, content and purpose of the collection and use of such personal information. In addition, an ICP operator may only use users' personal information for the stated purposes under the ICP operator's scope of service. ICP operators are also required to ensure the proper security of users' personal information, and take immediate remedial measures if users' personal information is suspected to have been inappropriately disclosed. If the consequences of any such disclosure are expected to be serious, ICP operators must immediately report the incident to the telecommunications regulatory authority and cooperate with the authorities in their investigations.

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On December 28, 2012, the Standing Committee of the National People's Congress of the PRC issued the Decision on Strengthening the Protection of Online Information. Most requirements under this decision relevant to ICP operators are consistent with the requirements already established under the MIIT provisions discussed above, but are often stricter and broader. Under this decision, ICP operators are required to take such technical and other measures necessary to safeguard information against inappropriate disclosure. To further implement this decision and relevant rules, MIIT issued the Regulation of Protection of Telecommunication and Internet User Information on July 16, 2013, which became effective on September 1, 2013.

To comply with these laws and regulations, we require our users to accept a user terms of service whereby they agree to provide certain personal information to us, and have established information security systems to protect users' privacy.

### **Regulations on Advertisements**

The PRC government regulates advertising, including online advertising, principally through the SAIC, although there is no PRC law or regulation at the national level that specifically regulates the online advertising business. Prior to November 30, 2004, in order to conduct any advertising business, an enterprise was required to hold an operating license for advertising in addition to a relevant business license. On November 30, 2004, the SAIC issued the Administrative Rules for Advertising Operation Licenses, effective as of January 1, 2005, which was replaced by Administrative Provisions on Advertising Registration issued on November 1, 2016 and took effect on December 1, 2016. The advertisement operation entities are restricted to radio stations, TV stations and newspaper and periodical publishers and the Advertising Operation License was cancelled. Therefore, our subsidiaries and VIEs are not required to hold an advertising operation license.

Before we acquired Autohome Media (formerly known as Pbrownies Marketing Limited) in October 2013, we conducted our advertising business through two subsidiaries of Autohome Information, namely Autohome Advertising and Chengshi Advertising, Shanghai Advertising and Guangzhou Advertising due to the previous restrictions on foreign investors holding direct equity interests in PRC advertising companies. In October 2013, Autohome HK acquired Autohome Media, a Hong Kong advertising and marketing company. Autohome Media has established subsidiaries in Beijing, Shanghai, Guangzhou, Tianjin, Chengdu and Huai'an. We have migrated our advertising business from Autohome Advertising, Chengshi Advertising, Shanghai Advertising and Guangzhou Advertising, to the subsidiaries of Autohome Media in 2015.

Advertisers, advertising operators and advertising distributors are required by PRC advertising laws and regulations to ensure that the content of the advertisements they produce or distribute are true and in full compliance with applicable laws and regulations. In addition, where a special government review is required for certain categories of advertisements before publishing, the advertisers, advertising operators and advertising distributors are obligated to confirm that such review has been duly performed and that the relevant approval has been obtained. Violation of these regulations may result in penalties, including fines, confiscation of advertising income, orders to cease dissemination of the advertisements and orders to publish an advertisement correcting the misleading information. In circumstances involving serious violations, the SAIC or its local branches may order the violator to terminate its advertising operation or even revoke its business license. Furthermore, advertisers, advertising operators or advertising distributors may be subject to civil liabilities if they infringe on the legal rights and interests of third parties.

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On April 24, 2015, the Standing Committee of the National People's Congress issued the PRC Advertising Law or the Advertising Law, which came into effect on September 1, 2015. The Advertising Law applies to all advertising activities conducted via the internet. The Advertising Law requires that users must be able to close online pop-up ads with one click. Moreover, internet service providers are obligated to cease publishing any advertisements that they know or should know are illegal. Violation of these regulations may result in penalties, including fines, confiscation of the advertising incomes, termination of advertising operations and even suspension of the provider's business license.

On July 4, 2016, the SAIC issued the Interim Measures for the Administration of Internet Advertising or the Internet Advertising Measures, which came into effect as of September 1, 2016. All advertising activities by means of the internet are governed by the Advertising Law and the Internet Advertising Measures. Pursuant to the Internet Advertising Measures, the term "Internet Advertisement" shall mean commercial advertisement that promote commodities or services, directly or indirectly, via Internet media such as websites, webpages and internet application programs in the form of texts, pictures, audios, videos or other forms, including the advertisement containing a web link or links, e-mail advertisement, paid search advertisement, and advertisement contained in commercial presentations that promote commodities or services, etc. The Internet Advertising Measures requires that an internet advertisement shall be identifiable and clearly identified as an "advertisement" so that users will tell it is an advertisement, and the following activities shall be prohibited: (i) providing or using any application programs or hardware to intercept, filter, cover, fast forward or otherwise restrict any authorized advertisement of other persons; (ii) using network pathways, network equipment or applications to disrupt the normal data transmission of advertisements, alter or block authorized advertisements of other persons or load advertisements without authorization; or (iii) using false statistical data, transmission effect or internet medium value to induce incorrect quotations, seek undue interests or damage the interests of other persons.

Pursuant to the Internet Advertising Measures, the punishments on illegal acts shall be administered by the local administrative authority for industry and commerce ("AIC") in the place where the advertisement publisher is located. However, if an advertiser or advertising agent who violates the Advertising Law or the Internet Advertising Measures is outside the jurisdiction of the local AIC of the advertisement publisher, such case may be referred to the local AIC where the advertiser or advertising agent is located; in the event that the local AIC in the place where the advertiser or advertising agent is located has discovered any clues or received complaints or reports about such illegal acts, they may also exercise the administration. For any illegal advertisements published by advertisers themselves, such case shall be administered by the local AIC where the advertisers are located.

To comply with these laws and regulations, we include clauses in our advertising contracts requiring that all advertising content provided by advertisers must comply with relevant laws and regulations. Prior to website posting, our staff reviews advertising materials to ensure there is no violent, pornographic or any other improper content, and will request the advertiser to provide government approval if the advertisement is subject to special government review.

### **Regulations on Broadcasting Audio/Video Programs through the Internet**

On July 6, 2004, the SARFT promulgated the Rules for the Administration of Broadcasting of Audio/Video Programs through the Internet and Other Information Networks, or the A/V Broadcasting Rules, which were replaced by Provisions on the Administration of Private Network and Targeted Communication Audio-visual Program Services which took effect on June 1, 2016. For an entity that engages in content delivery, integrated broadcast control, transmission distribution and other private network and targeted communication to send audio-visual program services, the "information network transmission audio-visual program permit" is required.

On April 13, 2005, the State Council announced Several Decisions on Investment by Non-state-owned Companies in Culture-related Business in China. These decisions encourage and support non-state-owned companies to enter certain culture-related business in China, subject to restrictions and prohibitions for investment in audio/video broadcasting, website news and certain other businesses by non-state-owned companies. These decisions authorize the SARFT, the Ministry of Culture and the General Administration of Press and Publication to adopt detailed implementation rules according to these decisions.

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On December 20, 2007, the SARFT and the MIIT jointly issued the Rules for the Administration of Internet Audio and Video Program Services, commonly known as Circular 56, which came into effect as of January 31, 2008 and was amended in August, 2015. Circular 56 reiterates the requirement set forth in the A/V Broadcasting Rules that online audio/video service providers must obtain an “internet audio/video program transmission license” from the SARFT. Furthermore, Circular 56 requires all online audio/video service providers to be either wholly state-owned or state-controlled companies. According to relevant official answers to press questions published on the SARFT’s website dated February 3, 2008, officials from the SARFT and the MIIT clarified that online audio/video service providers that already had been operating lawfully prior to the issuance of Circular 56 may re-register and continue to operate without becoming state-owned or controlled, provided that such providers have not engaged in any unlawful activities. This exemption will not be granted to online audio/video service providers established after Circular 56 was issued. These policies have been reflected in the Application Procedure for Audio/Video Program Transmission License. Failure to obtain the internet audio/video program transmission license may subject an online audio/video service provider to various penalties, including fines of up to RMB30,000, seizure of related equipment and servers used primarily for such activities and even suspension of its online audio/video services.

To comply with these laws and regulations, Autohome Information obtained an internet audio/video program transmission license on February 9, 2010, for automotive-industry-information-related audio/video programs posted on our *autohome.com.cn* website and relevant mobile applications.

### **Regulations on Producing Audio/Video Programs**

On July 19, 2004, the SARFT promulgated the Administrative Measures on the Production and Operation of Radio and Television Programs, effective as of August 20, 2004. On August 28, 2015, State Press and Publication of the General Administration of Radio and Television Decree No.3 was issued to amend some provisions of the aforesaid Measures. These Measures provide that anyone who wishes to produce or operate radio or television programs must first obtain an operating permit. Applicants for this permit must meet several criteria. And Autohome Information and Shengtuo Hongyuan hold operating licenses for the production and dissemination of radio and television programs for special topic programs, cartoons and television variety shows.

### **Regulations on Internet Mapping Services**

According to the amended Notice on Printing and Distributing Regulations on the Management of Surveying and Mapping Qualification and Standard of Surveying and Mapping Qualification Classification issued by the National Administration of Surveying, Mapping and Geoinformation, or NASMG, in July 2014, an entity providing internet mapping services shall apply for the Surveying and Mapping Qualification Certificate for Surveying and Mapping, and perform within the scope of the certificate. According to these rules, certain conditions and requirements, such as the number of technical personnel and map security verification personnel, security facilities and approval from relevant provincial or national government on the service provider’s security system, qualification management and filings management, are necessary for an entity applying for a Surveying and Mapping Qualification Certificate. Pursuant to the Notice on Further Strengthening the Administration of Internet Map Services Qualification issued by the NASMG in December 2011, any entity that has not yet applied for a surveying qualification certificate for internet mapping services is prohibited from providing any internet mapping services.

On November 26, 2015, the State Council enacted the Administrative Regulations on Maps, or the Maps Regulations, effective as of January 1, 2016. The Maps Regulations requires entities engaging in internet mapping services, such as geographic positioning, the uploading of geographic information or markings, and the development of a public map database, to obtain a relevant qualification certificate for surveying and mapping. The Maps Regulations require entities engaging in online map services to use mapping data approved by the relevant governmental authorities, host servers storing map data within the PRC, and establish a management system as well as protection measures for the data security of the online maps. The mapping data must not contain any content prohibited by the Maps Regulations, and no entities or individuals are allowed to upload or mark such prohibited content online. Further, entities engaging in internet mapping services shall keep confidential any information involving state secrets and trade secrets acquired during their work.

We have provided maps on our websites and mobile applications for the convenience of our users to locate certain services providers. Both Autohome Information and Shengtuo Hongyuan hold the Surveying and Mapping Qualification Certificate for internet mapping.

### **Regulations on Online Cultural Services**

On February 17, 2011, the Ministry of Culture promulgated the Internet Culture Administration Tentative Measures, or the Internet Culture Measures, which became effective on April 1, 2011 and replaced the original measures promulgated in 2003 and amended in 2004. The Internet Culture Measures require ICP operators engaged in “internet culture activities” to obtain an internet cultural operating license from the provincial administration of culture. The term “internet culture activities” includes, among other things, online dissemination of internet cultural products (such as audio-video products, gaming products, performances of plays or programs, works of art and cartoons) and the production, reproduction, importation, publication and broadcasting of internet cultural products.

Autohome Information has applied for and obtained an internet culture operating license in January 2013, and we have renewed our license to include “use of information network to operate music entertainment products, game products, performance drama (section), performance”.

### **Regulations on Internet Publishing**

The Administrative Provisions on Online Publishing Services, or the Online Publishing Provisions, was jointly issued by the MIIT and the State General Administration of Press, Publication, Radio, Film and Television in 2016, and came into effect on March 10, 2016. The Online Publishing Provisions define “online publishing services” as providing online publications to the public through information networks. Any online publishing services provided in the territory of the PRC are subject to these provisions. The Online Publishing Provisions requires any internet publishing services provider to obtain an online publishing service license to engage in online publishing services. Under the Online Publishing Provisions, online publications refers to digital works which have publishing features such as digital work that have been edited, produced or processed and which are made available to the public through information networks, including written works, pictures, maps, games, cartoons, audio/video reading materials and other methods. Any online game shall obtain approval from SAPPRFT before it is launched online. Furthermore, Sino-foreign equity joint ventures, Sino-foreign cooperative joint ventures and wholly foreign-owned enterprises cannot engage in providing web publishing services.

Based on a consultation we had with the local press and publication administration authority, we believe we are not required to obtain the internet publishing license as the activities we engage in on our websites and mobile applications do not constitute “internet publishing activities,” as such term is used in the Online Publishing Provisions. We are also not aware of companies with an operation similar to ours that have obtained or been required to obtain the internet publishing license. As a result, both Autohome Information and Shengtuo Hongyuan have not applied for such internet publishing approval. However, in the event that our activities are deemed to be “internet publishing,” we may be required to obtain approval from GAPP. If we are deemed to be in breach of relevant internet publishing regulations, the PRC regulatory authorities may seize the related equipment and servers used primarily for such activities and confiscate any revenues generated from such activities. In addition, relevant PRC authorities may also impose a fine of five to ten times of any revenues exceeding RMB10,000 or a fine of not more than RMB50,000 if such related revenues are below RMB10,000.

### **Regulations on Internet News Information Service**

In September 2005, the State Council Information Office, or SIIO, and the Ministry of Industry and Information Technology jointly issued the Provisions for the Administration of Internet News Information Services, or Internet News Provision. Internet news information services shall include the publishing of news via the internet, provision of electronic bulletin services on current and political events and transmission of information on current and political events to the public. Under the Internet News Provision, internet news service providers shall also include entities that are not established by the press but reproduce internet news from other sources, provide electronic bulletin services on current and political events, and transmit such information to the public. The Information Office of the State Council shall be in charge of the supervision and administration of the internet news information services throughout China. The counterparts of the Information Office of the State Council at the provincial level shall take charge of the supervision and administration of the internet news information services within their own jurisdiction. The SIIO circulated a revised draft of the Administrative Regulations for Internet News Information Services to solicit public comments on January 11, 2016.

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If we release information that may be deemed by authorities as internet news, we may be required to obtain the internet news information service license. However, we have consulted the relevant government authorities and have been informed that we would not be required to obtain the internet news releasing license because the internet news posted on our websites and mobile applications is only automotive industry related news which is not political in nature or related to macroeconomics. However, if any of the internet news posted on our websites and mobile applications is deemed by the government to be political in nature, related to macroeconomics, or otherwise requires such license based on the sole discretion of the government authority, we would need to apply for such license. If we are deemed to be in breach of the Internet News Provision or other relevant internet news releasing regulations, the PRC regulatory authorities may suspend our information release activities and impose a fine exceeding RMB10,000 but not more than RMB30,000. In serious cases, the PRC regulatory authorities may even suspend the internet service or internet access.

### **Regulations on Business Activities of Online Performances and Online Live-streaming Services**

On December 2, 2016, the Ministry of Culture issued the Administrative Measures for Business Activities of Online Performances, which took effect on January 1, 2017. Under the Measures, an operator of online performances conducting the business activities of online performances shall apply for Network Culture Operation License with the competent provincial administrative cultural department, and the business scope indicated on the License shall clearly include online performances. An operator of online performances undertakes the primary responsibility for the business activities of online performances conducted by itself, and shall establish and perfect a content review and management system, arrange reviewers meeting self-review demands and having corresponding qualifications, and establish technical supervision measures adaptable to content management in accordance with the Interim Administrative Provisions on Internet Culture and the Administrative Measures for Content Self-review of Network Culture Operators.

The Provisions on the Administration of Online Live-streaming Services was issued by the State Internet Information Office on November 4, 2016 and was effective on December 1, 2016. Under the Provisions, those who provide online live-streaming services through online performances, internet video and audio programs, and so forth, shall obtain relevant qualifications as required by laws and regulations. Online live-streaming service providers shall carry out entity responsibilities, equip professionals comparable to the service scale, and improve systems for information review, information security management, duty patrols, emergency response, and technical guarantee. And online live-streaming service providers shall establish platforms for reviewing live-streaming content. Online live-streaming service providers and online live-streaming publishers that provide internet news information services without licenses, or exceeding the scope of their licenses, are subject to punishment. And for other violations of these Provisions are subject to punishment by the national and local Internet information offices in accordance with law; if a crime is constituted, criminal liability shall be investigated in accordance with law. Violations of the relevant laws and provisions in providing online live-streaming services through Internet performances, online audio and visual programs and so forth, are subject to punishment by the relevant departments in accordance with law.

### **Regulations on E-commerce**

China's e-commerce industry is at an early stage of development and there are few PRC laws or regulations specifically regulating the e-commerce industry. In January 2014, the SAIC promulgated the Administrative Measures for Online Trading, which strengthen the protection of consumers and impose stringent requirements and obligations on online business operators and third-party online marketplace operators. Online business operators and third-party online marketplace operators are prohibited from collecting any information on consumers and business operators or disclosing, selling or providing any such information to any third party, or sending commercial electronic messages to consumers without their consent. Fictitious transactions, deletion of adverse comments and technical attacks on competitors' websites are prohibited as well. In addition, third-party online marketplace operators are required to examine and verify the identifications of the online business operators and set up and retain relevant records for at least two years. Moreover, any third-party online marketplace operator that simultaneously engages in online trading for products and services should clearly distinguish itself from other online business operators on the marketplace platform. For an entity or individual that has been registered with the AIC and obtained a business license, if it engages in online commodity trading and related services, it shall disclose the information indicated in its business license or an electronic linkage identifier of its business license at a notable position of the homepage of its website or the web-page where it conduct its business activities. We are subject to these measures as a result of our online platform services.



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Foreign investors were not allowed to own more than 50% of the equity interests in e-commerce companies which is a subcategory of value-added telecommunication services, and any such foreign investor must have experience in providing value-added telecommunications services overseas and maintain a good track record, except for foreign investors in China (Shanghai) Pilot Free Trade Zone, subject to certain conditions. The NDRC and the Ministry of Commerce jointly issued the Catalogue for the Guidance of Foreign Investment Industries in March 2015, or the Catalogue, which further relaxes market access through regulatory reforms such as allowing foreign investors to have complete ownership of equity interests in e-commerce businesses. The Catalogue took effect on April 10, 2015.

Currently, we primarily engage in the E-commerce business of automobiles through Autohome (Tianjin) Automobile Sales Co., Ltd. and Beijing Haochezhijia E-commerce Co., Ltd., two subsidiaries of the Company.

### **Regulations on Mobile Internet Applications**

On June 28, 2016, Cyberspace Administration of China promulgated the Administrative Provisions on Mobile Internet Applications Information Services, or the Mobile Application Administrative Provisions, which came into force as of August 1, 2016. According to the Mobile Application Administrative Provisions, mobile internet application refers to application software that runs on mobile smart devices providing information services after being pre-installed, downloaded or embedded through other means. Mobile internet application providers refer to the owners or operators of mobile internet applications. Internet application stores refer to platforms which provide services related to online browsing, searching and downloading of application software and releasing of development tools and products through the internet.

Pursuant to the Mobile Application Administrative Provisions, an internet application program provider must verify a user's mobile phone number and other identity information under the principle of mandatory real name registration at the back-office end and voluntary real name display at the front-office end. An internet application provider must not enable functions that can collect a user's geographical location information, access user's contact list, activate the camera or recorder of the user's mobile smart device or other functions irrelevant to its services, nor is it allowed to conduct bundle installations of irrelevant application programs, unless it has clearly indicated to the user and obtained the user's consent on such functions and application programs. In respect of an internet application store service provider, the Mobile Application Administrative Provisions requires that, among others, it must file a record with the local authority within 30 days after it rolls out the internet application store service online. It must also examine the authenticity, security and legality of internet application providers on its platform, establish a system to monitor application providers' credit and file a record of such information with relevant governmental authorities. If an application provider violates the regulations, the internet application store service provider must take measures to stop the violations, including warning, suspension of release, withdrawal of the application from the platform, keeping a record and reporting the incident to the relevant governmental authorities.

### **Regulations on Foreign Investment in the Leasing Industry**

On October 28, 2015, the Ministry of Commerce enacted the Measures for the Administration of Foreign Investment in the Leasing Industry, or the Foreign Investment in the Leasing Industry Measures, effective as of October 28, 2015. Under the Measures, foreign invested enterprises in the form of Sino-foreign equity joint ventures, Sino-foreign cooperative joint ventures and wholly foreign-owned enterprises in the PRC are allowed to engage in the leasing business or financial leasing business as well as to carry out relevant business activities upon the approval of the Ministry of Commerce. Foreign-invested financial leasing companies may conduct the following businesses: (i) financial leasing business; (ii) leasing business; (iii) purchase of leased property inside and outside of PRC; (iv) maintenance of assets underlying the leases and disposal of the residual value of assets underlying the leases; (v) lease transaction consultancy and security services; and (vi) other businesses approved by the Ministry of Commerce. The leased objects include transportation equipment, such as airplanes, automobiles, ships and other personal properties.

Currently, the Financing JV primarily engages in the financial leasing business of automobiles.

### **Regulations on Used Automobile Trading**

On August 29, 2005, SAT, SAIC, the Ministry of Commerce and the Ministry of Public Security jointly promulgated the Measures for the Administration of the Trading of Used Automobiles, or the Used Automobile Trading Measures, which became effective on October 1, 2005. Pursuant to the Used Automobile Trading Measures, only an enterprise legal person duly registered with the SAIC or its local branches may engage in used automobile trading, either as an operator of used automobiles markets, as a retailer, or as a brokerage entity.

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Under the Used Automobile Trading Measures, a seller of used automobiles must verify certain background information regarding the automobiles for sale, including verification of the identity certificate of the previous owner, the number plate of the automobile, the motor vehicle registration certificate, driver's license of the previous owner, proof that the automobile has passed the security technical examination, automobile insurance, and payment certificate of relevant taxes and fees. Used automobile retailers shall also provide quality guarantees as well as after-sales services, information about which shall be clearly indicated at its business location. Furthermore, under certain circumstances, used automobiles are prohibited from being resold, including instances where an automobile has been discarded as unusable, been required to be discarded, or been obtained by illegal means, such as through theft, robbery or fraud.

On March 24, 2006, the Ministry of Commerce promulgated the Specifications for Used Automobile Trade, which provided detailed requirements as to the responsibilities of used automobiles trading entity regarding the trading of used automobiles, including the confirmation of the identity of the seller and the legitimacy of the used automobiles, signing contract for used automobile trading, establishing transaction archives and keeping records for at least three years.

Currently, we primarily engage in the used automobile trading through Shengtuo Hongyuan.

### **Regulations on Automobile Sales**

On February 21, 2005, the Ministry of Commerce, the NDRC, and the SAIC jointly promulgated the Implementation Measures for the Administration of Sales of Branded Automobile, or the Branded Automobile Sales Measures, which took effect on April 1, 2005. The Branded Automobile Sales Measures provide for a dealership arrangement under which one general distributor is in charge of the entire sales and after-sales service chain. According to the Branded Automobile Sales Measures, the plan for the distribution and after-sales service network for each single brand of automobile shall in general be formulated and implemented by one single enterprise in the PRC, i.e., either the automakers in the PRC itself or an authorized general distributor.

To address increasing monopoly concerns in the Chinese automotive industry, on July 31, 2014, SAIC promulgated the Announcement on Stopping Recordal of Automobile General Distributors and Authorized Branded Automobile Dealers, or the Stopping Recordal Announcement. Starting from August 20, 2014, the SAIC no longer accepts any filing for recordal of authorized dealers of branded automobiles, including general distributors, and the implementation of the recordal system of general distributors and dealers for branded automobiles has ceased. For any new general distributors or authorized dealers, their business scope will be stated as "sales of automobiles" without mentioning the brand of the automobiles for sale. For the existing ones, they may also apply to changing their business scope from "sales of brand named automobiles" to "sales of automobiles". The Stopping Recordal Announcement also emphasizes that the SAIC will strengthen its administration and supervision of the operational activities in the automobile industry, protect the lawful rights of consumers and maintain a market with fair competition.

On April 5, 2017, the Ministry of Commerce promulgated the Measures on the Administrations of Sales of Automobile, or the Measures on Sales of Automobile, which will come into effect on July 1, 2017 and the original "Branded Automobile Sales Measures" will be abolished at the same time. According to the Measures on Sales of Automobile, the supplier takes the way of selling the vehicle to the dealer, and the authorization term (excluding the shop construction term) shall not be less than 3 years, and the first authorization term shall not be less than 5 years. A dealer who sells an automobile without authorization from a supplier or an automobile which is not authorized to be sold by an automobile manufacturer outside the country shall provide a reminder and explanation to the consumer in writing and inform the consumer of the relevant responsibility in writing. When the dealer sells the car to the consumer, it shall verify the valid identity certificate of the registered consumer, sign the sales contract, and issue the sales invoice.

The Measures on Sales of Automobile further provides that supplier shall not require its dealers to provide service of sales and after-sales simultaneously, shall not restrict its dealers' operations of goods of other suppliers, and shall not limit the sale of car products among its dealers. Except as otherwise agreed by the parties, a supplier shall not sell vehicles directly to consumers in the area where its dealer is authorized to sell.

As regards to information recording, the supplier, the Measures on Sales of Automobile requires the dealer to obtain the business license within 90 days through the State Council department in charge of the national automobile circulation information management system for the basic information. If the basic information of the supplier and the dealer is changed, it shall complete the process of update within 30 days from the date of the change. For the supplier and the dealer who established before the Measures, they should record the basic information within 90 days from the date that the Measures took effect. The file of automobile sales, users and other information shall be kept by dealer for no less than 10 years.

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Currently, we primarily engage in the automobile sales through Autohome (Tianjin) Automobile Sales Co., Ltd. and Beijing Haochezhiya E-commerce Co., Ltd..

### **Regulations on Intellectual Property Rights**

China has adopted legislation governing intellectual property rights, including trademarks, patents and copyrights. China is a signatory to the major international conventions on intellectual property rights and became a member of the Agreement on Trade Related Aspects of Intellectual Property Rights upon its accession to the World Trade Organization in December 2001.

**Patent.** The National People's Congress adopted the Patent Law in 1984, and amended it in 1992, 2000 and 2008. The purpose of the Patent Law is to protect lawful interests of patent holders, encourage invention, foster applications of inventions, enhance innovative capabilities and promote the development of science and technology. To be patentable, invention or utility models must meet three conditions: novelty, inventiveness and practical applicability. Patents cannot be granted for scientific discoveries, rules and methods for intellectual activities, methods used to diagnose or treat diseases, animal and plant breeds, substances obtained by means of nuclear transformation or a design which has major marking effect on the patterns or colors of graphic print products or a combination of both patterns and colors. The Patent Office under the State Intellectual Property Office is responsible for receiving, examining and approving patent applications. A patent is valid for a term of twenty years in the case of an invention and a term of ten years in the case of utility models and designs. A third-party user must obtain consent or a proper license from the patent owner to use the patent. Otherwise, the use constitutes an infringement of patent rights. We had 103 pending patent applications and 51 registered patents as of December 31, 2016.

**Copyright.** The National People's Congress adopted the Copyright Law in 1990 and amended it in 2001 and 2010, respectively. The amended Copyright Law extends copyright protection to internet activities, products disseminated over the internet and software products. In addition, there is a voluntary registration system administered by the China Copyright Protection Center. The amended Copyright Law also requires registration of a copyright pledge.

To address the problem of copyright infringement related to the content posted or transmitted over the internet, the National Copyright Administration and the MIIT jointly promulgated the Measures for Administrative Protection of Internet Copyright on April 29, 2005. This measure became effective on May 30, 2005.

In order to further implement the Computer Software Protection Regulations promulgated by the State Council on December 20, 2001, as amended in 2013, the National Copyright Administration of the PRC issued Measures on Computer Software Copyright Registration Procedures on February 20, 2002, which apply to software copyright registration, license contract registration and transfer contract registration.

In compliance with, and in order to take advantage of, the above rules, we have registered 189 computer software copyrights as of December 31, 2016.

On May 18, 2006, the State Council promulgated the Protection of the Right of Communication through Information Networks, which became effective on July 1, 2006, as amended in 2013. Under this regulation, with respect to any information storage space, search or link services provided by an internet service provider, if the legitimate rights owner believes that the works, performance or audio or video recordings pertaining to that service infringe his or her rights of communication, the rights owner may give the internet service provider a written notice containing the relevant information along with preliminary documents supporting that an infringement has occurred, and requesting that the internet service provider delete, or disconnect the links to, such works or recordings. The rights owner will be responsible for the truthfulness of the content of the notice. Upon receipt of the notice, the internet service provider must delete or disconnect the links to the infringing content immediately and forward the notice to the user that provided the infringing works or recordings. If the user believes that the subject works or recordings have not infringed upon others' rights, the user may submit to the internet service provider a written explanation with preliminary documents supporting non-infringement, and a request for the restoration of the deleted works or recordings. The internet service provider should then immediately restore the deleted or disconnected content and forward the user's written statement to the rights owner.

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On December 26, 2009, the Standing Committee of the National People's Congress adopted the Torts Liability Law, which became effective on July 1, 2010. Under this Torts Liability Law, both internet users and internet service providers may be liable for the wrongful acts of users who infringe the lawful rights of other parties. If an internet user utilizes internet services to commit a tortious act, the party whose rights are infringed may request the internet service provider to take measures, such as removing or blocking the content, or disabling the links thereto. Failure to take necessary measures after receiving such notice will subject the internet service providers to joint liability for any further damages suffered by the rights holder. Furthermore, if an internet service provider fails to take necessary measures when it knows that an internet user utilizes its internet services to infringe the lawful rights and interests of other parties, it will be held jointly liable with the internet user for damages resulting from the infringement.

According to an interpretation by PRC Supreme People's Court, which took effect on January 1, 2013, internet service providers will be held jointly liable if they continue their infringing activities or do not remove infringing content from their websites once they know of the infringement or receive notice from the rights holder. If an internet service provider economically benefits from the works, performances, and sound or visual recordings provided by network users, it must pay close attention to infringement of network information transmission rights by network users.

**Trademark.** The PRC Trademark Law, adopted in 1982 and amended in 1993, 2001 and 2013, protects registered trademarks. The Trademark Office under the SAIC handles trademark registrations and grants a term of ten years for registered trademarks. Trademark license agreements must be filed with the Trademark Office for record. We hold 汽车之家® and 车之家® (“auto home” in English) and “AUTOHOME®” trademarks in China with each registered under different categories.

**Domain Names.** In September 2002, the CNNIC issued the Implementing Rules for Domain Name Registration, as amended in June 2009 and May 2012, that set forth detailed rules for registration of domain names. On November 5, 2004, the MIIT promulgated the Measures for Administration of Domain Names for the Chinese Internet, or the Domain Name Measures. The Domain Name Measures regulate the registration of domain names, such as the first tier domain name “.cn.”. In 2002, the CNNIC issued the Measures on Domain Name Dispute Resolution, as amended in 2006, 2012 and 2014, pursuant to which the CNNIC can authorize a domain name dispute resolution institution to decide disputes. We have registered a number of domain names, including *autohome.com.cn*, *autohome.com* and *che168.com*.

### **Regulations on Tax**

See “Item 5. Operating and Financial Review and Prospects—A. Operating Results—Taxation—PRC” and “Item 10. Additional Information—E. Taxation—People's Republic of China Taxation.”

### **Regulations on Foreign Exchange**

Foreign exchange activities in China are primarily governed by the following regulations:

- Foreign Currency Administration Rules (2008), or the Exchange Rules; and
- Administration Rules of the Settlement, Sale and Payment of Foreign Exchange (1996), or the Administration Rules.

Under the Exchange Rules, if documents certifying the purposes of the conversion of RMB into foreign currency are submitted to the relevant foreign exchange conversion bank, the RMB will be convertible for current account items, including the distribution of dividends, interest and royalties payments, and trade and service-related foreign exchange transactions. Conversion of RMB for capital account items, such as direct investment, loans, securities investment and repatriation of investment, however, is subject to the approval of, or registration with, SAFE or its local counterpart. Capital investments by PRC entities outside of China, after obtaining the required approvals of, or making filings with, the relevant approval authorities, such as the Ministry of Commerce and the NDRC or their local counterparts, are also required to register with SAFE or its local counterpart.

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Under the Administration Rules, foreign-invested enterprises may only buy, sell and/or remit foreign currencies at banks authorized to conduct foreign exchange business after providing valid commercial documents and, in the case of capital account item transactions, obtaining approval from or being registered with SAFE or its local counterpart.

In utilizing the proceeds we received from our equity offerings, as an offshore holding company with PRC subsidiaries, we may (a) make additional capital contributions to our PRC subsidiaries, (b) establish new PRC subsidiaries and make capital contributions to these new PRC subsidiaries, (c) make loans to our PRC subsidiaries or VIEs or (d) acquire offshore entities with business operations in China in offshore transactions. However, most of these uses are subject to PRC regulations and approvals. For example:

- capital contributions to our PRC subsidiaries, whether existing or newly established, must be approved by the Ministry of Commerce or its local counterparts;
- loans by us to our PRC subsidiaries, each of which is a foreign-invested enterprise, to finance their activities cannot exceed statutory limits and must be registered with SAFE or its local branches; and
- loans by us to our VIEs, which are domestic PRC entities, must be approved by the NDRC (in the case of middle or long term loans) or be within the limits approved by SAFE (in the case of short term loans), and must also be registered with SAFE or its local branches.

On March 30, 2015, SAFE issued the SAFE Circular 19, which became effective on June 1, 2015. Pursuant to SAFE Circular 19, foreign-invested enterprises may either continue to follow the current payment-based foreign currency settlement system or choose to follow the “conversion-at-will” system for foreign currency settlement. Where a foreign-invested enterprise follows the conversion-at-will system for foreign currency settlement, it may convert part or all of the amount of the foreign currency in its capital account into Renminbi at any time. The converted Renminbi will be kept in a designated account labeled as settled but pending payment, and if the foreign-invested enterprise needs to make payment from such designated account, it still needs to go through the review process with its bank and provide necessary supporting documents. SAFE Circular 19, therefore, has substantially lifted the restrictions on the usage by a foreign-invested enterprise of its Renminbi registered capital converted from foreign currencies. According to SAFE Circular 19, such Renminbi capital may be used at the discretion of the foreign-invested enterprise and SAFE will eliminate the prior approval requirement and only examine the authenticity of the declared usage afterwards. Nevertheless, foreign-invested enterprises like our PRC subsidiaries are still not allowed to extend intercompany loans to our VIEs. In addition, as SAFE Circular 19 was promulgated recently, there remain substantial uncertainties with respect to the interpretation and implementation of this circular by relevant authorities. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Corporate Structure—PRC regulation of loans to, and direct investment in, PRC entities by offshore holding companies and governmental control of currency conversion may restrict or prevent us from using the proceeds of our equity offerings to make loans to our PRC subsidiaries and VIEs or to make additional capital contributions to our PRC subsidiaries, which may materially and adversely affect our liquidity and our ability to fund and expand our business.”

### **Regulations on Dividend Distribution**

The principal regulations governing dividend distributions of wholly foreign-owned enterprises include:

- the Companies Law (2005, as amended in 2013);
- the Wholly Foreign-Owned Enterprise Law (2016); and
- the Wholly Foreign-Owned Enterprise Law Implementing Rules (2014).

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Under these regulations, wholly foreign-owned enterprises in the PRC may pay dividends only out of their accumulated profits as determined in accordance with PRC accounting standards and regulations. In addition, these wholly foreign-owned enterprises are required to set aside at least 10% of their respective accumulated profits each year, if any, to fund certain reserve funds, until the aggregate amount of such fund reaches 50% of its registered capital.

### **Regulations on Offshore Investment by PRC Residents**

On July 4, 2014, the SAFE promulgated the Notice on Relevant Issues Concerning Foreign Exchange Control of Domestic Residents' Overseas Investment and Financing and Roundtrip Investment through Offshore Special Purpose Vehicles, or SAFE Circular No. 37, which replaced the former Notice on Relevant Issues Concerning Foreign Exchange Administration for PRC Residents to Engage in Financing and Inbound Investment via Overseas Special Purpose Vehicles (generally known as SAFE Circular No. 75) promulgated by the SAFE on October 21, 2005.

SAFE Circular No. 37 requires PRC residents to register with local branches of SAFE in connection with their direct establishment or indirect control of an offshore entity, for the purpose of overseas investment and financing, with such PRC residents' legally owned assets or equity interests in domestic enterprises or offshore assets or interests, which is referred to in SAFE Circular No. 37 as a "special purpose vehicle." SAFE Circular No. 37 further requires amendment to the registration in the event of any significant changes with respect to the special purpose vehicle, such as an increase or decrease of capital contributed by PRC residents, share transfer or exchange, merger, division or other material events. In the event that a PRC resident holding interests in a special purpose vehicle fails to complete the required SAFE registration, the PRC subsidiaries of that special purpose vehicle may be prohibited from making profit distributions to the offshore parent and from carrying out subsequent cross-border foreign exchange activities and the special purpose vehicle may be restricted in its ability to contribute additional capital into its PRC subsidiaries. Furthermore, failure to comply with the various SAFE registration requirements described above could result in liability under PRC law for evasion of foreign exchange controls.

Currently, there is no PRC resident among our shareholders. Should there be any PRC residents proposed to become our shareholders in the future, they shall register with the competent local branch of the SAFE with respect to their investments in our company as required by SAFE Circular No. 37 and shall update their registration filings with the SAFE when there are any changes that should be registered under SAFE Circular No. 37.

### **Regulations on Employee Stock Options Plans**

In December 2006, the PBOC promulgated the Administrative Measures of Foreign Exchange Matters for Individuals, setting forth the respective requirements for foreign exchange transactions by individuals (both PRC or non-PRC citizens) under either the current account or the capital account. In January 2007, SAFE issued relevant implementing rules that specified approval requirements for certain capital account transactions, such as a PRC citizen's participation in employee stock ownership plans or share option plans of an overseas publicly listed company. In February 2012, SAFE promulgated the Stock Option Notice that supersedes the requirements and procedures for the registration of PRC resident individuals' participation in stock incentive plans set forth by certain rules promulgated by SAFE in March 2007. The purpose of the Stock Option Notice is to regulate the foreign exchange administration of PRC resident individuals who participate in employee stock holding plans and share option plans of overseas listed companies.

According to the Stock Option Notice, if a PRC resident individual participates in any employee stock incentive plan of an overseas listed company, a PRC domestic qualified agent appointed through the PRC subsidiary of such overseas listed company must, among other things, file, on behalf of such individual, an application with SAFE or its local counterpart to obtain approval for an annual allowance with respect to the purchase of foreign exchange in connection with stock holding or share option exercises. With the approval from SAFE or its local counterpart, the PRC domestic qualified agent shall open a special foreign exchange account at a PRC domestic bank to hold the funds required in connection with the stock purchase or option exercise, any returned principal or profits upon sales of shares, any dividends issued on the stock and any other income or expenditures approved by SAFE or its local counterpart.

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Under the Foreign Currency Administration Rules, as amended, the foreign exchange proceeds of domestic entities and individuals can be remitted into China or deposited abroad, subject to the terms and conditions to be issued by SAFE. However, the implementing rules in respect of depositing the foreign exchange proceeds abroad have not been issued by SAFE. The foreign exchange proceeds from the sales of shares can be converted into RMB or transferred to such individuals' foreign exchange savings account after the proceeds have been remitted back to the special foreign exchange account opened at the PRC domestic bank. If share options are exercised in a cashless exercise, the PRC domestic individuals are required to remit the proceeds to special foreign exchange accounts.

Many issues with respect to the Stock Option Notice require further interpretation. We and our PRC employees who participate in an employee stock incentive plan are subject to the Stock Option Notice as we are an overseas listed company. We have registered with the local counterparts of SAFE for our PRC resident employees who participate in our share incentive plans, as required under the Stock Option Notice and relevant rules. If we or our PRC employees fail to comply with the Stock Option Notice, we and our PRC employees may face sanctions imposed by the PRC foreign exchange authority or any other PRC government authorities, including restrictions on foreign currency conversions and additional capital contribution to our PRC subsidiaries.

In addition, the SAT has issued circulars concerning employee share options. Under these circulars, our employees working in China who exercise share options will be subject to PRC individual income tax. Our PRC subsidiary has obligations to file documents related to employee share options with relevant tax authorities and withhold the individual income taxes of employees who exercise their share options. If our employees fail to pay and we fail to withhold their income taxes, we may face sanctions imposed by tax authorities or any other PRC government authorities. See "Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Failure to comply with PRC regulations regarding the registration requirements for employee share ownership plans or share option plans may subject the PRC plan participants or us to fines and other legal or administrative sanctions."

### **Regulation on Employment**

Pursuant to the PRC Labor Law and the PRC Labor Contract Law, employers must execute written labor contracts with full-time employees. All employers must compensate their employees with wages equal to at least the local minimum wage standards. All employers are required to establish a system for labor safety and sanitation, strictly abide by state rules and standards and provide employees with workplace safety training. Violations of the PRC Labor Contract Law and the PRC Labor Law may result in the imposition of fines and other administrative liabilities.

In addition, employers in China are obliged to provide employees with welfare schemes covering pension insurance, unemployment insurance, maternity insurance, work-related injury insurance, medical insurance and housing funds.

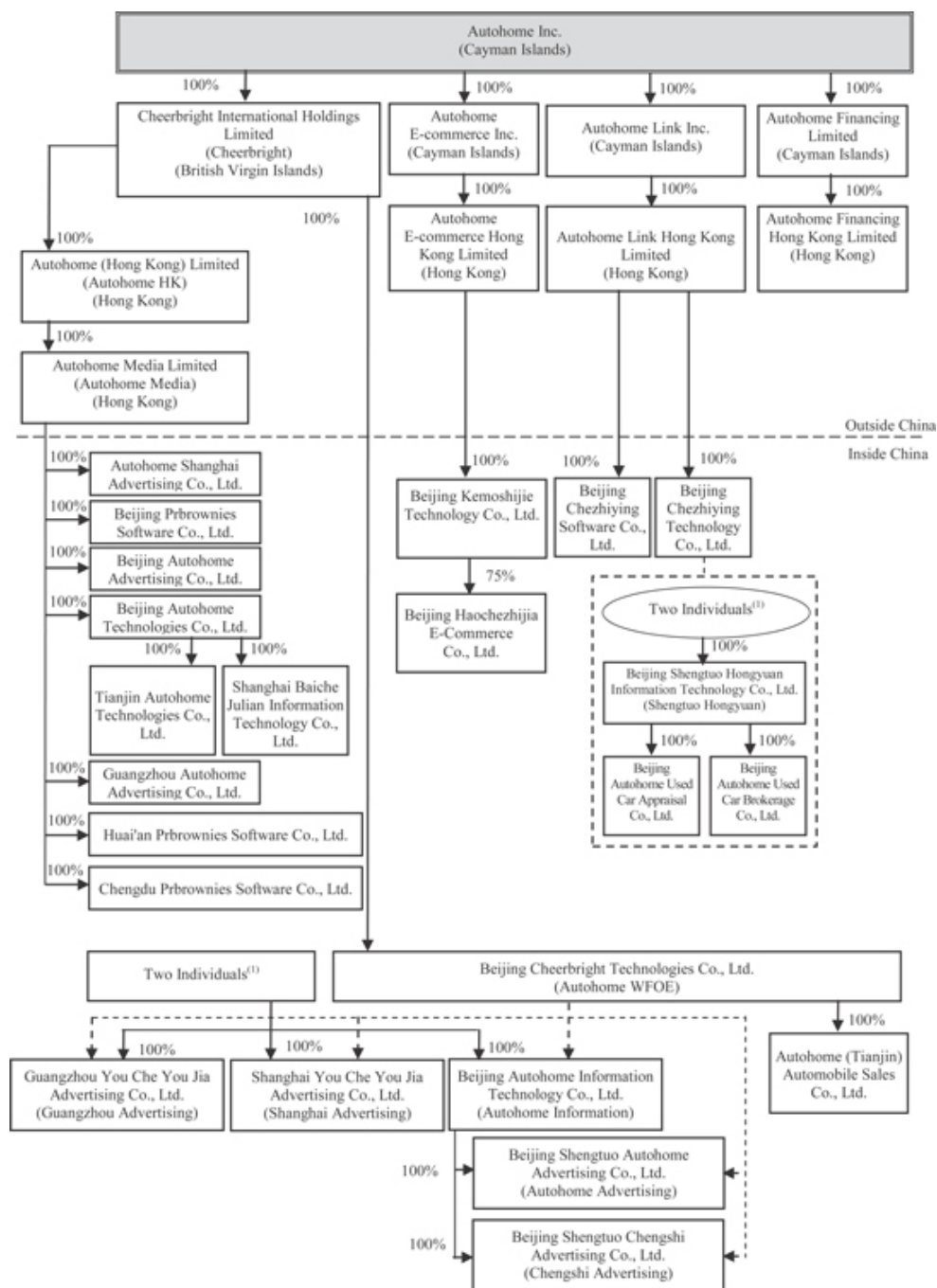
### **Regulations on Concentration in Merger and Acquisition Transactions**

The M&A Rules established additional procedures and requirements that could make merger and acquisition activities by foreign investors more time-consuming and complex. These rules require, among other things, that the Ministry of Commerce be notified in advance of any change-of-control transaction in which a foreign investor will take control of a PRC domestic enterprise or a foreign company with substantial PRC operations, if certain thresholds under the Provisions on Thresholds for Prior Notification of Concentrations of Undertakings issued by the State Council on August 3, 2008 are triggered.

Complying with these requirements could affect our ability to expand our business or maintain our market share. See "Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Certain regulations in the PRC may make it more difficult for us to pursue growth through acquisitions."

C. Organizational Structure

The following diagram illustrates our corporate structure, including our principal subsidiaries and VIEs, as of the date of this annual report:



→ Equity interest  
 - - - Contractual arrangements under exclusive technology consulting and service agreements, loan agreements, equity option agreements, equity interest pledge agreements and powers of attorney



- (1) The two individuals are Min Lu and Haiyun Lei. Each of these two individuals is a PRC citizen. Each of Min Lu and Haiyun Lei holds 50% of the equity interests in each of Autohome Information, Shanghai Advertising, Guangzhou Advertising and Shengtuo Hongyuan.

In September 2016 and March 2017, the then individual nominee shareholders of Shengtuo Hongyuan, Guangzhou Advertising, Autohome Information and Shanghai Advertising, entered into Equity Interest Purchase Agreements and Debt Transfer and Offset Agreements with Min Lu and Haiyun Lei, pursuant to which the then individual nominee shareholders transferred all of their equity interests in each of the entities to Min Lu and Haiyun Lei. The abovementioned VIEs are currently updating the AIC filing with relevant Chinese authorities. Upon the execution of the above Equity Interest Purchase Agreements and Debt Transfer and Offset Agreements, all contractual agreements, which include the equity interest pledge agreements, equity option agreements and powers of attorney, among the then individual nominee shareholders and our wholly owned subsidiaries have been terminated. In September 2016 and in March 2017, each of Autohome WFOE and Chezhiying WFOE, and each of Shengtuo Hongyuan and its two subsidiaries, Guangzhou Advertising, Autohome Information and its two subsidiaries and Shanghai Advertising, and each of Min Lu and Haiyun Lei, as the individual nominee shareholder of VIEs, entered into contractual agreements.

For the information regarding our contractual arrangements, please refer to “Item 7.B. Related Party Transactions — Contractual Agreements with our Variable Interest Entities.”

#### **D. Property, Plants and Equipment**

Our corporate headquarters is located in Beijing, China, where we lease office space with an area of approximately 29,212 square meters. We generally make rental payments on a monthly basis. In addition, as of December 31, 2016, we also leased office space in 78 cities for our representative offices, including regional operation centers in Shanghai, Guangzhou and Tianjin in China. 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.

Our servers are primarily hosted at internet data centers owned by major domestic internet data center providers. The hosting services agreements typically have a term of one year. We believe that our current facilities are adequate and that we will be able to obtain additional facilities, principally through leasing, to accommodate any future expansion plans.

#### **ITEM 4A UNRESOLVED STAFF COMMENTS**

None.

#### **ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS**

*You should read the following discussion and analysis of our financial condition and results of operations in conjunction with our consolidated financial statements and the related notes included elsewhere in this annual report. 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 annual report.*

## A. **Operating Results**

### **Overview**

We are the leading online destination for automobile consumers in China. Through our two websites, *autohome.com.cn* and *che168.com*, accessible through PCs and mobile devices, and our mobile applications, we deliver comprehensive, independent and interactive content to automobile buyers and owners, as well as offering them our transaction services. We generate revenues from media services, leads generation services and online marketplace. In 2016, we derived 39.4%, 32.1% and 28.5% of our total net revenues from our media services, leads generation services and online marketplace, respectively, while in 2015, each of these three revenue lines contributed 54.3%, 40.5% and 5.2% of our total net revenues, respectively. Through our media services, we provide automakers with solutions to brand promotion, new model releases and sales promotions. Our large and engaged user base of automobile consumers provides a broad reach for automakers' marketing messages. In each of 2014, 2015 and 2016, we provided media services to 85, 87 and 95 automakers operating in China, respectively. Our leads generation services enable our dealer subscribers to create their own online showrooms, list pricing and promotional information, provide dealer contact information, place advertisements and manage customer relationships to help them reach a broad set of potential customers and effectively market their automobiles to consumers online and ultimately generate sales leads. In 2016, while we continued to strengthen our core business, we also further developed our transaction business. Our transaction business includes new vehicle transaction business consisting of direct vehicle sales and commission-based services facilitating transactions, and used automobile listing and other platform-based services.

Our net revenues increased from RMB2,132.9 million in 2014 to RMB3,464.0 million in 2015 and RMB5,961.6 million (US\$858.7 million) in 2016, representing a CAGR of 67.2%. Our net income attributable to Autohome Inc. increased from RMB748.7 million in 2014 to RMB990.6 million in 2015 and RMB1,227.9 million (US\$176.9 million) in 2016, representing a CAGR of 28.1%.

### **General Factors Affecting Our Results of Operations**

Our business and results of operations are significantly affected by China's overall economic conditions and the general trends in the automotive industry, especially new automobile sales in China. Economic growth in China has contributed to an increase in household disposable income and improved the availability of financing for automobile purchases. These factors, coupled with increased production capacity and lower import tariffs, past governmental incentives designed to encourage automobile purchases and the decreasing cost of new automobiles, have contributed to the growth of the number of new automobiles sold in China. Although the automotive industry has benefited from China's overall favorable policies, some local governments have imposed restrictions on automobile registrations to curb traffic congestion and environment pollution in urban centers. If such regulations slow the growth rate of new automobile sales in China, the demand for our services would likely reduce. If overall advertising expenditures by automakers and automobile dealers or automobile transaction volume decrease, our business and results of operations may be adversely affected. Also, our business and results of operations may be affected by the growth on online advertising industry in China. With the continuing growth of internet usage in China, the internet has become an increasingly important marketing and advertising channel to China's automotive industry. If the demand and the growth in online advertising spending by automakers in China continue to grow, our results of operations will benefit from such trend.

In addition, our business and results of operations may be affected by our user reach and engagement. Automaker and dealer advertisers, which contribute a substantial portion of our revenues, choose to advertise on our websites and mobile applications in significant part due to our leading market position in the online automotive advertising industry. We anticipate that our ability to continue to attract a large and growing user base and maintain a high level of user engagement will affect our ability to attract advertisers and dealer subscribers to our websites and mobile applications and in turn, our ability to generate sales leads. Finally, our business and results of operations may be affected by the development of e-commerce in China and consumers' acceptance of online automobile purchases.

### **Specific Factors Affecting Our Results of Operations**

While our business and results of operations are generally affected by China's overall economic conditions, the general trends in China's automotive industry and our user reach and engagement, our results of operations are more directly affected by the specific financial factors set forth below.

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### Net Revenues

As of December 31, 2015, we had two revenue lines, namely advertising services and dealer subscription services. To better present our business in line with the business development, we changed our revenue reporting lines to three revenue lines, namely media services, leads generation services and online marketplace. We retrospectively adjusted our revenue line information for all periods presented to reflect these changes. These adjustments are also reflected in the following discussion of our net revenue results for comparison to prior year results.

We currently generate our net revenues from media services, leads generation services and online marketplace. Media services mainly includes automaker advertising services and regional marketing campaigns conducted by certain automobile brands' regional offices. Leads generation services primarily includes (i) dealer subscription services, (ii) advertising services sold to individual dealer advertisers, and other value-added services. We sell our advertising services primarily to automakers and dealers, with automakers contributing a substantial majority of our advertising services revenues. As is customary in China, we sell our advertising services primarily through third-party advertising agencies while we consider automaker and dealer advertisers to be our end-customers. Consistent with common practice in the advertising industry in China, we offer rebates to advertising agencies. We also provide cash incentives to automakers and automobile dealers who participate in various incentive programs on our online transaction platform. Our net revenues are presented net of rebates to advertising agencies and cash incentives to automakers and automobile dealers. We sell our dealer subscription services to automobile dealers mainly on a fixed-fee subscription basis.

We also generate online marketplace revenues from the new vehicle transaction business, which is composed of direct vehicle sales and commission-based services facilitating transactions on the Autohome Mall platform, and other platform-based services. We record revenues from direct sales on gross basis when vehicles are delivered and title has passed to the buyers. In addition, we earn commissions from automakers for new vehicle transactions facilitated on Autohome Mall pursuant to commission-based service arrangements with automakers.

The following table sets forth the principal components of our net revenues in absolute amounts and as percentages of our total net revenues for the years presented:

	For the Year Ended December 31,						
	2014		2015		2016		
	RMB	%	RMB	%	RMB	US\$	%
	(in thousands, except percentages)						
<b>Net revenues:</b>							
Media services	1,287,437	60.4%	1,878,397	54.3%	2,347,626	338,128	39.4%
Leads generation services	839,778	39.3	1,403,892	40.5	1,916,445	276,026	32.1
Online marketplace	5,734	0.3	181,686	5.2	1,697,550	244,498	28.5
<b>Total net revenues</b>	<u>2,132,949</u>	<u>100.0%</u>	<u>3,463,975</u>	<u>100.0%</u>	<u>5,961,621</u>	<u>858,652</u>	<u>100.0%</u>

### Media Services Revenues

We generate media services revenues primarily from automaker advertising services and regional marketing campaigns conducted by certain automobile brands' regional offices. In each of 2014, 2015 and 2016, 85, 87 and 95 automakers operating in China purchased media services from us. As a result of our high penetration in the automaker market, we believe that our future media services revenue growth will be driven primarily by automakers' increased advertising spending on our websites and mobile applications as they continue to shift their advertising budgets from traditional media to online media, as well as further development of mobile advertising, monetization leveraging our enriched content and big data analysis capabilities.

Increased spending will be driven primarily by a combination of (i) our ability to increase advertising volume, either due to the availability of additional advertising locations, such as the mobile platform, as we expand our service offerings or due to higher sell-through rates, which is calculated as the percentage of advertising locations actually sold over total advertising locations available for sale in a given period and (ii) our ability to increase our pricing, as measured by price per location per day, as our user reach continues to expand, thereby enhancing the effectiveness of the services we offer. We primarily use a "cost per time" pricing model to price our online advertising services by charging our advertisers on a daily basis for an advertisement placed in a given location on our websites. However, as we continue to grow our user base and enhance user engagement, we began to explore "cost per thousands impressions," "cost per lead" and other performance-based pricing models.

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### *Leads Generation Services Revenues*

We generate leads generation services revenues through (i) dealer subscription services, (ii) advertising services sold to individual dealer advertisers, and other value-added services. Our dealer subscribers are dealers that have purchased subscription packages which are delivered through our dealership information system. We provide our dealer subscribers with additional tools and features to enable them to more effectively market their inventories on our websites and mobile applications. We provided leads generation services to 17,972, 21,858 and 24,096 dealers in 2014, 2015 and 2016, respectively. Our leads generation services revenues accounted for 39.3%, 40.5% and 32.1% of our net revenues in 2014, 2015 and 2016, respectively. We believe that our leads generation services revenues will continue to grow in the near future, driven by our ability to command higher fees for different subscription packages and provide more diversified value-added services to our dealer customers with our capabilities of connecting dealers with the large user base of our platform.

### *Online Marketplace Revenues*

We generate online marketplace revenues through the new vehicle transaction business, which is composed of direct vehicle sales and commission-based services facilitating transactions on the Autohome Mall platform, and other platform-based services. Our online marketplace revenues accounted for 0.3%, 5.2% and 28.5% of our net revenues in 2014, 2015 and 2016, respectively. Revenues from direct vehicle sales were nil, RMB133.6 million and RMB1,635.1 million (\$235.5 million), accounting for nil, 73.6% and 96.3% of online marketplace revenues in 2014, 2015 and 2016, respectively. We sold nil, 937 and 17,738 vehicles under direct vehicle sales in 2014, 2015 and 2016, respectively. Going forward, however, we will de-emphasize the direct sales model and, consequently, the revenue contribution from online marketplace may decline substantially.

### *Cost of Revenues*

Cost of revenues refers primarily to (i) content-related costs, (ii) depreciation and amortization expenses, (iii) bandwidth and internet data center (“IDC”) costs, (iv) value-added tax (“VAT”) and surcharges and (v) cost of sales, including tax. The following table sets forth the principal components of our cost of revenues in absolute amounts and as a percentage of our total net revenues for the years indicated:

	For the Year Ended December 31,						
	2014		2015		2016		
	RMB	%	RMB	%	RMB	US\$	%
	(in thousands, except percentages)						
<b>Cost of revenues:</b>							
Content-related costs <sup>(1)</sup>	127,929	6.0%	184,635	5.3%	269,313	38,789	4.5%
Depreciation and amortization expenses	31,703	1.5	43,160	1.3	42,570	6,131	0.7
Bandwidth and IDC costs	30,713	1.4	38,893	1.1	51,766	7,456	0.9
VAT and surcharges	191,153	9.0	269,491	7.8	349,373	50,320	5.9
Cost of sales, including tax	—	—	132,942	3.8	1,680,143	241,991	28.1
<b>Total cost of revenues</b>	<b>381,498</b>	<b>17.9%</b>	<b>669,121</b>	<b>19.3%</b>	<b>2,393,165</b>	<b>344,687</b>	<b>40.1%</b>

(1) Including share-based compensation expenses of RMB8.0 million for 2014, RMB6.9 million for 2015 and RMB12.3 million (US\$1.8 million) for 2016, respectively.

*Content-related Costs.* Content-related costs are costs directly related to creating and editing the original generated content, organizing and maintaining user generated content on our websites and mobile applications, and maintaining our professionally generated content on U+ platform. Content-related costs mainly include salaries and benefits, toll free telephone charges, travel and office expenses of our editorial personnel, expenses we incur in the execution of the offline portion of our advertisers’ online promotions and expenses we pay to third parties for creating and publishing certain rich media content displayed on our websites and mobile applications. We expect our content-related costs will continue to increase primarily due to our business growth.

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**Depreciation and Amortization Expenses.** A substantial majority of our amortization expenses relate to the amortization of intangibles including trademarks that we acquired in connection with the acquisitions of Cheerbright, China Topside and Norstar in June 2008, shortly after the inception of our company. Depreciation expenses are related to servers and other equipment that are directly related to our revenue-generating business activities and leasehold improvements. We expect our amortization expenses will decrease after the end of the estimated useful lives of certain intangible assets.

**Bandwidth and IDC Costs.** Bandwidth and IDC costs consist of fees that we pay to telecommunication carriers and other service providers for telecommunication services and for hosting our servers at their internet data centers, as well as fees we pay to our content delivery network service provider for the distribution of our content. Our bandwidth and IDC costs continued to increase in subsequent periods as our user traffic continued to increase and we required more high quality bandwidth to support user traffic growth and improve our users' experience.

**VAT and Surcharges.** After VAT reform in 2012, our PRC subsidiaries and VIEs excluding Beijing Prbrownies Software Co., Ltd. and Chengdu Prbrownies Software Co., Ltd. are subject to a 6% VAT for the media services and leads generation services provided and 17% for the direct vehicle sales under online marketplace. Advertising services are also subject to the cultural construction fee. For Beijing Prbrownies Software Co., Ltd. and Chengdu Prbrownies Software Co., Ltd., they are entitled to 17% VAT for the dealer subscription services, which was sold in the form of software products starting from October 2014. Since November 2014 and December 2016, respectively, Beijing Prbrownies Software Co., Ltd. and Chengdu Prbrownies Software Co., Ltd. were entitled to a 14% VAT refund on the total VAT payable at the rate of 17% after registration of their software resolutions with the relevant authority. As a result of the above, our overall VAT and surcharges as a percentage of our total net revenues excluding direct vehicle sales was 9.0% in 2014, 8.1% in 2015 and 8.1% in 2016.

**Cost of Sales, including tax.** Cost of sales includes cost of vehicle purchases, other directly attributable costs of direct vehicle sales under the new vehicle transaction business and write-down of inventories and prepayment for vehicle purchase cost. Our direct vehicle sales were subject to 17% VAT rate. Rebates relating to new vehicles purchased but still held by us as of the balance sheet date are recorded as a reduction to cost of inventories while rebates relating to new vehicles purchased and sold during the reporting period are recorded as a reduction to cost of revenues.

### **Operating Expenses**

Our operating expenses consist of sales and marketing expenses, general and administrative expenses and product development expenses. The following table sets forth our operating expenses in absolute amounts and as percentages of our total net revenues for the years indicated:

	For the Year Ended December 31,						
	2014		2015		2016		
	RMB	%	RMB	%	RMB	US\$	%
	(in thousands, except percentages)						
<b>Operating expenses:</b>							
Sales and marketing expenses <sup>(1)</sup>	559,070	26.2%	1,127,484	32.6%	1,536,939	221,365	25.8%
General and administrative expenses <sup>(2)</sup>	129,751	6.1	193,655	5.6	306,794	44,188	5.2
Product development expenses <sup>(3)</sup>	158,395	7.4	273,908	7.9	571,354	82,292	9.6
<b>Total operating expenses</b>	<b>847,216</b>	<b>39.7%</b>	<b>1,595,047</b>	<b>46.0%</b>	<b>2,415,087</b>	<b>347,845</b>	<b>40.6%</b>

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- (1) Including share-based compensation expenses of RMB14.6 million for 2014, RMB36.6 million for 2015 and RMB50.8 million (US\$7.3 million) for 2016, respectively.
- (2) Including share-based compensation expenses of RMB20.6 million for 2014, RMB40.1 million for 2015 and RMB78.0 million (US\$11.2 million) for 2016, respectively.
- (3) Including share-based compensation expenses of RMB13.4 million for 2014, RMB24.3 million for 2015 and RMB54.3 million (US\$7.8 million) for 2016, respectively.

*Sales and Marketing Expenses.* Our sales and marketing expenses primarily consist of the marketing expenses incurred in connection with promoting our brands through search engines, mobile platforms and navigation sites, sales promotion activities and salaries and benefits and sales commissions for our sales and marketing personnel. Our sales and marketing expenses also include office and travel-related expenses and business development expenses associated with our sales and marketing activities. We expect that our sales and marketing expenses will continue to increase as we increase traffic on our websites and mobile applications, enlarge our sales force to expand our coverage and transform us from a content-led vertical media business to an automotive eco-platform based on advanced data and technology.

*General and Administrative Expenses.* Our general and administrative expenses primarily consist of personnel-related expenses for management and administrative personnel and professional service fees. We expect that our general and administrative expenses will increase in the future as we expand our business.

*Product Development Expenses.* Our product development expenses primarily consist of personnel-related expenses associated with the development of new technologies and products as well as enhancement of our websites and mobile applications. We expect that our product development expenses will increase as we expand our business, develop new features and functionalities and increase the accessibility of our websites, mobile applications and the transaction platform, and enhance our big data analysis capabilities.

## **Taxation**

### ***Cayman Islands***

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

### ***British Virgin Islands***

Cheerbright is a company incorporated in the British Virgin Islands. Under the current laws of the British Virgin Islands, Cheerbright is not subject to income or capital gains tax. In addition, dividend payments are not subject to withholding tax in the British Virgin Islands.

### ***Hong Kong***

Autohome HK, Autohome Media, Autohome E-commerce Hong Kong Limited, Autohome Link Hong Kong Limited and Autohome Financing Hong Kong Limited are incorporated in Hong Kong. Companies incorporated and registered in Hong Kong are subject to Hong Kong profits tax on the taxable income as reported in their respective statutory financial statements adjusted in accordance with relevant Hong Kong tax laws. The applicable tax rate is 16.5% in Hong Kong. For 2014, 2015 and 2016, we did not make any provisions for Hong Kong profit tax as there were no assessable profits derived from or earned in Hong Kong during these periods. Under the Hong Kong tax law, our subsidiaries in Hong Kong are exempted from income tax on their foreign-derived income and there are no withholding taxes in Hong Kong on remittance of dividends.

### ***PRC***

Our PRC subsidiaries and VIEs are subject to PRC enterprise income tax, or EIT, on the taxable income in accordance with the relevant PRC income tax laws.

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Under the PRC Enterprise Income Tax Law and its implementation rules, both of which became effective on January 1, 2008, a uniform 25% enterprise income tax rate is generally applicable to both foreign-invested enterprises and domestic enterprises, unless they qualify for certain exceptions.

In September 2010, Autohome WFOE was recognized as an HNTE, effective 2010 and was eligible for a 15% preferential enterprise income tax rate effective from 2010 through 2012. The HNTE qualification is subject to an annual evaluation and a three-year review by the relevant authorities in China. We have obtained renewal of the HNTE qualification through 2016. However, should we lose this qualification for any reason, Autohome WFOE will no longer enjoy the 15% preferential tax rate, and the applicable enterprise income tax rate may increase to up to 25%. Beijing Autohome Technologies was recognized as an HNTE in July 2015 and therefore was eligible for the preferential 15% enterprise income tax rate from 2015 to 2017 upon their filing with the relevant tax authority. Beijing Prbrownies was recognized as an HNTE in February 2016, qualifying it for the preferential 15% enterprise income tax rate from 2015 to 2017 upon its filing with the relevant tax authority.

Pursuant to the Circular on Income Tax Policies for Further Encouraging the Development of Software Industry and Integrated Circuit Industry jointly issued by the SAT and the MOF on April 20, 2012, and the Circular on Issues concerning Preferential Enterprise Income Tax Policies for Software and Integrated Circuit Industries jointly issued by the MOF, the SAT, the NDRC and the MIIT on May 4, 2016, eligible software enterprises which pass annual review and filing by the relevant tax authorities can enjoy exemption for enterprise income tax for the first and second year as calculated from the profit making year or no later than December 31, 2017 if no profit is made prior to that date, and thereafter enjoy half of the statutory rate of 25% for the third through fifth year thereafter until the expiration of the preferential period. Beijing Prbrownies started to make profit since 2015, and it passed the review and filing as an eligible software enterprise by the relevant tax authorities in 2016, which qualified it for the exemption of enterprise income tax for 2015. If Beijing Prbrownies passes the aforesaid review and filing again in 2017, it will enjoy an exemption of enterprise income tax for 2016. However, if Beijing Prbrownies fails to pass the review and filing by the relevant tax authorities, it will no longer enjoy the preferential tax rate, and the applicable enterprise income tax rate may increase to up to 15% as an HNTE if it still maintains the HNTE qualification, or up to 25% if it loses the HNTE qualification.

Except for the above mentioned Autohome WFOE, Beijing Autohome Technologies and Beijing Prbrownies, our remaining PRC subsidiaries and all the VIEs were subject to EIT at a rate of 25% for 2014, 2015 and 2016.

Under the PRC Enterprise Income Tax Law, an enterprise established outside the PRC with “de facto management bodies” located within the PRC is considered a PRC resident enterprise and therefore will be subject to a 25% EIT on its global income. The implementation rules define “de facto management bodies” as “establishments that carry out substantial and overall management and control over the manufacturing and business operations, personnel, accounting, properties, etc. of an enterprise.” In addition, according to the Notice Regarding the Determination of Chinese-Controlled Offshore Incorporated Enterprises as PRC Tax Resident Enterprises on the Basis of De Facto Management Bodies issued by State Administration of Taxation, or SAT Circular 82, on April 22, 2009, a Chinese-controlled enterprise established outside China is treated as a PRC resident enterprise with “de facto management bodies” located in the PRC for tax purposes where all of the following requirements are satisfied: (a) the senior management and core management departments in charge of its daily production or business operations are located in the PRC; (b) its financial and human resource decisions are subject to determination or approval by persons or bodies in the PRC; (c) its major assets, accounting books, company seals, and minutes and files of its board and shareholders’ meetings are located or kept in the PRC; and (d) more than half of the enterprise’s board members with voting rights or senior management habitually reside in the PRC. Despite the uncertainties resulting from limited PRC tax guidance on the issue, we do not believe that our legal entities organized outside of the PRC constitute PRC resident enterprises under the PRC Enterprise Income Tax Law. However, if we are considered a PRC resident enterprise and earn income other than dividends from our PRC subsidiaries, a 25% enterprise income tax on our global income could significantly increase our tax burden and materially and adversely affect our cash flow and profitability.

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Further, the PRC Enterprise Income Tax Law and the implementation rules provide that an income tax rate of 10% may be applicable to China-sourced income of foreign enterprises, such as dividends paid by PRC subsidiaries to their overseas parent that is not a PRC resident enterprise, which (a) do not have an establishment or place of business in the PRC or (b) have an establishment or place of business in the PRC but the relevant income is not effectively connected with the establishment or place of business, unless there are applicable treaties that reduce such rate. The implementation rules of the new PRC Enterprise Income Tax Law provide that (a) if the enterprise that distributes dividends is domiciled in the PRC, or (b) if gains are realized from transferring equity interests of enterprises domiciled in the PRC, then such dividends or capital gains are treated as China-sourced income. It is not clear how “domicile” may be interpreted under the PRC Enterprise Income Tax Law, and it may be interpreted as the jurisdiction where the enterprise is a tax resident. Therefore, if we are considered as a PRC tax resident enterprise for tax purposes, any dividends we pay to our overseas shareholders or ADS holders as well as gains realized by such shareholders or ADS holders from the transfer of our shares or ADSs may be regarded as China-sourced income and as a result become subject to PRC withholding tax at the rate of 10%, subject to reduction by an applicable treaty. See “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Our global income and the dividends that we may receive from our PRC subsidiaries, dividends distributed to our non-PRC shareholders and ADS holders, and gains recognized by such shareholders or ADS holders, may be subject to PRC taxes under the Enterprise Income Tax Law, which would have a material adverse effect on our results of operations.”

### **Critical Accounting Policies**

We prepare our financial statements in conformity with U.S. GAAP, which requires us to make judgments, estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the end of each reporting period and the reported amount of revenue and expenses during each reporting period. We evaluate these estimates and assumptions based on historical experience, knowledge and assessment of current business and other conditions and expectations 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 these estimates and assumptions.

Some of our accounting policies require higher degrees of judgment than others in their application. When reviewing our consolidated financial statements, you should consider (a) our selection of critical accounting policies, (b) the judgment and other uncertainties affecting the application of such policies and (c) the sensitivity of reported results to changes in conditions and assumptions. For further information on our significant accounting policies, see Note 2 to our consolidated financial statements for 2014, 2015 and 2016. We consider the policies discussed below to be critical to an understanding of our consolidated financial statements as their application places significant demands on the judgment of our management. We believe the following critical accounting policies are most significant to the presentation of our financial statements and some of which may require the most difficult, subjective and complex judgments. They should be read in conjunction with our consolidated financial statements, the risks and uncertainties of which are described under “Item 3. Key Information—D. Risk Factors” and other disclosures included in this annual report.

### **Revenue Recognition**

Our revenue is derived from media services, leads generation services and online marketplace. Revenue is recognized only when the price is fixed or determinable, persuasive evidence of an arrangement exists, the service is performed and collectability of the related fee is reasonably assured based on the guidance in ASC 605, *Revenue Recognition*.

Contracts are signed to establish significant terms such as the price and services to be provided. We consider the price for our services to be fixed and determinable when we and our customers have signed the contracts. We assess the creditworthiness of our customers prior to signing the contracts to ensure collectability is reasonably assured. Non-refundable payments received before all of the relevant criteria for revenue recognition are satisfied and are to be recognized ratably over a period are recorded as deferred revenue.

Starting 2016, in order to better present the business, we changed our revenue reporting lines into media services, leads generation services and online marketplace, from advertising services and dealer subscription services, with the comparative figures for the years ended December 31, 2014 and 2015 revised accordingly.



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### *Media services*

Media services revenues mainly includes revenues from automaker advertising services and regional marketing campaigns conducted by certain automobile brands' regional offices. The majority of our online advertising service arrangements involve multiple deliverables such as banner advertisements, links and logos, other media insertions and promotional activities that are delivered over different periods of time.

In determining its best estimated selling price for each deliverable, we considered our overall pricing model and objectives, as well as market or competitive conditions that may impact the price at which we would transact if the deliverable were sold regularly on a standalone basis. We monitor the conditions that affect its determination of selling price for each deliverable and reassess such estimates periodically. Revenue is recognized ratably when the advertisements are published over the stated display period in the case of websites and mobile applications or when the services have been rendered in the case of promotional activities. The amount recognized is limited to the amount that is not contingent upon the delivery of additional deliverables or meeting other specified performance conditions.

### *Leads generation services*

Leads generation services primarily includes revenues from (i) dealer subscription services, (ii) advertising services sold to individual dealer advertisers, and other value-added services. Under the dealer subscription services, we make available throughout the subscription period a webpage linked to its websites where the dealers can publish information such as the pricing of their products, locations and addresses and other related information. Revenue is recognized ratably as services are provided over the subscription period.

### *Online marketplace*

Online marketplace revenues mainly includes revenues from the new vehicle transaction business, which is composed of direct vehicle sales and commission-based services facilitating transactions on the Autohome Mall platform and other platform-based service fee. For direct vehicle sales, we recognize revenue on a gross basis as it acts as the principal, is the primary obligor of the sales arrangements and is subject to inventory risk. Revenue from direct vehicle sales are recognized when a sales contract has been executed and the vehicle has been delivered. Under the commission-based service arrangements, we earn commission for the new vehicle transactions facilitated through the Autohome Mall platform. Commission revenue is recognized after the vehicles are delivered to customers.

### *Rebates and cash incentives provided to customers*

We provide rebates to agency companies based on cumulative annual advertising and service volume or surrounding occasional activities. We estimate our obligations under such agreements based on an evaluation of the likelihood of the agency companies' achievement of the advertising and service volume targets, giving consideration to the actual activity during the incentive period and, as appropriate, evaluation of the agency companies' purchase trends and history.

We also provide cash incentives to automakers and dealers who participated in various incentive programs on our online transaction platform. The cash incentives are accounted for as a reduction of revenue in accordance with ASC 605-50, "Revenue Recognition: Customer Payments and Incentives". However, for the cash incentives not within the scope of ASC 605-50 and provided to the end users for the promotional purpose, they are recognized as expense.

We have estimated and recorded rebates and cash incentives to agency companies, dealers and automakers cumulatively amounting to RMB395.2 million, RMB578.5 million and RMB653.5 million (US\$94.1 million) for the years ended December 31, 2014, 2015 and 2016, as a reduction of revenue, respectively.

### **Income taxes**

We account for income taxes using the liability method. Under this method, deferred tax assets and liabilities are determined based on the difference between the financial reporting and tax bases of assets and liabilities using enacted tax rates that will be in effect in the period in which the differences are expected to reverse. We record a valuation allowance against deferred tax assets if, based on the weight of available evidence, it is more-likely-than-not that some portion, or all, of the deferred tax assets will not be realized. The effect on deferred taxes of a change in tax rates is recognized in income in the period that includes the enactment date.

We apply ASC 740, *Accounting for Income Taxes*, to account for uncertainty in income taxes. ASC 740 prescribes a recognition threshold a tax position is required to meet before being recognized in the financial statements. We have recorded unrecognized tax benefits in the other liabilities line item in the accompanying consolidated balance sheets. We have elected to classify interest and penalties related to unrecognized tax benefits, if and when required, as part of "income tax expense", in the consolidated statements of operations data.

Our estimated liability for unrecognized tax benefits and the related interest and penalties are periodically assessed for adequacy and may be affected by changing interpretations of laws, rulings by tax authorities, changes and/or developments with respect to tax audits, and expiration of the statute of limitations. The actual benefits ultimately realized may differ from our estimates. As each audit is concluded, adjustments, if any, are recorded in our consolidated financial statements. Additionally, in future periods, changes in facts and circumstances, and new information may require us to adjust the recognition and measurement estimates with regard to individual tax positions. Changes in recognition and measurement estimates are recognized in the period in which they occur.

### **Fair Value Measurements of Financial Instruments**

Our financial instruments primarily comprise of cash and cash equivalents, restricted cash, short-term investments, accounts receivable, amounts due from related parties, prepaid expenses and other current assets, other non-current assets, accrued expenses and other payables, notes payable, and amounts due to related parties. The carrying values of these financial instruments approximated their fair values due to the short-term maturity of these instruments.

ASC topic 820 ("ASC 820"), *Fair Value Measurements and Disclosures*, establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value as follows:

Level 1 – Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets

Level 2 – Include other inputs that are directly or indirectly observable in the marketplace

Level 3 – Unobservable inputs which are supported by little or no market activity

ASC 820 describes three main approaches to measuring the fair value of assets and liabilities: (1) market approach; (2) income approach and (3) cost approach. The market approach uses prices and other relevant information generated from market transactions involving identical or comparable assets or liabilities. The income approach uses valuation techniques to convert future amounts to a single present value amount. The measurement is based on the value indicated by current market expectations about those future amounts. The cost approach is based on the amount that would currently be required to replace an asset.

### **Accounts Receivable and Allowance for Doubtful Accounts**

Accounts receivable are carried at net realizable value. An allowance for doubtful accounts is recorded in the period when a loss is probable based on an assessment of specific evidence indicating troubled collection, historical experience, accounts aging and other factors. An accounts receivable balance is written off after all collection effort has ceased.

### **Inventories**

Inventories consist of new vehicles held for sale, stated at the lower of cost or market. Cost is determined using the specific identification method. Our purchase arrangements with certain automakers entitle us to receive a specified amount of cash rebates if certain conditions are met during the stated rebate periods. We account for these rebates in accordance with ASC 605-50, *Revenue Recognition: Customer Payments and Incentives*. Rebates relating to new vehicles purchased but still held by us as of the balance sheet date are recorded as a reduction to cost of inventories while rebates relating to new vehicles purchased and sold during the reporting period are recorded as a reduction to cost of revenues.

Adjustments are recorded to write down the cost of inventory to the estimated market value for slow-moving and damaged goods. The amount of write-down is also dependent upon factors such as inventory aging, historical and forecasted consumer demand, and promotional environment. Write-downs are recorded in cost of revenues in the consolidated statements of operations data.

### **Goodwill**

Goodwill represents the excess of the purchase price over the amounts assigned to the fair value of the assets acquired and the liabilities assumed of an acquired business. Our goodwill at December 31, 2015 and 2016 were related to its acquisition of Cheerbright, China Topside and Norstar. In accordance with ASC 350, *Goodwill and Other Intangible Assets*, recorded goodwill amounts are not amortized, but rather are tested for impairment annually or more frequently if there are indicators of impairment present.

Goodwill is tested for impairment at the reporting unit level on an annual basis (December 31 for us) and between annual tests if an event occurs or circumstances change that would more-likely-than-not reduce the fair value of a reporting unit below its carrying value. These events or circumstances include a significant change in stock prices, business environment, legal factors, financial performances, competition, or events affecting the reporting unit. Application of the goodwill impairment test requires judgment, including the identification of reporting units, assignment of assets and liabilities to reporting units, assignment of goodwill to reporting units, and determination of the fair value of each reporting unit. The estimation of fair value of reporting unit using a discounted cash flow methodology also requires significant judgments, including estimation of future cash flows, which is dependent on internal forecasts, estimation of the long-term rate of growth for our business, estimation of the useful life over which cash flows will occur, and determination of our weighted average cost of capital. The estimates used to calculate the fair value of a reporting unit change from year to year based on operating results and market conditions. Changes in these estimates and assumptions could materially affect the determination of fair value and goodwill impairment for the reporting unit.

Management has determined that we represent the lowest level within the entity at which goodwill is monitored for internal management purposes. Management evaluated the recoverability of goodwill by performing a qualitative assessment before using a two-step impairment test approach at the reporting unit level. Based on an assessment of the qualitative factors, management determined that it is more-likely-than-not that the fair value of the reporting unit is in excess of its carrying amount. Therefore, management concluded that it was not necessary to proceed to the two-step goodwill impairment test. No impairment loss was recorded for any of the years presented.

If we reorganize our reporting structure in a manner that changes the composition of one or more of its reporting units, goodwill is reassigned based on the relative fair value of each of the affected reporting units.

### **Share-based Compensation**

We account for share-based awards granted to employees under ASC 718, *Compensation—Stock Compensation*, which requires that share-based awards granted to employees be measured based on the grant date fair value and recognized as compensation expense over the requisite service period (which is generally the vesting period) in the consolidated statements of operations data. We have elected to recognize compensation expense using the straight-line method for all share-based awards granted with service conditions that have a graded vesting schedule. ASC 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from initial estimates.

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Forfeiture rates are estimated based on historical and future expectations of employee turnover rates and are adjusted to reflect future changes in circumstances and facts, if any. Share-based compensation expense is recorded net of estimated forfeitures such that expense is recorded only for those share-based awards that are expected to vest. To the extent that we revise these estimates in the future, the share-based payments could be materially impacted in the period of revision, as well as in following periods. We, with the assistance of an independent third-party valuation firm, determined the fair value of the stock options granted to employees. The binomial option pricing model was applied in determining the estimated fair value of the options granted to employees. Subsequent to the IPO, fair value of the ordinary shares is the price of our publicly traded shares.

We account for a change in any of the terms or conditions of share-based awards as a modification in accordance with ASC subtopic 718-20, *Compensation-Stock Compensation: Awards Classified as Equity*, whereby the incremental fair value, if any, of a modified award, is recorded as compensation cost on the date of modification for vested awards or over the remaining vesting period for unvested awards. The incremental compensation cost is the excess of the fair value of the modified award on the date of modification over the fair value of the original award immediately before the modification.

## Results of Operations

The following table presents our results of operations in absolute amounts and as a percentage of our total net revenues for the years indicated.

	For the Year Ended December 31,						
	2014		2015		2016		
	RMB	%	RMB	%	RMB	US\$	
	(in thousands, except percentages)						
<b>Net revenues</b>							
Media services	1,287,437	60.4%	1,878,397	54.3%	2,347,626	338,128	39.4%
Leads generation services	839,778	39.3	1,403,892	40.5	1,916,445	276,026	32.1
Online marketplace	5,734	0.3	181,686	5.2	1,697,550	244,498	28.5
<b>Total net revenues</b>	<b>2,132,949</b>	<b>100.0</b>	<b>3,463,975</b>	<b>100.0</b>	<b>5,961,621</b>	<b>858,652</b>	<b>100.0</b>
Cost of revenues <sup>(1)</sup>	(381,498)	(17.9)	(669,121)	(19.3)	(2,393,165)	(344,687)	(40.1)
<b>Gross Profit</b>	<b>1,751,451</b>	<b>82.1</b>	<b>2,794,854</b>	<b>80.7</b>	<b>3,568,456</b>	<b>513,965</b>	<b>59.9</b>
<b>Operating expenses</b>							
Sales and marketing expenses <sup>(1)</sup>	(559,070)	(26.2)	(1,127,484)	(32.6)	(1,536,939)	(221,365)	(25.8)
General and administrative expenses <sup>(1)</sup>	(129,751)	(6.1)	(193,655)	(5.6)	(306,794)	(44,188)	(5.2)
Product development expenses <sup>(1)</sup>	(158,395)	(7.4)	(273,908)	(7.9)	(571,354)	(82,292)	(9.6)
<b>Operating profit</b>	<b>904,235</b>	<b>42.4</b>	<b>1,199,807</b>	<b>34.6</b>	<b>1,153,369</b>	<b>166,120</b>	<b>19.3</b>
Interest income	34,682	1.6	63,218	1.8	88,168	12,699	1.5
Earnings/(loss) from equity method investments	—	—	102	0.0	(6,638)	(956)	(0.1)
Other income, net	2,544	0.1	13,064	0.4	13,953	2,010	0.2
<b>Income before income taxes</b>	<b>941,461</b>	<b>44.1</b>	<b>1,276,191</b>	<b>36.8</b>	<b>1,248,852</b>	<b>179,873</b>	<b>20.9</b>
Income tax expense	(192,781)	(9.0)	(285,542)	(8.2)	(32,629)	(4,700)	(0.5)
<b>Net income</b>	<b>748,680</b>	<b>35.1</b>	<b>990,649</b>	<b>28.6</b>	<b>1,216,223</b>	<b>175,173</b>	<b>20.4</b>
Net loss attributable to noncontrolling interests	—	—	—	—	11,691	1,684	0.2
<b>Net income attributable to Autohome Inc.</b>	<b>748,680</b>	<b>35.1%</b>	<b>990,649</b>	<b>28.6%</b>	<b>1,227,914</b>	<b>176,857</b>	<b>20.6%</b>

(1) Including share-based compensation expenses as follows:

	For the Year Ended December 31,						
	2014		2015		2016		
	RMB	%	RMB	%	RMB	US\$	
	(in thousands, except percentages)						
<b>Allocation of Share-Based Compensation Expenses</b>							
Cost of revenues	8,048	0.4%	6,939	0.2%	12,310	1,773	0.2%
Sales and marketing expenses	14,644	0.7	36,584	1.1	50,814	7,319	0.9
General and administrative expenses	20,557	1.0	40,142	1.1	77,965	11,229	1.3
Product development expenses	13,417	0.6	24,280	0.7	54,304	7,821	0.9
<b>Total share-based compensation expenses</b>	<b>56,666</b>	<b>2.7%</b>	<b>107,945</b>	<b>3.1%</b>	<b>195,393</b>	<b>28,142</b>	<b>3.3%</b>

**Year Ended December 31, 2016 Compared to Year Ended December 31, 2015**

**Net Revenues.** Our net revenues increased by 72.1% from RMB3,464.0 million in 2015 to RMB5,961.6 million (US\$858.7 million) in 2016. This increase was due to the significant revenue growth from our online marketplace and a 29.9% increase in revenues from media and leads generation services.

**Media services.** Our media services revenues increased by 25.0% from RMB1,878.4 million in 2015 to RMB2,347.6 million (US\$338.1 million) in 2016. This increase was due to increased revenue from automaker advertising services and regional marketing campaigns conducted by certain automobile brands' regional offices.

The increase in revenues from our media services was attributable to 14.5% increase in average revenue per automaker advertiser from RMB21.6 million in 2015 to RMB24.7 million (US\$3.6 million) in 2016, as automakers continued to allocate more of their advertising budgets to our online advertising and marketing channels.

**Leads generation services.** Leads generation services revenues increased by 36.5% from RMB1,403.9 million in 2015 to RMB1,916.4 million (US\$276.0 million) in 2016. The increase in leads generation services revenues was mainly driven by 23.8% year-over-year increase in average revenue per paying dealer from RMB64.2 thousand in 2015 to RMB79.5 thousand in 2016 as dealers continue to allocate a greater portion of their budgets to our services. We provided leads generation services to 24,096 dealers in 2016, compared with 21,858 dealers in 2015.

**Online marketplace.** Online marketplace revenues were RMB1,697.6 million (US\$244.5 million) in 2016 compared to RMB181.7 million in 2015. Revenues from direct vehicle sales were RMB133.6 million and RMB1,635.1 million (US\$235.5 million) in 2015 and 2016, respectively, accounting for 73.6% and 96.3% of online marketplace revenues. We sold a total of 937 and 17,738 new vehicles under direct vehicle sales in 2015 and 2016, respectively.

**Cost of Revenues.** Our cost of revenues increased by 257.7% from RMB669.1 million in 2015 to RMB2,393.2 million (US\$344.7 million) in 2016, primarily due to an increase in cost of sales related to direct vehicle sales.

**Content-related Costs.** Our content-related costs increased by 45.9% from RMB184.6 million in 2015 to RMB269.3 million (US\$38.8 million) in 2016, primarily due to a 36.7% increase of salaries and benefits of our editorial personnel (including share-based compensation expenses) from RMB84.9 million in 2015 to RMB116.0 million (US\$16.7 million) in 2016. Our content-related costs included share-based compensation expenses, which increased from RMB6.9 million in 2015 to RMB12.3 million (US\$1.8 million) in 2016.

**Depreciation and Amortization Expenses.** Our depreciation and amortization expenses were RMB42.6 million (US\$6.1 million) in 2016 compared to RMB43.2 million in 2015.

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**Bandwidth and IDC Costs.** Our bandwidth and IDC costs increased by 33.1% from RMB38.9 million in 2015 to RMB51.8 million (US\$7.5 million) in 2016, primarily due to increased bandwidth and IDC requirements to fulfill the growth of our user traffic, improve the user experience and enhance our big data analysis capabilities.

**VAT and Surcharges.** VAT and related surcharges increased by 29.6% from RMB269.5 million for 2015 to RMB349.4 million (US\$50.3 million) in 2016, as a result of increased revenues.

**Cost of sales, including tax.** Cost of sales including tax were RMB1,680.1 million (\$242.0 million) in 2016 compared to RMB132.9 million 2015. Nil and RMB50.2 million (US\$7.2 million) of write-down was recorded in cost of sales in 2015 and 2016, respectively.

**Operating Expenses.** Our operating expenses increased by 51.4% from RMB1,595.0 million in 2015 to RMB2,415.1 million (US\$347.8 million) in 2016, primarily due to increases in sales and marketing expenses, product development expenses and general and administrative expenses.

**Sales and Marketing Expenses.** Our sales and marketing expenses increased by 36.3% from RMB1,127.5 million in 2015 to RMB1,536.9 million (US\$221.4 million) in 2016. This increase was primarily due to (i) a 38.3% increase in marketing and promotional expenses from RMB635.6 million in 2015 to RMB879.1 million (US\$126.6 million) in 2016, mainly in connection with the promotion of our mobile platforms including mobile applications, and (ii) a 27.0% increase in salaries and benefits (including share-based compensation expenses) from RMB416.2 million in 2015 to RMB528.6 million (US\$76.1 million) in 2016, which is in line with our overall growth. As a percentage of net revenues, sales and marketing expenses decreased from 32.6% in 2015 to 25.8% in 2016. Our sales and marketing expenses in 2016 included share-based compensation expenses of RMB50.8 million (US\$7.3 million), compared to RMB36.6 million in 2015.

**General and Administrative Expenses.** Our general and administrative expenses increased by 58.4% from RMB193.7 million in 2015 to RMB306.8 million (US\$44.2 million) in 2016. This increase was primarily attributable to a 79.5% increase in salaries and benefits (including share-based compensation expenses) from RMB106.1 million in 2015 to RMB190.4 million (US\$27.4 million) in 2016. As a percentage of net revenues, general and administrative expenses decreased from 5.6% in 2015 to 5.2% in 2016. Our general and administrative expenses for 2016 included share-based compensation expenses of RMB78.0 million (US\$11.2 million), compared to RMB40.1 million in 2015.

**Product Development Expenses.** Our product development expenses increased by 108.6% from RMB273.9 million in 2015 to RMB571.4 million (US\$82.3 million) in 2016. The increase was primarily attributable to a 107.4% increase in salaries and benefits (including share-based compensation expenses) from RMB243.8 million in 2015 to RMB505.7 million (US\$72.8 million) in 2016, as a result of the increase of product development headcount, which is in line with our overall growth and continuous reinvestment in future growth opportunities. As a percentage of net revenues, product development expenses increased from 7.9% in 2015 to 9.6% in 2016. Our product development expenses for 2016 included share-based compensation expenses of RMB54.3 million (US\$7.8 million), compared to RMB24.3 million in 2015.

**Income before Income Taxes.** Our income before income taxes was RMB1,248.9 million (US\$179.9 million) in 2016 compared to RMB1,276.2 million in 2015.

**Income Tax Expense.** We incurred income tax expense of RMB32.6 million (US\$4.7 million) in 2016, a significant decrease compared with RMB285.5 million in 2015, primarily due to change in the enacted tax rate of Beijing Prbrownies which resulted in tax benefit of RMB173.6 million (\$25.0 million) being recorded in 2016.

**Net Income Attributable to Autohome Inc..** As a result of the foregoing, we had net income attributable to Autohome Inc. of RMB1,227.9 million (US\$176.9 million) in 2016, increased by 24.0% compared with net income attributable to Autohome Inc. of RMB990.6 million in 2015.

**Year Ended December 31, 2015 Compared to Year Ended December 31, 2014**

**Net Revenues.** Our net revenues increased by 62.4% from RMB2,132.9 million in 2014 to RMB3,464.0 million in 2015. This increase was due to increases in both our media services revenues and our leads generation services revenues, as well as our online marketplace revenues.

**Media services.** Our media services revenues increased by 45.9% from RMB1,287.4 million in 2014 to RMB1,878.4 million in 2015. This increase was due to our increased revenues from automaker advertising services and regional marketing campaigns conducted by certain automobile brands' regional offices.

The increase in revenues from our media services was attributable to 42.5% increase in average revenue per automaker advertiser from RMB15.1 million in 2014 to RMB21.6 million in 2015, as automakers continued to allocate more of their advertising budgets to our online advertising and marketing channels.

**Leads generation services.** Leads generation services revenues increased by 67.2% from RMB839.8 million in 2014 to RMB1,403.9 million in 2015. The increase in leads generation services revenues was mainly driven by 37.5% year-over-year increase in average revenue per paying dealer from RMB46.7 thousand in 2014 to RMB64.2 thousand in 2015 as dealers continue to allocate a greater portion of their budgets to our services. We provided leads generation services to 21,858 dealers in 2015, compared with 17,972 dealers in 2014.

**Online marketplace.** Online marketplace revenues increased substantially from RMB5.7 million in 2014 to RMB181.7 million in 2015. Revenues from direct vehicle sales were nil and RMB133.6 million in 2014 and 2015, respectively, accounting for nil and 73.6% of online marketplace revenues. We sold a total of nil and 937 new vehicles under direct vehicle sales in 2014 and 2015, respectively.

**Cost of Revenues.** Our cost of revenues increased by 75.4% from RMB381.5 million in 2014 to RMB669.1 million in 2015, primarily due to increases in cost of sales related to direct vehicle sales, content-related costs and VAT and surcharges.

**Content-related Costs.** Our content-related costs increased by 44.3% from RMB127.9 million in 2014 to RMB184.6 million in 2015, primarily due to a 33.0% increase of salaries and benefits of our editorial personnel (including share-based compensation expenses) from RMB63.8 million in 2014 to RMB84.9 million in 2015. Our content-related costs included share-based compensation expenses, which decreased from RMB8.0 million in 2014 to RMB6.9 million in 2015.

**Depreciation and Amortization Expenses.** Our depreciation and amortization expenses increased by 36.1% from RMB31.7 million in 2014 to RMB43.2 million in 2015, primarily due to an increase in depreciation expenses related to servers purchased and leasehold improvement along with business expansion, partially offset by a decrease in amortization of acquired intangible assets, including domain names and licensing agreement.

**Bandwidth and IDC Costs.** Our bandwidth and IDC costs increased by 26.6% from RMB30.7 million in 2014 to RMB38.9 million in 2015, primarily due to increased bandwidth and IDC requirements to fulfill the growth of our user traffic and new business.

**VAT and Surcharges.** VAT and related surcharges increased by 41.0% from RMB191.2 million for 2014 to RMB269.5 million for 2015, as a result of increased revenues.

**Cost of sales, including tax.** Cost of sales including tax were RMB132.9 million in 2015 compared to nil in 2014.

**Operating Expenses.** Our operating expenses increased by 88.3% from RMB847.2 million in 2014 to RMB1,595.0 million in 2015, primarily due to increases in sales and marketing expenses, product development expenses and general and administrative expenses as the Company has been reinvesting for future growth opportunities.

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**Sales and Marketing Expenses.** Our sales and marketing expenses increased by 101.7% from RMB559.1 million in 2014 to RMB1,127.5 million in 2015. This increase was primarily due to (i) a 109.4% increase in promotional and marketing expenses from RMB303.6 million in 2014 to RMB635.6 million in 2015, in connection with the promotion of the Company's brands through search engines, mobile platforms and navigation sites, a 10-year anniversary campaign, and offline promotional activities such as a nationwide group-buy campaign and (ii) a 94.8% increase in salaries and benefits (including share-based compensation expenses) from RMB213.6 million in 2014 to RMB416.2 million in 2015, due to an increase in sales and marketing headcount, which is in line with the Company's rapid growth. As a percentage of net revenues, sales and marketing expenses increased from 26.2% in 2014 to 32.6% in 2015. Our sales and marketing expenses in 2015 included share-based compensation expenses of RMB36.6 million, compared to RMB14.6 million in 2014.

**General and Administrative Expenses.** Our general and administrative expenses increased by 49.3% from RMB129.8 million in 2014 to RMB193.7 million in 2015. This increase was primarily attributable to a 39.8% increase in salaries and benefits (including share-based compensation expenses) from RMB75.9 million in 2014 to RMB106.1 million in 2015. As a percentage of net revenues, general and administrative expenses decreased from 6.1% in 2014 to 5.6% in 2015. Our general and administrative expenses for 2015 included share-based compensation expenses of RMB40.1 million, compared to RMB20.6 million in 2014.

**Product Development Expenses.** Our product development expenses increased by 72.9% from RMB158.4 million in 2014 to RMB273.9 million in 2015. The increase was primarily attributable to a 75.3% increase in salaries and benefits (including share-based compensation expenses) by from RMB139.1 million in 2014 to RMB243.8 million in 2015, due to the increase in product development headcount. As a percentage of net revenues, product development expenses increased from 7.4% in 2014 to 7.9% in 2015. Our product development expenses for 2015 included share-based compensation expenses of RMB24.3 million, compared to RMB13.4 million in 2014.

**Income before Income Taxes.** Our income before income taxes increased by 35.6% from RMB941.5 million in 2014 to RMB1,276.2 million in 2015.

**Income Tax Expense.** We incurred income tax expense of RMB285.5 million in 2015, compared with RMB192.8 million in 2014, primarily due to the growth of our income before income taxes. As a percentage of our income before income taxes, our income tax expenses were 20.5% in 2014 and 22.4% in 2015.

**Net Income Attributable to Autohome Inc..** As a result of the foregoing, we had net income attributable to Autohome Inc. of RMB990.6 million in 2015, compared with net income attributable to Autohome Inc. of RMB748.7 million in 2014.

## **Inflation**

Since our inception, inflation in China has not materially impacted our results of operations. According to the National Bureau of Statistics of China, the consumer price index in China increased by 2.0%, 1.4% and 2.0% in 2014, 2015 and 2016, and the year-over-year percent changes in the consumer price index for December 2014, 2015, and 2016 were increases of 1.5%, 1.6%, and 2.1%, respectively. Although we have not in the past been materially affected by inflation since our inception, we can provide no assurance that we will not be affected in the future by higher rates of inflation in China.

## **Recent Accounting Pronouncements**

In July 2015, the FASB issued ASU No. 2015-11, *Simplifying the Measurement of Inventory* ("ASU 2015-11"). The amendments in this update simplify the measurement of inventory. ASU 2015-11 states that an entity should measure inventory at the lower of cost and net realizable value. The amendments in ASU 2015-11 are effective for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years. The amendments in ASU 2015-11 should be applied prospectively with earlier application permitted as of the beginning of an interim or annual reporting period. The adoption of the guidance is not expected to have significant impact on our consolidated financial statements.



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In August 2015, the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers—Deferral of the effective date* (“ASU 2015-14”). The amendments in ASU 2015-14 defer the effective date of ASU No. 2014-09, *Revenue from Contracts with Customers* issued in May 2014. Further in 2016, as a clarification of the new revenue guidance, the FASB issued ASU No. 2016-08, *Revenue from Contracts with Customers - Principal versus Agent Considerations (Reporting Revenue Gross versus Net)* (“ASU 2016-08”), ASU No. 2016-10, *Revenue from Contracts with Customers—Identifying Performance Obligations and Licensing* (“ASU 2016-10”), ASU No. 2016-12, *Revenue from Contracts with Customers—Narrow-Scope Improvements and Practical Expedients* (“ASU 2016-12”), and ASU No. 2016-20, *Technical Corrections and Improvements to Topic 606, Revenue from Contracts with Customers* (“ASU 2016-20”). The amendments in ASU 2016-08, ASU 2016-10, ASU 2016-12 and ASU 2016-20 do not change the core principle of the guidance. All the above amendments regarding the new revenue guidance are effective for annual reporting periods beginning after December 15, 2017, including interim reporting periods within that reporting period. Earlier application is permitted only as of annual reporting periods beginning after December 15, 2016, including interim reporting periods within that reporting period. We will apply the new revenue guidance beginning January 1, 2018 and will not early adopt. We have set up a revenue project team and is in the process of evaluating the contracts of each revenue stream to determine the impact on our consolidated financial statements. We plan to continue the evaluation, analysis, and documentation of its adoption of ASU 2014-09 (including those subsequently issued updates that clarify ASU 2014-09’s provisions) throughout 2017 and finalize determination of the impact that the adoption will have on our consolidated financial statements under the new standard.

In November 2015, the FASB issued ASU No. 2015-17, *Income Taxes—Balance Sheet Classification of Deferred Taxes* (“ASU 2015-17”). The amendments in this update simplify the presentation of deferred income taxes. ASU 2015-17 requires that deferred tax liabilities and assets be classified as noncurrent in a classified statement of financial position. The amendments in ASU 2015-17 are effective for fiscal years beginning after December 15, 2016 including interim periods within those fiscal years. Earlier application is permitted for all entities as of the beginning of an interim or annual reporting period. The amendments in this Update may be applied either prospectively to all deferred tax liabilities and assets or retrospectively to all periods presented. We will adopt the guidance on a retrospective basis starting from the first quarter of 2017 and present all the deferred tax assets and liabilities as non-current items on our consolidated balance sheets, including comparative periods.

In February 2016, the FASB issued ASU No. 2016-02, *Leases* (“ASU 2016-02”). Under the new provisions, all lessees will report a right-of-use asset and a liability for the obligation to make payments for all leases with the exception of those leases with a term of 12 months or less. All other leases will fall into one of two categories: (i) financing leases, similar to capital leases, which will require the recognition of an asset and liability, measured at the present value of the lease payments and (ii) operating leases which will require the recognition of an asset and liability measured at the present value of the lease payments. Lessor accounting remains substantially unchanged with the exception that no leases entered into after the effective date will be classified as leveraged leases. For sale leaseback transactions, the sale will only be recognized if the criteria in the new revenue recognition standard are met. It is expected to be effective for fiscal years and interim periods beginning after December 15, 2018 for public entities. Early application is permitted. We are currently evaluating the impact of adopting this guidance.

In March 2016, the FASB issued ASU No. 2016-09, *Compensation—Stock Compensation: Improvements to Employee Share-Based Payment Accounting* (“ASU 2016-09”). The amendments in ASU 2016-09 simplify the several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, forfeitures, and classification on the statement of cash flows. The amendments in ASU 2016-09 are effective for annual periods beginning after December 15, 2016, and interim periods within those annual periods. The adoption of the guidance is not expected to have significant impact on our consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows: Classification of Certain Cash Receipts and Cash Payments* (“ASU 2016-15”). The amendments in ASU 2016-15 address eight specific cash flow issues with the objective of reducing the existing diversity in practice. The amendments in ASU 2016-15 are effective for annual periods beginning after December 15, 2017, and interim periods within those annual periods. The adoption of the guidance is not expected to have significant impact on our consolidated financial statements.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 320): Restricted Cash* (“ASU 2016-18”). The amendments in ASU 2016-18 require that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The amendments in ASU 2016-18 are effective for annual periods beginning after December 15, 2017, and interim periods within those annual periods. The adoption of the guidance is not expected to have significant impact on our consolidated financial statements.

**B. Liquidity and Capital Resources****Cash Flows and Working Capital**

Our principal sources of liquidity are cash generated from our operating activities and our issuance of ADSs. In December 2013, we completed our initial public offering and raised net proceeds of US\$142.6 million, after deducting underwriting commissions and discounts and expenses. In November 2014, we completed our 2014 Offering and raised net proceeds of US\$97.3 million, after deducting underwriting commissions and discounts and expenses. Our principal uses of cash for 2014, 2015 and 2016 were operating activities, including employee compensation, tax expenses, marketing expenses, bandwidth and IDC costs and purchase of vehicles, investments and capital expenditures. As of December 31, 2016, we had cash and cash equivalents, restricted cash and short-term investments altogether amounting to RMB5,733.3 million (US\$825.8 million).

We believe that our current cash and anticipated cash flow from operations, together with the net proceeds that we received from our equity offerings, will be sufficient to meet our anticipated cash needs, including our cash needs for at least the next 12 months. We may require additional cash due to unanticipated business conditions or other future developments. If our existing cash is insufficient to meet our requirements, we may seek to sell additional equity securities, debt securities or secure debt funding from financial institutions.

We expect to continue to accrue for staff welfare benefits including medical insurance, housing funds, pension benefits, unemployment insurance, maternity insurance and work-related injury insurance based on certain percentages of the employees' respective salaries and to make cash contributions to state-sponsored plans out of the amounts accrued. The amount of such cash contributions may increase due to our expanding workforce as we grow our business or increase wage levels. However, we do not expect that any such increases will have a material effect on our liquidity.

The following table sets forth a summary of our cash flows for the years indicated.

	For the Year Ended December 31,			
	2014	2015	2016	
	RMB	RMB	RMB	US\$
		(in thousands)		
Net cash generated from operating activities	1,023,743	1,461,841	1,625,896	234,178
Net cash used in investing activities	(1,759,517)	(407,657)	(514,906)	(74,163)
Net cash generated from financing activities	647,396	30,200	27,920	4,021
Effect of exchange rate on cash and cash equivalents	4,181	13,847	2,354	340
Net increase/(decrease) in cash and cash equivalents	(84,197)	1,098,231	1,141,264	164,376
Cash and cash equivalents at beginning of year	1,138,613	1,054,416	2,152,647	310,046
Cash and cash equivalents at end of year	1,054,416	2,152,647	3,293,911	474,422

### ***Operating Activities***

Net cash generated from operating activities was RMB1,625.9 million (US\$234.2 million) for 2016. This amount was primarily attributable to net income of RMB1,216.2 million (US\$175.2 million), (a) adjusted for (i) certain non-cash expenses, primarily share-based compensation expenses of RMB195.4 million (US\$28.1 million), deferred income taxes of RMB103.8 million (US\$15.0 million), depreciation of property and equipment of RMB65.2 million (US\$9.4 million), and write-down of inventories and prepayment for vehicle purchase cost of RMB50.2 million (US\$7.2 million) and (ii) changes in operating assets and liabilities that positively affected operating cash flow, primarily an increase in accrued expenses and other payables of RMB308.9 million (US\$44.5 million), an increase in deferred revenue of RMB139.7 million (US\$20.1 million) and a decrease in restricted cash of RMB51.8 million (US\$7.5 million), (b) partially offset by changes in operating assets and liabilities that negatively affected operating cash flow, primarily a decrease in notes payable of RMB143.9 million (US\$20.7 million), an increase in accounts receivable of RMB132.8 million (US\$19.1 million) and increase in prepaid expenses and other current assets of RMB77.6 million (US\$11.2 million). The increase in accrued expenses and other payables was mainly due to the increase in accrued rebates to advertising agencies in accordance with growth of media service revenues, accrual for the year-end bonuses to employees during the period and customer deposit received. The increase in deferred revenue was mainly attributable to the growth of our dealer subscription services. The decrease in restricted cash and notes payable was primarily due to the maturity and settlement of short-term bank acceptance notes used for the purchase of new vehicles. The increase in accounts receivable was primarily due to the increase of our media services. The increase in prepaid expenses and other current assets was mainly due to the advance payment for purchase of new vehicles.

Net cash generated from operating activities was RMB1,461.8 million for 2015. This amount was primarily attributable to net income of RMB990.6 million, (a) adjusted for (i) certain non-cash expenses, primarily share-based compensation expenses of RMB107.9 million, depreciation of property and equipment of RMB51.3 million and deferred income taxes of RMB6.5 million, and (ii) changes in operating assets and liabilities that positively affected operating cash flow, primarily an increase in deferred revenue of RMB433.7 million and an increase in accrued expenses and other payables of RMB316.7 million, and (b) partially offset by changes in operating assets and liabilities that negatively affected operating cash flow, primarily an increase in accounts receivable of RMB340.9 million and increase in prepaid expenses and other current assets of RMB264.4 million and inventories of RMB111.7 million. The increase in deferred revenues was mainly attributable to the growth of our dealer subscription services. The increase in accrued expenses and other payables was mainly due to the increase in accrued rebates to advertising agencies in accordance with growth of revenue and accrual for the year-end bonuses to employees during the period. The increase in accounts receivable was primarily due to the increase of our advertising services. The increase in prepaid expenses and inventories was mainly due to the advance payment for and purchase of vehicles.

Net cash generated from operating activities was RMB1,023.7 million for 2014. This amount was primarily attributable to net income of RMB748.7 million, (a) adjusted for (i) certain non-cash expenses, primarily share-based compensation expenses of RMB56.7 million, depreciation of property and equipment of RMB35.1 million and deferred income taxes of RMB5.3 million, and (ii) changes in operating assets and liabilities that positively affected operating cash flow, primarily an increase in deferred revenue of RMB225.6 million and an increase in accrued expenses and other payables of RMB201.4 million, and (b) partially offset by changes in operating assets and liabilities that negatively affected operating cash flow, primarily an increase in accounts receivable of RMB271.0 million. The increase in deferred revenues was mainly attributable to the growth of our dealer subscription services. The increase in accounts receivable was primarily due to the increase of our advertising service sales. The increase in accrued expenses and other payables was mainly due to the increase in accrued rebates to advertising agencies in accordance with growth of revenue and accrual for the year-end bonuses to employees during the period.

### ***Investing Activities***

Net cash used in investing activities was RMB514.9 million (US\$74.2 million) in 2016, which was primarily attributable to the purchase of term deposits and adjustable-rate financial products, capital expenditures primarily related to purchase of electronic equipment and leasehold improvements and investment in our new joint ventures.

Net cash used in investing activities was RMB407.7 million in 2015, which was primarily attributable to the purchase of term deposits, the investment in our new joint ventures and the capital expenditures primarily related to purchase of electronic equipment and leasehold improvements.

Net cash used in investing activities was RMB1,759.5 million in 2014, which was primarily attributable to the purchase of term deposits.

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### ***Financing Activities***

Net cash generated from financing activities in 2016 was RMB27.9 million (US\$4.0 million), which was primarily attributable to proceeds from exercise of share-based awards.

Net cash generated from financing activities in 2015 was RMB30.2 million, which was attributable to proceeds from exercise of share-based awards.

Net cash generated from financing activities in 2014 was RMB647.4 million, which was primarily attributable to the net proceeds from our 2014 Offering of RMB604.0 million and the decrease in restricted cash of RMB245.0 million, partially offset by the payment of the final installment for the repurchase of common stock from Mr. Jiang Lan, a former director of our company, of RMB227.0 million, pursuant to the West Crest Share Purchase.

In connection with financing the first installment payable to Mr. Jiang Lan under the West Crest Share Purchase, we entered into a short-term loan facility agreement with The Hongkong and Shanghai Banking Corporation Limited, Hong Kong, on November 18, 2013 in the amount of RMB230.3 million. The term of this loan was three months, with an interest rate of LIBOR plus 0.9% and a maturity of three months from the date of first drawdown. This short-term facility was secured by RMB denominated bank deposits of RMB245.0 million placed with HSBC Bank (China) Company Limited, which increased restricted cash for 2013. We repaid this loan in full in 2013 and subsequently the pledged RMB denominated bank deposits were released in early 2014.

### ***Capital Expenditures***

Cash outflow in connection with capital expenditures amounted to RMB42.8 million, RMB89.2 million and RMB88.8 million (US\$12.8 million) in 2014, 2015 and 2016, respectively. These capital expenditures were primarily used to purchase equipment for our business and leasehold improvements.

### ***Holding Company Structure***

Our ability to pay dividends is primarily dependent on our receiving distributions of funds from our subsidiaries. Relevant PRC statutory laws and regulations permit payments of dividends by our PRC subsidiaries only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. The results of operations reflected in the consolidated financial statements prepared in accordance with U.S. GAAP differ from those reflected in the statutory financial statements of our PRC subsidiaries.

Under PRC law, our PRC subsidiaries are required to provide for certain statutory reserves, namely a general reserve, an enterprise expansion fund and a staff welfare and bonus fund and allocate at least 10% of their after-tax profits on an individual company basis as determined under PRC accounting standards to the general reserve, and have the right to discontinue allocations to the general reserve if such reserve has reached 50% of registered capital on an individual company basis. In addition, they are also required to make appropriations to the enterprise expansion fund and staff welfare and bonus fund at the discretion of their respective boards of directors. Our VIEs in the PRC are also subject to similar statutory reserve requirements. These reserves can only be used for specific purposes and are not transferable to us in the form of loans, advances or cash dividends. As of December 31, 2014, 2015 and 2016, our PRC subsidiaries and VIEs had appropriated RMB8.8 million, RMB19.2 million and RMB36.0 million (US\$5.2 million), respectively, of retained earnings for their statutory reserves.

As a result of these PRC laws and regulations, prior to allocations of after-tax profits to the statutory reserves, our PRC subsidiaries and VIEs are restricted in their ability to transfer a portion of their net assets to us.

Foreign exchange and other regulation in the PRC may further restrict our PRC subsidiaries and VIEs from transferring funds to us in the form of dividends, loans and advances. As of December 31, 2015 and 2016, the amounts of the net restricted assets of our PRC subsidiaries and VIEs were RMB3,740.5 million and RMB5,165.7 million (US\$744.0 million), respectively.

**C. Research and Development, Patents and Licenses, Etc.**

**Technology and Product Development**

Our technologies and infrastructure are critical to our success. We follow a user-centric strategy for our system architecture and have developed robust and scalable technology platforms with sufficient flexibility to support our rapid growth.

A key component of our user-centric strategy is our user intelligence engine which we have developed and are continually enhancing. Our user intelligence engine allows us to rapidly gather user intelligence by analyzing large amounts of data from many sources throughout our content production system. We can utilize such user intelligence data to personalize user interfaces, associate and understand the relationship of information from different sources and facilitate interactions among users and various elements on our websites and mobile applications. It also helps us recommend suitable products, services and user connections to our users. Through our user intelligence engine, we can engage our users more closely by providing them with relevant content. We are also able to provide precision marketing services to our automakers, dealers and other automotive-related customers so that they can deliver relevant advertisements to targeted users who are more receptive to such marketing information.

We distribute our web content to numerous network nodes close to our users by utilizing the content delivery networks, allowing most of our user communications to bypass internet congestion. With our technological expertise, we manage the content delivery networks to enhance our website responsiveness and to improve user experience. As such, we believe our websites have a performance advantage over other automotive vertical websites.

We invested heavily in mobile technologies and were among the earliest in our industry in China to introduce a mobile version of our websites and both Apple iOS- and Android-based applications to allow our users to easily access our content. We have built up a team of research and development personnel to focus exclusively on the development of our mobile websites and applications and to explore new business models and opportunities through mobile technology. We plan to continue to leverage our mobile technology to enhance the functions and user interface of our mobile applications for Apple iOS- and Android- platforms focusing on convenience, real-time interaction and location based services.

We had an experienced product development team of 1,379 engineers as of December 31, 2016. Our past innovation has focused on helping users research, select and purchase suitable automobiles through our websites. We plan to develop additional products and services for our mobile applications and media-related technology, enhance the big data analysis capabilities and augmented reality related technologies. Our product development expenses were RMB158.4 million, RMB273.9 million and RMB571.4 million (US\$82.3 million) for the years ended December 31, 2014, 2015 and 2016, respectively.

**Intellectual Property**

Our intellectual property includes trademarks and trademark applications related to our brands and services, software copyrights, trade secrets and other intellectual property rights and licenses. We seek to protect our intellectual property assets and brands through a combination of trademark, patent, copyright and trade secret protection laws in the PRC and other jurisdictions, as well as through confidentiality agreements and other measures.

We hold 汽车之家<sup>®</sup> and 车之家<sup>®</sup> (both mean “auto home” in English) and “AUTOHOME<sup>®</sup>” trademarks in China. In addition, as at December 31, 2016, we held 110 pending trademark applications and 129 registered trademarks in China. As at the same date, we had 55 registered domain names, including our main website domain names, *autohome.com.cn* and *che168.com*, 103 pending patent applications and 51 registered patents. We had 189 computer software copyrights as of December 31, 2016.

**D. Trend Information**

Other than as disclosed elsewhere in this annual report, we are not aware of any trends, uncertainties, demands, commitments or events since the beginning of our fiscal year 2016 that are reasonably likely to have a material effect on our net revenues, income from operations, profitability, liquidity or capital resources, or that would cause the disclosed financial information to be not necessarily indicative of future operating results or financial condition.

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### **E. Off-Balance Sheet Arrangements**

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

### **F. Tabular Disclosures of Contractual Obligations**

The following summarizes our contractual obligations as of December 31, 2016:

	Payments Due by Period				Total
	Less than 1 Year	1 to 3 years	3 to 5 Years	More than 5 Years	
Operating lease obligations <sup>(1)</sup>	108,202	139,639	—	—	247,841

(1) Operating lease obligations primarily related to the lease of office space.

Rental expenses for the years ended December 31, 2014, 2015 and 2016 were RMB30.5 million, RMB49.9 million and RMB84.7 million (US\$12.2 million), respectively.

### **G. Safe Harbor**

See "Forward-Looking Statements" on page 2 of this annual report.

## **ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES**

### **A. Directors and Senior Management**

The following table sets forth information regarding our directors and executive officers as of the date of this annual report.

<u>Directors and Executive Officers</u>	<u>Age</u>	<u>Position/Title</u>
Min Lu	56	Chairman of the Board and Chief Executive Officer
Dong Liu	52	Director
Han Qiu	42	Director
Guo Ping Wang	53	Director
Yan Kang	45	Director and President
Julian Jiun-Lang Wang	46	Director and Chief Financial Officer
Junling Liu	52	Independent Director
Tianruo Pu	48	Independent Director
Dazong Wang	62	Independent Director

*Mr. Min Lu* has served as our chairman of the board and chief executive officer since June 2016. Before joining our company, Mr. Min Lu was the chief of the strategy center of Ping An Insurance (Group) Company of China, Ltd., or Ping An Group. Having worked at Ping An for 20 years, Mr. Lu is an experienced professional in the Chinese insurance industry, as well as a specialist in strategic development. Mr. Lu has also served as deputy general manager of Ping An Life Insurance Company of China, Ltd., or Ping An Life, and general manager of the bank assurance business unit of Ping An Life. From 2009 to 2014, Mr. Lu served as chairman and chief executive officer of Ping An Health Insurance Company of China, Ltd. Mr. Lu holds an MBA degree from the University of Dundee.

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*Mr. Dong Liu* has served as our director since June 2016. Mr. Dong Liu joined Ping An Group in 2014 and is currently deputy general manager of China Ping An Trust Co., Ltd., or Ping An Trust, and general manager of the Private Equity Investments Group. Prior to joining Ping An Group, Mr. Liu was chief representative of the Government of Singapore Investment Corporation, or GIC, Greater China, and Senior Vice President of GIC from 2007 to 2014, principal investment officer of IFC China from 2003 to 2007, senior investment officer of the International Finance Corporation, part of The World Bank Group, in Washington D.C. from 1998 to 2003 and senior economist at The World Bank Group in Washington D.C. from 1994 to 1998. Mr. Liu has more than 20 years of international and domestic investment experience. Since returning to China in 2003, Mr. Liu has led investments in sectors such as the consumer, healthcare, education, environmental protection, financial services, technology and agribusiness industries.

*Ms. Han Qiu* has served as our director since June 2016. Ms. Han Qiu is the general manager of ShenZhen Qianhai Credit Service Company and the deputy general manager of Shanghai Yizhangtong Network Technology Co., Ltd., subsidiaries of Ping An Group. With over 15 years of experience in finance, risk management and data science, Ms. Qiu has deep technical knowledge in big data and analytics. Prior to her current role, Ms. Qiu headed the Group Big Data Center at Ping An Group. In addition, Ms. Qiu has served as head of change at Standard Chartered Bank and vice president of business intelligence at Fullerton Financial Holdings/Temasek Holdings. Ms. Qiu has also previously worked as an associate at McKinsey & Company and held technical leadership positions at GE Money/GE Capital.

*Mr. Guo Ping Wang* has served as our director since June 2016. Mr. Guo Ping Wang joined Ping An Group in 1997 and currently serves as the deputy general manager of Ping An Property & Casualty Insurance Company (“PAIC”) since March 2013. Over his eighteen years with Ping An Group, Mr. Wang has served in multiple positions. From 2002 to 2008, Mr. Wang successively served as deputy general manager of the auto insurance department and auto & casualty insurance claim department of PAIC. From 2008 to 2012, Mr. Wang held the position of general manager in the Fujian branch of PAIC and thereafter served as executive assistant at Ping An Processing & Technology (Shenzhen) Co. Ltd. until February 2013.

*Mr. Yan Kang* has served as our president since June 2016 and our director since September 2016. Mr. Kang has over 20 years of experience in management consulting and in industry. He was most recently a director and senior partner at Bain & Company based in Beijing, and co-led Bain’s Asia-Pacific Digital practice, as well as being an expert in the firm’s Consumer Products and Financial Services practices. As a digital expert, Mr. Kang worked with clients to address the growth opportunities that new digital technologies enable. Prior to joining Bain, he worked at other consultancies both in China and the U.S., and before that worked at Royal Dutch Shell plc in China. Mr. Kang holds a bachelor’s degree from Tsinghua University and an MBA degree from the Yale School of Management.

*Mr. Julian Jiun-Lang Wang* has served as our Chief Financial Officer since June 2016 and our director since September 2016. Mr. Wang has over 20 years of experience as a project manager, chief financial officer and chief operating officer with various companies. He was most recently the chief operating officer at cnYES.com, a leading online financial portal in Taiwan, where he led monetization initiatives as well as supervised corporate functions including accounting, legal, administration and MIS. From 2013 to 2014 he was the chief executive officer of Pinganfang.com, a subsidiary of Ping An Group which focuses on the real estate sector through an online to offline (O2O) strategy. Prior to this, Mr. Wang was the chief financial officer of Anjuke.com, a leading online real estate company in China. He has also worked as head of equity research at Deutsche Bank and ABN Amro in Taiwan, and been a management consultant at McKinsey as well as the country manager for eBay in Taiwan. He holds a bachelor’s degree from National Taiwan University and an MBA degree from Harvard Business School.

*Mr. Junling Liu* has served as our independent director since January 2015. Mr. Liu is the co-founder and Chairman of New Peak Group, a leading digital and mobile health group in China since 2015. Before New Peak Group, he was the co-founder and chief executive officer of Yihaodian from 2008 to 2015. Before 2008, Mr. Liu was the co-president of Dell China and Hong Kong. Prior to that, he was a managing director of Avaya China. Mr. Liu received his Master of International Business Administration from Flinders University in Australia.

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*Mr. Tianruo Pu* has served as our independent director since December 2016. Mr. Pu currently serves as an independent director and chairman of the audit committee of Wowo Limited, a Chinese internet e-commerce company listed on the NASDAQ, as an independent director and member of the audit committee of Renren Inc., a Chinese social network platform listed on the New York Stock Exchange, and as an independent director and chairman of the audit committee of 3SBio Inc., a Chinese bio-pharmaceutical company listed on the Hong Kong Stock Exchange. Mr. Pu is also the chief financial officer of Zhaopin Limited, an internet recruiting company listed on the New York Stock Exchange. Mr. Pu has more than twenty years of work experience in finance and accounting in both the United States and China. Prior to joining Zhaopin, Mr. Pu was the chief financial officer of UTStarcom, a global telecommunications equipment company listed on the NASDAQ, and prior to that, Mr. Pu served as the chief financial officer at China Nuokang Bio-Pharmaceutical Inc. Mr. Pu received an MBA degree from Northwestern University Kellogg School of Management in 2000 and a master of science degree in accounting from the University of Illinois in 1996.

*Dr. Dazong Wang* has served as our independent director since December 2016. Dr. Wang has been the founder and the chairman of Ophoenix Capital Management since 2011. Dr. Wang also serves as a director of FUBA Automotive Electronics GmbH, Germany, a leading supplier of automotive reception systems, as a director of Merit Automotive Electronics Systems, S.L., Spain, a leading supplier of complex automotive mechatronics modules and as a director of Committee of 100, a non-profit membership organization of prominent Chinese Americans. From 2008 to 2011, Dr. Wang was the president and chief executive officer of Beijing Automotive Industry Corporation. From 2006 to 2008, Dr. Wang served as the vice president of Shanghai Automotive Industry Corporation, where he was responsible for engineering and key component operations. Prior to this, Dr. Wang served several positions in General Motors Company, or GM, from 1985 to 2006, including, senior technician, China country manager and engineering director for North America operations. Dr. Wang received a Ph.D degree from Cornell University and a master of science degree from Huazhong University of Science and Technology in China.

### **B. Compensation of Directors and Executive Officers**

For the fiscal year ended December 31, 2016, we incurred an aggregate compensation expense of approximately RMB16.7 million (US\$2.4 million) for our executive officers and directors (not including share-based compensation expenses). Our PRC subsidiaries and VIEs are required by law to make contributions equal to certain percentages of each employee's salary for his or her pension insurance, medical insurance, unemployment insurance, housing fund and other statutory benefits. Other than the above-mentioned statutory contributions mandated by applicable PRC law, we have not set aside or accrued any amount to provide pension, retirement or other similar benefits to our executive officers and directors. For additional information on share incentive grants to our directors and executive officers, see "— Share Incentive Plans."

### **Employment Agreements**

We have entered into employment agreements with each of our executive officers through either Guangzhou Autohome Advertising Co., Ltd. or Autohome WFOE. Under these agreements, each of our executive officers is employed for a specified time period. We may terminate employment for cause at any time without advance notice or remuneration for certain acts of the executive officer, such as a conviction or plea of guilty to a felony or any crime involving moral turpitude, negligent or dishonest acts to our detriment, or misconduct or a failure to perform agreed duties. In such case, the executive officer will not be entitled to receive payment of any severance benefits or other amounts by reason of the termination, and the executive officer's right to all other benefits will terminate, except as required by any applicable law. We may also terminate an executive officer's employment without cause upon one-month advance written notice. In such case of termination by us, we are required to provide compensation to the executive officer, including cash compensation equivalent to three months of the executive officer's salary. The executive officer may terminate the employment at any time with a one-month advance written notice, if there is any significant change in the executive officer's duties and responsibilities inconsistent in any material and adverse respect with his or her title and position, or a material reduction in the executive officer's annual salary before the next annual salary review, or if otherwise approved by the board of directors.



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

In addition, each executive officer has agreed to be bound by non-competition and non-solicitation restrictions during the term of his employment. Specifically, each executive officer has agreed not to (a) approach our clients, advertisers or contacts or other persons or entities introduced to the executive officer for the purpose of doing business with such persons or entities that will harm our business relationships with these persons or entities; (b) assume employment with or provide services to any of our competitors, or engage, whether as principal, partner, licensor or otherwise, any of our competitors; or (c) seek directly or indirectly, to solicit the services of any of our employees who is employed by us on or after the date of the executive officer's termination, or in the year preceding such termination.

## Share Incentive Plans

### 2011 Share Incentive Plan

On May 4, 2011, we adopted our 2011 Share Incentive Plan to attract and retain the best available personnel, provide additional incentives to employees, directors and consultants and promote the success of our business. The maximum aggregate number of our Class A ordinary shares which may be issued pursuant to all awards under the 2011 Share Incentive Plan, as currently in effect, is 7,843,100. As of April 7, 2017, options to purchase 609,972 Class A ordinary shares under the 2011 Share Incentive Plan at an exercise price of US\$2.20 were outstanding. The following table summarizes, as of April 7, 2017, the outstanding options we had granted to our directors, officers and other individuals under our 2011 Share Incentive Plan:

<u>Name</u>	<u>Options</u>	<u>Exercise Price (US\$/Share)</u>	<u>Date of Grant</u>	<u>Date of Expiration</u>	<u>Vesting Schedule</u>
Individuals other than directors and officers as a group	609,972	US\$ 2.20	May 6, 2011 December 19, 2011 July 1, 2012 May 27, 2013 October 22, 2013 January 16, 2014	Ten years after grant date	Approximately 4 years from each date of grant

The following paragraphs describe the principal terms of the 2011 Share Incentive Plan:

*Types of awards.* The Plan permits the awards of incentive and non-statutory share-based awards, share appreciation rights, restricted shares and restricted share units. The following briefly describes the principal features of the various awards that may be granted under the 2011 Share Incentive Plan.

- *Options.* The administrator may grant incentive stock options, or ISOs, or non-statutory stock options, NSOs, under our 2011 Share Incentive Plan. Unless the administrator determines otherwise, the exercise price of options granted under our 2011 Share Incentive Plan must at least be equal to the fair market value of our ordinary shares on the date of grant and its term may not exceed ten years. In addition, for any participant who owns more than 10% of the total combined voting rights of all classes of our outstanding shares, or of certain of our parent or subsidiary, the term of an ISO must not exceed five years and the exercise price of such ISO must equal at least 110% of the fair market value on the grant date. The administrator determines the term of all other options.

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After termination of an employee, director or consultant, he or she may exercise his or her option, to the extent vested as of such date of termination, within 60 days of termination, or such longer period of time stated in the option agreement. In the absence of a specified period of time in the option agreement, the option will remain exercisable for a period of 12 months in the event of a termination due to death or disability. However, in no event may an option be exercised later than the expiration of its term.

- *Share appreciation rights.* Share appreciation rights may be granted under our 2011 Share Incentive Plan. Share appreciation rights allow the recipient to receive the appreciation in the fair market value of our ordinary shares between the exercise date and the date of grant. The exercise price of share appreciation rights granted under our 2011 Share Incentive Plan must at least be equal to the fair market value of our ordinary shares on the date of grant. The administrator determines the terms of share appreciation rights, including when such rights vest and become exercisable and whether to settle such awards in cash or with our ordinary shares, or a combination thereof. Share appreciation rights expire under the same rules that apply to options.
- *Restricted shares.* Restricted shares may be granted under our 2011 Share Incentive Plan. Restricted share awards are Class A ordinary shares that are subject to various restrictions, including restrictions on transferability and forfeiture provisions. Restricted shares will vest and the restrictions on such shares will lapse, in accordance with terms and conditions established by the administrator. The administrator will determine the number of restricted shares granted to any employee. The administrator may impose whatever conditions to vesting it determines to be appropriate. For example, the administrator may set restrictions based on the achievement of specific performance goals and/or continued service to us. Holders of restricted share awards generally will have voting rights but not dividend rights, unless the administrator provides otherwise. Restricted shares that do not vest for any reason will be forfeited by the recipient and will revert to us.
- *Restricted Share Units.* A restricted share unit award is the grant of the right to receive an ordinary share at a future date and may be subject to forfeiture. Our plan administrator has the discretion to set performance objectives or other vesting criteria that will determine the number or value of restricted share units to be granted. Unless otherwise determined by our plan administrator, a restricted share unit is nontransferable and may be forfeited or repurchased by us upon termination of employment or service during a restricted period. Our plan administrator, at the time of grant, specifies the dates on which the restricted share units become fully vested.

*Administration.* Our board of directors or the compensation committee of our board of directors administers our 2011 Share Incentive Plan. Subject to the provisions of our 2011 Share Incentive Plan, the administrator has the power to determine the terms of the awards, including the recipients, the exercise price, the number of shares subject to each such award, the vesting schedule applicable to the awards, together with any vesting acceleration, and the form of consideration payable upon exercise. The administrator also has the authority to modify or amend awards, to prescribe rules and to construe and interpret the 2011 Share Incentive Plan. Our board of directors may delegate limited authority to additional committees with respect to certain employees and consultants to reduce the burden on the board in administering the 2011 Share Incentive Plan.

*Award Agreement.* Options, share appreciation rights, restricted shares, or restricted share units granted under the plan are evidenced by an award agreement that sets forth the terms, conditions, and limitations for each grant.

*Eligibility.* We may grant awards to our employees, directors and consultants of our company. However, we may grant options that are intended to qualify as incentive share-based awards only to our employees and employees of our parent companies and subsidiaries.

*Transferability.* Unless the administrator provides otherwise, our 2011 Share Incentive Plan does not allow for the transfer of awards other than by will or the laws of descent and distribution and only the recipient of an award may exercise an award during his or her lifetime.

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*Certain adjustments.* In the event of certain changes in our capitalization, to prevent diminution or enlargement of the benefits or potential benefits available under the 2011 Share Incentive Plan, the administrator will make adjustments to one or more of the number and class of shares that may be delivered under the plan and/or the number, class and price of shares covered by each outstanding award and the numerical share limits contained in the plan. In the event of our proposed liquidation or dissolution, the administrator will notify participants as soon as practicable and all awards will terminate immediately prior to the consummation of such proposed transaction.

*Change in control transactions.* Our 2011 Share Incentive Plan provides that in the event of our merger or change in control, as defined in the 2011 Share Incentive Plan, each outstanding award will be treated as the administrator determines, except that if the successor corporation or its parent or subsidiary does not assume or substitute an equivalent award for each outstanding option or share appreciation right, then such option or share appreciation right will be exercisable for a period of time determined by the administrator in its sole discretion. The option or share appreciation right will then terminate upon the expiration of the specified period of time.

*Amendment and Termination.* Our board of directors has the authority to amend, suspend or terminate the 2011 Share Incentive Plan.

### **2013 Share Incentive Plan**

We adopted the 2013 Share Incentive Plan in November 2013. The maximum aggregate number of Class A ordinary shares which may be issued pursuant to all awards under the 2013 Share Incentive Plan is 3,350,000. As of April 7, 2017, 2,007,856 restricted shares under the 2013 Share Incentive plan were outstanding. The following table summarizes, as of April 7, 2017, the outstanding awards we granted under the 2013 Share Incentive Plan:

<u>Name</u>	<u>Restricted Shares</u>	<u>Date of Grant</u>	<u>Vesting Schedule</u>
Min Lu	*	March 23, 2017	Approximately 4 years from the date of grant
Yan Kang	*	March 23, 2017	**
Julian Jiun-Lang Wang	*	March 23, 2017	**
Junling Liu	*	April 30, 2015	Approximately 4 years from each date of grant
		December 19, 2016	
Tianruo Pu	*	December 19, 2016	Approximately 4 years from the date of grant
Dazong Wang	*	December 19, 2016	Approximately 4 years from the date of grant
Directors and officers as a group	*	April 30, 2015	Approximately 4 years from the date of grant
		December 19, 2016	Approximately 4 years from the date of grant
		March 23, 2017	Approximately 4 years from the date of grant
Other individuals as a group	1,918,018	March 23, 2017 May 8, 2014 October 9, 2014 January 23, 2015 April 1, 2015 August 19, 2015 October 1, 2015 March 1, 2016 May 23, 2016 July 18, 2016 July 19, 2016 November 14, 2016 January 1, 2017 March 23, 2017	** Approximately 4 years from each date of grant

\* Less than one percent of our total outstanding share capital.

\*\* All the restricted shares will be fully vested on August 1, 2017.

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The following paragraphs summarize the terms of the 2013 Share Incentive Plan:

*Types of awards.* The 2013 Share Incentive Plan permits the awards of options, restricted shares and restricted share units. The following briefly describe the principal features of the various awards that may be granted under the 2013 Share Incentive Plan.

- *Options.* Options provide for the right to purchase a specified number of our ordinary shares at a specified price and usually will become exercisable at the discretion of our plan administrator in one or more installments after the grant date. The option exercise price may be paid, subject to the discretion of the plan administrator, in cash or check, in our ordinary shares which have been held by the option holder for such period of time as may be required by our plan administrator, in other property with value equal to the exercise price, through a broker-assisted cashless exercise, or by any combination of the foregoing.
- *Restricted Shares.* A restricted share award is the grant of our ordinary shares which are subject to certain restrictions and may be subject to risk of forfeiture. Unless otherwise determined by our plan administrator, a restricted share is nontransferable and may be forfeited or repurchased by us upon termination of employment or service during a restricted period. Our plan administrator may also impose other restrictions on the restricted shares, such as limitations on the right to vote or the right to receive dividends.
- *Restricted share units.* A restricted share unit award is the grant of the right to receive an ordinary share at a future date and may be subject to forfeiture. Our plan administrator has the discretion to set performance objectives or other vesting criteria that will determine the number or value of restricted share units to be granted. Unless otherwise determined by our plan administrator, a restricted share unit is nontransferable and may be forfeited or repurchased by us upon termination of employment or service during a restricted period. Our plan administrator, at the time of grant, specifies the dates on which the restricted share units become fully vested.

*Plan Administration.* Our board or a committee of one or more members of our board duly authorized for the purpose of the 2013 Share Incentive Plan can act as the plan administrator.

*Award Agreement.* Options, restricted shares or restricted share units granted under the 2013 Share Incentive Plan are evidenced by an award agreement that sets forth the terms, conditions and limitations for each grant.

*Exercise Price.* The exercise price in respect of any option shall be determined by the plan administrator and set forth in the award agreement which may be a fixed or variable price related to the fair market value of the shares. The exercise price per share subject to an option may be amended or adjusted in the absolute discretion of the plan administrator, the determination of which shall be final, binding and conclusive.

*Eligibility.* We may grant awards to our directors, employees or consultants.

*Term of the Options.* The term of each option grant shall be no more than ten years from the date of the grant.

*Vesting Schedule.* In general, the plan administrator determines the vesting schedule, which is set forth in the award agreement.

*Transfer Restrictions.* Unless otherwise determined by the plan administrator, no awards may be transferred other than by will or the laws of descent and distribution. Nevertheless, awards (other than incentive share-based awards) can be transferred to certain persons or entities related to the plan participants.

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*Termination.* The 2013 Share Incentive Plan will expire in 2023 and may be terminated earlier with the approval of our board.

### **Amended and Restated 2016 Share Incentive Plan**

Our board of directors adopted and amended the Amended and Restated 2016 Share Incentive Plan, or the Amended and Restated 2016 Plan, in March 2017 and April 2017, respectively. The Amended and Restated 2016 Plan is pending for ratification by our shareholders within 24 months from March 2017, and for so long as we remain a subsidiary of a company who is listed on the Stock Exchange of Hong Kong Limited, or the Hong Kong Parent, the Amended and Restated 2016 Plan is conditional on the approval from the shareholders of the Hong Kong Parent. The maximum aggregate number of Class A ordinary shares which may be issued pursuant to all awards under the Amended and Restated 2016 Plan is 4,890,000. As of April 7, 2017, options to purchase 1,713,500 Class A ordinary shares under the Amended and Restated 2016 Plan at exercise prices ranging from US\$22.19 to US\$24.65 were outstanding. The following table summarizes, as of April 7, 2017, the outstanding options we had granted under the Amended and Restated 2016 Plan:

<u>Name</u>	<u>Options<sup>(1)</sup></u>	<u>Exercise Price (US\$/Share)</u>	<u>Date of Grant</u>	<u>Date of Expiration</u>	<u>Vesting Schedule</u>
Individuals other than directors and officers as a group	1,713,500	US\$23.97	February 15, 2016	Ten years after grant date	Approximately 4 years from each date of grant
		US\$24.65	June 3, 2016		
		US\$22.19	August 2, 2016		

(1) No Class A ordinary shares will be issued pursuant to awards granted under the Amended and Restated 2016 Plan prior to the ratification of the Amended and Restated 2016 Plan by our shareholders or shareholders of the Parent. In the event that the Amended and Restated 2016 Plan is not ratified by our shareholders or shareholders of the Parent, all awards granted under the Amended and Restated 2016 Plan will be null and void.

The following paragraphs describe the principal terms of the Amended and Restated 2016 Plan:

*Types of awards.* The Amended and Restated 2016 Plan permits the awards of options, restricted shares and restricted share units. The following briefly describe the principal features of the various awards that may be granted under the Amended and Restated 2016 Plan.

- *Options.* Options provide for the right to purchase a specified number of our ordinary shares at a specified price and usually will become exercisable at the discretion of our plan administrator in one or more installments after the grant date. The total number of Class A ordinary shares issued and to be issued upon the exercise of the options granted and to be granted to any participant in any 12-month period up to and including the date of grant shall not exceed 1% of the issued and outstanding share of the Company as at the date of grant. The option exercise price may be paid, subject to the discretion of the plan administrator, in cash or check, in our ordinary shares which have been held by the option holder for such period of time as may be required by our plan administrator, in other property with value equal to the exercise price, through a broker-assisted cashless exercise, or by any combination of the foregoing. For so long as we remain a subsidiary of the Hong Kong Parent, the administration of the Amended and Restated 2016 Plan shall comply with the Hong Kong Listing Rules in respect of options.

The options shall lapse (to the extent not already exercised) automatically on the earliest of: (i) expiry of the term of any option, (ii) the date of termination of employment, (iii) expiry of the 60-day period from the date of voluntary resignation of the participant, (iv) the date of termination of such other contract or agreement constituting a participant for his breach of the terms thereof or in accordance with the termination provisions of such contract or agreement by any contracting party, (v) expiry of the three-month period following the occurrence of an event which causes the participant to cease to be an eligible person, including ill-health, injury, disability, death or retirement, (vi) the date on which the resolution to voluntarily wind up the Company is passed and the date of the commencement of winding up of the Company.

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- *Restricted Shares.* A restricted share award is the grant of our ordinary shares which are subject to certain restrictions and may be subject to risk of forfeiture. Unless otherwise determined by our plan administrator, a restricted share is nontransferable and may be forfeited or repurchased by us upon termination of employment or service during a restricted period. Our plan administrator may also impose other restrictions on the restricted shares, such as limitations on the right to vote or the right to receive dividends.
- *Restricted share units.* A restricted share unit award is the grant of the right to receive an ordinary share at a future date and may be subject to forfeiture. Our plan administrator has the discretion to set performance objectives or other vesting criteria that will determine the number or value of restricted share units to be granted. Unless otherwise determined by our plan administrator, a restricted share unit is nontransferable and may be forfeited or repurchased by us upon termination of employment or service during a restricted period. Our plan administrator, at the time of grant, specifies the dates on which the restricted share units become fully vested.

*Plan Administration.* Our board or a committee of one or more members of our board duly authorized for the purpose of the Amended and Restated 2016 Plan can act as the plan administrator. Such committee may from time to time in its absolute discretion waive or amend the rules of the Amended and Restated 2016 Plan as it deems desirable, provided that, except with the prior approval of the shareholders of our Company and the shareholders of our Hong Kong Parent (for so long as we remain a subsidiary of the Hong Kong Parent) in general meetings: (i) no alteration to any of the matters set out in Rule 17.03 of the Hong Kong Listing Rules shall be made to the advantage of participants; and (ii) no alteration to the terms and conditions of the Amended and Restated 2016 Plan which are of a material nature or any change to the terms of the options granted may be made, except where the alterations take effect automatically under the existing terms of the Amended and Restated 2016 Plan, provided that as we remain a subsidiary of the Hong Kong Parent, the amended terms must still comply with the relevant requirements of Chapter 17 of the Hong Kong Listing Rules.

*Award Agreement.* Options, restricted shares or restricted share units granted under the Amended and Restated 2016 Plan are evidenced by an award agreement that sets forth the terms, conditions and limitations for each grant.

*Exercise Price.* The exercise price in respect of any option shall be determined by the plan administrator and set forth in the award agreement which may be a fixed or variable price related to the fair market value of the shares. The exercise price per share subject to an option may be amended or adjusted in the absolute discretion of the plan administrator, the determination of which shall be final, binding and conclusive. For so long as we remain a subsidiary of the Hong Kong Parent, the determination of the exercise price shall comply with the Hong Kong Listing Rules.

*Eligibility.* We may grant awards to our directors, employees or consultants.

*Term of the Options.* The term of each option grant shall be no more than ten years from the date of the grant.

*Vesting Schedule.* In general, the plan administrator determines the vesting schedule, which is set forth in the award agreement.

*Transfer Restrictions.* Unless otherwise determined by the plan administrator, no awards may be transferred other than by will or the laws of descent and distribution. Nevertheless, awards (other than options) can be transferred to certain persons or entities related to the plan participants.

*Termination.* The Amended and Restated 2016 Plan will expire ten years after it became effective and may be terminated earlier with the approval of our board.

## **2016 Share Incentive Plan II**

We adopted the 2016 Share Incentive Plan II (as amended by Amendment No. 1 to the 2016 Share Incentive Plan II), or the Amended 2016 Share Incentive Plan II, in December 2016. The maximum aggregate number of Class A ordinary shares which may be issued pursuant to all awards under the Amended 2016 Share Incentive Plan II is 3,000,000. We had not granted any share-based awards under the Amended 2016 Share Incentive Plan II as of April 7, 2017. The following paragraphs describe the principal terms of the Amended 2016 Share Incentive Plan II:

*Types of awards.* The Amended 2016 Share Incentive Plan II permits the awards of restricted shares. A restricted share award is the grant of our ordinary shares which are subject to certain restrictions and may be subject to risk of forfeiture. Unless otherwise determined by our plan administrator, a restricted share is nontransferable and may be forfeited or repurchased by us upon termination of employment or service during a restricted period. Our plan administrator may also impose other restrictions on the restricted shares, such as limitations on the right to vote or the right to receive dividends.

*Plan Administration.* Our board or a committee of one or more members of our board duly authorized for the purpose of the Amended 2016 Share Incentive Plan II can act as the plan administrator.

*Award Agreement.* Restricted shares granted under the Amended 2016 Share Incentive Plan II are evidenced by an award agreement that sets forth the terms, conditions and limitations for each grant.

*Eligibility.* We may grant awards to our directors, employees or consultants.

*Vesting Schedule.* In general, the plan administrator determines the vesting schedule, which is set forth in the award agreement.

*Transfer Restrictions.* Unless otherwise determined by the plan administrator, no awards may be transferred other than by will or the laws of descent and distribution, or to certain persons or entities related to the plan participants.

*Termination.* The Amended 2016 Share Incentive Plan II will expire in 2026 and may be terminated earlier with the approval of our board of directors.

## **C. Board Practices**

Our board of directors consists of nine directors. A director is not required to hold any shares in the Company by way of qualification. A director may vote with respect to any contract, proposed contract or arrangement in which he or she is materially interested provided (a) such director, if his or her interest in such contract or arrangement is material, has declared the nature of his or her interest at the earliest meeting of the board at which it is practicable for him or her to do so, either specifically or by way of a general notice and (b) if such contract or arrangement is a transaction with a related party, such transaction has been approved by the audit committee. The directors may exercise all the powers of the company to borrow money, mortgage its undertaking, property and uncalled capital, and issue debentures or other securities whenever money is borrowed or as security for any obligation of the 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 have established three committees under the board of directors: the audit committee, the compensation committee and the nominating and corporate governance committee. We have adopted a charter for each of the three committees. Each committee's members and functions are described below.

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*Audit Committee.* Our audit committee consists of Messrs. Tianruo Pu, Dazong Wang and Junling Liu. Mr. Tianruo Pu is the chairman of our audit committee. We have determined that Messrs. Tianruo Pu, Dazong Wang and Junling Liu satisfy the “independence” requirements of Section 303A of the New York Stock Exchange Listed Company Manual and Rule 10A-3 under the Securities Exchange Act of 1934. In addition, our board of directors has determined that Mr. Tianruo Pu qualifies as an audit committee financial expert as defined in Item 16A of Form 20-F. The audit committee oversees our accounting and financial reporting processes and the audits of the financial statements of our company. The audit committee is responsible for, among other things:

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

*Compensation Committee.* Our compensation committee consists of Messrs. Min Lu, Guo Ping Wang and Dazong Wang. Mr. Min Lu is the chairman of our compensation committee. We have determined that Dr. Dazong Wang satisfies the “independence” requirements of Section 303A of the New York Stock Exchange Listed Company Manual. The compensation committee assists the board in reviewing and approving the compensation structure, including all forms of compensation, relating to our directors and executive officers. Our chief executive officer may not be present at any committee meeting during which his compensation is deliberated. The compensation committee is responsible for, among other things:

- reviewing and approving, or recommending to the board for its approval, the compensation for our chief executive officer and other executive officers;
- reviewing and recommending to the board for determination with respect to the compensation of our nonemployee directors; and
- reviewing periodically and approving any incentive compensation or equity plans, programs or similar arrangements.

*Nominating and Corporate Governance Committee.* Our nominating and corporate governance committee consists of Messrs. Min Lu, Tianruo Pu and Ms. Han Qiu. Mr. Min Lu is the chairperson of our nominating and corporate governance committee. We have determined that Mr. Tianruo Pu satisfies the “independence” requirements of Section 303A of the New York Stock Exchange Listed Company Manual. The nominating and corporate governance committee assists the board of directors in selecting individuals qualified to become our directors and in determining the composition of the board and its committees. The nominating and corporate governance committee is responsible for, among other things:

- selecting and recommending to the board nominees for election by the shareholders or appointment by the board;
- reviewing annually with the board the current composition of the board with regards to characteristics such as independence, knowledge, skills, experience and diversity;
- making recommendations on the frequency and structure of board meetings and monitoring the functioning of the committees of the board; and



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- advising the board periodically with regards to significant developments in the law and practice of corporate governance as well as our compliance with applicable laws and regulations, and making recommendations to the board on all matters of corporate governance and on any remedial action to be taken.

### **Duties of Directors**

Under Cayman Islands law, our directors have a duty of loyalty to act honestly in good faith with a view to our best interests. 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. Our company has the right to seek damages if a duty owed by our directors is breached.

### **Terms of Directors and Officers**

Our officers are elected by and serve at the discretion of the board of directors. At each annual general meeting, one-third of our directors then existing, or if their number is not a multiple of three, then the number nearest to and not exceeding one-third, shall retire from office by rotation, provided that the chairman of the board and/or our chief executive officer shall not, whilst holding such office, be subject to retirement by rotation or be taken into account in determining the number of directors to retire in each year.

### **D. Employees**

We had 1,771, 3,292 and 3,752 employees as of December 31, 2014, 2015 and 2016, respectively. The following table sets forth the number of our employees by function as of December 31, 2016:

<b>Functional Area</b>	<b>Number of Employees</b>
Sales and marketing	1,775
Product development	1,379
Content and editorial	403
Management and administrative	195
<b>Total</b>	<b>3,752</b>

Through a combination of short-term performance evaluations and long-term incentive arrangements, we intend to build a competent, loyal and highly motivated workforce. We have not experienced any work stoppages due to labor disputes.

### **E. Share Ownership**

#### **Class A Ordinary Shares**

As of April 7, 2017, we had 115,885,398 Class A ordinary shares outstanding (excluding 276,902 Class A ordinary shares that are reserved for future grants under our share incentive plans). In addition, as of April 7, 2017, we have granted, and have outstanding, options to purchase a total of 2,323,472 Class A ordinary shares and 2,007,856 restricted shares to our employees, directors and consultants. For information regarding the Share Incentive Plans, see “Item 6. Directors, Senior Management and Employees—B. Compensation of Directors and Executive Officers.”

#### **Class B Ordinary Shares**

As of April 7, 2017, we had zero Class B ordinary shares outstanding.

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### Beneficial Ownership of Ordinary Shares

Except as specifically noted in the table, the following table sets forth information with respect to the beneficial ownership of our ordinary shares as of April 7, 2017:

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

Beneficial ownership is determined in accordance with the rules and regulations of the SEC. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, we have included shares that the person has the right to acquire within 60 days, including through the exercise of any option, warrant or other right or the conversion of any other security. These shares, however, are not included in the computation of the percentage ownership of any other person.

	Class A Ordinary Shares Beneficially Owned as of April 7, 2017	
	Number	%(1)
<b>Directors and Executive Officers:</b>		
Min Lu(2)	—	—
Dong Liu(3)	—	—
Han Qiu(4)	—	—
Guo Ping Wang(5)	—	—
Yan Kang(6)	—	—
Julian Jiun-Lang Wang(7)	—	—
Junling Liu(8)	*	*
Tianruo Pu(9)	—	—
Dazong Wang(10)	—	—
All Directors and Executive Officers as a Group	*	*
<b>Principal Shareholders:</b>		
Yun Chen Capital Cayman(11)	61,824,328	53.3%
Kayne Anderson Rudnick Investment Management LLC(12)	6,814,390	5.9%

\* Less than one percent of our total outstanding share capital.

- (1) 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 our total ordinary shares outstanding, which is 115,885,398 as of April 7, 2017, 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 April 7, 2017.
- (2) The business address of Mr. Lu is 10th Floor, Tower B, CEC Plaza, No. 3 Dan Ling Street, Haidian District, Beijing 100080, People's Republic of China.
- (3) The business address of Mr. Liu is Ping An Finance Building, No. 1333 Lujiazui Loop, Pudong District, Shanghai 200120, People's Republic of China.
- (4) The business address of Ms. Qiu is 8th Floor, Tower B, No. 166 Kaibin Street, Xuhui District, Shanghai 200232, People's Republic of China.
- (5) The business address of Mr. Wang is Ping An Finance Building, No. 5033 Yinan Street, Futian District, Shenzhen 518033, People's Republic of China.
- (6) The business address of Mr. Kang is 10th Floor, Tower B, CEC Plaza, No. 3 Dan Ling Street, Haidian District, Beijing 100080, People's Republic of China.
- (7) The business address of Mr. Wang is 10th Floor Tower B, CEC Plaza, 3 Dan Ling Street, Haidian District, Beijing 100080, People's Republic of China.
- (8) Represents Class A ordinary shares in the form of ADSs vested from restricted shares held by Mr. Liu. The business address of Mr. Liu is Floor 3, Building 9, No. 115 Lane 572, Bibo Road, Pudong, Shanghai, 201203, People's Republic of China.

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- (9) The business address of Mr. Pu is 5/F, Shoukai Plaza No.10 Furong Street, Wangjing, Chaoyang District, Beijing 100102, People's Republic of China.
- (10) The business address of Dr. Wang is 502 North Tower, 1 Guanghua Road, Chaoyang District, Beijing, 100020, People's Republic of China.
- (11) Represents 61,824,328 Class A ordinary shares. The number of Class A ordinary shares beneficially owned as of February 22, 2017 as reported in a Schedule 13D/A filed by Yun Chen Capital Cayman, a Cayman Islands company and a special purpose vehicle and subsidiary of Ping An Insurance (Group) Company of China, Ltd., a company organized under the laws of the People's Republic of China. Ping An Insurance (Group) Company of China, Ltd.'s business address is Ping An Finance Building, No. 1333 Lujiazui Loop, Pudong District, Shanghai 200120, People's Republic of China.
- (12) The number of Class A ordinary shares beneficially owned is as of January 31, 2017 as reported in a Schedule 13G/A filed by Kayne Anderson Rudnick Investment Management LLC, or Kayne Anderson, and consists of 6,814,390 Class A ordinary shares represented by American depository shares. Kayne Anderson is an investment adviser in accordance with §240.13d-1(b)(1)(ii)(E). Kayne Anderson's business address is 1800 Avenue of the Stars, 2nd Floor, Los Angeles, CA 90067.

To our knowledge, as of April 7, 2017, 54,061,070 Class A ordinary shares were held by one record holder in the United States, which was Deutsche Bank Trust Company Americas, the depository of our ADS program (excluding 276,902 Class A ordinary shares that are reserved for future grants under our share incentive plans). No Class B ordinary shares were held by record holders in the United States. The number of beneficial owners of our ADSs in the United States is likely to be much larger than the number of record holders of our Class A ordinary shares in the United States.

## **ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS**

### **A. Major Shareholder**

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

### **B. Related Party Transactions**

#### **Contractual Agreements with our Variable Interest Entities**

PRC laws and regulations currently limit foreign ownership of companies that engage in internet services. We therefore conduct our part of our operations in China primarily through contractual agreements among the following entities:

- our wholly owned PRC subsidiary, Beijing Cheerbright Technologies Co., Ltd., or Autohome WFOE, and each of the three groups of entities and individuals—(i) Beijing Autohome Information Technology Co., Ltd., or Autohome Information, shareholders of Autohome Information and two subsidiaries of Autohome Information: Chengshi Advertising, and Autohome Advertising, (ii) Shanghai You Che You Jia Advertising Co., Ltd., or Shanghai Advertising, and shareholders of Shanghai Advertising, and (iii) Guangzhou Advertising, and shareholders of Guangzhou Advertising; and
- our wholly owned PRC subsidiary, Chezhiying WFOE, and each of the group of entities and individuals, Shengtuo Hongyuan, shareholders of Shengtuo Hongyuan and two subsidiaries of Shengtuo Hongyuan: Beijing Autohome Used Car Appraisal Co., Ltd., or Autohome Used Car Appraisal, and Beijing Autohome Used Car Brokerage Co., Ltd., or Autohome Used Car Brokerage.

In September 2016 and in March 2017, the then individual nominee shareholders of Shengtuo Hongyuan, Guangzhou Advertising, Autohome Information and Shanghai Advertising, entered into Equity Interest Purchase Agreements and Debt Transfer and Offset Agreements with Min Lu and Haiyun Lei, pursuant to which the then individual nominee shareholders transferred all of their equity interests in each of the entities to Min Lu and Haiyun Lei. Upon the execution of the above Equity Interest Purchase Agreements and Debt Transfer and Offset Agreements, all contractual agreements, which include the equity interest pledge agreements, equity option agreements and powers of attorney, among the then individual nominee shareholders and our wholly owned subsidiaries have been terminated. In September 2016 and in March 2017, each of Autohome WFOE and Chezhiying WFOE, each of Shengtuo Hongyuan and its two subsidiaries, Guangzhou Advertising, Autohome Information and its two subsidiaries and Shanghai Advertising, and each of Min Lu and Haiyun Lei, as the individual nominee shareholder of VIEs, entered into contractual agreements.

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The following is a summary of our current contractual arrangements among Autohome WFOE, Autohome Information and its subsidiaries and shareholders and among Chezhiying WFOE, Shengtuo Hongyuan and its subsidiaries and shareholders. The contractual agreements among Autohome WFOE and Shanghai Advertising and its shareholders and the contractual agreements among Autohome WFOE and Guangzhou Advertising and its shareholders are substantially the same as the contractual agreements among Autohome WFOE, Autohome Information and its shareholders.

### ***Agreements that Provide Effective Control over Autohome Information and Shengtuo Hongyuan***

***Equity Interest Pledge Agreements.*** Pursuant to the equity interest pledge agreements between Autohome WFOE and each of the two shareholders of Autohome Information entered into in March 2017, each shareholder of Autohome Information pledges to Autohome WFOE all of his equity interests in Autohome Information to secure the performance of such shareholder's respective obligations and Autohome Information's obligations under the loan agreements, equity option agreements, and the exclusive technology consulting and service agreements. See “—Contractual Agreements with our Variable Interest Entities—Agreements that Transfer Economic Benefits of Autohome Information and Shengtuo Hongyuan to Us” and “—Contractual Agreements with our Variable Interest Entities—Agreements that Provide Us the Options to Purchase the Equity Interests in Autohome Information” for a brief description of these obligations. Without Autohome WFOE's consent, shareholders of Autohome Information shall not create or permit to create any encumbrances on the pledged equity interest in Autohome Information. In the event of default, Autohome WFOE is entitled to request immediate repayment of the outstanding amounts payable under the loan agreements, the equity option agreements and the exclusive technology consulting and service agreements or to dispose of the pledged equity interests at Autohome WFOE's sole discretion. The equity interest pledge agreements have an indefinite term and will terminate after all the secured obligations under these agreements have been satisfied in full or the pledged equity interests have been transferred to Autohome WFOE or its designee.

Pursuant to the equity interest pledge agreements between Autohome WFOE and Autohome Information entered into in September 2016, Autohome Information pledges to Autohome WFOE all of its equity interests in its two subsidiaries to secure the performance of its obligations under the equity option agreements and the obligations of the two subsidiaries under the exclusive technology consulting and service agreements. These equity interest pledge agreements contain substantially the same terms as the equity interest pledge agreements between Autohome WFOE and the shareholders of Autohome Information.

In September 2016, Chezhiying WFOE and each of the shareholders of Shengtuo Hongyuan entered into equity interest pledge agreements. The terms of these agreements are substantially the same as the equity interest pledge agreements between Autohome WFOE and each of the two shareholders of Autohome Information described above. In September 2016, Chezhiying WFOE and Shengtuo Hongyuan entered into equity interest pledge agreements. The terms of these agreements are substantially the same as the equity interest pledge agreements between Autohome WFOE and Autohome Information. We have commenced the registration for these equity interest pledge agreements.

***Power of Attorney.*** In September 2016 and in March 2017, Autohome Information and each of the shareholders of Autohome Information have executed an irrevocable power of attorney appointing Autohome WFOE, or any person designated by Autohome WFOE, as their attorney-in-fact to vote on their behalf at the shareholders' meetings of Autohome Information's subsidiaries and Autohome Information and to exercise full voting rights as the shareholders of these companies with powers granted under PRC laws and regulations and the articles of association of each of the above companies, including the rights to appoint directors and management personnel.

In September 2016, Shengtuo Hongyuan and each of the shareholders of Shengtuo Hongyuan have executed an irrevocable power of attorney appointing Chezhiying WFOE, or any person designated by Chezhiying WFOE, as their attorney-in-fact to vote on their behalf at the shareholders' meetings of Shengtuo Hongyuan's subsidiaries and Shengtuo Hongyuan and to exercise full voting rights as the shareholders of these companies with powers granted under PRC laws and regulations and the articles of association of each of the above companies, including the rights to appoint directors and management personnel.

***Agreements that Transfer Economic Benefits of Autohome Information and Shengtuo Hongyuan to Us***

***Exclusive Technology Consulting and Service Agreements.*** Pursuant to the exclusive technology consulting and service agreements between Autohome WFOE and each of Autohome Information and its subsidiaries entered into respectively in March 2017 and in September 2016, Autohome WFOE has the exclusive right to provide each of these VIEs comprehensive technology and management consulting services. In addition, Autohome WFOE is obligated to provide financing support to each of these VIEs to ensure the cash flow requirements of the day-to-day operations of these VIEs. Each of these VIEs is obligated to pay to Autohome WFOE service fees, which are calculated based on such VIE's revenues reduced by its VAT and surcharges, operating expenses and an appropriate amount of retained profit that is determined pursuant to our tax planning strategies and relevant tax laws. Such service fees may be adjusted by Autohome WFOE at Autohome WFOE's sole discretion. Autohome WFOE owns the intellectual properties arising from the performance of these agreements. These agreements have a 30-year term that can be automatically extended for another 10 years at the option of Autohome WFOE and can only be terminated by the parties' mutual written consent or by Autohome WFOE's prior 30-day notice at its sole discretion. During the term of these agreements, these VIEs may not enter into any agreements with third parties for the provision of any technology or management consulting services without prior consent of Autohome WFOE.

In September 2016, Chezhiying WFOE and each of Shengtuo Hongyuan and its subsidiaries entered into exclusive technology consulting and service agreements. The terms of these agreements are substantially the same as the exclusive technology consulting and service agreements between Autohome WFOE and each of Autohome Information and its subsidiaries described above.

Autohome WFOE and Chezhiying WFOE recognized service fees from all the VIEs in the amount of RMB980.5 million in 2014, RMB365.5 million in 2015 and RMB125.8 million (US\$18.1 million) in 2016 in consideration for services provided to the VIEs.

***Loan Agreements.*** Pursuant to the loan agreements between Autohome WFOE and each of the two shareholders of Autohome Information entered into in March 2017, Autohome WFOE granted interest-free loans to these two shareholders of Autohome Information. The loans are to be used solely for the purpose of making capital contributions to the registered capital of Autohome Information. The term of the loans is indefinite and must be repaid in the manner specified in the agreements upon written notice from Autohome WFOE at any time in Autohome WFOE's sole discretion or upon an event of default by the shareholders of Autohome Information.

In September 2016, Chezhiying WFOE and each of the shareholders of Shengtuo Hongyuan entered into loan agreements. The terms of these agreements are substantially the same as the loan agreements between Autohome WFOE and each of the two shareholders of Autohome Information described above.

***Agreements that Provide Us the Options to Purchase the Equity Interests in Autohome Information and Shengtuo Hongyuan***

***Equity Option Agreements.*** Pursuant to the equity option agreements among Autohome WFOE, Autohome Information and each of the two shareholders of Autohome Information entered into in March 2017, each shareholder of Autohome Information jointly and severally grants to Autohome WFOE an option to purchase all or part of his equity interests in Autohome Information at a price equivalent to the lowest price permitted by PRC law. The purchase price is to be offset against the loan repayments under the loan agreements. If there will be additional payments to be made by Autohome Information to these shareholders required by the PRC law, these shareholders must immediately return the received payments to Autohome WFOE. Autohome WFOE may exercise its option at any time or transfer the rights and obligations under the equity option agreement to any of its designated parties. The equity option agreements have an indefinite term and will terminate at the earlier of (i) the date on which the equity interests in Autohome Information have been transferred to Autohome WFOE or its designated parties, or (ii) the unilateral termination by Autohome WFOE.

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Pursuant to the equity option agreements among Autohome WFOE, Autohome Information and each of the two subsidiaries of Autohome Information entered into in September 2016, Autohome Information granted Autohome WFOE or its designated parties an option to purchase all or part of Autohome Information's equity interests in its subsidiaries at a price equivalent to the lowest price permitted by PRC law. Autohome WFOE may exercise its option at any time. The equity option agreements have an indefinite term and will terminate at the earlier of (i) the date on which all of Autohome Information's equity interests in its subsidiaries have been transferred to Autohome WFOE or its designated parties, or (ii) the unilateral termination by Autohome WFOE.

In September 2016, Chezhiying WFOE, Shengtuo Hongyuan and each of the shareholders of Shengtuo Hongyuan entered into equity option agreements. The terms of these agreements are substantially the same as the equity option agreements among Autohome WFOE, Autohome Information and each of the two shareholders of Autohome Information described above. In September 2016, Chezhiying WFOE, Shengtuo Hongyuan and each of the two subsidiaries of Shengtuo Hongyuan entered into equity option agreements. The terms of these agreements are substantially the same as the equity option agreements among Autohome WFOE, Autohome Information and each of the two subsidiaries of Autohome Information.

### **Transactions with Entities Affiliated with Our Shareholders**

Since Ping An Group became our controlling shareholder, we and a subsidiary of Ping An Group entered into a sales contract under which we sold vehicles to the latter for a total amount of RMB21.9 million (US\$3.2 million). The outstanding receivable was collected in full as of December 31, 2016.

Since Ping An Group became our controlling shareholder, it provided services including rental and property management service and other miscellaneous services to us for a total amount of RMB21.6 million (US\$3.1 million).

### **Investors Rights Agreements**

We entered into an investor's rights agreement with Yun Chen on September 30, 2016. Under this investor's rights agreement, so long as Yun Chen holds at least 20% of our issued and outstanding shares, i) we shall permit Yun Chen and its respective designated representatives, at their own cost and expense, at reasonable times and upon reasonable prior notice to us, to review our books and records and to discuss our finances and conditions with our officers; and ii) we shall provide to Yun Chen our financial statements stated in the investor's rights agreement so long as it is deemed by its external auditor that it is necessary to consolidate our financial statements into Yun Chen's financial statements in accordance with the Chinese accounting standards.

### **Employment Agreements**

See "Item 6. Directors, Senior Management and Employees—B. Compensation of Directors and Executive Officers—Employment Agreements" for a description of the employment agreements we have entered into with our senior executive officers.

### **Share Incentive Plans**

See "Item 6. Directors, Senior Management and Employees—B. Compensation of Directors and Executive Officers" for a description of share-based compensation awards we have granted to our directors, officers and other individuals as a group.

See footnote 13 to our financial statements for further information about our related party transactions.

### **C. Interests of Experts and Counsel**

Not applicable.

## ITEM 8. FINANCIAL INFORMATION

### A. Consolidated Statements and Other Financial Information

We have appended consolidated financial statements filed as part of this annual report.

### Legal Proceedings

From time to time, we may be subject to various claims and legal actions that arise in the ordinary course of our business. There are currently no legal proceedings that, in the opinion of our management, may have a material adverse effect on our business and results of operations.

### Dividend Policy

Our board of directors has complete discretion to declare dividends. 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.

Our board of directors declared dividends of RMB49.9 million and RMB249.2 million in February 2012 and May 2013, respectively, to all of our shareholders. The dividends, net of applicable withholding taxes, were paid in April 2012 and June and July 2013, respectively. We do not have any plan to pay additional cash dividends on our ordinary shares in the foreseeable future. We currently intend to retain most, if not all, of our remaining available funds and any future earnings to operate and expand our business.

We are a holding company incorporated in the Cayman Islands. We may rely on dividends from our subsidiaries in China for our cash requirements, including any payment of dividends to our shareholders. PRC regulations may restrict the ability of our PRC subsidiaries to pay dividends to us. See “Item 4. Information on the Company—B. Business Overview—PRC Regulation—Regulations on Dividend Distribution.”

If we pay any dividends, we will pay our ADS holders to the same extent as holders of our ordinary shares, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. See “Item 12. Description of Securities other than Equity Securities—D. American Depositary Shares.” Cash dividends on our ordinary shares, if any, will be paid in U.S. dollars.

### B. Significant Changes

Except as disclosed elsewhere in this annual report, we have not experienced any significant changes since the date of our audited consolidated financial statements included in this annual report.

## ITEM 9. THE OFFER AND LISTING

### A. Offering and Listing Details

See “—C. Markets.”

### B. Plan of Distribution

Not applicable.

### C. Markets

Our ADSs, each representing one Class A ordinary share, have been listed on the NYSE since December 2013 and trade under the symbol “ATHM.” The following table provides the high and low trading prices for our ADSs on the NYSE for the periods indicated.

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	Trading Price	
	High US\$	Low US\$
<b>Annual High and Low</b>		
Fiscal Year 2013 (from December 11, 2013)	US\$37.88	US\$26.51
Fiscal Year 2014	US\$57.93	US\$28.50
Fiscal Year 2015	US\$56.59	US\$28.00
Fiscal Year 2016	US\$33.70	US\$19.32
<b>Quarterly Highs and Lows</b>		
First Fiscal Quarter of 2015	US\$47.47	US\$34.50
Second Fiscal Quarter of 2015	US\$56.59	US\$43.27
Third Fiscal Quarter of 2015	US\$50.50	US\$28.00
Fourth Fiscal Quarter of 2015	US\$37.73	US\$29.18
First Fiscal Quarter of 2016	US\$33.70	US\$21.53
Second Fiscal Quarter of 2016	US\$32.15	US\$20.08
Third Fiscal Quarter of 2016	US\$27.20	US\$19.32
Fourth Fiscal Quarter of 2016	US\$28.88	US\$22.07
First Fiscal Quarter of 2017	US\$36.01	US\$25.00
<b>Monthly Highs and Lows</b>		
October 2016	US\$28.34	US\$23.40
November 2016	US\$28.88	US\$22.07
December 2016	US\$28.50	US\$24.71
January 2017	US\$31.69	US\$25.00
February 2017	US\$35.29	US\$31.25
March 2017	US\$36.01	US\$31.27
April 2017 (through April 13)	US\$32.61	US\$28.80

### **D. Selling Shareholders**

Not applicable.

### **E. Dilution**

Not applicable.

### **F. Expenses of the Issue**

Not applicable.

## **ITEM 10. ADDITIONAL INFORMATION**

### **A. Share Capital**

Not applicable.

### **B. Memorandum and Articles of Association**

We are a Cayman Islands company and our affairs are governed by our memorandum and articles of association and the Companies Law of the Cayman Islands, referred to as the Companies Law below. The following are summaries of certain provisions of our memorandum and articles of association in effect as of the date of this annual report insofar as they relate to the material terms of our ordinary shares.

### **Registered Office and Objects**

Our registered office in the Cayman Islands is located at 2nd Floor Harbour Center 42 North Church Street George Town, Grand Cayman, Cayman Islands. The memorandum of association provides, *inter alia*, that the liability of the shareholders of our company is limited to the amount, if any, for the time being unpaid on the ordinary shares. The objects for which our company is established are unrestricted (including acting as an investment company), and we shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of corporate benefit, as provided in section 27(2) of the Companies Law and in view of the fact that we are an exempted Company, we will not trade in the Cayman Islands with any person, firm or corporation except in furtherance of our business carried on outside the Cayman Islands.



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### **Board of Directors**

See “Item 6. Directors, Senior Management and Employees—C. Board Practices—Duties of Directors” and “— Terms of Directors and Officers.”

### **Ordinary Shares**

#### **General**

Our authorized share capital consists of (i) 99,931,211,060 Class A ordinary shares with a par value of US\$0.01 each and (ii) 68,788,940 Class B ordinary shares with a par value of US\$0.01 each. As of April 7, 2017, we had 115,885,398 Class A ordinary shares (excluding 276,902 Class A ordinary shares that are reserved for future grants under our share incentive plans) and no Class B ordinary shares issued and outstanding.

All of our outstanding ordinary shares, which consist of Class A ordinary shares, are fully paid and non-assessable. Certificates representing the ordinary shares are issued in registered form. Our shareholders who are non-residents of the Cayman Islands may freely hold and transfer their ordinary shares.

#### **Class Rights of our Class A and Class B Ordinary Shares**

Subject to our fourth memorandum and articles of association and any resolution of the shareholders to the contrary and without prejudice to any special rights conferred thereby on the holders of any other shares or class of shares, the Class A ordinary shares and Class B ordinary shares carry equal rights and rank *pari passu* with one another other than as set out below.

#### **Conversion**

Subject to the provisions of our fourth amended and restated memorandum and articles of association and in compliance with all fiscal and other laws and regulations applicable thereto, a holder of Class B ordinary shares shall have the right to convert all or any of its Class B ordinary shares into Class A ordinary shares on a one-for-one basis. Upon the transfer of any Class B ordinary shares by the Telstra Shareholder to any person that is not an affiliate of the Telstra Shareholder, such Class B ordinary shares will be converted into an equal number of Class A ordinary shares. When the total number of Class A and Class B ordinary shares held by the Telstra Shareholder represents less than 39.3% of all of our total issued and outstanding shares, all Class B ordinary shares will be automatically converted into the same number of Class A ordinary shares. In addition, if immediately following the transfer of any ordinary shares held by the Telstra Shareholder to any party that is not an affiliate of the Telstra Shareholder, the Telstra Shareholder holds less than 51% of our total number of outstanding shares, all Class B ordinary shares will be automatically converted into the same number of Class A ordinary shares. Furthermore, upon a change of control event involving the Telstra Shareholder, all Class B ordinary shares shall be automatically converted into the same number of Class A ordinary shares. As a result of the sale by Telstra to Yun Chen in June 2016, all of our then outstanding Class B ordinary shares were converted into Class A ordinary shares.

A holder of Class A ordinary shares has no rights of conversion in respect of each such Class A ordinary share into Class B ordinary shares.

#### **Dividends**

The holders of our ordinary shares are entitled to such dividends as may be declared by us in general meeting or by our board of directors subject to the Companies Law and to the fourth amended and restated memorandum and articles of association.

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### *Voting Rights*

Subject to any special rights or restrictions as to voting for the time being attached to any shares, at any general meeting every holder of Class A ordinary shares who is present in person or by proxy (or, in the case of a shareholder being a corporation, by its duly authorized representative) shall have one vote on a show of hands, and on a poll every shareholder holding Class A ordinary shares present in person or by proxy (or, in the case of a shareholder being a corporation, by its duly appointed representative) shall have one vote for each fully paid Class A ordinary share of which such shareholder is the holder. As a result of the sale by Telstra to Yun Chen in June 2016, all of our then outstanding Class B ordinary shares were converted into Class A ordinary shares.

A quorum required for a meeting of shareholders consists of two shareholders entitled to vote and present in person or by proxy or, if a corporation or other non-natural person, by its duly authorized representative holding at least one third of the voting rights represented by the issued and outstanding ordinary shares throughout the meeting. We may, but are not obligated to, hold a general meeting in each year as our annual general meeting. The annual general meeting shall be held at such time and place as may be determined by the directors. Each general meeting, other than an annual general meeting, shall be an extraordinary general meeting. A majority of our board of directors or our chairman may call extraordinary general meetings. Advance notice of at least ten clear days is required for the convening of our annual general meeting and other shareholders' meetings. The agenda of any extraordinary general meeting will be set by a majority of the directors then in office.

An ordinary resolution to be passed by the shareholders requires the affirmative vote of a simple majority of the votes attaching to the ordinary shares cast in a general meeting, while a special resolution requires the affirmative vote of at least two-thirds of the votes cast attaching to the outstanding ordinary shares. A special resolution will be required for important matters such as a change of name or making changes to our fourth amended and restated memorandum and articles of association.

### *Transfer of Ordinary Shares*

Subject to the restrictions of our fourth amended and restated memorandum and articles of association, as applicable, 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; and
- 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.

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 Designated Stock Exchange (as defined in the fourth amended and restated memorandum and articles of association), be suspended and the register closed at such times and for such periods as our board of directors may from time to time determine, provided, however, that the registration of transfers shall not be suspended nor the register closed for more than 30 days in any year.

### **Liquidation**

On a return of capital on winding up or otherwise (other than on conversion, redemption or purchase of ordinary shares), assets available for distribution among the holders of ordinary shares shall be distributed among the holders of the ordinary shares on a pro rata basis. The amount received by holders of Class B ordinary shares and Class A ordinary shares should be the same in any liquidation event. 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 proportionately.

### **Calls on Ordinary Shares and Forfeiture of Ordinary Shares**

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

### **Redemption of Ordinary Shares**

Subject to the provisions of the Companies Law, we may repurchase or redeem shares at our option or at the option of the holders of these shares, on such terms and in such manner, including out of capital, as may be determined by our board of directors.

### **Variations of Rights of Shares**

All or any of the special rights attached to any class of shares may, subject to the provisions of the Companies Law, be varied with the sanction of a special resolution passed at a general meeting of the holders of the shares of that class. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* with such existing class of shares.

### **General Meetings of Shareholders**

Shareholders' meetings may be convened by a majority of our board of directors or our chairman. Advance notice of at least ten clear days is required for the convening of our annual general shareholders' meeting and any other general meeting of our shareholders. In addition, general meetings will also be convened on the requisition in writing of any shareholder or shareholders entitled to attend and vote at our general meetings holding at least one third of the voting rights represented by our issued voting shares.

### **Appointment of Directors**

Our shareholders may by ordinary resolution elect any person to fill a casual vacancy or as an addition to the existing board.

The directors will also have the power from time to time and at any time to appoint any person as a director to fill a casual vacancy on the board or as an addition to the existing board.

### **Inspection of Books and Records**

Holders of our ordinary shares have no general right under Cayman Islands law to inspect or obtain copies of our list of shareholders or our corporate records. However, we will allow our shareholders to inspect our register of members and provide our shareholders with annual audited financial statements.

Pursuant to the investor's rights agreement we have with the Yun Chen and other shareholders, Yun Chen has the right to access our books and records so long as it holds in aggregate at least 20% of our issued and outstanding share capital.

### ***Issuance of Additional Preferred Shares***

Our fourth amended and restated memorandum of association authorizes our board of directors to issue additional ordinary shares from time to time as our board of directors shall determine, to the extent of available authorized but unissued shares.

Our fourth amended and restated memorandum of association authorizes our board of directors to establish from time to time one or more series of preferred shares and to determine, with respect to any series of preferred shares, the terms and rights of that series, including:

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

Our board of directors may issue preferred shares without action by our shareholders to the extent authorized but unissued. The issuance of preferred shares may be used as an anti takeover device without further action on the part of the shareholders. Issuance of these shares may dilute the voting rights of holders of ordinary shares.

### **C. Material Contracts**

We have not entered into any material contracts other than in the ordinary course of business and other than those described elsewhere in “Item 4. Information on the Company—B. Business Overview,” “Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions,” or elsewhere in this annual report.

### **D. Exchange Controls**

See “Item 4. Information on the Company—B. Business Overview—PRC Regulation—Regulations on Foreign Exchange.”

### **E. Taxation**

#### **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 levied by the Government of the Cayman Islands that are likely to be material to holders of ADSs or Class A ordinary shares. The Cayman Islands is not party to any double tax treaties, except for a double tax treaty entered into with the United Kingdom in 2010. There are no exchange control regulations or currency restrictions in the Cayman Islands.

Pursuant to Section 6 of the Tax Concessions Law (2011 Revision) of the Cayman Islands, we have obtained an undertaking from the Governor-in-Cabinet:

(a) that no law which is enacted in the Cayman Islands imposing any tax to be levied on profits or income or gains or appreciation shall apply to us or our operations; and

(b) that the aforesaid tax or any tax in the nature of estate duty or inheritance tax shall not be payable on our shares, debentures or other obligations.

The undertaking for us is for a period of 20 years from July 22, 2008.

## **People’s Republic of China Taxation**

We are a holding company incorporated in the Cayman Islands, which indirectly holds Autohome WFOE, Chezhiying WFOE and other subsidiaries in the PRC. Our business operations are principally conducted through our PRC subsidiaries and VIEs. Although we believe we are not a PRC resident enterprise for enterprise income tax purposes, substantial uncertainty exists. In the event that our company or any of our Offshore Entities, is considered to be a PRC resident enterprise: (a) our company or our Offshore Entities, as the case may be, would be subject to the PRC enterprise income tax at the rate of 25% on worldwide income; and (b) dividend income that our company or our Offshore Entities, as the case may be, receives from our PRC subsidiaries would be exempt from the PRC withholding tax since such income is exempted under the Enterprise Income Tax Law for PRC resident enterprise; and (c) any dividends we pay to our non-PRC shareholders or ADS holders as well as gains realized by such shareholders or ADS holders from the transfer of our shares or ADSs may be regarded as China-sourced income and as a result become subject to PRC withholding tax at a rate of up to 10%, subject to reduction or exemption by an applicable treaty. See “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Our global income and the dividends that we may receive from our PRC subsidiaries, dividends distributed to our non-PRC shareholders and ADS holders, and gains recognized by such shareholders or ADS holders, may be subject to PRC taxes under the Enterprise Income Tax Law, which would have a material adverse effect on our results of operations.”

As uncertainties remain regarding the interpretation and implementation of the Enterprise Income Tax Law and its implementation rules, we cannot assure you that, if we are deemed a PRC resident enterprise, any dividends to be distributed by us to our non-PRC shareholders and ADS holders would not be subject to any PRC withholding tax. See “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Our global income and the dividends that we may receive from our PRC subsidiaries, dividends distributed to our non-PRC shareholders and ADS holders, and gains recognized by such shareholders or ADS holders, may be subject to PRC taxes under the Enterprise Income Tax Law, which would have a material adverse effect on our results of operations.”

## **United States Federal Income Tax Considerations**

The following discussion is a summary of United States federal income tax considerations relating to the ownership and disposition of our ADSs or Class A ordinary shares by U.S. Holders (as defined below) that will hold ADSs or Class A ordinary shares as “capital assets” (generally, property held for investment) under the United States Internal Revenue Code of 1986, as amended (the “Code”). This discussion is based upon applicable provisions of the Code, Treasury regulations (proposed, temporary and final) promulgated thereunder, pertinent judicial decisions, interpretive rulings of the Internal Revenue Service and such other authorities as we have considered relevant, which are subject to change, possibly with retroactive effect. This discussion does not address all aspects of United States federal income taxation that may be important to particular investors in light of their individual investment circumstances, including investors subject to special tax rules (for example, certain financial institutions, insurance companies, broker-dealers, pension plans, regulated investment companies, real estate investment trusts, cooperatives, and tax-exempt organizations (including private foundations), holders who are not U.S. Holders, holders who own (directly, indirectly, or constructively) 10% or more of our voting stock, investors that will hold their ADSs or Class A ordinary shares as part of a straddle, hedge, conversion, constructive sale, or other integrated transaction for United States federal income tax purposes, investors that are traders in securities that have elected the mark-to-market method of accounting, or investors that have a functional currency other than the United States dollar), all of whom may be subject to tax rules that differ significantly from those discussed below. In addition, this discussion does not address United States federal estate, gift, Medicare, and alternative minimum tax considerations, or any non-United States, state, or local tax considerations. Each U.S. Holder is urged to consult its tax advisors regarding the United States federal, state, local, and non-United States income and other tax considerations of an investment in ADSs or Class A ordinary shares.

## **General**

For purposes of this summary, a “U.S. Holder” is a beneficial owner of our ADSs or Class A ordinary shares that is, for United States federal income tax purposes, (i) an individual who is a citizen or resident of the United States, (ii) a corporation, or other entity treated as a corporation for United States federal income tax purposes, created in, or organized under the laws of the United States or any state thereof or the District of Columbia, or treated as such for United States federal income tax purposes, (iii) an estate the income of which is includible in gross income for United States federal income tax purposes regardless of its source, or (iv) a trust (A) the administration of which is subject to the primary supervision of a United States court and which has one or more United States 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 United States person under the Code.

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

It is generally expected that a U.S. Holder of ADSs will be treated as the beneficial owner, for United States federal income tax purposes, 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 our Class A ordinary shares for our ADSs will not be subject to United States federal income tax.

## **Passive Foreign Investment Company Considerations**

A non-United States corporation, such as our company, will be classified as a “passive foreign investment company” (or a “PFIC”), for United States federal income tax purposes for any taxable year, if either (i) 75% or more of its gross income for such year consists of certain types of “passive” income or (ii) 50% or more of the value of its assets (determined on the basis of a quarterly average) during such year produce or are held for the production of passive income (the “asset test”). Passive income generally includes dividends, interest, royalties, rents, annuities, net gains from the sale or exchange of property producing such income and net foreign currency gains. For this purpose, cash is categorized as a passive asset and the company’s goodwill and other unbooked intangibles associated with active business activity are taken into account as non-passive assets. We will be treated as owning our proportionate share of the assets and earning our proportionate share of the income of any other corporation in which we own, directly or indirectly, more than 25% (by value) of the stock.

Although the law in this regard is unclear, we treat our VIEs as being owned by us for United States federal income tax purposes, not only because we exercise effective control over the operation of such entities but also because we are entitled to substantially all of their economic benefits, and, as a result, we consolidate their results of operation in our consolidated financial statements. If it were determined, however, that we are not the owner of our VIEs for United States federal income tax purposes, we would likely be treated as a PFIC for our current and any subsequent taxable year.

Furthermore, the determination of whether we will be or become a PFIC will depend, in part, on the composition of our income and assets. Fluctuations in the market price of our ADSs may cause us to become a PFIC for the current or subsequent taxable years because the value of assets for the purpose of the asset test may be determined by reference to the market price of our ADSs. The composition of our income and assets may also be affected by how, and how quickly, we use our liquid assets. Under circumstances where our revenue from activities that produce passive income significantly increase relative to our revenue from activities that produce non-passive income, or where we determine not to deploy significant amounts of cash for active purposes, our risk of becoming classified as a PFIC may substantially increase. In addition, because there are uncertainties in the application of the relevant rules, it is possible that the Internal Revenue Service may challenge our classification of certain income and assets as non-passive or our valuation of our tangible and intangible assets, each of which may result in our becoming a PFIC for the current or subsequent taxable years.

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Assuming we are the owner of our VIEs for U.S. federal income tax purposes, we believe that we primarily operate as an active provider of online automotive advertising solutions in China. Based on our current income and assets, we do not believe that we were a PFIC for the taxable year ended December 31, 2016 and do not anticipate becoming a PFIC in future taxable years. While we do not believe that we were a PFIC for the taxable year ended December 31, 2016 and do not anticipate becoming a PFIC for the current taxable year or the foreseeable future, no assurance can be given in this regard. Because the determination of whether we will be or become a PFIC is a fact-intensive inquiry made on an annual basis, the determination of whether we will be or become a PFIC will depend, in part, upon the value of our goodwill and other unbooked intangibles (which will depend upon the market value 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 our current market capitalization. If our market capitalization subsequently declines, we may be or become classified as a PFIC for the current taxable year or future taxable years. It is also possible that the Internal Revenue Service may challenge our classification or valuation of our goodwill and other unbooked intangibles, which may result in our company being or becoming a PFIC for the current taxable year or foreseeable future.

If we are classified as a PFIC for any taxable year during which a U.S. Holder holds our ADSs or Class A ordinary shares, the PFIC tax 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 in subsequent years. The discussion below under “Dividends” and “Sale or Other Disposition of ADSs or Class A Ordinary Shares” is written on the basis that we will not be classified as a PFIC for United States federal income tax purposes.

### **Dividends**

Any cash distributions (including the amount of any PRC tax withheld) paid on ADSs or Class A ordinary shares out of our earnings and profits, as determined under United States federal income tax principles, will generally be includible in the gross income of a U.S. Holder as dividend income on the day actually or constructively received by the U.S. Holder, in the case of Class A ordinary shares, or by the depository bank, in the case of ADSs. Because we do not intend to determine our earnings and profits on the basis of United States federal income tax principles, any distribution paid will generally be treated as a “dividend” for United States federal income tax purposes. Non-corporate U.S. Holders receiving dividend income generally will be subject to tax on such dividend income from a “qualified foreign corporation” at a lower applicable capital gains rate rather than the marginal tax rates generally applicable to ordinary income provided that certain holding period and other requirements are met. A non-United States corporation (other than a corporation that is classified as a PFIC for the taxable year in which the dividend is paid or the preceding taxable year) generally will be considered to be a qualified foreign corporation (i) with respect to any dividend it pays on stock (or ADSs in respect of such stock) which is readily tradable on an established securities market in the United States, or (ii) if it is eligible for the benefits of a comprehensive tax treaty with the United States that the Secretary of Treasury of the United States determines is satisfactory for purposes of this provision and that includes an exchange of information program. Our ADSs are listed on the NYSE, which is an established securities market in the United States, and will be considered readily tradable on an established securities market for as long as the ADSs continue to be listed on such exchange. Thus, we believe that we will be a qualified foreign corporation with respect to dividends we pay on our ADSs, but there can be no assurance that our ADSs will continue to be considered readily tradable on an established securities market in later years.

Since we do not expect that our Class A ordinary shares be listed on established securities markets, it is unclear whether dividends that we pay on our ordinary shares that are not backed by ADSs currently meet the requirements for the reduced tax rate. However, in the event that we are deemed to be a PRC resident enterprise under the Enterprise Income Tax Law (see “People’s Republic of China Taxation”), we may be eligible for the benefits of the United States-PRC income tax treaty, which the United States Treasury Department has determined is satisfactory for this purpose, and be treated as a qualified foreign corporation with respect to dividends paid on our ADSs or Class A ordinary shares. Dividends received on our ADSs or Class A ordinary shares will not be eligible for the dividends-received deduction allowed to corporations. Each U.S. Holder is advised to consult its tax advisors regarding the availability of the reduced tax rate applicable to qualified dividend income for any dividends we pay with respect to our ADSs or Class A ordinary shares.

Dividends generally will be treated as income from foreign sources for United States foreign tax credit purposes. In the event that we are deemed to be a PRC resident enterprise under the Enterprise Income Tax Law, a U.S. Holder may be subject to PRC withholding taxes on dividends paid on our ADSs or Class A ordinary shares. A U.S. Holder may be eligible, subject to a number of complex limitations, to claim a foreign tax credit in respect of any foreign withholding taxes imposed on dividends received on ADSs or Class A ordinary shares. A U.S. Holder who does not elect to claim a foreign tax credit for foreign tax withheld may instead claim a deduction, for United States federal income tax purposes, in respect of such withholding taxes, but only for a year in which such U.S. Holder elects to do so for all creditable foreign income taxes. The rules governing the foreign tax credit are complex and 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 of ADSs or Class A Ordinary Shares***

A U.S. Holder will generally recognize capital gain or loss upon the sale or other disposition of ADSs or Class A ordinary shares in an amount equal to the difference between the amount realized upon the disposition and the holder's adjusted tax basis in such ADSs or Class A ordinary shares. Any capital gain or loss will be long-term gain or loss if the ADSs or Class A ordinary shares have been held for more than one year and will generally be United States-source gain or loss for United States foreign tax credit purposes. Long-term capital gain of non-corporate U.S. Holders is generally eligible for reduced rates of taxation. In the event that gain from the disposition of the ADSs or Class A ordinary shares is subject to tax in the PRC, a U.S. Holder that is eligible for the benefits of the United States-PRC income tax treaty may elect to treat the gain as PRC-source income. The deductibility of a capital loss may be subject to limitations. U.S. Holders are urged to consult their tax advisors regarding the tax consequences if a foreign tax is imposed on a disposition of our ADSs or Class A ordinary shares, including the availability of the foreign tax credit under their particular circumstances.

### ***Passive Foreign Investment Company Rules***

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

- the U.S. Holder's excess distribution or gain will be allocated ratably over the U.S. Holder's holding period for the ADSs or Class A ordinary shares;
- the amount allocated to the current taxable year and any taxable years in the U.S. Holder's holding period prior to the first taxable year in which we are classified as a PFIC (each, a "pre-PFIC year") will be taxable as ordinary income;
- the amount allocated to each prior taxable year, other than a pre-PFIC year, will be subject to tax at the highest tax rate in effect applicable to individuals or corporations, as appropriate, for that year;
- 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 Class A ordinary shares and any of our non-United States subsidiaries is also a PFIC (i.e., a lower-tier PFIC), such U.S. Holder would be treated as owning a proportionate amount (by value) of the shares of the lower-tier PFIC and would be subject to the rules described above on certain distributions by a lower-tier PFIC and a disposition of shares of a lower-tier PFIC even though such U.S. Holder would not receive the proceeds of those distributions or dispositions. U.S. Holders are urged to consult their tax advisors regarding the application of the PFIC rules to any of our subsidiaries.



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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 our ADSs, provided that the ADSs are regularly traded on the NYSE. We anticipate that the 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 U.S. Holder will generally (i) include as ordinary income for each taxable year the excess, if any, of the fair market value of ADSs held at the end of the taxable year over the adjusted tax basis of such ADSs and (ii) deduct as an ordinary loss the excess, if any, of the adjusted tax basis of such ADSs over the fair market value of such ADSs held at the end of the taxable year, but such deduction will be allowed only to the extent of the amount previously included in income as a result of the mark-to-market election. The U.S. Holder’s adjusted tax basis in the ADSs would be adjusted to reflect any income or loss resulting from the mark-to-market election. If a U.S. Holder makes a mark-to-market election in respect of a corporation classified as a PFIC and such corporation ceases to be classified as a PFIC, the U.S. Holder will not be required to take into account the gain or loss described above during any year that such corporation is not classified as a PFIC. If a U.S. Holder makes a mark-to-market election, any gain such U.S. Holder recognizes upon the sale or other disposition of our ADSs 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. In the case of a U.S. Holder who has held ADSs or Class A ordinary shares during any taxable year in respect of which we were classified as a PFIC and continues to hold such ADSs or Class A ordinary shares (or any portion thereof) and has not previously made a mark-to-market election, and if such U.S. Holder makes a mark-to-market election, special tax rules may apply relating to purging the PFIC taint of such ADSs or Class A ordinary shares.

Because, as a technical matter, a mark-to-market election cannot be made for any lower-tier PFICs that we may own, a U.S. Holder may continue to be subject to the PFIC rules with respect to its indirect interest in any investments held by us that are treated as an equity interest in a PFIC for United States federal income tax purposes.

We do not intend to provide information necessary for U.S. Holders to make “qualified electing fund” elections which, if available, would result in tax treatment different from the general tax treatment for PFICs described above.

Dividends that we pay on our ADSs or Class A ordinary shares will not be eligible for the reduced tax rate that applies to qualified dividend income discussed above under “Dividends” if we are classified as a PFIC for the taxable year in which the dividend is paid or the preceding taxable year. If a U.S. Holder owns our ADSs or Class A ordinary shares during any taxable year that we are a PFIC, the U.S. Holder must generally file an annual report with the Internal Revenue Service, subject to certain limited exceptions. Each U.S. Holder is urged to consult its tax advisor concerning the United States federal income tax consequences of owning and disposing of our ADSs or Class A ordinary shares if we are or become a PFIC, including filing requirements, the possibility of making a mark-to-market election and the unavailability of the qualifying electing fund election.

### ***Information Reporting***

Certain U.S. Holders are required to report information to the Internal Revenue Service relating to an interest in “specified foreign financial assets,” including shares issued by a non-United States corporation, for any year in which the aggregate value of all specified foreign financial assets exceeds \$50,000 (or a higher dollar amount prescribed by the Internal Revenue Service), subject to certain exceptions (including an exception for shares held in custodial accounts maintained with a U.S. financial institution). These rules also impose penalties if a U.S. Holder is required to submit such information to the Internal Revenue Service and fails to do so.

In addition, dividend payments with respect to our ADSs or Class A ordinary shares and proceeds from the sale or other disposition of our ADSs or Class A ordinary shares may be subject to information reporting to the Internal Revenue Service. U.S. Holders are urged to consult their tax advisors regarding the application of the United States information reporting rules to their particular circumstances.

### **F. Dividends and Paying Agents**

Not applicable.

### **G. Statement by Experts**

Not applicable.

## **H. Documents on Display**

We previously filed with the SEC registration statements on Form F-1 under the Securities Act with respect to our initial public offering and our follow-on offering of our Class A ordinary shares represented by ADSs.

We are subject to the periodic reporting and other informational requirements of the Securities Exchange Act of 1934, or the Exchange Act. Under the Exchange Act, we are required to file reports and other information with the SEC. Specifically, we are required to file annually a Form 20-F within four months after the end of each fiscal year, which is December 31. The SEC maintains a website at [www.sec.gov](http://www.sec.gov) that contains reports, proxy and information statements, and other information regarding registrants that make electronic filings with the SEC using its EDGAR system. Copies of reports and other information, when filed, may also be inspected without charge, and may be obtained at prescribed rates at the public reference facilities maintained by the SEC at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. The public may obtain information regarding the Washington, D.C. Public Reference Room by calling the SEC at 1-800-SEC-0330. As a foreign private issuer, we are exempt from the rules under the Exchange Act prescribing the furnishing and content of quarterly reports and proxy statements, and officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act.

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

In accordance with NYSE Rule 203.01, we will post this annual report on our website <http://ir.autohome.com.cn>. In addition, we will provide hardcopies of our annual report to shareholders, including ADS holders, free of charge upon request.

## **I. Subsidiary Information**

Not applicable.

## **ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

### ***Interest Rate Risk***

Our exposure to interest rate risk primarily relates to the interest income generated by excess cash, which is mostly held in interest-bearing bank deposits, and adjustable-rate short-term investments. We have not used derivative financial instruments in our investment portfolio. Interest earning instruments carry a degree of interest rate risk. We have not been exposed to, nor do we anticipate being exposed to, material risks due to changes in market interest rates. However, our future interest income and interest expense may fluctuate due to changes in market interest rates. Based on our interest earning instruments during the year ended December 31, 2016, a 10% change in the interest rates would result in an increase or decrease of RMB8.8 million (US\$1.3 million) of our total amount of interest income for 2016.

### ***Foreign Exchange Risk***

We earn substantially all of our revenues and incur most of our expenses in RMB, and substantially all of our sales contracts are denominated in RMB. We do not believe that we currently have any significant direct foreign exchange risk and have not used any derivative financial instruments to hedge our exposure to such risk. Although in general, our exposure to foreign exchange risks should be limited, the value of your investment in our ADSs will be affected by the exchange rate between the U.S. dollar and the RMB because the value of our business is effectively denominated in RMB, while the ADSs will be traded in U.S. dollars. Based on the amount of our cash and cash equivalents, restricted cash and short-term investments as of December 31, 2016, a 1.0% change in the exchange rate between the Renminbi and the U.S. dollar would result in an increase or decrease of approximately US\$1.4 million to our cash and cash equivalents, restricted cash and short-term investments.

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Significant revaluation of RMB against U.S. dollar may materially affect our earnings and financial position, the conversion of RMB into foreign currencies, including U.S. dollars, is based on rates set by the People's Bank of China. In July 2005, the PRC government changed its decades-old policy of pegging the value of the RMB to the U.S. dollar, and the RMB appreciated more than 20% against the U.S. dollar over the following three years. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the RMB and the U.S. dollar remained within a narrow band. Since June 2010, the RMB has fluctuated against the U.S. dollar, at times significantly and unpredictably. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the RMB and the U.S. dollar in the future.

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

### ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

#### A. Debt Securities

Not applicable.

#### B. Warrants and Rights

Not applicable.

#### C. Other Securities

Not applicable.

#### D. American Depositary Shares

##### Fees and Charges Our ADS Holders May Have to Pay

As an ADS holder, you will be required to pay the following service fees to the depositary bank:

<u>Service</u>	<u>Fees</u>
• Issuance of ADSs, including issuances resulting from a distribution of shares or rights or other property	Up to US\$0.05 per ADS issued
• Cancellation of ADSs, including in the case of termination of the deposit agreement	Up to US\$0.05 per ADS cancelled
• Distribution of cash dividends or other cash distributions	Up to US\$0.05 per ADS held
• Distribution of ADSs pursuant to share dividends, free share distributions or exercise of rights	Up to US\$0.05 per ADS held
• Distribution of securities other than ADSs or rights to purchase additional ADSs	A fee equivalent to the fee that would be payable if securities distributed to you had been Class A ordinary shares and the Class A ordinary shares had been deposited for issuance of ADSs
• Depositary services	Up to US\$0.05 per ADS held on the applicable record date(s) established by the depositary bank
• Transfer of ADRs	US\$1.50 per certificate presented for transfer

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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.
- Any applicable fees and penalties thereon.

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.

### **Fees and Other Payments Made by the Depositary to Us**

Deutsche Bank Trust Company Americas, as depositary, has agreed to reimburse us for a portion of certain expenses we incur that are related to establishment and maintenance of the ADR program, including investor relations expenses. There are limits on the amount of expenses for which the depositary will reimburse us, but the amount of reimbursement available to us is not related to the amounts of fees the depositary collects from investors. Further, the depositary has agreed to reimburse us certain fees payable to the depositary by holders of ADSs. Neither we nor the depositary can determine the exact amount to be made available to us because (i) the number of ADSs that will be issued and outstanding, (ii) the level of service fees to be charged to holders of ADSs and (iii) our reimbursable expenses related to the program are not known at this time. In 2016, we have received from the depositary a reimbursement of approximately US\$0.3 million.

**PART II.**

**ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES**

None.

**ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS**

See “Item 10. Additional Information” for a description of the rights of securities holders, which remain unchanged.

The following “Use of Proceeds” information relates to:

- the registration statement on Form F-1, as amended (File Number 333-192085) for our initial public offering of 8,993,000 ADSs (reflecting the full exercise of the over-allotment option by the underwriters to purchase an additional 1,173,000 ADSs), representing 8,993,000 Class A ordinary shares, which registration statement was declared effective by the SEC on December 10, 2013. Deutsche Bank Securities Inc. and Goldman Sachs (Asia) L.L.C. acted as the representatives of the underwriters in our initial public offering; and
- the registration statement on Form F-1, as amended (File Number 333-199862) for our 2014 Offering of 9,645,659 ADSs (reflecting the partial exercise of the over-allotment option by the underwriters to purchase an additional 1,145,659 ADSs), representing 9,645,659 Class A ordinary shares, which registration statement was declared effective by the SEC on November 19, 2014. Deutsche Bank Securities Inc. and Goldman Sachs (Asia) L.L.C. acted as the representatives of the underwriters in our 2014 Offering.

We incurred expenses and paid to others US\$12.8 million for underwriting discounts and commissions in connection with our initial public offering from the effective date of the registration statement for the initial public offering to December 31, 2014. We incurred expenses and paid to others US\$5.0 million for underwriting discounts and commissions in connection with our 2014 Offering from the effective date of the registration statement for the 2014 Offering to December 31, 2014. We received net proceeds of approximately US\$142.6 million and US\$97.3 million from our initial public offering and 2014 Offering (together, the “Offerings”), respectively.

In 2015 and 2016, we used approximately US\$28 million of the net proceeds from the Offerings for payment of establishment of new subsidiaries, investment in joint venture, professional fees, insurance fees, compensation to directors and general corporate purposes.

We intend to use the remainder of the proceeds from the Offerings for general corporate purposes, including funding potential investments and acquisitions of complementary businesses, assets and technologies.

**ITEM 15. CONTROLS AND PROCEDURES**

**Evaluation of Disclosure Controls and Procedures**

Our management, with the participation of our chief executive officer and chief financial officer, has performed an evaluation of the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this report, as required by Rule 13a-15(b) under the Exchange Act. Based on that evaluation, our management has concluded that, as of December 31, 2016, our disclosure controls and procedures were effective.

## **Management's Annual Report on Internal Control over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements in accordance with U.S. GAAP and includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of a company's assets, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of consolidated financial statements in accordance with generally accepted accounting principles, and that a company's receipts and expenditures are being made only in accordance with authorizations of a company's management and directors, and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of a company's assets that could have a material effect on the consolidated financial statements. Our management, with the participation of our chief executive officer and chief financial officer, conducted an evaluation of the effectiveness of our company's internal control over financial reporting as of December 31, 2016 based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework). Based on this evaluation, our management concluded that our internal control over financial reporting was effective as of December 31, 2016.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, any evaluation of effectiveness as to future periods is subject to the risks that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

## **Attestation Report of the Independent Registered Public Accounting Firm**

The effectiveness of our internal control over financial reporting as of December 31, 2016 has been audited by PricewaterhouseCoopers Zhong Tian LLP, our independent registered public accounting firm, as stated in its report included on page F-2 of this annual report.

## **Changes in Internal Control Over Financial Reporting**

There were no changes in our internal control over financial reporting that occurred during the year ended December 31, 2016 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **ITEM 16A AUDIT COMMITTEE FINANCIAL EXPERT**

Our board of directors has determined that Mr. Tianruo Pu is our audit committee financial expert, who is an independent director under the standards set forth in Section 303A of the New York Stock Exchange Listed Company Manual and Rule 10A-3 of the Exchange Act. Mr. Pu is the chairman of our audit committee.

## **ITEM 16B CODE OF ETHICS**

Our board of directors has adopted a code of business conduct and ethics that applies to our directors, officers, employees and agents, including certain provisions that specifically apply to our chairman, chief executive officer, chief financial officer, controller, vice presidents and any other persons who perform similar functions for us. We filed our code of business conduct and ethics as Exhibit 99.1 to our registration statement on Form F-1, as amended, which was originally filed with the SEC on November 4, 2013 and subsequently amended and filed with this annual report. We have posted a copy of our code of business conduct and ethics on our website at <http://ir.autohome.com.cn>.

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### ITEM 16C PRINCIPAL ACCOUNTANT FEES AND SERVICES

The following table sets forth the aggregate fees by categories specified below in connection with certain professional services rendered by Ernst & Young Hua Ming LLP and PricewaterhouseCoopers Zhong Tian LLP, our independent registered public accounting firm, for the periods indicated. We did not pay any other fees to our independent registered public accounting firm during the periods other than those indicated below.

	For the Year Ended December 31,	
	2015	2016
	(in RMB thousands)	
Audit fees(1)	7,853	10,251
Tax fees(2)	—	1,087

- (1) “Audit fees” means the aggregate fees billed for professional services rendered by our independent registered public accounting firm for the audit of our annual financial statements, the audit of our internal control over financial reporting and the review of our comparative interim financial information.
- (2) “Tax fees” represents the aggregated fees billed for professional services rendered by our independent registered public accounting firm for tax compliance, tax advice and tax planning.

The policy of our audit committee is to preapprove all audit and nonaudit services provided by Ernst & Young Hua Ming LLP and PricewaterhouseCoopers Zhong Tian LLP, including audit services and tax services as described above, other than those for *de minimis* services which are approved by the audit committee prior to the completion of the audit. Our audit committee has approved all of our audit fees and tax fees for the year ended December 31, 2016.

### ITEM 16D EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

### ITEM 16E PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

None.

### ITEM 16F CHANGE IN REGISTRANT’S CERTIFYING ACCOUNTANT

On November 11, 2016, we dismissed Ernst & Young Hua Ming LLP, or EY, as our independent registered public accounting firm, and engaged PricewaterhouseCoopers Zhong Tian LLP as our independent registered public accounting firm in connection with the audit of our consolidated financial statements for the three fiscal years ended December 31, 2016, each effective immediately.

EY’s audit reports on our company’s consolidated financial statements as of December 31, 2015 and 2014 and for each of the three years in the period ended December 31, 2015 did not contain an adverse opinion or a disclaimer of opinion and was not qualified or modified as to uncertainty, audit scope or accounting principles. EY, did not audit our financial statements as of any date or for any period subsequent to December 31, 2015. EY’s audit report on the effectiveness of our internal control over financial reporting as of December 31, 2015 did not contain an adverse opinion, nor were they qualified or modified.

The change of our independent registered public accounting firm was approved by our independent audit committee. The decision was not made due to any disagreements with EY.

During each of the three years in the period ended December 31, 2015 and the subsequent interim period through November 11, 2016, there were no disagreements between us and EY on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure, any of which, if not resolved to EY’s satisfaction, would have caused EY to make references thereto in their reports. In addition, there were no “reportable events” requiring disclosure pursuant to Item 16F(a)(1)(v) of the instructions to Form 20-F.

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We provided EY with a copy of the foregoing disclosure, and requested that EY furnish us with a letter addressed to the SEC stating whether it agrees with the above statements, and if not, stating the respects in which it does not agree. We have received the requested letter from EY, a copy of which is filed as Exhibit 16.1 to this Form 20-F.

During each of the years ended December 31, 2015, 2014 and 2013 and the subsequent interim period through November 11, 2016, neither we nor anyone on behalf of us has consulted with PricewaterhouseCoopers Zhong Tian LLP regarding (i) the application of accounting principles to a specific transaction, either completed or proposed, or the type of audit opinion that might be rendered on our consolidated financial statements, and neither a written report nor oral advice was provided to us that PricewaterhouseCoopers Zhong Tian LLP concluded was an important factor considered by us in reaching a decision as to any accounting, auditing, or financial reporting issue, (ii) any matter that was the subject of a disagreement pursuant to Item 16F(a)(1)(iv) of the instructions to Form 20-F, or (iii) any reportable event pursuant to Item 16F(a)(1)(v) of the instructions to Form 20-F.

### **ITEM 16G CORPORATE GOVERNANCE**

We have followed and intend to follow the applicable NYSE corporate governance listing standards.

### **ITEM 16H MINE SAFETY DISCLOSURE**

Not applicable.

## **PART III.**

### **ITEM 17. FINANCIAL STATEMENTS**

We have elected to provide financial statements pursuant to Item 18.

### **ITEM 18. FINANCIAL STATEMENTS**

The consolidated financial statements of Autohome Inc. are included at the end of this annual report.

### **ITEM 19. EXHIBITS**

<u>Exhibit Number</u>	<u>Description of Document</u>
1.1	Fourth Amended and Restated Memorandum and Articles of Association of the Registrant, adopted on November 27, 2013 (incorporated herein by reference to Exhibit 3.2 to the registration statement on Form F-1, as amended (File No. 333-192085), initially filed with the Securities and Exchange Commission on November 4, 2013)
2.1	Registrant's Specimen American Depositary Receipt (incorporated herein by reference to Exhibit 4.1 to the registration statement on Form F-1, as amended (File No. 333-192085), initially filed with the Securities and Exchange Commission on November 4, 2013)
2.2	Registrant's Specimen Certificate for Ordinary Shares (incorporated herein by reference to Exhibit 4.2 to the registration statement on Form F-1, as amended (File No. 333-192085), initially filed with the Securities and Exchange Commission on November 4, 2013)
2.3	Deposit Agreement among the Registrant, the depository and holders of the American Depositary Receipts dated as of December 10, 2013 (incorporated herein by reference to Exhibit 4.3 to the registration statement on Form S-8 (File No. 333-196006), filed with the Securities and Exchange Commission on May 16, 2014)



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<u>Exhibit Number</u>	<u>Description of Document</u>
4.1	2011 Share Incentive Plan of the Registrant (incorporated herein by reference to Exhibit 10.1 to the registration statement on Form F-1, as amended (File No. 333-192085), initially filed with the Securities and Exchange Commission on November 4, 2013)
4.2	2013 Share Incentive Plan of the Registrant (incorporated herein by reference to Exhibit 10.2 to the registration statement on Form F-1, as amended (File No. 333-192085), initially filed with the Securities and Exchange Commission on November 4, 2013)
4.3	Form of Indemnification Agreement between the Registrant and its directors and officers (incorporated herein by reference to Exhibit 10.3 to the registration statement on Form F-1, as amended (File No. 333-192085), initially filed with the Securities and Exchange Commission on November 4, 2013)
4.4	English translation of Form of Employment Agreement between Autohome WFOE and an executive officer of the Registrant (incorporated herein by reference to Exhibit 10.4 to the registration statement on Form F-1, as amended (File No. 333-192085), initially filed with the Securities and Exchange Commission on November 4, 2013)
4.5*	English translation of the Executed Form of the Equity Interest Purchase Agreement among Xiang Li, Zheng Fan, Zhi Qin as sellers and Min Lu, Haiyun Lei as buyers and Autohome Information as the target company dated March 25, 2017
4.6*	English translation of the Executed Form of the Equity Interest Purchase Agreement among Xiang Li, Zheng Fan, Zhi Qin as sellers and Min Lu, Haiyun Lei as buyers and Shanghai Advertising as target company dated March 25, 2017
4.7*	English translation of the Executed Form of the Equity Interest Purchase Agreement among Xiang Li, Zheng Fan, Zhi Qin as sellers and Min Lu, Haiyun Lei as buyers and Guangzhou Advertising as target company dated September 30, 2016
4.8*	English translation of the Executed Form of the Equity Interest Purchase Agreement among Zheng Fan, Zhi Qin as sellers and Min Lu, Haiyun Lei as buyers and Shengtuotuo Hongyuan as the target company dated September 30, 2016
4.9*	English translation of the Executed Form of the Debt Transfer and Offset Agreement among Autohome WFOE as creditor, Xiang Li, Zheng Fan, Zhi Qin as transferors, and Min Lu, Haiyun Lei as transferees dated March 25, 2017
4.10*	English translation of the Executed Form of the Debt Transfer and Offset Agreement among Autohome WFOE as creditor, Xiang Li, Zheng Fan, Zhi Qin as transferors, and Min Lu, Haiyun Lei as transferees dated March 25, 2017
4.11*	English translation of the Executed Form of the Debt Transfer and Offset Agreement among Autohome WFOE as creditor, Xiang Li, Zheng Fan, Zhi Qin as transferors, and Min Lu, Haiyun Lei as transferees dated September 30, 2016
4.12*	English translation of the Executed Form of the Debt Transfer and Offset Agreement among Chezhiying WFOE as creditor, Zheng Fan, Zhi Qin as transferors, and Min Lu, Haiyun Lei as transferees dated September 30, 2016
4.13*	English translation of the Executed Form of the Exclusive Technology Consulting and Service Agreement between Autohome WFOE and Autohome Information dated March 25, 2017

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<u>Exhibit Number</u>	<u>Description of Document</u>
4.14*	English translation of the Executed Form of the Exclusive Technology Consulting and Service Agreement between Autohome WFOE and Shanghai Advertising dated March 25, 2017
4.15*	English translation of the Executed Form of the Exclusive Technology Consulting and Service Agreement between Autohome WFOE and Guangzhou Advertising dated September 30, 2016
4.16*	English translation of the Executed Form of the Exclusive Technology Consulting and Service Agreement between Chezhiying WFOE and Shengtuo Hongyuan dated September 30, 2016
4.17*	English translation of the Executed Form of the Exclusive Technology Consulting and Service Agreement between Autohome WFOE and Autohome Advertising dated September 30, 2016
4.18*	English translation of the Executed Form of the Exclusive Technology Consulting and Service Agreement between Autohome WFOE and Chengshi Advertising dated September 30, 2016
4.19*	English translation of the Executed Form of the Exclusive Technology Consulting and Service Agreement between Chezhiying WFOE and Autohome Used Car Appraisal dated September 30, 2016
4.20*	English translation of the Executed Form of the Exclusive Technology Consulting and Service Agreement between Chezhiying WFOE and Autohome Used Car Brokerage dated September 30, 2016
4.21*	English translation of the Executed Form of the Loan Agreement between Autohome WFOE and Min Lu dated March 25, 2017
4.22*	English translation of the Executed Form of the Loan Agreement between Autohome WFOE and Haiyun Lei dated March 25, 2017
4.23*	English translation of the Executed Form of the Loan Agreement between Autohome WFOE and Min Lu dated March 25, 2017
4.24*	English translation of the Executed Form of the Loan Agreement between Autohome WFOE and Haiyun Lei dated March 25, 2017
4.25*	English translation of the Executed Form of the Loan Agreement between Autohome WFOE and Min Lu dated September 30, 2016
4.26*	English translation of the Executed Form of the Loan Agreement between Autohome WFOE and Haiyun Lei dated September 30, 2016
4.27*	English translation of the Executed Form of the Loan Agreement between Chezhiying WFOE and Min Lu dated September 30, 2016
4.28*	English translation of the Executed Form of the Loan Agreement between Chezhiying WFOE and Haiyun Lei dated September 30, 2016
4.29*	English translation of the Executed Form of the Equity Option Agreement among Autohome WFOE, Autohome Information and Min Lu dated March 25, 2017
4.30*	English translation of the Executed Form of the Equity Option Agreement among Autohome WFOE, Autohome Information and Haiyun Lei dated March 25, 2017
4.31*	English translation of the Executed Form of the Equity Option Agreement among Autohome WFOE, Shanghai Advertising and Min Lu dated March 25, 2017
4.32*	English translation of the Executed Form of the Equity Option Agreement among Autohome WFOE, Shanghai Advertising and Haiyun Lei dated March 25, 2017

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<u>Exhibit Number</u>	<u>Description of Document</u>
4.33*	English translation of the Executed Form of the Equity Option Agreement among Autohome WFOE, Guangzhou Advertising and Min Lu dated September 30, 2016
4.34*	English translation of the Executed Form of the Equity Option Agreement among Autohome WFOE, Guangzhou Advertising and Haiyun Lei dated September 30, 2016
4.35*	English translation of the Executed Form of the Equity Option Agreement among Chezhiying WFOE, Shengtuo Hongyuan and Min Lu dated September 30, 2016
4.36*	English translation of the Executed Form of the Equity Option Agreement among Chezhiying WFOE, Shengtuo Hongyuan and Haiyun Lei dated September 30, 2016
4.37*	English translation of the Executed Form of the Equity Option Agreement among Autohome WFOE, Autohome Information and Autohome Advertising dated September 30, 2016
4.38*	English translation of the Executed Form of the Equity Option Agreement among Autohome WFOE, Autohome Information and Chengshi Advertising dated September 30, 2016
4.39*	English translation of the Executed Form of the Equity Option Agreement among Chezhiying WFOE, Shengtuo Hongyuan and Autohome Used Car Appraisal dated September 30, 2016
4.40*	English translation of the Executed Form of the Equity Option Agreement among Chezhiying WFOE, Shengtuo Hongyuan and Autohome Used Car Brokerage dated September 30, 2016
4.41*	English translation of the Executed Form of the Equity Interest Pledge Agreement between Autohome WFOE and Min Lu dated March 25, 2017
4.42*	English translation of the Executed Form of the Equity Interest Pledge Agreement between Autohome WFOE and Haiyun Lei dated March 25, 2017
4.43*	English translation of the Executed Form of the Equity Interest Pledge Agreement between Autohome WFOE and Min Lu dated March 25, 2017
4.44*	English translation of the Executed Form of the Equity Interest Pledge Agreement between Autohome WFOE and Haiyun Lei dated March 25, 2017
4.45*	English translation of the Executed Form of the Equity Interest Pledge Agreement between Autohome WFOE and Min Lu dated September 30, 2016
4.46*	English translation of the Executed Form of the Equity Interest Pledge Agreement between Autohome WFOE and Haiyun Lei dated September 30, 2016
4.47*	English translation of the Executed Form of the Equity Interest Pledge Agreement between Chezhiying WFOE and Min Lu dated September 30, 2016
4.48*	English translation of the Executed Form of the Equity Interest Pledge Agreement between Chezhiying WFOE and Haiyun Lei dated September 30, 2016
4.49*	English translation of the Executed Form of the Equity Interest Pledge Agreement between Autohome WFOE and Autohome Information dated September 30, 2016
4.50*	English translation of the Executed Form of the Equity Interest Pledge Agreement between Autohome WFOE and Autohome Information dated September 30, 2016
4.51*	English translation of the Executed Form of the Equity Interest Pledge Agreement between Chezhiying WFOE and Shengtuo Hongyuan dated September 30, 2016

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<u>Exhibit Number</u>	<u>Description of Document</u>
4.52*	English translation of the Executed Form of the Equity Interest Pledge Agreement between Chezhiying WFOE and Shengtuo Hongyuan dated September 30, 2016
4.53*	English translation of the Executed Form of the Power of Attorney by Min Lu dated March 25, 2017
4.54*	English translation of the Executed Form of the Power of Attorney by Haiyun Lei dated March 25, 2017
4.55*	English translation of the Executed Form of the Power of Attorney by Min Lu dated March 25, 2017
4.56*	English translation of the Executed Form of the Power of Attorney by Haiyun Lei dated March 25, 2017
4.57*	English translation of the Executed Form of the Power of Attorney by Min Lu dated September 30, 2016
4.58*	English translation of the Executed Form of the Power of Attorney by Haiyun Lei dated September 30, 2016
4.59*	English translation of the Executed Form of the Power of Attorney by Min Lu dated September 30, 2016
4.60*	English translation of the Executed Form of the Power of Attorney by Haiyun Lei dated September 30, 2016
4.61*	English translation of the Executed Form of the Power of Attorney by Autohome Information dated September 30, 2016
4.62*	English translation of the Executed Form of the Power of Attorney by Autohome Information dated September 30, 2016
4.63*	English translation of the Executed Form of the Power of Attorney by Shengtuo Hongyuan dated September 30, 2016
4.64*	English translation of the Executed Form of the Power of Attorney by Shengtuo Hongyuan dated September 30, 2016
4.65*	Amended and Restated 2016 Share Incentive Plan of the Registrant, as amended on April 20, 2017
4.66*	2016 Share Incentive Plan II (as amended by Amendment No.1 to the 2016 Share Incentive Plan II) of the Registrant
4.67*	Investor's Rights Agreement by and among the Registrant and Yun Chen Capital Cayman dated September 30, 2016
8.1*	List of Principal Subsidiaries and VIEs
11.1	Amended and Restated Code of Business Conduct and Ethics of the Registrant (incorporated herein by reference to Exhibit 11.1 to the Form 20-F (File No. 001-36222), filed with the Securities and Exchange Commission on March 31, 2014)
12.1*	Certification by Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
12.2*	Certification by Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

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<u>Exhibit Number</u>	<u>Description of Document</u>
13.1**	Certification by Principal Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
13.2**	Certification by Principal Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
15.1*	Consent of Ernst & Young Hua Ming LLP, independent registered public accounting firm
15.2*	Consent of PricewaterhouseCoopers Zhong Tian LLP, independent registered public accounting firm
15.3*	Consent of Commerce & Finance Law Offices
16.1*	Letter from Ernst & Young Hua Ming LLP to the Securities and Exchange Commission
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document

\* Filed with this annual report on Form 20-F.

\*\* Furnished with this annual report on Form 20-F.

**SIGNATURES**

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

AUTOHOME INC.

By: /s/ Min Lu

Name: Min Lu

Title: Chairman of the Board and Chief Executive Officer

Date: April 25, 2017

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**AUTOHOME INC.**

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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Autohome Inc.:

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of comprehensive income, of changes in shareholders' equity and of cash flows present fairly, in all material respects, the financial position of Autohome Inc. and its subsidiaries at December 31, 2016, and the results of their operations and their cash flows for the year ended December 31, 2016 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2016, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Annual Report on Internal Control over Financial Reporting appearing under Item 15 of the accompanying Form 20-F. Our responsibility is to express opinions on these financial statements and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers Zhong Tian LLP

Beijing, the People's Republic of China  
April 25, 2017



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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders of Autohome Inc.

We have audited the accompanying consolidated balance sheets of Autohome Inc. (the “Company”) as of December 31, 2015 and 2014, and the related consolidated statements of comprehensive income, cash flows and changes in shareholders’ equity for each of the three years in the period ended December 31, 2015. These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Autohome Inc. at December 31, 2015 and 2014, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Autohome Inc.’s internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated March 17, 2016 expressed an unqualified opinion thereon.

/s/ Ernst & Young Hua Ming LLP

Beijing, the People’s Republic of China

March 17, 2016

AUTOHOME INC.  
CONSOLIDATED BALANCE SHEETS  
AS OF DECEMBER 31, 2015 AND 2016

(Amounts in thousands of Renminbi (“RMB”) and US dollars (“US\$”) except for number of shares and per share data)

	<u>Note</u>	<u>2015</u> RMB	<u>2016</u> RMB	US\$
<b>ASSETS</b>				
<b>Current assets:</b>				
Cash and cash equivalents		2,152,647	3,293,911	474,422
Restricted cash	3	61,091	9,319	1,342
Short-term investments	3	1,955,315	2,430,091	350,006
Accounts receivable (net of allowance for doubtful accounts of RMB2,315 and RMB512 (US\$74) as of December 31, 2015 and 2016, respectively)	4	1,075,456	1,205,924	173,689
Inventories, net	5	111,667	95,617	13,772
Amounts due from related parties, current	13	1,645	20,451	2,946
Prepaid expenses and other current assets	6	338,677	377,219	54,331
Deferred tax assets, current	7	45,977	99,228	14,292
<b>Total current assets</b>		<b>5,742,475</b>	<b>7,531,760</b>	<b>1,084,800</b>
<b>Non-current assets:</b>				
Property and equipment, net	8	103,554	134,574	19,383
Intangible assets, net	9	34,155	29,667	4,273
Goodwill	11	1,504,278	1,504,278	216,661
Long-term investments	10	124,102	134,466	19,367
Amounts due from related parties, non-current	13	—	809	117
Deferred tax assets, non-current	7	—	22,435	3,231
Other non-current assets		21,512	34,037	4,902
<b>Total non-current assets</b>		<b>1,787,601</b>	<b>1,860,266</b>	<b>267,934</b>
<b>Total assets</b>		<b>7,530,076</b>	<b>9,392,026</b>	<b>1,352,734</b>
<b>LIABILITIES AND EQUITY</b>				
<b>Current liabilities:</b>				
Accrued expenses and other payables	12	833,473	1,151,547	165,859
Advance from customers		27,214	75,882	10,929
Deferred revenue		872,487	1,012,143	145,779
Notes payable		174,943	31,063	4,474
Income tax payable		224,973	256,775	36,983
Amounts due to related parties	13	23,444	16,630	2,395
<b>Total current liabilities</b> (including current liabilities of consolidated VIEs without recourse to Autohome WFOE and Chezhiying WFOE of RMB137,933 and RMB291,685 (US\$42,011) as of December 31, 2015 and 2016, respectively)		<b>2,156,534</b>	<b>2,544,040</b>	<b>366,419</b>
<b>Non-current liabilities:</b>				
Other liabilities	7	32,596	34,977	5,038
Deferred tax liabilities	7	489,910	461,796	66,512
<b>Total non-current liabilities</b> (including non-current liabilities of consolidated VIEs without recourse to Autohome WFOE and Chezhiying WFOE of RMB28,445 and RMB28,531 (US\$4,109) as of December 31, 2015 and 2016, respectively)		<b>522,506</b>	<b>496,773</b>	<b>71,550</b>
<b>Total liabilities</b> (including total liabilities of consolidated VIEs without recourse to Autohome WFOE and Chezhiying WFOE of RMB166,378 and RMB320,216 (US\$46,120) as of December 31, 2015 and 2016, respectively)		<b>2,679,040</b>	<b>3,040,813</b>	<b>437,969</b>
<b>Commitments and contingencies</b>	14			

*The accompanying notes are an integral part of these consolidated financial statements*

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AUTOHOME INC.  
CONSOLIDATED BALANCE SHEETS  
AS OF DECEMBER 31, 2015 AND 2016

(Amounts in thousands of Renminbi (“RMB”) and US dollars (“US\$”) except for number of shares and per share data)

	<u>Note</u>	<u>2015</u>	<u>2016</u>	
		RMB	RMB	US\$
<b>Shareholders' equity:</b>				
Class A ordinary shares (par value of US\$0.01 per share; 99,931,211,060 shares authorized; 51,230,242 and 115,297,224 shares issued and outstanding as of December 31, 2015 and 2016, respectively)	16	3,452	7,784	1,121
Class B ordinary shares (par value of US\$0.01 per share; 68,788,940 shares authorized; 61,824,328 and nil shares issued and outstanding as of December 31, 2015 and 2016, respectively)	16	4,183	—	—
Additional paid-in capital		2,787,103	3,006,152	432,976
Accumulated other comprehensive income		62,753	125,009	18,005
Retained earnings		1,993,545	3,221,459	463,987
<b>Total Autohome Inc. shareholders' equity</b>		<b><u>4,851,036</u></b>	<b><u>6,360,404</u></b>	<b><u>916,089</u></b>
<b>Noncontrolling interests</b>		<b><u>—</u></b>	<b><u>(9,191)</u></b>	<b><u>(1,324)</u></b>
<b>Total equity</b>		<b><u>4,851,036</u></b>	<b><u>6,351,213</u></b>	<b><u>914,765</u></b>
<b>Total liabilities and equity</b>		<b><u>7,530,076</u></b>	<b><u>9,392,026</u></b>	<b><u>1,352,734</u></b>

*The accompanying notes are an integral part of these consolidated financial statements*

AUTOHOME INC.  
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME  
FOR THE YEARS ENDED DECEMBER 31, 2014, 2015 AND 2016  
(Amounts in thousands of Renminbi (“RMB”) and US dollars (“US\$”) except for number of shares and per share data)

	Note	2014 RMB	2015 RMB	2016 RMB	2016 US\$
<b>Net revenues:</b>					
Media services		1,287,437	1,878,397	2,347,626	338,128
Leads generation services		839,778	1,403,892	1,916,445	276,026
Online marketplace		5,734	181,686	1,697,550	244,498
<b>Total net revenues</b>		<b>2,132,949</b>	<b>3,463,975</b>	<b>5,961,621</b>	<b>858,652</b>
Cost of revenues	15	(381,498)	(669,121)	(2,393,165)	(344,687)
<b>Gross profit</b>		<b>1,751,451</b>	<b>2,794,854</b>	<b>3,568,456</b>	<b>513,965</b>
<b>Operating expenses:</b>					
Sales and marketing expenses		(559,070)	(1,127,484)	(1,536,939)	(221,365)
General and administrative expenses		(129,751)	(193,655)	(306,794)	(44,188)
Product development expenses		(158,395)	(273,908)	(571,354)	(82,292)
<b>Operating profit</b>		<b>904,235</b>	<b>1,199,807</b>	<b>1,153,369</b>	<b>166,120</b>
Interest income		34,682	63,218	88,168	12,699
Earnings/(loss) from equity method investments		—	102	(6,638)	(956)
Other income, net		2,544	13,064	13,953	2,010
<b>Income before income taxes</b>		<b>941,461</b>	<b>1,276,191</b>	<b>1,248,852</b>	<b>179,873</b>
Income tax expense	7	(192,781)	(285,542)	(32,629)	(4,700)
<b>Net income</b>		<b>748,680</b>	<b>990,649</b>	<b>1,216,223</b>	<b>175,173</b>
Net loss attributable to noncontrolling interests		—	—	11,691	1,684
<b>Net income attributable to Autohome Inc.</b>		<b>748,680</b>	<b>990,649</b>	<b>1,227,914</b>	<b>176,857</b>
<b>Earnings per share for ordinary shares:</b>					
Basic	18	7.01	8.83	10.75	1.55
Diluted	18	6.64	8.57	10.58	1.52
<b>Weighted average number of shares used to compute earnings per share attributable to Class A and Class B common stockholders:</b>					
Basic	18	106,735,303	112,227,405	114,237,600	114,237,600
Diluted	18	112,831,585	115,646,826	116,036,327	116,036,327
<b>Net income</b>		<b>748,680</b>	<b>990,649</b>	<b>1,216,223</b>	<b>175,173</b>
<b>Other comprehensive income, net of tax of nil</b>					
Foreign currency translation adjustments		3,946	56,821	62,256	8,967
<b>Comprehensive income</b>		<b>752,626</b>	<b>1,047,470</b>	<b>1,278,479</b>	<b>184,140</b>
Comprehensive loss attributable to noncontrolling interests		—	—	11,691	1,684
<b>Comprehensive income attributable to Autohome Inc.</b>		<b>752,626</b>	<b>1,047,470</b>	<b>1,290,170</b>	<b>185,824</b>

*The accompanying notes are an integral part of these consolidated financial statements*

AUTOHOME INC.  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED DECEMBER 31, 2014, 2015 AND 2016  
(Amounts in thousands of Renminbi (“RMB”) and US dollars (“US\$”) except for number of shares and per share data)

	2014	2015	2016	
	RMB	RMB	RMB	US\$
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Net income	748,680	990,649	1,216,223	175,173
<b>Adjustments to reconcile net income to net cash from operating activities:</b>				
Depreciation of property and equipment	35,084	51,337	65,246	9,397
Amortization of intangible assets	6,053	5,247	4,558	656
Loss on disposal of property and equipment	163	570	227	33
Provision for doubtful accounts	42	2,179	2,303	332
(Earnings)/loss from equity method investments	—	(102)	6,638	956
Fair value change of short-term investments	—	—	(5,883)	(847)
Write-down of inventories and prepayment for vehicle purchase cost	—	—	50,190	7,229
Share-based compensation	56,666	107,945	195,393	28,142
Deferred income taxes	5,334	(6,475)	(103,800)	(14,950)
<b>Changes in operating assets and liabilities:</b>				
Accounts receivable	(271,025)	(340,940)	(132,771)	(19,123)
Amounts due from related parties, current	—	(1,645)	(18,806)	(2,709)
Prepaid expenses and other current assets	(60,528)	(264,391)	(77,587)	(11,175)
Inventories	—	(111,667)	4,418	636
Restricted cash	—	(61,091)	51,772	7,457
Amounts due from related parties, non-current	—	—	(809)	(116)
Other non-current assets	(12,936)	(1,965)	(12,090)	(1,741)
Accrued expenses and other payables	201,421	316,714	308,861	44,484
Advance from customers	40,190	(15,316)	48,668	7,010
Notes payable	—	174,943	(143,880)	(20,723)
Deferred revenue	225,557	433,690	139,656	20,115
Income tax payable	54,559	150,210	31,802	4,580
Amounts due to related parties	(534)	23,411	(6,814)	(981)
Other liabilities	(4,983)	8,538	2,381	343
<b>Net cash generated from operating activities</b>	<b>1,023,743</b>	<b>1,461,841</b>	<b>1,625,896</b>	<b>234,178</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Purchase of property and equipment	(42,718)	(89,161)	(88,837)	(12,796)
Proceeds from disposal of property and equipment	1,084	595	539	78
Acquisition of intangible assets	(108)	—	—	—
Purchase of long-term investments	—	(124,000)	(17,000)	(2,449)
Purchase of short-term investments	(2,155,360)	(3,715,074)	(4,212,594)	(606,740)
Maturity of short-term investments	437,585	3,519,983	3,802,986	547,744
<b>Net cash used in investing activities</b>	<b>(1,759,517)</b>	<b>(407,657)</b>	<b>(514,906)</b>	<b>(74,163)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>				
Decrease in restricted cash	245,000	—	—	—
Repayment of short-term debt	(2,358)	—	—	—
Net proceeds from the initial public offering (“IPO”) and follow-on offering of ADSs	603,980	—	—	—
Payments of offering cost for IPO	(11,998)	—	—	—
Payments for repurchase of common stock	(227,015)	—	—	—
Proceeds from exercise of share options	39,787	30,200	25,420	3,661
Capital injection from noncontrolling interests shareholder	—	—	2,500	360
<b>Net cash generated from financing activities</b>	<b>647,396</b>	<b>30,200</b>	<b>27,920</b>	<b>4,021</b>
Effect of exchange rate changes on cash and cash equivalents	4,181	13,847	2,354	340
Net (decrease)/increase in cash and cash equivalents	(84,197)	1,098,231	1,141,264	164,376
Cash and cash equivalents at beginning of year	1,138,613	1,054,416	2,152,647	310,046
<b>Cash and cash equivalents at end of year</b>	<b>1,054,416</b>	<b>2,152,647</b>	<b>3,293,911</b>	<b>474,422</b>
<b>Supplemental disclosures of cash flow information:</b>				
Income taxes paid	137,826	133,265	102,443	14,755
Purchase of fixed assets included in accrued expenses and other payables	10,598	2,612	12,200	1,757

*The accompanying notes are an integral part of these consolidated financial statements*

AUTOHOME INC.  
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY  
FOR THE YEARS ENDED DECEMBER 31, 2014, 2015 AND 2016

(Amounts in thousands of Renminbi ("RMB") and US dollars ("US\$") except for number of shares and per share data)

	Ordinary shares		Additional paid-in capital RMB	Accumulated other comprehensive income RMB	Retained Earnings RMB	Noncontrolling interests RMB	Total Equity RMB
	Shares Number	Amount RMB					
Balance as of January 1, 2014	105,136,436	7,149	1,949,013	1,986	254,216	—	2,212,364
Net income	—	—	—	—	748,680	—	748,680
Other comprehensive income:							
Foreign currency translation adjustments	—	—	—	3,946	—	—	3,946
Issuance of Class A ordinary shares upon completion of the IPO, net of offering costs (Note 16)	2,424,801	149	603,831	—	—	—	603,980
Exercise and vesting of share-based awards	3,040,926	186	39,601	—	—	—	39,787
Share-based compensation	—	—	56,666	—	—	—	56,666
<b>Balance as of December 31, 2014</b>	<b>110,602,163</b>	<b>7,484</b>	<b>2,649,111</b>	<b>5,932</b>	<b>1,002,896</b>	<b>—</b>	<b>3,665,423</b>
Net income	—	—	—	—	990,649	—	990,649
Other comprehensive income:							
Foreign currency translation adjustments	—	—	—	56,821	—	—	56,821
Exercise and vesting of share-based awards	2,452,407	151	30,047	—	—	—	30,198
Share-based compensation	—	—	107,945	—	—	—	107,945
<b>Balance as of December 31, 2015</b>	<b>113,054,570</b>	<b>7,635</b>	<b>2,787,103</b>	<b>62,753</b>	<b>1,993,545</b>	<b>—</b>	<b>4,851,036</b>
Net income / (loss)	—	—	—	—	1,227,914	(11,691)	1,216,223
Other comprehensive income:							
Foreign currency translation adjustments	—	—	—	62,256	—	—	62,256
Capital injection from noncontrolling interests shareholder	—	—	—	—	—	2,500	2,500
Exercise and vesting of share-based awards	2,242,654	149	23,656	—	—	—	23,805
Share-based compensation	—	—	195,393	—	—	—	195,393
<b>Balance as of December 31, 2016</b>	<b>115,297,224</b>	<b>7,784</b>	<b>3,006,152</b>	<b>125,009</b>	<b>3,221,459</b>	<b>(9,191)</b>	<b>6,351,213</b>
<b>Balance as of December 31, 2016, in US\$</b>		<b>1,121</b>	<b>432,976</b>	<b>18,005</b>	<b>463,987</b>	<b>(1,324)</b>	<b>914,765</b>

*The accompanying notes are an integral part of these consolidated financial statements*

AUTOHOME INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands of Renminbi (“RMB”) and US dollars (“US\$”) except for number of shares and per share data)

**1. ORGANIZATION**

Autohome Inc., formerly known as Sequel Limited (the “Company”), was incorporated under the laws of the Cayman Islands on June 23, 2008. Upon incorporation, the Company was 100% owned by Telstra Holdings Pty Ltd. (“Telstra”). On June 27, 2008 (the “Acquisition date”), the Company acquired Cheerbright International Holdings Limited (“Cheerbright”), China Topside Co., Ltd. (“China Topside”), and Norstar Advertising Media Holdings Co., Ltd. (“Norstar”), and their respective wholly foreign-owned enterprises and variable interest entities (“VIEs”). Subsequent to the acquisition, the Company was owned 55% by Telstra, and 45% by the selling shareholders of Cheerbright, China Topside and Norstar. In May 2012, Telstra acquired additional ordinary shares of the Company from other shareholders. In June 2016, Telstra completed the sale of approximately 47.4% of the total issued shares in the Company to Ping An Insurance (Group) Company of China Ltd. (“Ping An”). After the consummation of the sale, Ping An became the Company’s controlling shareholder.

The Company successfully completed its IPO and listing of 8,993,000 American Depositary Shares (“ADSs”) on the New York Stock Exchange in December, 2013, and raised net proceeds of US\$142,590 from the offering. Each ADS represents one ordinary share. Upon the completion of IPO in December, 2013, the Company’s dual-class ordinary share structure came into effect (Note 16). Upon the completion of follow-on offering in November 2014, 2,424,801 ADSs were issued by the Company and 6,964,612 Class B ordinary shares were converted into Class A ordinary shares. The net proceeds from the follow-on offering amounted to US\$97,344 net of issuance cost. Upon the transfer of 47.4% share ownership by Telstra to Ping An in June 2016, all the Class B ordinary shares were converted into Class A ordinary shares. As of December 31, 2016, the Company had ordinary shares outstanding, all comprised of 115,297,224 Class A ordinary shares. Ping An became the Company’s controlling shareholder holding 47.2% of the total equity interest and voting rights, respectively in the Company as of December 31, 2016.

The Company, through its subsidiaries and VIEs (as disclosed in the table below), is engaged in the provision of media services, leads generation services and online marketplace in the People’s Republic of China (the “PRC”).

AUTOHOME INC.  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands of Renminbi (“RMB”) and US dollars (“US\$”) except for number of shares and per share data)

**1. ORGANIZATION (CONTINUED)**

As of December 31, 2016, the Company’s principal subsidiaries and VIEs where Autohome WFOE and Chezhiying WFOE are the primary beneficiaries include the following entities:

<u>Entity</u> <u>Subsidiaries</u>	<u>Date of incorporation or acquisition</u>	<u>Place of incorporation</u>	<u>Percentage of direct ownership by the Company</u>	<u>Principal activities</u>
Cheerbright International Holdings, Limited (“Cheerbright”)	June 13, 2006	British Virgin Islands	100%	Investment holding
Autohome E-commerce Inc.	February 6, 2015	Cayman Islands	100%	Investment holding
Autohome Link Inc.	January 29, 2015	Cayman Islands	100%	Investment holding
Autohome Financing Limited	March 23, 2015	Cayman Islands	100%	Investment holding
Autohome (Hong Kong) Limited (“Autohome HK”)	March 16, 2012	Hong Kong	100%	Provision of online advertising services
Autohome Media Limited (“Autohome Media”, formerly known as Prbrownies Marketing Limited)	October 18, 2013	Hong Kong	100%	Provision of online advertising services
Autohome E-commerce Hong Kong Limited	February 18, 2015	Hong Kong	100%	Provision of information technology services
Autohome Link Hong Kong Limited	February 16, 2015	Hong Kong	100%	Provision of information technology services
Autohome Financing Hong Kong Limited	April 15, 2015	Hong Kong	100%	Provision of financial services
Beijing Cheerbright Technologies Co., Ltd. (“Autohome WFOE”)	September 1, 2006	PRC	100%	Provision of technical and consulting services
Autohome Shanghai Advertising Co., Ltd.	September 29, 2013	PRC	100%	Provision of online advertising services
Beijing Prbrownies Software Co., Ltd. (formerly known as “Beijing Autohome Software Co., Ltd.”)	November 12, 2013	PRC	100%	Provision of information technology services
Beijing Autohome Technologies Co., Ltd.	November 12, 2013	PRC	100%	Provision of information technology services
Beijing Autohome Advertising Co., Ltd.	November 13, 2013	PRC	100%	Provision of online advertising services
Guangzhou Autohome Advertising Co., Ltd.	November 25, 2013	PRC	100%	Provision of online advertising services
Tianjin Autohome Technologies Co., Ltd.	October 20, 2014	PRC	100%	Provision of information technology services
Autohome (Tianjin) Automobile Sales Co., Ltd.	October 20, 2014	PRC	100%	Provision of automobile and component parts sales service



AUTOHOME INC.  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands of Renminbi (“RMB”) and US dollars (“US\$”) except for number of shares and per share data)

**1. ORGANIZATION (CONTINUED)**

<u>Entity</u>	<u>Date of incorporation or acquisition</u>	<u>Place of incorporation</u>	<u>Percentage of direct ownership by the Company</u>	<u>Principal activities</u>
Beijing Chezhiying Technology Co., Ltd. (“Chezhiying WFOE”)	May 26, 2015	PRC	100%	Provision of information technology services
Beijing Chezhiying Software Co., Ltd. (“Chezhiying Software”)	December 9, 2015	PRC	100%	Provision of information technology services
Beijing Kemoshijie Technology Co., Ltd.	September 11, 2015	PRC	100%	Provision of information technology services
Shanghai Baiche Julian Information Technology Co., Ltd.	December 29, 2014	PRC	100%	Provision of information technology services
Beijing Haochezhiya E-commerce Co., Ltd.	April 25, 2016	PRC	75%	Provision of automobile and component parts sales service
Huai’an Prbrownies Software Co., Ltd.	September 13, 2016	PRC	100%	Provision of information technology services
Chengdu Prbrownies Software Co., Ltd.	September 30, 2016	PRC	100%	Provision of information technology services
<b><u>VIEs</u></b>				
Beijing Autohome Information Technology Co., Ltd. (“Autohome Information”)	August 28, 2006	PRC	—	Provision of online advertising and dealer subscription services
Beijing Shengtuo Autohome Advertising Co., Ltd.	September 21, 2010	PRC	—	Provision of online advertising services
Beijing Shengtuo Hongyuan Information Technology Co., Ltd. (“Shengtuo Hongyuan”)	November 8, 2010	PRC	—	Provision of online advertising and dealer subscription services
Beijing Shengtuo Chengshi Advertising Co., Ltd.	November 12, 2010	PRC	—	Provision of online advertising services
Shanghai You Che You Jia Advertising Co., Ltd. (“Shanghai Advertising”)	December 31, 2011	PRC	—	Provision of online advertising services
Guangzhou You Che You Jia Advertising Co., Ltd. (“Guangzhou Advertising”)	May 8, 2012	PRC	—	Provision of online advertising services
Beijing Autohome Used Car Appraisal Co., Ltd.	January 30, 2015	PRC	—	Provision of used car sales and evaluating service
Beijing Autohome Used Car Brokerage Co., Ltd.	June 10, 2015	PRC	—	Provision of used car brokerage service

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**1. ORGANIZATION (CONTINUED)**

The Company, its subsidiaries and VIEs are hereinafter collectively referred to as the “Group”. The Group provides media services, leads generation services and online marketplace through its websites and mobile applications. These services are offered to automakers and dealers, and advertising agencies that represent automakers and dealers in the automobile industry. The Group’s principal geographic market is in the PRC. The Company does not conduct any substantive operations of its own but conducts its primary business operations through its wholly-owned subsidiaries and VIEs in the PRC.

PRC laws and regulations prohibit or restrict foreign ownership of internet content and online advertising businesses. To comply with these foreign ownership restrictions, the Company and its subsidiaries operate websites and provide online advertising services in the PRC through VIEs. The paid-in capital of the VIEs was funded by the Company’s PRC subsidiaries, Autohome WFOE and Chezhiying WFOE, through loans extended to the VIEs’ shareholders (“Nominee Shareholders”). The effective control of the VIEs is held by WFOEs, through a series of contractual agreements (the “Contractual Agreements”). As a result of the Contractual Agreements, the WFOEs maintain the ability to control the VIEs, are entitled to substantially all of the economic benefits from the VIEs and are obligated to absorb all of the VIE’s expected losses.

In September 2016 and March 2017, the then individual nominee shareholders of Shengtuo Hongyuan, Guangzhou Advertising, Autohome Information and Shanghai Advertising, entered into Equity Interest Purchase Agreements and Debt Transfer and Offset Agreements with Min Lu and Haiyun Lei, pursuant to which the then individual nominee shareholders transferred all of their equity interest in each of the entities to Min Lu and Haiyun Lei. In September 2016 and in March 2017, each of Autohome WFOE and Chezhiying WFOE, and each of Shengtuo Hongyuan and its two subsidiaries, Guangzhou Advertising, Autohome Information and its two subsidiaries and Shanghai Advertising, and each of Min Lu and Haiyun Lei, as the individual nominee shareholder of VIEs, entered into contractual agreements.

Despite the lack of technical majority ownership, there exists a parent-subsidiary relationship between the Company and the VIEs through the irrevocable power of attorney agreement, whereby the Nominee Shareholders effectively assigned all of their voting rights underlying their equity interest in the VIEs to the WFOEs. In addition, through the Contractual Agreements the Company demonstrates its ability and intention to continue to exercise the ability to absorb substantially all of the expected losses and majority of the profits of the VIEs through the WFOEs.

Thus, the Company is also considered the primary beneficiary of the VIEs through the WFOEs. As a result of the above, the Company consolidates the VIEs in accordance with SEC Regulation SX-3A-02 and Accounting Standards Codification (“ASC”) 810-10 (“ASC 810-10”) *Consolidation: Overall*.

The following is a summary of the Contractual Agreements:

*Exclusive technical consulting and service agreements*

Pursuant to the exclusive technical consulting and service agreements that have been entered into by the WFOEs and the VIEs, the VIEs have engaged the WFOEs as their exclusive provider of technical support and management consulting services. The VIEs shall pay to the WFOEs service fees calculated based on such VIE’s revenues reduced by its value-added taxes and surcharges, operating expenses and an appropriate amount of retained profit that is determined pursuant to our tax planning strategies and relevant tax laws. The service fees can be adjusted by the WFOEs unilaterally. The WFOEs shall exclusively own any intellectual property arising from the performance of this agreement. This agreement has a 30 year term that can be automatically extended for another 10 years at the option of the WFOEs. The agreement can only be terminated mutually by the parties in writing. During the term of the agreement, the VIEs may not enter into any agreement with third parties for the provision of any technical or management consulting services without prior consent of the WFOEs.

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**1. ORGANIZATION (CONTINUED)**

*Loan agreement*

Pursuant to the loan agreements between the Nominee Shareholders of the VIEs and the WFOEs, the WFOEs granted interest-free loans for the Nominee Shareholders’ contributions to the VIEs. The term of the loan is indefinite until the WFOEs requests repayment. The manner and timing of the repayment shall be at the sole discretion of the WFOEs and at the WFOEs’ option may be in the form of transferring the VIEs’ equity interest to the WFOEs or their designated persons.

*Exclusive equity option agreements*

Pursuant to the exclusive equity option agreements entered into among the Nominee Shareholders of the VIEs, VIEs and the WFOEs, the Nominee Shareholders jointly and severally granted to the WFOEs an option to purchase their equity interests in the VIEs. The purchase price will be offset against the loan repayments under the loan agreements. If the transfer price of the equity interest is greater than the loan amount, the Nominee Shareholders are required to immediately return the received transfer price in excess of the loan amount to the WFOEs or any person designated by the WFOEs. The WFOEs may exercise such option at any time until it has acquired all equity interests of the VIEs or freely transfer the option to any third party and such third party may assume the right and obligations of the option agreement. The exclusive equity option agreements have an indefinite term and will terminate at the earlier of i) the date on which all of the equity interests have been transferred to the WFOEs or any person designated by the WFOEs; or ii) the unilateral termination by the WFOEs.

*Equity interest pledge agreements*

Pursuant to the equity interest pledge agreements entered into between the Nominee Shareholders of the VIEs and the WFOEs, the Nominee Shareholders pledged all of their equity interests in the VIEs to the WFOEs as collateral for all of their payments due to the WFOEs and to secure their obligations under the above agreements. The Nominee Shareholders may not transfer or assign the shares, the rights and obligations in the share pledge agreement or create or permit to create any pledges which may have an adverse effect on the rights or benefits of the VIEs without the WFOE’s preapproval. The WFOE is entitled to transfer or assign in full or in part the shares pledged. In the event of default, the WFOE as the pledgee will be entitled to request immediate repayment of the loan or to dispose of the pledged equity interests through transfer or assignment. There have been no dividends or distributions from inception to date. The equity interest pledge agreements have an indefinite term and will terminate after all the obligations under these agreements have been satisfied in full or the pledged equity interests have been transferred to the WFOEs or their designees.

*Power of attorney agreements*

Pursuant to the power of attorney agreements, Shareholders of the VIEs have given the WFOEs an irrevocable proxy to act on their behalf on all matters pertaining to the VIEs and to exercise all of their rights as shareholders of the VIEs, including the right to attend shareholders’ meetings, to exercise voting rights and to transfer all or a part of his equity interests in the VIEs.

In June 2011, the Contractual Agreements were supplemented with the following terms:

- With respect to the exclusive equity option agreements, in the event of liquidation or dissolution of the VIEs, all assets shall be sold to the WFOEs at the lowest selling price permitted by applicable PRC law, and any proceeds from the transfer and any residual interests in the VIEs shall be remitted to the WFOEs immediately;
- With respect to the exclusive equity option agreements, dividends and distributions are not permitted without the prior consent of the WFOEs, to the extent there is a dividend or distribution, the Nominee Shareholders will remit the amounts in full to the WFOEs immediately;
- With respect to the exclusive technical consulting and service agreements and loan agreements, the WFOEs shall provide the necessary financial support to the VIEs whether or not the VIEs incur any losses, and not request for repayment if the VIEs are unable to do so.

AUTOHOME INC.

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(Amounts in thousands of Renminbi (“RMB”) and US dollars (“US\$”) except for number of shares and per share data)

**1. ORGANIZATION (CONTINUED)**

Risk in relation to the VIE Structure

Internet and advertising related businesses are subject to significant restrictions under current PRC laws and regulations. Specifically, foreign investors are not allowed to own more than a 50% equity interest in any Internet Content Provider (“ICP”) business. In addition, PRC regulations require any foreign entities that invest in the advertising services industry to have at least a two-year track record with a principal business in the advertising industry outside of China.

The Group conducts its operations in China through Contractual Agreements entered into between the WFOEs and VIEs. In 2014, the Group began gradually migrating the advertising service business from the VIEs to the subsidiaries of Autohome Media, a transition that was completed to a substantial extent. If the Company or any of its current or future VIEs or subsidiaries are found in violation of any existing or future laws or regulations, or fail to obtain or maintain any of the required permits or approvals, the relevant PRC regulatory authorities would have broad discretion in dealing with such violations, including levying fines, confiscating the income of Autohome WFOE, Chezhiying WFOE and VIEs, revoking their business licenses or operating licenses, shutting down the Group’s servers or blocking the Group’s websites, discontinuing or placing restrictions or onerous conditions on the Group’s operations, requiring the Group to undergo a costly and disruptive restructuring, restricting the Group’s rights to use the proceeds from this offering to finance the Group’s business and operations in China, or enforcement actions that could be harmful to the Group’s business. Any of these actions could cause significant disruption to the Group’s business operations and severely damage the Group’s reputation, which would in turn materially and adversely affect the Group’s business and results of operations. In addition, if the imposition of any of these penalties causes the Company to lose the rights to direct the actives of VIEs or the Company’s right to receive their economic benefits, the Company would no longer be able to consolidate the VIEs.

In addition, if Shanghai Advertising, Guangzhou Advertising, Autohome Information and its subsidiaries, Shengtuo Hongyuan and its subsidiaries or their shareholders fail to perform their obligations under the Contractual Agreements, the Company may have to incur substantial costs and expend resources to enforce the Company’s rights under the contracts. The Company may have to rely on legal remedies under PRC law, including seeking specific performance or injunctive relief and claiming damages, which may not be effective. All of these Contractual Agreements are governed by PRC law and provide for the resolution of disputes through arbitration in the PRC. Accordingly, these contracts would be interpreted in accordance with PRC law and any disputes would be resolved in accordance with PRC legal procedures. The legal system in PRC is not as developed as in other jurisdictions, such as United States. As a result, uncertainties in the PRC legal system could limit the Company’s ability to enforce these Contractual Agreements. Under PRC law, rulings by arbitrators are final, parties cannot appeal the arbitration results in courts, and prevailing parties may only enforce the arbitration awards in PRC courts through arbitration award recognition proceedings, which would incur additional expenses and delay. In the event the Company is unable to enforce these Contractual Agreements, the Company may not be able to exert effective control over its VIEs, and the Company’s ability to conduct its business may be negatively affected.

Based on the advice of the Company’s PRC legal counsel, the corporate structure and Contractual Agreements of the Company’s VIEs and WFOEs in China are in compliance with all existing PRC laws and regulations. Therefore, in the opinion of management, (i) the ownership structure of the Company and the VIEs are in compliance with existing PRC laws and regulations; (ii) the Contractual Agreements with VIEs and their nominee shareholders are valid and binding, and will not result in any violation of PRC laws or regulations currently in effect; and (iii) the Group’s business operations are in compliance with existing PRC law and regulations in all material respects.

VIEs contributed an aggregate of 69.1%, 7.8% and 5.5% of the consolidated net revenues for the years ended December 31, 2014, 2015 and 2016, respectively after elimination of inter-company transactions. As of December 31, 2015 and 2016, the VIEs accounted for an aggregate of 24.1% and 19.3%, respectively, of the consolidated total assets, and 6.2% and 10.5%, respectively, of the consolidated total liabilities after elimination of inter-company balances.

Relevant PRC laws and regulations restrict the VIE from transferring a portion of its net assets to the Company in the form of loans and advances or cash dividends. Please refer to Note 17 for disclosure of restricted net assets.

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**1. ORGANIZATION (CONTINUED)**

The following table sets forth the assets, liabilities, results of operations and cash flows of the VIEs included in the Company’s consolidated balance sheets, consolidated statements of comprehensive income and consolidated statements of cash flows:

	December 31,		
	2015	2016	
	RMB	RMB	US\$
Current assets	502,938	1,104,831	159,129
Non-current assets	1,618,469	1,597,753	230,124
<b>Total assets</b>	<b>2,121,407</b>	<b>2,702,584</b>	<b>389,253</b>
Accrued expenses and other payables	111,610	191,942	27,644
Advance from customers	10,942	15,452	2,226
Deferred revenue	6,063	40,115	5,778
Income tax payable	6,408	42,746	6,157
Amounts due to related parties	2,910	1,430	206
Inter-company payables	275,061	761,583	109,691
<b>Total current liabilities</b>	<b>412,994</b>	<b>1,053,268</b>	<b>151,702</b>
Other liabilities	19,906	21,131	3,043
Deferred tax liabilities	8,539	7,400	1,066
Total non-current liabilities	28,445	28,531	4,109
<b>Total liabilities</b>	<b>441,439</b>	<b>1,081,799</b>	<b>155,811</b>
<b>Net assets</b>	<b>1,679,968</b>	<b>1,620,785</b>	<b>233,442</b>

	Year ended December 31,			
	2014	2015	2016	
	RMB	RMB	RMB	US\$
Net revenues	1,473,401	271,198	328,618	47,331
Net income/(loss)	57,358	(68,272)	(71,931)	(10,360)

	Year ended December 31,			
	2014	2015	2016	
	RMB	RMB	RMB	US\$
Net cash generated from/(used in) operating activities	102,403	(23,630)	20,337	2,929
Net cash used in investing activities	(33,773)	(73,318)	(33,204)	(4,782)
Net cash generated from financing activities	—	—	—	—

The revenue-producing assets that are held by the VIEs comprise of customer relationships, trademarks, websites, domain names and servers.

The current assets of the VIEs included amounts due from PRC subsidiaries of RMB310,096 and RMB887,932(US\$127,889), as of December 31, 2015 and 2016, respectively, which were eliminated upon consolidation by the Company. The current liabilities of the VIEs included amounts due to PRC subsidiaries of RMB275,061 and RMB761,583(US\$109,691), as of December 31, 2015 and 2016, respectively, which were eliminated upon consolidation by the Company. There was no pledge or collateralization of the VIEs’ assets and the WFOEs have not provided any financial support that they were not previously contractually required to provide to the VIEs. There were no assets of the VIEs that can only be used to settle their own obligations. Creditors of the VIEs have no recourse to the general credit of the WFOEs, which are the primary beneficiaries of the VIEs.

AUTOHOME INC.

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(Amounts in thousands of Renminbi (“RMB”) and US dollars (“US\$”) except for number of shares and per share data)

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**(a) Basis of accounting**

The accompanying consolidated financial statements have been prepared in accordance with U.S. Generally Accepted Accounting Principles (“U.S. GAAP”).

**(b) Principles of Consolidation**

The consolidated financial statements include the financial statements of the Company, its subsidiaries, and the VIEs for which the Company or subsidiaries of the Company are the primary beneficiaries. All significant inter-company transactions and balances between the Company, its subsidiaries, and the VIEs are eliminated upon consolidation. Results of acquired subsidiaries and VIEs are consolidated from the date on which control is transferred to the Company.

**(c) Use of Estimates**

The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the year. Areas where management uses subjective judgment include, but are not limited to, estimating the useful lives of long-lived assets and intangible assets, identifying separate accounting units and estimating rebates related to revenue transactions, assessing the initial valuation of the assets acquired and liabilities assumed in a business combination and the subsequent impairment assessment of long-lived assets, intangible assets and goodwill, long-term investments, determining the provision for accounts receivable, inventories and prepayment for vehicle purchase cost, determining the value-added tax (“VAT”) receivables, accounting for deferred income taxes and accounting for the share-based compensation. Changes in facts and circumstances may result in revised estimates. Actual results could differ from those estimates, and as such, differences may be material to the consolidated financial statements.

**(d) Foreign Currency**

The functional currency of the Company, its Cayman subsidiaries and Cheerbright, is the United States dollar (“US\$”), whereas the functional currency of Hong Kong subsidiaries is the Hong Kong dollar (“HK\$”), and the functional currency of the PRC subsidiaries and VIEs is the Chinese Renminbi (“RMB”) as determined based on the criteria of ASC 830, *Foreign Currency Matters*. The Company uses the RMB as its reporting currency. Transactions denominated in foreign currencies are re-measured into the functional currency at the exchange rates prevailing on the transaction dates. Foreign currency denominated financial assets and liabilities are re-measured at the balance sheet date exchange rate. Exchange gains and losses are included in other income, net in the consolidated statements of comprehensive income.

Assets and liabilities of the Company, its Cayman subsidiaries, Cheerbright and Hong Kong subsidiaries are translated into RMB at fiscal year-end exchange rates. Income and expense items are translated at average exchange rates prevailing during the fiscal year.

**(e) Convenience Translation**

Amounts in United States dollars (“US\$”) are presented for the convenience of the reader and are translated at the noon buying rate of US\$1.00 to RMB6.9430 on December 30, 2016 in the City of New York for cable transfers of RMB as certified for customs purposes by the Federal Reserve Bank of New York. No representation is made that the RMB amounts could have been, or could be, converted into US\$ at such rate.

**(f) Cash and Cash Equivalents**

Cash and cash equivalents consist of cash on hand, demand deposits, time deposits and money market funds placed with banks or other financial institutions which are unrestricted as to withdrawal and use and have original maturities of three months or less.

**(g) Short-term Investments**

Short-term investments represent bank deposits and adjustable-rate financial products with original maturities of greater than 3 months but less than 1 year and are measured at fair value. In accordance with ASC 825, *Financial Instruments*, for adjustable-rate financial products with the interest rate indexed to performance of underlying assets, the Group elected the fair value method at the date of initial recognition and carried these investments at fair value. Changes in the fair value are reflected in the consolidated statements of comprehensive income as interest income.

## AUTOHOME INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands of Renminbi (“RMB”) and US dollars (“US\$”) except for number of shares and per share data)

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)****(h) Restricted Cash**

Restricted cash represents cash pledged to the bank as collateral for the Company’s notes payable.

**(i) Fair Value Measurements of Financial Instruments**

Financial instruments of the Group primarily comprise of cash and cash equivalents, restricted cash, short-term investments, accounts receivable, amounts due from related parties, prepaid expenses and other current assets, other non-current assets, accrued expenses and other payables, notes payable, and amounts due to related parties. The carrying values of these financial instruments approximated their fair values due to the short-term maturity of these instruments.

ASC topic 820 (“ASC 820”), *Fair Value Measurements and Disclosures*, establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value as follows:

Level 1 – Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets

Level 2 – Include other inputs that are directly or indirectly observable in the marketplace

Level 3 – Unobservable inputs which are supported by little or no market activity

ASC 820 describes three main approaches to measuring the fair value of assets and liabilities: (1) market approach; (2) income approach and (3) cost approach. The market approach uses prices and other relevant information generated from market transactions involving identical or comparable assets or liabilities. The income approach uses valuation techniques to convert future amounts to a single present value amount. The measurement is based on the value indicated by current market expectations about those future amounts. The cost approach is based on the amount that would currently be required to replace an asset.

**(j) Accounts Receivable and Allowance for Doubtful Accounts**

Accounts receivable are carried at net realizable value. An allowance for doubtful accounts is recorded in the period when a loss is probable based on an assessment of specific evidence indicating troubled collection, historical experience, accounts aging and other factors. An accounts receivable balance is written off after all collection effort has ceased.

**(k) Inventories, net**

Inventories consist of new vehicles held for sale, stated at the lower of cost or market value. Cost is determined using the specific identification method. The Company’s purchase arrangements with certain automakers entitle the Company to receive a specified amount of cash rebates if certain conditions are met during the stated rebate periods. The Company accounts for these rebates in accordance with ASC 605-50, *Revenue Recognition: Customer Payments and Incentives*. Rebates relating to new vehicles purchased but still held by the Company as of the balance sheet date are recorded as a reduction to cost of inventories while rebates relating to new vehicles purchased and sold during the reporting period are recorded as a reduction to cost of revenues.

Adjustments are recorded to write down the cost of inventory to the estimated market value for slow-moving and damaged goods, which is dependent upon factors such as inventory aging, historical and forecasted consumer demand, and promotional environment. Write-downs are recorded in cost of revenues in the consolidated statements of comprehensive income.

**(l) Property and Equipment**

Property and equipment are stated at cost and are depreciated using the straight-line method over the estimated useful lives of the assets, as follows:

<u>Category</u>	<u>Estimated useful life</u>
Electronic equipment	3 – 5 years
Office equipment	3 – 5 years
Motor vehicles	4 – 5 years
Purchased and internally-developed software	3 – 5 years
Leasehold improvements	Shorter of lease term or the estimated useful lives of the assets

## AUTOHOME INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

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**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Repair and maintenance costs are charged to expense as incurred, whereas the costs of betterments that extend the useful life of property and equipment are capitalized as additions to the related assets. Retirements, sale and disposals of assets are recorded by removing the cost and accumulated depreciation with any resulting gain or loss reflected in the consolidated statements of comprehensive income.

**(m) Intangible Assets**

Intangible assets are carried at cost less accumulated amortization and any recorded impairment. Intangible assets acquired in a business combination were recognized initially at fair value at the date of acquisition. Intangible assets with finite useful lives are amortized using a straight-line method of amortization that reflects the estimated pattern in which the economic benefits of the intangible asset are to be consumed. The estimated useful life for the intangible assets is as follows:

<u>Category</u>	<u>Estimated useful life</u>
Trademark	3-15 years
Customer relationship	5 years
Websites	4 years
Domain names	4 years
Licensing agreements	1.75 years

**(n) Long-term Investments**

The Company’s long-term investments consist of equity method investments. Investments in entities in which the Company can exercise significant influence and holds an investment in voting common stock or in-substance common stock (or both) of the investee but does not own a majority equity interest or control are accounted for using the equity method of accounting in accordance with ASC topic 323 (“ASC 323”), *Investments-Equity Method and Joint Ventures*. Under the equity method, the Company initially records its investments at cost. The Company subsequently adjusts the carrying amount of the investments to recognize the Company’s proportionate share of each equity investee’s net income or loss into earnings after the date of investments. The Company evaluates the equity method investments for impairment under ASC 323. An impairment loss on the equity method investments is recognized in earnings when the decline in value is determined to be other-than-temporary.

**(o) Goodwill**

Goodwill represents the excess of the purchase price over the amounts assigned to the fair value of the assets acquired and the liabilities assumed of an acquired business. The Group’s goodwill at December 31, 2015 and 2016 were related to its acquisition of Cheerbright, China Topside and Norstar. In accordance with ASC 350, *Goodwill and Other Intangible Assets*, recorded goodwill amounts are not amortized, but rather are tested for impairment annually or more frequently if there are indicators of impairment present.

Goodwill is tested for impairment at the reporting unit level on an annual basis (December 31 for the Company) and between annual tests if an event occurs or circumstances change that would more-likely-than-not reduce the fair value of a reporting unit below its carrying value. These events or circumstances include a significant change in stock prices, business environment, legal factors, financial performances, competition, or events affecting the reporting unit. Application of the goodwill impairment test requires judgment, including the identification of reporting units, assignment of assets and liabilities to reporting units, assignment of goodwill to reporting units, and determination of the fair value of each reporting unit. The estimation of fair value of reporting unit using a discounted cash flow methodology also requires significant judgments, including estimation of future cash flows, which is dependent on internal forecasts, estimation of the long-term rate of growth for the Company’s business, estimation of the useful life over which cash flows will occur, and determination of the Company’s weighted average cost of capital. The estimates used to calculate the fair value of a reporting unit change from year to year based on operating results and market conditions. Changes in these estimates and assumptions could materially affect the determination of fair value and goodwill impairment for the reporting unit.

Management has determined that the Group represents the lowest level within the entity at which goodwill is monitored for internal management purposes. Management evaluated the recoverability of goodwill by performing a qualitative assessment before using a two-step impairment test approach at the reporting unit level. Based on an assessment of the qualitative factors, management determined that it is more-likely-than-not that the fair value of the reporting unit is in excess of its carrying amount. Therefore, management concluded that it was not necessary to proceed to the two-step goodwill impairment test. No impairment loss was recorded for any of the years presented.



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**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

If the Group reorganizes its reporting structure in a manner that changes the composition of one or more of its reporting units, goodwill is reassigned based on the relative fair value of each of the affected reporting units.

**(p) Impairment of Long-Lived Assets and Intangibles**

The Group evaluates its long-lived assets or asset group, including intangible assets with finite lives, for impairment whenever events or changes in circumstances (such as a significant adverse change to market conditions that will impact the future use of the assets) indicate that the carrying amount of an asset or a group of long-lived assets may not be recoverable. When these events occur, the Group evaluates impairment by comparing the carrying amount of the assets to future undiscounted net cash flows expected to result from the use of the assets and their eventual disposition. If the sum of the expected undiscounted cash flow is less than the carrying amount of the assets, the Group would recognize an impairment loss based on the excess of the carrying amount of the asset group over its fair value. No impairment charge was recorded for any of the years presented.

**(q) Revenue Recognition**

The Group’s revenue is derived from media services, leads generation services and online marketplace. Revenue is recognized only when the price is fixed or determinable, persuasive evidence of an arrangement exists, the service is performed and collectability of the related fee is reasonably assured based on the guidance in ASC 605, *Revenue Recognition*.

Contracts are signed to establish significant terms such as the price and services to be provided. The Group considers the price for its services to be fixed and determinable when the Group and its customers have signed the contracts. The Group assesses the creditworthiness of its customers prior to signing the contracts to ensure collectability is reasonably assured. Non-refundable payments received before all of the relevant criteria for revenue recognition are satisfied and are to be recognized ratably over a period are recorded as deferred revenue.

Starting 2016, in order to better present the business, the Group changed its revenue reporting lines into media services, leads generation services and online marketplace, from advertising services and dealer subscription services, with the comparative figures for the years ended December 31, 2014 and 2015 revised accordingly.

*Media services*

Media services revenues mainly includes revenues from automaker advertising services and regional marketing campaigns conducted by certain automobile brands’ regional offices. The majority of the Group’s online advertising service arrangements involve multiple deliverables such as banner advertisements, links and logos, other media insertions and promotional activities that are delivered over different periods of time.

In determining its best estimated selling price for each deliverable, the Group considered its overall pricing model and objectives, as well as market or competitive conditions that may impact the price at which the Group would transact if the deliverable were sold regularly on a standalone basis. The Group monitors the conditions that affect its determination of selling price for each deliverable and reassesses such estimates periodically. Revenue is recognized ratably when the advertisements are published over the stated display period in the case of websites and mobile applications or when the services have been rendered in the case of promotional activities. The amount recognized is limited to the amount that is not contingent upon the delivery of additional deliverables or meeting other specified performance conditions.

*Leads generation services*

Leads generation services primarily includes revenues from (i) dealer subscription services, (ii) advertising services sold to individual dealer advertisers, and other value-added services. Under the dealer subscription services, the Group makes available throughout the subscription period a webpage linked to its websites where the dealers can publish information such as the pricing of their products, locations and addresses and other related information. Revenue is recognized ratably as services are provided over the subscription period.

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**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

*Online marketplace*

Online marketplace revenues mainly includes revenues from the new vehicle transaction business, which is composed of direct vehicle sales and commission-based services facilitating transactions on the Autohome Mall platform and other platform-based service fee. For direct vehicle sales, the Company recognizes revenue on a gross basis as it acts as the principal, is the primary obligor of the sales arrangements and is subject to inventory risk. Revenue from direct vehicle sales are recognized when a sales contract has been executed and the vehicle has been delivered. Under the commission-based service arrangements, the Company earns commission for the new vehicle transactions facilitated through the Autohome Mall platform. Commission revenue is recognized after the vehicles are delivered to customers.

*Rebates and cash incentives provided to customers*

The Group provides rebates to agency companies based on cumulative annual advertising and service volume or surrounding occasional activities. The Group estimates its obligations under such agreements based on an evaluation of the likelihood of the agency companies’ achievement of the advertising and service volume targets, giving consideration to the actual activity during the incentive period and, as appropriate, evaluation of the agency companies’ purchase trends and history.

The Group also provides cash incentives to automakers and dealers who participated in various incentive programs on the Group’s online transaction platform. The cash incentives are accounted for as a reduction of revenue in accordance with ASC 605-50, “*Revenue Recognition: Customer Payments and Incentives*”. However, for the cash incentives not within the scope of ASC 605-50 and provided to the end users for the promotional purpose, they are recognized as expense.

The Group has estimated and recorded rebates and cash incentives to agency companies, dealers and automakers cumulatively amounting to RMB395,175, RMB578,548 and RMB653,481 (US\$94,121) for the years ended December 31, 2014, 2015 and 2016, as a reduction of revenue, respectively.

**(r) Cost of Revenues**

Cost of revenues consist primarily of bandwidth and internet data center fees, depreciation of the Group’s long-lived assets, amortization of acquired intangible assets, VAT and surcharges, content-related costs, cost of sales and write-downs of inventories and prepayment for vehicle purchase cost. Content-related costs primarily comprise of salaries and benefits for employees directly involved in revenue generation activities and other overhead expenses directly attributable to the provision of the media services, leads generation services and online marketplace. Cost of sales include vehicle purchase cost and other directly attributable costs. Rebates relating to new vehicles purchased and sold during the reporting period are recorded as a reduction to cost of revenues.

The Group’s business is subject to VAT, surcharges and cultural construction fees levied on advertising related sales in China. Pursuant to ASC 605-45, *Revenue Recognition—Principal Agent Considerations*, the group elected to present VAT, surcharges and cultural construction fees as cost of revenues on the consolidated statements of comprehensive income. For the years ended December 31, 2014, 2015 and 2016, the Company’s PRC subsidiaries and its VIEs excluding Beijing Prbrownies Software Co., Ltd. and Chengdu Prbrownies Software Co., Ltd. are subject to a 6% VAT for the media services and leads generation services provided and 17% for the direct vehicle sales under online marketplace. For Beijing Prbrownies Software Co., Ltd. and Chengdu Prbrownies Software Co., Ltd., they are entitled to 17% VAT for the dealer subscription services under leads generation services. Since November 2014 and December 2016, respectively, Beijing Prbrownies Software Co., Ltd. and Chengdu Prbrownies Software Co., Ltd. were entitled to a 14% VAT refund on the total VAT payable at the rate of 17% after registration of its software resolutions with the relevant authority.

**(s) Advertising Expenditures**

Advertising expenditures which amounted to RMB266,942, RMB533,632 and RMB756,073 (US\$108,897) for the years ended December 31, 2014, 2015 and 2016, respectively, are expensed as incurred and are included in sales and marketing expenses.

**(t) Product Development Expenses**

Product development expenses consist primarily of employee costs related to personnel involved in the development and enhancement of the Group’s service offerings on its websites and mobile applications. The Group recognizes these costs as expenses when incurred, unless they result in significant additional functionality, in which case they are capitalized.

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**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

The Group capitalized certain internally-developed software development costs in accordance with ASC subtopic 350-40 (“ASC 350-40”), *Intangibles-Goodwill and Other: Internal-Use Software*, amounting to nil, RMB1,326 and RMB6,126 (US\$882) for the years ended December 31, 2014, 2015 and 2016, respectively. The Company capitalizes certain costs relating to software acquired, developed, or modified solely to meet the Company’s internal requirements and for which there are no substantive plans to market the software. These costs mainly includes salaries and benefits for employees who are directly associated with and who devote time to the internal-use software projects during the application development stage. Capitalized internal-use software costs are included in “Property and equipment, net”. The amortization expense for capitalized software costs amounted to nil, RMB93 and RMB1,227 (US\$177) for the years ended December 31, 2014, 2015 and 2016, respectively. The unamortized amount of capitalized internal use software development costs was RMB1,233 and RMB6,132 (US\$883) as of December 31, 2015 and 2016, respectively.

**(u) Leases**

Leases are classified at the inception date as either a capital lease or an operating lease. The Group assesses a lease to be a capital lease if any of the following conditions exist: a) ownership is transferred to the lessee by the end of the lease term, b) there is a bargain purchase option, c) the lease term is at least 75% of the property’s estimated remaining economic life or d) the present value of the minimum lease payments at the beginning of the lease term is 90% or more of the fair value of the leased property to the lessor at the inception date. A capital lease is accounted for as if there was an acquisition of an asset and an incurrence of an obligation at the inception of the lease. The Group has no capital leases for the years presented.

All other leases are accounted for as operating leases wherein rental payments are expensed on a straight-line basis over the periods of their respective lease terms. The Group leases office space and employee accommodation under operating lease agreements. Certain of the lease agreements contain rent holidays. Rent holidays are considered in determining the straight-line rental expense to be recorded over the lease term. The lease term begins on the date of initial possession of the lease property for purposes of recognizing lease expense on straight-line basis over the term of the lease.

**(v) Notes payable**

Notes payable represents short-term bank acceptance notes issued by financial institutions that entitle the holder to receive the stated amount from the financial institutions at the maturity date of the notes. The Group has utilized notes payable to settle amounts owed to the automakers.

**(w) Income Taxes**

The Group accounts for income taxes using the liability method. Under this method, deferred tax assets and liabilities are determined based on the difference between the financial reporting and tax bases of assets and liabilities using enacted tax rates that will be in effect in the period in which the differences are expected to reverse. The Group records a valuation allowance against deferred tax assets if, based on the weight of available evidence, it is more-likely-than-not that some portion, or all, of the deferred tax assets will not be realized. The effect on deferred taxes of a change in tax rates is recognized in income in the period that includes the enactment date.

The Group applies ASC 740, *Accounting for Income Taxes*, to account for uncertainty in income taxes. ASC 740 prescribes a recognition threshold a tax position is required to meet before being recognized in the financial statements. The Group has recorded unrecognized tax benefits in the other liabilities line item in the accompanying consolidated balance sheets. The Group has elected to classify interest and penalties related to unrecognized tax benefits, if and when required, as part of “income tax expense”, in the consolidated statements of comprehensive income.

The Group’s estimated liability for unrecognized tax benefits and the related interest and penalties are periodically assessed for adequacy and may be affected by changing interpretations of laws, rulings by tax authorities, changes and/or developments with respect to tax audits, and expiration of the statute of limitations. The actual benefits ultimately realized may differ from the Group’s estimates. As each audit is concluded, adjustments, if any, are recorded in the Company’s consolidated financial statements. Additionally, in future periods, changes in facts and circumstances, and new information may require the Group to adjust the recognition and measurement estimates with regard to individual tax positions. Changes in recognition and measurement estimates are recognized in the period in which they occur.

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**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**(x) Earnings Per Share**

Earnings per share are calculated in accordance with ASC 260-10, *Earnings per Share: Overall*. Basic earnings per share are computed by dividing net income attributable to holders of ordinary shares by the weighted average number of ordinary shares outstanding during the year using the two-class method. Under the two-class method, net income is allocated between the Class A and Class B ordinary shares based on their participating rights in undistributed earnings as if all the earnings for the reporting period had been distributed.

Diluted earnings per ordinary share reflects the potential dilution that could occur if securities to issue ordinary shares were exercised. The dilutive effect of outstanding share-based awards is reflected in the diluted earnings per share by application of the treasury stock method. The computation of the dilutive net income per share of Class A ordinary share assumes the conversion of Class B ordinary shares, while the diluted income per share of Class B ordinary share does not assume the conversion of those shares.

The participating rights (liquidation and dividend rights) of the holders of the Company’s Class A and Class B ordinary shares are identical, except with respect to voting and conversion. As a result, and in accordance with ASC 260, the undistributed income for each year is allocated based on the contractual participating rights of the Class A and Class B ordinary shares as if the income for the year had been distributed. As the participating rights are identical, the undistributed income is allocated on a proportionate basis.

**(y) Comprehensive Income**

Comprehensive income is defined to include all changes in shareholders’ equity except those resulting from investments by owners and distributions to owners. Among other disclosures, ASC 220-10, *Comprehensive Income: Overall* requires that all items that are required to be recognized under current accounting standards as components of comprehensive income be reported in a financial statement that is displayed with the same prominence as other financial statements. For each of the periods presented, the Company’s comprehensive income includes foreign currency translation adjustments and is presented in the consolidated statement of comprehensive income. There have been no reclassifications out of accumulated other comprehensive income to net income for the years presented.

**(z) Noncontrolling interests**

Noncontrolling interests are recognized to reflect the portion of the equity of majority-owned subsidiary which is not attributable, directly or indirectly, to the controlling shareholder. Non-controlling interests are classified as a separate line item in the equity section of the Group’s consolidated balance sheets and have been separately disclosed in the Group’s consolidated statements of comprehensive income to distinguish the interests from that of the Company.

**(aa) Segment Reporting**

In accordance with ASC 280-10, *Segment Reporting: Overall*, the Group’s chief operating decision maker has been identified as the Chief Executive Officer who reviews the consolidated results of operations when making decisions about allocating resources and assessing performance of the Group as a whole; hence, the Group has only one operating segment. The Group does not distinguish between markets or segments for the purpose of internal reporting. As the Group’s long-lived assets and revenue are substantially located in and derived from the PRC, no geographical segments are presented.

**(bb) Employee Benefits**

The full-time employees of the Company’s PRC subsidiaries and VIEs are entitled to staff welfare benefits including medical care, housing fund, pension benefits and unemployment insurance, which are governmental mandated defined contribution plans. These entities are required to accrue for these benefits based on certain percentages of the employees’ respective salaries, subject to certain ceilings, in accordance with the relevant PRC regulations, and make cash contributions to the state-sponsored plans out of the amounts accrued. The total expenses for the employee benefits plans were RMB61,532, RMB134,125 and RMB214,596 (US\$30,908) for the years ended December 31, 2014, 2015 and 2016, respectively.

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## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

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**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)****(cc) Share-based Compensation**

Share-based awards granted to employees are accounted for under ASC 718, *Compensation—Stock Compensation*, which requires that share-based awards granted to employees be measured based on the grant date fair value and recognized as compensation expense over the requisite service period (which is generally the vesting period) in the consolidated statements of comprehensive income. The Company has elected to recognize compensation expense using the straight-line method for all share-based awards granted with service conditions that have a graded vesting schedule. ASC 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from initial estimates.

Forfeiture rates are estimated based on historical and future expectations of employee turnover rates and are adjusted to reflect future changes in circumstances and facts, if any. Share-based compensation expense is recorded net of estimated forfeitures such that expense is recorded only for those share-based awards that are expected to vest. To the extent the Company revises these estimates in the future, the share-based payments could be materially impacted in the period of revision, as well as in following periods. The Company, with the assistance of an independent third-party valuation firm, determined the fair value of the stock options granted to employees. The binomial option pricing model was applied in determining the estimated fair value of the options granted to employees. Subsequent to the IPO, fair value of the ordinary shares is the price of the Company’s publicly traded shares.

The Company accounts for a change in any of the terms or conditions of share-based awards as a modification in accordance with ASC subtopic 718-20, *Compensation-Stock Compensation: Awards Classified as Equity*, whereby the incremental fair value, if any, of a modified award, is recorded as compensation cost on the date of modification for vested awards or over the remaining vesting period for unvested awards. The incremental compensation cost is the excess of the fair value of the modified award on the date of modification over the fair value of the original award immediately before the modification.

**(dd) Government Grants**

Government grants primarily represent tax refunds for operating a business in certain jurisdictions and fulfilment of specified tax payment obligations, and subsidies. These grants are not subject to any specific requirements and are recorded when received in “other income, net” in the Company’s consolidated statements of comprehensive income. For the years ended December 31, 2014, 2015 and 2016, RMB2,984, RMB11,281 and RMB12,576 (US\$1,811) of government grants were recorded as other income, net.

**(ee) Recent Accounting Pronouncements**

In July 2015, the FASB issued ASU No. 2015-11, *Simplifying the Measurement of Inventory* (“ASU 2015-11”). The amendments in this update simplify the measurement of inventory. ASU 2015-11 states that an entity should measure inventory at the lower of cost and net realizable value. The amendments in ASU 2015-11 are effective for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years. The amendments in ASU 2015-11 should be applied prospectively with earlier application permitted as of the beginning of an interim or annual reporting period. The adoption of the guidance is not expected to have significant impact on the Company’s consolidated financial statements.

In August 2015, the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers-Deferral of the effective date* (“ASU 2015-14”). The amendments in ASU 2015-14 defer the effective date of ASU No. 2014-09, *Revenue from Contracts with Customers* issued in May 2014. Further in 2016, as a clarification of the new revenue guidance, the FASB issued ASU No. 2016-08, *Revenue from Contracts with Customers—Principal versus Agent Considerations (Reporting Revenue Gross versus Net)* (“ASU 2016-08”), ASU No. 2016-10, *Revenue from Contracts with Customers—Identifying Performance Obligations and Licensing* (“ASU 2016-10”), ASU No. 2016-12, *Revenue from Contracts with Customers—Narrow-Scope Improvements and Practical Expedients* (“ASU 2016-12”), and ASU No. 2016-20, *Technical Corrections and Improvements to Topic 606, Revenue from Contracts with Customers* (“ASU 2016-20”). The amendments in ASU 2016-08, ASU 2016-10, ASU 2016-12 and ASU 2016-20 do not change the core principle of the guidance. All the above amendments regarding the new revenue guidance are effective for annual reporting periods beginning after December 15, 2017, including interim reporting periods within that reporting period. Earlier application is permitted only as of annual reporting periods beginning after December 15, 2016, including interim reporting periods within that reporting period. The Company will apply the new revenue guidance beginning January 1, 2018 and will not early adopt. The Company has set up a revenue project team and is in the process of evaluating the contracts of each revenue stream to determine the impact on the Company’s consolidated financial statements. The Company plans to continue the evaluation, analysis, and documentation of its adoption of ASU 2014-09 (including those subsequently issued updates that clarify ASU 2014-09’s provisions) throughout 2017 and finalize determination of the impact that the adoption will have on its consolidated financial statements under the new standard.

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**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

***(ee) Recent Accounting Pronouncements (Continued)***

In November 2015, the FASB issued ASU No. 2015-17, *Income Taxes-Balance Sheet Classification of Deferred Taxes* (“ASU 2015-17”). The amendments in this update simplify the presentation of deferred income taxes. ASU 2015-17 requires that deferred tax liabilities and assets be classified as noncurrent in a classified statement of financial position. The amendments in ASU 2015-17 are effective for fiscal years beginning after December 15, 2016 including interim periods within those fiscal years. Earlier application is permitted for all entities as of the beginning of an interim or annual reporting period. The amendments in this Update may be applied either prospectively to all deferred tax liabilities and assets or retrospectively to all periods presented. The Company will adopt the guidance on a retrospective basis starting from the first quarter of 2017 and present all the deferred tax assets and liabilities as non-current items on the Company’s consolidated balance sheets, including comparative periods.

In February 2016, the FASB issued ASU No. 2016-02, *Leases* (“ASU 2016-02”). Under the new provisions, all lessees will report a right-of-use asset and a liability for the obligation to make payments for all leases with the exception of those leases with a term of 12 months or less. All other leases will fall into one of two categories: (i) financing leases, similar to capital leases, which will require the recognition of an asset and liability, measured at the present value of the lease payments and (ii) operating leases which will require the recognition of an asset and liability measured at the present value of the lease payments. Lessor accounting remains substantially unchanged with the exception that no leases entered into after the effective date will be classified as leveraged leases. For sale leaseback transactions, the sale will only be recognized if the criteria in the new revenue recognition standard are met. It is expected to be effective for fiscal years and interim periods beginning after December 15, 2018 for public entities. Early application is permitted. The Company is currently evaluating the impact of adopting this guidance.

In March 2016, the FASB issued ASU No. 2016-09, *Compensation—Stock Compensation: Improvements to Employee Share-Based Payment Accounting* (“ASU 2016-09”). The amendments in ASU 2016-09 simplify the several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, forfeitures, and classification on the statement of cash flows. The amendments in ASU 2016-09 are effective for annual periods beginning after December 15, 2016, and interim periods within those annual periods. The adoption of the guidance is not expected to have significant impact on the Company’s consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows: Classification of Certain Cash Receipts and Cash Payments* (“ASU 2016-15”). The amendments in ASU 2016-15 address eight specific cash flow issues with the objective of reducing the existing diversity in practice. The amendments in ASU 2016-15 are effective for annual periods beginning after December 15, 2017, and interim periods within those annual periods. The adoption of the guidance is not expected to have significant impact on the Company’s consolidated financial statements.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 320): Restricted Cash* (“ASU 2016-18”). The amendments in ASU 2016-18 require that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The amendments in ASU 2016-18 are effective for annual periods beginning after December 15, 2017, and interim periods within those annual periods. The adoption of the guidance is not expected to have significant impact on the Company’s consolidated financial statements.

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**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**(ff) Concentration of Risk**

*Credit risk*

Financial instruments that potentially subject the Group to significant concentrations of credit risk consist primarily of cash and cash equivalents, restricted cash, short-term investments and accounts receivable. As of December 31, 2015 and 2016, cash and cash equivalents, restricted cash and short-term investments altogether amounting to RMB4,169,053 and RMB5,733,321 (US\$825,770), respectively, were deposited with various major reputable financial institutions located in the PRC and international financial institutions outside of the PRC. Management believes that these financial institutions are of high credit quality and continually monitors the creditworthiness of these financial institutions. Historically, deposits in Chinese banks are secure due to the state policy on protecting depositors’ interests. However, China promulgated a new Bankruptcy Law in August 2006 that came into effect on June 1, 2007, which contains a separate article expressly stating that the State Council may promulgate implementation measures for the bankruptcy of Chinese banks based on the Bankruptcy Law. Under the new Bankruptcy Law, a Chinese bank may go into bankruptcy. In the event of bankruptcy of one of the banks which holds the Group’s deposits, it is unlikely to claim its deposits back in full since it is unlikely to be classified as a secured creditor based on PRC laws. The Group continues to monitor the financial strength of these financial institutions.

Accounts receivable are typically unsecured and derived from revenue earned from customers in the PRC, which are exposed to credit risk. The risk is mitigated by the Group’s assessment of its customers’ creditworthiness and its ongoing monitoring process of outstanding balances. The Group maintains reserves for estimated credit losses and these losses have generally been within expectations. There were both two customers that individually represented greater than 10% of the total accounts receivable as of December 31, 2015 and 2016.

*Business, customer, political, social and economic risks*

The Group participates in a dynamic high technology industry and believes that changes in any of the following areas could have a material adverse effect on the Group’s future financial position, results of operations or cash flows; changes in the overall demand for services and products; changes in business offerings; competitive pressures due to new entrants; acceptance of the Internet as an effective marketing platform by China’s automotive industry; changes in certain strategic relationships or customer relationships; growth in China’s automotive industry, regulatory considerations; and risks associated with the Group’s ability to attract and retain employees necessary to support its growth.

There were no customers that individually represented greater than 10% of the total net revenues for the years ended December 31, 2014, 2015 and 2016, respectively.

*Currency convertibility risk*

The Group transacts substantially all its business in RMB, which is not freely convertible into foreign currencies. On January 1, 1994, the PRC government abolished the dual-rate system and introduced a single rate of exchange as quoted daily by the People’s Bank of China (the “PBOC”). However, the unification of the exchange rates does not imply that the RMB may be readily convertible into US\$ or other foreign currencies. All foreign exchange transactions continue to take place either through the PBOC or other banks authorized to buy and sell foreign currencies at the exchange rates quoted by the PBOC. Approval of foreign currency payments by the PBOC or other institutions requires submitting a payment application form together with suppliers’ invoices, shipping documents and signed contracts.

As of December 31, 2016, cash and cash equivalents, restricted cash and short-term investments in PRC were held by PRC subsidiaries and the VIEs. Cash and cash equivalents, restricted cash and short-term investments of PRC subsidiaries and VIEs are all denominated in RMB and altogether amounted to RMB4,746,982 (US\$683,708) and RMB58,123 (US\$8,371), respectively. Cash distributed outside of the PRC by PRC subsidiaries and the VIEs may be subject to PRC dividend withholding tax.

*Foreign Currency exchange rate risk*

Since July 21, 2005, the RMB was permitted to fluctuate within a narrow and managed band against a basket of certain foreign currencies. There was depreciation of 2.4%, 4.2% and 6.7% in the year ended December 31, 2014, 2015 and 2016, respectively. A significant depreciation of the RMB against the U.S. dollar may significantly reduce the U.S. dollar equivalent of the Company’s earnings, which in turn could adversely affect the price of the Company’s ADSs.

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**3. FAIR VALUE MEASUREMENT**

Assets measured at fair value on a recurring basis are summarized below:

	Fair Value Measurement at December 31, 2016 Using			Fair Value at December 31, 2016	
	Quoted Prices in Active Market for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable inputs (Level 3)	RMB	US\$
	RMB	RMB	RMB		
Cash equivalents					
Time deposits	—	2,099,200	—	2,099,200	302,348
Money market fund	225,848	—	—	225,848	32,529
Restricted cash	—	9,319	—	9,319	1,342
Short-term investments					
Term deposits	—	1,804,208	—	1,804,208	259,860
Adjustable-rate financial products	—	625,883	—	625,883	90,146
	<u>225,848</u>	<u>4,538,610</u>	<u>—</u>	<u>4,764,458</u>	<u>686,225</u>

	Fair Value Measurement at December 31, 2015 Using			Fair Value at December 31, 2015	
	Quoted Prices in Active Market for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable inputs (Level 3)	RMB	
	RMB	RMB	RMB		
Cash equivalents					
Time deposits	—	97,404	—		97,404
Restricted cash	—	61,091	—		61,091
Short-term investments					
Term deposits	—	1,955,315	—		1,955,315
	<u>—</u>	<u>2,113,810</u>	<u>—</u>		<u>2,113,810</u>

**Other financial instruments**

The followings are other financial instruments not measured at fair value in the consolidated balance sheets, but for which the fair value is estimated for disclosure purposes.

Financial assets including accounts receivable, amounts due from related parties, prepaid expenses and other current assets, and other non-current assets are not measured at fair value in the consolidated balance sheets, and the carrying values approximated fair value due to their short-term maturity. Financial liabilities including notes payable, accrued expense and other payables, and amounts due to related parties are also not measured at fair value in the consolidated balance sheets, and the carrying values approximated fair value due to their short-term maturity.

**Assets and liabilities measured at fair value on a nonrecurring basis**

The Group measures certain assets, including long-term investments, goodwill and intangible assets, at fair value on a nonrecurring basis when they are deemed to be impaired (Level 3). The fair values of these assets are determined based on valuation techniques using the best information available, and may include management judgments, future performance projections, etc. An impairment charge to these investments is recorded when the cost of the investment exceeds its fair value and this condition is determined to be other-than-temporary.



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**4. ACCOUNTS RECEIVABLE, NET**

Accounts receivable and allowance for doubtful accounts consist of the following:

	December 31,		
	2015	2016	
	RMB	RMB	US\$
Accounts receivable	1,077,771	1,206,436	173,763
Allowance for doubtful accounts	(2,315)	(512)	(74)
<b>Total</b>	<b>1,075,456</b>	<b>1,205,924</b>	<b>173,689</b>

As of December 31, 2015 and 2016, all accounts receivable were due from third party customers.

An analysis of the allowance for doubtful accounts is as follows:

	December 31,		
	2015	2016	
	RMB	RMB	US\$
Beginning balance	335	2,315	333
Additions charged to bad debt expense	2,621	2,792	402
Reversal	(442)	(489)	(70)
Write off	(199)	(4,106)	(591)
<b>Ending balance</b>	<b>2,315</b>	<b>512</b>	<b>74</b>

The Group recognized additions to allowance for doubtful accounts amounting to RMB42, RMB2,179 and RMB2,303 (US\$332) within general and administrative expenses, for the years ended December 31, 2014, 2015 and 2016, respectively.

**5. INVENTORIES, NET**

Inventories consist of new vehicles held for sale amounting to RMB111,667 and RMB95,617 (US\$13,772), net of write-down of nil and RMB9,201 (US\$1,325) as of December 31, 2015 and 2016, respectively.

**6. PREPAID EXPENSES AND OTHER CURRENT ASSETS**

Prepaid expenses and other current assets consist of the following:

	December 31,		
	2015	2016	
	RMB	RMB	US\$
Prepayments	272,859	317,262	45,695
Rental deposits	10,051	1,494	215
Interest receivable	9,944	11,690	1,684
Staff advances	6,529	7,712	1,111
Receivables from third-party payment platform	4,598	12,327	1,775
Other receivables	34,696	26,734	3,851
<b>Total</b>	<b>338,677</b>	<b>377,219</b>	<b>54,331</b>

Prepayments primarily include prepaid purchase cost for new vehicles, prepaid VAT and surcharges and prepaid service fee. As of December 31, 2015 and 2016, prepaid purchase cost for new vehicles were RMB191,341 and RMB226,419 (US\$32,611), respectively.

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**7. TAXATION**

**Enterprise income tax**

*Cayman Islands*

The Company is incorporated in the Cayman Islands and conducts substantially all of its business through its PRC subsidiaries and VIEs. Under the current laws of the Cayman Islands, the Company is not subject to tax on income or capital gains. In addition, upon payments of dividends by these entities to their shareholders, no Cayman Islands withholding tax will be imposed.

*British Virgin Islands*

Cheerbright is incorporated in the British Virgin Islands and conducts substantially all of its businesses through its PRC subsidiary and VIEs. Under the current laws of the British Virgin Islands, Cheerbright is not subject to tax on income or capital gains. In addition, upon payments of dividends by these entities to their shareholders, no British Virgin Islands withholding tax will be imposed.

*Hong Kong*

Autohome HK is incorporated in Hong Kong on March 16, 2012. In October 2013, Autohome HK acquired Autohome Media, a Hong Kong advertising and marketing company. Also in 2015, three new entities are established in Hong Kong. Companies registered in Hong Kong are subject to Hong Kong Profits Tax on the taxable income as reported in their respective statutory financial statements adjusted in accordance with relevant Hong Kong tax laws. The applicable tax rate is 16.5% in Hong Kong. For the years ended December 31, 2014, 2015 and 2016, the Company did not make any provisions for Hong Kong profit tax as there were no assessable profits derived from or earned in Hong Kong during this period. Under the Hong Kong tax law, subsidiaries in Hong Kong are exempted from income tax on its foreign-derived income and there are no withholding taxes in Hong Kong on remittance of dividends.

*The PRC*

In September 2010, Autohome WFOE was recognized as a “High-New Technology Enterprise” (“HNTE”), and is eligible for a 15% preferential tax rate effective from 2010 to 2015 including the renewal period of three years. In December 2016, Autohome WFOE successfully reapplied for the HNTE and obtained the HNTE certificate, enabling Autohome WFOE to continue to enjoy 15% preferential tax rate from 2016 to 2018. In July 2015, Beijing Autohome Technologies Co., Ltd. obtained the certificate of HNTE and is eligible for a 15% preferential tax rate from 2015 to 2017. Beijing Pbrownies was recognized as an HNTE in February 2016, qualifying it for the preferential 15% enterprise income tax rate from 2015 to 2017. Besides being an HNTE, Beijing Pbrownies was also a software enterprise. Pursuant to the Circular on Issues concerning Preferential Enterprise Income Tax Policies for Software and Integrated Circuit Industries in May 2016, the eligible software enterprises would enjoy preferential tax rate policy, whereby the enterprise will be entitled to two-year enterprise income tax exemption and reduced enterprise income tax rate of 12.5% for the three years thereafter, depending on the results of annual tax filing and examination afterwards instead of pre-approval process. Beijing Pbrownies started to make profit since 2015, and it passed the tax filing and examination as an eligible software enterprise by the relevant tax authorities in 2016, qualifying it for the exemption of enterprise income tax for the year 2015. A reversal of RMB173,557 (US\$24,997) was recorded in 2016 for the change in enacted tax rate, composed of current income tax expense of RMB181,586 (US\$26,153) and deferred income tax expense of RMB8,029 (US\$1,156). For the tax year of 2016, 15% preferential tax rate of HNTE was applied for Beijing Pbrownies in accrual of income tax expense, considering that the uncertainty in the results of tax filing and examination was not eliminated yet. The aggregate effects of the preferential tax rate were RMB89,394, RMB56,389 and RMB330,198 (US\$47,558) for the years ended December 31, 2014, 2015 and 2016, respectively. The basic earnings per share effects related to the preferential tax rate were RMB0.84, RMB0.50 and RMB2.89 (US\$0.42) for the years ended December 31, 2014, 2015 and 2016, respectively.

The Company’s remaining PRC subsidiaries and all the VIEs were subject to Enterprise Income Tax (“EIT”) at a rate of 25% for the years ended December 31, 2014, 2015 and 2016.

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7. TAXATION (CONTINUED)

Under the New EIT Law, dividends paid by PRC enterprises out of profits earned post-2007 to non-PRC tax resident investors are subject to PRC withholding tax of 10%. A lower withholding tax rate may be applied based on applicable tax treaty with certain countries.

The New 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 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. As of December 31, 2016, no detailed interpretation or guidance has been issued to define “place of effective management”. Furthermore, as of December 31, 2016, the administrative practice associated with interpreting and applying the concept of “place of effective management” is unclear. If the Company is deemed as a PRC tax resident, it would be subject to PRC tax under the New 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 PRC tax purposes. .

The Company had minimal operations in jurisdictions other than the PRC. Income/(loss) before income tax expense consists of:

	Year ended December 31,			
	2014	2015	2016	
	RMB	RMB	RMB	US\$
PRC	946,261	1,292,104	1,263,223	181,943
Non PRC	(4,800)	(15,913)	(14,371)	(2,070)
	<u>941,461</u>	<u>1,276,191</u>	<u>1,248,852</u>	<u>179,873</u>

The income tax expense is comprised of:

	Year ended December 31,			
	2014	2015	2016	
	RMB	RMB	RMB	US\$
Current	187,447	292,017	136,429	19,650
Deferred	5,334	(6,475)	(103,800)	(14,950)
	<u>192,781</u>	<u>285,542</u>	<u>32,629</u>	<u>4,700</u>

The reconciliation of income tax expense for the years ended December 31, 2014, 2015 and 2016 is as follows:

	Year ended December 31,			
	2014	2015	2016	
	RMB	RMB	RMB	US\$
Income before income tax expense	941,461	1,276,191	1,248,852	179,873
Income tax expense computed at applicable tax rates (25%)	235,365	319,047	312,213	44,969
Non-deductible expenses	8,344	16,372	25,798	3,716
Change in valuation allowances	5,493	16,054	47,006	6,770
Outside basis difference	27,789	(17,329)	(28,265)	(4,071)
Effect of international tax rate difference	1,200	3,978	3,593	517
Interest expense relating to unrecognized tax benefits	3,984	3,809	2,482	357
Effect of preferential tax rate	(89,394)	(56,389)	(330,198)	(47,558)
Income tax expense	<u>192,781</u>	<u>285,542</u>	<u>32,629</u>	<u>4,700</u>

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**7. TAXATION (CONTINUED)**

**Deferred tax**

The significant components of deferred taxes are as follows:

	December 31,		
	2015	2016	
	RMB	RMB	US\$
<b>Deferred tax assets</b>			
<i>Current</i>			
Allowance for doubtful accounts	937	7,066	1,017
Accrued staff cost	3,396	3,166	456
Accrued expenses	8,972	52,497	7,561
Revenue recognition	30,912	42,062	6,059
Tax losses	4,071	1,206	174
VAT refund	4,111	3,598	518
Less: Valuation allowances	(6,422)	(10,367)	(1,493)
Net current deferred tax assets	<u>45,977</u>	<u>99,228</u>	<u>14,292</u>
<i>Non-current</i>			
Tax losses	17,239	82,735	11,916
Less: Valuation allowances	(17,239)	(60,300)	(8,685)
Net non-current deferred tax assets	<u>—</u>	<u>22,435</u>	<u>3,231</u>
Total deferred tax assets	<u>45,977</u>	<u>121,663</u>	<u>17,523</u>
<b>Deferred tax liabilities</b>			
<i>Non-current</i>			
Intangible assets and internally-developed software	8,539	8,690	1,251
Outside basis difference	481,371	453,106	65,261
Total non-current deferred tax liabilities	<u>489,910</u>	<u>461,796</u>	<u>66,512</u>
Total deferred tax liabilities	<u>489,910</u>	<u>461,796</u>	<u>66,512</u>

In assessing the realizability of deferred tax assets, the Group has considered whether it is more-likely-than-not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. The Group records a valuation allowance to reduce deferred tax assets to a net amount that management believes is more-likely-than-not of being realizable based on the weight of all available evidence. The Company recorded valuation allowances against the deferred tax assets of eleven and thirteen PRC subsidiaries and VIEs as of December 31, 2015 and 2016, respectively, due to the cumulative tax loss positions and insufficient forecasted future taxable income.

As of December 31, 2016, the Group had net operating losses of approximately RMB335,764 (US\$48,360), which can be carried forward to offset taxable income. The net operating loss will start to expire in 2017 if not utilized.

As of December 31, 2015 and 2016, the Company intended to indefinitely reinvest the undistributed earnings of its PRC subsidiaries. As of December 31, 2015 and 2016, the total amount of undistributed earnings from the Company’s PRC subsidiaries that are considered to be permanently reinvested was RMB2,330,698 and RMB3,616,426 (US\$520,874), respectively. As of December 31, 2015 and 2016, determination of the amount of unrecognized deferred tax liability related to the earnings that are indefinitely reinvested is not practical.

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**7. TAXATION (CONTINUED)****Unrecognized tax benefits**

As of December 31, 2015 and 2016, the Company recorded an unrecognized tax benefit of RMB32,596 and RMB34,977 (US\$5,038), respectively, of which nil and nil, respectively, are presented on a net basis against the deferred tax assets related to tax loss carry forwards on the consolidated balance sheets. This represents the difference between the amount of benefit recognized in the statement of financial position and the amount taken or expected to be taken in a tax return. It is possible that the amount of uncertain tax position will change in the next twelve months, however, an estimate of the range of the possible outcomes cannot be made at this time. As of December 31, 2015 and 2016, unrecognized tax benefits of RMB19,951 and RMB19,850 (US\$2,859), respectively, if ultimately recognized, will impact the effective tax rate.

A roll-forward of unrecognized tax benefits is as follows:

	December 31,		
	2015	2016	
	RMB	RMB	US\$
Beginning balance	17,274	22,003	3,169
Additions based on tax positions related to current year	4,729	—	—
Decreases based on tax positions related to prior years	—	(101)	(15)
Ending balance	<u>22,003</u>	<u>21,902</u>	<u>3,154</u>

During the years ended December 31, 2014, 2015 and 2016, the Company recorded late payment interest expense of RMB3,984, RMB3,809 and RMB2,482 (US\$357), and penalties of nil, nil and nil, respectively, as part of income tax expense. As of December 31, 2015 and 2016, the Company recorded RMB10,593 and RMB13,075 (US\$1,884) for late payment interest expense, and nil and nil for penalties.

The tax years ended December 31, 2012 through 2016 for the Company’s PRC subsidiaries and VIEs remain subject to examination by the PRC tax authorities.

**8. PROPERTY AND EQUIPMENT, NET**

Property and equipment consist of the following:

	December 31,		
	2015	2016	
	RMB	RMB	US\$
At cost:			
Electronic equipment	177,862	234,360	33,756
Office equipment	851	1,024	147
Motor vehicles	2,511	3,418	492
Purchased and internally-developed software	16,629	26,480	3,814
Leasehold improvements	29,872	42,364	6,102
	<u>227,725</u>	<u>307,646</u>	<u>44,311</u>
Less: Accumulated depreciation	<u>(124,171)</u>	<u>(173,072)</u>	<u>(24,928)</u>
	<u>103,554</u>	<u>134,574</u>	<u>19,383</u>

Depreciation expense was RMB35,084, RMB51,337 and RMB65,246 (US\$9,397) for the years ended December 31, 2014, 2015 and 2016, respectively.

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**9. INTANGIBLE ASSETS, NET**

The following tables present the Group’s intangible assets with definite lives as of the respective balance sheet dates:

	<b>December 31, 2016</b>			
	<b>Gross Carrying Value</b>	<b>Accumulated Amortization</b>	<b>Net Carrying Value</b>	
	<b>RMB</b>	<b>RMB</b>	<b>RMB</b>	<b>US\$</b>
Trademarks	68,380	(38,713)	29,667	4,273
Customer relationship	9,050	(9,050)	—	—
Websites	27,000	(27,000)	—	—
Domain names	1,870	(1,870)	—	—
Licensing agreements	2,667	(2,667)	—	—
	<u>108,967</u>	<u>(79,300)</u>	<u>29,667</u>	<u>4,273</u>

	<b>December 31, 2015</b>		
	<b>Gross Carrying Value</b>	<b>Accumulated Amortization</b>	<b>Net Carrying Value</b>
	<b>RMB</b>	<b>RMB</b>	<b>RMB</b>
Trademarks	68,310	(34,155)	34,155
Customer relationship	9,050	(9,050)	—
Websites	27,000	(27,000)	—
Domain names	1,870	(1,870)	—
Licensing agreements	2,498	(2,498)	—
	<u>108,728</u>	<u>(74,573)</u>	<u>34,155</u>

The intangible assets are amortized using the straight-line method, which is the Group’s best estimate of how these assets will be economically consumed over their respective estimated useful lives ranging from approximately 1.75 to 15 years. Amortization expense was RMB6,053, RMB5,247 and RMB4,558 (US\$656) for the years ended December 31, 2014, 2015 and 2016, respectively.

The annual estimated amortization expenses for the acquired intangible assets for each of the next five years are as follows:

	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
	<b>RMB</b>	<b>RMB</b>	<b>RMB</b>	<b>RMB</b>	<b>RMB</b>
Trademarks	4,577	4,577	4,573	4,554	4,554

**10. LONG-TERM INVESTMENTS**

As of December 31, 2015 and December 31, 2016, the Company holds several equity investments through its subsidiaries or VIEs, all of which were accounted for under the equity method since the Company can exercise significant influence but does not own a majority equity interest in or control them.

*Hunan Mango Autohome Automobile Sales Co., Ltd. (“Mango JV”)*

In May 2015, the Group entered into a shareholder agreement with HappiGo Home Shopping Co. (“HappiGo”) to establish a strategic joint venture, Mango JV, with total capital contribution of RMB100,000, of which the Company subscribed for RMB49,000 or 49% of the ordinary shares.

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**10 LONG-TERM INVESTMENTS (CONTINUED)***Shanghai Youcheyoujia Financing Co., Ltd. (“Financing JV”)*

In September 2015, the Group signed a memorandum of understanding to establish a joint venture with three parties. In 2015, the Group made a full payment of RMB75,000, for a 25% equity interest of the Financing JV.

*Other investments*

The company also holds several other investments in equity investees.

The carrying amount of all of the equity method investments was RMB124,102 and RMB134,466 (US\$19,367) as of December 31, 2015 and 2016, respectively. The Company excluded the summarized information for these equity method investees as they were insignificant for all the years presented.

No impairment charges associated with the equity method investments were recognized during any of the years presented.

**11. GOODWILL**

At December 31, 2015 and 2016, goodwill was RMB1,504,278 and RMB1,504,278 (US\$216,661), respectively.

Goodwill was assessed for impairment as of December 31, 2015 and 2016, and no impairment loss was recognized in any of the years presented.

**12. ACCRUED EXPENSES AND OTHER PAYABLES**

The components of accrued expenses and other payables are as follows:

	December 31,		
	2015	2016	
	RMB	RMB	US\$
VAT and surcharges payable	38,037	82,759	11,920
Payroll and welfare payable	239,945	302,006	43,498
Accrued rebates and cash incentives	410,893	473,271	68,165
Deposit from customers	19,458	66,526	9,582
Accrued expenses	71,961	118,877	17,122
Payable for purchase of fixed assets	2,612	12,200	1,757
Professional service fees	17,262	12,570	1,810
Payable for exercise of share-based awards	4,852	10,464	1,507
Others	28,453	72,874	10,498
	<u>833,473</u>	<u>1,151,547</u>	<u>165,859</u>

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**13. RELATED PARTY TRANSACTIONS**

<u>Name of related parties</u>	<u>Relationship with the Group</u>
Ping An and its subsidiaries (“Ping An Group”)	The Company’s controlling shareholder and its subsidiaries
Mango JV	A equity-method investee of the Company’s subsidiary

Ping An became the Company’s controlling shareholder in June 2016 and therefore Ping An Group became the Company’s related parties since then. The following related party transactions represent the transactions occurred afterwards.

During the years ended December 31, 2014, 2015 and 2016, significant related party transactions were as follows:

	<u>Year ended December 31,</u>			
	<u>2014</u>	<u>2015</u>	<u>2016</u>	
	<u>RMB</u>	<u>RMB</u>	<u>RMB</u>	<u>US\$</u>
Sales of new vehicles to Ping An Group	—	—	21,938	3,160
Services provided by Ping An Group (a)	—	—	21,594	3,110
Interest income from Ping An Group	—	—	3,564	513

As of December 31, 2015 and December 31, 2016, balances with related parties were as follows:

	<u>December 31, 2015</u>		<u>December 31, 2016</u>	
	<u>RMB</u>	<u>RMB</u>	<u>RMB</u>	<u>US\$</u>
<b>Amounts due from related parties, current</b>				
Ping An Group.(b)	—	14,120		2,034
Mango JV (c)	1,645	6,331		912
	<u>1,645</u>	<u>20,451</u>		<u>2,946</u>
<b>Amounts due from related parties, non-current</b>				
Ping An Group (b)	—	809		117
	<u>—</u>	<u>809</u>		<u>117</u>
<b>Amounts due to related parties</b>				
Ping An Group			1,312	189
Mango JV (d)	23,444	15,158		2,183
Other related parties	—	160		23
	<u>23,444</u>	<u>16,630</u>		<u>2,395</u>

- (a) The amount represents rental and property management services and other miscellaneous services provided by Ping An Group.
- (b) Receivable from Ping An Group consists of interest receivable from cash and cash equivalents and short-term investments held at Ping An Group and deposit in relation to the operating lease agreement and others. As of December 31, 2016, the Group had cash and cash equivalents and short-term investments of RMB541,218 (US\$77,952) at Ping An Group.
- (c) The amount represents unsettled portion of fulfilment cost paid by the Group to dealers on behalf of Mango JV and commission fee receivable for facilitating the sale of Mango JV’s vehicles through the Autohome Mall platform.
- (d) The outstanding payable to Mango JV represents proceeds from vehicle sales on the Autohome Mall platform collected by the Group on behalf of Mango JV.



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**14. COMMITMENTS AND CONTINGENCIES**

**Operating lease commitments**

The Group leases office space and employee accommodation in the PRC under non-cancellable operating leases expiring on various dates. Payments under operating leases are expensed on a straight-line basis, after considering rent holidays, over the periods of the respective lease terms. The terms of the leases do not contain rent escalation or contingent rents, and for the years ended December 31, 2014, 2015 and 2016, total rental expenses for all operating leases amounted to RMB30,461, RMB49,892 and RMB84,673 (US\$12,195) respectively.

As of December 31, 2016, the Group has future minimum lease payments under non-cancellable operating leases, with initial terms in excess of one year, for office premises consisting of the following:

	<u>RMB</u>	<u>US\$</u>
2017	108,202	15,584
2018	87,711	12,633
2019	51,928	7,479
2020 and thereafter	—	—
	<u>247,841</u>	<u>35,696</u>

**Taxation**

As of December 31, 2015 and 2016, the Group has recognized liabilities of RMB32,596 and RMB34,977 (US\$5,038), respectively, related to unrecognized tax benefits (Note 7). The final outcome of the tax uncertainty is dependent upon various matters including tax examinations, interpretation of tax laws or expiration of statutes of limitation. However, due to the uncertainties associated with the status of examinations, including the protocols of finalizing audits by the relevant tax authorities, there is a high degree of uncertainty regarding the future cash outflows associated with these tax uncertainties. The Group classified the accrual for unrecognized tax benefits as a non-current liability.

**15. COST OF REVENUES**

	<u>Year ended December 31,</u>			
	<u>2014</u>	<u>2015</u>	<u>2016</u>	
	RMB	RMB	RMB	US\$
Content-related costs	127,929	184,635	269,313	38,789
Depreciation and amortization	31,703	43,160	42,570	6,131
Bandwidth and internet data center	30,713	38,893	51,766	7,456
VAT and surcharges	191,153	269,491	349,373	50,320
Cost of sales, including tax	—	132,942	1,680,143	241,991
	<u>381,498</u>	<u>669,121</u>	<u>2,393,165</u>	<u>344,687</u>

Write-down of inventories and prepayment for vehicle purchase cost of nil, nil and RMB50,190 (US\$7,229) was included in cost of sales, including tax for the years ended December 31, 2014, 2015 and 2016, respectively.

**16. ORDINARY SHARES**

Upon the effectiveness of the IPO registration statement, the Company’s ordinary shares were redeemed and cancelled in consideration for the issuance of an equivalent number of Class A ordinary shares and Class B ordinary shares to the holders of former ordinary shares, respectively. Holders of Class A ordinary shares and Class B ordinary shares have the same rights except for conversion and voting rights. Each Class B ordinary share is convertible into one Class A ordinary share at any time, while Class A ordinary shares cannot be converted into Class B ordinary shares under any circumstances. Each Class A ordinary share is entitled to one vote.

Immediately prior to the completion of the IPO in December 2013, the Company had 27,354,496 Class A ordinary shares and 68,788,940 Class B ordinary shares outstanding. During the IPO, the Company issued 8,993,000 Class A ordinary shares. As of December 31, 2013, the Company had ordinary shares outstanding comprised of 36,347,496 Class A ordinary shares and 68,788,940 Class B ordinary shares.

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**16. ORDINARY SHARES (CONTINUED)**

Upon the completion of follow-on offering in November, 2014, 2,424,801 ADSs were issued by the Company and the net proceeds from the follow-on offering amounts to US\$97,344 net of issuance costs. In June 2016, Telstra Holdings, a wholly owned subsidiary of Telstra Corporation Limited, completed the sale of approximately 47.4% of the Company’s total issued and outstanding shares to Yun Chen Capital Cayman, a wholly owned subsidiary of Ping An. Upon the completion of sale, all of the Company’s remaining Class B ordinary shares were converted into Class A ordinary shares. There were 6,964,612, nil and 61,824,328 class B ordinary shares converted into Class A ordinary shares for the years ended December 31, 2014, 2015 and 2016, respectively. As of December 31, 2016, the Company had ordinary shares outstanding, all comprised of 115,297,224 Class A ordinary shares.

**17. RESTRICTED NET ASSETS**

The Company’s ability to pay dividends is primarily dependent on the Company receiving distributions of funds from its subsidiaries. Relevant PRC statutory laws and regulations permit payments of dividends by the Company’s PRC subsidiaries only out of its retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. The results of operations reflected in the consolidated financial statements prepared in accordance with U.S.GAAP differ from those reflected in the statutory financial statements of the Company’s PRC subsidiaries.

Under PRC law, the Company’s PRC subsidiaries are required to provide for certain statutory reserves, namely a general reserve, an enterprise expansion fund and a staff welfare and bonus fund. The subsidiary is required to allocate at least 10% of their after tax profits on an individual company basis as determined under PRC accounting standards to the general reserve and has the right to discontinue allocations to the general reserve if such reserve has reached 50% of registered capital on an individual company basis. In addition, the registered capital of the Company’s PRC subsidiaries and VIEs is also restricted.

Appropriations to the enterprise expansion fund and staff welfare and bonus fund are at the discretion of the Board of Directors of the subsidiary. The Company’s VIEs in the PRC are also subject to similar statutory reserve requirements. 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. As of December 31, 2014, 2015 and 2016, the Company’s PRC subsidiaries and VIEs had appropriated RMB8,836, RMB19,175 and RMB36,000 (US\$5,185), respectively, of retained earnings for its statutory reserves.

As a result of these PRC laws and regulations subject to the limit discussed above that require annual appropriations of 10% of after-tax income to be set aside, prior to payment of dividends as general reserve fund, the Company’s PRC subsidiaries and VIEs are restricted in their ability to transfer a portion of their net assets to the Company. Foreign exchange and other regulations in the PRC may further restrict the Company’s PRC subsidiaries and VIEs from transferring funds to the Company in the form of dividends, loans and advances. As of December 31, 2015 and 2016, amounts restricted are the net assets of the Company’s PRC subsidiaries and VIEs, which amounted to RMB3,740,507 and RMB5,165,673 (US\$744,012), respectively.

The Company 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 the Financial Statements” and concluded that it was applicable for the Company to disclose the condensed financial information for the parent company (Note 20) for the year ended December 31, 2016. For the purposes of presenting parent only financial information, the Company records its investments in its subsidiaries and VIEs under the equity method of accounting. Such investments are presented on the separate condensed balance sheets of the Company as “Investments in subsidiaries and VIEs” and the profit of the subsidiaries and VIEs is included in “Share of income of subsidiaries and VIEs” in the condensed statements of comprehensive income.

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**18. EARNINGS PER SHARE**

Basic and diluted earnings per share for each of the years presented are calculated as follows:

	2014		Year ended December 31, 2015		2016	
	Class A RMB	Class B RMB	Class A RMB	Class B RMB	Ordinary shares RMB	Ordinary shares US\$
<b>Basic earnings per share:</b>						
<i>Numerator:</i>						
Net income attributable to Autohome Inc.	270,988	477,692	444,916	545,733	1,227,914	176,857
<i>Denominator:</i>						
Weighted average ordinary shares outstanding	38,633,284	68,102,019	50,403,077	61,824,328	114,237,600	114,237,600
<b>Basic earnings per share</b>	<u>7.01</u>	<u>7.01</u>	<u>8.83</u>	<u>8.83</u>	<u>10.75</u>	<u>1.55</u>
<b>Diluted earnings per share:</b>						
<i>Numerator:</i>						
Net income attributable to Autohome Inc.	296,797	451,883	461,052	529,597	1,227,914	176,857
Reallocation of net income as a result of conversion of Class B into Class A ordinary shares (Note 16)	451,883	—	529,597	—	—	—
Net income attributable to Autohome Inc.	<u>748,680</u>	<u>451,883</u>	<u>990,649</u>	<u>529,597</u>	<u>1,227,914</u>	<u>176,857</u>
<i>Denominator:</i>						
Weighted average ordinary shares outstanding	38,633,284	68,102,019	50,403,077	61,824,328	114,237,600	114,237,600
Conversion of Class B into Class A ordinary shares (Note 16)	68,102,019	—	61,824,328	—	—	—
Dilutive effect of share-based awards	6,096,282	—	3,419,421	—	1,798,727	1,798,727
Weighted-average number of shares outstanding- diluted	<u>112,831,585</u>	<u>68,102,019</u>	<u>115,646,826</u>	<u>61,824,328</u>	<u>116,036,327</u>	<u>116,036,327</u>
<b>Diluted earnings per share</b>	<u>6.64</u>	<u>6.64</u>	<u>8.57</u>	<u>8.57</u>	<u>10.58</u>	<u>1.52</u>

The effects of nil, nil and 831,042 stock options were excluded from the calculation of diluted earnings per share as their effect would have been anti-dilutive during the years ended December 31, 2014, 2015 and 2016, respectively. The effects of 300,185, 256,165 and 354,423 restricted shares were excluded from the calculation of diluted earnings per share as their effect would have been anti-dilutive during the years ended December 31, 2014, 2015 and 2016, respectively.

AUTOHOME INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands of Renminbi (“RMB”) and US dollars (“US\$”) except for number of shares and per share data)

**19. SHARE-BASED COMPENSATION**

In order to provide additional incentives to employees and to promote the success of the Company’s business, the Company adopted a share incentive plan in 2011 (the “2011 Plan”) and a share incentive plan in 2013 (the “2013 Plan”), Amended and Restated 2016 Share Incentive Plan (the “2016 Plan”) and 2016 share incentive plan II (the “2016 Plan II”) in 2016, collectively “the Plans”. The Company may grant share-based awards to its employees, directors and consultants to purchase an aggregate of no more than 7,843,100, 3,350,000, 4,890,000 and 3,000,000 ordinary shares of the Company under the 2011 Plan, 2013 Plan, 2016 Plan and 2016 Plan II, respectively. 2011 Plan, 2013 Plan, 2016 Plan and 2016 Plan II were approved by the Board of Directors in May 2011, November 2013, March 2017 and December 2016, respectively. The Plans are administered by the Board of Directors or any of its committees as set forth in the Plans. For share options and restricted shares granted under the Plans, majority are subject to vesting schedules of approximately four years with 25% of the awards vesting each year and have a contractual term of ten years.

**Share options**

The following table summarizes the Company’s employee share option activity under the share option plans:

	Number of options	Weighted average exercise price US\$	Weighted average grant date fair value US\$	Weighted average remaining contractual term Years	Aggregate intrinsic value US\$
Outstanding, January 1, 2016	2,595,065	2.20	5.00	6.21	84,911
Granted	4,742,500	23.85	14.62		
Exercised	(1,632,223)	2.20			
Forfeited	(2,883,750)	23.66			
Outstanding, December 31, 2016	<u>2,821,592</u>	16.66	11.87	8.15	24,329
Vested and expected to vest at December 31, 2016	<u>2,739,893</u>	16.48	11.79	8.12	24,102
Exercisable as of December 31, 2016	<u>735,609</u>	2.20	4.93	5.24	16,978

The aggregate intrinsic value in the table above is calculated as the difference between the exercise price of the underlying awards and US\$25.28, the closing stock price of the Company’s ordinary shares on December 31, 2016. The weighted-average grant-date fair value of options granted during the years ended December 31, 2014, 2015 and 2016 was US\$34.57, nil and US\$14.62, respectively. The total grant date fair value of options vested during the years ended December 31, 2014, 2015 and 2016 was RMB29,968, RMB37,582 and RMB25,168 (US\$3,625), respectively. Total intrinsic value of options exercised during the years ended December 31, 2014, 2015 and 2016 was RMB693,878, RMB623,605 and RMB246,754(US\$35,540), respectively.

The aggregate fair value of the outstanding options at the grant dates were determined to be RMB232,528 (US\$33,491) and such amount shall be recognized as compensation expenses using the straight-line method for all employee share options granted with graded vesting. As of December 31, 2016, there was RMB160,640 (US\$23,137) of total unrecognized share-based compensation expenses, net of estimated forfeitures, related to unvested share-based awards which are expected to be recognized over a weighted-average period of 3.30 years. Total unrecognized compensation expenses may be adjusted for future changes in estimated forfeitures.

AUTOHOME INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands of Renminbi (“RMB”) and US dollars (“US\$”) except for number of shares and per share data)

**19. SHARE-BASED COMPENSATION (CONTINUED)**

**Restricted shares**

Restricted shares activity for the year ended December 31, 2016 was as follows:

	<u>Number of shares</u>	<u>Weighted average grant date fair value US\$</u>
Outstanding, January 1, 2016	1,743,569	32.54
Granted	1,530,972	22.30
Vested	(610,431)	31.11
Forfeited	(576,718)	28.32
Outstanding, December 31, 2016	<u>2,087,392</u>	<u>26.61</u>
Expected to vest, December 31, 2016	<u>2,006,935</u>	<u>26.66</u>

The weighted average grant-date fair value of restricted shares granted during the years ended December 31, 2014, 2015 and 2016 was US\$37.30, US\$34.70 and US\$22.30, respectively, which was derived from the fair value of the underlying ordinary shares. The total grant date fair value of restricted shares vested during the years ended December 31, 2014, 2015 and 2016 was RMB7,925, RMB38,104 and RMB131,861 (US\$18,992). The aggregate fair value of the outstanding restricted shares at the grant dates were determined to be RMB385,656 (US\$55,546) and such amount shall be recognized as compensation expense using the straight-line method for all restricted shares granted with graded vesting. As of December 31, 2016, there was RMB267,389 (US\$38,512) of total unrecognized share-based compensation expenses, net of estimated forfeitures, related to unvested restricted shares which are expected to be recognized over a weighted-average period of 2.82 years. Total unrecognized compensation expenses may be adjusted for future changes in estimated forfeitures.

The binomial option pricing model was applied in determining the estimated fair value of the options granted to employees. The model requires the input of highly subjective assumptions including the estimated expected stock price volatility and the exercise multiple for which employees are likely to exercise share options. For expected volatilities, the Company has made reference to the historical price volatilities of ordinary shares of several comparable companies in the same industry as the Company. The exercise multiple is estimated as the ratio of fair value of underlying shares over the exercise price as at the time the option is exercised and is based on a consideration of research study regarding exercise pattern based on historical statistical data. The risk-free rate for periods within the contractual life of the option is based on the U.S. Treasury Bills yield curve in effect at the time of grant. The estimated fair value of the ordinary shares, at the option grant dates prior to the IPO, was determined with assistance from an independent third party valuation firm. The Company’s management is ultimately responsible for the determination of the estimated fair value of its ordinary shares. Subsequent to the IPO, fair value of the ordinary shares was the price of the Company’s publicly traded shares.

In November 2016, the Company approved the vesting acceleration plan of options and restricted shares for certain employees and incremental compensation cost of RMB53,896 (US\$7,763) occurred as a result of the modification.

The Company calculated the estimated fair value of the share-based awards on the respective grant dates using the binomial option pricing model with the following assumptions:

	<u>2014</u>	<u>2016</u>
Fair value of ordinary share	US\$36.62	US\$23.76- US\$24.88
Risk-free interest rates	2.909%	1.70%-1.75%
Expected exercise multiple	2.2	2.2-2.8
Expected volatility	53.5%	63%
Expected dividend yield	0.00%	0.00%
Weighted average fair value per option granted	US\$34.52-US\$34.59	US\$14.12- US\$15.26

## AUTOHOME INC.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands of Renminbi (“RMB”) and US dollars (“US\$”) except for number of shares and per share data)

**19. SHARE-BASED COMPENSATION (CONTINUED)**

Share-based compensation expenses relating to options and restricted shares granted to employees recognized for the year ended December 31, 2014, 2015 and 2016 is as follows:

	Year ended December 31,			
	2014	2015	2016	
	RMB	RMB	RMB	US\$
Cost of revenues	8,048	6,939	12,310	1,773
Sales and marketing expenses	14,644	36,584	50,814	7,319
General and administrative expenses	20,557	40,142	77,965	11,229
Product development expenses	13,417	24,280	54,304	7,821
	<u>56,666</u>	<u>107,945</u>	<u>195,393</u>	<u>28,142</u>

AUTOHOME INC.  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS  
(Amounts in thousands of Renminbi (“RMB”) and US dollars (“US\$”) except for number of shares and per share data)

**20. CONDENSED FINANCIAL INFORMATION OF THE PARENT COMPANY****CONDENSED BALANCE SHEETS**

	December 31,		
	2015	2016	
	RMB	RMB	US\$
<b>ASSETS</b>			
<b>Current assets:</b>			
Cash and cash equivalents	136,810	57,505	8,282
Short-term investments	667,911	486,341	70,048
Prepaid expenses and other current assets	10,397	26,113	3,761
<b>Total current assets</b>	<b>815,118</b>	<b>569,959</b>	<b>82,091</b>
<b>Non-current assets:</b>			
Other non-current assets	7,173	5,936	855
Investment in subsidiaries and VIEs	4,047,714	5,807,841	836,503
<b>Total non-current assets</b>	<b>4,054,887</b>	<b>5,813,777</b>	<b>837,358</b>
<b>Total assets</b>	<b>4,870,005</b>	<b>6,383,736</b>	<b>919,449</b>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>			
<b>Current liabilities:</b>			
Accrued expenses and other payables	16,327	20,660	2,975
Due to subsidiaries	2,642	2,672	385
<b>Total current liabilities</b>	<b>18,969</b>	<b>23,332</b>	<b>3,360</b>
<b>Total liabilities</b>	<b>18,969</b>	<b>23,332</b>	<b>3,360</b>
<b>Commitments and Contingencies</b>			
<b>Shareholders' equity:</b>			
Class A ordinary shares (par value of US\$0.01 per share; 99,931,211,060 shares authorized; 51,230,242 and 115,297,224 shares issued and outstanding as of December 31, 2015 and 2016, respectively)	3,452	7,784	1,121
Class B ordinary shares (par value of US\$0.01 per share; 68,788,940 shares authorized; 61,824,328 and nil shares issued and outstanding as of December 31, 2015 and 2016, respectively)	4,183	—	—
Additional paid-in capital	2,787,103	3,006,152	432,976
Accumulated other comprehensive income	62,753	125,009	18,005
Retained earnings	1,993,545	3,221,459	463,987
<b>Total shareholders' equity</b>	<b>4,851,036</b>	<b>6,360,404</b>	<b>916,089</b>
<b>Total liabilities and shareholders' equity</b>	<b>4,870,005</b>	<b>6,383,736</b>	<b>919,449</b>

AUTOHOME INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands of Renminbi (“RMB”) and US dollars (“US\$”) except for number of shares and per share data)

20. CONDENSED FINANCIAL INFORMATION OF THE PARENT COMPANY (CONTINUED)

CONDENSED STATEMENTS OF COMPREHENSIVE INCOME

	Year ended December 31,			
	2014	2015	2016	
	RMB	RMB	RMB	US\$
<b>Operating expenses:</b>				
General and administrative expenses	(9,178)	(24,235)	(20,533)	(2,957)
<b>Operating losses</b>	<b>(9,178)</b>	<b>(24,235)</b>	<b>(20,533)</b>	<b>(2,957)</b>
Interest income	4,973	11,526	7,492	1,079
Share of income of subsidiaries and VIEs	752,885	1,003,358	1,240,955	178,735
<b>Income before income taxes</b>	<b>748,680</b>	<b>990,649</b>	<b>1,227,914</b>	<b>176,857</b>
Income tax expense	—	—	—	—
<b>Net income</b>	<b>748,680</b>	<b>990,649</b>	<b>1,227,914</b>	<b>176,857</b>
<b>Other comprehensive income, net of tax of nil</b>				
Foreign currency translation adjustments	3,946	56,821	62,256	8,967
<b>Comprehensive income</b>	<b>752,626</b>	<b>1,047,470</b>	<b>1,290,170</b>	<b>185,824</b>

CONDENSED STATEMENTS OF CASH FLOWS

	Year ended December 31,			
	2014	2015	2016	
	RMB	RMB	RMB	US\$
Net cash used in operating activities	(8,908)	(2,017)	(23,846)	(3,435)
Net cash used in investing activities	(796,209)	(132,976)	(86,743)	(12,494)
Net cash generated from financing activities	404,754	30,200	25,420	3,661
Effect of exchange rate changes on cash and cash equivalents	3,727	7,569	5,864	845
Net decrease in cash and cash equivalents	(396,636)	(97,224)	(79,305)	(11,423)
Cash and cash equivalents at beginning of year	630,670	234,034	136,810	19,705
Cash and cash equivalents at end of year	234,034	136,810	57,505	8,282

(a) *Basis of accounting*

For the Company only condensed financial information, the Company records its investment in its subsidiaries and VIEs under the equity method of accounting as prescribed in ASC 323-10, *Investments-Equity Method and Joint Ventures: Overall*. Such investment is presented on the condensed balance sheets as “Investment in subsidiaries and VIEs” and share of their income as “Share of income of subsidiaries and VIEs” on the condensed statements of comprehensive income. The parent company’s condensed financial statements should be read in conjunction with the Company’s consolidated financial statements.

(b) *Commitments*

The Company does not have any significant commitments or long-term obligations as of any of the years presented.



## Equity Interest Purchase Agreement

This Agreement is executed on March 25, 2017 by and among:

The Sellers:

Li Xiang (hereinafter referred to as "Party A"), ID No.: \*\*\*\*\*;

Fan Zheng (hereinafter referred to as "Party B"), ID No.: \*\*\*\*\*;

Qin Zhi (hereinafter referred to as "Party C"), ID No.: \*\*\*\*\*; and

The Buyers:

Lu Min ("Lu Min"), ID No.: \*\*\*\*\*;

Lei Haiyun ("Lei Haiyun"), ID No.: \*\*\*\*\*.

(Lu Min and Lei Haiyun are hereinafter referred to as "Party D" collectively)

The Target Company: Beijing Autohome Information Technology Co., Ltd. (hereinafter referred to as "Party E"), universal social credit code: 911101087934346098.

The registered capital of Party E is RMB 10,000,000. Party A contributed RMB 6,800,000, accounting for 68% of the total. Party B contributed RMB 2,400,000, accounting for 24% of the total, and Party C contributed RMB 800,000, accounting for 8% of the total. In accordance with the applicable laws and regulations, the Parties hereby enter into this Agreement as below through friendly consultation:

### Clause 1 Equity Interests to be Sold And The Sale Price

- 1.1 Party A shall sell 34% equity interests he held in Party E to Lu Min at the price of RMB 3,400,000, and sell the remaining 34% equity interests he held in Party E to Lei Haiyun at the price of RMB 3,400,000; Party B shall sell 12% equity interests he held in Party E to Lu Min at the price of RMB 1,200,000, and sell the remaining 12% equity interests he held in Party E to Lei Haiyun at the price of RMB 1,200,000; Party C shall sell 4% equity interests he held in Party E to Lu Min at the price of RMB 400,000, and sell the remaining 4% equity interests he held in Party E to Lei Haiyun at the price of RMB 400,000.
- 1.2 Other rights and obligations pertaining to the said equity interests shall be transferred together with such equity interests.

- 1.3 After the sale of equity interests as contemplated hereunder is consummated and the relevant procedures for change are properly handled with the competent administration for industry and commerce, Party D shall pay the equity interest sale price respectively to Party A, Party B and Party C. It is acknowledged by the Parties that Party D shall have the right to offset the debts that would be owed to him by Party A, Party B and Party C against the equity interest sale price payable by him to Party A, Party B and Party C hereunder, or make payment hereunder according to the method of payment as agreed by the Parties through consultation at that time.

#### Clause 2 Undertakings and Warranties

Party A, Party B and Party C warrant that, the equity interests to be sold to Party D under Clause 1 hereof are lawfully owned by them, and they have the lawful right to dispose of such equity interests. Except for the pledge created under the equity interest pledge agreements respectively entered into by Party A, Party B and Party C with Beijing Cheerbright Technology Co., Ltd., there are no pledges or other securities or third-party's claims over the equity interests to be sold by Party A, Party B and Party C hereunder.

#### Clause 3 Liabilities for Breach of the Agreement

If any party fails to perform or materially breaches any provisions contained herein, he or she shall indemnify the non-breaching parties for any losses caused thereby, and, except as otherwise agreed in this Agreement, the non-breaching parties may terminate this Agreement and claim against the breaching party.

#### Clause 4 Dispute Resolution

This Agreement shall be governed by and construed in accordance with the applicable laws of the People's Republic of China.

Any dispute arising out of or in connection with this Agreement shall be resolved by the Parties through amicable consultation, failing which, a lawsuit may be brought with the competent court having jurisdiction.

#### Clause 5 Miscellaneous

- 5.1 This Agreement shall be executed in seven originals, of which each party keeps one, and the remaining shall be filed with the competent administration for industry and commerce, being equally authentic.
- 5.2 This Agreement shall become effective immediately after it is sealed (in case of a corporate body) or signed (in case of a natural person) by each party.

(The remainder of this page is intentionally left blank)

Party A (signature): /s/ Li Xiang

Party B (signature): /s/ Fan Zheng

Party C (signature): /s/ Qin Zhi

Party D:

Lu Min (signature): Lei Haiyun (signature):

/s/ Lu Min /s/ Lei Haiyun

Party E: Beijing Autohome Information Technology Co., Ltd. (seal)

Date: March 25, 2017

## Equity Interest Purchase Agreement

This Agreement is executed on March 25, 2017 by and among:

The Sellers:

Li Xiang (hereinafter referred to as "Party A"), ID No.: \*\*\*\*\*;

Fan Zheng (hereinafter referred to as "Party B"), ID No.: \*\*\*\*\*;

Qin Zhi (hereinafter referred to as "Party C"), ID No.: \*\*\*\*\*; and

The Buyers:

Lu Min ("Lu Min"), ID No.: \*\*\*\*\*;

Lei Haiyun ("Lei Haiyun"), ID No.: \*\*\*\*\*.

(Lu Min and Lei Haiyun are hereinafter referred to as "Party D" collectively)

The Target Company: Shanghai You Che You Jia Advertising Co., Ltd. (hereinafter referred to as "Party E"), universal social credit code: 310114002349595.

The registered capital of Party E is RMB 10,000,000. Party A contributed RMB 6,800,000, accounting for 68% of the total. Party B contributed RMB 2,400,000, accounting for 24% of the total, and Party C contributed RMB 800,000, accounting for 8% of the total. In accordance with the applicable laws and regulations, the Parties hereby enter into this Agreement as below through friendly consultation:

### Clause 1 Equity Interests to be Sold And The Sale Price

- 1.1 Party A shall sell 34% equity interests he held in Party E to Lu Min at the price of RMB 3,400,000, and sell the remaining 34% equity interests he held in Party E to Lei Haiyun at the price of RMB 3,400,000; Party B shall sell 12% equity interests he held in Party E to Lu Min at the price of RMB 1,200,000, and sell the remaining 12% equity interests he held in Party E to Lei Haiyun at the price of RMB 1,200,000; Party C shall sell 4% equity interests he held in Party E to Lu Min at the price of RMB 400,000, and sell the remaining 4% equity interests he held in Party E to Lei Haiyun at the price of RMB 400,000.
- 1.2 Other rights and obligations pertaining to the said equity interests shall be transferred together with such equity interests.

- 1.3 After the sale of equity interests as contemplated hereunder is consummated and the relevant procedures for change are properly handled with the competent administration for industry and commerce, Party D shall pay the equity interest sale price respectively to Party A, Party B and Party C. It is acknowledged by the Parties that Party D shall have the right to offset the debts that would be owed to him by Party A, Party B and Party C against the equity interest sale price payable by him to Party A, Party B and Party C hereunder, or make payment hereunder according to the method of payment as agreed by the Parties through consultation at that time.

#### Clause 2 Undertakings and Warranties

Party A, Party B and Party C warrant that, the equity interests to be sold to Party D under Clause 1 hereof are lawfully owned by them, and they have the lawful right to dispose of such equity interests. Except for the pledge created under the equity interest pledge agreements respectively entered into by Party A, Party B and Party C with Beijing Cheerbright Technology Co., Ltd., there are no pledges or other securities or third-party's claims over the equity interests to be sold by Party A, Party B and Party C hereunder.

#### Clause 3 Liabilities for Breach of the Agreement

If any party fails to perform or materially breaches any provisions contained herein, he or she shall indemnify the non-breaching parties for any losses caused thereby, and, except as otherwise agreed in this Agreement, the non-breaching parties may terminate this Agreement and claim against the breaching party.

#### Clause 4 Dispute Resolution

This Agreement shall be governed by and construed in accordance with the applicable laws of the People's Republic of China.

Any dispute arising out of or in connection with this Agreement shall be resolved by the Parties through amicable consultation, failing which, a lawsuit may be brought with the competent court having jurisdiction.

#### Clause 5 Miscellaneous

- 5.1 This Agreement shall be executed in seven originals, of which each party keeps one, and the remaining shall be filed with the competent administration for industry and commerce, being equally authentic.
- 5.2 This Agreement shall become effective immediately after it is sealed (in case of a corporate body) or signed (in case of a natural person) by each party.

(The remainder of this page is intentionally left blank)

Party A (signature): /s/ Li Xiang

Party B (signature): /s/ Fan Zheng

Party C (signature): /s/ Qin Zhi

Party D:

Lu Min (signature): Lei Haiyun (signature):

/s/ Lu Min /s/ Lei Haiyun

Party E: Shanghai You Che You Jia Advertising Co., Ltd. (seal)

Date: March 25, 2017

## Equity Interest Purchase Agreement

This Agreement is executed on September 30, 2016 by and among:

The Sellers:

Li Xiang (hereinafter referred to as "Party A"), ID No.: \*\*\*\*\*;

Fan Zheng (hereinafter referred to as "Party B"), ID No.: \*\*\*\*\*;

Qin Zhi (hereinafter referred to as "Party C"), ID No.: \*\*\*\*\*; and

The Buyers:

Lu Min ("Lu Min"), ID No.: \*\*\*\*\*;

Lei Haiyun ("Lei Haiyun"), ID No.: \*\*\*\*\*

(Lu Min and Lei Haiyun are hereinafter referred to as "Party D" collectively)

The Target Company: Guangzhou You Che You Jia Advertising Co., Ltd. (hereinafter referred to as "Party E"), universal social credit code: 440106000611458.

The registered capital of Party E is RMB 1,000,000. Party A contributed RMB 680,000, accounting for 68% of the total. Party B contributed RMB 240,000, accounting 24% of the total, and Party C contributed RMB 80,000, accounting for 8% of the total. In accordance with the applicable laws and regulations, the Parties hereby enter into this Agreement as below through friendly consultation:

### Clause 1 Equity Interests to be Sold And The Sale Price

- 1.1 Party A shall sell 34% equity interests he held in Party E to Lu Min at the price of RMB 340,000, and sell the remaining 34% equity interests he held in Party E to Lei Haiyun at the price of RMB 340,000; Party B shall sell 12% equity interests he held in Party E to Lu Min at the price of RMB 120,000, and sell the remaining 12% equity interests he held in Party E to Lei Haiyun at the price of RMB 120,000; Party C shall sell 4% equity interests he held in Party E to Lu Min at the price of RMB 40,000, and sell the remaining 4% equity interests he held in Party E to Lei Haiyun at the price of RMB 40,000.
- 1.2 Other rights and obligations pertaining to the said equity interests shall be transferred together with such equity interests.

- 1.3 After the sale of equity interests as contemplated hereunder is consummated and the relevant procedures for change are properly handled with the competent administration for industry and commerce, Party D shall pay the equity interest sale price respectively to Party A, Party B and Party C. It is acknowledged by the Parties that Party D shall have the right to offset the debts that would be owed to him by Party A, Party B and Party C against the equity interest sale price payable by him to Party A, Party B and Party C hereunder, or make payment hereunder according to the method of payment as agreed by the Parties through consultation at that time.

#### Clause 2 Undertakings and Warranties

Party A, Party B and Party C warrant that, the equity interests to be sold to Party D under Clause 1 hereof are lawfully owned by them, and they have the lawful right to dispose of such equity interests. Except for the pledge created under the equity interest pledge agreements respectively entered into by Party A, Party B and Party C with Beijing Cheerbright Technology Co., Ltd., there are no pledges or other securities or third-party's claims over the equity interests to be sold by Party A, Party B and Party C hereunder.

#### Clause 3 Liabilities for Breach of the Agreement

If any party fails to perform or materially breaches any provisions contained herein, he or she shall indemnify the non-breaching parties for any losses caused thereby, and, except as otherwise agreed in this Agreement, the non-breaching parties may terminate this Agreement and claim against the breaching party.

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Any dispute arising out of or in connection with this Agreement shall be resolved by the Parties through amicable consultation, failing which, a lawsuit may be brought with the competent court having jurisdiction.

#### Clause 5 Miscellaneous

- 5.1 This Agreement shall be executed in seven originals, of which each party keeps one, and the remaining shall be filed with the competent administration for industry and commerce, being equally authentic.
- 5.2 This Agreement shall become effective immediately after it is sealed (in case of a corporate body) or signed (in case of a natural person) by each party.

(The remainder of this page is intentionally left blank)



Party A (signature): /s/ Li Xiang

Party B (signature): /s/ Fan Zheng

Party C (signature): /s/ Qin Zhi

Party D:

Lu Min (signature): Lei Haiyun (signature):

/s/ Lu Min /s/ Lei Haiyun

Party E: Guangzhou You Che You Jia Advertising Co., Ltd. (seal)

Date: September 30, 2016

**Equity Interest Purchase Agreement**

This Agreement is executed on September 30, 2016 by and among:

The Sellers:

Qin Zhi (hereinafter referred to as "Party A"), ID No.: \*\*\*\*\*;

Fan Zheng (hereinafter referred to as "Party B"), ID No.: \*\*\*\*\*; and

The Buyers:

Lu Min ("Lu Min"), ID No.: \*\*\*\*\*;

Lei Haiyun ("Lei Haiyun"), ID No.: \*\*\*\*\*.

(Lu Min and Lei Haiyun are hereinafter referred to as "Party C" collectively)

The Target Company: Beijing Shengtuo Hongyuan Information Technology Co., Ltd. (hereinafter referred to as "Party D"), universal social credit code: 91110108563619210K.

The registered capital of Party D is RMB 10,000,000. Party A contributed RMB 5,000,000, accounting for 50% of the total and Party B contributed RMB 5,000,000, accounting 50% of the total. In accordance with the applicable laws and regulations, the Parties hereby enter into this Agreement as below through friendly consultation:

**Clause 1 Equity Interests to be Sold And The Sale Price**

- 1.1 Party A shall sell 50% equity interests he held in Party D to Lu Min at the price of RMB 5,000,000, and Party B shall sell 50% equity interests he held in Party D to Lei Haiyun at the price of RMB 5,000,000.
- 1.2 Other rights and obligations pertaining to the said equity interests shall be transferred together with such equity interests.
- 1.3 After the sale of equity interests as contemplated hereunder is consummated and the relevant procedures for change are properly handled with the competent administration for industry and commerce, Party C shall pay the share sale price respectively to Party A and Party B. It is acknowledged by the Parties, Party C shall have the right to offset the debts owed to it by Party A and Party B against the share sale price due by it to Party A and Party B hereunder, or make payment hereunder according to the method of payment as agreed by the Parties through consultation at that time.

## Clause 2 Undertakings and Warranties

Party A and Party B warrant that, the equity interests to be sold to Party C under Clause 1 hereof are lawfully owned by them, and they have the lawful right to dispose of such equity interests. Except for the pledge created under the equity interest pledge agreements respectively entered into by Party A and Party B with Beijing Chezhiying Technology Co., Ltd., there are no pledges or other securities or third-party's claims over the equity interests to be sold by Party A and Party B hereunder.

## Clause 3 Liabilities for Breach of the Agreement

If any party fails to perform or materially breaches any provisions contained herein, he or she shall indemnify the non-breaching parties for any losses caused thereby, and, except as otherwise agreed in this Agreement, the non-breaching parties may terminate this Agreement and claim against the breaching party.

## Clause 4 Dispute Resolution

This Agreement shall be governed by and construed in accordance with the applicable laws of the People's Republic of China.

Any dispute arising out of or in connection with this Agreement shall be resolved by the Parties through amicable consultation, failing which, a lawsuit may be brought with the competent court having jurisdiction.

## Clause 5 Miscellaneous

- 5.1 This Agreement shall be executed in six originals, of which each party keeps one, and the remaining shall be filed with the competent administration for industry and commerce. All copies have the same legal effects.
- 5.2 This Agreement shall become effective immediately after it is sealed (in case of a corporate body) or signed (in case of a natural person) by each party.

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Party A (signature): /s/ Qin Zhi

Party B (signature): /s/ Fan Zheng

Party C:

Lu Min (signature): /s/ Lu Min                      Lei Haiyun (signature): /s/ Lei Haiyun

Party D: Beijing Shengtuo Hongyuan Information Technology Co., Ltd. (seal)

Date: September 30, 2016

## Debt Transfer and Offset Agreement

This Agreement is executed on March 25, 2017 by and among:

The Creditor: Beijing Cheerbright Technology Co., Ltd. (hereinafter referred to as “Cheerbright”)

The Transferors:

Li Xiang (“Li Xiang”), ID No.: \*\*\*\*\*;

Fan Zheng (“Fan Zheng”), ID No.: \*\*\*\*\*;

Qin Zhi (“Qin Zhi”), ID No.: \*\*\*\*\*; and

The Transferees:

Lu Min (“Lu Min”), ID No.: \*\*\*\*\*;

Lei Haiyun (“Lei Haiyun”), ID No.: \*\*\*\*\*.

Whereas,

- (1) Cheerbright and Li Xiang executed a loan agreement dated June 7, 2011 in respect of the loan of RMB 6,120,000 extended by Cheerbright to Li Xiang, among other things; Cheerbright and Fan Zheng executed a loan agreement dated June 7, 2011 in respect of the loan of RMB 2,160,000 extended by Cheerbright to Fan Zheng, among other things; Cheerbright and Qin Zhi executed a loan agreement dated June 7, 2011 in respect of the loan of RMB 720,000 extended by Cheerbright to Qin Zhi, among other things;
- (2) Li Xiang, Fan Zheng and Qin Zhi intend to transfer to Lu Min and Lei Haiyun, and Lu Min and Lei Haiyun agree to accept, all debts and all of their rights and obligations under the said loan agreements as described in above (1);
- (3) The registered capital of Beijing Autohome Information Technology Co., Ltd. (hereinafter referred to as “the Target Company”) is RMB 10,000,000, of which Li Xiang contributed RMB 6,800,000, accounting for 68% of the total; Fan Zheng contributed RMB 2,400,000, accounting 24% of the total; and Qin Zhi contributed RMB 800,000, accounting for 8% of the total. On March 25, 2017, Li Xiang, Fan Zheng and Qin Zhi executed an equity interest purchase agreement with Lu Min and Lei Haiyun in respect of sale of 100% equity interests in the Target Company (hereinafter referred to as “Equity Interest Purchase Agreement”). Lu Min and Lei Haiyun purchase the 100% equity interests in the Target Company according to the directive of Cheerbright. Pursuant to the provisions of the Equity Interest Purchase Agreement, Lu Min and Lei Haiyun shall pay to Li Xiang, Fan Zheng and Qin Zhi respectively the equity interest sale prices that have not been paid yet. Li Xiang, Fan Zheng and Qin Zhi intend to offset the said equity interest sale prices against the debts owed by them to Lu Min and Lei Haiyun hereunder according to the following provisions; and

(4) Any currency as referred to herein shall mean RMB, except as otherwise specified.

NOW THEREFORE, in accordance with applicable laws and regulations and through amicable consultation, the Parties hereby enter into this Agreement as below:

#### Clause 1 Transfer of Debts

1.1 Li Xiang agrees to transfer to Lu Min, and Lu Min agrees to accept, the debt of RMB 3,060,000 owed by Li Xiang to Cheerbright, and Li Xiang agrees to transfer to Lei Haiyun, and Lei Haiyun agrees to accept, the debt of RMB 3,060,000 owed by Li Xiang to Cheerbright; Fan Zheng agrees to transfer to Lu Min, and Lu Min agrees to accept, the debt of RMB 1,080,000 owed by Fan Zheng to Cheerbright, and Fan Zheng agrees to transfer to Lei Haiyun, and Lei Haiyun agrees to accept, the debt of RMB 1,080,000 owed by Fan Zheng to Cheerbright; Qin Zhi agrees to transfer to Lu Min, and Lu Min agrees to accept, the debt of RMB 360,000 owed by Qin Zhi to Cheerbright, and Qin Zhi agrees to transfer to Lei Haiyun, and Lei Haiyun agrees to accept, the debt of RMB 360,000 owed by Qin Zhi to Cheerbright.

After the consummation of the transfer of the said debts, Li Xiang shall owe the debt of RMB 3,060,000 and RMB 3,060,000 respectively to Lu Min and Lei Haiyun, Fan Zheng shall owe the debt of RMB 1,080,000 and RMB 1,080,000 respectively to Lu Min and Lei Haiyun, and Qin Zhi shall owe the debt of RMB 360,000 and RMB 360,000 respectively to Lu Min and Lei Haiyun.

1.2 Cheerbright acknowledges and agrees to the said transfer of debts, and is willing to extend the loan of RMB 500,000 respectively to Lu Min and Lei Haiyun.

1.3 After the consummation of the transfer of the said debts, Li Xiang, Fan Zheng and Qin Zhi shall no longer owe any debt to Cheerbright; Lu Min shall owe the debt of RMB 5,000,000 in total to Cheerbright, and Lei Haiyun shall owe the debt of RMB 5,000,000 in total to Cheerbright.

#### Clause 2 Transfer of Rights and Obligations

2.1 In addition to the transfer of debts under Clause 1 hereof, Li Xiang agrees to transfer to Lu Min and Lei Haiyun, and Lu Min and Lei Haiyun agree to accept, all rights and obligations of Li Xiang under the relevant loan agreement; Fan Zheng agrees to transfer to Lu Min and Lei Haiyun, and Lu Min and Lei Haiyun agree to accept, all rights and obligations of Fan Zheng under the relevant loan agreement; Qin Zhi agrees to transfer to Lu Min and Lei Haiyun, and Lu Min and Lei Haiyun agree to accept, all rights and obligations of Qin Zhi under the relevant loan agreement.

- 2.2 Cheerbright acknowledges and agrees to the said transfer of rights and obligations.
- 2.3 Cheerbright, Lu Min and Lei Haiyun agree to novate the relevant loan agreements, so as to define Cheerbright's claims against Lu Min and Lei Haiyun and relevant rights and obligations.

#### Clause 3 Offset of Debts

- 3.1 Pursuant to the provisions of the Equity Interest Purchase Agreement, Lu Min and Lei Haiyun shall respectively pay to Li Xiang the equity interest sale prices of RMB 3,400,000; Lu Min and Lei Haiyun shall respectively pay to Fan Zheng the equity interest sale prices of RMB 1,200,000; Lu Min and Lei Haiyun shall respectively pay to Qin Zhi the equity interest sale prices of RMB 400,000. All of the said equity interest sale prices have not been paid.
- 3.2 It is acknowledged and agreed by Li Xiang, Fan Zheng and Qin Zhi that, the debts owed by Li Xiang, Fan Zheng and Qin Zhi respectively to Lu Min and Lei Haiyun shall be offset in part against the equity interest sale prices payable by Lu Min and Lei Haiyun respectively to Li Xiang, Fan Zheng and Qin Zhi under the Equity Interest Purchase Agreement.
- 3.3 After the said offset of debts in part, Lu Min shall pay the equity interest sale price of RMB 340,000 to Li Xiang, RMB 120,000 to Fan Zheng, and RMB 40,000 to Qin Zhi; Lei Haiyun shall pay the equity interest sale price of RMB 340,000 to Li Xiang, RMB 120,000 to Fan Zheng, and RMB 40,000 to Qin Zhi. It is agreed by the Parties, within 10 business days after the procedures for registration of change in equity interests in respect of the equity interest sale under the Equity Interest Purchase Agreement are properly handled with the competent administration for industry and commerce, Cheerbright shall, for the account of Lu Min, pay the equity interest sale price of RMB 340,000 to Li Xiang, RMB 120,000 to Fan Zheng, and RMB 40,000 to Qin Zhi, and, for the account of Lei Haiyun, pay the equity interest sale price of RMB 340,000 to Li Xiang, RMB 120,000 to Fan Zheng, and RMB 40,000 to Qin Zhi.
- 3.4 It is acknowledged by the Parties, the equity interest sale prices under the Equity Interest Purchase Agreement shall be the amounts net of tax. Any taxes or levies (if any) imposed with respect to the equity interest sale shall be borne by Cheerbright, instead of the sellers of the equity interests. Cheerbright shall be responsible for communicating with the competent taxation authorities and paying the relevant taxes as requested by taxation authorities, and shall assist the sellers of equity interests to obtain the receipts of tax payment.

#### Clause 4 Liabilities for Breach of Contract

If any party fails to perform or materially breaches any provision contained herein, he or she shall indemnify the non-breaching parties for any loss caused thereby, and, except as otherwise agreed in this Agreement, the non-breaching parties may terminate this Agreement and claim against the breaching party.

#### Clause 5 Dispute Resolution

This Agreement shall be governed by and construed in accordance with the applicable laws of the People's Republic of China.

Any dispute arising out of or in connection with this Agreement shall be resolved by the Parties through amicable consultation, failing which, a lawsuit may be brought with the competent court having jurisdiction.

#### Clause 6 Miscellaneous

6.1 This Agreement shall be executed in seven originals, of which each party and the Target Company shall keep one respectively.

6.2 This Agreement shall become effective immediately after it is sealed (in case of a corporate body) or signed (in case of a natural person) by each party.

(The remainder of this page is intentionally left blank)



Beijing Cheerbright Technology Co., Ltd. (seal):

Li Xiang (signature):

/s/ Li Xiang

Qin Zhi (signature):

/s/ Qin Zhi

Lu Min (signature):

/s/ Lu Min

Fan Zheng (signature):

/s/ Fan Zheng

Lei Haiyun (signature):

/s/ Lei Haiyun

Date: March 25, 2017

## Debt Transfer and Offset Agreement

This Agreement is executed on March 25, 2017 by and among:

The Creditor: Beijing Cheerbright Technology Co., Ltd. (hereinafter referred to as “Cheerbright”)

The Transferors:

Li Xiang (“Li Xiang”), ID No.: \*\*\*\*\*;

Fan Zheng (“Fan Zheng”), ID No.: \*\*\*\*\*;

Qin Zhi (“Qin Zhi”), ID No.: \*\*\*\*\*; and

The Transferees:

Lu Min (“Lu Min”), ID No.: \*\*\*\*\*;

Lei Haiyun (“Lei Haiyun”), ID No.: \*\*\*\*\*.

Whereas,

- (1) On December 31, 2011 and July 2, 2012, Cheerbright and Li Xiang executed loan agreements respectively in respect of the two loans of RMB 6,800,000 in total extended by Cheerbright to Li Xiang, among other things; On December 31, 2011 and July 2, 2012, Cheerbright and Fan Zheng executed loan agreements respectively in respect of the two loans of RMB 2,400,000 in total extended by Cheerbright to Fan Zheng, among other things; On December 31, 2011 and July 2, 2012, Cheerbright and Qin Zhi executed loan agreements respectively in respect of the two loans of RMB 800,000 in total extended by Cheerbright to Qin Zhi, among other things;
- (2) Li Xiang, Fan Zheng and Qin Zhi intend to transfer to Lu Min and Lei Haiyun, and Lu Min and Lei Haiyun agree to accept, all debts and all of their rights and obligations under the said loan agreements as described in above (1);
- (3) The registered capital of Shanghai You Che You Jia Advertising Co., Ltd. (hereinafter referred to as “the Target Company”) is RMB 10,000,000. Li Xiang contributed RMB 6,800,000, accounting for 68% of the total. Fan Zheng contributed RMB 2,400,000, accounting 24% of the total, and Qin Zhi contributed RMB 800,000, accounting for 8% of the total. On March 25, 2017, Li Xiang, Fan Zheng and Qin Zhi executed an equity interest purchase agreement with Lu Min and Lei Haiyun in respect of sale of 100% equity interests in the Target Company (hereinafter referred to as “Equity Interest Purchase Agreement”). Lu Min and Lei Haiyun purchase the 100% equity interests in the Target Company according to the directive of Cheerbright. Pursuant to the provisions of the Equity Interest Purchase Agreement, Lu Min and Lei Haiyun shall pay to Li Xiang, Fan Zheng and Qin Zhi respectively the equity interest sale prices that have not been paid yet. Li Xiang, Fan Zheng and Qin Zhi intend to offset the said equity interest sale prices against the debts owed by them to Lu Min and Lei Haiyun hereunder according to the following provisions; and

(4) Any currency as referred to herein shall mean RMB, except as otherwise specified.

NOW THEREFORE, in accordance with applicable laws and regulations and through amicable consultation, the Parties hereby enter into this Agreement as below:

#### Clause 1 Transfer of Debts

1.1 Li Xiang agrees to transfer to Lu Min, and Lu Min agrees to accept, the debt of RMB 3,400,000 owed by Li Xiang to Cheerbright, and Li Xiang agrees to transfer to Lei Haiyun, and Lei Haiyun agrees to accept, the debt of RMB 3,400,000 owed by Li Xiang to Cheerbright; Fan Zheng agrees to transfer to Lu Min, and Lu Min agrees to accept, the debt of RMB 1,200,000 owed by Fan Zheng to Cheerbright, and Fan Zheng agrees to transfer to Lei Haiyun, and Lei Haiyun agrees to accept, the debt of RMB 1,200,000 owed by Fan Zheng to Cheerbright; Qin Zhi agrees to transfer to Lu Min, and Lu Min agrees to accept, the debt of RMB 400,000 owed by Qin Zhi to Cheerbright, and Qin Zhi agrees to transfer to Lei Haiyun, and Lei Haiyun agrees to accept, the debt of RMB 400,000 owed by Qin Zhi to Cheerbright.

After the consummation of the transfer of the said debts, Li Xiang shall owe the debt of RMB 3,400,000 and RMB 3,400,000 respectively to Lu Min and Lei Haiyun, Fan Zheng shall owe the debt of RMB 1,200,000 and RMB 1,200,000 respectively to Lu Min and Lei Haiyun, and Qin Zhi shall owe the debt of RMB 400,000 and RMB 400,000 respectively to Lu Min and Lei Haiyun.

1.2 Cheerbright acknowledges and agrees to the said transfer of debts.

1.3 After the consummation of the transfer of the said debts, Li Xiang, Fan Zheng and Qin Zhi shall no longer owe any debt to Cheerbright; Lu Min shall owe the debt of RMB 5,000,000 to Cheerbright, and Lei Haiyun shall owe the debt of RMB 5,000,000 to Cheerbright.

#### Clause 2 Transfer of Rights and Obligations

2.1 In addition to the transfer of debts under Clause 1 hereof, Li Xiang agrees to transfer to Lu Min and Lei Haiyun, and Lu Min and Lei Haiyun agree to accept, all rights and obligations of Li Xiang under the relevant loan agreement; Fan Zheng agrees to transfer to Lu Min and Lei Haiyun, and Lu Min and Lei Haiyun agree to accept, all rights and obligations of Fan Zheng under the relevant loan agreement; Qin Zhi agrees to transfer to Lu Min and Lei Haiyun, and Lu Min and Lei Haiyun agree to accept, all rights and obligations of Qin Zhi under the relevant loan agreement.

- 2.2 Cheerbright acknowledges and agrees to the said transfer of rights and obligations.
- 2.3 Cheerbright, Lu Min and Lei Haiyun agree to novate the relevant loan agreements, so as to define Cheerbright's claims against Lu Min and Lei Haiyun and relevant rights and obligations.

#### Clause 3 Offset of Debts

- 3.1 Pursuant to the provisions of the Equity Interest Purchase Agreement, Lu Min and Lei Haiyun shall respectively pay to Li Xiang the equity interest sale prices of RMB 3,400,000; Lu Min and Lei Haiyun shall respectively pay to Fan Zheng the equity interest sale prices of RMB 1,200,000; Lu Min and Lei Haiyun shall respectively pay to Qin Zhi the equity interest sale prices of RMB 400,000. All of the said equity interest sale prices have not been paid.
- 3.2 It is acknowledged and agreed by Li Xiang, Fan Zheng and Qin Zhi that, the debts owed by Li Xiang, Fan Zheng and Qin Zhi respectively to Lu Min and Lei Haiyun shall be offset in part against the equity interest sale prices payable by Lu Min and Lei Haiyun respectively to Li Xiang, Fan Zheng and Qin Zhi under the Equity Interest Purchase Agreement.
- 3.3 After the said offset of debts, there are no debts among Li Xiang, Fan Zheng, Qin Zhi and Lu Min, Lei Haiyun.
- 3.4 It is acknowledged by the Parties, the equity interest sale prices under the Equity Interest Purchase Agreement shall be the amounts net of tax. Any taxes or levies (if any) imposed with respect to the equity interest sale shall be borne by Cheerbright, instead of the sellers of the equity interests. Cheerbright shall be responsible for communicating with the competent taxation authorities and paying the relevant taxes as requested by taxation authorities, and shall assist the sellers of equity interests to obtain the receipts of tax payment.

#### Clause 4 Liabilities for Breach of Contract

If any party fails to perform or materially breaches any provision contained herein, he or she shall indemnify the non-breaching parties for any loss caused thereby, and, except as otherwise agreed in this Agreement, the non-breaching parties may terminate this Agreement and claim against the breaching party.

#### Clause 5 Dispute Resolution

This Agreement shall be governed by and construed in accordance with the applicable laws of the People's Republic of China.

Any dispute arising out of or in connection with this Agreement shall be resolved by the Parties through amicable consultation, failing which, a lawsuit may be brought with the competent court having jurisdiction.

#### Clause 6 Miscellaneous

6.1 This Agreement shall be executed in seven originals, of which each party and the Target Company shall keep one respectively.

6.2 This Agreement shall become effective immediately after it is sealed (in case of a corporate body) or signed (in case of a natural person) by each party.

(The remainder of this page is intentionally left blank)

Beijing Cheerbright Technology Co., Ltd. (seal):

Li Xiang (signature):

/s/ Li Xiang

Qin Zhi (signature):

/s/ Qin Zhi

Lu Min (signature):

/s/ Lu Min

Fan Zheng (signature):

/s/ Fan Zheng

Lei Haiyun (signature):

/s/ Lei Haiyun

Date: March 25, 2017

## Debt Transfer and Offset Agreement

This Agreement is executed on September 30, 2016 by and among:

The Creditor: Beijing Cheerbright Technology Co., Ltd. (hereinafter referred to as “Cheerbright”)

The Transferors:

Li Xiang (“Li Xiang”), ID No.: \*\*\*\*\*;

Fan Zheng (“Fan Zheng”), ID No.: \*\*\*\*\*;

Qin Zhi (“Qin Zhi”), ID No.: \*\*\*\*\*; and

The Transferees:

Lu Min (“Lu Min”), ID No.: \*\*\*\*\*;

Lei Haiyun (“Lei Haiyun”), ID No.: \*\*\*\*\*.

Whereas,

- (1) Cheerbright and Li Xiang executed a loan agreement dated May 8, 2012 in respect of the loan of RMB 680,000 extended by Cheerbright to Li Xiang, among other things; Cheerbright and Fan Zheng executed a loan agreement dated May 8, 2012 in respect of the loan of RMB 240,000 extended by Cheerbright to Fan Zheng, among other things; Cheerbright and Qin Zhi executed a loan agreement dated May 8, 2012 in respect of the loan of RMB 80,000 extended by Cheerbright to Qin Zhi, among other things;
- (2) Li Xiang, Fan Zheng and Qin Zhi intend to transfer to Lu Min and Lei Haiyun, and Lu Min and Lei Haiyun agree to accept, all debts and all of their rights and obligations under the said loan agreements as described in above (1);
- (3) The registered capital of Guangzhou You Che You Jia Advertising Co., Ltd. (hereinafter referred to as “the Target Company”) is RMB 1,000,000, of which Li Xiang contributed RMB 680,000, accounting for 68% of the total; Fan Zheng contributed RMB 240,000, accounting 24% of the total; and Qin Zhi contributed RMB 80,000, accounting for 8% of the total. On September 30, 2016, Li Xiang, Fan Zheng and Qin Zhi executed an equity interest purchase agreement with Lu Min and Lei Haiyun in respect of sale of 100% equity interests in the Target Company (hereinafter referred to as “Equity Interest Purchase Agreement”). Lu Min and Lei Haiyun purchase the 100% equity interests in the Target Company according to the directive of Cheerbright. Pursuant to the provisions of the Equity Interest Purchase Agreement, Lu Min and Lei Haiyun shall pay to Li Xiang, Fan Zheng and Qin Zhi respectively the equity interest sale prices that have not been paid yet. Li Xiang, Fan Zheng and Qin Zhi intend to offset the said equity interest sale prices against the debts owed by them to Lu Min and Lei Haiyun hereunder according to the following provisions; and

(4) Any currency as referred to herein shall mean RMB, except as otherwise specified.

NOW THEREFORE, in accordance with applicable laws and regulations and through amicable consultation, the Parties hereby enter into this Agreement as below:

#### Clause 1 Transfer of Debts

1.1 Li Xiang agrees to transfer to Lu Min, and Lu Min agrees to accept, the debt of RMB 340,000 owed by Li Xiang to Cheerbright, and Li Xiang agrees to transfer to Lei Haiyun, and Lei Haiyun agrees to accept, the debt of RMB 340,000 owed by Li Xiang to Cheerbright; Fan Zheng agrees to transfer to Lu Min, and Lu Min agrees to accept, the debt of RMB 120,000 owed by Fan Zheng to Cheerbright, and Fan Zheng agrees to transfer to Lei Haiyun, and Lei Haiyun agrees to accept, the debt of RMB 120,000 owed by Fan Zheng to Cheerbright; Qin Zhi agrees to transfer to Lu Min, and Lu Min agrees to accept, the debt of RMB 40,000 owed by Qin Zhi to Cheerbright, and Qin Zhi agrees to transfer to Lei Haiyun, and Lei Haiyun agrees to accept, the debt of RMB 40,000 owed by Qin Zhi to Cheerbright.

After the consummation of the transfer of the said debts, Li Xiang shall owe the debt of RMB 340,000 and RMB 340,000 respectively to Lu Min and Lei Haiyun, Fan Zheng shall owe the debt of RMB 120,000 and RMB 120,000 respectively to Lu Min and Lei Haiyun, and Qin Zhi shall owe the debt of RMB 40,000 and RMB 40,000 respectively to Lu Min and Lei Haiyun.

1.2 Cheerbright acknowledges and agrees to the said transfer of debts.

1.3 After the consummation of the transfer of the said debts, Li Xiang, Fan Zheng and Qin Zhi shall no longer owe any debt to Cheerbright; Lu Min shall owe the debt of RMB 500,000 to Cheerbright, and Lei Haiyun shall owe the debt of RMB 500,000 to Cheerbright.

#### Clause 2 Transfer of Rights and Obligations

2.1 In addition to the transfer of debts under Clause 1 hereof, Li Xiang agrees to transfer to Lu Min and Lei Haiyun, and Lu Min and Lei Haiyun agree to accept, all rights and obligations of Li Xiang under the relevant loan agreement; Fan Zheng agrees to transfer to Lu Min and Lei Haiyun, and Lu Min and Lei Haiyun agree to accept, all rights and obligations of Fan Zheng under the relevant loan agreement; Qin Zhi agrees to transfer to Lu Min and Lei Haiyun, and Lu Min and Lei Haiyun agree to accept, all rights and obligations of Qin Zhi under the relevant loan agreement.



- 2.2 Cheerbright acknowledges and agrees to the said transfer of rights and obligations.
- 2.3 Cheerbright, Lu Min and Lei Haiyun agree to novate the relevant loan agreements, so as to define Cheerbright's claims against Lu Min and Lei Haiyun and relevant rights and obligations.

#### Clause 3 Offset of Debts

- 3.1 Pursuant to the provisions of the Equity Interest Purchase Agreement, Lu Min and Lei Haiyun shall respectively pay to Li Xiang the equity interest sale prices of RMB 340,000; Lu Min and Lei Haiyun shall respectively pay to Fan Zheng the equity interest sale prices of RMB 120,000; Lu Min and Lei Haiyun shall respectively pay to Qin Zhi the equity interest sale prices of RMB 40,000. All of the said equity interest sale prices have not been paid.
- 3.2 It is acknowledged and agreed by Li Xiang, Fan Zheng and Qin Zhi that, the debts owed by Li Xiang, Fan Zheng and Qin Zhi respectively to Lu Min and Lei Haiyun shall be offset in part against the equity interest sale prices payable by Lu Min and Lei Haiyun respectively to Li Xiang, Fan Zheng and Qin Zhi under the Equity Interest Purchase Agreement.
- 3.3 After the said offset of debts, there are no debts among Li Xiang, Fan Zheng, Qin Zhi and Lu Min, Lei Haiyun.
- 3.4 It is acknowledged by the Parties, the equity interest sale prices under the Equity Interest Purchase Agreement shall be the amounts net of tax. Any taxes or levies (if any) imposed with respect to the equity interest sale shall be borne by Cheerbright, instead of the sellers of the equity interests. Cheerbright shall be responsible for communicating with the competent taxation authorities and paying the relevant taxes as requested by taxation authorities, and shall assist the sellers of equity interests to obtain the receipts of tax payment.

#### Clause 4 Liabilities for Breach of Contract

If any party fails to perform or materially breaches any provision contained herein, he or she shall indemnify the non-breaching parties for any loss caused thereby, and, except as otherwise agreed in this Agreement, the non-breaching parties may terminate this Agreement and claim against the breaching party.

#### Clause 5 Dispute Resolution

This Agreement shall be governed by and construed in accordance with the applicable laws of the People's Republic of China.

Any dispute arising out of or in connection with this Agreement shall be resolved by the Parties through amicable consultation, failing which, a lawsuit may be brought with the competent court having jurisdiction.

Clause 6 Miscellaneous

- 6.1 This Agreement shall be executed in seven originals, of which each party and the Target Company shall keep one respectively.
- 6.2 This Agreement shall become effective immediately after it is sealed (in case of a corporate body) or signed (in case of a natural person) by each party.

(The remainder of this page is intentionally left blank)

Beijing Cheerbright Technology Co., Ltd. (seal):

Li Xiang (signature):

/s/ Li Xiang

Qin Zhi (signature):

/s/ Qin Zhi

Lu Min (signature):

/s/ Lu Min

Fan Zheng (signature):

/s/ Fan Zheng

Lei Haiyun (signature):

/s/ Lei Haiyun

Date: September 30, 2016

**Debt Transfer and Offset Agreement**

This Agreement is executed on September 30, 2016 by and among:

The Creditor: Beijing Chezhiying Technology Co., Ltd. (hereinafter referred to as “Chezhiying”)

The Transferors:

Qin Zhi (“Qin Zhi”), ID No.: \*\*\*\*\*;

Fan Zheng (“Fan Zheng”), ID No.: \*\*\*\*\*.

The Transferees:

Lu Min (“Lu Min”), ID No.: \*\*\*\*\*;

Lei Haiyun (“Lei Haiyun”), ID No.: \*\*\*\*\*

Whereas,

- (1) Chezhiying and Qin Zhi executed a loan agreement dated July 8, 2015 in respect of the loan of RMB 5,000,000 extended by Chezhiying to Qin Zhi, among other things; Chezhiying and Fan Zheng executed a loan agreement dated July 8, 2015 in respect of the loan of RMB 5,000,000 extended by Chezhiying to Fan Zheng, among other things;
- (2) Qin Zhi intends to transfer to Lu Min all debts and all of their rights and obligations under the said loan agreements as described in above (1), and Fan Zheng intends to transfer to Lei Haiyun all debts and all of their rights and obligations under the said loan agreements as described in above (1). Pursuant to the provisions of this Agreement, Lu Min and Lei Haiyun agree to accept respectively from Qin Zhi and Fan Zheng all debts and all of their rights and obligations under the said loan agreements;
- (3) The registered capital of Beijing Shengtuo Hongyuan Information Technology Co., Ltd. (hereinafter referred to as “the Target Company”) is RMB 10,000,000. Fan Zheng contributed RMB 5,000,000, accounting for 50% of the total and Qin Zhi contributed RMB 5,000,000, accounting 50% of the total. On September 30, 2016, Fan Zheng and Qin Zhi executed the Equity Interest Purchase Agreement with Lu Min and Lei Haiyun in respect of sale of 100% equity interests in the Target Company (hereinafter referred to as “Equity Interest Purchase Agreement”). Lu Min and Lei Haiyun purchased the 100% equity interests in the Target Company according to the direction of Chezhiying. Pursuant to the provisions of the Equity Interest Purchase Agreement, Lu Min shall pay to Qin Zhi and Lei Haiyun shall pay to Fan Zheng the equity interest sale prices that have not been paid yet. Qin Zhi and Fan Zheng intend to offset the said equity interest sale prices against the debts owed by them respectively to Lu Min and Lei Haiyun hereunder; and

(4) Any currency as referred to herein shall mean RMB, except as otherwise specified.

NOW THEREFORE, in accordance with applicable laws and regulations and through amicable consultation, the Parties hereby reach this Agreement as below:

#### Clause 1 Transfer of Debts

1.1 Qin Zhi agrees to transfer to Lu Min, and Lu Min agrees to accept, the debt of RMB 5,000,000 owed by Qin Zhi to Chezhiying, and Fan Zheng agrees to transfer to Lei Haiyun, and Lei Haiyun agrees to accept, the debt of RMB 5,000,000 owed by Qin Zhi to Chezhiying.

After the consummation of the transfer of the said debts, Qin Zhi shall owe the debt of RMB 5,000,000 to Lu Min, and Fan Zheng shall owe the debt of RMB 5,000,000 to Lei Haiyun.

1.2 Chezhiying acknowledges and agrees to the said transfer of debts.

1.3 After consummation of the transfer of the said debts, Fan Zheng and Qin Zhi shall no longer owe any debt to Chezhiying; Lu Min shall owe the debt of RMB 5,000,000 to Chezhiying, and Lei Haiyun shall owe the debt of RMB 5,000,000 to Chezhiying.

#### Clause 2 Transfer of Rights and Obligations

2.1 In addition to the transfer of debts under Clause 1 hereof, Qin Zhi agrees to transfer to Lu Min, and Lu Min agrees to accept, all rights and obligations of Qin Zhi under the relevant loan agreement; Fan Zheng agrees to transfer to Lei Haiyun, and Lei Haiyun agrees to accept, all rights and obligations of Fan Zheng under the relevant loan agreement.

2.2 Chezhiying acknowledges and agrees to the said transfer of rights and obligations.

2.3 Chezhiying, Lu Min and Lei Haiyun agree to novate the relevant loan agreements, so as to define Chezhiying's claims against Lu Min and Lei Haiyun and relevant rights and obligations.

#### Clause 3 Offset of Debts

3.1 Pursuant to the provisions of the Equity Interest Purchase Agreement, Lu Min shall pay to Qin Zhi the equity interest sale price of RMB 5,000,000; Lei Haiyun shall pay to Fan Zheng the equity interest sale price of RMB 5,000,000. No equity interest sale price have been paid.

- 3.2 It is acknowledged and agreed by Qin Zhi that, the debt owed by Qin Zhi to Lu Min hereunder shall be offset against the equity interest sale price payable by Lu Min to Qin Zhi under the Equity Interest Purchase Agreement. It is acknowledged and agreed by Fan Zheng that, the debt owed by Fan Zheng to Lei Haiyun hereunder shall be offset against the equity interest sale price payable by Lei Haiyun to Fan Zheng under the Equity Interest Purchase Agreement.
- 3.3 After the said offset of debts, there are no debts between Qin Zhi and Lu Min, and between Fan Zheng and Lei Haiyun.
- 3.4 It is acknowledged by the Parties, the equity interest sale prices under the Equity Interest Purchase Agreement shall be the amounts net of tax. Any taxes or levies (if any) imposed with respect to the equity interest sale shall be borne by Chezhiying, instead of the sellers of the equity interests. Chezhiying shall be responsible for communicating with the competent taxation authorities and paying the relevant taxes as required by taxation authorities, and shall assist the sellers of equity interests to obtain the receipts of tax payment.

#### Clause 4 Liabilities for Breach of Contract

If any party fails to perform or materially breaches any provisions contained herein, it shall indemnify the non-breaching parties for any losses caused thereby, and, except as otherwise agreed in this Agreement, the non-breaching parties may terminate this Agreement and claim against the breaching party.

#### Clause 5 Dispute Resolution

This Agreement shall be governed by and construed in accordance with the applicable laws of the People's Republic of China.

Any dispute arising out of or in connection with this Agreement shall be resolved by the Parties through amicable consultation, failing which, a lawsuit may be brought with the competent court having jurisdiction.

#### Clause 6 Miscellaneous

- 6.1 This Agreement shall be executed in six originals, of which each party and the Target Company shall keep one respectively.
- 6.2 This Agreement shall become effective immediately after it is sealed (in case of a corporate body) or signed (in case of a natural person) by each party.

(The remainder of this page is intentionally left blank)

Beijing Chezhiying Technology Co., Ltd. (seal):

Qin Zhi (signature):

/s/ Qin Zhi

Fan Zheng (signature):

/s/ Fan Zheng

Lu Min (signature):

/s/ Lu Min

Lei Haiyun (signature):

/s/ Lei Haiyun

Date: September 30, 2016

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**Exclusive Technical Consulting and  
Services Agreement**

---

*between*

**Beijing Autohome Information Technology Co., Ltd.**

*and*

**Beijing Cheerbright Technologies Co., Ltd.**

**March 25, 2017**



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EXHIBIT:	
I. SCOPE OF SERVICES	
II. CALCULATION AND PAYMENT OF THE SERVICE FEE	

THIS EXCLUSIVE TECHNICAL CONSULTING AND SERVICES AGREEMENT (**Agreement**) is entered into on March 25, 2017 (**Execution Date**) in Beijing, the People's Republic of China (**PRC**).

*between*

(1) **Beijing Autohome Information Technology Co., Ltd.**, with its registered address at 1011-1015,F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

*and*

(2) **Beijing Cheerbright Technologies Co., Ltd.**, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party B**).

**Recitals**

- A. Party A is a domestic company duly incorporated and validly existing under the laws of the PRC, and is an operating vehicle of the website ([www.autohome.com.cn](http://www.autohome.com.cn)), Party A wishes to develop its technology, improve its management and increase and enhance its market position.
- B. Party B is a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, which holds the resources and qualifications for technical and consulting services. Party B is engaged in research and development relating to networks and has expertise in providing technical training and consulting services.

NOW, THEREFORE, the parties agree as follows:

1. APPOINTMENT AND PROVISION OF SERVICES

- 1.1 **Scope of Services.** Party A hereby appoints Party B to provide Party A with the Services detailed in the Exhibit I (**Services**).
- 1.2 **Provision of Services.** The Parties agree that Party B shall provide the Services to Party A on an exclusive basis, for the duration of the term of this Agreement and at standards commonly accepted in the market.
- 1.3 **Financial Support.** To ensure that the cash flow requirements of Party A's ordinary operations are met and/or to set off any loss accrued during such operations, Party B is obligated, only to the extent permissible under PRC law, to provide financing support for Party A, whether or not Party A actually incurs any such operational loss. Party B's financing support for Party A may take the form of bank entrusted loans or borrowings. Contracts for any such entrusted loans or borrowings shall be executed separately. Party B will not request repayment if Party A is unable to do so.

2. INTELLECTUAL PROPERTY RIGHTS

The Parties agree that the intellectual property rights created by Party B in the course of performing this Agreement (including without limitation any copyrights, trademarks or logos registered or not, patents and proprietary technology), shall belong to Party B.

3. SERVICE FEE AND PAYMENT

- 3.1 **Service Fee.** The Parties agree that the Service Fee under this Agreement shall be determined according to the Exhibit II.
- 3.2 **Payment Method.** Party B shall, within the first 5 days of each month, provide Party A with written statement of the service fee spent providing the Services during the previous month. Party A shall confirm to Party B in writing within 3 business days of receipt that the service fee is correct. If Party A fails to provide such confirmation on time, Party A shall be deemed to have confirmed Party B's statement. Party A shall pay the service fee to Party B's designated account within 10 days after confirming the service fee provided in Party B's statement.

4. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that, as of the date of signing hereof:

- 4.1 it has full power and authority as an independent legal person to execute and deliver this Agreement and to carry out its responsibilities and obligations hereunder;
- 4.2 its execution and performance of this Agreement will not result in a breach of any law, regulation, authorization or agreement to which it is subject.

5. CONFIDENTIALITY

- 5.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all information relating to or arisen from this Agreement, or made available under this Agreement to a party or any associate thereof (**Confidential Information**). Without the prior written consent of the other party, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other party immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation. Notwithstanding anything to the contrary above, Party A shall have the full right to disclose any Confidential Information to its shareholders, affiliates or professional advisors.
- 5.2 **Obligations upon Termination.** Upon termination of this Agreement, either party shall, at the request of the other party, return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the Confidential Information belonging to the other party and delete such Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.

5.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

6. **BREACH**

6.1 **Written Notice.** If a party breaches any of its respective representations, warranties or obligations under this Agreement, the non-breaching party may send a written notice to the breaching party demanding rectification within 10 days.

6.2 **Compensation.** The breaching party shall be liable to compensate the non-breaching party for any losses it has sustained as a result of the breach, including loss of profits.

7. **FORCE MAJEURE**

7.1 **Definition.** The term Force Majeure refers to any unforeseeable (or if foreseeable, reasonably unavoidable), event beyond the reasonable control of any party which prevents the performance of this Agreement, including without limitation acts of government, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning and war, but excluding any shortage of credit.

- 7.2 **Exemption.** Where either party fails to perform this Agreement in full or in part due to Force Majeure, such party shall be exempted from its responsibilities hereunder, to the extent of the Force Majeure in question and except where PRC law provides otherwise. For the avoidance of doubt, a party shall not be excused from performing its obligations hereunder where Force Majeure occurs following the delay by that party to perform this Agreement.
- 7.3 **Notice.** Should either party be unable to perform this Agreement as a result of Force Majeure, it shall inform the other party, as soon as possible following the occurrence of such Force Majeure, of the situation and the reason(s) for non-performance, so as to minimize any losses incurred by the other party as a consequence thereof. Furthermore, within a reasonable time after notice of Force Majeure has been given, the party encountering Force Majeure shall provide to the other party a legal certificate issued by a public notary (or other appropriate organization) of the place wherein the Force Majeure occurred, in witness of the same.
- 7.4 **Mitigation.** The party affected by Force Majeure may suspend the performance of its obligations under this Agreement until any disruption resulting from the Force Majeure has been resolved. However, such party shall make every effort to eliminate any obstacles resulting from the Force Majeure, thereby minimizing to the greatest extent possible the adverse effects of such, as well as any resulting losses.

8. EFFECTIVE DATE AND TERM

- 8.1 **Term.** This Agreement shall enter into effect as of the date first indicated above and shall continue for a period of 30 years unless it is extended according to Article 8.2 or terminated early according to Article 9.
- 8.2 **Extension.** This Agreement shall be automatically extended for another ten (10) years except Party B gives its written notice terminating this Agreement three (3) months before the expiration of this Agreement.

9. TERMINATION

- 9.1 **Early Termination.** This Agreement may be terminated early in the following situations:
  - 9.1.1 with the mutual written consent of the parties following consultation;
  - 9.1.2 in case of a Force Majeure event prevailing for 30 days or longer, the Parties shall discuss whether performance under this Agreement shall be partially exempted or postponed according to the degree by which such performance is affected by the Force Majeure event; or
  - 9.1.3 by Party B with 30 days' prior written notice to Party A at any time.



9.2 **Survival of Obligations.** The expiry or early termination of this Agreement for any reason whatsoever shall not affect the payment obligations of the parties hereunder, the respective liability of the parties for damages or the confidentiality obligations of the parties.

10. MISCELLANEOUS

10.1 **Notices and Delivery.** All notices and communications between the parties shall be written in English and delivered in person (including courier service), by facsimile transmission or by registered mail to the appropriate addresses set forth below:

**Party A**

Address : Room 1011-1015, F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : 86-10-59857002  
Fax : 86-10-59857387  
Attn : Lu Min

**Party B**

Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : 86-10-59857001  
Fax : 86-10-59857387  
Attn : Lu Min

- 10.2 **Timing.** The time of receipt of the notice or communication shall be deemed to be:
- 10.2.1 if in person (including courier), at the time of signing of a receipt by the receiving party or a duly authorized person at the receiving party's address;
  - 10.2.2 if by facsimile transmission, at the time displayed in the corresponding transmission record, unless such facsimile is sent after 5:00 p.m. or on a non-business day in the place of receipt, in which case the date of receipt shall be deemed to be the following business day; or
  - 10.2.3 if by registered mail, on the 10<sup>th</sup> day after the date of the receipt of the registered mail.
- 10.3 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of either party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 10.4 **Severability.** The provisions of this Agreement are severable from each other. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

- 10.5 **Successors.** This Agreement shall be valid and binding upon the parties and upon their respective successors and assigns (if any).
- 10.6 **Assignment.** Party A shall not assign its rights or obligations under this Agreement to any third party without the prior written consent of Party B. Party B may transfer its rights or obligations under this Agreement to any third party without the consent of Party A, but shall inform Party A of the above assignment.
- 10.7 **Governing Law.** The execution, validity, interpretation and implementation of this Agreement and the settlement of disputes hereunder shall be governed by PRC law.
- 10.8 **Arbitration.**
- 10.8.1 If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.
- 10.8.2 If the dispute cannot be resolved in the above manner within 30 days after the commencement of the consultation or mediation, either party may submit the dispute to arbitration as follows:
- 10.8.2.1 all disputes arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's then-current rules; and

10.8.2.2 the arbitration shall be held in Beijing and conducted in the English language, with the arbitral award being final and binding upon the parties.

10.8.3 When any dispute is submitted to arbitration, the parties shall continue to perform their obligations under this Agreement.

10.9 **Entire Agreement.** This Agreement and its Exhibits shall constitute the entire agreement between the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements, including without limitation, the Original Agreement.

10.10 **Amendments.** Without the prior written consent of Party B, Party A shall not amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.

10.11 **Language and Copies.**

This Agreement is prepared in both English and Chinese. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.

[The space below is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives on the date first indicated above.

**Party A: Beijing Autohome Information Technology Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Name: Lu Min  
Title: Legal Representative  
Company Seal: (seal)

**Party B: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Name: Lu Min  
Title: Legal Representative  
Company seal: (seal)

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Exclusive Technical Consulting and Services Agreement

**Scope of Services**

1. **Technical Services.** Party B will provide technical services and training to Party A, taking advantage of Party B's advanced network, website and multimedia technologies to improve Party A's system integration. Such technical services shall include:
  - (a) administering, managing and maintaining Party A's information application system and website system infrastructure;
  - (b) providing system optimization plans and implementing optimization features;
  - (c) assuring the security and reliability of the website application systems;
  - (d) procuring, installing and supporting the relevant products produced by Party B, and providing training in the use of those products;
  - (e) managing and maintaining all network and providing technologies to assure the reliability and efficiency thereof;
  - (f) providing information technology services and assuring the reliable operation of the information infrastructure.
2. **Marketing and Management Consulting.** For the purposes of expanding Party A's market share, popularizing its products and creating an efficient internal operations, Party B will provide consulting services regarding marketing and management, which shall include:
  - (a) providing strategic co-operation proposals and recommending relevant partners to Party A, and assisting Party A to establish and develop cooperative relationships with such partners with respect to advertising;

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Exclusive Technical Consulting and Services Agreement

- (b) providing Party A with market development strategies, including but not limited to the design and improvement of Party A's products, services and business model as well as strategic on its market position and brand-building; and
- (c) training management personnel and providing management consultation services, including but not limited to regular business training for Party A's management personnel and formulating realistic and effective solutions to existing problems in Party A's business operations.

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Exclusive Technical Consulting and Services Agreement

**Calculation and Payment of the Service Fee**

**DURING THE TERM OF THIS AGREEMENT, THE SERVICE FEE PAYABLE BY PARTY A TO PARTY B FOR SERVICES RENDERED ACCORDING TO EXHIBIT I SHALL BE A FEE IN RMB DETERMINED BY THE FOLLOWING FORMULA:**

**SERVICE FEE PAYABLE = PARTY A'S REVENUE – TURNOVER TAXES – PARTY A'S TOTAL COSTS – PROFIT TO BE RETAINED BY PARTY A;**

Where:

- Party A's Revenue is revenue received by Party A from third parties in the course of its ordinary business;
- Turnover Taxes include, but are not limited to, business tax (if applicable), value-added tax, urban maintenance and construction tax and education surcharges;
- Party A's Total Costs include all costs and expenses, such as costs of goods sold and operating costs incurred by Party A for carrying out the business; and
- Profit to be retained by Party A shall be determined by a reputable certified public accountant designated by Party B.

During the term of this Agreement, Party B shall have the right to adjust the above Fees at its sole discretion without the consent of Party A.

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Exclusive Technical Consulting and Services Agreement



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**Exclusive Technical Consulting and  
Services Agreement**

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*between*

**Shanghai You Che You Jia Advertising Co., Ltd.**

*and*

**Beijing Cheerbright Technologies Co., Ltd.**

**March 2017**

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I. SCOPE OF SERVICES	
II. CALCULATION AND PAYMENT OF THE SERVICE FEE	

THIS EXCLUSIVE TECHNICAL CONSULTING AND SERVICES AGREEMENT (**Agreement**) is entered into on March 25, 2017 (**Execution Date**) in Beijing, the People's Republic of China (**PRC**).

*between*

(1) **Shanghai You Che You Jia Advertising Co., Ltd.**, a company duly organized and existing under the PRC laws with its legal address at Room 3031, District A, Unit H, No.55 Huiyuan Road, Jiading Industry District, Shanghai, China (**Party A**);

*and*

(2) **Beijing Cheerbright Technologies Co., Ltd.**, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party B**).

**Recitals**

- A. Party A is a domestic company duly incorporated and validly existing under the laws of the PRC, which engages in the business of advertising agency. Party A wishes to develop its technology, improve its management and increase and enhance its market position.
- B. Party B is a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, which holds the resources and qualifications for technical and consulting services. Party B is engaged in research and development relating to networks and has expertise in providing technical training and consulting services.

NOW, THEREFORE, the parties agree as follows:

1. APPOINTMENT AND PROVISION OF SERVICES

- 1.1 **Scope of Services.** Party A hereby appoints Party B to provide Party A with the Services detailed in the Exhibit I (**Services**).
- 1.2 **Provision of Services.** The Parties agree that Party B shall provide the Services to Party A on an exclusive basis, for the duration of the term of this Agreement and at standards commonly accepted in the market.
- 1.3 **Financial Support.** To ensure that the cash flow requirements of Party A's ordinary operations are met and/or to set off any loss accrued during such operations, Party B is obligated, only to the extent permissible under PRC law, to provide financing support for Party A, whether or not Party A actually incurs any such operational loss. Party B's financing support for Party A may take the form of bank entrusted loans or borrowings. Contracts for any such entrusted loans or borrowings shall be executed separately. Party B will not request repayment if Party A is unable to do so.

2. INTELLECTUAL PROPERTY RIGHTS

The Parties agree that the intellectual property rights created by Party B in the course of performing this Agreement (including without limitation any copyrights, trademarks or logos registered or not, patents and proprietary technology), shall belong to Party B.

3. SERVICE FEE AND PAYMENT

- 3.1 **Service Fee.** The Parties agree that the Service Fee under this Agreement shall be determined according to the Exhibit II.
- 3.2 **Payment Method.** Party B shall, within the first 5 days of each month, provide Party A with written statement of the service fee spent providing the Services during the previous month. Party A shall confirm to Party B in writing within 3 business days of receipt that the service fee is correct. If Party A fails to provide such confirmation on time, Party A shall be deemed to have confirmed Party B's statement. Party A shall pay the service fee to Party B's designated account within 10 days after confirming the service fee provided in Party B's statement.

4. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that, as of the date of signing hereof:

- 4.1 it has full power and authority as an independent legal person to execute and deliver this Agreement and to carry out its responsibilities and obligations hereunder;
- 4.2 its execution and performance of this Agreement will not result in a breach of any law, regulation, authorization or agreement to which it is subject.

5. CONFIDENTIALITY

- 5.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all information relating to or arisen from this Agreement, or made available under this Agreement to a party or any associate thereof (**Confidential Information**). Without the prior written consent of the other party, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other party immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation. Notwithstanding anything to the contrary above, Party A shall have the full right to disclose any Confidential Information to its shareholders, affiliates or professional advisors.
- 5.2 **Obligations upon Termination.** Upon termination of this Agreement, either party shall, at the request of the other party, return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the Confidential Information belonging to the other party and delete such Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.

5.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

6. **BREACH**

6.1 **Written Notice.** If a party breaches any of its respective representations, warranties or obligations under this Agreement, the non-breaching party may send a written notice to the breaching party demanding rectification within 10 days.

6.2 **Compensation.** The breaching party shall be liable to compensate the non-breaching party for any losses it has sustained as a result of the breach, including loss of profits.

7. **FORCE MAJEURE**

7.1 **Definition.** The term Force Majeure refers to any unforeseeable (or if foreseeable, reasonably unavoidable), event beyond the reasonable control of any party which prevents the performance of this Agreement, including without limitation acts of government, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning and war, but excluding any shortage of credit.

- 7.2 **Exemption.** Where either party fails to perform this Agreement in full or in part due to Force Majeure, such party shall be exempted from its responsibilities hereunder, to the extent of the Force Majeure in question and except where PRC law provides otherwise. For the avoidance of doubt, a party shall not be excused from performing its obligations hereunder where Force Majeure occurs following the delay by that party to perform this Agreement.
- 7.3 **Notice.** Should either party be unable to perform this Agreement as a result of Force Majeure, it shall inform the other party, as soon as possible following the occurrence of such Force Majeure, of the situation and the reason(s) for non-performance, so as to minimize any losses incurred by the other party as a consequence thereof. Furthermore, within a reasonable time after notice of Force Majeure has been given, the party encountering Force Majeure shall provide to the other party a legal certificate issued by a public notary (or other appropriate organization) of the place wherein the Force Majeure occurred, in witness of the same.
- 7.4 **Mitigation.** The party affected by Force Majeure may suspend the performance of its obligations under this Agreement until any disruption resulting from the Force Majeure has been resolved. However, such party shall make every effort to eliminate any obstacles resulting from the Force Majeure, thereby minimizing to the greatest extent possible the adverse effects of such, as well as any resulting losses.



8. EFFECTIVE DATE AND TERM

- 8.1 **Term.** This Agreement shall enter into effect as of the date first indicated above and shall continue for a period of 30 years unless it is extended according to Article 8.2 or terminated early according to Article 9.
- 8.2 **Extension.** This Agreement shall be automatically extended for another ten (10) years except Party B gives its written notice terminating this Agreement three (3) months before the expiration of this Agreement.

9. TERMINATION

- 9.1 **Early Termination.** This Agreement may be terminated early in the following situations:
  - 9.1.1 with the mutual written consent of the parties following consultation;
  - 9.1.2 in case of a Force Majeure event prevailing for 30 days or longer, the Parties shall discuss whether performance under this Agreement shall be partially exempted or postponed according to the degree by which such performance is affected by the Force Majeure event; or
  - 9.1.3 by Party B with 30 days' prior written notice to Party A at any time.

9.2 **Survival of Obligations.** The expiry or early termination of this Agreement for any reason whatsoever shall not affect the payment obligations of the parties hereunder, the respective liability of the parties for damages or the confidentiality obligations of the parties.

10. MISCELLANEOUS

10.1 **Notices and Delivery.** All notices and communications between the parties shall be written in English and delivered in person (including courier service), by facsimile transmission or by registered mail to the appropriate addresses set forth below:

**Party A**

Address : Room 3031, District A, Unit H, No.55 Huiyuan  
Road, Jiading Industry District, Shanghai, China  
Tel : 86-021-32791725  
Attn : Lu Min

**Party B**

Address : 1010, Tower B, No. 3, Danling Street, Haidian  
District, Beijing 100080, China  
Tel : 86-10-59857001  
Fax : 86-10-59857387  
Attn : Lu Min

- 10.2 **Timing.** The time of receipt of the notice or communication shall be deemed to be:
- 10.2.1 if in person (including courier), at the time of signing of a receipt by the receiving party or a duly authorized person at the receiving party's address;
  - 10.2.2 if by facsimile transmission, at the time displayed in the corresponding transmission record, unless such facsimile is sent after 5:00 p.m. or on a non-business day in the place of receipt, in which case the date of receipt shall be deemed to be the following business day; or
  - 10.2.3 if by registered mail, on the 10<sup>th</sup> day after the date of the receipt of the registered mail.
- 10.3 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of either party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 10.4 **Severability.** The provisions of this Agreement are severable from each other. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

- 10.5 **Successors.** This Agreement shall be valid and binding upon the parties and upon their respective successors and assigns (if any).
- 10.6 **Assignment.** Party A shall not assign its rights or obligations under this Agreement to any third party without the prior written consent of Party B. Party B may transfer its rights or obligations under this Agreement to any third party without the consent of Party A, but shall inform Party A of the above assignment.
- 10.7 **Governing Law.** The execution, validity, interpretation and implementation of this Agreement and the settlement of disputes hereunder shall be governed by PRC law.
- 10.8 **Arbitration.**
- 10.8.1 If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.
- 10.8.2 If the dispute cannot be resolved in the above manner within 30 days after the commencement of the consultation or mediation, either party may submit the dispute to arbitration as follows:
- 10.8.2.1 all disputes arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's then-current rules; and

10.8.2.2 the arbitration shall be held in Beijing and conducted in the English language, with the arbitral award being final and binding upon the parties.

10.8.3 When any dispute is submitted to arbitration, the parties shall continue to perform their obligations under this Agreement.

10.9 **Entire Agreement.** This Agreement and its Exhibits shall constitute the entire agreement between the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements, including without limitation, the Original Agreement.

10.10 **Amendments.** Without the prior written consent of Party B, Party A shall not amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.

10.11 **Language and Copies.**

This Agreement is prepared in both English and Chinese, and both language versions have the same legal effect. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.

[The space below is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives on the date first indicated above.

**Party A: Shanghai You Che You Jia Advertising Co., Ltd.**

/s/ Lu Min

\_\_\_\_\_  
Name: Lu Min

Title: Legal Representative

Company Seal: (seal)

**Party B: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min

\_\_\_\_\_  
Name: Lu Min

Title: Legal Representative

Company Seal: (seal)

\_\_\_\_\_  
Exclusive Technical Consulting and Services Agreement

**Scope of Services**

1. **Technical Services.** Party B will provide technical services and training to Party A, taking advantage of Party B's advanced network, website and multimedia technologies to improve Party A's system integration. Such technical services shall include:
  - (a) administering, managing and maintaining Party A's information application system and website system infrastructure;
  - (b) providing system optimization plans and implementing optimization features;
  - (c) assuring the security and reliability of the website application systems;
  - (d) procuring, installing and supporting the relevant products produced by Party B, and providing training in the use of those products;
  - (e) managing and maintaining all network and providing technologies to assure the reliability and efficiency thereof;
  - (f) providing information technology services and assuring the reliable operation of the information infrastructure.
2. **Marketing and Management Consulting.** For the purposes of expanding Party A's market share, popularizing its products and creating an efficient internal operations, Party B will provide consulting services regarding marketing and management, which shall include:
  - (a) providing strategic co-operation proposals and recommending relevant partners to Party A, and assisting Party A to establish and develop cooperative relationships with such partners with respect to advertising;

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Exclusive Technical Consulting and Services Agreement

- (b) providing Party A with market development strategies, including but not limited to the design and improvement of Party A's products, services and business model as well as strategic on its market position and brand-building; and
- (c) training management personnel and providing management consultation services, including but not limited to regular business training for Party A's management personnel and formulating realistic and effective solutions to existing problems in Party A's business operations.

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Exclusive Technical Consulting and Services Agreement



**Calculation and Payment of the Service Fee**

**DURING THE TERM OF THIS AGREEMENT, THE SERVICE FEE PAYABLE BY PARTY A TO PARTY B FOR SERVICES RENDERED ACCORDING TO EXHIBIT I SHALL BE A FEE IN RMB DETERMINED BY THE FOLLOWING FORMULA:**

**SERVICE FEE PAYABLE = PARTY A'S REVENUE – TURNOVER TAXES – PARTY A'S TOTAL COSTS – PROFIT TO BE RETAINED BY PARTY A;**

Where:

- Party A's Revenue is revenue received by Party A from third parties in the course of its ordinary business;
- Turnover Taxes include, but are not limited to, business tax (if applicable), value-added tax, urban maintenance and construction tax and education surcharges;
- Party A's Total Costs include all costs and expenses, such as costs of goods sold and operating costs incurred by Party A for carrying out the business; and
- Profit to be retained by Party A shall be determined by a reputable certified public accountant designated by Party B.

During the term of this Agreement, Party B shall have the right to adjust the above Fees at its sole discretion without the consent of Party A.

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Exclusive Technical Consulting and Services Agreement

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**Exclusive Technical Consulting and  
Services Agreement**

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*between*

**Guangzhou You Che You Jia Advertising Co., Ltd.**

*and*

**Beijing Cheerbright Technologies Co., Ltd.**

**September 30, 2016**

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EXHIBIT:	
I. SCOPE OF SERVICES	
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THIS EXCLUSIVE TECHNICAL CONSULTING AND SERVICES AGREEMENT (**Agreement**) is entered into on September 30, 2016 (**Execution Date**) in Beijing, the People's Republic of China (**PRC**).

*between*

(1) **Guangzhou You Che You Jia Advertising Co., Ltd.**, a company duly organized and existing under the PRC laws with its legal address at Unit 05, Room 3101, No.85 Huacheng Avenue, Tianhe District, Guangzhou, China (**Party A**);

*and*

(2) **Beijing Cheerbright Technologies Co., Ltd.**, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party B**).

**Recitals**

- A. Party A is a domestic company duly incorporated and validly existing under the laws of the PRC, which engages in the business of advertising agency. Party A wishes to develop its technology, improve its management and increase and enhance its market position.
- B. Party B is a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, which holds the resources and qualifications for technical and consulting services. Party B is engaged in research and development relating to networks and has expertise in providing technical training and consulting services.

NOW, THEREFORE, the parties agree as follows:

1. APPOINTMENT AND PROVISION OF SERVICES

- 1.1 **Scope of Services.** Party A hereby appoints Party B to provide Party A with the Services detailed in the Exhibit I (**Services**).
- 1.2 **Provision of Services.** The Parties agree that Party B shall provide the Services to Party A on an exclusive basis, for the duration of the term of this Agreement and at standards commonly accepted in the market.
- 1.3 **Financial Support.** To ensure that the cash flow requirements of Party A's ordinary operations are met and/or to set off any loss accrued during such operations, Party B is obligated, only to the extent permissible under PRC law, to provide financing support for Party A, whether or not Party A actually incurs any such operational loss. Party B's financing support for Party A may take the form of bank entrusted loans or borrowings. Contracts for any such entrusted loans or borrowings shall be executed separately. Party B will not request repayment if Party A is unable to do so.

2. INTELLECTUAL PROPERTY RIGHTS

The Parties agree that the intellectual property rights created by Party B in the course of performing this Agreement (including without limitation any copyrights, trademarks or logos registered or not, patents and proprietary technology), shall belong to Party B.

3. SERVICE FEE AND PAYMENT

- 3.1 **Service Fee.** The Parties agree that the Service Fee under this Agreement shall be determined according to the Exhibit II.
- 3.2 **Payment Method.** Party B shall, within the first 5 days of each month, provide Party A with written statement of the service fee spent providing the Services during the previous month. Party A shall confirm to Party B in writing within 3 business days of receipt that the service fee is correct. If Party A fails to provide such confirmation on time, Party A shall be deemed to have confirmed Party B's statement. Party A shall pay the service fee to Party B's designated account within 10 days after confirming the service fee provided in Party B's statement.

4. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that, as of the date of signing hereof:

- 4.1 it has full power and authority as an independent legal person to execute and deliver this Agreement and to carry out its responsibilities and obligations hereunder;
- 4.2 its execution and performance of this Agreement will not result in a breach of any law, regulation, authorization or agreement to which it is subject.

5. CONFIDENTIALITY

- 5.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all information relating to or arisen from this Agreement, or made available under this Agreement to a party or any associate thereof (**Confidential Information**). Without the prior written consent of the other party, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other party immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation. Notwithstanding anything to the contrary above, Party A shall have the full right to disclose any Confidential Information to its shareholders, affiliates or professional advisors.
- 5.2 **Obligations upon Termination.** Upon termination of this Agreement, either party shall, at the request of the other party, return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the Confidential Information belonging to the other party and delete such Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.

5.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

6. BREACH

6.1 **Written Notice.** If a party breaches any of its respective representations, warranties or obligations under this Agreement, the non-breaching party may send a written notice to the breaching party demanding rectification within 10 days.

6.2 **Compensation.** The breaching party shall be liable to compensate the non-breaching party for any losses it has sustained as a result of the breach, including loss of profits.

7. FORCE MAJEURE

7.1 **Definition.** The term Force Majeure refers to any unforeseeable (or if foreseeable, reasonably unavoidable), event beyond the reasonable control of any party which prevents the performance of this Agreement, including without limitation acts of government, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning and war, but excluding any shortage of credit.



- 7.2 **Exemption.** Where either party fails to perform this Agreement in full or in part due to Force Majeure, such party shall be exempted from its responsibilities hereunder, to the extent of the Force Majeure in question and except where PRC law provides otherwise. For the avoidance of doubt, a party shall not be excused from performing its obligations hereunder where Force Majeure occurs following the delay by that party to perform this Agreement.
- 7.3 **Notice.** Should either party be unable to perform this Agreement as a result of Force Majeure, it shall inform the other party, as soon as possible following the occurrence of such Force Majeure, of the situation and the reason(s) for non-performance, so as to minimize any losses incurred by the other party as a consequence thereof. Furthermore, within a reasonable time after notice of Force Majeure has been given, the party encountering Force Majeure shall provide to the other party a legal certificate issued by a public notary (or other appropriate organization) of the place wherein the Force Majeure occurred, in witness of the same.
- 7.4 **Mitigation.** The party affected by Force Majeure may suspend the performance of its obligations under this Agreement until any disruption resulting from the Force Majeure has been resolved. However, such party shall make every effort to eliminate any obstacles resulting from the Force Majeure, thereby minimizing to the greatest extent possible the adverse effects of such, as well as any resulting losses.

8. EFFECTIVE DATE AND TERM

- 8.1 **Term.** This Agreement shall enter into effect as of the date first indicated above and shall continue for a period of 30 years unless it is extended according to Article 8.2 or terminated early according to Article 9.
- 8.2 **Extension.** This Agreement shall be automatically extended for another ten (10) years except Party B gives its written notice terminating this Agreement three (3) months before the expiration of this Agreement.

9. TERMINATION

- 9.1 **Early Termination.** This Agreement may be terminated early in the following situations:
  - 9.1.1 with the mutual written consent of the parties following consultation;
  - 9.1.2 in case of a Force Majeure event prevailing for 30 days or longer, the Parties shall discuss whether performance under this Agreement shall be partially exempted or postponed according to the degree by which such performance is affected by the Force Majeure event; or
  - 9.1.3 by Party B with 30 days' prior written notice to Party A at any time.

9.2 **Survival of Obligations.** The expiry or early termination of this Agreement for any reason whatsoever shall not affect the payment obligations of the parties hereunder, the respective liability of the parties for damages or the confidentiality obligations of the parties.

10. MISCELLANEOUS

10.1 **Notices and Delivery.** All notices and communications between the parties shall be written in English and delivered in person (including courier service), by facsimile transmission or by registered mail to the appropriate addresses set forth below:

**Party A**

Address : Unit 05, Room 3101, No.85 Huacheng Avenue, Tianhe District, Guangzhou, China,  
Tel : 86-020-81166306  
Attn : Lu Min

**Party B**

Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : 86-10-59857001  
Fax : 86-10-59857387  
Attn : Lu Min

- 10.2 **Timing.** The time of receipt of the notice or communication shall be deemed to be:
- 10.2.1 if in person (including courier), at the time of signing of a receipt by the receiving party or a duly authorized person at the receiving party's address;
  - 10.2.2 if by facsimile transmission, at the time displayed in the corresponding transmission record, unless such facsimile is sent after 5:00 p.m. or on a non-business day in the place of receipt, in which case the date of receipt shall be deemed to be the following business day; or
  - 10.2.3 if by registered mail, on the 10<sup>th</sup> day after the date of the receipt of the registered mail.
- 10.3 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of either party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 10.4 **Severability.** The provisions of this Agreement are severable from each other. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

- 10.5 **Successors.** This Agreement shall be valid and binding upon the parties and upon their respective successors and assigns (if any).
- 10.6 **Assignment.** Party A shall not assign its rights or obligations under this Agreement to any third party without the prior written consent of Party B. Party B may transfer its rights or obligations under this Agreement to any third party without the consent of Party A, but shall inform Party A of the above assignment.
- 10.7 **Governing Law.** The execution, validity, interpretation and implementation of this Agreement and the settlement of disputes hereunder shall be governed by PRC law.
- 10.8 **Arbitration.**
- 10.8.1 If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.
- 10.8.2 If the dispute cannot be resolved in the above manner within 30 days after the commencement of the consultation or mediation, either party may submit the dispute to arbitration as follows:
- 10.8.2.1 all disputes arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's then-current rules; and

10.8.2.2 the arbitration shall be held in Beijing and conducted in the English language, with the arbitral award being final and binding upon the parties.

10.8.3 When any dispute is submitted to arbitration, the parties shall continue to perform their obligations under this Agreement.

10.9 **Entire Agreement.** This Agreement and its Exhibits shall constitute the entire agreement between the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements, including without limitation, the Original Agreement.

10.10 **Amendments.** Without the prior written consent of Party B, Party A shall not amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.

10.11 **Language and Copies.**

This Agreement is prepared in both English and Chinese, and both language versions have the same legal effect. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.

[The space below is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives on the date first indicated above.

**Party A: Guangzhou You Che You Jia Advertising Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Name: Lu Min  
Title: Legal Representative  
Company Seal: (seal)

**Party B: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Name: Lu Min  
Title: Legal Representative  
Company seal: (seal)

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Exclusive Technical Consulting and Services Agreement

**Scope of Services**

1. **Technical Services.** Party B will provide technical services and training to Party A, taking advantage of Party B's advanced network, website and multimedia technologies to improve Party A's system integration. Such technical services shall include:
  - (a) administering, managing and maintaining Party A's information application system and website system infrastructure;
  - (b) providing system optimization plans and implementing optimization features;
  - (c) assuring the security and reliability of the website application systems;
  - (d) procuring, installing and supporting the relevant products produced by Party B, and providing training in the use of those products;
  - (e) managing and maintaining all network and providing technologies to assure the reliability and efficiency thereof;
  - (f) providing information technology services and assuring the reliable operation of the information infrastructure.
2. **Marketing and Management Consulting.** For the purposes of expanding Party A's market share, popularizing its products and creating an efficient internal operations, Party B will provide consulting services regarding marketing and management, which shall include:
  - (a) providing strategic co-operation proposals and recommending relevant partners to Party A, and assisting Party A to establish and develop cooperative relationships with such partners with respect to advertising;

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Exclusive Technical Consulting and Services Agreement



- (b) providing Party A with market development strategies, including but not limited to the design and improvement of Party A's products, services and business model as well as strategic on its market position and brand-building; and
- (c) training management personnel and providing management consultation services, including but not limited to regular business training for Party A's management personnel and formulating realistic and effective solutions to existing problems in Party A's business operations.

---

Exclusive Technical Consulting and Services Agreement

**Calculation and Payment of the Service Fee**

**DURING THE TERM OF THIS AGREEMENT, THE SERVICE FEE PAYABLE BY PARTY A TO PARTY B FOR SERVICES RENDERED ACCORDING TO EXHIBIT I SHALL BE A FEE IN RMB DETERMINED BY THE FOLLOWING FORMULA:**

**SERVICE FEE PAYABLE = PARTY A'S REVENUE – TURNOVER TAXES – PARTY A'S TOTAL COSTS – PROFIT TO BE RETAINED BY PARTY A;**

Where:

- Party A's Revenue is revenue received by Party A from third parties in the course of its ordinary business;
- Turnover Taxes include, but are not limited to, business tax (if applicable), value-added tax, urban maintenance and construction tax and education surcharges;
- Party A's Total Costs include all costs and expenses, such as costs of goods sold and operating costs incurred by Party A for carrying out the business; and
- Profit to be retained by Party A shall be determined by a reputable certified public accountant designated by Party B.

During the term of this Agreement, Party B shall have the right to adjust the above Fees at its sole discretion without the consent of Party A.

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Exclusive Technical Consulting and Services Agreement

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**Exclusive Technical Consulting and  
Services Agreement**

---

*between*

**Beijing Chezhiying Technologies Co., Ltd.**

*and*

**Beijing Shengtuo Hongyuan Information Technology Co., Ltd.**

**September 30, 2016**

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EXHIBIT:	
I. SCOPE OF SERVICES	
II. CALCULATION AND PAYMENT OF THE SERVICE FEE	

THIS EXCLUSIVE TECHNICAL CONSULTING AND SERVICES AGREEMENT (**Agreement**) is entered into on September 30, 2016 (**Execution Date**) in Beijing, the People's Republic of China (**PRC**).

*between*

(1) **Beijing Shengtuo Hongyuan Information Technology Co., Ltd.**, with its registered address at Room 1005, F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

*and*

(2) **Beijing Chezhiying Technologies Co., Ltd.**, a company duly organized and existing under the PRC laws with its legal address at Room 1117, F/11, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China. (**Party B**).

**Recitals**

- A. Party A is a domestic company duly incorporated and validly existing under the laws of the PRC, which engages in the business of advertising agency. Party A wishes to develop its technology, improve its management and increase and enhance its market position.
- B. Party B is a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, which holds the resources and qualifications for technical and consulting services. Party B is engaged in research and development relating to networks and has expertise in providing technical training and consulting services.

NOW, THEREFORE, the parties agree as follows:

1. APPOINTMENT AND PROVISION OF SERVICES

- 1.1 **Scope of Services.** Party A hereby appoints Party B to provide Party A with the Services detailed in the Exhibit I (**Services**).
- 1.2 **Provision of Services.** The Parties agree that Party B shall provide the Services to Party A on an exclusive basis, for the duration of the term of this Agreement and at standards commonly accepted in the market.
- 1.3 **Financial Support.** To ensure that the cash flow requirements of Party A's ordinary operations are met and/or to set off any loss accrued during such operations, Party B is obligated, only to the extent permissible under PRC law, to provide financing support for Party A, whether or not Party A actually incurs any such operational loss. Party B's financing support for Party A may take the form of bank entrusted loans or borrowings. Contracts for any such entrusted loans or borrowings shall be executed separately. Party B will not request repayment if Party A is unable to do so.

2. INTELLECTUAL PROPERTY RIGHTS

The Parties agree that the intellectual property rights created by Party B in the course of performing this Agreement (including without limitation any copyrights, trademarks or logos registered or not, patents and proprietary technology), shall belong to Party B.

3. SERVICE FEE AND PAYMENT

- 3.1 **Service Fee.** The Parties agree that the Service Fee under this Agreement shall be determined according to the Exhibit II.
- 3.2 **Payment Method.** Party B shall, within the first 5 days of each month, provide Party A with written statement of the service fee spent providing the Services during the previous month. Party A shall confirm to Party B in writing within 3 business days of receipt that the service fee is correct. If Party A fails to provide such confirmation on time, Party A shall be deemed to have confirmed Party B's statement. Party A shall pay the service fee to Party B's designated account within 10 days after confirming the service fee provided in Party B's statement.

4. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that, as of the date of signing hereof:

- 4.1 it has full power and authority as an independent legal person to execute and deliver this Agreement and to carry out its responsibilities and obligations hereunder;
- 4.2 its execution and performance of this Agreement will not result in a breach of any law, regulation, authorization or agreement to which it is subject.

5. CONFIDENTIALITY

- 5.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all information relating to or arisen from this Agreement, or made available under this Agreement to a party or any associate thereof (**Confidential Information**). Without the prior written consent of the other party, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other party immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation. Notwithstanding anything to the contrary above, Party A shall have the full right to disclose any Confidential Information to its shareholders, affiliates or professional advisors.
- 5.2 **Obligations upon Termination.** Upon termination of this Agreement, either party shall, at the request of the other party, return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the Confidential Information belonging to the other party and delete such Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.



5.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

6. BREACH

6.1 **Written Notice.** If a party breaches any of its respective representations, warranties or obligations under this Agreement, the non-breaching party may send a written notice to the breaching party demanding rectification within 10 days.

6.2 **Compensation.** The breaching party shall be liable to compensate the non-breaching party for any losses it has sustained as a result of the breach, including loss of profits.

7. FORCE MAJEURE

7.1 **Definition.** The term Force Majeure refers to any unforeseeable (or if foreseeable, reasonably unavoidable), event beyond the reasonable control of any party which prevents the performance of this Agreement, including without limitation acts of government, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning and war, but excluding any shortage of credit.

- 7.2 **Exemption.** Where either party fails to perform this Agreement in full or in part due to Force Majeure, such party shall be exempted from its responsibilities hereunder, to the extent of the Force Majeure in question and except where PRC law provides otherwise. For the avoidance of doubt, a party shall not be excused from performing its obligations hereunder where Force Majeure occurs following the delay by that party to perform this Agreement.
- 7.3 **Notice.** Should either party be unable to perform this Agreement as a result of Force Majeure, it shall inform the other party, as soon as possible following the occurrence of such Force Majeure, of the situation and the reason(s) for non-performance, so as to minimize any losses incurred by the other party as a consequence thereof. Furthermore, within a reasonable time after notice of Force Majeure has been given, the party encountering Force Majeure shall provide to the other party a legal certificate issued by a public notary (or other appropriate organization) of the place wherein the Force Majeure occurred, in witness of the same.
- 7.4 **Mitigation.** The party affected by Force Majeure may suspend the performance of its obligations under this Agreement until any disruption resulting from the Force Majeure has been resolved. However, such party shall make every effort to eliminate any obstacles resulting from the Force Majeure, thereby minimizing to the greatest extent possible the adverse effects of such, as well as any resulting losses.

8. EFFECTIVE DATE AND TERM

- 8.1 **Term.** This Agreement shall enter into effect as of the date first indicated above and shall continue for a period of 30 years unless it is extended according to Article 8.2 or terminated early according to Article 9.
- 8.2 **Extension.** This Agreement shall be automatically extended for another ten (10) years except Party B gives its written notice terminating this Agreement three (3) months before the expiration of this Agreement.

9. TERMINATION

- 9.1 **Early Termination.** This Agreement may be terminated early in the following situations:
  - 9.1.1 with the mutual written consent of the parties following consultation;
  - 9.1.2 in case of a Force Majeure event prevailing for 30 days or longer, the Parties shall discuss whether performance under this Agreement shall be partially exempted or postponed according to the degree by which such performance is affected by the Force Majeure event; or
  - 9.1.3 by Party B with 30 days' prior written notice to Party A at any time.

9.2 **Survival of Obligations.** The expiry or early termination of this Agreement for any reason whatsoever shall not affect the payment obligations of the parties hereunder, the respective liability of the parties for damages or the confidentiality obligations of the parties.

10. MISCELLANEOUS

10.1 **Notices and Delivery.** All notices and communications between the parties shall be written in English and delivered in person (including courier service), by facsimile transmission or by registered mail to the appropriate addresses set forth below:

**Party A**

Address : Room 1117, F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing, China  
Tel : 86-10-59857001  
Fax : 86-10-59857387  
Attn : Lu Min

**Party B**

Address : Room1005, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : 86-10-59857002  
Fax : 86-10- 59857400  
Attn : Lu Min

- 10.2 **Timing.** The time of receipt of the notice or communication shall be deemed to be:
- 10.2.1 if in person (including courier), at the time of signing of a receipt by the receiving party or a duly authorized person at the receiving party's address;
  - 10.2.2 if by facsimile transmission, at the time displayed in the corresponding transmission record, unless such facsimile is sent after 5:00 p.m. or on a non-business day in the place of receipt, in which case the date of receipt shall be deemed to be the following business day; or
  - 10.2.3 if by registered mail, on the 10<sup>th</sup> day after the date of the receipt of the registered mail.
- 10.3 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of either party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 10.4 **Severability.** The provisions of this Agreement are severable from each other. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

- 10.5 **Successors.** This Agreement shall be valid and binding upon the parties and upon their respective successors and assigns (if any).
- 10.6 **Assignment.** Party A shall not assign its rights or obligations under this Agreement to any third party without the prior written consent of Party B. Party B may transfer its rights or obligations under this Agreement to any third party without the consent of Party A, but shall inform Party A of the above assignment.
- 10.7 **Governing Law.** The execution, validity, interpretation and implementation of this Agreement and the settlement of disputes hereunder shall be governed by PRC law.
- 10.8 **Arbitration.**
- 10.8.1 If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.
- 10.8.2 If the dispute cannot be resolved in the above manner within 30 days after the commencement of the consultation or mediation, either party may submit the dispute to arbitration as follows:
- 10.8.2.1 all disputes arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's then-current rules; and

10.8.2.2 the arbitration shall be held in Beijing and conducted in the English language, with the arbitral award being final and binding upon the parties.

10.8.3 When any dispute is submitted to arbitration, the parties shall continue to perform their obligations under this Agreement.

10.9 **Entire Agreement.** This Agreement and its Exhibits shall constitute the entire agreement between the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements, including without limitation, the Original Agreement.

10.10 **Amendments.** Without the prior written consent of Party B, Party A shall not amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.

10.11 **Language and Copies.**

This Agreement is prepared in both English and Chinese, and both language versions have the same legal effect. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.

[The space below is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives on the date first indicated above.

**Party A: Beijing Chezhiying Technologies Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Name: Lu Min  
Title: Legal Representative  
Company Seal: (seal)

**Party B: Beijing Shengtuo Hongyuan Information Technology Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Name: Lu Min  
Title: Legal Representative  
Company seal: (seal)



**Scope of Services**

1. **Technical Services.** Party B will provide technical services and training to Party A, taking advantage of Party B's advanced network, website and multimedia technologies to improve Party A's system integration. Such technical services shall include:
  - (a) administering, managing and maintaining Party A's information application system and website system infrastructure;
  - (b) providing system optimization plans and implementing optimization features;
  - (c) assuring the security and reliability of the website application systems;
  - (d) procuring, installing and supporting the relevant products produced by Party B, and providing training in the use of those products;
  - (e) managing and maintaining all network and providing technologies to assure the reliability and efficiency thereof;
  - (f) providing information technology services and assuring the reliable operation of the information infrastructure.
2. **Marketing and Management Consulting.** For the purposes of expanding Party A's market share, popularizing its products and creating an efficient internal operations, Party B will provide consulting services regarding marketing and management, which shall include:
  - (a) providing strategic co-operation proposals and recommending relevant partners to Party A, and assisting Party A to establish and develop cooperative relationships with such partners with respect to advertising;

- (b) providing Party A with market development strategies, including but not limited to the design and improvement of Party A's products, services and business model as well as strategic on its market position and brand-building; and
- (c) training management personnel and providing management consultation services, including but not limited to regular business training for Party A's management personnel and formulating realistic and effective solutions to existing problems in Party A's business operations.

**Calculation and Payment of the Service Fee**

**DURING THE TERM OF THIS AGREEMENT, THE SERVICE FEE PAYABLE BY PARTY A TO PARTY B FOR SERVICES RENDERED ACCORDING TO EXHIBIT I SHALL BE A FEE IN RMB DETERMINED BY THE FOLLOWING FORMULA:**

**SERVICE FEE PAYABLE = PARTY A'S REVENUE – TURNOVER TAXES – PARTY A'S TOTAL COSTS – PROFIT TO BE RETAINED BY PARTY A;**

Where:

- Party A's Revenue is revenue received by Party A from third parties in the course of its ordinary business;
- Turnover Taxes include, but are not limited to, business tax (if applicable), value-added tax, urban maintenance and construction tax and education surcharges;
- Party A's Total Costs include all costs and expenses, such as costs of goods sold and operating costs incurred by Party A for carrying out the business; and
- Profit to be retained by Party A shall be determined by a reputable certified public accountant designated by Party B.

During the term of this Agreement, Party B shall have the right to adjust the above Fees at its sole discretion without the consent of Party A.

---

**Exclusive Technical Consulting and  
Services Agreement**

---

*between*

**Beijing Shengtuo Autohome Advertising Co., Ltd.**

*and*

**Beijing Cheerbright Technologies Co., Ltd.**

**September 30, 2016**

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THIS EXCLUSIVE TECHNICAL CONSULTING AND SERVICES AGREEMENT (**Agreement**) is entered into on September 30, 2016 (**Execution Date**) in Beijing, the People's Republic of China (**PRC**).

*between*

- (1) **Beijing Shengtuo Autohome Advertising Co., Ltd.**, with its registered address at Room 1007-1009 ,F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

*and*

- (2) **Beijing Cheerbright Technologies Co., Ltd.**, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party B**).

**Recitals**

- A. Party A is a domestic company duly incorporated and validly existing under the laws of the PRC, which engages in the business of advertising agency. Party A wishes to develop its technology, improve its management and increase and enhance its market position.
- B. Party B is a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, which holds the resources and qualifications for technical and consulting services. Party B is engaged in research and development relating to networks and has expertise in providing technical training and consulting services.

NOW, THEREFORE, the parties agree as follows:

1. APPOINTMENT AND PROVISION OF SERVICES

- 1.1 **Scope of Services.** Party A hereby appoints Party B to provide Party A with the Services detailed in the Exhibit I (**Services**).
- 1.2 **Provision of Services.** The Parties agree that Party B shall provide the Services to Party A on an exclusive basis, for the duration of the term of this Agreement and at standards commonly accepted in the market.
- 1.3 **Financial Support.** To ensure that the cash flow requirements of Party A's ordinary operations are met and/or to set off any loss accrued during such operations, Party B is obligated, only to the extent permissible under PRC law, to provide financing support for Party A, whether or not Party A actually incurs any such operational loss. Party B's financing support for Party A may take the form of bank entrusted loans or borrowings. Contracts for any such entrusted loans or borrowings shall be executed separately. Party B will not request repayment if Party A is unable to do so.

2. INTELLECTUAL PROPERTY RIGHTS

The Parties agree that the intellectual property rights created by Party B in the course of performing this Agreement (including without limitation any copyrights, trademarks or logos registered or not, patents and proprietary technology), shall belong to Party B.

3. SERVICE FEE AND PAYMENT

- 3.1 **Service Fee.** The Parties agree that the Service Fee under this Agreement shall be determined according to the Exhibit II.
- 3.2 **Payment Method.** Party B shall, within the first 5 days of each month, provide Party A with written statement of the service fee spent providing the Services during the previous month. Party A shall confirm to Party B in writing within 3 business days of receipt that the service fee is correct. If Party A fails to provide such confirmation on time, Party A shall be deemed to have confirmed Party B's statement. Party A shall pay the service fee to Party B's designated account within 10 days after confirming the service fee provided in Party B's statement.

4. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that, as of the date of signing hereof:

- 4.1 it has full power and authority as an independent legal person to execute and deliver this Agreement and to carry out its responsibilities and obligations hereunder;
- 4.2 its execution and performance of this Agreement will not result in a breach of any law, regulation, authorization or agreement to which it is subject.



5. CONFIDENTIALITY

- 5.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all information relating to or arisen from this Agreement, or made available under this Agreement to a party or any associate thereof (**Confidential Information**). Without the prior written consent of the other party, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other party immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation. Notwithstanding anything to the contrary above, Party A shall have the full right to disclose any Confidential Information to its shareholders, affiliates or professional advisors.
- 5.2 **Obligations upon Termination.** Upon termination of this Agreement, either party shall, at the request of the other party, return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the Confidential Information belonging to the other party and delete such Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.

5.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

6. BREACH

6.1 **Written Notice.** If a party breaches any of its respective representations, warranties or obligations under this Agreement, the non-breaching party may send a written notice to the breaching party demanding rectification within 10 days.

6.2 **Compensation.** The breaching party shall be liable to compensate the non-breaching party for any losses it has sustained as a result of the breach, including loss of profits.

7. FORCE MAJEURE

7.1 **Definition.** The term Force Majeure refers to any unforeseeable (or if foreseeable, reasonably unavoidable), event beyond the reasonable control of any party which prevents the performance of this Agreement, including without limitation acts of government, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning and war, but excluding any shortage of credit.

- 7.2 **Exemption.** Where either party fails to perform this Agreement in full or in part due to Force Majeure, such party shall be exempted from its responsibilities hereunder, to the extent of the Force Majeure in question and except where PRC law provides otherwise. For the avoidance of doubt, a party shall not be excused from performing its obligations hereunder where Force Majeure occurs following the delay by that party to perform this Agreement.
- 7.3 **Notice.** Should either party be unable to perform this Agreement as a result of Force Majeure, it shall inform the other party, as soon as possible following the occurrence of such Force Majeure, of the situation and the reason(s) for non-performance, so as to minimize any losses incurred by the other party as a consequence thereof. Furthermore, within a reasonable time after notice of Force Majeure has been given, the party encountering Force Majeure shall provide to the other party a legal certificate issued by a public notary (or other appropriate organization) of the place wherein the Force Majeure occurred, in witness of the same.
- 7.4 **Mitigation.** The party affected by Force Majeure may suspend the performance of its obligations under this Agreement until any disruption resulting from the Force Majeure has been resolved. However, such party shall make every effort to eliminate any obstacles resulting from the Force Majeure, thereby minimizing to the greatest extent possible the adverse effects of such, as well as any resulting losses.

8. EFFECTIVE DATE AND TERM

- 8.1 **Term.** This Agreement shall enter into effect as of the date first indicated above and shall continue for a period of 30 years unless it is extended according to Article 8.2 or terminated early according to Article 9.
- 8.2 **Extension.** This Agreement shall be automatically extended for another ten (10) years except Party B gives its written notice terminating this Agreement three (3) months before the expiration of this Agreement.

9. TERMINATION

- 9.1 **Early Termination.** This Agreement may be terminated early in the following situations:
  - 9.1.1 with the mutual written consent of the parties following consultation;
  - 9.1.2 in case of a Force Majeure event prevailing for 30 days or longer, the Parties shall discuss whether performance under this Agreement shall be partially exempted or postponed according to the degree by which such performance is affected by the Force Majeure event; or
  - 9.1.3 by Party B with 30 days' prior written notice to Party A at any time.

9.2 **Survival of Obligations.** The expiry or early termination of this Agreement for any reason whatsoever shall not affect the payment obligations of the parties hereunder, the respective liability of the parties for damages or the confidentiality obligations of the parties.

10. MISCELLANEOUS

10.1 **Notices and Delivery.** All notices and communications between the parties shall be written in English and delivered in person (including courier service), by facsimile transmission or by registered mail to the appropriate addresses set forth below:

**Party A**

Address : Room 1006, F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : 86-10-59857002  
Fax : 86-10-59857400  
Attn : Lu Min

**Party B**

Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : 86-10-59857001  
Fax : 86-10-59857387  
Attn : Lu Min

- 10.2 **Timing.** The time of receipt of the notice or communication shall be deemed to be:
- 10.2.1 if in person (including courier), at the time of signing of a receipt by the receiving party or a duly authorized person at the receiving party's address;
  - 10.2.2 if by facsimile transmission, at the time displayed in the corresponding transmission record, unless such facsimile is sent after 5:00 p.m. or on a non-business day in the place of receipt, in which case the date of receipt shall be deemed to be the following business day; or
  - 10.2.3 if by registered mail, on the 10<sup>th</sup> day after the date of the receipt of the registered mail.
- 10.3 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of either party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 10.4 **Severability.** The provisions of this Agreement are severable from each other. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

- 10.5 **Successors.** This Agreement shall be valid and binding upon the parties and upon their respective successors and assigns (if any).
- 10.6 **Assignment.** Party A shall not assign its rights or obligations under this Agreement to any third party without the prior written consent of Party B. Party B may transfer its rights or obligations under this Agreement to any third party without the consent of Party A, but shall inform Party A of the above assignment.
- 10.7 **Governing Law.** The execution, validity, interpretation and implementation of this Agreement and the settlement of disputes hereunder shall be governed by PRC law.
- 10.8 **Arbitration.**
- 10.8.1 If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.
- 10.8.2 If the dispute cannot be resolved in the above manner within 30 days after the commencement of the consultation or mediation, either party may submit the dispute to arbitration as follows:
- 10.8.2.1 all disputes arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's then-current rules; and

10.8.2.2 the arbitration shall be held in Beijing and conducted in Chinese, with the arbitral award being final and binding upon the parties.

10.8.3 When any dispute is submitted to arbitration, the parties shall continue to perform their obligations under this Agreement.

10.9 **Entire Agreement.** This Agreement and its Exhibits shall constitute the entire agreement between the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements, including without limitation, the Original Agreement.

10.10 **Amendments.** Without the prior written consent of Party B, Party A shall not amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.

10.11 **Language and Copies.**

This Agreement is prepared in both English and Chinese. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.

[The space below is intentionally left blank.]



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives on the date first indicated above.

**Party A: Beijing Shengtuo Autohome Advertising Co., Ltd.**

Company Seal: (seal)

**Party B: Beijing Cheerbright Technologies Co., Ltd.**

Company seal: (seal)

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Exclusive Technical Consulting and Services Agreement

**Scope of Services**

1. **Technical Services.** Party B will provide technical services and training to Party A, taking advantage of Party B's advanced network, website and multimedia technologies to improve Party A's system integration. Such technical services shall include:
  - (a) administering, managing and maintaining Party A's information application system and website system infrastructure;
  - (b) providing system optimization plans and implementing optimization features;
  - (c) assuring the security and reliability of the website application systems;
  - (d) procuring, installing and supporting the relevant products produced by Party B, and providing training in the use of those products;
  - (e) managing and maintaining all network and providing technologies to assure the reliability and efficiency thereof;
  - (f) providing information technology services and assuring the reliable operation of the information infrastructure.
2. **Marketing and Management Consulting.** For the purposes of expanding Party A's market share, popularizing its products and creating an efficient internal operations, Party B will provide consulting services regarding marketing and management, which shall include:
  - (a) providing strategic co-operation proposals and recommending relevant partners to Party A, and assisting Party A to establish and develop cooperative relationships with such partners with respect to advertising;

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Exclusive Technical Consulting and Services Agreement

- (b) providing Party A with market development strategies, including but not limited to the design and improvement of Party A's products, services and business model as well as strategic on its market position and brand-building; and
  - (c) training management personnel and providing management consultation services, including but not limited to regular business training for Party A's management personnel and formulating realistic and effective solutions to existing problems in Party A's business operations.
- 

Exclusive Technical Consulting and Services Agreement

**Calculation and Payment of the Service Fee**

**DURING THE TERM OF THIS AGREEMENT, THE SERVICE FEE PAYABLE BY PARTY A TO PARTY B FOR SERVICES RENDERED ACCORDING TO EXHIBIT I SHALL BE A FEE IN RMB DETERMINED BY THE FOLLOWING FORMULA:**

**SERVICE FEE PAYABLE = PARTY A'S REVENUE – TURNOVER TAXES – PARTY A'S TOTAL COSTS – PROFIT TO BE RETAINED BY PARTY A;**

Where:

- Party A's Revenue is revenue received by Party A from third parties in the course of its ordinary business;
- Turnover Taxes include, but are not limited to, business tax (if applicable), value-added tax, urban maintenance and construction tax and education surcharges;
- Party A's Total Costs include all costs and expenses, such as costs of goods sold and operating costs incurred by Party A for carrying out the business; and
- Profit to be retained by Party A shall be determined by a reputable certified public accountant designated by Party B.

During the term of this Agreement, Party B shall have the right to adjust the above Fees at its sole discretion without the consent of Party A.

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Exclusive Technical Consulting and Services Agreement

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**Exclusive Technical Consulting and  
Services Agreement**

---

*between*

**Beijing Shengtuo Chengshi Advertisement Co., Ltd.**

*and*

**Beijing Cheerbright Technologies Co., Ltd.**

**September 30, 2016**

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 <u>EXHIBIT:</u>	
I. SCOPE OF SERVICES	
II. CALCULATION AND PAYMENT OF THE SERVICE FEE	

THIS EXCLUSIVE TECHNICAL CONSULTING AND SERVICES AGREEMENT (**Agreement**) is entered into on September 30, 2016 (**Execution Date**) in Beijing, the People's Republic of China (**PRC**).

*between*

- (1) **Beijing Shengtuo Chengshi Advertisement Co., Ltd.**, with its registered address at Room 1006 ,F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

*and*

- (2) **Beijing Cheerbright Technologies Co., Ltd.**, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party B**).

**Recitals**

- A. Party A is a domestic company duly incorporated and validly existing under the laws of the PRC, which engages in the business of advertising agency. Party A wishes to develop its technology, improve its management and increase and enhance its market position.
- B. Party B is a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, which holds the resources and qualifications for technical and consulting services. Party B is engaged in research and development relating to networks and has expertise in providing technical training and consulting services.

NOW, THEREFORE, the parties agree as follows:

1. APPOINTMENT AND PROVISION OF SERVICES

- 1.1 **Scope of Services.** Party A hereby appoints Party B to provide Party A with the Services detailed in the Exhibit I (**Services**).
- 1.2 **Provision of Services.** The Parties agree that Party B shall provide the Services to Party A on an exclusive basis, for the duration of the term of this Agreement and at standards commonly accepted in the market.
- 1.3 **Financial Support.** To ensure that the cash flow requirements of Party A's ordinary operations are met and/or to set off any loss accrued during such operations, Party B is obligated, only to the extent permissible under PRC law, to provide financing support for Party A, whether or not Party A actually incurs any such operational loss. Party B's financing support for Party A may take the form of bank entrusted loans or borrowings. Contracts for any such entrusted loans or borrowings shall be executed separately. Party B will not request repayment if Party A is unable to do so.

2. INTELLECTUAL PROPERTY RIGHTS

The Parties agree that the intellectual property rights created by Party B in the course of performing this Agreement (including without limitation any copyrights, trademarks or logos registered or not, patents and proprietary technology), shall belong to Party B.



3. SERVICE FEE AND PAYMENT

- 3.1 **Service Fee.** The Parties agree that the Service Fee under this Agreement shall be determined according to the Exhibit II.
- 3.2 **Payment Method.** Party B shall, within the first 5 days of each month, provide Party A with written statement of the service fee spent providing the Services during the previous month. Party A shall confirm to Party B in writing within 3 business days of receipt that the service fee is correct. If Party A fails to provide such confirmation on time, Party A shall be deemed to have confirmed Party B's statement. Party A shall pay the service fee to Party B's designated account within 10 days after confirming the service fee provided in Party B's statement.

4. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that, as of the date of signing hereof:

- 4.1 it has full power and authority as an independent legal person to execute and deliver this Agreement and to carry out its responsibilities and obligations hereunder;
- 4.2 its execution and performance of this Agreement will not result in a breach of any law, regulation, authorization or agreement to which it is subject.

5. CONFIDENTIALITY

- 5.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all information relating to or arisen from this Agreement, or made available under this Agreement to a party or any associate thereof (**Confidential Information**). Without the prior written consent of the other party, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other party immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation. Notwithstanding anything to the contrary above, Party A shall have the full right to disclose any Confidential Information to its shareholders, affiliates or professional advisors.
- 5.2 **Obligations upon Termination.** Upon termination of this Agreement, either party shall, at the request of the other party, return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the Confidential Information belonging to the other party and delete such Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.

5.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

6. BREACH

6.1 **Written Notice.** If a party breaches any of its respective representations, warranties or obligations under this Agreement, the non-breaching party may send a written notice to the breaching party demanding rectification within 10 days.

6.2 **Compensation.** The breaching party shall be liable to compensate the non-breaching party for any losses it has sustained as a result of the breach, including loss of profits.

7. FORCE MAJEURE

7.1 **Definition.** The term Force Majeure refers to any unforeseeable (or if foreseeable, reasonably unavoidable), event beyond the reasonable control of any party which prevents the performance of this Agreement, including without limitation acts of government, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning and war, but excluding any shortage of credit.

- 7.2 **Exemption.** Where either party fails to perform this Agreement in full or in part due to Force Majeure, such party shall be exempted from its responsibilities hereunder, to the extent of the Force Majeure in question and except where PRC law provides otherwise. For the avoidance of doubt, a party shall not be excused from performing its obligations hereunder where Force Majeure occurs following the delay by that party to perform this Agreement.
- 7.3 **Notice.** Should either party be unable to perform this Agreement as a result of Force Majeure, it shall inform the other party, as soon as possible following the occurrence of such Force Majeure, of the situation and the reason(s) for non-performance, so as to minimize any losses incurred by the other party as a consequence thereof. Furthermore, within a reasonable time after notice of Force Majeure has been given, the party encountering Force Majeure shall provide to the other party a legal certificate issued by a public notary (or other appropriate organization) of the place wherein the Force Majeure occurred, in witness of the same.
- 7.4 **Mitigation.** The party affected by Force Majeure may suspend the performance of its obligations under this Agreement until any disruption resulting from the Force Majeure has been resolved. However, such party shall make every effort to eliminate any obstacles resulting from the Force Majeure, thereby minimizing to the greatest extent possible the adverse effects of such, as well as any resulting losses.

8. EFFECTIVE DATE AND TERM

8.1 **Term.** This Agreement shall enter into effect as of the date first indicated above and shall continue for a period of 30 years unless it is extended according to Article 8.2 or terminated early according to Article 9.

8.2 **Extension.** This Agreement shall be automatically extended for another ten (10) years except Party B gives its written notice terminating this Agreement three (3) months before the expiration of this Agreement.

9. TERMINATION

9.1 **Early Termination.** This Agreement may be terminated early in the following situations:

9.1.1 with the mutual written consent of the parties following consultation;

9.1.2 in case of a Force Majeure event prevailing for 30 days or longer, the Parties shall discuss whether performance under this Agreement shall be partially exempted or postponed according to the degree by which such performance is affected by the Force Majeure event; or

9.1.3 by Party B with 30 days' prior written notice to Party A at any time.

9.2 **Survival of Obligations.** The expiry or early termination of this Agreement for any reason whatsoever shall not affect the payment obligations of the parties hereunder, the respective liability of the parties for damages or the confidentiality obligations of the parties.

10. MISCELLANEOUS

10.1 **Notices and Delivery.** All notices and communications between the parties shall be written in English and delivered in person (including courier service), by facsimile transmission or by registered mail to the appropriate addresses set forth below:

**Party A**

Address : Room 1006, F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : 86-10- [ ]  
Fax : 86-10- [ ]  
Attn : Lu Min

**Party B**

Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : 86-10-59857001  
Fax : 86-10-59857387  
Attn : Lu Min

- 10.2 **Timing.** The time of receipt of the notice or communication shall be deemed to be:
- 10.2.1 if in person (including courier), at the time of signing of a receipt by the receiving party or a duly authorized person at the receiving party's address;
  - 10.2.2 if by facsimile transmission, at the time displayed in the corresponding transmission record, unless such facsimile is sent after 5:00 p.m. or on a non-business day in the place of receipt, in which case the date of receipt shall be deemed to be the following business day; or
  - 10.2.3 if by registered mail, on the 10<sup>th</sup> day after the date of the receipt of the registered mail.
- 10.3 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of either party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 10.4 **Severability.** The provisions of this Agreement are severable from each other. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

- 10.5 **Successors.** This Agreement shall be valid and binding upon the parties and upon their respective successors and assigns (if any).
- 10.6 **Assignment.** Party A shall not assign its rights or obligations under this Agreement to any third party without the prior written consent of Party B. Party B may transfer its rights or obligations under this Agreement to any third party without the consent of Party A, but shall inform Party A of the above assignment.
- 10.7 **Governing Law.** The execution, validity, interpretation and implementation of this Agreement and the settlement of disputes hereunder shall be governed by PRC law.
- 10.8 **Arbitration.**
- 10.8.1 If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.
- 10.8.2 If the dispute cannot be resolved in the above manner within 30 days after the commencement of the consultation or mediation, either party may submit the dispute to arbitration as follows:
- 10.8.2.1 all disputes arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's then-current rules; and



10.8.2.2 the arbitration shall be held in Beijing and conducted in Chinese, with the arbitral award being final and binding upon the parties.

10.8.3 When any dispute is submitted to arbitration, the parties shall continue to perform their obligations under this Agreement.

10.9 **Entire Agreement.** This Agreement and its Exhibits shall constitute the entire agreement between the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements, including without limitation, the Original Agreement.

10.10 **Amendments.** Without the prior written consent of Party B, Party A shall not amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.

10.11 **Language and Copies.**

This Agreement is prepared in both English and Chinese. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.

[The space below is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives on the date first indicated above.

**Party A: Beijing Shengtuo Chengshi Advertisement Co., Ltd.**

Company Seal: (seal)

**Party B: Beijing Cheerbright Technologies Co., Ltd.**

Company seal: (seal)

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Exclusive Technical Consulting and Services Agreement

**Scope of Services**

1. **Technical Services.** Party B will provide technical services and training to Party A, taking advantage of Party B's advanced network, website and multimedia technologies to improve Party A's system integration. Such technical services shall include:
  - (a) administering, managing and maintaining Party A's information application system and website system infrastructure;
  - (b) providing system optimization plans and implementing optimization features;
  - (c) assuring the security and reliability of the website application systems;
  - (d) procuring, installing and supporting the relevant products produced by Party B, and providing training in the use of those products;
  - (e) managing and maintaining all network and providing technologies to assure the reliability and efficiency thereof;
  - (f) providing information technology services and assuring the reliable operation of the information infrastructure.
2. **Marketing and Management Consulting.** For the purposes of expanding Party A's market share, popularizing its products and creating an efficient internal operations, Party B will provide consulting services regarding marketing and management, which shall include:

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Exclusive Technical Consulting and Services Agreement

- (a) providing strategic co-operation proposals and recommending relevant partners to Party A, and assisting Party A to establish and develop cooperative relationships with such partners with respect to advertising;
  - (b) providing Party A with market development strategies, including but not limited to the design and improvement of Party A's products, services and business model as well as strategic on its market position and brand-building; and
  - (c) training management personnel and providing management consultation services, including but not limited to regular business training for Party A's management personnel and formulating realistic and effective solutions to existing problems in Party A's business operations.
- 

Exclusive Technical Consulting and Services Agreement

**Calculation and Payment of the Service Fee**

**DURING THE TERM OF THIS AGREEMENT, THE SERVICE FEE PAYABLE BY PARTY A TO PARTY B FOR SERVICES RENDERED ACCORDING TO EXHIBIT I SHALL BE A FEE IN RMB DETERMINED BY THE FOLLOWING FORMULA:**

**SERVICE FEE PAYABLE = PARTY A'S REVENUE – TURNOVER TAXES – PARTY A'S TOTAL COSTS – PROFIT TO BE RETAINED BY PARTY A;**

Where:

- Party A's Revenue is revenue received by Party A from third parties in the course of its ordinary business;
- Turnover Taxes include, but are not limited to, business tax (if applicable), value-added tax, urban maintenance and construction tax and education surcharges;
- Party A's Total Costs include all costs and expenses, such as costs of goods sold and operating costs incurred by Party A for carrying out the business; and
- Profit to be retained by Party A shall be determined by a reputable certified public accountant designated by Party B.

During the term of this Agreement, Party B shall have the right to adjust the above Fees at its sole discretion without the consent of Party A.

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Exclusive Technical Consulting and Services Agreement

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**Exclusive Technical Consulting and  
Services Agreement**

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*between*

**Beijing Autohome Used Car Appraisal Co., Ltd**

*and*

**Beijing Chezhiying Technologies Co., Ltd.**

**September 30, 2016**

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THIS EXCLUSIVE TECHNICAL CONSULTING AND SERVICES AGREEMENT (**Agreement**) is entered into on September 30, 2016 (**Execution Date**) in Beijing, the People's Republic of China (**PRC**).

*between*

- (1) **Beijing Autohome Used Car Appraisal Co., Ltd.**, a company duly organized and existing under the PRC laws with its legal address at Room 201, West 35 Gu Cheng Xi Street, Shijingshan District, Beijing, China (**Party A**);

*and*

- (2) **Beijing Chezhiying Technologies Co., Ltd.**, a company duly organized and existing under the PRC laws with its legal address at Room 1117, F/11, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China. (**Party B**).

**Recitals**

- A. Party A is a domestic company duly incorporated and validly existing under the laws of the PRC, which engages in the business of used car appraisal services. Party A wishes to develop its technology, improve its management and increase and enhance its market position.
- B. Party B is a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, which holds the resources and qualifications for technical and consulting services. Party B is engaged in research and development relating to networks and has expertise in providing technical training and consulting services.



NOW, THEREFORE, the parties agree as follows:

1. APPOINTMENT AND PROVISION OF SERVICES

- 1.1 **Scope of Services.** Party A hereby appoints Party B to provide Party A with the Services detailed in the Exhibit I (**Services**).
- 1.2 **Provision of Services.** The Parties agree that Party B shall provide the Services to Party A on an exclusive basis, for the duration of the term of this Agreement and at standards commonly accepted in the market.
- 1.3 **Financial Support.** To ensure that the cash flow requirements of Party A's ordinary operations are met and/or to set off any loss accrued during such operations, Party B is obligated, only to the extent permissible under PRC law, to provide financing support for Party A, whether or not Party A actually incurs any such operational loss. Party B's financing support for Party A may take the form of bank entrusted loans or borrowings. Contracts for any such entrusted loans or borrowings shall be executed separately. Party B will not request repayment if Party A is unable to do so.

2. INTELLECTUAL PROPERTY RIGHTS

The Parties agree that the intellectual property rights created by Party B in the course of performing this Agreement (including without limitation any copyrights, trademarks or logos registered or not, patents and proprietary technology), shall belong to Party B.

3. SERVICE FEE AND PAYMENT

- 3.1 **Service Fee.** The Parties agree that the Service Fee under this Agreement shall be determined according to the Exhibit II.
- 3.2 **Payment Method.** Party B shall, within the first 5 days of each month, provide Party A with written statement of the service fee spent providing the Services during the previous month. Party A shall confirm to Party B in writing within 3 business days of receipt that the service fee is correct. If Party A fails to provide such confirmation on time, Party A shall be deemed to have confirmed Party B's statement. Party A shall pay the service fee to Party B's designated account within 10 days after confirming the service fee provided in Party B's statement.

4. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that, as of the date of signing hereof:

- 4.1 it has full power and authority as an independent legal person to execute and deliver this Agreement and to carry out its responsibilities and obligations hereunder;
- 4.2 its execution and performance of this Agreement will not result in a breach of any law, regulation, authorization or agreement to which it is subject.

5. CONFIDENTIALITY

- 5.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all information relating to or arisen from this Agreement, or made available under this Agreement to a party or any associate thereof (**Confidential Information**). Without the prior written consent of the other party, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other party immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation. Notwithstanding anything to the contrary above, Party A shall have the full right to disclose any Confidential Information to its shareholders, affiliates or professional advisors.
- 5.2 **Obligations upon Termination.** Upon termination of this Agreement, either party shall, at the request of the other party, return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the Confidential Information belonging to the other party and delete such Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.

5.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

6. BREACH

6.1 **Written Notice.** If a party breaches any of its respective representations, warranties or obligations under this Agreement, the non-breaching party may send a written notice to the breaching party demanding rectification within 10 days.

6.2 **Compensation.** The breaching party shall be liable to compensate the non-breaching party for any losses it has sustained as a result of the breach, including loss of profits.

7. FORCE MAJEURE

7.1 **Definition.** The term Force Majeure refers to any unforeseeable (or if foreseeable, reasonably unavoidable), event beyond the reasonable control of any party which prevents the performance of this Agreement, including without limitation acts of government, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning and war, but excluding any shortage of credit.

- 7.2 **Exemption.** Where either party fails to perform this Agreement in full or in part due to Force Majeure, such party shall be exempted from its responsibilities hereunder, to the extent of the Force Majeure in question and except where PRC law provides otherwise. For the avoidance of doubt, a party shall not be excused from performing its obligations hereunder where Force Majeure occurs following the delay by that party to perform this Agreement.
- 7.3 **Notice.** Should either party be unable to perform this Agreement as a result of Force Majeure, it shall inform the other party, as soon as possible following the occurrence of such Force Majeure, of the situation and the reason(s) for non-performance, so as to minimize any losses incurred by the other party as a consequence thereof. Furthermore, within a reasonable time after notice of Force Majeure has been given, the party encountering Force Majeure shall provide to the other party a legal certificate issued by a public notary (or other appropriate organization) of the place wherein the Force Majeure occurred, in witness of the same.
- 7.4 **Mitigation.** The party affected by Force Majeure may suspend the performance of its obligations under this Agreement until any disruption resulting from the Force Majeure has been resolved. However, such party shall make every effort to eliminate any obstacles resulting from the Force Majeure, thereby minimizing to the greatest extent possible the adverse effects of such, as well as any resulting losses.

8. EFFECTIVE DATE AND TERM

8.1 **Term.** This Agreement shall enter into effect as of the date first indicated above and shall continue for a period of 30 years unless it is extended according to Article 8.2 or terminated early according to Article 9.

8.2 **Extension.** This Agreement shall be automatically extended for another ten (10) years except Party B gives its written notice terminating this Agreement three (3) months before the expiration of this Agreement.

9. TERMINATION

9.1 **Early Termination.** This Agreement may be terminated early in the following situations:

9.1.1 with the mutual written consent of the parties following consultation;

9.1.2 in case of a Force Majeure event prevailing for 30 days or longer, the Parties shall discuss whether performance under this Agreement shall be partially exempted or postponed according to the degree by which such performance is affected by the Force Majeure event; or

9.1.3 by Party B with 30 days' prior written notice to Party A at any time.

9.2 **Survival of Obligations.** The expiry or early termination of this Agreement for any reason whatsoever shall not affect the payment obligations of the parties hereunder, the respective liability of the parties for damages or the confidentiality obligations of the parties.

10. MISCELLANEOUS

10.1 **Notices and Delivery.** All notices and communications between the parties shall be written in English and delivered in person (including courier service), by facsimile transmission or by registered mail to the appropriate addresses set forth below:

**Party A**

Address: Room 201, West 35 Gu Cheng Xi Street, Shijingshan District, Beijing, China  
Tel: 86-10-59857002  
Fax: 86-10-59857400  
Attn: Lu Min

**Party B**

Address: Room1005, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel: 86-10-59857001  
Fax: 86-10- 59857381  
Attn: Lu Min

- 10.2 **Timing.** The time of receipt of the notice or communication shall be deemed to be:
- 10.2.1 if in person (including courier), at the time of signing of a receipt by the receiving party or a duly authorized person at the receiving party's address;
  - 10.2.2 if by facsimile transmission, at the time displayed in the corresponding transmission record, unless such facsimile is sent after 5:00 p.m. or on a non-business day in the place of receipt, in which case the date of receipt shall be deemed to be the following business day; or
  - 10.2.3 if by registered mail, on the 10<sup>th</sup> day after the date of the receipt of the registered mail.
- 10.3 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of either party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 10.4 **Severability.** The provisions of this Agreement are severable from each other. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.



- 10.5 **Successors.** This Agreement shall be valid and binding upon the parties and upon their respective successors and assigns (if any).
- 10.6 **Assignment.** Party A shall not assign its rights or obligations under this Agreement to any third party without the prior written consent of Party B. Party B may transfer its rights or obligations under this Agreement to any third party without the consent of Party A, but shall inform Party A of the above assignment.
- 10.7 **Governing Law.** The execution, validity, interpretation and implementation of this Agreement and the settlement of disputes hereunder shall be governed by PRC law.
- 10.8 **Arbitration.**
- 10.8.1 If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.
- 10.8.2 If the dispute cannot be resolved in the above manner within 30 days after the commencement of the consultation or mediation, either party may submit the dispute to arbitration as follows:
- 10.8.2.1 all disputes arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's then-current rules; and

10.8.2.2 the arbitration shall be held in Beijing and conducted in Chinese, with the arbitral award being final and binding upon the parties.

10.8.3 When any dispute is submitted to arbitration, the parties shall continue to perform their obligations under this Agreement.

10.9 **Entire Agreement.** This Agreement and its Exhibits shall constitute the entire agreement between the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements, including without limitation, the Original Agreement.

10.10 **Amendments.** Without the prior written consent of Party B, Party A shall not amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.

10.11 **Language and Copies.**

This Agreement is prepared in both English and Chinese. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.

[The space below is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives on the date first indicated above.

**Party A: Beijing Autohome Used Car Appraisal Co.,Ltd**

Company Seal: (seal)

**Party B: Beijing Chezhiying Technologies Co., Ltd.**

Company Seal: (seal)

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Exclusive Technical Consulting and Services Agreement

**Scope of Services**

1. **Technical Services.** Party B will provide technical services and training to Party A, taking advantage of Party B's advanced network, website and multimedia technologies to improve Party A's system integration. Such technical services shall include:
  - (a) administering, managing and maintaining Party A's information application system and website system infrastructure;
  - (b) providing system optimization plans and implementing optimization features;
  - (c) assuring the security and reliability of the website application systems;
  - (d) procuring, installing and supporting the relevant products produced by Party B, and providing training in the use of those products;
  - (e) managing and maintaining all network and providing technologies to assure the reliability and efficiency thereof;
  - (f) providing information technology services and assuring the reliable operation of the information infrastructure.
2. **Marketing and Management Consulting.** For the purposes of expanding Party A's market share, popularizing its products and creating an efficient internal operations, Party B will provide consulting services regarding marketing and management, which shall include:
  - (a) providing strategic co-operation proposals and recommending relevant partners to Party A, and assisting Party A to establish and develop cooperative relationships with such partners with respect to advertising;

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Exclusive Technical Consulting and Services Agreement

- (b) providing Party A with market development strategies, including but not limited to the design and improvement of Party A's products, services and business model as well as strategic on its market position and brand-building; and
  - (c) training management personnel and providing management consultation services, including but not limited to regular business training for Party A's management personnel and formulating realistic and effective solutions to existing problems in Party A's business operations.
- 

Exclusive Technical Consulting and Services Agreement

**Calculation and Payment of the Service Fee**

**DURING THE TERM OF THIS AGREEMENT, THE SERVICE FEE PAYABLE BY PARTY A TO PARTY B FOR SERVICES RENDERED ACCORDING TO EXHIBIT I SHALL BE A FEE IN RMB DETERMINED BY THE FOLLOWING FORMULA:**

**SERVICE FEE PAYABLE = PARTY A'S REVENUE – TURNOVER TAXES – PARTY A'S TOTAL COSTS – PROFIT TO BE RETAINED BY PARTY A;**

Where:

- Party A's Revenue is revenue received by Party A from third parties in the course of its ordinary business;
- Turnover Taxes include, but are not limited to, business tax (if applicable), value-added tax, urban maintenance and construction tax and education surcharges;
- Party A's Total Costs include all costs and expenses, such as costs of goods sold and operating costs incurred by Party A for carrying out the business; and
- Profit to be retained by Party A shall be determined by a reputable certified public accountant designated by Party B.

During the term of this Agreement, Party B shall have the right to adjust the above Fees at its sole discretion without the consent of Party A.

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Exclusive Technical Consulting and Services Agreement

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**Exclusive Technical Consulting and  
Services Agreement**

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*between*

**Beijing Autohome Used Car Brokerage Co., Ltd**

*and*

**Beijing Chezhiying Technologies Co., Ltd.**

**September 30, 2016**

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I. SCOPE OF SERVICES	
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THIS EXCLUSIVE TECHNICAL CONSULTING AND SERVICES AGREEMENT (**Agreement**) is entered into on September 30, 2016 (**Execution Date**) in Beijing, the People's Republic of China (**PRC**).

*between*

- (1) **Beijing Autohome Used Car Brokerage Co., Ltd.**, a company duly organized and existing under the PRC laws with its legal address at No.101 Oudebao Vehicles Trading Market, Huilongguan, Changping District, Beijing, China (**Party A**);

*and*

- (2) **Beijing Chezhiying Technologies Co., Ltd.**, a company duly organized and existing under the PRC laws with its legal address at Room 1117, F/11, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China. (**Party B**).

#### **Recitals**

- A. Party A is a domestic company duly incorporated and validly existing under the laws of the PRC, which engages in the business of used vehicles brokerages. Party A wishes to develop its technology, to improve its management and increase and enhance its market position.
- B. Party B is a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, which holds the resources and qualifications for technical and consulting services. Party B is engaged in research and development relating to networks and has expertise in providing technical training and consulting services.

NOW, THEREFORE, the parties agree as follows:

1. APPOINTMENT AND PROVISION OF SERVICES

- 1.1 **Scope of Services.** Party A hereby appoints Party B to provide Party A with the Services detailed in the Exhibit I (**Services**).
- 1.2 **Provision of Services.** The Parties agree that Party B shall provide the Services to Party A on an exclusive basis, for the duration of the term of this Agreement and at standards commonly accepted in the market.
- 1.3 **Financial Support.** To ensure that the cash flow requirements of Party A's ordinary operations are met and/or to set off any loss accrued during such operations, Party B is obligated, only to the extent permissible under PRC law, to provide financing support for Party A, whether or not Party A actually incurs any such operational loss. Party B's financing support for Party A may take the form of bank entrusted loans or borrowings. Contracts for any such entrusted loans or borrowings shall be executed separately. Party B will not request repayment if Party A is unable to do so.

2. INTELLECTUAL PROPERTY RIGHTS

The Parties agree that the intellectual property rights created by Party B in the course of performing this Agreement (including without limitation any copyrights, trademarks or logos registered or not, patents and proprietary technology), shall belong to Party B.

3. SERVICE FEE AND PAYMENT

- 3.1 **Service Fee.** The Parties agree that the Service Fee under this Agreement shall be determined according to the Exhibit II.
- 3.2 **Payment Method.** Party B shall, within the first 5 days of each month, provide Party A with written statement of the service fee spent providing the Services during the previous month. Party A shall confirm to Party B in writing within 3 business days of receipt that the service fee is correct. If Party A fails to provide such confirmation on time, Party A shall be deemed to have confirmed Party B's statement. Party A shall pay the service fee to Party B's designated account within 10 days after confirming the service fee provided in Party B's statement.

4. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that, as of the date of signing hereof:

- 4.1 it has full power and authority as an independent legal person to execute and deliver this Agreement and to carry out its responsibilities and obligations hereunder;
- 4.2 its execution and performance of this Agreement will not result in a breach of any law, regulation, authorization or agreement to which it is subject.

5. CONFIDENTIALITY

- 5.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all information relating to or arisen from this Agreement, or made available under this Agreement to a party or any associate thereof (**Confidential Information**). Without the prior written consent of the other party, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other party immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation. Notwithstanding anything to the contrary above, Party A shall have the full right to disclose any Confidential Information to its shareholders, affiliates or professional advisors.
- 5.2 **Obligations upon Termination.** Upon termination of this Agreement, either party shall, at the request of the other party, return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the Confidential Information belonging to the other party and delete such Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.

5.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

6. BREACH

6.1 **Written Notice.** If a party breaches any of its respective representations, warranties or obligations under this Agreement, the non-breaching party may send a written notice to the breaching party demanding rectification within 10 days.

6.2 **Compensation.** The breaching party shall be liable to compensate the non-breaching party for any losses it has sustained as a result of the breach, including loss of profits.

7. FORCE MAJEURE

7.1 **Definition.** The term Force Majeure refers to any unforeseeable (or if foreseeable, reasonably unavoidable), event beyond the reasonable control of any party which prevents the performance of this Agreement, including without limitation acts of government, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning and war, but excluding any shortage of credit.

- 7.2 **Exemption.** Where either party fails to perform this Agreement in full or in part due to Force Majeure, such party shall be exempted from its responsibilities hereunder, to the extent of the Force Majeure in question and except where PRC law provides otherwise. For the avoidance of doubt, a party shall not be excused from performing its obligations hereunder where Force Majeure occurs following the delay by that party to perform this Agreement.
- 7.3 **Notice.** Should either party be unable to perform this Agreement as a result of Force Majeure, it shall inform the other party, as soon as possible following the occurrence of such Force Majeure, of the situation and the reason(s) for non-performance, so as to minimize any losses incurred by the other party as a consequence thereof. Furthermore, within a reasonable time after notice of Force Majeure has been given, the party encountering Force Majeure shall provide to the other party a legal certificate issued by a public notary (or other appropriate organization) of the place wherein the Force Majeure occurred, in witness of the same.
- 7.4 **Mitigation.** The party affected by Force Majeure may suspend the performance of its obligations under this Agreement until any disruption resulting from the Force Majeure has been resolved. However, such party shall make every effort to eliminate any obstacles resulting from the Force Majeure, thereby minimizing to the greatest extent possible the adverse effects of such, as well as any resulting losses.

8. EFFECTIVE DATE AND TERM

- 8.1 **Term.** This Agreement shall enter into effect as of the date first indicated above and shall continue for a period of 30 years unless it is extended according to Article 8.2 or terminated early according to Article 9.
- 8.2 **Extension.** This Agreement shall be automatically extended for another ten (10) years except Party B gives its written notice terminating this Agreement three (3) months before the expiration of this Agreement.

9. TERMINATION

- 9.1 **Early Termination.** This Agreement may be terminated early in the following situations:
  - 9.1.1 with the mutual written consent of the parties following consultation;
  - 9.1.2 in case of a Force Majeure event prevailing for 30 days or longer, the Parties shall discuss whether performance under this Agreement shall be partially exempted or postponed according to the degree by which such performance is affected by the Force Majeure event; or
  - 9.1.3 by Party B with 30 days' prior written notice to Party A at any time.

9.2 **Survival of Obligations.** The expiry or early termination of this Agreement for any reason whatsoever shall not affect the payment obligations of the parties hereunder, the respective liability of the parties for damages or the confidentiality obligations of the parties.

10. MISCELLANEOUS

10.1 **Notices and Delivery.** All notices and communications between the parties shall be written in English and delivered in person (including courier service), by facsimile transmission or by registered mail to the appropriate addresses set forth below:

**Party A**

Address: No.101 Oudebao Vehicles Trading Market, Huilongguan, Changping District, Beijing, China  
Tel: 86-10-59857002  
Fax: 86-10-59857400  
Attn: Lu Min

**Party B**

Address: Room1005, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel: 86-10-59857001  
Fax: 86-10- 59857387  
Attn: Lu Min



- 10.2 **Timing.** The time of receipt of the notice or communication shall be deemed to be:
- 10.2.1 if in person (including courier), at the time of signing of a receipt by the receiving party or a duly authorized person at the receiving party's address;
  - 10.2.2 if by facsimile transmission, at the time displayed in the corresponding transmission record, unless such facsimile is sent after 5:00 p.m. or on a non-business day in the place of receipt, in which case the date of receipt shall be deemed to be the following business day; or
  - 10.2.3 if by registered mail, on the 10<sup>th</sup> day after the date of the receipt of the registered mail.
- 10.3 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of either party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 10.4 **Severability.** The provisions of this Agreement are severable from each other. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

- 10.5 **Successors.** This Agreement shall be valid and binding upon the parties and upon their respective successors and assigns (if any).
- 10.6 **Assignment.** Party A shall not assign its rights or obligations under this Agreement to any third party without the prior written consent of Party B. Party B may transfer its rights or obligations under this Agreement to any third party without the consent of Party A, but shall inform Party A of the above assignment.
- 10.7 **Governing Law.** The execution, validity, interpretation and implementation of this Agreement and the settlement of disputes hereunder shall be governed by PRC law.
- 10.8 **Arbitration.**
- 10.8.1 If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.
- 10.8.2 If the dispute cannot be resolved in the above manner within 30 days after the commencement of the consultation or mediation, either party may submit the dispute to arbitration as follows:
- 10.8.2.1 all disputes arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's then-current rules; and

10.8.2.2 the arbitration shall be held in Beijing and conducted in Chinese, with the arbitral award being final and binding upon the parties.

10.8.3 When any dispute is submitted to arbitration, the parties shall continue to perform their obligations under this Agreement.

10.9 **Entire Agreement.** This Agreement and its Exhibits shall constitute the entire agreement between the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements, including without limitation, the Original Agreement.

10.10 **Amendments.** Without the prior written consent of Party B, Party A shall not amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.

10.11 **Language and Copies.**

This Agreement is prepared in both English and Chinese. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.

[The space below is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives on the date first indicated above.

**Party A: Beijing Autohome Used Car Brokerage Co., Ltd**

Company Seal: (seal)

**Party B: Beijing Chezhiying Technologies Co., Ltd.**

Company seal: (seal)

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Exclusive Technical Consulting and Services Agreement

**Scope of Services**

1. **Technical Services.** Party B will provide technical services and training to Party A, taking advantage of Party B's advanced network, website and multimedia technologies to improve Party A's system integration. Such technical services shall include:
  - (a) administering, managing and maintaining Party A's information application system and website system infrastructure;
  - (b) providing system optimization plans and implementing optimization features;
  - (c) assuring the security and reliability of the website application systems;
  - (d) procuring, installing and supporting the relevant products produced by Party B, and providing training in the use of those products;
  - (e) managing and maintaining all network and providing technologies to assure the reliability and efficiency thereof;
  - (f) providing information technology services and assuring the reliable operation of the information infrastructure.
2. **Marketing and Management Consulting.** For the purposes of expanding Party A's market share, popularizing its products and creating an efficient internal operations, Party B will provide consulting services regarding marketing and management, which shall include:
  - (a) providing strategic co-operation proposals and recommending relevant partners to Party A, and assisting Party A to establish and develop cooperative relationships with such partners with respect to advertising;

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Exclusive Technical Consulting and Services Agreement

- (b) providing Party A with market development strategies, including but not limited to the design and improvement of Party A's products, services and business model as well as strategic on its market position and brand-building; and
  - (c) training management personnel and providing management consultation services, including but not limited to regular business training for Party A's management personnel and formulating realistic and effective solutions to existing problems in Party A's business operations.
- 

Exclusive Technical Consulting and Services Agreement

**Calculation and Payment of the Service Fee**

**DURING THE TERM OF THIS AGREEMENT, THE SERVICE FEE PAYABLE BY PARTY A TO PARTY B FOR SERVICES RENDERED ACCORDING TO EXHIBIT I SHALL BE A FEE IN RMB DETERMINED BY THE FOLLOWING FORMULA:**

**SERVICE FEE PAYABLE = PARTY A'S REVENUE – TURNOVER TAXES – PARTY A'S TOTAL COSTS – PROFIT TO BE RETAINED BY PARTY A;**

Where:

- Party A's Revenue is revenue received by Party A from third parties in the course of its ordinary business;
- Turnover Taxes include, but are not limited to, business tax (if applicable), value-added tax, urban maintenance and construction tax and education surcharges;
- Party A's Total Costs include all costs and expenses, such as costs of goods sold and operating costs incurred by Party A for carrying out the business; and
- Profit to be retained by Party A shall be determined by a reputable certified public accountant designated by Party B.

During the term of this Agreement, Party B shall have the right to adjust the above Fees at its sole discretion without the consent of Party A.

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Exclusive Technical Consulting and Services Agreement

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**Loan Agreement**

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*Between*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Lu Min**

**MARCH 25, 2017**



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THIS LOAN AGREEMENT (**Agreement**) is entered into on March 25, 2017 in Beijing, People's Republic of China (**PRC**)

by and between

(1) **Beijing Cheerbright Technologies Co., Ltd.**, a wholly foreign owned enterprise duly incorporated and validly existing under the law of the PRC, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

and

(2) **Lu Min**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou.;

**Recitals**

A. Party B acquired the equity interest of a PRC domestically funded limited company named Shanghai You Che You Jia Advertising Co., Ltd. (**Company**) in Shanghai, PRC, jointly with certain the other shareholder (*i.e.* Lei Haiyun), and holds 50% of the equity interest of the Company (**Equity Interests**);

B. Now, Party A has provided Party B with a loan to be used for the purposes of acquiring the equity interest of the Company in accordance with this Agreement. In accordance with the terms and conditions of this Agreement, Party A agrees to provide an interest-free loan in the amount of RMB5,000,000 (**Loan**).

**NOW, THEREFORE**, the parties agree as follows:

### 1. DEFINITIONS AND INTERPRETATIONS

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

<b>Designated Party</b>	means a third party as designated by Party A;
<b>Event of Default</b>	means an event as described in Article 2.3;
<b>Equity Option Agreement</b>	means the Equity Option Agreement to be entered into by and among Party A, Party B and the Company dated on March 25, 2017;
<b>Equity Pledge Agreement</b>	means the Equity Interest Pledge Agreement to be entered into by and between Party A, Party B dated on March 25, 2017;
<b>Power of Attorney</b>	means an irrevocable Power of Attorney issued by Party B conferring all his rights as a shareholder of the Company to Party A or the Designated Party dated on March 25, 2017;

**Repayment Notice** means a written notice from Party A to Party B for purposes of the repayment of the Loan.

1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. Any reference to an Article is to an article of this Agreement. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

## 2. LOAN

2.1 **Amount.** Party A has provided to Party B, and Party B has received from Party A, the Loan. The Loan shall be interest free.

2.2 **Term.** The term of the Loan shall continue indefinitely until such time as Party B receives a Repayment Notice and fully repays the Loan, or an Event of Default occurs unless Party A has sent a notice indicating otherwise within 15 calendar days after it is aware of such event.

2.3 **Event of Default.** For purposes of this Agreement, an Event of Default is deemed to have occurred if any of the following were to apply to Party B:

2.3.1 a proceeding is commenced against him under any applicable bankruptcy, insolvency, reorganization, court mediation, or other similar law;

2.3.2 he makes or attempts to make any fraudulent use or any unauthorized transfer of the Loan or the Equity Interests;

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- 2.3.3 he dies or his capacity to perform civil acts is lost or limited;
  - 2.3.4 he is charged with a criminal offense;
  - 2.3.5 any third party institutes a court action against him claiming over RMB 50,000;
  - 2.3.6 Party B breaches any of its covenants or other obligations under this Agreement, and such breach has not been remedied within 15 calendar days after receiving Party A's written notice requiring remedy;
  - 2.3.7 the representations and warranties made by Party B prove to be false or misleading in any material respect;
  - 2.3.8 any indebtedness, guarantee or other obligation of Party B, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the scheduled date; or (ii) has become due and is not repaid or performed as scheduled and thereby causes Party A to regard Party B's capacity to perform the obligations specified herein as having been adversely affected;
  - 2.3.9 Party B is incapable of repaying his debts as they become due;
  - 2.3.10 the Agreement is illegal as a result of any applicable laws or Party B is restricted from continuing to perform its obligations as specified herein;

- 2.3.11 any approval, permits, licenses or authorization from any applicable governmental entity (and registration or filing procedure) required for the Company to provide value added telecommunications services in respect of its information services business via the Internet in the PRC are withdrawn, suspended, invalidated or materially amended;
- 2.3.12 any approval, permits, licenses or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid are withdrawn, suspended, invalidated or materially amended;
- 2.3.13 any property owned by Party B is altered or damaged and thereby causes Party A to deem that the capability of Party B to perform the obligations stated herein have been adversely affected; or
- 2.3.14 Party B defaults under either of the Equity Pledge Agreement or the Equity Option Agreement.

2.4 **Repayment Date.** Unless otherwise agreed by Party A in writing, the Loan borrowed by Party B, any portion of the Loan and any other payment in arrears, if applicable, under this Agreement shall become due and payable five Business Days after Party A gives written notice to Party B demanding repayment in accordance with Article 6.1 (Repayment Date). Without Party A's express prior written consent, the Loan shall not be repaid and shall continue indefinitely until the Repayment Date.

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- 2.5 **Form of Repayment.** Unless agreed by the Parties in writing, the Loan may only be repaid in the form specified in Article 6.
- 2.6 **Purpose of Loan.** Party B has accepted the Loan provided by Party A and hereby agrees and covenants that the Loan shall be used only to acquire the equity interest of the Company. Without Party A's prior written consent, Party B shall not use the Loan for any other purpose, or sell, assign, transfer, pledge or otherwise dispose of any legal rights or benefits in connection with, or create any security interest over, the Equity Interest to any third party.

### **3 CONDITIONS PRECEDENT**

Drawdown of the Loan by Party B shall, unless specifically waived by Party A in writing, be conditional upon the fulfillment of all of the following conditions precedent:

- 3.1 **Representations and Warranties.** All the representations and warranties provided by Party B in Article 4.2 are true, complete and correct, and shall remain true, complete and correct on the date of such drawdown, as if they are provided on such date.
- 3.2 **No Breach.** Party B shall not have breached any of his undertakings provided in Article 5, and no event which may affect the performance of Party B's obligations hereunder shall have occurred or be likely to occur.

#### **4. REPRESENTATIONS AND WARRANTIES**

4.1 **Party A's Representations and Warranties.** Party A represents and warrants as follows:

- 4.1.1 it is a company incorporated and validly existing under the laws of PRC;
- 4.1.2 it has the power to enter into and perform this Agreement, and its execution and performance of this Agreement is in compliance with the business scope of Party A and the provisions of its articles of association or other constituent documents;
- 4.1.3 the execution and performance of this Agreement by it will not result in a breach of any laws, regulations, authorizations, or agreement to which it is subject; and
- 4.1.4 this Agreement shall constitute its legal, valid, and binding obligations, and is to be enforceable against it.

4.2 **Party B's Representations and Warranties.** Party B represents and warrants as follows:

- 4.2.1 he has and shall maintain the full power and authority to enter into this Agreement and to perform his obligations hereunder;
- 4.2.2 the execution and performance of this Agreement by himself will not result in a breach of any laws, regulations, authorizations, or agreement to which he is subject;



- 4.2.3 this Agreement shall constitute his legal, valid, and binding obligations, and is to be enforceable against himself;
- 4.2.4 there are no civil, criminal or administrative, claims, actions, suits, investigations or proceedings pending or threatened against him which, based on his knowledge, would materially and adversely affect this Agreement and the performance thereof;
- 4.2.5 there is no provision of any agreement, enforceable judgment or order of any court binding on him or affecting his property, which would in any way prevent or materially adversely affect his execution or performance of this Agreement;
- 4.2.6 the execution and performance of this Agreement and the realization of Party A's rights hereunder will not violate any mortgage right, contract, judgment, decree or law that is binding upon him or his assets;
- 4.2.7 with the exception of the Equity Pledge Agreement, the Equity Option Agreement and the Power of Attorney, he has not: (a) created any pledge, charge or any other security over any of the Equity Interests; (b) offered to transfer any of the Equity Interests to any third party; (c) issued an undertaking to any third party regarding any offer to purchase any of the Equity Interests; or (d) entered into any agreement to transfer any of the Equity Interests to any third party; and

- 4.2.8 no dispute, action, arbitration, administrative procedure or other legal proceeding (potential or actual) regarding himself and/or any of the Equity Interests in existence or pending.

## 5. UNDERTAKINGS

- 5.1 **Party B's Undertakings relating to the Company.** Party B undertakes to vote his total interest in the Company and to take all other necessary actions to ensure that the Company:
- 5.1.1 will obtain or complete all the necessary governmental approvals, authorizations, licenses, registrations and filing procedures to own its assets and to engage in the businesses specified in the operational scope of its business license;
  - 5.1.2 will not supplement, change, or modify in any way its articles of association or other constituent documents, increase or reduce its registered capital, or alter its shareholding structure without the prior written consent of Party A;
  - 5.1.3 will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any asset, business or legal or beneficial interest, or permit the creation of any other security interest over the same without the prior written consent of Party A;

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- 5.1.4 will not incur, inherit, warrant or permit the existence of any Loan without the prior written consent of Party A;
  - 5.1.5 will not enter into any contracts or extend any loan or credit to any party or provide any guarantee or assume any obligation of any party without the prior written consent of Party A;
  - 5.1.6 will provide all information relating to its operations and financial affairs to Party A upon the request of Party A;
  - 5.1.7 will not merge, consolidate with any third party, or acquire or invest in any third party, without the prior written consent of Party A;
  - 5.1.8 will notify Party A immediately should any legal action, arbitration or administrative procedure relating to its assets, operations or income arises or is likely to arise;
  - 5.1.9 will execute all necessary or appropriate agreements, take all necessary or appropriate actions and make all necessary or appropriate defenses for the purpose of maintaining all rights and proprietary interests in respect of its assets;
  - 5.1.10 will not pay dividends or distributions of any kind to its shareholders without the prior written consent of Party A;

5.1.11 will strictly observe all of the provisions under this Agreement, the Equity Pledge Agreement, the Equity Option Agreement and the Power of Attorney and shall not cause any act or omission to take place which may impair the validity and enforceability of those documents; and

5.1.12 will promptly notify Party A in writing of the occurrence of any event which may materially affect its assets, obligations, rights or operations.

5.2 **Undertakings of Party B.** Party B further undertakes as follows:

5.2.1 he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any of the Equity Interests, or permit the creation of any other security interest in the Company without the prior written consent of Party A;

5.2.2 he will ensure that the shareholders' meeting of the Company shall not approve any sale, transfer, pledge or other disposal of the Equity Interests, or permit the creation of any other security interest over the same without the prior written consent of Party A;

5.2.3 he will ensure that the shareholders' meeting of the Company shall decide on any matter only with the prior written instruction of Party A;

5.2.4 he will notify Party A immediately if and when any legal action, arbitration, or administrative procedure relating to the Equity Interests arises or is likely to arise;

- 5.2.5 he will enter into all necessary or appropriate agreements, take all necessary or appropriate actions, file all necessary or appropriate and make all necessary or appropriate defenses for the purpose of maintaining ownership of the Equity Interests at the instruction of Party A;
- 5.2.6 he will not cause any actions and/or omissions which may materially and adversely affect the assets, operations or liability of the Company without the prior written consent of Party A;
- 5.2.7 he will, upon the request of Party A, appoint any person nominated by Party A as a director of the Company;
- 5.2.8 in the event that the Party A or the Designated Party purchases the Equity Interests pursuant to the Equity Option Agreement, he shall apply the proceeds therefrom to repay the Loan to Party A;
- 5.2.9 he will promptly notify Party A in writing of the occurrence of any event which may materially affect his assets, obligations, rights or operations;
- 5.2.10 he shall issue the Power of Attorney simultaneously when entering into this Agreement;

- 5.2.11 the Equity Option Agreement shall be validly executed, pursuant to which Party B shall grant Party A or the Designated Party with an exclusive option to purchase the Equity Interests, to the extent permitted under PRC law;
- 5.2.12 the Equity Pledge Agreement, the Equity Option Agreement, and the Power of Attorney shall be in full effect and free of default, and all relevant filing or registrations procedures, approvals, and governmental proceedings shall have been obtained or completed;
- 5.2.13 he will strictly observe all the provisions and perform all of his obligations under this Agreement, the Equity Pledge Agreement and the Equity Option Agreement, causing no actions nor failing to take any actions that may impair the validity or enforceability of this Agreement, the Equity Pledge Agreement or the Equity Option Agreement;
- 5.2.14 he shall maintain as strictly confidential the existence and provisions of this Agreement, as well as any correspondence, resolutions, ancillary agreements and any other documentation associated herewith; and
- 5.2.15 he will not be entitled to any dividend or profit distribution of the Company and will not request or receive any of the same without the prior written consent of Party A. If such dividends or other distributions are distributed to him from the Company, he will immediately and unconditionally pay or transfer to Party A any such dividends or other distributions in whatsoever form obtained from the Company as a shareholder of the Company at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable as a result of his receipt of such dividends or other distributions.

## **6 ENFORCEMENT**

### **6.1 Repayment of Loan.**

- 6.1.1 Upon the occurrence of either an Event of Default or a decision by Party A, in its sole discretion, to demand repayment of the Loan or any portion of the Loan, Party A may at its discretion issue a notice (Repayment Notice) to Party B requiring repayment of the Loan or any portion of the Loan and any other payment in arrears under this Agreement.
- 6.1.2 Party B shall repay the Loan by transferring the Equity Interest to Party A or the Designated Party, as directed by Party A, by signing and delivering an agreement for the transfer of the Equity Interest satisfactory to the Party A from the form to the substance.
- 6.1.3 If Party B fails to comply with its repayment obligations under this Agreement, late payment interest shall be assessed at the rate of 0.3% per day upon the outstanding amount of the Loan and shall be payable from the Repayment Date until the date on which the total amount of the overdue loan, overdue interest and other monies payable to Party A are fully settled.

6.2 **Notification.** Party B shall immediately notify Party A in writing of the occurrence of any event set forth in Article 2.3 or any circumstance which may lead to the occurrence of any such event as soon as Party B knows or is aware of such event or circumstance.

## **7 CONFIDENTIALITY**

7.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all information relating to or arisen from this Agreement, or made available under this Agreement to a party or any associate thereof (**Confidential Information**). Without the prior written consent of the other party, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other party immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation. Notwithstanding anything to the contrary above, Party A shall have the full right to disclose any Confidential Information to its shareholders, affiliates or professional advisors.



- 7.2 **Obligations upon Termination.** Upon termination of this Agreement, either party shall, at the request of the other party, return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the Confidential Information belonging to the other party and delete such Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.
- 7.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

## **8 DISPUTE RESOLUTION**

- 8.1 **Governing Law.** This Agreement shall be governed by the laws of the PRC.
- 8.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.

8.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be *Beijing*. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.

## **9 INDEMNITY**

Party A agrees to indemnify and hold harmless Party B for any damages, fines or penalties solely incurred in his capacity as a shareholder or any other positions (including, without limitation, those of legal representative and director) directly as a result of the establishment of the Company and the operation of the Company's business in contravention of PRC law; provided, however, that in no instance will Party A provide such indemnification if Party B has engaged in fraud or willful misconduct or has breached or is in breach of this Agreement.

## **10 MISCELLANEOUS**

10.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail or telecopy, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10<sup>th</sup> day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4<sup>th</sup> day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by telecopy, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

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Party A : Beijing Cheerbright Technologies Co., Ltd.  
Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : 86-10-59857001  
Attn : Lu Min

Party B : Lu Min  
Address : Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou  
Tel : +\*\*\*\*\*  
Attn : Lu Min

10.2 **Entire Agreement.** This Agreement, the Exclusive Technical Consulting and Services Agreement, the Equity Pledge Agreement, the Equity Option Agreement, and the Power of Attorney from Party B to Party A in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.

- 10.3 **Amendment.** Without the prior written consent of Party A, Party B shall not amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.
- 10.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of either party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 10.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 10.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
- 10.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.

10.8 **Effectiveness:** This Agreement shall be effective upon its signing by all the parties or their respective authorized representative and shall be deemed terminated as of the date when the Loan has been repaid in full.

10.9 **Language and Counterparts.** This Agreement is prepared in 2 sets of originals both in English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.

*[The space below has been intentionally left blank.]*

IN WITNESS WHEREOF, each of the parties hereto has duly executed or has caused this Agreement to be duly executed in its name and on its behalf by the officer or representative duly authorized, on the day and year first above written.

**Party A: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min \_\_\_\_\_

Name: /Lu Min/  
Title: Legal Representative

**Party B: Lu Min**

/s/ Lu Min \_\_\_\_\_

Loan Agreement

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**Loan Agreement**

---

*Between*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Lei Haiyun**

MARCH 25, 2017

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THIS LOAN AGREEMENT (**Agreement**) is entered into on March 25, 2017 in Beijing, People's Republic of China (**PRC**)

by and between

(1) **Beijing Cheerbright Technologies Co., Ltd.**, a wholly foreign owned enterprise duly incorporated and validly existing under the law of the PRC, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

and

(2) **Lei Haiyun**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai (**Party B**).

**Recitals**

A. Party B acquired the equity interest of a PRC domestically funded limited company named Shanghai You Che You Jia Advertising Co., Ltd. (**Company**) in Shanghai, PRC, jointly with the other shareholder (*i.e.* Lu Min), and holds 50% of the equity interest of the Company (**Equity Interests**);

B. Now, Party A has provided Party B with a loan to be used for the purposes of acquiring the equity interest of the Company in accordance with this Agreement. In accordance with the terms and conditions of this Agreement, Party A agrees to provide an interest-free loan in the amount of RMB5,000,000 (**Loan**).

**NOW, THEREFORE**, the parties agree as follows:

### 1. DEFINITIONS AND INTERPRETATIONS

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

<b>Designated Party</b>	means a third party as designated by Party A;
<b>Event of Default</b>	means an event as described in Article 2.3;
<b>Equity Option Agreement</b>	means the Equity Option Agreement to be entered into by and among Party A, Party B and the Company dated on March 25, 2017;
<b>Equity Pledge Agreement</b>	means the Equity Interest Pledge Agreement to be entered into by and between Party A, Party B dated on March 25, 2017;
<b>Power of Attorney</b>	means an irrevocable Power of Attorney issued by Party B conferring all his rights as a shareholder of the Company to Party A or the Designated Party dated on March 25, 2017;
<b>Repayment Notice</b>	means a written notice from Party A to Party B for purposes of the repayment of the Loan.

1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. Any reference to an Article is to an article of this Agreement. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

## **2. LOAN**

2.1 **Amount.** Party A has provided to Party B, and Party B has received from Party A, the Loan. The Loan shall be interest free.

2.2 **Term.** The term of the Loan shall continue indefinitely until such time as Party B receives a Repayment Notice and fully repays the Loan, or an Event of Default occurs unless Party A has sent a notice indicating otherwise within 15 calendar days after it is aware of such event.

2.3 **Event of Default.** For purposes of this Agreement, an Event of Default is deemed to have occurred if any of the following were to apply to Party B:

2.3.1 a proceeding is commenced against him under any applicable bankruptcy, insolvency, reorganization, court mediation, or other similar law;

2.3.2 he makes or attempts to make any fraudulent use or any unauthorized transfer of the Loan or the Equity Interests;

- 
- 2.3.3 he dies or his capacity to perform civil acts is lost or limited;
  - 2.3.4 he is charged with a criminal offense;
  - 2.3.5 any third party institutes a court action against him claiming over RMB 50,000;
  - 2.3.6 Party B breaches any of its covenants or other obligations under this Agreement, and such breach has not been remedied within 15 calendar days after receiving Party A's written notice requiring remedy;
  - 2.3.7 the representations and warranties made by Party B prove to be false or misleading in any material respect;
  - 2.3.8 any indebtedness, guarantee or other obligation of Party B, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the scheduled date; or (ii) has become due and is not repaid or performed as scheduled and thereby causes Party A to regard Party B's capacity to perform the obligations specified herein as having been adversely affected;
  - 2.3.9 Party B is incapable of repaying his debts as they become due;
  - 2.3.10 the Agreement is illegal as a result of any applicable laws or Party B is restricted from continuing to perform its obligations as specified herein;

- 2.3.11 any approval, permits, licenses or authorization from any applicable governmental entity (and registration or filing procedure) required for the Company to provide value added telecommunications services in respect of its information services business via the Internet in the PRC are withdrawn, suspended, invalidated or materially amended;
- 2.3.12 any approval, permits, licenses or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid are withdrawn, suspended, invalidated or materially amended;
- 2.3.13 any property owned by Party B is altered or damaged and thereby causes Party A to deem that the capability of Party B to perform the obligations stated herein have been adversely affected; or
- 2.3.14 Party B defaults under either of the Equity Pledge Agreement or the Equity Option Agreement.

2.4 **Repayment Date.** Unless otherwise agreed by Party A in writing, the Loan borrowed by Party B, any portion of the Loan and any other payment in arrears, if applicable, under this Agreement shall become due and payable five Business Days after Party A gives written notice to Party B demanding repayment in accordance with Article 6.1 (Repayment Date). Without Party A's express prior written consent, the Loan shall not be repaid and shall continue indefinitely until the Repayment Date.

- 2.5 **Form of Repayment.** Unless agreed by the Parties in writing, the Loan may only be repaid in the form specified in Article 6.
- 2.6 **Purpose of Loan.** Party B has accepted the Loan provided by Party A and hereby agrees and covenants that the Loan shall be used only to acquire the equity interest of the Company. Without Party A's prior written consent, Party B shall not use the Loan for any other purpose, or sell, assign, transfer, pledge or otherwise dispose of any legal rights or benefits in connection with, or create any security interest over, the Equity Interest to any third party.

### **3 CONDITIONS PRECEDENT**

Drawdown of the Loan by Party B shall, unless specifically waived by Party A in writing, be conditional upon the fulfillment of all of the following conditions precedent:

- 3.1 **Representations and Warranties.** All the representations and warranties provided by Party B in Article 4.2 are true, complete and correct, and shall remain true, complete and correct on the date of such drawdown, as if they are provided on such date.
- 3.2 **No Breach.** Party B shall not have breached any of his undertakings provided in Article 5, and no event which may affect the performance of Party B's obligations hereunder shall have occurred or be likely to occur.

### **4. REPRESENTATIONS AND WARRANTIES**

- 4.1 **Party A's Representations and Warranties.** Party A represents and warrants as follows:
- 4.1.1 it is a company incorporated and validly existing under the laws of PRC;

- 4.1.2 it has the power to enter into and perform this Agreement, and its execution and performance of this Agreement is in compliance with the business scope of Party A and the provisions of its articles of association or other constituent documents;
- 4.1.3 the execution and performance of this Agreement by it will not result in a breach of any laws, regulations, authorizations, or agreement to which it is subject; and
- 4.1.4 this Agreement shall constitute its legal, valid, and binding obligations, and is to be enforceable against it.

4.2 **Party B's Representations and Warranties.** Party B represents and warrants as follows:

- 4.2.1 he has and shall maintain the full power and authority to enter into this Agreement and to perform his obligations hereunder;
- 4.2.2 the execution and performance of this Agreement by himself will not result in a breach of any laws, regulations, authorizations, or agreement to which he is subject;
- 4.2.3 this Agreement shall constitute his legal, valid, and binding obligations, and is to be enforceable against himself;

- 4.2.4 there are no civil, criminal or administrative, claims, actions, suits, investigations or proceedings pending or threatened against him which, based on his knowledge, would materially and adversely affect this Agreement and the performance thereof;
- 4.2.5 there is no provision of any agreement, enforceable judgment or order of any court binding on him or affecting his property, which would in any way prevent or materially adversely affect his execution or performance of this Agreement;
- 4.2.6 the execution and performance of this Agreement and the realization of Party A's rights hereunder will not violate any mortgage right, contract, judgment, decree or law that is binding upon him or his assets;
- 4.2.7 with the exception of the Equity Pledge Agreement, the Equity Option Agreement and the Power of Attorney, he has not: (a) created any pledge, charge or any other security over any of the Equity Interests; (b) offered to transfer any of the Equity Interests to any third party; (c) issued an undertaking to any third party regarding any offer to purchase any of the Equity Interests; or (d) entered into any agreement to transfer any of the Equity Interests to any third party; and
- 4.2.8 no dispute, action, arbitration, administrative procedure or other legal proceeding (potential or actual) regarding himself and/or any of the Equity Interests in existence or pending.



## 5. UNDERTAKINGS

- 5.1 **Party B's Undertakings relating to the Company.** Party B undertakes to vote his total interest in the Company and to take all other necessary actions to ensure that the Company:
- 5.1.1 will obtain or complete all the necessary governmental approvals, authorizations, licenses, registrations and filing procedures to own its assets and to engage in the businesses specified in the operational scope of its business license;
  - 5.1.2 will not supplement, change, or modify in any way its articles of association or other constituent documents, increase or reduce its registered capital, or alter its shareholding structure without the prior written consent of Party A;
  - 5.1.3 will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any asset, business or legal or beneficial interest, or permit the creation of any other security interest over the same without the prior written consent of Party A;
  - 5.1.4 will not incur, inherit, warrant or permit the existence of any Loan without the prior written consent of Party A;
-

- 5.1.5 will not enter into any contracts or extend any loan or credit to any party or provide any guarantee or assume any obligation of any party without the prior written consent of Party A;
- 5.1.6 will provide all information relating to its operations and financial affairs to Party A upon the request of Party A;
- 5.1.7 will not merge, consolidate with any third party, or acquire or invest in any third party, without the prior written consent of Party A;
- 5.1.8 will notify Party A immediately should any legal action, arbitration or administrative procedure relating to its assets, operations or income arises or is likely to arise;
- 5.1.9 will execute all necessary or appropriate agreements, take all necessary or appropriate actions and make all necessary or appropriate defenses for the purpose of maintaining all rights and proprietary interests in respect of its assets;
- 5.1.10 will not pay dividends or distributions of any kind to its shareholders without the prior written consent of Party A;
- 5.1.11 will strictly observe all of the provisions under this Agreement, the Equity Pledge Agreement, the Equity Option Agreement and the Power of Attorney and shall not cause any act or omission to take place which may impair the validity and enforceability of those documents; and

5.1.12 will promptly notify Party A in writing of the occurrence of any event which may materially affect its assets, obligations, rights or operations.

5.2 **Undertakings of Party B.** Party B further undertakes as follows:

- 5.2.1 he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any of the Equity Interests, or permit the creation of any other security interest in the Company without the prior written consent of Party A;
- 5.2.2 he will ensure that the shareholders' meeting of the Company shall not approve any sale, transfer, pledge or other disposal of the Equity Interests, or permit the creation of any other security interest over the same without the prior written consent of Party A;
- 5.2.3 he will ensure that the shareholders' meeting of the Company shall decide on any matter only with the prior written instruction of Party A;
- 5.2.4 he will notify Party A immediately if and when any legal action, arbitration, or administrative procedure relating to the Equity Interests arises or is likely to arise;
- 5.2.5 he will enter into all necessary or appropriate agreements, take all necessary or appropriate actions, file all necessary or appropriate and make all necessary or appropriate defenses for the purpose of maintaining ownership of the Equity Interests at the instruction of Party A;

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- 5.2.6 he will not cause any actions and/or omissions which may materially and adversely affect the assets, operations or liability of the Company without the prior written consent of Party A;
  - 5.2.7 he will, upon the request of Party A, appoint any person nominated by Party A as a director of the Company;
  - 5.2.8 in the event that the Party A or the Designated Party purchases the Equity Interests pursuant to the Equity Option Agreement, he shall apply the proceeds therefrom to repay the Loan to Party A;
  - 5.2.9 he will promptly notify Party A in writing of the occurrence of any event which may materially affect his assets, obligations, rights or operations;
  - 5.2.10 he shall issue the Power of Attorney simultaneously when entering into this Agreement;
  - 5.2.11 the Equity Option Agreement shall be validly executed, pursuant to which Party B shall grant Party A or the Designated Party with an exclusive option to purchase the Equity Interests, to the extent permitted under PRC law;
-

- 5.2.12 the Equity Pledge Agreement, the Equity Option Agreement, and the Power of Attorney shall be in full effect and free of default, and all relevant filing or registrations procedures, approvals, and governmental proceedings shall have been obtained or completed;
- 5.2.13 he will strictly observe all the provisions and perform all of his obligations under this Agreement, the Equity Pledge Agreement and the Equity Option Agreement, causing no actions nor failing to take any actions that may impair the validity or enforceability of this Agreement, the Equity Pledge Agreement or the Equity Option Agreement;
- 5.2.14 he shall maintain as strictly confidential the existence and provisions of this Agreement, as well as any correspondence, resolutions, ancillary agreements and any other documentation associated herewith; and
- 5.2.15 he will not be entitled to any dividend or profit distribution of the Company and will not request or receive any of the same without the prior written consent of Party A. If such dividends or other distributions are distributed to him from the Company, he will immediately and unconditionally pay or transfer to Party A any such dividends or other distributions in whatsoever form obtained from the Company as a shareholder of the Company at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable as a result of his receipt of such dividends or other distributions.
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## **6 ENFORCEMENT**

### **6.1 Repayment of Loan.**

- 6.1.1 Upon the occurrence of either an Event of Default or a decision by Party A, in its sole discretion, to demand repayment of the Loan or any portion of the Loan, Party A may at its discretion issue a notice (Repayment Notice) to Party B requiring repayment of the Loan or any portion of the Loan and any other payment in arrears under this Agreement.
- 6.1.2 Party B shall repay the Loan by transferring the Equity Interest to Party A or the Designated Party, as directed by Party A, by signing and delivering an agreement for the transfer of the Equity Interest satisfactory to the Party A from the form to the substance.
- 6.1.3 If Party B fails to comply with its repayment obligations under this Agreement, late payment interest shall be assessed at the rate of 0.3% per day upon the outstanding amount of the Loan and shall be payable from the Repayment Date until the date on which the total amount of the overdue loan, overdue interest and other monies payable to Party A are fully settled.

- 6.2 **Notification.** Party B shall immediately notify Party A in writing of the occurrence of any event set forth in Article 2.3 or any circumstance which may lead to the occurrence of any such event as soon as Party B knows or is aware of such event or circumstance.

## 7 CONFIDENTIALITY

- 7.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all information relating to or arisen from this Agreement, or made available under this Agreement to a party or any associate thereof (**Confidential Information**). Without the prior written consent of the other party, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other party immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation. Notwithstanding anything to the contrary above, Party A shall have the full right to disclose any Confidential Information to its shareholders, affiliates or professional advisors.
- 7.2 **Obligations upon Termination.** Upon termination of this Agreement, either party shall, at the request of the other party, return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the Confidential Information belonging to the other party and delete such Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.

7.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

## **8 DISPUTE RESOLUTION**

8.1 **Governing Law.** This Agreement shall be governed by the laws of the PRC.

8.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.

8.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be *Beijing*. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.



## **9 INDEMNITY**

Party A agrees to indemnify and hold harmless Party B for any damages, fines or penalties solely incurred in his capacity as a shareholder or any other positions (including, without limitation, those of legal representative and director) directly as a result of the establishment of the Company and the operation of the Company's business in contravention of PRC law; provided, however, that in no instance will Party A provide such indemnification if Party B has engaged in fraud or willful misconduct or has breached or is in breach of this Agreement.

## **10 MISCELLANEOUS**

10.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail or telecopy, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10<sup>th</sup> day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4<sup>th</sup> day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by telecopy, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

Party A : Beijing Cheerbright Technologies Co., Ltd.  
Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : 86-10-59857001  
Attn : Lu Min

Party B : Lei Haiyun  
Address : Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai  
Tel : +\*\*\*\*\*  
Attn : Lei Haiyun

10.2 **Entire Agreement.** This Agreement, the Exclusive Technical Consulting and Services Agreement, the Equity Pledge Agreement, the Equity Option Agreement, and the Power of Attorney from Party B to Party A in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.

- 10.3 **Amendment.** Without the prior written consent of Party A, Party B shall not amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.
- 10.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of either party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 10.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 10.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
- 10.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.

10.8 **Effectiveness:** This Agreement shall be effective upon its signing by all the parties or their respective authorized representative and shall be deemed terminated as of the date when the Loan has been repaid in full.

10.9 **Language and Counterparts.** This Agreement is prepared in 2 sets of originals both in English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.

*[The space below has been intentionally left blank.]*

IN WITNESS WHEREOF, each of the parties hereto has duly executed or has caused this Agreement to be duly executed in its name and on its behalf by the officer or representative duly authorized, on the day and year first above written.

**Party A: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min \_\_\_\_\_

Name: /Lu Min/  
Title: Legal Representative

**Party B: Lei Haiyun**

/s/ Lei Haiyun \_\_\_\_\_

Loan Agreement

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**Loan Agreement**

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*Between*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Lu Min**

MARCH 25, 2017

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by and between

- (1) **Beijing Cheerbright Technologies Co., Ltd.**, a wholly foreign owned enterprise duly incorporated and validly existing under the law of the PRC, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

and

- (2) **Lu Min**, a PRC citizen, holder of identification card number, whose residential address is at Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou.;

**Recitals**

- A. Party B acquired the equity interest of a PRC domestically funded limited company named Beijing Autohome Information Technology Co., Ltd. (**Company**) in Beijing, PRC, jointly with the other shareholder (*i.e.* Lei Haiyun), and holds 50% of the equity interest of the Company (**Equity Interests**);
- B. Now, Party A has provided Party B with a loan to be used for the purposes of acquiring the equity interest of the Company in accordance with this Agreement. In accordance with the terms and conditions of this Agreement, Party A agrees to provide an interest-free loan in the amount of RMB5,000,000 (**Loan**).



NOW, THEREFORE, the parties agree as follows:

1.

**DEFINITIONS AND INTERPRETATIONS**

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

<b>Designated Party</b>	means a third party as designated by Party A;
<b>Event of Default</b>	means an event as described in Article 2.3;
<b>Equity Option Agreement</b>	means the Equity Option Agreement to be entered into by and among Party A, Party B and the Company dated on March 25, 2017;
<b>Equity Pledge Agreement</b>	means the Equity Interest Pledge Agreement to be entered into by and between Party A, Party B dated on March 25, 2017;
<b>Power of Attorney</b>	means an irrevocable Power of Attorney issued by Party B conferring all his rights as a shareholder of the Company to Party A or the Designated Party dated on March 25, 2017;
<b>Repayment Notice</b>	means a written notice from Party A to Party B for purposes of the repayment of the Loan.

1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. Any reference to an Article is to an article of this Agreement. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

## 2. LOAN

- 2.1 **Amount.** Party A has provided to Party B, and Party B has received from Party A, the Loan. The Loan shall be interest free.
- 2.2 **Term.** The term of the Loan shall continue indefinitely until such time as Party B receives a Repayment Notice and fully repays the Loan, or an Event of Default occurs unless Party A has sent a notice indicating otherwise within 15 calendar days after it is aware of such event.
- 2.3 **Event of Default.** For purposes of this Agreement, an Event of Default is deemed to have occurred if any of the following were to apply to Party B:
- 2.3.1 a proceeding is commenced against him under any applicable bankruptcy, insolvency, reorganization, court mediation, or other similar law;
  - 2.3.2 he makes or attempts to make any fraudulent use or any unauthorized transfer of the Loan or the Equity Interests;
  - 2.3.3 he dies or his capacity to perform civil acts is lost or limited;
  - 2.3.4 he is charged with a criminal offense;
  - 2.3.5 any third party institutes a court action against him claiming over RMB 50,000;

- 2.3.6 Party B breaches any of its covenants or other obligations under this Agreement, and such breach has not been remedied within 15 calendar days after receiving Party A's written notice requiring remedy;
- 2.3.7 the representations and warranties made by Party B prove to be false or misleading in any material respect;
- 2.3.8 any indebtedness, guarantee or other obligation of Party B, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the scheduled date; or (ii) has become due and is not repaid or performed as scheduled and thereby causes Party A to regard Party B's capacity to perform the obligations specified herein as having been adversely affected;
- 2.3.9 Party B is incapable of repaying his debts as they become due;
- 2.3.10 the Agreement is illegal as a result of any applicable laws or Party B is restricted from continuing to perform its obligations as specified herein;
- 2.3.11 any approval, permits, licenses or authorization from any applicable governmental entity (and registration or filing procedure) required for the Company to provide value added telecommunications services in respect of its information services business via the Internet in the PRC are withdrawn, suspended, invalidated or materially amended;
- 2.3.12 any approval, permits, licenses or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid are withdrawn, suspended, invalidated or materially amended;

- 2.3.13 any property owned by Party B is altered or damaged and thereby causes Party A to deem that the capability of Party B to perform the obligations stated herein have been adversely affected; or
- 2.3.14 Party B defaults under either of the Equity Pledge Agreement or the Equity Option Agreement.
- 2.4 **Repayment Date.** Unless otherwise agreed by Party A in writing, the Loan borrowed by Party B, any portion of the Loan and any other payment in arrears, if applicable, under this Agreement shall become due and payable five Business Days after Party A gives written notice to Party B demanding repayment in accordance with Article 6.1 (Repayment Date). Without Party A's express prior written consent, the Loan shall not be repaid and shall continue indefinitely until the Repayment Date.
- 2.5 **Form of Repayment.** Unless agreed by the Parties in writing, the Loan may only be repaid in the form specified in Article 6.
- 2.6 **Purpose of Loan.** Party B has accepted the Loan provided by Party A and hereby agrees and covenants that the Loan shall be used only to acquire the equity interest of the Company. Without Party A's prior written consent, Party B shall not use the Loan for any other purpose, or sell, assign, transfer, pledge or otherwise dispose of any legal rights or benefits in connection with, or create any security interest over, the Equity Interest to any third party.

**3**  
**CONDITIONS PRECEDENT**

Drawdown of the Loan by Party B shall, unless specifically waived by Party A in writing, be conditional upon the fulfillment of all of the following conditions precedent:

- 3.1 **Representations and Warranties.** All the representations and warranties provided by Party B in Article 4.2 are true, complete and correct, and shall remain true, complete and correct on the date of such drawdown, as if they are provided on such date.
- 3.2 **No Breach.** Party B shall not have breached any of his undertakings provided in Article 5, and no event which may affect the performance of Party B's obligations hereunder shall have occurred or be likely to occur.

**4.**  
**REPRESENTATIONS AND WARRANTIES**

- 4.1 **Party A's Representations and Warranties.** Party A represents and warrants as follows:
  - 4.1.1 it is a company incorporated and validly existing under the laws of PRC;
  - 4.1.2 it has the power to enter into and perform this Agreement, and its execution and performance of this Agreement is in compliance with the business scope of Party A and the provisions of its articles of association or other constituent documents;
  - 4.1.3 the execution and performance of this Agreement by it will not result in a breach of any laws, regulations, authorizations, or agreement to which it is subject; and
  - 4.1.4 this Agreement shall constitute its legal, valid, and binding obligations, and is to be enforceable against it.

4.2 **Party B's Representations and Warranties.** Party B represents and warrants as follows:

- 4.2.1 he has and shall maintain the full power and authority to enter into this Agreement and to perform his obligations hereunder;
- 4.2.2 the execution and performance of this Agreement by himself will not result in a breach of any laws, regulations, authorizations, or agreement to which he is subject;
- 4.2.3 this Agreement shall constitute his legal, valid, and binding obligations, and is to be enforceable against himself;
- 4.2.4 there are no civil, criminal or administrative, claims, actions, suits, investigations or proceedings pending or threatened against him which, based on his knowledge, would materially and adversely affect this Agreement and the performance thereof;
- 4.2.5 there is no provision of any agreement, enforceable judgment or order of any court binding on him or affecting his property, which would in any way prevent or materially adversely affect his execution or performance of this Agreement;
- 4.2.6 the execution and performance of this Agreement and the realization of Party A's rights hereunder will not violate any mortgage right, contract, judgment, decree or law that is binding upon him or his assets;

- 4.2.7 with the exception of the Equity Pledge Agreement, the Equity Option Agreement and the Power of Attorney, he has not: (a) created any pledge, charge or any other security over any of the Equity Interests; (b) offered to transfer any of the Equity Interests to any third party; (c) issued an undertaking to any third party regarding any offer to purchase any of the Equity Interests; or (d) entered into any agreement to transfer any of the Equity Interests to any third party; and
- 4.2.8 no dispute, action, arbitration, administrative procedure or other legal proceeding (potential or actual) regarding himself and/or any of the Equity Interests in existence or pending.

5.

**UNDERTAKINGS**

- 5.1 **Party B's Undertakings relating to the Company.** Party B undertakes to vote his total interest in the Company and to take all other necessary actions to ensure that the Company:
  - 5.1.1 will obtain or complete all the necessary governmental approvals, authorizations, licenses, registrations and filing procedures to own its assets and to engage in the businesses specified in the operational scope of its business license;
  - 5.1.2 will not supplement, change, or modify in any way its articles of association or other constituent documents, increase or reduce its registered capital, or alter its shareholding structure without the prior written consent of Party A;
  - 5.1.3 will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any asset, business or legal or beneficial interest, or permit the creation of any other security interest over the same without the prior written consent of Party A;

- 
- 5.1.4 will not incur, inherit, warrant or permit the existence of any Loan without the prior written consent of Party A;
  - 5.1.5 will not enter into any contracts or extend any loan or credit to any party or provide any guarantee or assume any obligation of any party without the prior written consent of Party A;
  - 5.1.6 will provide all information relating to its operations and financial affairs to Party A upon the request of Party A;
  - 5.1.7 will not merge, consolidate with any third party, or acquire or invest in any third party, without the prior written consent of Party A;
  - 5.1.8 will notify Party A immediately should any legal action, arbitration or administrative procedure relating to its assets, operations or income arises or is likely to arise;
  - 5.1.9 will execute all necessary or appropriate agreements, take all necessary or appropriate actions and make all necessary or appropriate defenses for the purpose of maintaining all rights and proprietary interests in respect of its assets;
  - 5.1.10 will not pay dividends or distributions of any kind to its shareholders without the prior written consent of Party A;
  - 5.1.11 will strictly observe all of the provisions under this Agreement, the Equity Pledge Agreement, the Equity Option Agreement and the Power of Attorney and shall not cause any act or omission to take place which may impair the validity and enforceability of those documents; and



5.1.12 will promptly notify Party A in writing of the occurrence of any event which may materially affect its assets, obligations, rights or operations.

5.2 **Undertakings of Party B.** Party B further undertakes as follows:

5.2.1 he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any of the Equity Interests, or permit the creation of any other security interest in the Company without the prior written consent of Party A;

5.2.2 he will ensure that the shareholders' meeting of the Company shall not approve any sale, transfer, pledge or other disposal of the Equity Interests, or permit the creation of any other security interest over the same without the prior written consent of Party A;

5.2.3 he will ensure that the shareholders' meeting of the Company shall decide on any matter only with the prior written instruction of Party A;

5.2.4 he will notify Party A immediately if and when any legal action, arbitration, or administrative procedure relating to the Equity Interests arises or is likely to arise;

5.2.5 he will enter into all necessary or appropriate agreements, take all necessary or appropriate actions, file all necessary or appropriate and make all necessary or appropriate defenses for the purpose of maintaining ownership of the Equity Interests at the instruction of Party A;

- 
- 5.2.6 he will not cause any actions and/or omissions which may materially and adversely affect the assets, operations or liability of the Company without the prior written consent of Party A;
  - 5.2.7 he will, upon the request of Party A, appoint any person nominated by Party A as a director of the Company;
  - 5.2.8 in the event that the Party A or the Designated Party purchases the Equity Interests pursuant to the Equity Option Agreement, he shall apply the proceeds therefrom to repay the Loan to Party A;
  - 5.2.9 he will promptly notify Party A in writing of the occurrence of any event which may materially affect his assets, obligations, rights or operations;
  - 5.2.10 he shall issue the Power of Attorney simultaneously when entering into this Agreement;
  - 5.2.11 the Equity Option Agreement shall be validly executed, pursuant to which Party B shall grant Party A or the Designated Party with an exclusive option to purchase the Equity Interests, to the extent permitted under PRC law;
  - 5.2.12 the Equity Pledge Agreement, the Equity Option Agreement, and the Power of Attorney shall be in full effect and free of default, and all relevant filing or registrations procedures, approvals, and governmental proceedings shall have been obtained or completed;

- 5.2.13 he will strictly observe all the provisions and perform all of his obligations under this Agreement, the Equity Pledge Agreement and the Equity Option Agreement, causing no actions nor failing to take any actions that may impair the validity or enforceability of this Agreement, the Equity Pledge Agreement or the Equity Option Agreement;
- 5.2.14 he shall maintain as strictly confidential the existence and provisions of this Agreement, as well as any correspondence, resolutions, ancillary agreements and any other documentation associated herewith; and
- 5.2.15 he will not be entitled to any dividend or profit distribution of the Company and will not request or receive any of the same without the prior written consent of Party A. If such dividends or other distributions are distributed to him from the Company, he will immediately and unconditionally pay or transfer to Party A any such dividends or other distributions in whatsoever form obtained from the Company as a shareholder of the Company at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable as a result of his receipt of such dividends or other distributions.

**6**  
**ENFORCEMENT**

**6.1 Repayment of Loan.**

- 6.1.1 Upon the occurrence of either an Event of Default or a decision by Party A, in its sole discretion, to demand repayment of the Loan or any portion of the Loan, Party A may at its discretion issue a notice (Repayment Notice) to Party B requiring repayment of the Loan or any portion of the Loan and any other payment in arrears under this Agreement.

- 6.1.2 Party B shall repay the Loan by transferring the Equity Interest to Party A or the Designated Party, as directed by Party A, by signing and delivering an agreement for the transfer of the Equity Interest satisfactory to the Party A from the form to the substance.
- 6.1.3 If Party B fails to comply with its repayment obligations under this Agreement, late payment interest shall be assessed at the rate of 0.3% per day upon the outstanding amount of the Loan and shall be payable from the Repayment Date until the date on which the total amount of the overdue loan, overdue interest and other monies payable to Party A are fully settled.
- 6.2 **Notification.** Party B shall immediately notify Party A in writing of the occurrence of any event set forth in Article 2.3 or any circumstance which may lead to the occurrence of any such event as soon as Party B knows or is aware of such event or circumstance.

7

**CONFIDENTIALITY**

- 7.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all information relating to or arisen from this Agreement, or made available under this Agreement to a party or any associate thereof (**Confidential Information**). Without the prior written consent of the other party, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other party immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation. Notwithstanding anything to the contrary above, Party A shall have the full right to disclose any Confidential Information to its shareholders, affiliates or professional advisors.

- 7.2 **Obligations upon Termination.** Upon termination of this Agreement, either party shall, at the request of the other party, return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the Confidential Information belonging to the other party and delete such Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.
- 7.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

8

**DISPUTE RESOLUTION**

- 8.1 **Governing Law.** This Agreement shall be governed by the laws of the PRC.
- 8.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.

8.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be *Beijing*. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.

## 9 INDEMNITY

Party A agrees to indemnify and hold harmless Party B for any damages, fines or penalties solely incurred in his capacity as a shareholder or any other positions (including, without limitation, those of legal representative and director) directly as a result of the establishment of the Company and the operation of the Company's business in contravention of PRC law; provided, however, that in no instance will Party A provide such indemnification if Party B has engaged in fraud or willful misconduct or has breached or is in breach of this Agreement.

## 10 MISCELLANEOUS

10.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail or telecopy, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10<sup>th</sup> day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4<sup>th</sup> day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by telecopy, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

Party A : Beijing Cheerbright Technologies Co., Ltd.  
Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : 86-10-59857001  
Attn : Lu Min

Party B : Lu Min  
Address : Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou  
Tel : +\*\*\*\*\*  
Attn : Lu Min

10.2 **Entire Agreement.** This Agreement, the Exclusive Technical Consulting and Services Agreement, the Equity Pledge Agreement, the Equity Option Agreement, and the Power of Attorney from Party B to Party A in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.

- 10.3 **Amendment.** Without the prior written consent of Party A, Party B shall not amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.
- 10.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of either party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 10.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 10.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
- 10.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.



10.8 **Effectiveness:** This Agreement shall be effective upon its signing by all the parties or their respective authorized representative and shall be deemed terminated as of the date when the Loan has been repaid in full.

10.9 **Language and Counterparts.** This Agreement is prepared in 2 sets of originals both in English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.

*[The space below has been intentionally left blank.]*

IN WITNESS WHEREOF, each of the parties hereto has duly executed or has caused this Agreement to be duly executed in its name and on its behalf by the officer or representative duly authorized, on the day and year first above written.

**Party A: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Name: /Lu Min/  
Title: Legal Representative

**Party B: Lu Min**

/s/ Lu Min  
\_\_\_\_\_

Loan Agreement

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**Loan Agreement**

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*Between*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Lei Haiyun**

MARCH 25, 2017

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THIS LOAN AGREEMENT (**Agreement**) is entered into on March 25, 2017 in Beijing, People's Republic of China (**PRC**)

by and between

(1) **Beijing Cheerbright Technologies Co., Ltd.**, a wholly foreign owned enterprise duly incorporated and validly existing under the law of the PRC, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

and

(2) **Lei Haiyun**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai (**Party B**).

**Recitals**

A. Party B acquired the equity interest of a PRC domestically funded limited company named Beijing Autohome Information Technology Co., Ltd. (**Company**) in Beijing, PRC, jointly with the other shareholder (*i.e.* Lu Min), and holds 50% of the equity interest of the Company (**Equity Interests**);

B. Now, Party A has provided Party B with a loan to be used for the purposes of acquiring the equity interest of the Company in accordance with this Agreement. In accordance with the terms and conditions of this Agreement, Party A agrees to provide an interest-free loan in the amount of RMB5,000,000 (**Loan**).

**NOW, THEREFORE**, the parties agree as follows:

**1.  
DEFINITIONS AND INTERPRETATIONS**

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

<b>Designated Party</b>	means a third party as designated by Party A;
<b>Event of Default</b>	means an event as described in Article 2.3;
<b>Equity Option Agreement</b>	means the Equity Option Agreement to be entered into by and among Party A, Party B and the Company dated on March 25, 2017;
<b>Equity Pledge Agreement</b>	means the Equity Interest Pledge Agreement to be entered into by and between Party A, Party B dated on March 25, 2017;
<b>Power of Attorney</b>	means an irrevocable Power of Attorney issued by Party B conferring all his rights as a shareholder of the Company to Party A or the Designated Party dated on March 25, 2017;

**Repayment Notice** means a written notice from Party A to Party B for purposes of the repayment of the Loan.

1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. Any reference to an Article is to an article of this Agreement. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

## 2. LOAN

2.1 **Amount.** Party A has provided to Party B, and Party B has received from Party A, the Loan. The Loan shall be interest free.

2.2 **Term.** The term of the Loan shall continue indefinitely until such time as Party B receives a Repayment Notice and fully repays the Loan, or an Event of Default occurs unless Party A has sent a notice indicating otherwise within 15 calendar days after it is aware of such event.

2.3 **Event of Default.** For purposes of this Agreement, an Event of Default is deemed to have occurred if any of the following were to apply to Party B:

2.3.1 a proceeding is commenced against him under any applicable bankruptcy, insolvency, reorganization, court mediation, or other similar law;

2.3.2 he makes or attempts to make any fraudulent use or any unauthorized transfer of the Loan or the Equity Interests;

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- 2.3.3 he dies or his capacity to perform civil acts is lost or limited;
  - 2.3.4 he is charged with a criminal offense;
  - 2.3.5 any third party institutes a court action against him claiming over RMB 50,000;
  - 2.3.6 Party B breaches any of its covenants or other obligations under this Agreement, and such breach has not been remedied within 15 calendar days after receiving Party A's written notice requiring remedy;
  - 2.3.7 the representations and warranties made by Party B prove to be false or misleading in any material respect;
  - 2.3.8 any indebtedness, guarantee or other obligation of Party B, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the scheduled date; or (ii) has become due and is not repaid or performed as scheduled and thereby causes Party A to regard Party B's capacity to perform the obligations specified herein as having been adversely affected;
  - 2.3.9 Party B is incapable of repaying his debts as they become due;
  - 2.3.10 the Agreement is illegal as a result of any applicable laws or Party B is restricted from continuing to perform its obligations as specified herein;



- 2.3.11 any approval, permits, licenses or authorization from any applicable governmental entity (and registration or filing procedure) required for the Company to provide value added telecommunications services in respect of its information services business via the Internet in the PRC are withdrawn, suspended, invalidated or materially amended;
  - 2.3.12 any approval, permits, licenses or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid are withdrawn, suspended, invalidated or materially amended;
  - 2.3.13 any property owned by Party B is altered or damaged and thereby causes Party A to deem that the capability of Party B to perform the obligations stated herein have been adversely affected; or
  - 2.3.14 Party B defaults under either of the Equity Pledge Agreement or the Equity Option Agreement.
- 2.4 **Repayment Date.** Unless otherwise agreed by Party A in writing, the Loan borrowed by Party B, any portion of the Loan and any other payment in arrears, if applicable, under this Agreement shall become due and payable five Business Days after Party A gives written notice to Party B demanding repayment in accordance with Article 6.1 (Repayment Date). Without Party A's express prior written consent, the Loan shall not be repaid and shall continue indefinitely until the Repayment Date.
- 2.5 **Form of Repayment.** Unless agreed by the Parties in writing, the Loan may only be repaid in the form specified in Article 6.
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2.6 **Purpose of Loan.** Party B has accepted the Loan provided by Party A and hereby agrees and covenants that the Loan shall be used only to acquire the equity interest of the Company. Without Party A's prior written consent, Party B shall not use the Loan for any other purpose, or sell, assign, transfer, pledge or otherwise dispose of any legal rights or benefits in connection with, or create any security interest over, the Equity Interest to any third party.

3

**CONDITIONS PRECEDENT**

Drawdown of the Loan by Party B shall, unless specifically waived by Party A in writing, be conditional upon the fulfillment of all of the following conditions precedent:

- 3.1 **Representations and Warranties.** All the representations and warranties provided by Party B in Article 4.2 are true, complete and correct, and shall remain true, complete and correct on the date of such drawdown, as if they are provided on such date.
- 3.2 **No Breach.** Party B shall not have breached any of his undertakings provided in Article 5, and no event which may affect the performance of Party B's obligations hereunder shall have occurred or be likely to occur.

4.  
**REPRESENTATIONS AND WARRANTIES**

4.1 **Party A's Representations and Warranties.** Party A represents and warrants as follows:

- 4.1.1 it is a company incorporated and validly existing under the laws of PRC;
- 4.1.2 it has the power to enter into and perform this Agreement, and its execution and performance of this Agreement is in compliance with the business scope of Party A and the provisions of its articles of association or other constituent documents;
- 4.1.3 the execution and performance of this Agreement by it will not result in a breach of any laws, regulations, authorizations, or agreement to which it is subject; and
- 4.1.4 this Agreement shall constitute its legal, valid, and binding obligations, and is to be enforceable against it.

4.2 **Party B's Representations and Warranties.** Party B represents and warrants as follows:

- 4.2.1 he has and shall maintain the full power and authority to enter into this Agreement and to perform his obligations hereunder;
- 4.2.2 the execution and performance of this Agreement by himself will not result in a breach of any laws, regulations, authorizations, or agreement to which he is subject;
- 4.2.3 this Agreement shall constitute his legal, valid, and binding obligations, and is to be enforceable against himself;

- 4.2.4 there are no civil, criminal or administrative, claims, actions, suits, investigations or proceedings pending or threatened against him which, based on his knowledge, would materially and adversely affect this Agreement and the performance thereof;
- 4.2.5 there is no provision of any agreement, enforceable judgment or order of any court binding on him or affecting his property, which would in any way prevent or materially adversely affect his execution or performance of this Agreement;
- 4.2.6 the execution and performance of this Agreement and the realization of Party A's rights hereunder will not violate any mortgage right, contract, judgment, decree or law that is binding upon him or his assets;
- 4.2.7 with the exception of the Equity Pledge Agreement, the Equity Option Agreement and the Power of Attorney, he has not: (a) created any pledge, charge or any other security over any of the Equity Interests; (b) offered to transfer any of the Equity Interests to any third party; (c) issued an undertaking to any third party regarding any offer to purchase any of the Equity Interests; or (d) entered into any agreement to transfer any of the Equity Interests to any third party; and
- 4.2.8 no dispute, action, arbitration, administrative procedure or other legal proceeding (potential or actual) regarding himself and/or any of the Equity Interests in existence or pending.

5.  
**UNDERTAKINGS**

5.1 **Party B's Undertakings relating to the Company.** Party B undertakes to vote his total interest in the Company and to take all other necessary actions to ensure that the Company:

- 5.1.1 will obtain or complete all the necessary governmental approvals, authorizations, licenses, registrations and filing procedures to own its assets and to engage in the businesses specified in the operational scope of its business license;
- 5.1.2 will not supplement, change, or modify in any way its articles of association or other constituent documents, increase or reduce its registered capital, or alter its shareholding structure without the prior written consent of Party A;
- 5.1.3 will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any asset, business or legal or beneficial interest, or permit the creation of any other security interest over the same without the prior written consent of Party A;
- 5.1.4 will not incur, inherit, warrant or permit the existence of any Loan without the prior written consent of Party A;

- 5.1.5 will not enter into any contracts or extend any loan or credit to any party or provide any guarantee or assume any obligation of any party without the prior written consent of Party A;
- 5.1.6 will provide all information relating to its operations and financial affairs to Party A upon the request of Party A;
- 5.1.7 will not merge, consolidate with any third party, or acquire or invest in any third party, without the prior written consent of Party A;
- 5.1.8 will notify Party A immediately should any legal action, arbitration or administrative procedure relating to its assets, operations or income arises or is likely to arise;
- 5.1.9 will execute all necessary or appropriate agreements, take all necessary or appropriate actions and make all necessary or appropriate defenses for the purpose of maintaining all rights and proprietary interests in respect of its assets;
- 5.1.10 will not pay dividends or distributions of any kind to its shareholders without the prior written consent of Party A;
- 5.1.11 will strictly observe all of the provisions under this Agreement, the Equity Pledge Agreement, the Equity Option Agreement and the Power of Attorney and shall not cause any act or omission to take place which may impair the validity and enforceability of those documents; and

5.1.12 will promptly notify Party A in writing of the occurrence of any event which may materially affect its assets, obligations, rights or operations.

5.2 **Undertakings of Party B.** Party B further undertakes as follows:

5.2.1 he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any of the Equity Interests, or permit the creation of any other security interest in the Company without the prior written consent of Party A;

5.2.2 he will ensure that the shareholders' meeting of the Company shall not approve any sale, transfer, pledge or other disposal of the Equity Interests, or permit the creation of any other security interest over the same without the prior written consent of Party A;

5.2.3 he will ensure that the shareholders' meeting of the Company shall decide on any matter only with the prior written instruction of Party A;

5.2.4 he will notify Party A immediately if and when any legal action, arbitration, or administrative procedure relating to the Equity Interests arises or is likely to arise;

5.2.5 he will enter into all necessary or appropriate agreements, take all necessary or appropriate actions, file all necessary or appropriate and make all necessary or appropriate defenses for the purpose of maintaining ownership of the Equity Interests at the instruction of Party A;

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- 5.2.6 he will not cause any actions and/or omissions which may materially and adversely affect the assets, operations or liability of the Company without the prior written consent of Party A;
  - 5.2.7 he will, upon the request of Party A, appoint any person nominated by Party A as a director of the Company;
  - 5.2.8 in the event that the Party A or the Designated Party purchases the Equity Interests pursuant to the Equity Option Agreement, he shall apply the proceeds therefrom to repay the Loan to Party A;
  - 5.2.9 he will promptly notify Party A in writing of the occurrence of any event which may materially affect his assets, obligations, rights or operations;
  - 5.2.10 he shall issue the Power of Attorney simultaneously when entering into this Agreement;
  - 5.2.11 the Equity Option Agreement shall be validly executed, pursuant to which Party B shall grant Party A or the Designated Party with an exclusive option to purchase the Equity Interests, to the extent permitted under PRC law;



- 5.2.12 the Equity Pledge Agreement, the Equity Option Agreement, and the Power of Attorney shall be in full effect and free of default, and all relevant filing or registrations procedures, approvals, and governmental proceedings shall have been obtained or completed;
- 5.2.13 he will strictly observe all the provisions and perform all of his obligations under this Agreement, the Equity Pledge Agreement and the Equity Option Agreement, causing no actions nor failing to take any actions that may impair the validity or enforceability of this Agreement, the Equity Pledge Agreement or the Equity Option Agreement;
- 5.2.14 he shall maintain as strictly confidential the existence and provisions of this Agreement, as well as any correspondence, resolutions, ancillary agreements and any other documentation associated herewith; and
- 5.2.15 he will not be entitled to any dividend or profit distribution of the Company and will not request or receive any of the same without the prior written consent of Party A. If such dividends or other distributions are distributed to him from the Company, he will immediately and unconditionally pay or transfer to Party A any such dividends or other distributions in whatsoever form obtained from the Company as a shareholder of the Company at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable as a result of his receipt of such dividends or other distributions.
-

**6**  
**ENFORCEMENT**

**6.1 Repayment of Loan.**

- 6.1.1 Upon the occurrence of either an Event of Default or a decision by Party A, in its sole discretion, to demand repayment of the Loan or any portion of the Loan, Party A may at its discretion issue a notice (Repayment Notice) to Party B requiring repayment of the Loan or any portion of the Loan and any other payment in arrears under this Agreement.
- 6.1.2 Party B shall repay the Loan by transferring the Equity Interest to Party A or the Designated Party, as directed by Party A, by signing and delivering an agreement for the transfer of the Equity Interest satisfactory to the Party A from the form to the substance.
- 6.1.3 If Party B fails to comply with its repayment obligations under this Agreement, late payment interest shall be assessed at the rate of 0.3% per day upon the outstanding amount of the Loan and shall be payable from the Repayment Date until the date on which the total amount of the overdue loan, overdue interest and other monies payable to Party A are fully settled.

- 6.2 **Notification.** Party B shall immediately notify Party A in writing of the occurrence of any event set forth in Article 2.3 or any circumstance which may lead to the occurrence of any such event as soon as Party B knows or is aware of such event or circumstance.

**CONFIDENTIALITY**

- 7.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all information relating to or arisen from this Agreement, or made available under this Agreement to a party or any associate thereof (**Confidential Information**). Without the prior written consent of the other party, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other party immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation. Notwithstanding anything to the contrary above, Party A shall have the full right to disclose any Confidential Information to its shareholders, affiliates or professional advisors.
- 7.2 **Obligations upon Termination.** Upon termination of this Agreement, either party shall, at the request of the other party, return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the Confidential Information belonging to the other party and delete such Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.

7.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

## 8

### DISPUTE RESOLUTION

8.1 **Governing Law.** This Agreement shall be governed by the laws of the PRC.

8.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.

8.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be *Beijing*. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.

**9**  
**INDEMNITY**

Party A agrees to indemnify and hold harmless Party B for any damages, fines or penalties solely incurred in his capacity as a shareholder or any other positions (including, without limitation, those of legal representative and director) directly as a result of the establishment of the Company and the operation of the Company's business in contravention of PRC law; provided, however, that in no instance will Party A provide such indemnification if Party B has engaged in fraud or willful misconduct or has breached or is in breach of this Agreement.

**10**  
**MISCELLANEOUS**

10.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail or telecopy, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10<sup>th</sup> day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4<sup>th</sup> day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by telecopy, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

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Party A : Beijing Cheerbright Technologies Co., Ltd.  
Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : 86-10-59857001  
Attn : Lu Min

Party B : Lei Haiyun  
Address : Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai  
Tel : +\*\*\*\*\*  
Attn : Lei Haiyun

10.2 **Entire Agreement.** This Agreement, the Exclusive Technical Consulting and Services Agreement, the Equity Pledge Agreement, the Equity Option Agreement, and the Power of Attorney from Party B to Party A in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.

- 10.3 **Amendment.** Without the prior written consent of Party A, Party B shall not amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.
- 10.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of either party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 10.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 10.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
- 10.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.

10.8 **Effectiveness:** This Agreement shall be effective upon its signing by all the parties or their respective authorized representative and shall be deemed terminated as of the date when the Loan has been repaid in full.

10.9 **Language and Counterparts.** This Agreement is prepared in 2 sets of originals both in English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.

*[The space below has been intentionally left blank.]*



IN WITNESS WHEREOF, each of the parties hereto has duly executed or has caused this Agreement to be duly executed in its name and on its behalf by the officer or representative duly authorized, on the day and year first above written.

**Party A: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min \_\_\_\_\_

Name: /Lu Min/  
Title: Legal Representative

**Party B: Lei Haiyun**

/s/ Lei Haiyun \_\_\_\_\_

Loan Agreement

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**Loan Agreement**

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*Between*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Lu Min**

SEPTEMBER 30, 2016

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THIS LOAN AGREEMENT (**Agreement**) is entered into on September 30, 2016 in Beijing, People's Republic of China (**PRC**)

by and between

(1) **Beijing Cheerbright Technologies Co., Ltd.**, a wholly foreign owned enterprise duly incorporated and validly existing under the law of the PRC, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

and

(2) **Lu Min**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou.;

**Recitals**

A. Party B acquired the equity interest of a PRC domestically funded limited company named Guangzhou You Che You Jia Advertising Co., Ltd. (**Company**) in Guangzhou, PRC, jointly with the other shareholder (*i.e.* Lei Haiyun), and holds 50% of the equity interest of the Company (**Equity Interests**);

B. Now, Party A has provided Party B with a loan to be used for the purposes of acquiring the equity interest of the Company in accordance with this Agreement. In accordance with the terms and conditions of this Agreement, Party A agrees to provide an interest-free loan in the amount of RMB500,000 (**Loan**).

**NOW, THEREFORE**, the parties agree as follows:

**1. DEFINITIONS AND INTERPRETATIONS**

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

<b>Designated Party</b>	means a third party as designated by Party A;
<b>Event of Default</b>	means an event as described in Article 2.3;
<b>Equity Option Agreement</b>	means the Equity Option Agreement to be entered into by and among Party A, Party B and the Company dated on September 30, 2016;
<b>Equity Pledge Agreement</b>	means the Equity Interest Pledge Agreement to be entered into by and between Party A, Party B dated on September 30, 2016;
<b>Power of Attorney</b>	means an irrevocable Power of Attorney issued by Party B conferring all his rights as a shareholder of the Company to Party A or the Designated Party dated on September 30, 2016;

**Repayment Notice** means a written notice from Party A to Party B for purposes of the repayment of the Loan.

1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. Any reference to an Article is to an article of this Agreement. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

## 2. LOAN

2.1 **Amount.** Party A has provided to Party B, and Party B has received from Party A, the Loan. The Loan shall be interest free.

2.2 **Term.** The term of the Loan shall continue indefinitely until such time as Party B receives a Repayment Notice and fully repays the Loan, or an Event of Default occurs unless Party A has sent a notice indicating otherwise within 15 calendar days after it is aware of such event.

2.3 **Event of Default.** For purposes of this Agreement, an Event of Default is deemed to have occurred if any of the following were to apply to Party B:

2.3.1 a proceeding is commenced against him under any applicable bankruptcy, insolvency, reorganization, court mediation, or other similar law;

2.3.2 he makes or attempts to make any fraudulent use or any unauthorized transfer of the Loan or the Equity Interests;

- 
- 2.3.3 he dies or his capacity to perform civil acts is lost or limited;
  - 2.3.4 he is charged with a criminal offense;
  - 2.3.5 any third party institutes a court action against him claiming over RMB 50,000;
  - 2.3.6 Party B breaches any of its covenants or other obligations under this Agreement, and such breach has not been remedied within 15 calendar days after receiving Party A's written notice requiring remedy;
  - 2.3.7 the representations and warranties made by Party B prove to be false or misleading in any material respect;
  - 2.3.8 any indebtedness, guarantee or other obligation of Party B, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the scheduled date; or (ii) has become due and is not repaid or performed as scheduled and thereby causes Party A to regard Party B's capacity to perform the obligations specified herein as having been adversely affected;
  - 2.3.9 Party B is incapable of repaying his debts as they become due;
  - 2.3.10 the Agreement is illegal as a result of any applicable laws or Party B is restricted from continuing to perform its obligations as specified herein;

- 2.3.11 any approval, permits, licenses or authorization from any applicable governmental entity (and registration or filing procedure) required for the Company to provide value added telecommunications services in respect of its information services business via the Internet in the PRC are withdrawn, suspended, invalidated or materially amended;
- 2.3.12 any approval, permits, licenses or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid are withdrawn, suspended, invalidated or materially amended;
- 2.3.13 any property owned by Party B is altered or damaged and thereby causes Party A to deem that the capability of Party B to perform the obligations stated herein have been adversely affected; or
- 2.3.14 Party B defaults under either of the Equity Pledge Agreement or the Equity Option Agreement.

2.4 **Repayment Date.** Unless otherwise agreed by Party A in writing, the Loan borrowed by Party B, any portion of the Loan and any other payment in arrears, if applicable, under this Agreement shall become due and payable five Business Days after Party A gives written notice to Party B demanding repayment in accordance with Article 6.1 (Repayment Date). Without Party A's express prior written consent, the Loan shall not be repaid and shall continue indefinitely until the Repayment Date.



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- 2.5 **Form of Repayment.** Unless agreed by the Parties in writing, the Loan may only be repaid in the form specified in Article 6.
- 2.6 **Purpose of Loan.** Party B has accepted the Loan provided by Party A and hereby agrees and covenants that the Loan shall be used only to acquire the equity interest of the Company. Without Party A's prior written consent, Party B shall not use the Loan for any other purpose, or sell, assign, transfer, pledge or otherwise dispose of any legal rights or benefits in connection with, or create any security interest over, the Equity Interest to any third party.

### **3 CONDITIONS PRECEDENT**

Drawdown of the Loan by Party B shall, unless specifically waived by Party A in writing, be conditional upon the fulfillment of all of the following conditions precedent:

- 3.1 **Representations and Warranties.** All the representations and warranties provided by Party B in Article 4.2 are true, complete and correct, and shall remain true, complete and correct on the date of such drawdown, as if they are provided on such date.
- 3.2 **No Breach.** Party B shall not have breached any of his undertakings provided in Article 5, and no event which may affect the performance of Party B's obligations hereunder shall have occurred or be likely to occur.

#### **4. REPRESENTATIONS AND WARRANTIES**

4.1 **Party A's Representations and Warranties.** Party A represents and warrants as follows:

- 4.1.1 it is a company incorporated and validly existing under the laws of PRC;
- 4.1.2 it has the power to enter into and perform this Agreement, and its execution and performance of this Agreement is in compliance with the business scope of Party A and the provisions of its articles of association or other constituent documents;
- 4.1.3 the execution and performance of this Agreement by it will not result in a breach of any laws, regulations, authorizations, or agreement to which it is subject; and
- 4.1.4 this Agreement shall constitute its legal, valid, and binding obligations, and is to be enforceable against it.

4.2 **Party B's Representations and Warranties.** Party B represents and warrants as follows:

- 4.2.1 he has and shall maintain the full power and authority to enter into this Agreement and to perform his obligations hereunder;
- 4.2.2 the execution and performance of this Agreement by himself will not result in a breach of any laws, regulations, authorizations, or agreement to which he is subject;

- 4.2.3 this Agreement shall constitute his legal, valid, and binding obligations, and is to be enforceable against himself;
- 4.2.4 there are no civil, criminal or administrative, claims, actions, suits, investigations or proceedings pending or threatened against him which, based on his knowledge, would materially and adversely affect this Agreement and the performance thereof;
- 4.2.5 there is no provision of any agreement, enforceable judgment or order of any court binding on him or affecting his property, which would in any way prevent or materially adversely affect his execution or performance of this Agreement;
- 4.2.6 the execution and performance of this Agreement and the realization of Party A's rights hereunder will not violate any mortgage right, contract, judgment, decree or law that is binding upon him or his assets;
- 4.2.7 with the exception of the Equity Pledge Agreement, the Equity Option Agreement and the Power of Attorney, he has not: (a) created any pledge, charge or any other security over any of the Equity Interests; (b) offered to transfer any of the Equity Interests to any third party; (c) issued an undertaking to any third party regarding any offer to purchase any of the Equity Interests; or (d) entered into any agreement to transfer any of the Equity Interests to any third party; and

- 4.2.8 no dispute, action, arbitration, administrative procedure or other legal proceeding (potential or actual) regarding himself and/or any of the Equity Interests in existence or pending.

## 5. UNDERTAKINGS

- 5.1 **Party B's Undertakings relating to the Company.** Party B undertakes to vote his total interest in the Company and to take all other necessary actions to ensure that the Company:
- 5.1.1 will obtain or complete all the necessary governmental approvals, authorizations, licenses, registrations and filing procedures to own its assets and to engage in the businesses specified in the operational scope of its business license;
  - 5.1.2 will not supplement, change, or modify in any way its articles of association or other constituent documents, increase or reduce its registered capital, or alter its shareholding structure without the prior written consent of Party A;
  - 5.1.3 will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any asset, business or legal or beneficial interest, or permit the creation of any other security interest over the same without the prior written consent of Party A;

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- 5.1.4 will not incur, inherit, warrant or permit the existence of any Loan without the prior written consent of Party A;
  - 5.1.5 will not enter into any contracts or extend any loan or credit to any party or provide any guarantee or assume any obligation of any party without the prior written consent of Party A;
  - 5.1.6 will provide all information relating to its operations and financial affairs to Party A upon the request of Party A;
  - 5.1.7 will not merge, consolidate with any third party, or acquire or invest in any third party, without the prior written consent of Party A;
  - 5.1.8 will notify Party A immediately should any legal action, arbitration or administrative procedure relating to its assets, operations or income arises or is likely to arise;
  - 5.1.9 will execute all necessary or appropriate agreements, take all necessary or appropriate actions and make all necessary or appropriate defenses for the purpose of maintaining all rights and proprietary interests in respect of its assets;
  - 5.1.10 will not pay dividends or distributions of any kind to its shareholders without the prior written consent of Party A;

- 5.1.11 will strictly observe all of the provisions under this Agreement, the Equity Pledge Agreement, the Equity Option Agreement and the Power of Attorney and shall not cause any act or omission to take place which may impair the validity and enforceability of those documents; and
- 5.1.12 will promptly notify Party A in writing of the occurrence of any event which may materially affect its assets, obligations, rights or operations.
- 5.2 **Undertakings of Party B.** Party B further undertakes as follows:
- 5.2.1 he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any of the Equity Interests, or permit the creation of any other security interest in the Company without the prior written consent of Party A;
- 5.2.2 he will ensure that the shareholders' meeting of the Company shall not approve any sale, transfer, pledge or other disposal of the Equity Interests, or permit the creation of any other security interest over the same without the prior written consent of Party A;
- 5.2.3 he will ensure that the shareholders' meeting of the Company shall decide on any matter only with the prior written instruction of Party A;
- 5.2.4 he will notify Party A immediately if and when any legal action, arbitration, or administrative procedure relating to the Equity Interests arises or is likely to arise;

- 5.2.5 he will enter into all necessary or appropriate agreements, take all necessary or appropriate actions, file all necessary or appropriate and make all necessary or appropriate defenses for the purpose of maintaining ownership of the Equity Interests at the instruction of Party A;
- 5.2.6 he will not cause any actions and/or omissions which may materially and adversely affect the assets, operations or liability of the Company without the prior written consent of Party A;
- 5.2.7 he will, upon the request of Party A, appoint any person nominated by Party A as a director of the Company;
- 5.2.8 in the event that the Party A or the Designated Party purchases the Equity Interests pursuant to the Equity Option Agreement, he shall apply the proceeds therefrom to repay the Loan to Party A;
- 5.2.9 he will promptly notify Party A in writing of the occurrence of any event which may materially affect his assets, obligations, rights or operations;
- 5.2.10 he shall issue the Power of Attorney simultaneously when entering into this Agreement;

- 5.2.11 the Equity Option Agreement shall be validly executed, pursuant to which Party B shall grant Party A or the Designated Party with an exclusive option to purchase the Equity Interests, to the extent permitted under PRC law;
- 5.2.12 the Equity Pledge Agreement, the Equity Option Agreement, and the Power of Attorney shall be in full effect and free of default, and all relevant filing or registrations procedures, approvals, and governmental proceedings shall have been obtained or completed;
- 5.2.13 he will strictly observe all the provisions and perform all of his obligations under this Agreement, the Equity Pledge Agreement and the Equity Option Agreement, causing no actions nor failing to take any actions that may impair the validity or enforceability of this Agreement, the Equity Pledge Agreement or the Equity Option Agreement;
- 5.2.14 he shall maintain as strictly confidential the existence and provisions of this Agreement, as well as any correspondence, resolutions, ancillary agreements and any other documentation associated herewith; and
- 5.2.15 he will not be entitled to any dividend or profit distribution of the Company and will not request or receive any of the same without the prior written consent of Party A. If such dividends or other distributions are distributed to him from the Company, he will immediately and unconditionally pay or transfer to Party A any such dividends or other distributions in whatsoever form obtained from the Company as a shareholder of the Company at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable as a result of his receipt of such dividends or other distributions.



## **6 ENFORCEMENT**

### **6.1 Repayment of Loan.**

- 6.1.1 Upon the occurrence of either an Event of Default or a decision by Party A, in its sole discretion, to demand repayment of the Loan or any portion of the Loan, Party A may at its discretion issue a notice (Repayment Notice) to Party B requiring repayment of the Loan or any portion of the Loan and any other payment in arrears under this Agreement.
- 6.1.2 Party B shall repay the Loan by transferring the Equity Interest to Party A or the Designated Party, as directed by Party A, by signing and delivering an agreement for the transfer of the Equity Interest satisfactory to the Party A from the form to the substance.
- 6.1.3 If Party B fails to comply with its repayment obligations under this Agreement, late payment interest shall be assessed at the rate of 0.3% per day upon the outstanding amount of the Loan and shall be payable from the Repayment Date until the date on which the total amount of the overdue loan, overdue interest and other monies payable to Party A are fully settled.

6.2 **Notification.** Party B shall immediately notify Party A in writing of the occurrence of any event set forth in Article 2.3 or any circumstance which may lead to the occurrence of any such event as soon as Party B knows or is aware of such event or circumstance.

## **7 CONFIDENTIALITY**

7.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all information relating to or arisen from this Agreement, or made available under this Agreement to a party or any associate thereof (**Confidential Information**). Without the prior written consent of the other party, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other party immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation. Notwithstanding anything to the contrary above, Party A shall have the full right to disclose any Confidential Information to its shareholders, affiliates or professional advisors.

- 7.2 **Obligations upon Termination.** Upon termination of this Agreement, either party shall, at the request of the other party, return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the Confidential Information belonging to the other party and delete such Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.
- 7.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

## **8 DISPUTE RESOLUTION**

- 8.1 **Governing Law.** This Agreement shall be governed by the laws of the PRC.
- 8.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.

8.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be *Beijing*. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.

## **9 INDEMNITY**

Party A agrees to indemnify and hold harmless Party B for any damages, fines or penalties solely incurred in his capacity as a shareholder or any other positions (including, without limitation, those of legal representative and director) directly as a result of the establishment of the Company and the operation of the Company's business in contravention of PRC law; provided, however, that in no instance will Party A provide such indemnification if Party B has engaged in fraud or willful misconduct or has breached or is in breach of this Agreement.

**10 MISCELLANEOUS**

10.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail or telecopy, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10<sup>th</sup> day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4<sup>th</sup> day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by telecopy, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

Party A : Beijing Cheerbright Technologies Co., Ltd.  
Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : 86-10-59857001  
Attn : Lu Min

Party B : Lu Min  
Address : Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou  
Tel : +\*\*\*\*\*  
Attn : Lu Min

10.2 **Entire Agreement.** This Agreement, the Exclusive Technical Consulting and Services Agreement, the Equity Pledge Agreement, the Equity Option Agreement, and the Power of Attorney from Party B to Party A in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.

- 
- 10.3 **Amendment.** Without the prior written consent of Party A, Party B shall not amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.
- 10.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of either party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 10.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 10.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
-

- 10.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.
- 10.8 **Effectiveness:** This Agreement shall be effective upon its signing by all the parties or their respective authorized representative and shall be deemed terminated as of the date when the Loan has been repaid in full.
- 10.9 **Language and Counterparts.** This Agreement is prepared in 2 sets of originals both in English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.

*[The space below has been intentionally left blank.]*

IN WITNESS WHEREOF, each of the parties hereto has duly executed or has caused this Agreement to be duly executed in its name and on its behalf by the officer or representative duly authorized, on the day and year first above written.

**Party A: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Name: /Lu Min/  
Title: Legal Representative

**Party B: Lu Min**

/s/ Lu Min  
\_\_\_\_\_

Loan Agreement



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**Loan Agreement**

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*Between*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Lei Haiyun**

SEPTEMBER 30, 2016

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THIS LOAN AGREEMENT (**Agreement**) is entered into on September 30, 2016 in Beijing, People's Republic of China (**PRC**)

by and between

(1) **Beijing Cheerbright Technologies Co., Ltd.**, a wholly foreign owned enterprise duly incorporated and validly existing under the law of the PRC, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

and

(2) **Lei Haiyun**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai (**Party B**).

**Recitals**

- A. Party B acquired the equity interest of a PRC domestically funded limited company named Guangzhou You Che You Jia Advertising Co., Ltd. (**Company**) in Guangzhou, PRC, jointly with the other shareholder (*i.e.* Lu Min), and holds 50% of the equity interest of the Company (**Equity Interests**);
- B. Now, Party A has provided Party B with a loan to be used for the purposes of acquiring the equity interest of the Company in accordance with this Agreement. In accordance with the terms and conditions of this Agreement, Party A agrees to provide an interest-free loan in the amount of RMB500,000 (**Loan**).

NOW, THEREFORE, the parties agree as follows:

**1. DEFINITIONS AND INTERPRETATIONS**

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

- Designated Party** means a third party as designated by Party A;
- Event of Default** means an event as described in Article 2.3;
- Equity Option Agreement** means the Equity Option Agreement to be entered into by and among Party A, Party B and the Company dated on September 30, 2016;
- Equity Pledge Agreement** means the Equity Interest Pledge Agreement to be entered into by and between Party A, Party B dated on September 30, 2016;
- Power of Attorney** means an irrevocable Power of Attorney issued by Party B conferring all his rights as a shareholder of the Company to Party A or the Designated Party dated on September 30, 2016;

**Repayment Notice** means a written notice from Party A to Party B for purposes of the repayment of the Loan.

1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. Any reference to an Article is to an article of this Agreement. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

## 2. **LOAN**

2.1 **Amount.** Party A has provided to Party B, and Party B has received from Party A, the Loan. The Loan shall be interest free.

2.2 **Term.** The term of the Loan shall continue indefinitely until such time as Party B receives a Repayment Notice and fully repays the Loan, or an Event of Default occurs unless Party A has sent a notice indicating otherwise within 15 calendar days after it is aware of such event.

2.3 **Event of Default.** For purposes of this Agreement, an Event of Default is deemed to have occurred if any of the following were to apply to Party B:

2.3.1 a proceeding is commenced against him under any applicable bankruptcy, insolvency, reorganization, court mediation, or other similar law;

2.3.2 he makes or attempts to make any fraudulent use or any unauthorized transfer of the Loan or the Equity Interests;

- 2.3.3 he dies or his capacity to perform civil acts is lost or limited;
- 2.3.4 he is charged with a criminal offense;
- 2.3.5 any third party institutes a court action against him claiming over RMB 50,000;
- 2.3.6 Party B breaches any of its covenants or other obligations under this Agreement, and such breach has not been remedied within 15 calendar days after receiving Party A's written notice requiring remedy;
- 2.3.7 the representations and warranties made by Party B prove to be false or misleading in any material respect;
- 2.3.8 any indebtedness, guarantee or other obligation of Party B, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the scheduled date; or (ii) has become due and is not repaid or performed as scheduled and thereby causes Party A to regard Party B's capacity to perform the obligations specified herein as having been adversely affected;
- 2.3.9 Party B is incapable of repaying his debts as they become due;
- 2.3.10 the Agreement is illegal as a result of any applicable laws or Party B is restricted from continuing to perform its obligations as specified herein;

- 2.3.11 any approval, permits, licenses or authorization from any applicable governmental entity (and registration or filing procedure) required for the Company to provide value added telecommunications services in respect of its information services business via the Internet in the PRC are withdrawn, suspended, invalidated or materially amended;
  - 2.3.12 any approval, permits, licenses or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid are withdrawn, suspended, invalidated or materially amended;
  - 2.3.13 any property owned by Party B is altered or damaged and thereby causes Party A to deem that the capability of Party B to perform the obligations stated herein have been adversely affected; or
  - 2.3.14 Party B defaults under either of the Equity Pledge Agreement or the Equity Option Agreement.
- 2.4 **Repayment Date.** Unless otherwise agreed by Party A in writing, the Loan borrowed by Party B, any portion of the Loan and any other payment in arrears, if applicable, under this Agreement shall become due and payable five Business Days after Party A gives written notice to Party B demanding repayment in accordance with Article 6.1 (Repayment Date). Without Party A's express prior written consent, the Loan shall not be repaid and shall continue indefinitely until the Repayment Date.

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- 2.5 **Form of Repayment.** Unless agreed by the Parties in writing, the Loan may only be repaid in the form specified in Article 6.
- 2.6 **Purpose of Loan.** Party B has accepted the Loan provided by Party A and hereby agrees and covenants that the Loan shall be used only to acquire the equity interest of the Company. Without Party A's prior written consent, Party B shall not use the Loan for any other purpose, or sell, assign, transfer, pledge or otherwise dispose of any legal rights or benefits in connection with, or create any security interest over, the Equity Interest to any third party.

### **3 CONDITIONS PRECEDENT**

Drawdown of the Loan by Party B shall, unless specifically waived by Party A in writing, be conditional upon the fulfillment of all of the following conditions precedent:

- 3.1 **Representations and Warranties.** All the representations and warranties provided by Party B in Article 4.2 are true, complete and correct, and shall remain true, complete and correct on the date of such drawdown, as if they are provided on such date.
- 3.2 **No Breach.** Party B shall not have breached any of his undertakings provided in Article 5, and no event which may affect the performance of Party B's obligations hereunder shall have occurred or be likely to occur.



#### **4. REPRESENTATIONS AND WARRANTIES**

4.1 **Party A's Representations and Warranties.** Party A represents and warrants as follows:

- 4.1.1 it is a company incorporated and validly existing under the laws of PRC;
- 4.1.2 it has the power to enter into and perform this Agreement, and its execution and performance of this Agreement is in compliance with the business scope of Party A and the provisions of its articles of association or other constituent documents;
- 4.1.3 the execution and performance of this Agreement by it will not result in a breach of any laws, regulations, authorizations, or agreement to which it is subject; and
- 4.1.4 this Agreement shall constitute its legal, valid, and binding obligations, and is to be enforceable against it.

4.2 **Party B's Representations and Warranties.** Party B represents and warrants as follows:

- 4.2.1 he has and shall maintain the full power and authority to enter into this Agreement and to perform his obligations hereunder;
- 4.2.2 the execution and performance of this Agreement by himself will not result in a breach of any laws, regulations, authorizations, or agreement to which he is subject;
- 4.2.3 this Agreement shall constitute his legal, valid, and binding obligations, and is to be enforceable against himself;

- 4.2.4 there are no civil, criminal or administrative, claims, actions, suits, investigations or proceedings pending or threatened against him which, based on his knowledge, would materially and adversely affect this Agreement and the performance thereof;
- 4.2.5 there is no provision of any agreement, enforceable judgment or order of any court binding on him or affecting his property, which would in any way prevent or materially adversely affect his execution or performance of this Agreement;
- 4.2.6 the execution and performance of this Agreement and the realization of Party A's rights hereunder will not violate any mortgage right, contract, judgment, decree or law that is binding upon him or his assets;
- 4.2.7 with the exception of the Equity Pledge Agreement, the Equity Option Agreement and the Power of Attorney, he has not: (a) created any pledge, charge or any other security over any of the Equity Interests; (b) offered to transfer any of the Equity Interests to any third party; (c) issued an undertaking to any third party regarding any offer to purchase any of the Equity Interests; or (d) entered into any agreement to transfer any of the Equity Interests to any third party; and
- 4.2.8 no dispute, action, arbitration, administrative procedure or other legal proceeding (potential or actual) regarding himself and/or any of the Equity Interests in existence or pending.

## 5. UNDERTAKINGS

- 5.1 **Party B's Undertakings relating to the Company.** Party B undertakes to vote his total interest in the Company and to take all other necessary actions to ensure that the Company:
- 5.1.1 will obtain or complete all the necessary governmental approvals, authorizations, licenses, registrations and filing procedures to own its assets and to engage in the businesses specified in the operational scope of its business license;
  - 5.1.2 will not supplement, change, or modify in any way its articles of association or other constituent documents, increase or reduce its registered capital, or alter its shareholding structure without the prior written consent of Party A;
  - 5.1.3 will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any asset, business or legal or beneficial interest, or permit the creation of any other security interest over the same without the prior written consent of Party A;
  - 5.1.4 will not incur, inherit, warrant or permit the existence of any Loan without the prior written consent of Party A;
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- 5.1.5 will not enter into any contracts or extend any loan or credit to any party or provide any guarantee or assume any obligation of any party without the prior written consent of Party A;
- 5.1.6 will provide all information relating to its operations and financial affairs to Party A upon the request of Party A;
- 5.1.7 will not merge, consolidate with any third party, or acquire or invest in any third party, without the prior written consent of Party A;
- 5.1.8 will notify Party A immediately should any legal action, arbitration or administrative procedure relating to its assets, operations or income arises or is likely to arise;
- 5.1.9 will execute all necessary or appropriate agreements, take all necessary or appropriate actions and make all necessary or appropriate defenses for the purpose of maintaining all rights and proprietary interests in respect of its assets;
- 5.1.10 will not pay dividends or distributions of any kind to its shareholders without the prior written consent of Party A;
- 5.1.11 will strictly observe all of the provisions under this Agreement, the Equity Pledge Agreement, the Equity Option Agreement and the Power of Attorney and shall not cause any act or omission to take place which may impair the validity and enforceability of those documents; and

5.1.12 will promptly notify Party A in writing of the occurrence of any event which may materially affect its assets, obligations, rights or operations.

5.2 **Undertakings of Party B. Party B further undertakes as follows:**

5.2.1 he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any of the Equity Interests, or permit the creation of any other security interest in the Company without the prior written consent of Party A;

5.2.2 he will ensure that the shareholders' meeting of the Company shall not approve any sale, transfer, pledge or other disposal of the Equity Interests, or permit the creation of any other security interest over the same without the prior written consent of Party A;

5.2.3 he will ensure that the shareholders' meeting of the Company shall decide on any matter only with the prior written instruction of Party A;

5.2.4 he will notify Party A immediately if and when any legal action, arbitration, or administrative procedure relating to the Equity Interests arises or is likely to arise;

- 5.2.5 he will enter into all necessary or appropriate agreements, take all necessary or appropriate actions, file all necessary or appropriate and make all necessary or appropriate defenses for the purpose of maintaining ownership of the Equity Interests at the instruction of Party A;
- 5.2.6 he will not cause any actions and/or omissions which may materially and adversely affect the assets, operations or liability of the Company without the prior written consent of Party A;
- 5.2.7 he will, upon the request of Party A, appoint any person nominated by Party A as a director of the Company;
- 5.2.8 in the event that the Party A or the Designated Party purchases the Equity Interests pursuant to the Equity Option Agreement, he shall apply the proceeds therefrom to repay the Loan to Party A;
- 5.2.9 he will promptly notify Party A in writing of the occurrence of any event which may materially affect his assets, obligations, rights or operations;
- 5.2.10 he shall issue the Power of Attorney simultaneously when entering into this Agreement;
- 5.2.11 the Equity Option Agreement shall be validly executed, pursuant to which Party B shall grant Party A or the Designated Party with an exclusive option to purchase the Equity Interests, to the extent permitted under PRC law;

- 5.2.12 the Equity Pledge Agreement, the Equity Option Agreement, and the Power of Attorney shall be in full effect and free of default, and all relevant filing or registrations procedures, approvals, and governmental proceedings shall have been obtained or completed;
- 5.2.13 he will strictly observe all the provisions and perform all of his obligations under this Agreement, the Equity Pledge Agreement and the Equity Option Agreement, causing no actions nor failing to take any actions that may impair the validity or enforceability of this Agreement, the Equity Pledge Agreement or the Equity Option Agreement;
- 5.2.14 he shall maintain as strictly confidential the existence and provisions of this Agreement, as well as any correspondence, resolutions, ancillary agreements and any other documentation associated herewith; and
- 5.2.15 he will not be entitled to any dividend or profit distribution of the Company and will not request or receive any of the same without the prior written consent of Party A. If such dividends or other distributions are distributed to him from the Company, he will immediately and unconditionally pay or transfer to Party A any such dividends or other distributions in whatsoever form obtained from the Company as a shareholder of the Company at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable as a result of his receipt of such dividends or other distributions.
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## **6 ENFORCEMENT**

### **6.1 Repayment of Loan.**

- 6.1.1 Upon the occurrence of either an Event of Default or a decision by Party A, in its sole discretion, to demand repayment of the Loan or any portion of the Loan, Party A may at its discretion issue a notice (Repayment Notice) to Party B requiring repayment of the Loan or any portion of the Loan and any other payment in arrears under this Agreement.
- 6.1.2 Party B shall repay the Loan by transferring the Equity Interest to Party A or the Designated Party, as directed by Party A, by signing and delivering an agreement for the transfer of the Equity Interest satisfactory to the Party A from the form to the substance.
- 6.1.3 If Party B fails to comply with its repayment obligations under this Agreement, late payment interest shall be assessed at the rate of 0.3% per day upon the outstanding amount of the Loan and shall be payable from the Repayment Date until the date on which the total amount of the overdue loan, overdue interest and other monies payable to Party A are fully settled.

- 6.2 **Notification.** Party B shall immediately notify Party A in writing of the occurrence of any event set forth in Article 2.3 or any circumstance which may lead to the occurrence of any such event as soon as Party B knows or is aware of such event or circumstance.



## 7 CONFIDENTIALITY

- 7.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all information relating to or arisen from this Agreement, or made available under this Agreement to a party or any associate thereof (**Confidential Information**). Without the prior written consent of the other party, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other party immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation. Notwithstanding anything to the contrary above, Party A shall have the full right to disclose any Confidential Information to its shareholders, affiliates or professional advisors.
- 7.2 **Obligations upon Termination.** Upon termination of this Agreement, either party shall, at the request of the other party, return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the Confidential Information belonging to the other party and delete such Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.

7.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

## **8 DISPUTE RESOLUTION**

8.1 **Governing Law.** This Agreement shall be governed by the laws of the PRC.

8.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.

8.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be *Beijing*. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.

## **9 INDEMNITY**

Party A agrees to indemnify and hold harmless Party B for any damages, fines or penalties solely incurred in his capacity as a shareholder or any other positions (including, without limitation, those of legal representative and director) directly as a result of the establishment of the Company and the operation of the Company's business in contravention of PRC law; provided, however, that in no instance will Party A provide such indemnification if Party B has engaged in fraud or willful misconduct or has breached or is in breach of this Agreement.

## **10 MISCELLANEOUS**

10.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail or telecopy, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10<sup>th</sup> day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4<sup>th</sup> day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by telecopy, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

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Party A : Beijing Cheerbright Technologies Co., Ltd.  
Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : 86-10-59857001  
Attn : Lu Min

Party B : Lei Haiyun  
Address : Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai  
Tel : +\*\*\*\*\*  
Attn : Lei Haiyun

10.2 **Entire Agreement.** This Agreement, the Exclusive Technical Consulting and Services Agreement, the Equity Pledge Agreement, the Equity Option Agreement, and the Power of Attorney from Party B to Party A in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.

- 10.3 **Amendment.** Without the prior written consent of Party A, Party B shall not amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.
- 10.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of either party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 10.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 10.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
- 10.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.

10.8 **Effectiveness:** This Agreement shall be effective upon its signing by all the parties or their respective authorized representative and shall be deemed terminated as of the date when the Loan has been repaid in full.

10.9 **Language and Counterparts.** This Agreement is prepared in 2 sets of originals both in English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.

*[The space below has been intentionally left blank.]*

IN WITNESS WHEREOF, each of the parties hereto has duly executed or has caused this Agreement to be duly executed in its name and on its behalf by the officer or representative duly authorized, on the day and year first above written.

**Party A: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Name: /Lu Min/  
Title: Legal Representative

**Party B: Lei Haiyun**

/s/ Lei Haiyun  
\_\_\_\_\_

Loan Agreement

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**Loan Agreement**

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*Between*

**Beijing Chezhiying Technologies Co., Ltd.**

*and*

**Lu Min**

**SEPTEMBER 30, 2016**



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by and between

- (1) Beijing Chezhiying Technologies Co., Ltd., a wholly foreign owned enterprise duly incorporated and validly existing under the law of the PRC, with its registered address at Room1117, F/11, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

and

- (2) **Lu Min**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou. (**Party B**);

**Recitals**

- A. Party B acquired the equity interest of a PRC domestically funded limited company named Beijing Shengtuo Hongyuan Information Technology Co., Ltd. (**Company**) in Beijing, PRC, jointly with the other shareholder (*i.e.* Lei Haiyun), and holds 50% of the equity interest of the Company (**Equity Interests**);

- B. Now, Party A has provided Party B with a loan to be used for the purposes of acquiring the equity interest of the Company in accordance with this Agreement. In accordance with the terms and conditions of this Agreement, Party A agrees to provide an interest-free loan in the amount of RMB5,000,000 (**Loan**).

**NOW, THEREFORE**, the parties agree as follows:

## **1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:
- |                                |  |
|--------------------------------|--|
| <b>Designated Party</b>        | means a third party as designated by Party A;  |
| <b>Event of Default</b>        | means an event as described in Article 2.3;  |
| <b>Equity Option Agreement</b> | means the Equity Option Agreement to be entered into by and among Party A, Party B and the Company dated on September 30, 2016;  |
| <b>Equity Pledge Agreement</b> | means the Equity Interest Pledge Agreement to be entered into by and between Party A, Party B dated on September 30, 2016;   |
| <b>Power of Attorney</b>       | means an irrevocable Power of Attorney issued by Party B conferring all his rights as a shareholder of the Company to Party A or the Designated Party dated on September 30, 2016; |
| <b>Repayment Notice</b>        | means a written notice from Party A to Party B for purposes of the repayment of the Loan.  |
- 1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. Any reference to an Article is to an article of this Agreement. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

## **2. LOAN**

- 2.1 **Amount.** Party A has provided to Party B, and Party B has received from Party A, the Loan. The Loan shall be interest free.
- 2.2 **Term.** The term of the Loan shall continue indefinitely until such time as Party B receives a Repayment Notice and fully repays the Loan, or an Event of Default occurs unless Party A has sent a notice indicating otherwise within 15 calendar days after it is aware of such event.
- 2.3 **Event of Default.** For purposes of this Agreement, an Event of Default is deemed to have occurred if any of the following were to apply to Party B:
- 2.3.1 a proceeding is commenced against him under any applicable bankruptcy, insolvency, reorganization, court mediation, or other similar law;
  - 2.3.2 he makes or attempts to make any fraudulent use or any unauthorized transfer of the Loan or the Equity Interests;

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- 2.3.3 he dies or his capacity to perform civil acts is lost or limited;
  - 2.3.4 he is charged with a criminal offense;
  - 2.3.5 any third party institutes a court action against him claiming over RMB 50,000;
  - 2.3.6 Party B breaches any of its covenants or other obligations under this Agreement, and such breach has not been remedied within 15 calendar days after receiving Party A's written notice requiring remedy;
  - 2.3.7 the representations and warranties made by Party B prove to be false or misleading in any material respect;
  - 2.3.8 any indebtedness, guarantee or other obligation of Party B, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the scheduled date; or (ii) has become due and is not repaid or performed as scheduled and thereby causes Party A to regard Party B's capacity to perform the obligations specified herein as having been adversely affected;
  - 2.3.9 Party B is incapable of repaying his debts as they become due;
  - 2.3.10 the Agreement is illegal as a result of any applicable laws or Party B is restricted from continuing to perform its obligations as specified herein;

- 2.3.11 any approval, permits, licenses or authorization from any applicable governmental entity (and registration or filing procedure) required for the Company to provide value added telecommunications services in respect of its information services business via the Internet in the PRC are withdrawn, suspended, invalidated or materially amended;
  - 2.3.12 any approval, permits, licenses or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid are withdrawn, suspended, invalidated or materially amended;
  - 2.3.13 any property owned by Party B is altered or damaged and thereby causes Party A to deem that the capability of Party B to perform the obligations stated herein have been adversely affected; or
  - 2.3.14 Party B defaults under either of the Equity Pledge Agreement or the Equity Option Agreement.
- 2.4 **Repayment Date.** Unless otherwise agreed by Party A in writing, the Loan borrowed by Party B, any portion of the Loan and any other payment in arrears, if applicable, under this Agreement shall become due and payable five Business Days after Party A gives written notice to Party B demanding repayment in accordance with Article 6.1 (Repayment Date). Without Party A's express prior written consent, the Loan shall not be repaid and shall continue indefinitely until the Repayment Date.

- 
- 2.5 **Form of Repayment.** Unless agreed by the Parties in writing, the Loan may only be repaid in the form specified in Article 6.
- 2.6 **Purpose of Loan.** Party B has accepted the Loan provided by Party A and hereby agrees and covenants that the Loan shall be used only to acquire the equity interest of the Company. Without Party A's prior written consent, Party B shall not use the Loan for any other purpose, or sell, assign, transfer, pledge or otherwise dispose of any legal rights or benefits in connection with, or create any security interest over, the Equity Interest to any third party.

### **3 CONDITIONS PRECEDENT**

Drawdown of the Loan by Party B shall, unless specifically waived by Party A in writing, be conditional upon the fulfillment of all of the following conditions precedent:

- 3.1 **Representations and Warranties.** All the representations and warranties provided by Party B in Article 4.2 are true, complete and correct, and shall remain true, complete and correct on the date of such drawdown, as if they are provided on such date.
- 3.2 **No Breach.** Party B shall not have breached any of his undertakings provided in Article 5, and no event which may affect the performance of Party B's obligations hereunder shall have occurred or be likely to occur.

#### **4. REPRESENTATIONS AND WARRANTIES**

4.1 **Party A's Representations and Warranties.** Party A represents and warrants as follows:

- 4.1.1 it is a company incorporated and validly existing under the laws of PRC;
- 4.1.2 it has the power to enter into and perform this Agreement, and its execution and performance of this Agreement is in compliance with the business scope of Party A and the provisions of its articles of association or other constituent documents;
- 4.1.3 the execution and performance of this Agreement by it will not result in a breach of any laws, regulations, authorizations, or agreement to which it is subject; and
- 4.1.4 this Agreement shall constitute its legal, valid, and binding obligations, and is to be enforceable against it.

4.2 **Party B's Representations and Warranties.** Party B represents and warrants as follows:

- 4.2.1 he has and shall maintain the full power and authority to enter into this Agreement and to perform his obligations hereunder;
- 4.2.2 the execution and performance of this Agreement by himself will not result in a breach of any laws, regulations, authorizations, or agreement to which he is subject;
- 4.2.3 this Agreement shall constitute his legal, valid, and binding obligations, and is to be enforceable against himself;

- 4.2.4 there are no civil, criminal or administrative, claims, actions, suits, investigations or proceedings pending or threatened against him which, based on his knowledge, would materially and adversely affect this Agreement and the performance thereof;
- 4.2.5 there is no provision of any agreement, enforceable judgment or order of any court binding on him or affecting his property, which would in any way prevent or materially adversely affect his execution or performance of this Agreement;
- 4.2.6 the execution and performance of this Agreement and the realization of Party A's rights hereunder will not violate any mortgage right, contract, judgment, decree or law that is binding upon him or his assets;
- 4.2.7 with the exception of the Equity Pledge Agreement, the Equity Option Agreement and the Power of Attorney, he has not: (a) created any pledge, charge or any other security over any of the Equity Interests; (b) offered to transfer any of the Equity Interests to any third party; (c) issued an undertaking to any third party regarding any offer to purchase any of the Equity Interests; or (d) entered into any agreement to transfer any of the Equity Interests to any third party; and
- 4.2.8 no dispute, action, arbitration, administrative procedure or other legal proceeding (potential or actual) regarding himself and/or any of the Equity Interests in existence or pending.



## 5. UNDERTAKINGS

- 5.1 **Party B's Undertakings relating to the Company.** Party B undertakes to vote his total interest in the Company and to take all other necessary actions to ensure that the Company:
- 5.1.1 will obtain or complete all the necessary governmental approvals, authorizations, licenses, registrations and filing procedures to own its assets and to engage in the businesses specified in the operational scope of its business license;
  - 5.1.2 will not supplement, change, or modify in any way its articles of association or other constituent documents, increase or reduce its registered capital, or alter its shareholding structure without the prior written consent of Party A;
  - 5.1.3 will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any asset, business or legal or beneficial interest, or permit the creation of any other security interest over the same without the prior written consent of Party A;
  - 5.1.4 will not incur, inherit, warrant or permit the existence of any Loan without the prior written consent of Party A;

- 5.1.5 will not enter into any contracts or extend any loan or credit to any party or provide any guarantee or assume any obligation of any party without the prior written consent of Party A;
- 5.1.6 will provide all information relating to its operations and financial affairs to Party A upon the request of Party A;
- 5.1.7 will not merge, consolidate with any third party, or acquire or invest in any third party, without the prior written consent of Party A;
- 5.1.8 will notify Party A immediately should any legal action, arbitration or administrative procedure relating to its assets, operations or income arises or is likely to arise;
- 5.1.9 will execute all necessary or appropriate agreements, take all necessary or appropriate actions and make all necessary or appropriate defenses for the purpose of maintaining all rights and proprietary interests in respect of its assets;
- 5.1.10 will not pay dividends or distributions of any kind to its shareholders without the prior written consent of Party A;
- 5.1.11 will strictly observe all of the provisions under this Agreement, the Equity Pledge Agreement, the Equity Option Agreement and the Power of Attorney and shall not cause any act or omission to take place which may impair the validity and enforceability of those documents; and

5.1.12 will promptly notify Party A in writing of the occurrence of any event which may materially affect its assets, obligations, rights or operations.

5.2 **Undertakings of Party B.** Party B further undertakes as follows:

5.2.1 he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any of the Equity Interests, or permit the creation of any other security interest in the Company without the prior written consent of Party A;

5.2.2 he will ensure that the shareholders' meeting of the Company shall not approve any sale, transfer, pledge or other disposal of the Equity Interests, or permit the creation of any other security interest over the same without the prior written consent of Party A;

5.2.3 he will ensure that the shareholders' meeting of the Company shall decide on any matter only with the prior written instruction of Party A;

5.2.4 he will notify Party A immediately if and when any legal action, arbitration, or administrative procedure relating to the Equity Interests arises or is likely to arise;

- 5.2.5 he will enter into all necessary or appropriate agreements, take all necessary or appropriate actions, file all necessary or appropriate and make all necessary or appropriate defenses for the purpose of maintaining ownership of the Equity Interests at the instruction of Party A;
- 5.2.6 he will not cause any actions and/or omissions which may materially and adversely affect the assets, operations or liability of the Company without the prior written consent of Party A;
- 5.2.7 he will, upon the request of Party A, appoint any person nominated by Party A as a director of the Company;
- 5.2.8 in the event that the Party A or the Designated Party purchases the Equity Interests pursuant to the Equity Option Agreement, he shall apply the proceeds therefrom to repay the Loan to Party A;
- 5.2.9 he will promptly notify Party A in writing of the occurrence of any event which may materially affect his assets, obligations, rights or operations;
- 5.2.10 he shall issue the Power of Attorney simultaneously when entering into this Agreement;
- 5.2.11 the Equity Option Agreement shall be validly executed, pursuant to which Party B shall grant Party A or the Designated Party with an exclusive option to purchase the Equity Interests, to the extent permitted under PRC law;

- 5.2.12 the Equity Pledge Agreement, the Equity Option Agreement, and the Power of Attorney shall be in full effect and free of default, and all relevant filing or registrations procedures, approvals, and governmental proceedings shall have been obtained or completed;
- 5.2.13 he will strictly observe all the provisions and perform all of his obligations under this Agreement, the Equity Pledge Agreement and the Equity Option Agreement, causing no actions nor failing to take any actions that may impair the validity or enforceability of this Agreement, the Equity Pledge Agreement or the Equity Option Agreement;
- 5.2.14 he shall maintain as strictly confidential the existence and provisions of this Agreement, as well as any correspondence, resolutions, ancillary agreements and any other documentation associated herewith; and
- 5.2.15 he will not be entitled to any dividend or profit distribution of the Company and will not request or receive any of the same without the prior written consent of Party A. If such dividends or other distributions are distributed to him from the Company, he will immediately and unconditionally pay or transfer to Party A any such dividends or other distributions in whatsoever form obtained from the Company as a shareholder of the Company at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable as a result of his receipt of such dividends or other distributions.

## 6 ENFORCEMENT

### **6.1 Repayment of Loan.**

- 6.1.1 Upon the occurrence of either an Event of Default or a decision by Party A, in its sole discretion, to demand repayment of the Loan or any portion of the Loan, Party A may at its discretion issue a notice (Repayment Notice) to Party B requiring repayment of the Loan or any portion of the Loan and any other payment in arrears under this Agreement.
- 6.1.2 Party B shall repay the Loan by transferring the Equity Interest to Party A or the Designated Party, as directed by Party A, by signing and delivering an agreement for the transfer of the Equity Interest satisfactory to the Party A from the form to the substance.
- 6.1.3 If Party B fails to comply with its repayment obligations under this Agreement, late payment interest shall be assessed at the rate of 0.3% per day upon the outstanding amount of the Loan and shall be payable from the Repayment Date until the date on which the total amount of the overdue loan, overdue interest and other monies payable to Party A are fully settled.

- 6.2 **Notification.** Party B shall immediately notify Party A in writing of the occurrence of any event set forth in Article 2.3 or any circumstance which may lead to the occurrence of any such event as soon as Party B knows or is aware of such event or circumstance.

## 7 CONFIDENTIALITY

- 7.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all information relating to or arisen from this Agreement, or made available under this Agreement to a party or any associate thereof (**Confidential Information**). Without the prior written consent of the other party, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other party immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation. Notwithstanding anything to the contrary above, Party A shall have the full right to disclose any Confidential Information to its shareholders, affiliates or professional advisors.
- 7.2 **Obligations upon Termination.** Upon termination of this Agreement, either party shall, at the request of the other party, return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the Confidential Information belonging to the other party and delete such Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.

7.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

## **8 DISPUTE RESOLUTION**

8.1 **Governing Law.** This Agreement shall be governed by the laws of the PRC.

8.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.

8.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be *Beijing*. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.



## **9 INDEMNITY**

Party A agrees to indemnify and hold harmless Party B for any damages, fines or penalties solely incurred in his capacity as a shareholder or any other positions (including, without limitation, those of legal representative and director) directly as a result of the establishment of the Company and the operation of the Company's business in contravention of PRC law; provided, however, that in no instance will Party A provide such indemnification if Party B has engaged in fraud or willful misconduct or has breached or is in breach of this Agreement.

## **10 MISCELLANEOUS**

10.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail or telecopy, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10<sup>th</sup> day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4<sup>th</sup> day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by telecopy, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

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Party A : Beijing Chezhiying Technologies Co., Ltd.  
Address : Room 1117,F/11, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : 86-10-59857001  
Attn : Lu Min

Party B : Lu Min  
Address : Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou  
Tel : +\*\*\*\*\*  
Attn : Lu Min

- 10.2 **Entire Agreement.** This Agreement, the Exclusive Technical Consulting and Services Agreement, the Equity Pledge Agreement, the Equity Option Agreement, and the Power of Attorney from Party B to Party A in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- 10.3 **Amendment.** Without the prior written consent of Party A, Party B shall not amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.

- 10.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of either party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 10.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 10.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
- 10.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.
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10.8 **Effectiveness:** This Agreement shall be effective upon its signing by all the parties or their respective authorized representative and shall be deemed terminated as of the date when the Loan has been repaid in full.

10.9 **Language and Counterparts.** This Agreement is prepared in 2 sets of originals both in English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.

*[The space below has been intentionally left blank.]*

IN WITNESS WHEREOF, each of the parties hereto has duly executed or has caused this Agreement to be duly executed in its name and on its behalf by the officer or representative duly authorized, on the day and year first above written.

**Party A: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Name: /Lu Min/  
Title: Legal Representative

**Party B: Lu Min**

/s/ Lu Min  
\_\_\_\_\_

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**Loan Agreement**

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*Between*

**Beijing Chezhiying Technologies Co., Ltd.**

*and*

**Lei Haiyun**

**SEPTEMBER 30, 2016**

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THIS LOAN AGREEMENT (**Agreement**) is entered into on September 30, 2016 in Beijing, People's Republic of China (**PRC**)

by and between

(1) Beijing Chezhiying Technologies Co., Ltd., a wholly foreign owned enterprise duly incorporated and validly existing under the law of the PRC, with its registered address at Room1117, F/11, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

and

(2) **Lei Haiyun**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai (**Party B**).

**Recitals**

- A. Party B acquired the equity interest of a PRC domestically funded limited company named Beijing Shengtuo Hongyuan Information Technology Co., Ltd. (**Company**) in Beijing, PRC, jointly with the other shareholder (*i.e.* Lu Min), and holds 50% of the equity interest of the Company (**Equity Interests**);
- B. Now, Party A has provided Party B with a loan to be used for the purposes of acquiring the equity interest of the Company in accordance with this Agreement. In accordance with the terms and conditions of this Agreement, Party A agrees to provide an interest-free loan in the amount of RMB5,000,000 (**Loan**).



NOW, THEREFORE, the parties agree as follows:

**1. DEFINITIONS AND INTERPRETATIONS**

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

<b>Designated Party</b>	means a third party as designated by Party A;
<b>Event of Default</b>	means an event as described in Article 2.3;
<b>Equity Option Agreement</b>	means the Equity Option Agreement to be entered into by and among Party A, Party B and the Company dated on September 30, 2016;
<b>Equity Pledge Agreement</b>	means the Equity Interest Pledge Agreement to be entered into by and between Party A, Party B dated on September 30, 2016;
<b>Power of Attorney</b>	means an irrevocable Power of Attorney issued by Party B conferring all his rights as a shareholder of the Company to Party A or the Designated Party dated on September 30, 2016;
<b>Repayment Notice</b>	means a written notice from Party A to Party B for purposes of the repayment of the Loan.

1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. Any reference to an Article is to an article of this Agreement. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

## **2. LOAN**

- 2.1 **Amount.** Party A has provided to Party B, and Party B has received from Party A, the Loan. The Loan shall be interest free.
- 2.2 **Term.** The term of the Loan shall continue indefinitely until such time as Party B receives a Repayment Notice and fully repays the Loan, or an Event of Default occurs unless Party A has sent a notice indicating otherwise within 15 calendar days after it is aware of such event.
- 2.3 **Event of Default.** For purposes of this Agreement, an Event of Default is deemed to have occurred if any of the following were to apply to Party B:
- 2.3.1 a proceeding is commenced against him under any applicable bankruptcy, insolvency, reorganization, court mediation, or other similar law;
  - 2.3.2 he makes or attempts to make any fraudulent use or any unauthorized transfer of the Loan or the Equity Interests;

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- 2.3.3 he dies or his capacity to perform civil acts is lost or limited;
  - 2.3.4 he is charged with a criminal offense;
  - 2.3.5 any third party institutes a court action against him claiming over RMB 50,000;
  - 2.3.6 Party B breaches any of its covenants or other obligations under this Agreement, and such breach has not been remedied within 15 calendar days after receiving Party A's written notice requiring remedy;
  - 2.3.7 the representations and warranties made by Party B prove to be false or misleading in any material respect;
  - 2.3.8 any indebtedness, guarantee or other obligation of Party B, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the scheduled date; or (ii) has become due and is not repaid or performed as scheduled and thereby causes Party A to regard Party B's capacity to perform the obligations specified herein as having been adversely affected;
  - 2.3.9 Party B is incapable of repaying his debts as they become due;
  - 2.3.10 the Agreement is illegal as a result of any applicable laws or Party B is restricted from continuing to perform its obligations as specified herein;

- 2.3.11 any approval, permits, licenses or authorization from any applicable governmental entity (and registration or filing procedure) required for the Company to provide value added telecommunications services in respect of its information services business via the Internet in the PRC are withdrawn, suspended, invalidated or materially amended;
  - 2.3.12 any approval, permits, licenses or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid are withdrawn, suspended, invalidated or materially amended;
  - 2.3.13 any property owned by Party B is altered or damaged and thereby causes Party A to deem that the capability of Party B to perform the obligations stated herein have been adversely affected; or
  - 2.3.14 Party B defaults under either of the Equity Pledge Agreement or the Equity Option Agreement.
- 2.4 **Repayment Date.** Unless otherwise agreed by Party A in writing, the Loan borrowed by Party B, any portion of the Loan and any other payment in arrears, if applicable, under this Agreement shall become due and payable five Business Days after Party A gives written notice to Party B demanding repayment in accordance with Article 6.1 (Repayment Date). Without Party A's express prior written consent, the Loan shall not be repaid and shall continue indefinitely until the Repayment Date.

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- 2.5 **Form of Repayment.** Unless agreed by the Parties in writing, the Loan may only be repaid in the form specified in Article 6.
- 2.6 **Purpose of Loan.** Party B has accepted the Loan provided by Party A and hereby agrees and covenants that the Loan shall be used only to acquire the equity interest of the Company. Without Party A's prior written consent, Party B shall not use the Loan for any other purpose, or sell, assign, transfer, pledge or otherwise dispose of any legal rights or benefits in connection with, or create any security interest over, the Equity Interest to any third party.

### **3 CONDITIONS PRECEDENT**

Drawdown of the Loan by Party B shall, unless specifically waived by Party A in writing, be conditional upon the fulfillment of all of the following conditions precedent:

- 3.1 **Representations and Warranties.** All the representations and warranties provided by Party B in Article 4.2 are true, complete and correct, and shall remain true, complete and correct on the date of such drawdown, as if they are provided on such date.
- 3.2 **No Breach.** Party B shall not have breached any of his undertakings provided in Article 5, and no event which may affect the performance of Party B's obligations hereunder shall have occurred or be likely to occur.

#### **4. REPRESENTATIONS AND WARRANTIES**

4.1 **Party A's Representations and Warranties.** Party A represents and warrants as follows:

- 4.1.1 it is a company incorporated and validly existing under the laws of PRC;
- 4.1.2 it has the power to enter into and perform this Agreement, and its execution and performance of this Agreement is in compliance with the business scope of Party A and the provisions of its articles of association or other constituent documents;
- 4.1.3 the execution and performance of this Agreement by it will not result in a breach of any laws, regulations, authorizations, or agreement to which it is subject; and
- 4.1.4 this Agreement shall constitute its legal, valid, and binding obligations, and is to be enforceable against it.

4.2 **Party B's Representations and Warranties.** Party B represents and warrants as follows:

- 4.2.1 he has and shall maintain the full power and authority to enter into this Agreement and to perform his obligations hereunder;
- 4.2.2 the execution and performance of this Agreement by himself will not result in a breach of any laws, regulations, authorizations, or agreement to which he is subject;
- 4.2.3 this Agreement shall constitute his legal, valid, and binding obligations, and is to be enforceable against himself;

- 4.2.4 there are no civil, criminal or administrative, claims, actions, suits, investigations or proceedings pending or threatened against him which, based on his knowledge, would materially and adversely affect this Agreement and the performance thereof;
- 4.2.5 there is no provision of any agreement, enforceable judgment or order of any court binding on him or affecting his property, which would in any way prevent or materially adversely affect his execution or performance of this Agreement;
- 4.2.6 the execution and performance of this Agreement and the realization of Party A's rights hereunder will not violate any mortgage right, contract, judgment, decree or law that is binding upon him or his assets;
- 4.2.7 with the exception of the Equity Pledge Agreement, the Equity Option Agreement and the Power of Attorney, he has not: (a) created any pledge, charge or any other security over any of the Equity Interests; (b) offered to transfer any of the Equity Interests to any third party; (c) issued an undertaking to any third party regarding any offer to purchase any of the Equity Interests; or (d) entered into any agreement to transfer any of the Equity Interests to any third party; and
- 4.2.8 no dispute, action, arbitration, administrative procedure or other legal proceeding (potential or actual) regarding himself and/or any of the Equity Interests in existence or pending.

## 5. UNDERTAKINGS

- 5.1 **Party B's Undertakings relating to the Company.** Party B undertakes to vote his total interest in the Company and to take all other necessary actions to ensure that the Company:
- 5.1.1 will obtain or complete all the necessary governmental approvals, authorizations, licenses, registrations and filing procedures to own its assets and to engage in the businesses specified in the operational scope of its business license;
  - 5.1.2 will not supplement, change, or modify in any way its articles of association or other constituent documents, increase or reduce its registered capital, or alter its shareholding structure without the prior written consent of Party A;
  - 5.1.3 will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any asset, business or legal or beneficial interest, or permit the creation of any other security interest over the same without the prior written consent of Party A;
  - 5.1.4 will not incur, inherit, warrant or permit the existence of any Loan without the prior written consent of Party A;
  - 5.1.5 will not enter into any contracts or extend any loan or credit to any party or provide any guarantee or assume any obligation of any party without the prior written consent of Party A;



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- 5.1.6 will provide all information relating to its operations and financial affairs to Party A upon the request of Party A;
  - 5.1.7 will not merge, consolidate with any third party, or acquire or invest in any third party, without the prior written consent of Party A;
  - 5.1.8 will notify Party A immediately should any legal action, arbitration or administrative procedure relating to its assets, operations or income arises or is likely to arise;
  - 5.1.9 will execute all necessary or appropriate agreements, take all necessary or appropriate actions and make all necessary or appropriate defenses for the purpose of maintaining all rights and proprietary interests in respect of its assets;
  - 5.1.10 will not pay dividends or distributions of any kind to its shareholders without the prior written consent of Party A;
  - 5.1.11 will strictly observe all of the provisions under this Agreement, the Equity Pledge Agreement, the Equity Option Agreement and the Power of Attorney and shall not cause any act or omission to take place which may impair the validity and enforceability of those documents; and

5.1.12 will promptly notify Party A in writing of the occurrence of any event which may materially affect its assets, obligations, rights or operations.

5.2 **Undertakings of Party B.** Party B further undertakes as follows:

5.2.1 he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any of the Equity Interests, or permit the creation of any other security interest in the Company without the prior written consent of Party A;

5.2.2 he will ensure that the shareholders' meeting of the Company shall not approve any sale, transfer, pledge or other disposal of the Equity Interests, or permit the creation of any other security interest over the same without the prior written consent of Party A;

5.2.3 he will ensure that the shareholders' meeting of the Company shall decide on any matter only with the prior written instruction of Party A;

5.2.4 he will notify Party A immediately if and when any legal action, arbitration, or administrative procedure relating to the Equity Interests arises or is likely to arise;

5.2.5 he will enter into all necessary or appropriate agreements, take all necessary or appropriate actions, file all necessary or appropriate and make all necessary or appropriate defenses for the purpose of maintaining ownership of the Equity Interests at the instruction of Party A;

- 
- 5.2.6 he will not cause any actions and/or omissions which may materially and adversely affect the assets, operations or liability of the Company without the prior written consent of Party A;
  - 5.2.7 he will, upon the request of Party A, appoint any person nominated by Party A as a director of the Company;
  - 5.2.8 in the event that the Party A or the Designated Party purchases the Equity Interests pursuant to the Equity Option Agreement, he shall apply the proceeds therefrom to repay the Loan to Party A;
  - 5.2.9 he will promptly notify Party A in writing of the occurrence of any event which may materially affect his assets, obligations, rights or operations;
  - 5.2.10 he shall issue the Power of Attorney simultaneously when entering into this Agreement;
  - 5.2.11 the Equity Option Agreement shall be validly executed, pursuant to which Party B shall grant Party A or the Designated Party with an exclusive option to purchase the Equity Interests, to the extent permitted under PRC law;
  - 5.2.12 the Equity Pledge Agreement, the Equity Option Agreement, and the Power of Attorney shall be in full effect and free of default, and all relevant filing or registrations procedures, approvals, and governmental proceedings shall have been obtained or completed;

- 5.2.13 he will strictly observe all the provisions and perform all of his obligations under this Agreement, the Equity Pledge Agreement and the Equity Option Agreement, causing no actions nor failing to take any actions that may impair the validity or enforceability of this Agreement, the Equity Pledge Agreement or the Equity Option Agreement;
- 5.2.14 he shall maintain as strictly confidential the existence and provisions of this Agreement, as well as any correspondence, resolutions, ancillary agreements and any other documentation associated herewith; and
- 5.2.15 he will not be entitled to any dividend or profit distribution of the Company and will not request or receive any of the same without the prior written consent of Party A. If such dividends or other distributions are distributed to him from the Company, he will immediately and unconditionally pay or transfer to Party A any such dividends or other distributions in whatsoever form obtained from the Company as a shareholder of the Company at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable as a result of his receipt of such dividends or other distributions.

## **6 ENFORCEMENT**

### **6.1 Repayment of Loan.**

- 6.1.1 Upon the occurrence of either an Event of Default or a decision by Party A, in its sole discretion, to demand repayment of the Loan or any portion of the Loan, Party A may at its discretion issue a notice (Repayment Notice) to Party B requiring repayment of the Loan or any portion of the Loan and any other payment in arrears under this Agreement.
- 6.1.2 Party B shall repay the Loan by transferring the Equity Interest to Party A or the Designated Party, as directed by Party A, by signing and delivering an agreement for the transfer of the Equity Interest satisfactory to the Party A from the form to the substance.
- 6.1.3 If Party B fails to comply with its repayment obligations under this Agreement, late payment interest shall be assessed at the rate of 0.3% per day upon the outstanding amount of the Loan and shall be payable from the Repayment Date until the date on which the total amount of the overdue loan, overdue interest and other monies payable to Party A are fully settled.

- 6.2 **Notification.** Party B shall immediately notify Party A in writing of the occurrence of any event set forth in Article 2.3 or any circumstance which may lead to the occurrence of any such event as soon as Party B knows or is aware of such event or circumstance.

## 7 CONFIDENTIALITY

- 7.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all information relating to or arisen from this Agreement, or made available under this Agreement to a party or any associate thereof (**Confidential Information**). Without the prior written consent of the other party, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other party immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation. Notwithstanding anything to the contrary above, Party A shall have the full right to disclose any Confidential Information to its shareholders, affiliates or professional advisors.
- 7.2 **Obligations upon Termination.** Upon termination of this Agreement, either party shall, at the request of the other party, return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the Confidential Information belonging to the other party and delete such Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.

7.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

## **8 DISPUTE RESOLUTION**

8.1 **Governing Law.** This Agreement shall be governed by the laws of the PRC.

8.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.

8.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be *Beijing*. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.

## 9 INDEMNITY

Party A agrees to indemnify and hold harmless Party B for any damages, fines or penalties solely incurred in his capacity as a shareholder or any other positions (including, without limitation, those of legal representative and director) directly as a result of the establishment of the Company and the operation of the Company's business in contravention of PRC law; provided, however, that in no instance will Party A provide such indemnification if Party B has engaged in fraud or willful misconduct or has breached or is in breach of this Agreement.

## 10 MISCELLANEOUS

10.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail or telecopy, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10<sup>th</sup> day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4<sup>th</sup> day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by telecopy, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.



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Party A : **Beijing Chezhiying Technologies Co., Ltd.**  
Address : Room 1117,F/11, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : 86-10-59857001  
Attn : Lu Min

Party B : **Lei Haiyun**  
Address : Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai  
Tel : +\*\*\*\*\*  
Attn : Lei Haiyun

- 10.2 **Entire Agreement.** This Agreement, the Exclusive Technical Consulting and Services Agreement, the Equity Pledge Agreement, the Equity Option Agreement, and the Power of Attorney from Party B to Party A in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- 10.3 **Amendment.** Without the prior written consent of Party A, Party B shall not amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.

- 10.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of either party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 10.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 10.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
- 10.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.
-

10.8 **Effectiveness:** This Agreement shall be effective upon its signing by all the parties or their respective authorized representative and shall be deemed terminated as of the date when the Loan has been repaid in full.

10.9 **Language and Counterparts.** This Agreement is prepared in 2 sets of originals both in English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.

*[The space below has been intentionally left blank.]*

IN WITNESS WHEREOF, each of the parties hereto has duly executed or has caused this Agreement to be duly executed in its name and on its behalf by the officer or representative duly authorized, on the day and year first above written.

**Party A: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min  
Name: /Lu Min/  
Title: Legal Representative

**Party B: Lei Haiyun**

/s/ Lei Haiyun

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**Equity Option Agreement**

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*among*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Lu Min**

*and*

**Beijing Autohome Information Technology Co., Ltd.**

**March 25, 2017**

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Equity Option Agreement

THIS EQUITY OPTION AGREEMENT (**Agreement**) is entered into on March 25, 2017 in Beijing, People's Republic of China (**PRC**).

*by and among*

(1) **Beijing Cheerbright Technologies Co., Ltd.** a liability limited company incorporated under the PRC laws with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

*and*

(2) **Lu Min**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou. (**Party B**);

*and*

(3) **Beijing Autohome Information Technology Co., Ltd.** a company duly organized and existing under the PRC laws with its legal address at Room 1011-1015, F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (Party C).

**Recitals**

A. Party B holds 50% of the equity interest in Party C.

B. Party C, an operating vehicle of the website (www.autohome.com.cn), is a PRC domestic company lawfully existing in the PRC and engaged in Internet information services.

- C. On March 25, 2017, a Loan Agreement was entered into between Party A and Party B (**Loan Agreement**), pursuant to which Party B took a loan(**Loan**) in the total amount of RMB5,000,000 from, and therefore owes a debt to, Party A to subscribe to the aforementioned 50% equity interest in Party C.
- D. On March 25, 2017, an Exclusive Technical Consulting and Services Agreement was entered into between Party A and Party C (**Services Agreement**), pursuant to which Party C will pay a service fee to Party A in consideration for services provided by Party A.

**NOW THEREFORE**, the parties agree as follows:

**1. Definitions And Interpretations**

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

<b>Designated Person(s)</b>	means 1 or more person(s) designated by Party A;
<b>Equity Interest</b>	means all of the equity interest held by Party B in Party C;



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<b>Equity Pledge Agreement</b>	means the Equity Interest Pledge Agreement entered into by and among Party A and Party B, dated on March 25, 2017, under which Party B pledges to Party A Party B's Equity Interest in consideration for Party C's performance of its obligations under the Loan Agreement and Services Agreement;
<b>Notice of Purchase</b>	means the written notice sent by Party A to exercise the Purchase Right (as defined below), as set forth in Article 2.2;
<b>Person</b>	means a person, corporation, joint venture, partnership, enterprise, trust, or non-corporate entity;
<b>Purchase Right</b>	means an irrevocable right to purchase, at any time, all or part of the Equity Interest held by Party B at a price equivalent to the lowest price permitted by then-current PRC laws; and
<b>Security Interest</b>	means any third party's security, right or interest, any right to purchase Party B's equity interest in Party C, or any right of acquisition, right of set-off, or other security arrangement, including any security interest subject to this Agreement, the Equity Pledge Agreement or the Loan Agreement.

1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

2. **Purchase and Sale of Equity Interest**

2.1 **Authorization.** Party B hereby irrevocably grants Party A or its Designated Person(s) the Purchase Right for his Equity Interest.

2.2 **Procedures.** Upon Party A's decision to exercise such Purchase Right, it shall send a written Notice of Purchase to Party B setting forth details for the purchase.

2.3 **Exercise of Purchase Right.** Every time Party A exercises the Purchase Right:

2.3.1 Party B shall supervise and ensure other shareholders of Party C to convene a shareholders meeting, and pass a resolution to transfer the Equity Interest from Party B to Party A and/or the Designated Person;

2.3.2 Party B shall, upon the terms and conditions of this Agreement and the Notice of Purchase, enter into all documents requested by Party A; and

2.3.3 Party B and Party C shall execute all documents, acquire all approvals, and perform all actions necessary to transfer the valid ownership of the Equity Interest to Party A and/or the Designated Person.

2.4 **Method of Payment.** Upon exercise of the Purchase Right by Party A or its Designated Person(s), Party A shall make payment by cancelling all or a portion of the Loan, in the same proportion that Party A or its Designated Person(s) has acquired the Security Interest. In case PRC laws require Party A or its Designated Person(s) to pay to Party B, Party B shall immediately and unconditionally pay or transfer to Party A any proceeds in whatsoever form obtained from the Party A or its Designated Person(s) at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable to such a shareholder as a result of his receipt of such proceeds.

### 3. Undertakings

3.1 **Undertakings of Party C.** Party C hereby undertakes that:

3.1.1 it will maintain its corporate existence, operate its business, and transact affairs prudently and efficiently in accordance with good financial and commercial standards and practices;

3.1.2 without the prior written consent of Party A, it will not sell, assign, mortgage, or otherwise dispose of any legal or beneficiary rights to any of its assets, business, or revenues, or permit the creation of any other Security Interest over such rights at any time after the execution date of this Agreement;

- 3.1.3 without the prior written consent of Party A, it will not incur, assume, guarantee or allow the existence of any debts, except for those to which Party A has given its written consent;
- 3.1.4 it will always operate its business to maintain the value of its assets, and will not do anything which will affect its business situation nor the value of its assets;
- 3.1.5 without the prior written consent of Party A, it will not enter into any contract at an amount exceedingly higher or outside the ordinary business;
- 3.1.6 without the prior written consent of Party A, it will not provide any loan to any third party;
- 3.1.7 at the request of Party A, it will provide to Party A all information relating to its operation and financial conditions;
- 3.1.8 without the prior written consent of Party A, it will not be consolidated or merged with any third party, nor acquire or invest in any third party;

- 3.1.9 it will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to its assets, business, or revenues;
  - 3.1.10 in order to maintain the ownership of all its assets, it will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, and conduct all necessary or appropriate defenses against all claims;
  - 3.1.11 without the prior written consent of Party A, it will not in any form whatsoever allocate dividends to shareholders; and
  - 3.1.12 if PRC law requires it to be dissolved or liquidated, it shall sell all of its assets to the extent permitted by PRC laws to Party A or another qualifying entity designated by Party A, at the lowest selling price permitted by applicable PRC law. 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 in partial satisfaction of the service fee under the Services Agreement or remitted to Party A or the qualifying entity designated by Party A, as applicable under then-current PRC laws.
- 3.2 **Undertakings of Party B.** Party B undertakes on his own behalf that:
- 3.2.1 without the prior written consent of Party A, he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any legal or beneficiary rights to the Equity Interest, or permit the creation of any other Security Interest over such rights at any time, except for the pledge under the Equity Pledge Agreement;

- 3.2.2 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the sale, assignment, mortgage, or other disposal of the legal or beneficiary rights of any shareholder or allowing the creation of any other Security Interest over such rights at the shareholders meeting of Party C;
- 3.2.3 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the consolidation or merger of Party C with any third party or the acquisition of or investment in any third party by Party C at the shareholders meeting of Party C;
- 3.2.4 he will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest;
- 3.2.5 at the request of Party A, he will cause the shareholders meeting of Party C to vote in favor of the transfer of the Equity Interest as contemplated hereunder;
- 3.2.6 in order to maintain his ownership of the Equity Interest, he will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, or conduct all necessary or appropriate defenses against all claims;

- 3.2.7 at the request of Party A, he will appoint the person nominated by Party A as the director of, or to hold any other position in, Party C;
- 3.2.8 at the request of Party A, he will immediately transfer the requested Equity Interest to the Designated Person(s);
- 3.2.9 he will strictly comply with the provisions of this Agreement and any other contracts entered into jointly or separately by the parties hereto, strictly perform the obligations under such contracts, and will not do anything which will affect the validity and enforceability of such contracts;
- 3.2.10 he 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, bonus, distribution or dividend from Party C, he shall, as permitted under PRC laws, immediately pay or transfer such profit, bonus, distribution or dividend to Party A or to any party designated by Party A in order to 1) first, to repay in part the Loan payable under the Loan Agreement; and 2) then, if there is any profit, bonus, distribution or dividend amount remaining, to pay in part the service fee under the Services Agreement on behalf of Party C; and
- 3.2.11 after mandatory liquidation described in 3.1.12 above, 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 PRC law, he will remit the proceeds to Party A or its Designated Person(s) in a manner permitted under PRC law

**4. Representations and Warranties**

4.1 **Representations and Warranties of Party B.** Party B hereby represents and warrants on his own behalf to Party A that as of the date of this Agreement:

- 4.1.1 he has the power and right to sign, deliver, and perform his obligations under this Agreement, and that the said documents shall constitute his legal, valid, and binding obligations enforceable in accordance with their terms;
- 4.1.2 the execution and delivery of this Agreement or any other contracts, and the performance of his obligations thereunder, will not violate PRC law, breach or result in a default of any contract or instrument to which he is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon; and
- 4.1.3 he is the lawful owner of the Equity Interest held by himself and has not created any Security Interest over such Equity Interest other than the Equity Pledge Agreement.



4.2 **Representations and Warranties of Party C. Party C represents and warrants to Party A that:**

- 4.2.1 it has the power and right to sign, deliver, and perform its obligations under this Agreement, and said documents shall constitute its legal, valid, and binding obligations enforceable in accordance with their terms;
- 4.2.2 the execution and delivery, of this Agreement or any other contracts, and the performance of its obligations thereunder, will not violate PRC law, conflict with its Articles of Association or other constituent documents, breach or result in a default of any contract or instrument to which it is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon;
- 4.2.3 it is the lawful owner of its assets, and has not created any Security Interest over such assets;
- 4.2.4 it does not have any outstanding debts other than those incurred in the ordinary course of business and which have been disclosed to Party A;
- 4.2.5 it will comply with all PRC law applicable to the acquisition of assets; and
- 4.2.6 there is no existing, pending or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest, its assets, or itself.

5. **Further Warranties**

The parties to the agreement agree to promptly execute documents reasonably requisite to the performance of the provisions and the aim of this Agreement or documents beneficial to it, and to take actions reasonably requisite to the performance of the provisions and the aim of this Agreement or actions beneficial to it.

6. **Term**

This Agreement shall take effect as of the Effective Date and shall remain in full force and effect until the earlier of (1) the date on which all of the Equity Interests have been acquired by Party A directly or through its Designated Person(s); or (2) the unilateral termination by Party A (at its sole and absolute discretion), by giving 30 days prior written notice to the Party B of its intention to terminate this Agreement.

7. **Applicable Law and Dispute Resolution**

7.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with PRC law.

7.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.

7.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be Beijing. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.

## 8. Confidentiality

8.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all Confidential Information. Without the prior written consent of the other parties, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other parties immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation.

8.2 **Obligations upon Termination.** Upon termination of this Agreement, each party shall, at the request of the other parties, return any document, material, database, equipment, or software containing the Confidential Information to the other parties. If, for any reason, such document, material, database, equipment, or software cannot be returned, the parties shall destroy all the Confidential Information and delete the Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.

8.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive after the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

9. **MISCELLANEOUS**

9.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail, or telecopy, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10th day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4th day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by telecopy, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

Party A : Beijing Cheerbright Technologies Co., Ltd.

Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : +86 10 59857001  
Attn : Lu Min  
Party B : Lu Min  
Address : Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou.  
Tel : 86-18019021198  
Attn : Lu Min  
Party C : Beijing Autohome Information Technology Co., Ltd.  
Address : Room 1011-1015, F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : 86-10-59857002  
Attn : Lu Min

9.2 **Entire Agreement.** This Agreement, the Services Agreement, the Loan Agreement, the Equity Pledge Agreement, and the power of attorney from Party B in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.

- 9.3 **Amendment.** Without the prior written consent of Party A, neither of Party B or Party C of this Agreement shall be entitled to amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.
- 9.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of any party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 9.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 9.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
- 9.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B and Party C shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.

9.8 **Language and Counterparts.** This Agreement is prepared in 3 sets of originals in both English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.

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IN WITNESS WHEREOF the parties hereof have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**Party A:**  
**Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min  
Name: /Lu Min/  
Title: Legal Representative

/s/ Lu Min

**Party B:**  
**Lu Min**

**Party C:**  
**Beijing Autohome Information Technology Co., Ltd.**

/s/ Lu Min  
Name: /Lu Min/  
Title: Legal Representative



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**Equity Option Agreement**

---

*among*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Lei Haiyun**

*and*

**Beijing Autohome Information Technology Co., Ltd.**

**March 25, 2017**

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THIS EQUITY OPTION AGREEMENT (**Agreement**) is entered into on March 25, 2017 in Beijing, People's Republic of China (**PRC**).

*by and among*

(1) **Beijing Cheerbright Technologies Co., Ltd.**, a liability limited company incorporated under the PRC laws with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

*and*

(2) **Lei Haiyun**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai (**Party B**);

*and*

(3) **Beijing Autohome Information Technology Co., Ltd.**, a company duly organized and existing under the PRC laws with its legal address at Room 1011-1015, F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (Party C).

**Recitals**

A. Party B holds 50% of the equity interest in Party C.

B. Party C, an operating vehicle of the website (www.autohome.com.cn), is a PRC domestic company lawfully existing in the PRC and engaged in Internet information services.

- C. On March 25, 2017, a Loan Agreement was entered into between Party A and Party B (**Loan Agreement**), pursuant to which Party B took a loan (**Loan**) in the total amount of RMB5,000,000 from, and therefore owes a debt to, Party A to subscribe to the aforementioned 50% equity interest in Party C.
- D. On March 25, 2017, an Exclusive Technical Consulting and Services Agreement was entered into between Party A and Party C (**Services Agreement**), pursuant to which Party C will pay a service fee to Party A in consideration for services provided by Party A.

**NOW THEREFORE**, the parties agree as follows:

**1. Definitions And Interpretations**

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

- Designated Person(s)** means 1 or more person(s) designated by Party A;
- Equity Interest** means all of the equity interest held by Party B in Party C;

<b>Equity Pledge Agreement</b>	means the Equity Interest Pledge Agreement entered into by and among Party A and Party B, dated on March 25, 2017, under which Party B pledges to Party A Party B's Equity Interest in consideration for Party C's performance of its obligations under the Loan Agreement and Services Agreement;
<b>Notice of Purchase</b>	means the written notice sent by Party A to exercise the Purchase Right (as defined below), as set forth in Article 2.2;
<b>Person</b>	means a person, corporation, joint venture, partnership, enterprise, trust, or non-corporate entity;
<b>Purchase Right</b>	means an irrevocable right to purchase, at any time, all or part of the Equity Interest held by Party B at a price equivalent to the lowest price permitted by then-current PRC laws; and
<b>Security Interest</b>	means any third party's security, right or interest, any right to purchase Party B's equity interest in Party C, or any right of acquisition, right of set-off, or other security arrangement, including any security interest subject to this Agreement, the Equity Pledge Agreement or the Loan Agreement.

1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

## 2. **Purchase and Sale of Equity Interest**

- 2.1 **Authorization.** Party B hereby irrevocably grants Party A or its Designated Person(s) the Purchase Right for his Equity Interest.
- 2.2 **Procedures.** Upon Party A's decision to exercise such Purchase Right, it shall send a written Notice of Purchase to Party B setting forth details for the purchase.
- 2.3 **Exercise of Purchase Right.** Every time Party A exercises the Purchase Right:
- 2.3.1 Party B shall supervise and ensure other shareholders of Party C to convene a shareholders meeting, and pass a resolution to transfer the Equity Interest from Party B to Party A and/or the Designated Person;
- 2.3.2 Party B shall, upon the terms and conditions of this Agreement and the Notice of Purchase, enter into all documents requested by Party A; and

2.3.3 Party B and Party C shall execute all documents, acquire all approvals, and perform all actions necessary to transfer the valid ownership of the Equity Interest to Party A and/or the Designated Person.

2.4 **Method of Payment.** Upon exercise of the Purchase Right by Party A or its Designated Person(s), Party A shall make payment by cancelling all or a portion of the Loan, in the same proportion that Party A or its Designated Person(s) has acquired the Security Interest. In case PRC laws require Party A or its Designated Person(s) to pay to Party B, Party B shall immediately and unconditionally pay or transfer to Party A any proceeds in whatsoever form obtained from the Party A or its Designated Person(s) at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable to such a shareholder as a result of his receipt of such proceeds.

### 3. Undertakings

3.1 **Undertakings of Party C.** Party C hereby undertakes that:

3.1.1 it will maintain its corporate existence, operate its business, and transact affairs prudently and efficiently in accordance with good financial and commercial standards and practices;

- 3.1.2 without the prior written consent of Party A, it will not sell, assign, mortgage, or otherwise dispose of any legal or beneficiary rights to any of its assets, business, or revenues, or permit the creation of any other Security Interest over such rights at any time after the execution date of this Agreement;
- 3.1.3 without the prior written consent of Party A, it will not incur, assume, guarantee or allow the existence of any debts, except for those to which Party A has given its written consent;
- 3.1.4 it will always operate its business to maintain the value of its assets, and will not do anything which will affect its business situation nor the value of its assets;
- 3.1.5 without the prior written consent of Party A, it will not enter into any contract at an amount exceedingly higher or outside the ordinary business;
- 3.1.6 without the prior written consent of Party A, it will not provide any loan to any third party;
- 3.1.7 at the request of Party A, it will provide to Party A all information relating to its operation and financial conditions;
- 3.1.8 without the prior written consent of Party A, it will not be consolidated or merged with any third party, nor acquire or invest in any third party;
- 3.1.9 it will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to its assets, business, or revenues;



- 3.1.10 in order to maintain the ownership of all its assets, it will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, and conduct all necessary or appropriate defenses against all claims;
  - 3.1.11 without the prior written consent of Party A, it will not in any form whatsoever allocate dividends to shareholders; and
  - 3.1.12 if PRC law requires it to be dissolved or liquidated, it shall sell all of its assets to the extent permitted by PRC laws to Party A or another qualifying entity designated by Party A, at the lowest selling price permitted by applicable PRC law. 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 in partial satisfaction of the service fee under the Services Agreement or remitted to Party A or the qualifying entity designated by Party A, as applicable under then-current PRC laws.
- 3.2 **Undertakings of Party B.** Party B undertakes on his own behalf that:
- 3.2.1 without the prior written consent of Party A, he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any legal or beneficiary rights to the Equity Interest, or permit the creation of any other Security Interest over such rights at any time, except for the pledge under the Equity Pledge Agreement;

- 3.2.2 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the sale, assignment, mortgage, or other disposal of the legal or beneficiary rights of any shareholder or allowing the creation of any other Security Interest over such rights at the shareholders meeting of Party C;
- 3.2.3 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the consolidation or merger of Party C with any third party or the acquisition of or investment in any third party by Party C at the shareholders meeting of Party C;
- 3.2.4 he will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest;
- 3.2.5 at the request of Party A, he will cause the shareholders meeting of Party C to vote in favor of the transfer of the Equity Interest as contemplated hereunder;
- 3.2.6 in order to maintain his ownership of the Equity Interest, he will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, or conduct all necessary or appropriate defenses against all claims;

- 3.2.7 at the request of Party A, he will appoint the person nominated by Party A as the director of, or to hold any other position in, Party C;
- 3.2.8 at the request of Party A, he will immediately transfer the requested Equity Interest to the Designated Person(s);
- 3.2.9 he will strictly comply with the provisions of this Agreement and any other contracts entered into jointly or separately by the parties hereto, strictly perform the obligations under such contracts, and will not do anything which will affect the validity and enforceability of such contracts;
- 3.2.10 he 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, bonus, distribution or dividend from Party C, he shall, as permitted under PRC laws, immediately pay or transfer such profit, bonus, distribution or dividend to Party A or to any party designated by Party A in order to 1) first, to repay in part the Loan payable under the Loan Agreement; and 2) then, if there is any profit, bonus, distribution or dividend amount remaining, to pay in part the service fee under the Services Agreement on behalf of Party C; and

- 3.2.11 after mandatory liquidation described in 3.1.12 above, 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 PRC law, he will remit the proceeds to Party A or its Designated Person(s) in a manner permitted under PRC law

#### 4. Representations and Warranties

- 4.1 **Representations and Warranties of Party B.** Party B hereby represents and warrants on his own behalf to Party A that as of the date of this Agreement:
- 4.1.1 he has the power and right to sign, deliver, and perform his obligations under this Agreement, and that the said documents shall constitute his legal, valid, and binding obligations enforceable in accordance with their terms;
- 4.1.2 the execution and delivery of this Agreement or any other contracts, and the performance of his obligations thereunder, will not violate PRC law, breach or result in a default of any contract or instrument to which he is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon; and
- 4.1.3 he is the lawful owner of the Equity Interest held by himself and has not created any Security Interest over such Equity Interest other than the Equity Pledge Agreement.

4.2 **Representations and Warranties of Party C. Party C represents and warrants to Party A that:**

- 4.2.1 it has the power and right to sign, deliver, and perform its obligations under this Agreement, and said documents shall constitute its legal, valid, and binding obligations enforceable in accordance with their terms;
- 4.2.2 the execution and delivery, of this Agreement or any other contracts, and the performance of its obligations thereunder, will not violate PRC law, conflict with its Articles of Association or other constituent documents, breach or result in a default of any contract or instrument to which it is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon;
- 4.2.3 it is the lawful owner of its assets, and has not created any Security Interest over such assets;
- 4.2.4 it does not have any outstanding debts other than those incurred in the ordinary course of business and which have been disclosed to Party A;
- 4.2.5 it will comply with all PRC law applicable to the acquisition of assets; and
- 4.2.6 there is no existing, pending or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest, its assets, or itself.

5. **Further Warranties**

The parties to the agreement agree to promptly execute documents reasonably requisite to the performance of the provisions and the aim of this Agreement or documents beneficial to it, and to take actions reasonably requisite to the performance of the provisions and the aim of this Agreement or actions beneficial to it.

6. **Term**

This Agreement shall take effect as of the Effective Date and shall remain in full force and effect until the earlier of (1) the date on which all of the Equity Interests have been acquired by Party A directly or through its Designated Person(s); or (2) the unilateral termination by Party A (at its sole and absolute discretion), by giving 30 days prior written notice to the Party B of its intention to terminate this Agreement.

7. **Applicable Law and Dispute Resolution**

7.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with PRC law.

7.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.

7.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be Beijing. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.

## 8. Confidentiality

8.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all Confidential Information. Without the prior written consent of the other parties, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other parties immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation.

8.2 **Obligations upon Termination.** Upon termination of this Agreement, each party shall, at the request of the other parties, return any document, material, database, equipment, or software containing the Confidential Information to the other parties. If, for any reason, such document, material, database, equipment, or software cannot be returned, the parties shall destroy all the Confidential Information and delete the Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.

8.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive after the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

## 9. MISCELLANEOUS

9.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail, or telecopy, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10th day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4th day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by telecopy, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

Party A : Beijing Cheerbright Technologies Co., Ltd.



Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : +86 10 59857001  
Attn : Lu Min

Party B : Lei Haiyun  
Address : Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai  
Tel : 86-18621138688  
Attn : Lei Haiyun

Party C : Beijing Autohome Information Technology Co., Ltd.  
Address : Room 1011-1015, F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : 86-10-59857002  
Attn : Lu Min

- 9.2 **Entire Agreement.** This Agreement, the Services Agreement, the Loan Agreement, the Equity Pledge Agreement, and the power of attorney from Party B in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.

- 9.3 **Amendment.** Without the prior written consent of Party A, neither of Party B or Party C of this Agreement shall be entitled to amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.
- 9.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of any party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 9.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 9.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
- 9.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B and Party C shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.

9.8 **Language and Counterparts.** This Agreement is prepared in 3 sets of originals in both English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.

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IN WITNESS WHEREOF the parties hereof have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**Party A:**  
**Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min  
Name: /Lu Min/  
Title: Legal Representative

/s/ Lei Haiyun

**Party B:**  
**Lei Haiyun**

**Party C:**  
**Beijing Autohome Information Technology Co., Ltd.**

/s/ Lu Min  
Name: /Lu Min/  
Title: Legal Representative

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**Equity Option Agreement**

---

*among*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Lu Min**

*and*

**Shanghai You Che You Jia Advertising Co., Ltd.**

**March 25, 2017**

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THIS EQUITY OPTION AGREEMENT (**Agreement**) is entered into on March 25, 2017 in Beijing, People's Republic of China (**PRC**).

*by and among*

(1) **Beijing Cheerbright Technologies Co., Ltd.**, a liability limited company incorporated under the PRC laws with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

*and*

(2) **Lu Min**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou. (**Party B**);

*and*

(3) **Shanghai You Che You Jia Advertising Co., Ltd.**, a company duly organized and existing under the PRC laws with its legal address at Room 3031, District A, Unit H, No.55 Huiyuan Road, Jiading Industry District, Shanghai, China (Party C).

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**Recitals**

- A. Party B holds 50% of the equity interest in Party C.
- B. Party C is a PRC domestic company lawfully existing in the PRC and engaged in the business of advertising agency.
- C. On March 25, 2017, a Loan Agreement was entered into between Party A and Party B (**Loan Agreement**), pursuant to which Party B took a loan(**Loan**) in the total amount of RMB5,000,000 from, and therefore owes a debt to, Party A to subscribe to the aforementioned 50% equity interest in Party C.
- D. On March 25, 2017, an Exclusive Technical Consulting and Services Agreement was entered into between Party A and Party C (**Services Agreement**), pursuant to which Party C will pay a service fee to Party A in consideration for services provided by Party A.



NOW THEREFORE, the parties agree as follows:

**1. Definitions And Interpretations**

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

<b>Designated Person(s)</b>	means 1 or more person(s) designated by Party A;
<b>Equity Interest</b>	means all of the equity interest held by Party B in Party C;
<b>Equity Pledge Agreement</b>	means the Equity Interest Pledge Agreement entered into by and among Party A and Party B, dated on March 25, 2017, under which Party B pledges to Party A Party B's Equity Interest in consideration for Party C's performance of its obligations under the Loan Agreement and Services Agreement;
<b>Notice of Purchase</b>	means the written notice sent by Party A to exercise the Purchase Right (as defined below), as set forth in Article 2.2;
<b>Person</b>	means a person, corporation, joint venture, partnership, enterprise, trust, or non-corporate entity;
<b>Purchase Right</b>	means an irrevocable right to purchase, at any time, all or part of the Equity Interest held by Party B at a price equivalent to the lowest price permitted by then-current PRC laws; and

**Security Interest** means any third party's security, right or interest, any right to purchase Party B's equity interest in Party C, or any right of acquisition, right of set-off, or other security arrangement, including any security interest subject to this Agreement, the Equity Pledge Agreement or the Loan Agreement.

1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

## 2. **Purchase and Sale of Equity Interest**

2.1 **Authorization.** Party B hereby irrevocably grants Party A or its Designated Person(s) the Purchase Right for his Equity Interest.

2.2 **Procedures.** Upon Party A's decision to exercise such Purchase Right, it shall send a written Notice of Purchase to Party B setting forth details for the purchase.

- 2.3 **Exercise of Purchase Right.** Every time Party A exercises the Purchase Right:
- 2.3.1 Party B shall supervise and ensure other shareholders of Party C to convene a shareholders meeting, and pass a resolution to transfer the Equity Interest from Party B to Party A and/or the Designated Person;
  - 2.3.2 Party B shall, upon the terms and conditions of this Agreement and the Notice of Purchase, enter into all documents requested by Party A; and
  - 2.3.3 Party B and Party C shall execute all documents, acquire all approvals, and perform all actions necessary to transfer the valid ownership of the Equity Interest to Party A and/or the Designated Person.
- 2.4 **Method of Payment.** Upon exercise of the Purchase Right by Party A or its Designated Person(s), Party A shall make payment by cancelling all or a portion of the Loan, in the same proportion that Party A or its Designated Person(s) has acquired the Security Interest. In case PRC laws require Party A or its Designated Person(s) to pay to Party B, Party B shall immediately and unconditionally pay or transfer to Party A any proceeds in whatsoever form obtained from the Party A or its Designated Person(s) at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable to such a shareholder as a result of his receipt of such proceeds.
-

**3. Undertakings**

**3.1 Undertakings of Party C.** Party C hereby undertakes that:

- 3.1.1 it will maintain its corporate existence, operate its business, and transact affairs prudently and efficiently in accordance with good financial and commercial standards and practices;
- 3.1.2 without the prior written consent of Party A, it will not sell, assign, mortgage, or otherwise dispose of any legal or beneficiary rights to any of its assets, business, or revenues, or permit the creation of any other Security Interest over such rights at any time after the execution date of this Agreement;
- 3.1.3 without the prior written consent of Party A, it will not incur, assume, guarantee or allow the existence of any debts, except for those to which Party A has given its written consent;
- 3.1.4 it will always operate its business to maintain the value of its assets, and will not do anything which will affect its business situation nor the value of its assets;

- 3.1.5 without the prior written consent of Party A, it will not enter into any contract at an amount exceedingly higher or outside the ordinary business;
- 3.1.6 without the prior written consent of Party A, it will not provide any loan to any third party;
- 3.1.7 at the request of Party A, it will provide to Party A all information relating to its operation and financial conditions;
- 3.1.8 without the prior written consent of Party A, it will not be consolidated or merged with any third party, nor acquire or invest in any third party;
- 3.1.9 it will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to its assets, business, or revenues;
- 3.1.10 in order to maintain the ownership of all its assets, it will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, and conduct all necessary or appropriate defenses against all claims;
- 3.1.11 without the prior written consent of Party A, it will not in any form whatsoever allocate dividends to shareholders; and

3.1.12 if PRC law requires it to be dissolved or liquidated, it shall sell all of its assets to the extent permitted by PRC laws to Party A or another qualifying entity designated by Party A, at the lowest selling price permitted by applicable PRC law. 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 in partial satisfaction of the service fee under the Services Agreement or remitted to Party A or the qualifying entity designated by Party A, as applicable under then-current PRC laws.

3.2 **Undertakings of Party B.** Party B undertakes on his own behalf that:

3.2.1 without the prior written consent of Party A, he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any legal or beneficiary rights to the Equity Interest, or permit the creation of any other Security Interest over such rights at any time, except for the pledge under the Equity Pledge Agreement;

3.2.2 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the sale, assignment, mortgage, or other disposal of the legal or beneficiary rights of any shareholder or allowing the creation of any other Security Interest over such rights at the shareholders meeting of Party C;

- 3.2.3 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the consolidation or merger of Party C with any third party or the acquisition of or investment in any third party by Party C at the shareholders meeting of Party C;
- 3.2.4 he will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest;
- 3.2.5 at the request of Party A, he will cause the shareholders meeting of Party C to vote in favor of the transfer of the Equity Interest as contemplated hereunder;
- 3.2.6 in order to maintain his ownership of the Equity Interest, he will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, or conduct all necessary or appropriate defenses against all claims;
- 3.2.7 at the request of Party A, he will appoint the person nominated by Party A as the director of, or to hold any other position in, Party C;

- 3.2.8 at the request of Party A, he will immediately transfer the requested Equity Interest to the Designated Person(s);
- 3.2.9 he will strictly comply with the provisions of this Agreement and any other contracts entered into jointly or separately by the parties hereto, strictly perform the obligations under such contracts, and will not do anything which will affect the validity and enforceability of such contracts;
- 3.2.10 he 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, bonus, distribution or dividend from Party C, he shall, as permitted under PRC laws, immediately pay or transfer such profit, bonus, distribution or dividend to Party A or to any party designated by Party A in order to 1) first, to repay in part the Loan payable under the Loan Agreement; and 2) then, if there is any profit, bonus, distribution or dividend amount remaining, to pay in part the service fee under the Services Agreement on behalf of Party C; and



- 3.2.11 after mandatory liquidation described in 3.1.12 above, 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 PRC law, he will remit the proceeds to Party A or its Designated Person(s) in a manner permitted under PRC law

#### 4. Representations and Warranties

- 4.1 **Representations and Warranties of Party B.** Party B hereby represents and warrants on his own behalf to Party A that as of the date of this Agreement:
- 4.1.1 he has the power and right to sign, deliver, and perform his obligations under this Agreement, and that the said documents shall constitute his legal, valid, and binding obligations enforceable in accordance with their terms;
- 4.1.2 the execution and delivery of this Agreement or any other contracts, and the performance of his obligations thereunder, will not violate PRC law, breach or result in a default of any contract or instrument to which he is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon; and
- 4.1.3 he is the lawful owner of the Equity Interest held by himself and has not created any Security Interest over such Equity Interest other than the Equity Pledge Agreement.

4.2 **Representations and Warranties of Party C. Party C represents and warrants to Party A that:**

- 4.2.1 it has the power and right to sign, deliver, and perform its obligations under this Agreement, and said documents shall constitute its legal, valid, and binding obligations enforceable in accordance with their terms;
- 4.2.2 the execution and delivery, of this Agreement or any other contracts, and the performance of its obligations thereunder, will not violate PRC law, conflict with its Articles of Association or other constituent documents, breach or result in a default of any contract or instrument to which it is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon;
- 4.2.3 it is the lawful owner of its assets, and has not created any Security Interest over such assets;
- 4.2.4 it does not have any outstanding debts other than those incurred in the ordinary course of business and which have been disclosed to Party A;
- 4.2.5 it will comply with all PRC law applicable to the acquisition of assets; and

4.2.6 there is no existing, pending or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest, its assets, or itself.

**5. Further Warranties**

The parties to the agreement agree to promptly execute documents reasonably requisite to the performance of the provisions and the aim of this Agreement or documents beneficial to it, and to take actions reasonably requisite to the performance of the provisions and the aim of this Agreement or actions beneficial to it.

**6. Term**

This Agreement shall take effect as of the Effective Date and shall remain in full force and effect until the earlier of (1) the date on which all of the Equity Interests have been acquired by Party A directly or through its Designated Person(s); or (2) the unilateral termination by Party A (at its sole and absolute discretion), by giving 30 days prior written notice to the Party B of its intention to terminate this Agreement.

**7. Applicable Law and Dispute Resolution**

7.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with PRC law.

- 7.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.
- 7.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be Beijing. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.

## 8. Confidentiality

- 8.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all Confidential Information. Without the prior written consent of the other parties, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other parties immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation.

- 8.2 **Obligations upon Termination.** Upon termination of this Agreement, each party shall, at the request of the other parties, return any document, material, database, equipment, or software containing the Confidential Information to the other parties. If, for any reason, such document, material, database, equipment, or software cannot be returned, the parties shall destroy all the Confidential Information and delete the Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.
- 8.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive after the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

9. MISCELLANEOUS

9.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail, or teletype, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10th day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4th day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by teletype, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

Party A	:	Beijing Cheerbright Technologies Co., Ltd.
Address	:	1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China
Tel	:	+86 10 59857001
Attn	:	Lu Min
Party B	:	Lu Min
Address	:	Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou.
Tel	:	86-18019021198
Attn	:	Lu Min
Party C	:	Shanghai You Che You Jia Advertising Co., Ltd.
Address	:	Room 3031, District A, Unit H, No.55 Huiyuan Road, Jiading Industry District, Shanghai, China
Tel	:	86-10-59857002
Attn	:	Lu Min

9.2 **Entire Agreement.** This Agreement, the Services Agreement, the Loan Agreement, the Equity Pledge Agreement, and the power of attorney from Party B in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.

9.3 **Amendment.** Without the prior written consent of Party A, neither of Party B or Party C of this Agreement shall be entitled to amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.

- 9.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of any party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 9.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 9.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
- 9.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B and Party C shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.

9.8 **Language and Counterparts.** This Agreement is prepared in 3 sets of originals in both English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.

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IN WITNESS WHEREOF the parties hereof have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**Party A: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Name: /Lu Min/  
Title: Legal Representative

/s/ Lu Min  
\_\_\_\_\_

**Party B: Lu Min**

**Party C: Shanghai You Che You Jia Advertising Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Name: /Lu Min/  
Title: Legal Representative

Equity Option Agreement

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**Equity Option Agreement**

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*among*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Lei Haiyun**

*and*

**Shanghai You Che You Jia Advertising Co., Ltd.**

**March 25, 2017**

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THIS EQUITY OPTION AGREEMENT (**Agreement**) is entered into on March 25, 2017 in Beijing, People's Republic of China (**PRC**).

*by and among*

(1) **Beijing Cheerbright Technologies Co., Ltd.**, a liability limited company incorporated under the PRC laws with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

*and*

(2) **Lei Haiyun**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai (**Party B**);

*and*

(3) **Shanghai You Che You Jia Advertising Co., Ltd.**, a company duly organized and existing under the PRC laws with its legal address at Room 3031, District A, Unit H, No.55 Huiyuan Road, Jiading Industry District, Shanghai, China (**Party C**).

**Recitals**

A. Party B holds 50% of the equity interest in Party C.

- 
- B. Party C is a PRC domestic company lawfully existing in the PRC and engaged in the business of advertising agency.
  - C. On March 25, 2017, a Loan Agreement was entered into between Party A and Party B (**Loan Agreement**), pursuant to which Party B took a loan(**Loan**) in the total amount of RMB5,000,000 from, and therefore owes a debt to, Party A to subscribe to the aforementioned 50% equity interest in Party C.
  - D. On March 25, 2017, an Exclusive Technical Consulting and Services Agreement was entered into between Party A and Party C (**Services Agreement**), pursuant to which Party C will pay a service fee to Party A in consideration for services provided by Party A.
-

NOW THEREFORE, the parties agree as follows:

**1. Definitions And Interpretations**

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

<b>Designated Person(s)</b>	means 1 or more person(s) designated by Party A;
<b>Equity Interest</b>	means all of the equity interest held by Party B in Party C;
<b>Equity Pledge Agreement</b>	means the Equity Interest Pledge Agreement entered into by and among Party A and Party B, dated on March 25, 2017, under which Party B pledges to Party A Party B's Equity Interest in consideration for Party C's performance of its obligations under the Loan Agreement and Services Agreement;
<b>Notice of Purchase</b>	means the written notice sent by Party A to exercise the Purchase Right (as defined below), as set forth in Article 2.2;
<b>Person</b>	means a person, corporation, joint venture, partnership, enterprise, trust, or non-corporate entity;
<b>Purchase Right</b>	means an irrevocable right to purchase, at any time, all or part of the Equity Interest held by Party B at a price equivalent to the lowest price permitted by then-current PRC laws; and

**Security Interest** means any third party's security, right or interest, any right to purchase Party B's equity interest in Party C, or any right of acquisition, right of set-off, or other security arrangement, including any security interest subject to this Agreement, the Equity Pledge Agreement or the Loan Agreement.

1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

## 2. **Purchase and Sale of Equity Interest**

2.1 **Authorization.** Party B hereby irrevocably grants Party A or its Designated Person(s) the Purchase Right for his Equity Interest.

2.2 **Procedures.** Upon Party A's decision to exercise such Purchase Right, it shall send a written Notice of Purchase to Party B setting forth details for the purchase.

- 2.3 **Exercise of Purchase Right.** Every time Party A exercises the Purchase Right:
- 2.3.1 Party B shall supervise and ensure other shareholders of Party C to convene a shareholders meeting, and pass a resolution to transfer the Equity Interest from Party B to Party A and/or the Designated Person;
  - 2.3.2 Party B shall, upon the terms and conditions of this Agreement and the Notice of Purchase, enter into all documents requested by Party A; and
  - 2.3.3 Party B and Party C shall execute all documents, acquire all approvals, and perform all actions necessary to transfer the valid ownership of the Equity Interest to Party A and/or the Designated Person.
- 2.4 **Method of Payment.** Upon exercise of the Purchase Right by Party A or its Designated Person(s), Party A shall make payment by cancelling all or a portion of the Loan, in the same proportion that Party A or its Designated Person(s) has acquired the Security Interest. In case PRC laws require Party A or its Designated Person(s) to pay to Party B, Party B shall immediately and unconditionally pay or transfer to Party A any proceeds in whatsoever form obtained from the Party A or its Designated Person(s) at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable to such a shareholder as a result of his receipt of such proceeds.
-



**3. Undertakings**

**3.1 Undertakings of Party C.** Party C hereby undertakes that:

- 3.1.1 it will maintain its corporate existence, operate its business, and transact affairs prudently and efficiently in accordance with good financial and commercial standards and practices;
- 3.1.2 without the prior written consent of Party A, it will not sell, assign, mortgage, or otherwise dispose of any legal or beneficiary rights to any of its assets, business, or revenues, or permit the creation of any other Security Interest over such rights at any time after the execution date of this Agreement;
- 3.1.3 without the prior written consent of Party A, it will not incur, assume, guarantee or allow the existence of any debts, except for those to which Party A has given its written consent;
- 3.1.4 it will always operate its business to maintain the value of its assets, and will not do anything which will affect its business situation nor the value of its assets;

- 3.1.5 without the prior written consent of Party A, it will not enter into any contract at an amount exceedingly higher or outside the ordinary business;
- 3.1.6 without the prior written consent of Party A, it will not provide any loan to any third party;
- 3.1.7 at the request of Party A, it will provide to Party A all information relating to its operation and financial conditions;
- 3.1.8 without the prior written consent of Party A, it will not be consolidated or merged with any third party, nor acquire or invest in any third party;
- 3.1.9 it will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to its assets, business, or revenues;
- 3.1.10 in order to maintain the ownership of all its assets, it will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, and conduct all necessary or appropriate defenses against all claims;
- 3.1.11 without the prior written consent of Party A, it will not in any form whatsoever allocate dividends to shareholders; and

3.1.12 if PRC law requires it to be dissolved or liquidated, it shall sell all of its assets to the extent permitted by PRC laws to Party A or another qualifying entity designated by Party A, at the lowest selling price permitted by applicable PRC law. 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 in partial satisfaction of the service fee under the Services Agreement or remitted to Party A or the qualifying entity designated by Party A, as applicable under then-current PRC laws.

3.2 **Undertakings of Party B.** Party B undertakes on his own behalf that:

3.2.1 without the prior written consent of Party A, he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any legal or beneficiary rights to the Equity Interest, or permit the creation of any other Security Interest over such rights at any time, except for the pledge under the Equity Pledge Agreement;

- 3.2.2 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the sale, assignment, mortgage, or other disposal of the legal or beneficiary rights of any shareholder or allowing the creation of any other Security Interest over such rights at the shareholders meeting of Party C;
- 3.2.3 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the consolidation or merger of Party C with any third party or the acquisition of or investment in any third party by Party C at the shareholders meeting of Party C;
- 3.2.4 he will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest;
- 3.2.5 at the request of Party A, he will cause the shareholders meeting of Party C to vote in favor of the transfer of the Equity Interest as contemplated hereunder;
- 3.2.6 in order to maintain his ownership of the Equity Interest, he will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, or conduct all necessary or appropriate defenses against all claims;
- 3.2.7 at the request of Party A, he will appoint the person nominated by Party A as the director of, or to hold any other position in, Party C;

- 3.2.8 at the request of Party A, he will immediately transfer the requested Equity Interest to the Designated Person(s);
- 3.2.9 he will strictly comply with the provisions of this Agreement and any other contracts entered into jointly or separately by the parties hereto, strictly perform the obligations under such contracts, and will not do anything which will affect the validity and enforceability of such contracts;
- 3.2.10 he 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, bonus, distribution or dividend from Party C, he shall, as permitted under PRC laws, immediately pay or transfer such profit, bonus, distribution or dividend to Party A or to any party designated by Party A in order to 1) first, to repay in part the Loan payable under the Loan Agreement; and 2) then, if there is any profit, bonus, distribution or dividend amount remaining, to pay in part the service fee under the Services Agreement on behalf of Party C; and

- 3.2.11 after mandatory liquidation described in 3.1.12 above, 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 PRC law, he will remit the proceeds to Party A or its Designated Person(s) in a manner permitted under PRC law

#### 4. Representations and Warranties

- 4.1 **Representations and Warranties of Party B.** Party B hereby represents and warrants on his own behalf to Party A that as of the date of this Agreement:
- 4.1.1 he has the power and right to sign, deliver, and perform his obligations under this Agreement, and that the said documents shall constitute his legal, valid, and binding obligations enforceable in accordance with their terms;
- 4.1.2 the execution and delivery of this Agreement or any other contracts, and the performance of his obligations thereunder, will not violate PRC law, breach or result in a default of any contract or instrument to which he is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon; and
- 4.1.3 he is the lawful owner of the Equity Interest held by himself and has not created any Security Interest over such Equity Interest other than the Equity Pledge Agreement.

4.2 **Representations and Warranties of Party C. Party C represents and warrants to Party A that:**

- 4.2.1 it has the power and right to sign, deliver, and perform its obligations under this Agreement, and said documents shall constitute its legal, valid, and binding obligations enforceable in accordance with their terms;
- 4.2.2 the execution and delivery, of this Agreement or any other contracts, and the performance of its obligations thereunder, will not violate PRC law, conflict with its Articles of Association or other constituent documents, breach or result in a default of any contract or instrument to which it is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon;
- 4.2.3 it is the lawful owner of its assets, and has not created any Security Interest over such assets;
- 4.2.4 it does not have any outstanding debts other than those incurred in the ordinary course of business and which have been disclosed to Party A;
- 4.2.5 it will comply with all PRC law applicable to the acquisition of assets; and

4.2.6 there is no existing, pending or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest, its assets, or itself.

**5. Further Warranties**

The parties to the agreement agree to promptly execute documents reasonably requisite to the performance of the provisions and the aim of this Agreement or documents beneficial to it, and to take actions reasonably requisite to the performance of the provisions and the aim of this Agreement or actions beneficial to it.

**6. Term**

This Agreement shall take effect as of the Effective Date and shall remain in full force and effect until the earlier of (1) the date on which all of the Equity Interests have been acquired by Party A directly or through its Designated Person(s); or (2) the unilateral termination by Party A (at its sole and absolute discretion), by giving 30 days prior written notice to the Party B of its intention to terminate this Agreement.

**7. Applicable Law and Dispute Resolution**

7.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with PRC law.



- 7.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.
- 7.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be Beijing. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.

## **8. Confidentiality**

- 8.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all Confidential Information. Without the prior written consent of the other parties, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other parties immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation.

- 8.2 **Obligations upon Termination.** Upon termination of this Agreement, each party shall, at the request of the other parties, return any document, material, database, equipment, or software containing the Confidential Information to the other parties. If, for any reason, such document, material, database, equipment, or software cannot be returned, the parties shall destroy all the Confidential Information and delete the Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.
- 8.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive after the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

**9. MISCELLANEOUS**

9.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail, or telecopy, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10th day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4th day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by telecopy, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

Party A : Beijing Cheerbright Technologies Co., Ltd.  
Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : +86 10 59857001  
Attn : Lu Min

Party B : Lei Haiyun  
Address : Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai  
Tel : 86-18621138688  
Attn : Lei Haiyun

Party C : Shanghai You Che You Jia Advertising Co., Ltd.  
Address : Room 3031, District A, Unit H, No.55 Huiyuan Road, Jiading Industry District, Shanghai, China  
Tel : 86-10-59857002  
Attn : Lu Min

- 9.2 **Entire Agreement.** This Agreement, the Services Agreement, the Loan Agreement, the Equity Pledge Agreement, and the power of attorney from Party B in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- 9.3 **Amendment.** Without the prior written consent of Party A, neither of Party B or Party C of this Agreement shall be entitled to amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.

- 9.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of any party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 9.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 9.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
- 9.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B and Party C shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.

9.8 **Language and Counterparts.** This Agreement is prepared in 3 sets of originals in both English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.

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IN WITNESS WHEREOF the parties hereof have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**Party A: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min \_\_\_\_\_

Name: /Lu Min/

Title: Legal Representative

/s/ Lei Haiyun \_\_\_\_\_

**Party B: Lei Haiyun**

**Party C: Shanghai You Che You Jia Advertising Co., Ltd.**

/s/ Lu Min \_\_\_\_\_

Name: /Lu Min/

Title: Legal Representative

Equity Option Agreement

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**Equity Option Agreement**

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*among*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Lu Min**

*and*

**Guangzhou You Che You Jia Advertising Co., Ltd.**

**September 30, 2016**



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THIS EQUITY OPTION AGREEMENT (**Agreement**) is entered into on September 30, 2016 in Beijing, People's Republic of China (**PRC**).

*by and among*

(1) **Beijing Cheerbright Technologies Co., Ltd.**, a liability limited company incorporated under the PRC laws with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

*and*

(2) **Lu Min**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou. (**Party B**);

*and*

(3) **Guangzhou You Che You Jia Advertising Co., Ltd.**, a company duly organized and existing under the PRC laws with its legal address at Unit 05, Room 3101, No.85 Huacheng Avenue, Tianhe District, Guangzhou, China (Party C).

**Recitals**

A. Party B holds 50% of the equity interest in Party C.

- B. Party C is a PRC domestic company lawfully existing in the PRC and engaged in the business of advertising agency.
- C. On September 30, 2016, a Loan Agreement was entered into between Party A and Party B (**Loan Agreement**), pursuant to which Party B took a loan(**Loan**) in the total amount of RMB500,000 from, and therefore owes a debt to, Party A to subscribe to the aforementioned 50% equity interest in Party C.
- D. On September 30, 2016, an Exclusive Technical Consulting and Services Agreement was entered into between Party A and Party C (**Services Agreement**), pursuant to which Party C will pay a service fee to Party A in consideration for services provided by Party A.

**NOW THEREFORE**, the parties agree as follows:

**1. Definitions And Interpretations**

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

**Designated Person(s)** means 1 or more person(s) designated by Party A;

---

<b>Equity Interest</b>	means all of the equity interest held by Party B in Party C;
<b>Equity Pledge Agreement</b>	means the Equity Interest Pledge Agreement entered into by and among Party A and Party B, dated on September 30, 2016, under which Party B pledges to Party A Party B's Equity Interest in consideration for Party C's performance of its obligations under the Loan Agreement and Services Agreement;
<b>Notice of Purchase</b>	means the written notice sent by Party A to exercise the Purchase Right (as defined below), as set forth in Article 2.2;
<b>Person</b>	means a person, corporation, joint venture, partnership, enterprise, trust, or non-corporate entity;
<b>Purchase Right</b>	means an irrevocable right to purchase, at any time, all or part of the Equity Interest held by Party B at a price equivalent to the lowest price permitted by then-current PRC laws; and

---

**Security Interest**

means any third party's security, right or interest, any right to purchase Party B's equity interest in Party C, or any right of acquisition, right of set-off, or other security arrangement, including any security interest subject to this Agreement, the Equity Pledge Agreement or the Loan Agreement.

- 1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

**2. Purchase and Sale of Equity Interest**

- 2.1 **Authorization.** Party B hereby irrevocably grants Party A or its Designated Person(s) the Purchase Right for his Equity Interest.
- 2.2 **Procedures.** Upon Party A's decision to exercise such Purchase Right, it shall send a written Notice of Purchase to Party B setting forth details for the purchase.

- 2.3 **Exercise of Purchase Right.** Every time Party A exercises the Purchase Right:
- 2.3.1 Party B shall supervise and ensure other shareholders of Party C to convene a shareholders meeting, and pass a resolution to transfer the Equity Interest from Party B to Party A and/or the Designated Person;
  - 2.3.2 Party B shall, upon the terms and conditions of this Agreement and the Notice of Purchase, enter into all documents requested by Party A; and
  - 2.3.3 Party B and Party C shall execute all documents, acquire all approvals, and perform all actions necessary to transfer the valid ownership of the Equity Interest to Party A and/or the Designated Person.
- 2.4 **Method of Payment.** Upon exercise of the Purchase Right by Party A or its Designated Person(s), Party A shall make payment by cancelling all or a portion of the Loan, in the same proportion that Party A or its Designated Person(s) has acquired the Security Interest. In case PRC laws require Party A or its Designated Person(s) to pay to Party B, Party B shall immediately and unconditionally pay or transfer to Party A any proceeds in whatsoever form obtained from the Party A or its Designated Person(s) at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable to such a shareholder as a result of his receipt of such proceeds.
-

**3. Undertakings**

**3.1 Undertakings of Party C.** Party C hereby undertakes that:

- 3.1.1 it will maintain its corporate existence, operate its business, and transact affairs prudently and efficiently in accordance with good financial and commercial standards and practices;
- 3.1.2 without the prior written consent of Party A, it will not sell, assign, mortgage, or otherwise dispose of any legal or beneficiary rights to any of its assets, business, or revenues, or permit the creation of any other Security Interest over such rights at any time after the execution date of this Agreement;
- 3.1.3 without the prior written consent of Party A, it will not incur, assume, guarantee or allow the existence of any debts, except for those to which Party A has given its written consent;
- 3.1.4 it will always operate its business to maintain the value of its assets, and will not do anything which will affect its business situation nor the value of its assets;
- 3.1.5 without the prior written consent of Party A, it will not enter into any contract at an amount exceedingly higher or outside the ordinary business;

- 3.1.6 without the prior written consent of Party A, it will not provide any loan to any third party;
- 3.1.7 at the request of Party A, it will provide to Party A all information relating to its operation and financial conditions;
- 3.1.8 without the prior written consent of Party A, it will not be consolidated or merged with any third party, nor acquire or invest in any third party;
- 3.1.9 it will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to its assets, business, or revenues;
- 3.1.10 in order to maintain the ownership of all its assets, it will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, and conduct all necessary or appropriate defenses against all claims;
- 3.1.11 without the prior written consent of Party A, it will not in any form whatsoever allocate dividends to shareholders; and



3.1.12 if PRC law requires it to be dissolved or liquidated, it shall sell all of its assets to the extent permitted by PRC laws to Party A or another qualifying entity designated by Party A, at the lowest selling price permitted by applicable PRC law. 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 in partial satisfaction of the service fee under the Services Agreement or remitted to Party A or the qualifying entity designated by Party A, as applicable under then-current PRC laws.

3.2 **Undertakings of Party B.** Party B undertakes on his own behalf that:

3.2.1 without the prior written consent of Party A, he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any legal or beneficiary rights to the Equity Interest, or permit the creation of any other Security Interest over such rights at any time, except for the pledge under the Equity Pledge Agreement;

3.2.2 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the sale, assignment, mortgage, or other disposal of the legal or beneficiary rights of any shareholder or allowing the creation of any other Security Interest over such rights at the shareholders meeting of Party C;

- 3.2.3 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the consolidation or merger of Party C with any third party or the acquisition of or investment in any third party by Party C at the shareholders meeting of Party C;
- 3.2.4 he will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest;
- 3.2.5 at the request of Party A, he will cause the shareholders meeting of Party C to vote in favor of the transfer of the Equity Interest as contemplated hereunder;
- 3.2.6 in order to maintain his ownership of the Equity Interest, he will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, or conduct all necessary or appropriate defenses against all claims;
- 3.2.7 at the request of Party A, he will appoint the person nominated by Party A as the director of, or to hold any other position in, Party C;

- 3.2.8 at the request of Party A, he will immediately transfer the requested Equity Interest to the Designated Person(s);
- 3.2.9 he will strictly comply with the provisions of this Agreement and any other contracts entered into jointly or separately by the parties hereto, strictly perform the obligations under such contracts, and will not do anything which will affect the validity and enforceability of such contracts;
- 3.2.10 he 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, bonus, distribution or dividend from Party C, he shall, as permitted under PRC laws, immediately pay or transfer such profit, bonus, distribution or dividend to Party A or to any party designated by Party A in order to 1) first, to repay in part the Loan payable under the Loan Agreement; and 2) then, if there is any profit, bonus, distribution or dividend amount remaining, to pay in part the service fee under the Services Agreement on behalf of Party C; and
- 3.2.11 after mandatory liquidation described in 3.1.12 above, 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 PRC law, he will remit the proceeds to Party A or its Designated Person(s) in a manner permitted under PRC law

**4. Representations and Warranties**

- 4.1 **Representations and Warranties of Party B.** Party B hereby represents and warrants on his own behalf to Party A that as of the date of this Agreement:
- 4.1.1 he has the power and right to sign, deliver, and perform his obligations under this Agreement, and that the said documents shall constitute his legal, valid, and binding obligations enforceable in accordance with their terms;
  - 4.1.2 the execution and delivery of this Agreement or any other contracts, and the performance of his obligations thereunder, will not violate PRC law, breach or result in a default of any contract or instrument to which he is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon; and
  - 4.1.3 he is the lawful owner of the Equity Interest held by himself and has not created any Security Interest over such Equity Interest other than the Equity Pledge Agreement.

4.2 **Representations and Warranties of Party C. Party C represents and warrants to Party A that:**

- 4.2.1 it has the power and right to sign, deliver, and perform its obligations under this Agreement, and said documents shall constitute its legal, valid, and binding obligations enforceable in accordance with their terms;
- 4.2.2 the execution and delivery, of this Agreement or any other contracts, and the performance of its obligations thereunder, will not violate PRC law, conflict with its Articles of Association or other constituent documents, breach or result in a default of any contract or instrument to which it is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon;
- 4.2.3 it is the lawful owner of its assets, and has not created any Security Interest over such assets;
- 4.2.4 it does not have any outstanding debts other than those incurred in the ordinary course of business and which have been disclosed to Party A;
- 4.2.5 it will comply with all PRC law applicable to the acquisition of assets; and

4.2.6 there is no existing, pending or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest, its assets, or itself.

**5. Further Warranties**

The parties to the agreement agree to promptly execute documents reasonably requisite to the performance of the provisions and the aim of this Agreement or documents beneficial to it, and to take actions reasonably requisite to the performance of the provisions and the aim of this Agreement or actions beneficial to it.

**6. Term**

This Agreement shall take effect as of the Effective Date and shall remain in full force and effect until the earlier of (1) the date on which all of the Equity Interests have been acquired by Party A directly or through its Designated Person(s); or (2) the unilateral termination by Party A (at its sole and absolute discretion), by giving 30 days prior written notice to the Party B of its intention to terminate this Agreement.

**7. Applicable Law and Dispute Resolution**

7.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with PRC law.

- 7.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.
- 7.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be Beijing. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.

## **8. Confidentiality**

- 8.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all Confidential Information. Without the prior written consent of the other parties, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other parties immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation.

- 8.2 **Obligations upon Termination.** Upon termination of this Agreement, each party shall, at the request of the other parties, return any document, material, database, equipment, or software containing the Confidential Information to the other parties. If, for any reason, such document, material, database, equipment, or software cannot be returned, the parties shall destroy all the Confidential Information and delete the Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.
- 8.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive after the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.



**9. MISCELLANEOUS**

9.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail, or telecopy, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10th day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4th day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by telecopy, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

Party A : Beijing Cheerbright Technologies Co., Ltd.  
Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Tel : +86 10 59857001  
Attn : Lu Min

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Party B : Lu Min  
Address : Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou.  
Tel : 86-18019021198  
Attn : Lu Min

Party C : Guangzhou You Che You Jia Advertising Co., Ltd.  
Address : Unit 05, Room 3101, No.85 Huacheng Avenue, Tianhe District, Guangzhou,  
Tel : 86-10-59857002  
Attn : Lu Min

9.2 **Entire Agreement.** This Agreement, the Services Agreement, the Loan Agreement, the Equity Pledge Agreement, and the power of attorney from Party B in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.

- 9.3 **Amendment.** Without the prior written consent of Party A, neither of Party B or Party C of this Agreement shall be entitled to amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.
- 9.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of any party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 9.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 9.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
- 9.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B and Party C shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.

9.8 **Language and Counterparts.** This Agreement is prepared in 3 sets of originals in both English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.

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IN WITNESS WHEREOF the parties hereof have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**Party A: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min \_\_\_\_\_

Name: /Lu Min/

Title: Legal Representative

/s/ Lu Min \_\_\_\_\_

**Party B: Lu Min**

**Party C: Guangzhou You Che You Jia Advertising Co., Ltd.**

/s/ Lu Min \_\_\_\_\_

Name: /Lu Min/

Title: Legal Representative

Equity Option Agreement

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**Equity Option Agreement**

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*among*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Lei Haiyun**

*and*

**Guangzhou You Che You Jia Advertising Co., Ltd.**

**September 30, 2016**

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THIS EQUITY OPTION AGREEMENT (**Agreement**) is entered into on September 30, 2016 in Beijing, People's Republic of China (**PRC**).

*by and among*

(1) **Beijing Cheerbright Technologies Co., Ltd.**, a liability limited company incorporated under the PRC laws with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

*and*

(2) **Lei Haiyun**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai (**Party B**);

*and*

(3) **Guangzhou You Che You Jia Advertising Co., Ltd.**, a company duly organized and existing under the PRC laws with its legal address at Unit 05, Room 3101, No.85 Huacheng Avenue, Tianhe District, Guangzhou, China (Party C).

**Recitals**

A. Party B holds 50% of the equity interest in Party C.



- B. Party C is a PRC domestic company lawfully existing in the PRC and engaged in the business of advertising agency.
- C. On September 30, 2016, a Loan Agreement was entered into between Party A and Party B (**Loan Agreement**), pursuant to which Party B took a loan(**Loan**) in the total amount of RMB500,000 from, and therefore owes a debt to, Party A to subscribe to the aforementioned 50% equity interest in Party C.
- D. On September 30, 2016, an Exclusive Technical Consulting and Services Agreement was entered into between Party A and Party C (**Services Agreement**), pursuant to which Party C will pay a service fee to Party A in consideration for services provided by Party A.

**NOW THEREFORE**, the parties agree as follows:

**1. Definitions And Interpretations**

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

**Designated Person(s)** means 1 or more person(s) designated by Party A;

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<b>Equity Interest</b>	means all of the equity interest held by Party B in Party C;
<b>Equity Pledge Agreement</b>	means the Equity Interest Pledge Agreement entered into by and among Party A and Party B, dated on September 30, 2016, under which Party B pledges to Party A Party B's Equity Interest in consideration for Party C's performance of its obligations under the Loan Agreement and Services Agreement;
<b>Notice of Purchase</b>	means the written notice sent by Party A to exercise the Purchase Right (as defined below), as set forth in Article 2.2;
<b>Person</b>	means a person, corporation, joint venture, partnership, enterprise, trust, or non-corporate entity;
<b>Purchase Right</b>	means an irrevocable right to purchase, at any time, all or part of the Equity Interest held by Party B at a price equivalent to the lowest price permitted by then-current PRC laws; and

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**Security Interest** means any third party's security, right or interest, any right to purchase Party B's equity interest in Party C, or any right of acquisition, right of set-off, or other security arrangement, including any security interest subject to this Agreement, the Equity Pledge Agreement or the Loan Agreement.

1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

## 2. **Purchase and Sale of Equity Interest**

2.1 **Authorization.** Party B hereby irrevocably grants Party A or its Designated Person(s) the Purchase Right for his Equity Interest.

2.2 **Procedures.** Upon Party A's decision to exercise such Purchase Right, it shall send a written Notice of Purchase to Party B setting forth details for the purchase.

- 2.3 **Exercise of Purchase Right.** Every time Party A exercises the Purchase Right:
- 2.3.1 Party B shall supervise and ensure other shareholders of Party C to convene a shareholders meeting, and pass a resolution to transfer the Equity Interest from Party B to Party A and/or the Designated Person;
  - 2.3.2 Party B shall, upon the terms and conditions of this Agreement and the Notice of Purchase, enter into all documents requested by Party A; and
  - 2.3.3 Party B and Party C shall execute all documents, acquire all approvals, and perform all actions necessary to transfer the valid ownership of the Equity Interest to Party A and/or the Designated Person.
- 2.4 **Method of Payment.** Upon exercise of the Purchase Right by Party A or its Designated Person(s), Party A shall make payment by cancelling all or a portion of the Loan, in the same proportion that Party A or its Designated Person(s) has acquired the Security Interest. In case PRC laws require Party A or its Designated Person(s) to pay to Party B, Party B shall immediately and unconditionally pay or transfer to Party A any proceeds in whatsoever form obtained from the Party A or its Designated Person(s) at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable to such a shareholder as a result of his receipt of such proceeds.
-

**3. Undertakings**

**3.1 Undertakings of Party C.** Party C hereby undertakes that:

- 3.1.1 it will maintain its corporate existence, operate its business, and transact affairs prudently and efficiently in accordance with good financial and commercial standards and practices;
- 3.1.2 without the prior written consent of Party A, it will not sell, assign, mortgage, or otherwise dispose of any legal or beneficiary rights to any of its assets, business, or revenues, or permit the creation of any other Security Interest over such rights at any time after the execution date of this Agreement;
- 3.1.3 without the prior written consent of Party A, it will not incur, assume, guarantee or allow the existence of any debts, except for those to which Party A has given its written consent;
- 3.1.4 it will always operate its business to maintain the value of its assets, and will not do anything which will affect its business situation nor the value of its assets;

- 3.1.5 without the prior written consent of Party A, it will not enter into any contract at an amount exceedingly higher or outside the ordinary business;
- 3.1.6 without the prior written consent of Party A, it will not provide any loan to any third party;
- 3.1.7 at the request of Party A, it will provide to Party A all information relating to its operation and financial conditions;
- 3.1.8 without the prior written consent of Party A, it will not be consolidated or merged with any third party, nor acquire or invest in any third party;
- 3.1.9 it will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to its assets, business, or revenues;
- 3.1.10 in order to maintain the ownership of all its assets, it will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, and conduct all necessary or appropriate defenses against all claims;
- 3.1.11 without the prior written consent of Party A, it will not in any form whatsoever allocate dividends to shareholders; and

3.1.12 if PRC law requires it to be dissolved or liquidated, it shall sell all of its assets to the extent permitted by PRC laws to Party A or another qualifying entity designated by Party A, at the lowest selling price permitted by applicable PRC law. 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 in partial satisfaction of the service fee under the Services Agreement or remitted to Party A or the qualifying entity designated by Party A, as applicable under then-current PRC laws.

3.2 **Undertakings of Party B.** Party B undertakes on his own behalf that:

3.2.1 without the prior written consent of Party A, he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any legal or beneficiary rights to the Equity Interest, or permit the creation of any other Security Interest over such rights at any time, except for the pledge under the Equity Pledge Agreement;

- 3.2.2 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the sale, assignment, mortgage, or other disposal of the legal or beneficiary rights of any shareholder or allowing the creation of any other Security Interest over such rights at the shareholders meeting of Party C;
- 3.2.3 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the consolidation or merger of Party C with any third party or the acquisition of or investment in any third party by Party C at the shareholders meeting of Party C;
- 3.2.4 he will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest;
- 3.2.5 at the request of Party A, he will cause the shareholders meeting of Party C to vote in favor of the transfer of the Equity Interest as contemplated hereunder;
- 3.2.6 in order to maintain his ownership of the Equity Interest, he will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, or conduct all necessary or appropriate defenses against all claims;
- 3.2.7 at the request of Party A, he will appoint the person nominated by Party A as the director of, or to hold any other position in, Party C;



- 3.2.8 at the request of Party A, he will immediately transfer the requested Equity Interest to the Designated Person(s);
- 3.2.9 he will strictly comply with the provisions of this Agreement and any other contracts entered into jointly or separately by the parties hereto, strictly perform the obligations under such contracts, and will not do anything which will affect the validity and enforceability of such contracts;
- 3.2.10 he 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, bonus, distribution or dividend from Party C, he shall, as permitted under PRC laws, immediately pay or transfer such profit, bonus, distribution or dividend to Party A or to any party designated by Party A in order to 1) first, to repay in part the Loan payable under the Loan Agreement; and 2) then, if there is any profit, bonus, distribution or dividend amount remaining, to pay in part the service fee under the Services Agreement on behalf of Party C; and

- 3.2.11 after mandatory liquidation described in 3.1.12 above, 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 PRC law, he will remit the proceeds to Party A or its Designated Person(s) in a manner permitted under PRC law

#### 4. Representations and Warranties

- 4.1 **Representations and Warranties of Party B.** Party B hereby represents and warrants on his own behalf to Party A that as of the date of this Agreement:
- 4.1.1 he has the power and right to sign, deliver, and perform his obligations under this Agreement, and that the said documents shall constitute his legal, valid, and binding obligations enforceable in accordance with their terms;
- 4.1.2 the execution and delivery of this Agreement or any other contracts, and the performance of his obligations thereunder, will not violate PRC law, breach or result in a default of any contract or instrument to which he is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon; and
- 4.1.3 he is the lawful owner of the Equity Interest held by himself and has not created any Security Interest over such Equity Interest other than the Equity Pledge Agreement.

4.2 **Representations and Warranties of Party C. Party C represents and warrants to Party A that:**

- 4.2.1 it has the power and right to sign, deliver, and perform its obligations under this Agreement, and said documents shall constitute its legal, valid, and binding obligations enforceable in accordance with their terms;
- 4.2.2 the execution and delivery, of this Agreement or any other contracts, and the performance of its obligations thereunder, will not violate PRC law, conflict with its Articles of Association or other constituent documents, breach or result in a default of any contract or instrument to which it is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon;
- 4.2.3 it is the lawful owner of its assets, and has not created any Security Interest over such assets;
- 4.2.4 it does not have any outstanding debts other than those incurred in the ordinary course of business and which have been disclosed to Party A;
- 4.2.5 it will comply with all PRC law applicable to the acquisition of assets; and

4.2.6 there is no existing, pending or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest, its assets, or itself.

**5. Further Warranties**

The parties to the agreement agree to promptly execute documents reasonably requisite to the performance of the provisions and the aim of this Agreement or documents beneficial to it, and to take actions reasonably requisite to the performance of the provisions and the aim of this Agreement or actions beneficial to it.

**6. Term**

This Agreement shall take effect as of the Effective Date and shall remain in full force and effect until the earlier of (1) the date on which all of the Equity Interests have been acquired by Party A directly or through its Designated Person(s); or (2) the unilateral termination by Party A (at its sole and absolute discretion), by giving 30 days prior written notice to the Party B of its intention to terminate this Agreement.

7. **Applicable Law and Dispute Resolution**

7.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with PRC law.

7.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.

7.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be Beijing. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.

8. **Confidentiality**

8.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all Confidential Information. Without the prior written consent of the other parties, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other parties immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation.

- 8.2 **Obligations upon Termination.** Upon termination of this Agreement, each party shall, at the request of the other parties, return any document, material, database, equipment, or software containing the Confidential Information to the other parties. If, for any reason, such document, material, database, equipment, or software cannot be returned, the parties shall destroy all the Confidential Information and delete the Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.
- 8.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive after the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

**9. MISCELLANEOUS**

9.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail, or telecopy, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10th day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4th day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by telecopy, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

Party A	:	Beijing Cheerbright Technologies Co., Ltd.
Address	:	1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China
Tel	:	+86 10 59857001
Attn	:	Lu Min

---

Party B : Lei Haiyun  
Address : Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai  
Tel : 86-18621138688  
Attn : Lei Haiyun

Party C : Guangzhou You Che You Jia Advertising Co., Ltd.  
Address : Unit 05, Room 3101, No.85 Huacheng Avenue, Tianhe District, Guangzhou,  
Tel : 86-10-59857002  
Attn : Lu Min

9.2 **Entire Agreement.** This Agreement, the Services Agreement, the Loan Agreement, the Equity Pledge Agreement, and the power of attorney from Party B in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.

9.3 **Amendment.** Without the prior written consent of Party A, neither of Party B or Party C of this Agreement shall be entitled to amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.



- 9.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of any party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 9.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 9.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
- 9.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B and Party C shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.

9.8 **Language and Counterparts.** This Agreement is prepared in 3 sets of originals in both English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.

---

IN WITNESS WHEREOF the parties hereof have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**Party A: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min

Name: /Lu Min/

Title: Legal Representative

/s/ Lei Haiyun

**Party B: Lei Haiyun**

**Party C: Guangzhou You Che You Jia Advertising Co., Ltd.**

/s/ Lu Min

Name: /Lu Min/

Title: Legal Representative

Equity Option Agreement

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**Equity Option Agreement**

---

*among*

**Beijing Chezhiying Technologies Co., Ltd.**

*and*

**Lu Min**

*and*

**Beijing Shengtuo Hongyuan Information Technology Co., Ltd.**

**September 30, 2016**

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THIS EQUITY OPTION AGREEMENT (**Agreement**) is entered into on September 30, 2016 in Beijing, People's Republic of China (**PRC**).

*by and among*

(1) Beijing Chezhiying Technologies Co., Ltd., a liability limited company incorporated under the PRC laws with its registered address at Room1117, F/11, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (Party A);

*and*

(2) **Lu Min**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou.(**Party B**);

*and*

(3) Beijing Shengtuo Hongyuan Information Technology Co., Ltd., a company duly organized and existing under the PRC laws with its legal address at Room 1005, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (Party C).

**Recitals**

- A. Party B holds 50% of the equity interest in Party C.
- B. Party C is a PRC domestic company lawfully existing in the PRC and engaged in the business of Internet information service.
- C. On September 30, 2016, a Loan Agreement was entered into between Party A and Party B (**Loan Agreement**), pursuant to which Party B took a loan(**Loan**) in the total amount of RMB5,000,000 from, and therefore owes a debt to, Party A to subscribe to the aforementioned 50% equity interest in Party C.
- D. On September 30, 2016, an Exclusive Technical Consulting and Services Agreement was entered into between Party A and Party C (**Services Agreement**), pursuant to which Party C will pay a service fee to Party A in consideration for services provided by Party A.

NOW THEREFORE, the parties agree as follows:

**1. Definitions And Interpretations**

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

<b>Designated Person(s)</b>	means 1 or more person(s) designated by Party A;
<b>Equity Interest</b>	means all of the equity interest held by Party B in Party C;
<b>Equity Pledge Agreement</b>	means the Equity Interest Pledge Agreement entered into by and among Party A and Party B, dated on September 30, 2016, under which Party B pledges to Party A Party B's Equity Interest in consideration for Party C's performance of its obligations under the Loan Agreement and Services Agreement;
<b>Notice of Purchase</b>	means the written notice sent by Party A to exercise the Purchase Right (as defined below), as set forth in Article 2.2;
<b>Person</b>	means a person, corporation, joint venture, partnership, enterprise, trust, or non-corporate entity;
<b>Purchase Right</b>	means an irrevocable right to purchase, at any time, all or part of the Equity Interest held by Party B at a price equivalent to the lowest price permitted by then-current PRC laws; and
<b>Security Interest</b>	means any third party's security, right or interest, any right to purchase Party B's equity interest in Party C, or any right of acquisition, right of set-off, or other security arrangement, including any security interest subject to this Agreement, the Equity Pledge Agreement or the Loan Agreement.



1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

## 2. **Purchase and Sale of Equity Interest**

2.1 **Authorization.** Party B hereby irrevocably grants Party A or its Designated Person(s) the Purchase Right for his Equity Interest.

2.2 **Procedures.** Upon Party A's decision to exercise such Purchase Right, it shall send a written Notice of Purchase to Party B setting forth details for the purchase.

2.3 **Exercise of Purchase Right.** Every time Party A exercises the Purchase Right:

2.3.1 Party B shall supervise and ensure other shareholders of Party C to convene a shareholders meeting, and pass a resolution to transfer the Equity Interest from Party B to Party A and/or the Designated Person;

2.3.2 Party B shall, upon the terms and conditions of this Agreement and the Notice of Purchase, enter into all documents requested by Party A; and

2.3.3 Party B and Party C shall execute all documents, acquire all approvals, and perform all actions necessary to transfer the valid ownership of the Equity Interest to Party A and/or the Designated Person.

2.4 **Method of Payment.** Upon exercise of the Purchase Right by Party A or its Designated Person(s), Party A shall make payment by cancelling all or a portion of the Loan, in the same proportion that Party A or its Designated Person(s) has acquired the Security Interest. In case PRC laws require Party A or its Designated Person(s) to pay to Party B, Party B shall immediately and unconditionally pay or transfer to Party A any proceeds in whatsoever form obtained from the Party A or its Designated Person(s) at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable to such a shareholder as a result of his receipt of such proceeds.

### 3. Undertakings

3.1 **Undertakings of Party C.** Party C hereby undertakes that:

3.1.1 it will maintain its corporate existence, operate its business, and transact affairs prudently and efficiently in accordance with good financial and commercial standards and practices;

3.1.2 without the prior written consent of Party A, it will not sell, assign, mortgage, or otherwise dispose of any legal or beneficiary rights to any of its assets, business, or revenues, or permit the creation of any other Security Interest over such rights at any time after the execution date of this Agreement;

- 3.1.3 without the prior written consent of Party A, it will not incur, assume, guarantee or allow the existence of any debts, except for those to which Party A has given its written consent;
- 3.1.4 it will always operate its business to maintain the value of its assets, and will not do anything which will affect its business situation nor the value of its assets;
- 3.1.5 without the prior written consent of Party A, it will not enter into any contract at an amount exceedingly higher or outside the ordinary business;
- 3.1.6 without the prior written consent of Party A, it will not provide any loan to any third party;
- 3.1.7 at the request of Party A, it will provide to Party A all information relating to its operation and financial conditions;
- 3.1.8 without the prior written consent of Party A, it will not be consolidated or merged with any third party, nor acquire or invest in any third party;
- 3.1.9 it will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to its assets, business, or revenues;

- 3.1.10 in order to maintain the ownership of all its assets, it will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, and conduct all necessary or appropriate defenses against all claims;
- 3.1.11 without the prior written consent of Party A, it will not in any form whatsoever allocate dividends to shareholders; and
- 3.1.12 if PRC law requires it to be dissolved or liquidated, it shall sell all of its assets to the extent permitted by PRC laws to Party A or another qualifying entity designated by Party A, at the lowest selling price permitted by applicable PRC law. 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 in partial satisfaction of the service fee under the Services Agreement or remitted to Party A or the qualifying entity designated by Party A, as applicable under then-current PRC laws.

3.2 **Undertakings of Party B.** Party B undertakes on his own behalf that:

- 3.2.1 without the prior written consent of Party A, he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any legal or beneficiary rights to the Equity Interest, or permit the creation of any other Security Interest over such rights at any time, except for the pledge under the Equity Pledge Agreement;

- 3.2.2 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the sale, assignment, mortgage, or other disposal of the legal or beneficiary rights of any shareholder or allowing the creation of any other Security Interest over such rights at the shareholders meeting of Party C;
- 3.2.3 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the consolidation or merger of Party C with any third party or the acquisition of or investment in any third party by Party C at the shareholders meeting of Party C;
- 3.2.4 he will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest;
- 3.2.5 at the request of Party A, he will cause the shareholders meeting of Party C to vote in favor of the transfer of the Equity Interest as contemplated hereunder;
- 3.2.6 in order to maintain his ownership of the Equity Interest, he will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, or conduct all necessary or appropriate defenses against all claims;

- 3.2.7 at the request of Party A, he will appoint the person nominated by Party A as the director of, or to hold any other position in, Party C;
- 3.2.8 at the request of Party A, he will immediately transfer the requested Equity Interest to the Designated Person(s);
- 3.2.9 he will strictly comply with the provisions of this Agreement and any other contracts entered into jointly or separately by the parties hereto, strictly perform the obligations under such contracts, and will not do anything which will affect the validity and enforceability of such contracts;
- 3.2.10 he 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, bonus, distribution or dividend from Party C, he shall, as permitted under PRC laws, immediately pay or transfer such profit, bonus, distribution or dividend to Party A or to any party designated by Party A in order to 1) first, to repay in part the Loan payable under the Loan Agreement; and 2) then, if there is any profit, bonus, distribution or dividend amount remaining, to pay in part the service fee under the Services Agreement on behalf of Party C; and
- 3.2.11 after mandatory liquidation described in 3.1.12 above, 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 PRC law, he will remit the proceeds to Party A or its Designated Person(s) in a manner permitted under PRC law

**4. Representations and Warranties**

4.1 **Representations and Warranties of Party B.** Party B hereby represents and warrants on his own behalf to Party A that as of the date of this Agreement:

- 4.1.1 he has the power and right to sign, deliver, and perform his obligations under this Agreement, and that the said documents shall constitute his legal, valid, and binding obligations enforceable in accordance with their terms;
- 4.1.2 the execution and delivery of this Agreement or any other contracts, and the performance of his obligations thereunder, will not violate PRC law, breach or result in a default of any contract or instrument to which he is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon; and
- 4.1.3 he is the lawful owner of the Equity Interest held by himself and has not created any Security Interest over such Equity Interest other than the Equity Pledge Agreement.

4.2 **Representations and Warranties of Party C. Party C represents and warrants to Party A that:**

- 4.2.1 it has the power and right to sign, deliver, and perform its obligations under this Agreement, and said documents shall constitute its legal, valid, and binding obligations enforceable in accordance with their terms;
- 4.2.2 the execution and delivery, of this Agreement or any other contracts, and the performance of its obligations thereunder, will not violate PRC law, conflict with its Articles of Association or other constituent documents, breach or result in a default of any contract or instrument to which it is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon;
- 4.2.3 it is the lawful owner of its assets, and has not created any Security Interest over such assets;
- 4.2.4 it does not have any outstanding debts other than those incurred in the ordinary course of business and which have been disclosed to Party A;
- 4.2.5 it will comply with all PRC law applicable to the acquisition of assets; and
- 4.2.6 there is no existing, pending or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest, its assets, or itself.



5. **Further Warranties**

The parties to the agreement agree to promptly execute documents reasonably requisite to the performance of the provisions and the aim of this Agreement or documents beneficial to it, and to take actions reasonably requisite to the performance of the provisions and the aim of this Agreement or actions beneficial to it.

6. **Term**

This Agreement shall take effect as of the Effective Date and shall remain in full force and effect until the earlier of (1) the date on which all of the Equity Interests have been acquired by Party A directly or through its Designated Person(s); or (2) the unilateral termination by Party A (at its sole and absolute discretion), by giving 30 days prior written notice to the Party B of its intention to terminate this Agreement.

7. **Applicable Law and Dispute Resolution**

7.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with PRC law.

7.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.

7.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be Beijing. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.

**8. Confidentiality**

- 8.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all Confidential Information. Without the prior written consent of the other parties, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other parties immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation.
- 8.2 **Obligations upon Termination.** Upon termination of this Agreement, each party shall, at the request of the other parties, return any document, material, database, equipment, or software containing the Confidential Information to the other parties. If, for any reason, such document, material, database, equipment, or software cannot be returned, the parties shall destroy all the Confidential Information and delete the Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.

8.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive after the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

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**9. MISCELLANEOUS**

9.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail, or telecopy, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10th day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4th day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by telecopy, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

Party A	:	Beijing Chezhiying Technologies Co., Ltd.
Address	:	Room 1117,F/11, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China
Tel	:	+86 10 59857001
Attn	:	Lu Min
Party B	:	Lu Min
Address	:	Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou.
Tel	:	86-18019021198
Attn	:	Lu Min
Party C	:	Beijing Shengtuo Hongyuan Information Technology Co., Ltd.
Address	:	Room 1005, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China
Tel	:	86-10-59857002
Attn	:	Lu Min

- 9.2 **Entire Agreement.** This Agreement, the Services Agreement, the Loan Agreement, the Equity Pledge Agreement, and the power of attorney from Party B in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- 9.3 **Amendment.** Without the prior written consent of Party A, neither of Party B or Party C of this Agreement shall be entitled to amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.
- 9.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of any party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 9.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 9.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.

- 9.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B and Party C shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.
- 9.8 **Language and Counterparts.** This Agreement is prepared in 3 sets of originals in both English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.
-

IN WITNESS WHEREOF the parties hereof have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**Party A: Beijing Chezhiying Technologies Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Name: /Lu Min/  
Title: Legal Representative

/s/ Lu Min  
\_\_\_\_\_

**Party B: Lu Min**

**Party C: Beijing Shengtuo Hongyuan Information Technology Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Name: /Lu Min/  
Title: Legal Representative

\_\_\_\_\_  
Equity Option Agreement

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**Equity Option Agreement**

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*among*

**Beijing Chezhiying Technologies Co., Ltd.**

*and*

**Lei Haiyun**

*and*

**Beijing Shengtuo Hongyuan Information Technology Co., Ltd.**

**September 30, 2016**



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THIS EQUITY OPTION AGREEMENT (**Agreement**) is entered into on September 30, 2016 in Beijing, People's Republic of China (**PRC**).

*by and among*

(1) Beijing Chezhiying Technologies Co., Ltd., a liability limited company incorporated under the PRC laws with its registered address at Room1117, F/11, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (Party A);

*and*

(2) **Lei Haiyun**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai (**Party B**);

*and*

(3) Beijing Shengtuo Hongyuan Information Technology Co., Ltd., a company duly organized and existing under the PRC laws with its legal address at Room 1005, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (Party C).

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**Recitals**

- A. Party B holds 50% of the equity interest in Party C.
- B. Party C is a PRC domestic company lawfully existing in the PRC and engaged in the business of Internet information service.
- C. On September 30, 2016, a Loan Agreement was entered into between Party A and Party B (**Loan Agreement**), pursuant to which Party B took a loan(**Loan**) in the total amount of RMB5,000,000 from, and therefore owes a debt to, Party A to subscribe to the aforementioned 50% equity interest in Party C.
- D. On September 30, 2016, an Exclusive Technical Consulting and Services Agreement was entered into between Party A and Party C (**Services Agreement**), pursuant to which Party C will pay a service fee to Party A in consideration for services provided by Party A.

NOW THEREFORE, the parties agree as follows:

**1. Definitions And Interpretations**

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

<b>Designated Person(s)</b>	means 1 or more person(s) designated by Party A;
<b>Equity Interest</b>	means all of the equity interest held by Party B in Party C;
<b>Equity Pledge Agreement</b>	means the Equity Interest Pledge Agreement entered into by and among Party A and Party B, dated on September 30, 2016, under which Party B pledges to Party A Party B's Equity Interest in consideration for Party C's performance of its obligations under the Loan Agreement and Services Agreement;
<b>Notice of Purchase</b>	means the written notice sent by Party A to exercise the Purchase Right (as defined below), as set forth in Article 2.2;
<b>Person</b>	means a person, corporation, joint venture, partnership, enterprise, trust, or non-corporate entity;
<b>Purchase Right</b>	means an irrevocable right to purchase, at any time, all or part of the Equity Interest held by Party B at a price equivalent to the lowest price permitted by then-current PRC laws; and

**Security Interest** means any third party's security, right or interest, any right to purchase Party B's equity interest in Party C, or any right of acquisition, right of set-off, or other security arrangement, including any security interest subject to this Agreement, the Equity Pledge Agreement or the Loan Agreement.

1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

## 2. **Purchase and Sale of Equity Interest**

2.1 **Authorization.** Party B hereby irrevocably grants Party A or its Designated Person(s) the Purchase Right for his Equity Interest.

2.2 **Procedures.** Upon Party A's decision to exercise such Purchase Right, it shall send a written Notice of Purchase to Party B setting forth details for the purchase.

- 2.3 **Exercise of Purchase Right.** Every time Party A exercises the Purchase Right:
- 2.3.1 Party B shall supervise and ensure other shareholders of Party C to convene a shareholders meeting, and pass a resolution to transfer the Equity Interest from Party B to Party A and/or the Designated Person;
  - 2.3.2 Party B shall, upon the terms and conditions of this Agreement and the Notice of Purchase, enter into all documents requested by Party A; and
  - 2.3.3 Party B and Party C shall execute all documents, acquire all approvals, and perform all actions necessary to transfer the valid ownership of the Equity Interest to Party A and/or the Designated Person.
- 2.4 **Method of Payment.** Upon exercise of the Purchase Right by Party A or its Designated Person(s), Party A shall make payment by cancelling all or a portion of the Loan, in the same proportion that Party A or its Designated Person(s) has acquired the Security Interest. In case PRC laws require Party A or its Designated Person(s) to pay to Party B, Party B shall immediately and unconditionally pay or transfer to Party A any proceeds in whatsoever form obtained from the Party A or its Designated Person(s) at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable to such a shareholder as a result of his receipt of such proceeds.

**3. Undertakings**

**3.1 Undertakings of Party C.** Party C hereby undertakes that:

- 3.1.1 it will maintain its corporate existence, operate its business, and transact affairs prudently and efficiently in accordance with good financial and commercial standards and practices;
- 3.1.2 without the prior written consent of Party A, it will not sell, assign, mortgage, or otherwise dispose of any legal or beneficiary rights to any of its assets, business, or revenues, or permit the creation of any other Security Interest over such rights at any time after the execution date of this Agreement;
- 3.1.3 without the prior written consent of Party A, it will not incur, assume, guarantee or allow the existence of any debts, except for those to which Party A has given its written consent;
- 3.1.4 it will always operate its business to maintain the value of its assets, and will not do anything which will affect its business situation nor the value of its assets;

- 3.1.5 without the prior written consent of Party A, it will not enter into any contract at an amount exceedingly higher or outside the ordinary business;
- 3.1.6 without the prior written consent of Party A, it will not provide any loan to any third party;
- 3.1.7 at the request of Party A, it will provide to Party A all information relating to its operation and financial conditions;
- 3.1.8 without the prior written consent of Party A, it will not be consolidated or merged with any third party, nor acquire or invest in any third party;
- 3.1.9 it will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to its assets, business, or revenues;
- 3.1.10 in order to maintain the ownership of all its assets, it will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, and conduct all necessary or appropriate defenses against all claims;



- 3.1.11 without the prior written consent of Party A, it will not in any form whatsoever allocate dividends to shareholders; and
- 3.1.12 if PRC law requires it to be dissolved or liquidated, it shall sell all of its assets to the extent permitted by PRC laws to Party A or another qualifying entity designated by Party A, at the lowest selling price permitted by applicable PRC law. 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 in partial satisfaction of the service fee under the Services Agreement or remitted to Party A or the qualifying entity designated by Party A, as applicable under then-current PRC laws.

3.2 **Undertakings of Party B.** Party B undertakes on his own behalf that:

- 3.2.1 without the prior written consent of Party A, he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any legal or beneficiary rights to the Equity Interest, or permit the creation of any other Security Interest over such rights at any time, except for the pledge under the Equity Pledge Agreement;
- 3.2.2 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the sale, assignment, mortgage, or other disposal of the legal or beneficiary rights of any shareholder or allowing the creation of any other Security Interest over such rights at the shareholders meeting of Party C;

- 3.2.3 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the consolidation or merger of Party C with any third party or the acquisition of or investment in any third party by Party C at the shareholders meeting of Party C;
- 3.2.4 he will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest;
- 3.2.5 at the request of Party A, he will cause the shareholders meeting of Party C to vote in favor of the transfer of the Equity Interest as contemplated hereunder;
- 3.2.6 in order to maintain his ownership of the Equity Interest, he will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, or conduct all necessary or appropriate defenses against all claims;

- 3.2.7 at the request of Party A, he will appoint the person nominated by Party A as the director of, or to hold any other position in, Party C;
- 3.2.8 at the request of Party A, he will immediately transfer the requested Equity Interest to the Designated Person(s);
- 3.2.9 he will strictly comply with the provisions of this Agreement and any other contracts entered into jointly or separately by the parties hereto, strictly perform the obligations under such contracts, and will not do anything which will affect the validity and enforceability of such contracts;
- 3.2.10 he 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, bonus, distribution or dividend from Party C, he shall, as permitted under PRC laws, immediately pay or transfer such profit, bonus, distribution or dividend to Party A or to any party designated by Party A in order to 1) first, to repay in part the Loan payable under the Loan Agreement; and 2) then, if there is any profit, bonus, distribution or dividend amount remaining, to pay in part the service fee under the Services Agreement on behalf of Party C; and
- 3.2.11 after mandatory liquidation described in 3.1.12 above, 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 PRC law, he will remit the proceeds to Party A or its Designated Person(s) in a manner permitted under PRC law

**4. Representations and Warranties**

4.1 **Representations and Warranties of Party B.** Party B hereby represents and warrants on his own behalf to Party A that as of the date of this Agreement:

- 4.1.1 he has the power and right to sign, deliver, and perform his obligations under this Agreement, and that the said documents shall constitute his legal, valid, and binding obligations enforceable in accordance with their terms;
- 4.1.2 the execution and delivery of this Agreement or any other contracts, and the performance of his obligations thereunder, will not violate PRC law, breach or result in a default of any contract or instrument to which he is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon; and
- 4.1.3 he is the lawful owner of the Equity Interest held by himself and has not created any Security Interest over such Equity Interest other than the Equity Pledge Agreement.

4.2 **Representations and Warranties of Party C. Party C represents and warrants to Party A that:**

- 4.2.1 it has the power and right to sign, deliver, and perform its obligations under this Agreement, and said documents shall constitute its legal, valid, and binding obligations enforceable in accordance with their terms;
- 4.2.2 the execution and delivery, of this Agreement or any other contracts, and the performance of its obligations thereunder, will not violate PRC law, conflict with its Articles of Association or other constituent documents, breach or result in a default of any contract or instrument to which it is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon;
- 4.2.3 it is the lawful owner of its assets, and has not created any Security Interest over such assets;
- 4.2.4 it does not have any outstanding debts other than those incurred in the ordinary course of business and which have been disclosed to Party A;

4.2.5 it will comply with all PRC law applicable to the acquisition of assets; and

4.2.6 there is no existing, pending or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest, its assets, or itself.

**5. Further Warranties**

The parties to the agreement agree to promptly execute documents reasonably requisite to the performance of the provisions and the aim of this Agreement or documents beneficial to it, and to take actions reasonably requisite to the performance of the provisions and the aim of this Agreement or actions beneficial to it.

**6. Term**

This Agreement shall take effect as of the Effective Date and shall remain in full force and effect until the earlier of (1) the date on which all of the Equity Interests have been acquired by Party A directly or through its Designated Person(s); or (2) the unilateral termination by Party A (at its sole and absolute discretion), by giving 30 days prior written notice to the Party B of its intention to terminate this Agreement.

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7. **Applicable Law and Dispute Resolution**

7.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with PRC law.

7.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.

7.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be Beijing. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.

## 8. Confidentiality

- 8.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all Confidential Information. Without the prior written consent of the other parties, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other parties immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation.
- 8.2 **Obligations upon Termination.** Upon termination of this Agreement, each party shall, at the request of the other parties, return any document, material, database, equipment, or software containing the Confidential Information to the other parties. If, for any reason, such document, material, database, equipment, or software cannot be returned, the parties shall destroy all the Confidential Information and delete the Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.
- 8.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive after the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.



**9. MISCELLANEOUS**

9.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail, or telecopy, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10th day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4th day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by telecopy, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

Party A	:	Beijing Chezhiying Technologies Co., Ltd.
Address	:	Room 1117,F/11, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China
Tel	:	+86 10 59857001
Attn	:	Lu Min
Party B	:	Lei Haiyun
Address	:	Room 202, No. 32, 1800 Dongfang Road, Pudong District, Guangzhou.
Tel	:	86-18019021198
Attn	:	Lei Haiyun
Party C	:	Beijing Shengtuo Hongyuan Information Technology Co., Ltd.
Address	:	Room 1005, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China
Tel	:	86-10-59857002
Attn	:	Lu Min

- 9.2 **Entire Agreement.** This Agreement, the Services Agreement, the Loan Agreement, the Equity Pledge Agreement, and the power of attorney from Party B in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- 9.3 **Amendment.** Without the prior written consent of Party A, neither of Party B or Party C of this Agreement shall be entitled to amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.
-

- 9.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of any party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 9.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 9.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
- 9.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B and Party C shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.

9.8 **Language and Counterparts.** This Agreement is prepared in 3 sets of originals in both English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.

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IN WITNESS WHEREOF the parties hereof have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**Party A: Beijing Chezhiying Technologies Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Name: /Lu Min/  
Title: Legal Representative

/s/ Lei Haiyun  
\_\_\_\_\_

**Party B: Lei Haiyun**

**Party C: Beijing Shengtuo Hongyuan Information Technology Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Name: /Lu Min/  
Title: Legal Representative

\_\_\_\_\_  
Equity Option Agreement

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**Equity Option Agreement**

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*among*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Beijing Autohome Information Technology Co., Ltd.**

*and*

**Beijing Shengtuo Autohome Advertising Co., Ltd.**

**September 30, 2016**

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THIS EQUITY OPTION AGREEMENT (**Agreement**) is entered into on September 30, 2016 in Beijing, People's Republic of China (**PRC**).

*by and among*

(1) **Beijing Cheerbright Technologies Co., Ltd.**, a liability limited company incorporated under the PRC laws with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

*and*

(2) **Beijing Autohome Information Technology Co., Ltd.**, a company duly organized and existing under the PRC laws with its legal address at Room 1011-1015, F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (Party B).

*and*

(3) **Beijing Shengtuo Chengshi Advertisement Co., Ltd.**, with its registered address at Room 1007-1009 ,F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (Party C).

(individually a "**Party**" and collectively the "**Parties**")

#### **Recitals**

- A. Party B holds 100% of the equity interest in Party C.
- B. Party C is a domestic company lawfully existing in the PRC and engaged in the business of advertising agency.



C. On September 30, 2016, an Exclusive Technical Consulting and Services Agreement was entered into between Party A and Party C (**Services Agreement**), pursuant to which Party C will pay a service fee to Party A in consideration for services provided by Party A.

**NOW THEREFORE**, the parties agree as follows:

**1. Definitions And Interpretations**

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

<b>Designated Person(s)</b>	means 1 or more person(s) designated by Party A;
<b>Equity Interest</b>	means all of the equity interest held by Party B in Party C;
<b>Equity Pledge Agreement</b>	means the Equity Interest Pledge Agreement entered into by and among Party A and Party B, dated on September 30, 2016, under which Party B pledges to Party A Party B's Equity Interest in consideration for Party C's performance of its obligations under the Loan Agreement and Services Agreement;

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<b>Notice of Purchase</b>	means the written notice sent by Party A to exercise the Purchase Right (as defined below), as set forth in Article 2.2;
<b>Person</b>	means a person, corporation, joint venture, partnership, enterprise, trust, or non-corporate entity;
<b>Purchase Right</b>	means an irrevocable right to purchase, at any time, all or part of the Equity Interest held by Party B at a price equivalent to the lowest price permitted by then-current PRC laws; and
<b>Security Interest</b>	means any third party's security, right or interest, any right to purchase Party B's equity interest in Party C, or any right of acquisition, right of set-off, or other security arrangement, including any security interest subject to this Agreement, the Equity Pledge Agreement or the Loan Agreement.

1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

**2. Purchase and Sale of Equity Interest**

- 2.1 **Authorization.** Party B hereby irrevocably grants Party A or its Designated Person(s) the Purchase Right for his Equity Interest.
- 2.2 **Procedures.** Upon Party A's decision to exercise such Purchase Right, it shall send a written Notice of Purchase to Party B setting forth details for the purchase.
- 2.3 **Exercise of Purchase Right.** Every time Party A exercises the Purchase Right:
- 2.3.1 Party B shall supervise and ensure other shareholders of Party C to convene a shareholders meeting, and pass a resolution to transfer the Equity Interest from Party B to Party A and/or the Designated Person;
  - 2.3.2 Party B shall, upon the terms and conditions of this Agreement and the Notice of Purchase, enter into all documents requested by Party A; and
  - 2.3.3 Party B and Party C shall execute all documents, acquire all approvals, and perform all actions necessary to transfer the valid ownership of the Equity Interest to Party A and/or the Designated Person.

2.4 **Method of Payment.** Upon exercise of the Purchase Right by Party A or its Designated Person(s), Party A shall make payment by cancelling all or a portion of the Loan, in the same proportion that Party A or its Designated Person(s) has acquired the Security Interest. In case PRC laws require Party A or its Designated Person(s) to pay to Party B, Party B shall immediately and unconditionally pay or transfer to Party A any proceeds in whatsoever form obtained from the Party A or its Designated Person(s) at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable to such a shareholder as a result of his receipt of such proceeds.

### 3. Undertakings

3.1 **Undertakings of Party C.** Party C hereby undertakes that:

- 3.1.1 it will maintain its corporate existence, operate its business, and transact affairs prudently and efficiently in accordance with good financial and commercial standards and practices;
- 3.1.2 without the prior written consent of Party A, it will not sell, assign, mortgage, or otherwise dispose of any legal or beneficiary rights to any of its assets, business, or revenues, or permit the creation of any other Security Interest over such rights at any time after the execution date of this Agreement;

- 3.1.3 without the prior written consent of Party A, it will not incur, assume, guarantee or allow the existence of any debts, except for those to which Party A has given its written consent;
- 3.1.4 it will always operate its business to maintain the value of its assets, and will not do anything which will affect its business situation nor the value of its assets;
- 3.1.5 without the prior written consent of Party A, it will not enter into any contract at an amount exceedingly higher or outside the ordinary business;
- 3.1.6 without the prior written consent of Party A, it will not provide any loan to any third party;
- 3.1.7 at the request of Party A, it will provide to Party A all information relating to its operation and financial conditions;
- 3.1.8 without the prior written consent of Party A, it will not be consolidated or merged with any third party, nor acquire or invest in any third party;
- 3.1.9 it will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to its assets, business, or revenues;
- 3.1.10 in order to maintain the ownership of all its assets, it will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, and conduct all necessary or appropriate defenses against all claims;

- 3.1.11 without the prior written consent of Party A, it will not in any form whatsoever allocate dividends to shareholders; and
- 3.1.12 if PRC law requires it to be dissolved or liquidated, it shall sell all of its assets to the extent permitted by PRC laws to Party A or another qualifying entity designated by Party A, at the lowest selling price permitted by applicable PRC law. 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 in partial satisfaction of the service fee under the Services Agreement or remitted to Party A or the qualifying entity designated by Party A, as applicable under then-current PRC laws.

3.2 **Undertakings of Party B.** Party B undertakes on his own behalf that:

- 3.2.1 without the prior written consent of Party A, he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any legal or beneficiary rights to the Equity Interest, or permit the creation of any other Security Interest over such rights at any time, except for the pledge under the Equity Pledge Agreement;

- 3.2.2 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the sale, assignment, mortgage, or other disposal of the legal or beneficiary rights of any shareholder or allowing the creation of any other Security Interest over such rights at the shareholders meeting of Party C;
- 3.2.3 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the consolidation or merger of Party C with any third party or the acquisition of or investment in any third party by Party C at the shareholders meeting of Party C;
- 3.2.4 he will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest;
- 3.2.5 at the request of Party A, he will cause the shareholders meeting of Party C to vote in favor of the transfer of the Equity Interest as contemplated hereunder;
- 3.2.6 in order to maintain his ownership of the Equity Interest, he will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, or conduct all necessary or appropriate defenses against all claims;
- 3.2.7 at the request of Party A, he will appoint the person nominated by Party A as the director of, or to hold any other position in, Party C;
- 3.2.8 at the request of Party A, he will immediately transfer the requested Equity Interest to the Designated Person(s);

- 3.2.9 he will strictly comply with the provisions of this Agreement and any other contracts entered into jointly or separately by the parties hereto, strictly perform the obligations under such contracts, and will not do anything which will affect the validity and enforceability of such contracts;
- 3.2.10 he 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, bonus, distribution or dividend from Party C, he shall, as permitted under PRC laws, immediately pay or transfer such profit, bonus, distribution or dividend to Party A or to any party designated by Party A in order to 1) first, to repay in part the Loan payable under the Loan Agreement; and 2) then, if there is any profit, bonus, distribution or dividend amount remaining, to pay in part the service fee under the Services Agreement on behalf of Party C; and
- 3.2.11 after mandatory liquidation described in 3.1.12 above, 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 PRC law, he will remit the proceeds to Party A or its Designated Person(s) in a manner permitted under PRC law



#### 4. Representations and Warranties

- 4.1 **Representations and Warranties of Party B.** Party B hereby represents and warrants on his own behalf to Party A that as of the date of this Agreement:
- 4.1.1 he has the power and right to sign, deliver, and perform his obligations under this Agreement, and that the said documents shall constitute his legal, valid, and binding obligations enforceable in accordance with their terms;
  - 4.1.2 the execution and delivery of this Agreement or any other contracts, and the performance of his obligations thereunder, will not violate PRC law, breach or result in a default of any contract or instrument to which he is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon; and
  - 4.1.3 he is the lawful owner of the Equity Interest held by himself and has not created any Security Interest over such Equity Interest other than the Equity Pledge Agreement.
- 4.2 **Representations and Warranties of Party C. Party C represents and warrants to Party A that:**
- 4.2.1 it has the power and right to sign, deliver, and perform its obligations under this Agreement, and said documents shall constitute its legal, valid, and binding obligations enforceable in accordance with their terms;

- 4.2.2 the execution and delivery, of this Agreement or any other contracts, and the performance of its obligations thereunder, will not violate PRC law, conflict with its Articles of Association or other constituent documents, breach or result in a default of any contract or instrument to which it is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon;
- 4.2.3 it is the lawful owner of its assets, and has not created any Security Interest over such assets;
- 4.2.4 it does not have any outstanding debts other than those incurred in the ordinary course of business and which have been disclosed to Party A;
- 4.2.5 it will comply with all PRC law applicable to the acquisition of assets; and
- 4.2.6 there is no existing, pending or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest, its assets, or itself.

## 5. Further Warranties

The parties to the agreement agree to promptly execute documents reasonably requisite to the performance of the provisions and the aim of this Agreement or documents beneficial to it, and to take actions reasonably requisite to the performance of the provisions and the aim of this Agreement or actions beneficial to it.

## 6. Term

This Agreement shall take effect as of the Effective Date and shall remain in full force and effect until the earlier of (1) the date on which all of the Equity Interests have been acquired by Party A directly or through its Designated Person(s); or (2) the unilateral termination by Party A (at its sole and absolute discretion), by giving 30 days prior written notice to the Party B of its intention to terminate this Agreement.

## 7. Applicable Law and Dispute Resolution

- 7.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with PRC law.
- 7.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.
- 7.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be Beijing. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.

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## 8. Confidentiality

- 8.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all Confidential Information. Without the prior written consent of the other parties, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other parties immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation.
- 8.2 **Obligations upon Termination.** Upon termination of this Agreement, each party shall, at the request of the other parties, return any document, material, database, equipment, or software containing the Confidential Information to the other parties. If, for any reason, such document, material, database, equipment, or software cannot be returned, the parties shall destroy all the Confidential Information and delete the Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.

8.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive after the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

## 9. MISCELLANEOUS

9.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail, or telecopy, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10th day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4th day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by telecopy, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

Party A : Beijing Cheerbright Technologies Co., Ltd.

Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China

Tel : 86 10 59857001

Attn : Lu Min

---

Party B : Beijing Autohome Information Technology Co., Ltd.

Address : Room 1011-1015, F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China

Tel : +86-10-59857002

Attn : Lu Min

Party C : Beijing Shengtuo Autohome Advertising Co., Ltd.

Address : Room 1007-1009 ,F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China

Tel : 86-10-59857029

Attn : Lu Min

- 9.2 **Entire Agreement.** This Agreement, the Services Agreement, the Loan Agreement, the Equity Pledge Agreement, and the power of attorney from Party B in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.

- 9.3 **Amendment.** Without the prior written consent of Party A, neither of Party B or Party C of this Agreement shall be entitled to amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.
- 9.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of any party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 9.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 9.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
- 9.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B and Party C shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.

9.8 **Language and Counterparts.** This Agreement is prepared in 3 sets of originals in both English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.

---



IN WITNESS WHEREOF the parties hereof have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**Party A: Beijing Cheerbright Technologies Co., Ltd.**

Company Seal: (seal)

**Party B: Beijing Autohome Information Technology Co., Ltd.**

Company Seal: (seal)

**Party C: Beijing Shengtuo Autohome Advertising Co., Ltd.**

Company Seal: (seal)

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Equity Option Agreement

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**Equity Option Agreement**

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*among*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Beijing Autohome Information Technology Co., Ltd.**

*and*

**Beijing Shengtuo Chengshi Advertisement Co., Ltd.**

**September 30, 2016**

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THIS EQUITY OPTION AGREEMENT (**Agreement**) is entered into on September 30, 2016 in Beijing, People's Republic of China (**PRC**).

*by and among*

(1) **Beijing Cheerbright Technologies Co., Ltd.**, a liability limited company incorporated under the PRC laws with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (**Party A**);

*and*

(2) **Beijing Autohome Information Technology Co., Ltd.**, a company duly organized and existing under the PRC laws with its legal address at Room 1011-1015, F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (Party B).

*and*

(3) **Beijing Shengtuo Chengshi Advertisement Co., Ltd.**, with its registered address at Room 1006 ,F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China(Party C).

(individually a "**Party**" and collectively the "**Parties**")

#### **Recitals**

- A. Party B holds 100% of the equity interest in Party C.
- B. Party C is a domestic company lawfully existing in the PRC and engaged in the business of advertising agency.

C. On September 30, 2016, an Exclusive Technical Consulting and Services Agreement was entered into between Party A and Party C (**Services Agreement**), pursuant to which Party C will pay a service fee to Party A in consideration for services provided by Party A.

**NOW THEREFORE**, the parties agree as follows:

**1. Definitions And Interpretations**

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

<b>Designated Person(s)</b>	means 1 or more person(s) designated by Party A;
<b>Equity Interest</b>	means all of the equity interest held by Party B in Party C;
<b>Equity Pledge Agreement</b>	means the Equity Interest Pledge Agreement entered into by and among Party A and Party B, dated on September 30, 2016, under which Party B pledges to Party A Party B's Equity Interest in consideration for Party C's performance of its obligations under the Loan Agreement and Services Agreement;

<b>Notice of Purchase</b>	means the written notice sent by Party A to exercise the Purchase Right (as defined below), as set forth in Article 2.2;
<b>Person</b>	means a person, corporation, joint venture, partnership, enterprise, trust, or non-corporate entity;
<b>Purchase Right</b>	means an irrevocable right to purchase, at any time, all or part of the Equity Interest held by Party B at a price equivalent to the lowest price permitted by then-current PRC laws; and
<b>Security Interest</b>	means any third party's security, right or interest, any right to purchase Party B's equity interest in Party C, or any right of acquisition, right of set-off, or other security arrangement, including any security interest subject to this Agreement, the Equity Pledge Agreement or the Loan Agreement.

- 1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

**2. Purchase and Sale of Equity Interest**

- 2.1 **Authorization.** Party B hereby irrevocably grants Party A or its Designated Person(s) the Purchase Right for his Equity Interest.
- 2.2 **Procedures.** Upon Party A's decision to exercise such Purchase Right, it shall send a written Notice of Purchase to Party B setting forth details for the purchase.
- 2.3 **Exercise of Purchase Right.** Every time Party A exercises the Purchase Right:
- 2.3.1 Party B shall supervise and ensure other shareholders of Party C to convene a shareholders meeting, and pass a resolution to transfer the Equity Interest from Party B to Party A and/or the Designated Person;
  - 2.3.2 Party B shall, upon the terms and conditions of this Agreement and the Notice of Purchase, enter into all documents requested by Party A; and
  - 2.3.3 Party B and Party C shall execute all documents, acquire all approvals, and perform all actions necessary to transfer the valid ownership of the Equity Interest to Party A and/or the Designated Person.

2.4 **Method of Payment.** Upon exercise of the Purchase Right by Party A or its Designated Person(s), Party A shall make payment by cancelling all or a portion of the Loan, in the same proportion that Party A or its Designated Person(s) has acquired the Security Interest. In case PRC laws require Party A or its Designated Person(s) to pay to Party B, Party B shall immediately and unconditionally pay or transfer to Party A any proceeds in whatsoever form obtained from the Party A or its Designated Person(s) at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable to such a shareholder as a result of his receipt of such proceeds.

### 3. Undertakings

3.1 **Undertakings of Party C.** Party C hereby undertakes that:

- 3.1.1 it will maintain its corporate existence, operate its business, and transact affairs prudently and efficiently in accordance with good financial and commercial standards and practices;
- 3.1.2 without the prior written consent of Party A, it will not sell, assign, mortgage, or otherwise dispose of any legal or beneficiary rights to any of its assets, business, or revenues, or permit the creation of any other Security Interest over such rights at any time after the execution date of this Agreement;



- 3.1.3 without the prior written consent of Party A, it will not incur, assume, guarantee or allow the existence of any debts, except for those to which Party A has given its written consent;
- 3.1.4 it will always operate its business to maintain the value of its assets, and will not do anything which will affect its business situation nor the value of its assets;
- 3.1.5 without the prior written consent of Party A, it will not enter into any contract at an amount exceedingly higher or outside the ordinary business;
- 3.1.6 without the prior written consent of Party A, it will not provide any loan to any third party;
- 3.1.7 at the request of Party A, it will provide to Party A all information relating to its operation and financial conditions;
- 3.1.8 without the prior written consent of Party A, it will not be consolidated or merged with any third party, nor acquire or invest in any third party;
- 3.1.9 it will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to its assets, business, or revenues;
- 3.1.10 in order to maintain the ownership of all its assets, it will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, and conduct all necessary or appropriate defenses against all claims;

- 3.1.11 without the prior written consent of Party A, it will not in any form whatsoever allocate dividends to shareholders; and
- 3.1.12 if PRC law requires it to be dissolved or liquidated, it shall sell all of its assets to the extent permitted by PRC laws to Party A or another qualifying entity designated by Party A, at the lowest selling price permitted by applicable PRC law. 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 in partial satisfaction of the service fee under the Services Agreement or remitted to Party A or the qualifying entity designated by Party A, as applicable under then-current PRC laws.

3.2 **Undertakings of Party B.** Party B undertakes on his own behalf that:

- 3.2.1 without the prior written consent of Party A, he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any legal or beneficiary rights to the Equity Interest, or permit the creation of any other Security Interest over such rights at any time, except for the pledge under the Equity Pledge Agreement;

- 3.2.2 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the sale, assignment, mortgage, or other disposal of the legal or beneficiary rights of any shareholder or allowing the creation of any other Security Interest over such rights at the shareholders meeting of Party C;
- 3.2.3 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the consolidation or merger of Party C with any third party or the acquisition of or investment in any third party by Party C at the shareholders meeting of Party C;
- 3.2.4 he will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest;
- 3.2.5 at the request of Party A, he will cause the shareholders meeting of Party C to vote in favor of the transfer of the Equity Interest as contemplated hereunder;
- 3.2.6 in order to maintain his ownership of the Equity Interest, he will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, or conduct all necessary or appropriate defenses against all claims;
- 3.2.7 at the request of Party A, he will appoint the person nominated by Party A as the director of, or to hold any other position in, Party C;
- 3.2.8 at the request of Party A, he will immediately transfer the requested Equity Interest to the Designated Person(s);

- 3.2.9 he will strictly comply with the provisions of this Agreement and any other contracts entered into jointly or separately by the parties hereto, strictly perform the obligations under such contracts, and will not do anything which will affect the validity and enforceability of such contracts;
- 3.2.10 he 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, bonus, distribution or dividend from Party C, he shall, as permitted under PRC laws, immediately pay or transfer such profit, bonus, distribution or dividend to Party A or to any party designated by Party A in order to 1) first, to repay in part the Loan payable under the Loan Agreement; and 2) then, if there is any profit, bonus, distribution or dividend amount remaining, to pay in part the service fee under the Services Agreement on behalf of Party C; and
- 3.2.11 after mandatory liquidation described in 3.1.12 above, 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 PRC law, he will remit the proceeds to Party A or its Designated Person(s) in a manner permitted under PRC law

#### 4. Representations and Warranties

- 4.1 **Representations and Warranties of Party B.** Party B hereby represents and warrants on his own behalf to Party A that as of the date of this Agreement:
- 4.1.1 he has the power and right to sign, deliver, and perform his obligations under this Agreement, and that the said documents shall constitute his legal, valid, and binding obligations enforceable in accordance with their terms;
  - 4.1.2 the execution and delivery of this Agreement or any other contracts, and the performance of his obligations thereunder, will not violate PRC law, breach or result in a default of any contract or instrument to which he is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon; and
  - 4.1.3 he is the lawful owner of the Equity Interest held by himself and has not created any Security Interest over such Equity Interest other than the Equity Pledge Agreement.
- 4.2 **Representations and Warranties of Party C. Party C represents and warrants to Party A that:**
- 4.2.1 it has the power and right to sign, deliver, and perform its obligations under this Agreement, and said documents shall constitute its legal, valid, and binding obligations enforceable in accordance with their terms;

- 4.2.2 the execution and delivery, of this Agreement or any other contracts, and the performance of its obligations thereunder, will not violate PRC law, conflict with its Articles of Association or other constituent documents, breach or result in a default of any contract or instrument to which it is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon;
- 4.2.3 it is the lawful owner of its assets, and has not created any Security Interest over such assets;
- 4.2.4 it does not have any outstanding debts other than those incurred in the ordinary course of business and which have been disclosed to Party A;
- 4.2.5 it will comply with all PRC law applicable to the acquisition of assets; and
- 4.2.6 there is no existing, pending or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest, its assets, or itself.

## 5. Further Warranties

The parties to the agreement agree to promptly execute documents reasonably requisite to the performance of the provisions and the aim of this Agreement or documents beneficial to it, and to take actions reasonably requisite to the performance of the provisions and the aim of this Agreement or actions beneficial to it.

## 6. Term

This Agreement shall take effect as of the Effective Date and shall remain in full force and effect until the earlier of (1) the date on which all of the Equity Interests have been acquired by Party A directly or through its Designated Person(s); or (2) the unilateral termination by Party A (at its sole and absolute discretion), by giving 30 days prior written notice to the Party B of its intention to terminate this Agreement.

## 7. Applicable Law and Dispute Resolution

- 7.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with PRC law.
- 7.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.
- 7.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be Beijing. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.

## 8. Confidentiality

- 8.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all Confidential Information. Without the prior written consent of the other parties, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other parties immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation.
- 8.2 **Obligations upon Termination.** Upon termination of this Agreement, each party shall, at the request of the other parties, return any document, material, database, equipment, or software containing the Confidential Information to the other parties. If, for any reason, such document, material, database, equipment, or software cannot be returned, the parties shall destroy all the Confidential Information and delete the Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.



8.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive after the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

## 9. MISCELLANEOUS

9.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail, or telecopy, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10th day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4th day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by telecopy, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

Party A : Beijing Cheerbright Technologies Co., Ltd.

Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China

Tel : 86 10 59857001

Attn : Lu Min

---

Party B : Beijing Autohome Information Technology Co., Ltd.

Address : Room 1011-1015, F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China

Tel : +86-10-59857002

Attn : Lu Min

Party C : Beijing Shengtuo Chengshi Advertisement Co., Ltd.

Address : Room 1006 ,F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China

Tel : 86-10- 59857002

Attn : Lu Min

- 9.2 **Entire Agreement.** This Agreement, the Services Agreement, the Loan Agreement, the Equity Pledge Agreement, and the power of attorney from Party B in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.

- 9.3 **Amendment.** Without the prior written consent of Party A, neither of Party B or Party C of this Agreement shall be entitled to amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.
- 9.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of any party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 9.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 9.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
- 9.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B and Party C shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.

9.8 **Language and Counterparts.** This Agreement is prepared in 3 sets of originals in both English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.

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IN WITNESS WHEREOF the parties hereof have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**Party A: Beijing Cheerbright Technologies Co., Ltd.**

Company Seal: (seal)

**Party B: Beijing Autohome Information Technology Co., Ltd.**

Company Seal: (seal)

**Party C: Beijing Shengtuo Chengshi Advertisement Co., Ltd.**

Company Seal; (seal)

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Equity Option Agreement

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**Equity Option Agreement**

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*among*

**Beijing Chezhiying Technologies Co., Ltd.**

*and*

**Beijing Shengtuo Hongyuan Information Technology Co., Ltd.**

*and*

**Beijing Autohome Used Car Appraisal Co., Ltd.**

**September 30, 2016**

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THIS EQUITY OPTION AGREEMENT (**Agreement**) is entered into on September 30, 2016 in Beijing, People's Republic of China (**PRC**).

*by and among*

(1) Beijing Chezhiying Technologies Co., Ltd., a liability limited company incorporated under the PRC laws with its registered address at Room 1117, F/11, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (Party A);

*and*

(2) Beijing Shengtuo Hongyuan Information Technology Co., Ltd., a company duly organized and existing under the PRC laws with its legal address at Room 1005, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (Party B).

*and*

(3) Beijing Autohome Used Car Appraisal Co., Ltd, a company duly organized and existing under the PRC laws with its legal address at Room 201, West 35 Gu Cheng Xi Street, Shijingshan District, Beijing, China (Party C)

(individually a "**Party**" and collectively the "**Parties**")

**Recitals**

A. Party B holds 100% of the equity interest in Party C.



- B. Party C is a domestic company duly incorporated and validly existing under the laws of the PRC, which engages in the business of used car appraisal services.
- C. On September 30, 2016, an Exclusive Technical Consulting and Services Agreement was entered into between Party A and Party C (**Services Agreement**), pursuant to which Party C will pay a service fee to Party A in consideration for services provided by Party A.

**NOW THEREFORE**, the parties agree as follows:

**1. Definitions And Interpretations**

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

- Designated Person(s)** means 1 or more person(s) designated by Party A;
- Equity Interest** means all of the equity interest held by Party B in Party C;
- Equity Pledge Agreement** means the Equity Interest Pledge Agreement entered into by and among Party A and Party B, dated on September 30, 2016, under which Party B pledges to Party A Party B's Equity Interest in consideration for Party C's performance of its obligations under the Loan Agreement and Services Agreement;

<b>Notice of Purchase</b>	means the written notice sent by Party A to exercise the Purchase Right (as defined below), as set forth in Article 2.2;
<b>Person</b>	means a person, corporation, joint venture, partnership, enterprise, trust, or non-corporate entity;
<b>Purchase Right</b>	means an irrevocable right to purchase, at any time, all or part of the Equity Interest held by Party B at a price equivalent to the lowest price permitted by then-current PRC laws; and
<b>Security Interest</b>	means any third party's security, right or interest, any right to purchase Party B's equity interest in Party C, or any right of acquisition, right of set-off, or other security arrangement, including any security interest subject to this Agreement, the Equity Pledge Agreement or the Loan Agreement.

- 1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

2. **Purchase and Sale of Equity Interest**

- 2.1 **Authorization.** Party B hereby irrevocably grants Party A or its Designated Person(s) the Purchase Right for his Equity Interest.
- 2.2 **Procedures.** Upon Party A's decision to exercise such Purchase Right, it shall send a written Notice of Purchase to Party B setting forth details for the purchase.
- 2.3 **Exercise of Purchase Right.** Every time Party A exercises the Purchase Right:
- 2.3.1 Party B shall supervise and ensure other shareholders of Party C to convene a shareholders meeting, and pass a resolution to transfer the Equity Interest from Party B to Party A and/or the Designated Person;
- 2.3.2 Party B shall, upon the terms and conditions of this Agreement and the Notice of Purchase, enter into all documents requested by Party A; and

2.3.3 Party B and Party C shall execute all documents, acquire all approvals, and perform all actions necessary to transfer the valid ownership of the Equity Interest to Party A and/or the Designated Person.

2.4 **Method of Payment.** Upon exercise of the Purchase Right by Party A or its Designated Person(s), Party A shall make payment by cancelling all or a portion of the Loan, in the same proportion that Party A or its Designated Person(s) has acquired the Security Interest. In case PRC laws require Party A or its Designated Person(s) to pay to Party B, Party B shall immediately and unconditionally pay or transfer to Party A any proceeds in whatsoever form obtained from the Party A or its Designated Person(s) at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable to such a shareholder as a result of his receipt of such proceeds.

### 3. Undertakings

3.1 **Undertakings of Party C.** Party C hereby undertakes that:

3.1.1 it will maintain its corporate existence, operate its business, and transact affairs prudently and efficiently in accordance with good financial and commercial standards and practices;

- 3.1.2 without the prior written consent of Party A, it will not sell, assign, mortgage, or otherwise dispose of any legal or beneficiary rights to any of its assets, business, or revenues, or permit the creation of any other Security Interest over such rights at any time after the execution date of this Agreement;
- 3.1.3 without the prior written consent of Party A, it will not incur, assume, guarantee or allow the existence of any debts, except for those to which Party A has given its written consent;
- 3.1.4 it will always operate its business to maintain the value of its assets, and will not do anything which will affect its business situation nor the value of its assets;
- 3.1.5 without the prior written consent of Party A, it will not enter into any contract at an amount exceedingly higher or outside the ordinary business;
- 3.1.6 without the prior written consent of Party A, it will not provide any loan to any third party;
- 3.1.7 at the request of Party A, it will provide to Party A all information relating to its operation and financial conditions;
- 3.1.8 without the prior written consent of Party A, it will not be consolidated or merged with any third party, nor acquire or invest in any third party;

- 3.1.9 it will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to its assets, business, or revenues;
- 3.1.10 in order to maintain the ownership of all its assets, it will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, and conduct all necessary or appropriate defenses against all claims;
- 3.1.11 without the prior written consent of Party A, it will not in any form whatsoever allocate dividends to shareholders; and
- 3.1.12 if PRC law requires it to be dissolved or liquidated, it shall sell all of its assets to the extent permitted by PRC laws to Party A or another qualifying entity designated by Party A, at the lowest selling price permitted by applicable PRC law. 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 in partial satisfaction of the service fee under the Services Agreement or remitted to Party A or the qualifying entity designated by Party A, as applicable under then-current PRC laws.

3.2 **Undertakings of Party B.** Party B undertakes on his own behalf that:

- 3.2.1 without the prior written consent of Party A, he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any legal or beneficiary rights to the Equity Interest, or permit the creation of any other Security Interest over such rights at any time, except for the pledge under the Equity Pledge Agreement;
- 3.2.2 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the sale, assignment, mortgage, or other disposal of the legal or beneficiary rights of any shareholder or allowing the creation of any other Security Interest over such rights at the shareholders meeting of Party C;
- 3.2.3 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the consolidation or merger of Party C with any third party or the acquisition of or investment in any third party by Party C at the shareholders meeting of Party C;
- 3.2.4 he will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest;
- 3.2.5 at the request of Party A, he will cause the shareholders meeting of Party C to vote in favor of the transfer of the Equity Interest as contemplated hereunder;
- 3.2.6 in order to maintain his ownership of the Equity Interest, he will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, or conduct all necessary or appropriate defenses against all claims;

- 3.2.7 at the request of Party A, he will appoint the person nominated by Party A as the director of, or to hold any other position in, Party C;
- 3.2.8 at the request of Party A, he will immediately transfer the requested Equity Interest to the Designated Person(s);
- 3.2.9 he will strictly comply with the provisions of this Agreement and any other contracts entered into jointly or separately by the parties hereto, strictly perform the obligations under such contracts, and will not do anything which will affect the validity and enforceability of such contracts;
- 3.2.10 he 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, bonus, distribution or dividend from Party C, he shall, as permitted under PRC laws, immediately pay or transfer such profit, bonus, distribution or dividend to Party A or to any party designated by Party A in order to 1) first, to repay in part the Loan payable under the Loan Agreement; and 2) then, if there is any profit, bonus, distribution or dividend amount remaining, to pay in part the service fee under the Services Agreement on behalf of Party C; and



- 3.2.11 after mandatory liquidation described in 3.1.12 above, 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 PRC law, he will remit the proceeds to Party A or its Designated Person(s) in a manner permitted under PRC law

#### 4. Representations and Warranties

- 4.1 **Representations and Warranties of Party B.** Party B hereby represents and warrants on his own behalf to Party A that as of the date of this Agreement:
- 4.1.1 he has the power and right to sign, deliver, and perform his obligations under this Agreement, and that the said documents shall constitute his legal, valid, and binding obligations enforceable in accordance with their terms;
- 4.1.2 the execution and delivery of this Agreement or any other contracts, and the performance of his obligations thereunder, will not violate PRC law, breach or result in a default of any contract or instrument to which he is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon; and
- 4.1.3 he is the lawful owner of the Equity Interest held by himself and has not created any Security Interest over such Equity Interest other than the Equity Pledge Agreement.

4.2 **Representations and Warranties of Party C. Party C represents and warrants to Party A that:**

- 4.2.1 it has the power and right to sign, deliver, and perform its obligations under this Agreement, and said documents shall constitute its legal, valid, and binding obligations enforceable in accordance with their terms;
- 4.2.2 the execution and delivery, of this Agreement or any other contracts, and the performance of its obligations thereunder, will not violate PRC law, conflict with its Articles of Association or other constituent documents, breach or result in a default of any contract or instrument to which it is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon;
- 4.2.3 it is the lawful owner of its assets, and has not created any Security Interest over such assets;
- 4.2.4 it does not have any outstanding debts other than those incurred in the ordinary course of business and which have been disclosed to Party A;
- 4.2.5 it will comply with all PRC law applicable to the acquisition of assets; and

4.2.6 there is no existing, pending or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest, its assets, or itself.

## 5. Further Warranties

The parties to the agreement agree to promptly execute documents reasonably requisite to the performance of the provisions and the aim of this Agreement or documents beneficial to it, and to take actions reasonably requisite to the performance of the provisions and the aim of this Agreement or actions beneficial to it.

## 6. Term

This Agreement shall take effect as of the Effective Date and shall remain in full force and effect until the earlier of (1) the date on which all of the Equity Interests have been acquired by Party A directly or through its Designated Person(s); or (2) the unilateral termination by Party A (at its sole and absolute discretion), by giving 30 days prior written notice to the Party B of its intention to terminate this Agreement.

## 7. Applicable Law and Dispute Resolution

7.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with PRC law.

- 7.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.
- 7.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be Beijing. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.

## 8. Confidentiality

- 8.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all Confidential Information. Without the prior written consent of the other parties, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other parties immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation.

- 8.2 **Obligations upon Termination.** Upon termination of this Agreement, each party shall, at the request of the other parties, return any document, material, database, equipment, or software containing the Confidential Information to the other parties. If, for any reason, such document, material, database, equipment, or software cannot be returned, the parties shall destroy all the Confidential Information and delete the Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.
- 8.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive after the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

## 9. MISCELLANEOUS

9.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail, or telecopy, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10th day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4th day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by telecopy, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

Party A: Beijing Chezhiying Technologies Co., Ltd.

Address: Room 1117,F/11, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China

Tel: +86 10 59857001

Attn: Lu Min

Party B: Beijing Shengtuo Hongyuan Information Technology Co., Ltd.

Address: Room 1005, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China

Tel: +86-10-59857000

Attn: Lu Min

Party C Beijing Autohome Used Car Appraisal Co.,Ltd

Address: Room 201, West 35 Gu Cheng Xi Street,Shijingshan District, Beijing 100080, China

Tel: 86-10-59857002

Attn: Lu Min

- 9.2 **Entire Agreement.** This Agreement, the Services Agreement, the Loan Agreement, the Equity Pledge Agreement, and the power of attorney from Party B in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- 9.3 **Amendment.** Without the prior written consent of Party A, neither of Party B or Party C of this Agreement shall be entitled to amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.
- 9.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of any party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 9.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.

- 9.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
- 9.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B and Party C shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.
- 9.8 **Language and Counterparts.** This Agreement is prepared in 3 sets of originals in both English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.



IN WITNESS WHEREOF the parties hereof have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**Party A: Beijing Chezhiying Technologies Co., Ltd.**

Company Seal: (seal)

**Party B: Beijing Shengtuo Hongyuan Information Technology Co., Ltd.**

Company Seal: (seal)

**Party C: Beijing Autohome Used Car Appraisal Co., Ltd.**

Company Seal: (seal)

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**Equity Option Agreement**

---

*among*

**Beijing Chezhiying Technologies Co., Ltd.**

*and*

**Beijing Shengtuo Hongyuan Information Technology Co., Ltd.**

*and*

**Beijing Autohome Used Car Brokerage Co., Ltd.**

**September 30, 2016**

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THIS EQUITY OPTION AGREEMENT (**Agreement**) is entered into on September 30, 2016 in Beijing, People's Republic of China (**PRC**).

*by and among*

(1) Beijing Chezhiying Technologies Co., Ltd., a liability limited company incorporated under the PRC laws with its registered address at Room1117, F/11, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (Party A);

*and*

(2) Beijing Shengtuo Hongyuan Information Technology Co., Ltd., a company duly organized and existing under the PRC laws with its legal address at Room 1005, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China (Party B).

*and*

(3) Beijing Autohome Used Car Appraisal Co.,Ltd, a company duly organized and existing under the PRC laws with its legal address at Room 201, West 35 Gu Cheng Xi Street, Shijingshan District, Beijing, China (Party C)

(individually a "**Party**" and collectively the "**Parties**")

**Recitals**

- A. Party B holds 100% of the equity interest in Party C.
- B. Party C is a domestic company duly incorporated and validly existing under the laws of the PRC, which engages in the business of used car appraisal services.

C. On September 30, 2016, an Exclusive Technical Consulting and Services Agreement was entered into between Party A and Party C (**Services Agreement**), pursuant to which Party C will pay a service fee to Party A in consideration for services provided by Party A.

**NOW THEREFORE**, the parties agree as follows:

**1. Definitions And Interpretations**

1.1 **Definitions.** Unless otherwise provided in this Agreement, the following terms shall have the meanings set forth below:

<b>Designated Person(s)</b>	means 1 or more person(s) designated by Party A;
<b>Equity Interest</b>	means all of the equity interest held by Party B in Party C;
<b>Equity Pledge Agreement</b>	means the Equity Interest Pledge Agreement entered into by and among Party A and Party B, dated on September 30, 2016, under which Party B pledges to Party A Party B's Equity Interest in consideration for Party C's performance of its obligations under the Loan Agreement and Services Agreement;

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<b>Notice of Purchase</b>	means the written notice sent by Party A to exercise the Purchase Right (as defined below), as set forth in Article 2.2;
<b>Person</b>	means a person, corporation, joint venture, partnership, enterprise, trust, or non-corporate entity;
<b>Purchase Right</b>	means an irrevocable right to purchase, at any time, all or part of the Equity Interest held by Party B at a price equivalent to the lowest price permitted by then-current PRC laws; and
<b>Security Interest</b>	means any third party's security, right or interest, any right to purchase Party B's equity interest in Party C, or any right of acquisition, right of set-off, or other security arrangement, including any security interest subject to this Agreement, the Equity Pledge Agreement or the Loan Agreement.

- 1.2 **Interpretations.** All headings used are for reference purposes only and do not affect the meaning or interpretation of any provision. The use of the plural shall include the use of the singular, and vice versa. Unless otherwise indicated, a reference to a day, month or year is to a calendar day, month or year. The use of the masculine shall include the use of the feminine, and vice versa.

2. **Purchase and Sale of Equity Interest**

- 2.1 **Authorization.** Party B hereby irrevocably grants Party A or its Designated Person(s) the Purchase Right for his Equity Interest.
- 2.2 **Procedures.** Upon Party A's decision to exercise such Purchase Right, it shall send a written Notice of Purchase to Party B setting forth details for the purchase.
- 2.3 **Exercise of Purchase Right.** Every time Party A exercises the Purchase Right:
- 2.3.1 Party B shall supervise and ensure other shareholders of Party C to convene a shareholders meeting, and pass a resolution to transfer the Equity Interest from Party B to Party A and/or the Designated Person;
- 2.3.2 Party B shall, upon the terms and conditions of this Agreement and the Notice of Purchase, enter into all documents requested by Party A; and

2.3.3 Party B and Party C shall execute all documents, acquire all approvals, and perform all actions necessary to transfer the valid ownership of the Equity Interest to Party A and/or the Designated Person.

2.4 **Method of Payment.** Upon exercise of the Purchase Right by Party A or its Designated Person(s), Party A shall make payment by cancelling all or a portion of the Loan, in the same proportion that Party A or its Designated Person(s) has acquired the Security Interest. In case PRC laws require Party A or its Designated Person(s) to pay to Party B, Party B shall immediately and unconditionally pay or transfer to Party A any proceeds in whatsoever form obtained from the Party A or its Designated Person(s) at the time such payables arise, after having deducted and paid any and all relevant taxes and expenses applicable to such a shareholder as a result of his receipt of such proceeds.

### 3. Undertakings

3.1 **Undertakings of Party C.** Party C hereby undertakes that:

3.1.1 it will maintain its corporate existence, operate its business, and transact affairs prudently and efficiently in accordance with good financial and commercial standards and practices;



- 3.1.2 without the prior written consent of Party A, it will not sell, assign, mortgage, or otherwise dispose of any legal or beneficiary rights to any of its assets, business, or revenues, or permit the creation of any other Security Interest over such rights at any time after the execution date of this Agreement;
- 3.1.3 without the prior written consent of Party A, it will not incur, assume, guarantee or allow the existence of any debts, except for those to which Party A has given its written consent;
- 3.1.4 it will always operate its business to maintain the value of its assets, and will not do anything which will affect its business situation nor the value of its assets;
- 3.1.5 without the prior written consent of Party A, it will not enter into any contract at an amount exceedingly higher or outside the ordinary business;
- 3.1.6 without the prior written consent of Party A, it will not provide any loan to any third party;
- 3.1.7 at the request of Party A, it will provide to Party A all information relating to its operation and financial conditions;
- 3.1.8 without the prior written consent of Party A, it will not be consolidated or merged with any third party, nor acquire or invest in any third party;

- 3.1.9 it will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to its assets, business, or revenues;
- 3.1.10 in order to maintain the ownership of all its assets, it will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, and conduct all necessary or appropriate defenses against all claims;
- 3.1.11 without the prior written consent of Party A, it will not in any form whatsoever allocate dividends to shareholders; and
- 3.1.12 if PRC law requires it to be dissolved or liquidated, it shall sell all of its assets to the extent permitted by PRC laws to Party A or another qualifying entity designated by Party A, at the lowest selling price permitted by applicable PRC law. 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 in partial satisfaction of the service fee under the Services Agreement or remitted to Party A or the qualifying entity designated by Party A, as applicable under then-current PRC laws.

3.2 **Undertakings of Party B.** Party B undertakes on his own behalf that:

- 3.2.1 without the prior written consent of Party A, he will not sell, transfer, mortgage, pledge, grant any option rights or otherwise dispose of any legal or beneficiary rights to the Equity Interest, or permit the creation of any other Security Interest over such rights at any time, except for the pledge under the Equity Pledge Agreement;

- 3.2.2 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the sale, assignment, mortgage, or other disposal of the legal or beneficiary rights of any shareholder or allowing the creation of any other Security Interest over such rights at the shareholders meeting of Party C;
- 3.2.3 without the prior written consent of Party A, he will not vote in favor of, endorse, or sign any shareholders resolution approving the consolidation or merger of Party C with any third party or the acquisition of or investment in any third party by Party C at the shareholders meeting of Party C;
- 3.2.4 he will promptly inform Party A of any existing or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest;
- 3.2.5 at the request of Party A, he will cause the shareholders meeting of Party C to vote in favor of the transfer of the Equity Interest as contemplated hereunder;
- 3.2.6 in order to maintain his ownership of the Equity Interest, he will execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate charges, or conduct all necessary or appropriate defenses against all claims;

- 3.2.7 at the request of Party A, he will appoint the person nominated by Party A as the director of, or to hold any other position in, Party C;
- 3.2.8 at the request of Party A, he will immediately transfer the requested Equity Interest to the Designated Person(s);
- 3.2.9 he will strictly comply with the provisions of this Agreement and any other contracts entered into jointly or separately by the parties hereto, strictly perform the obligations under such contracts, and will not do anything which will affect the validity and enforceability of such contracts;
- 3.2.10 he 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, bonus, distribution or dividend from Party C, he shall, as permitted under PRC laws, immediately pay or transfer such profit, bonus, distribution or dividend to Party A or to any party designated by Party A in order to 1) first, to repay in part the Loan payable under the Loan Agreement; and 2) then, if there is any profit, bonus, distribution or dividend amount remaining, to pay in part the service fee under the Services Agreement on behalf of Party C; and

- 3.2.11 after mandatory liquidation described in 3.1.12 above, 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 PRC law, he will remit the proceeds to Party A or its Designated Person(s) in a manner permitted under PRC law

#### 4. Representations and Warranties

- 4.1 **Representations and Warranties of Party B.** Party B hereby represents and warrants on his own behalf to Party A that as of the date of this Agreement:
- 4.1.1 he has the power and right to sign, deliver, and perform his obligations under this Agreement, and that the said documents shall constitute his legal, valid, and binding obligations enforceable in accordance with their terms;
- 4.1.2 the execution and delivery of this Agreement or any other contracts, and the performance of his obligations thereunder, will not violate PRC law, breach or result in a default of any contract or instrument to which he is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon; and

4.1.3 he is the lawful owner of the Equity Interest held by himself and has not created any Security Interest over such Equity Interest other than the Equity Pledge Agreement.

4.2 **Representations and Warranties of Party C. Party C represents and warrants to Party A that:**

4.2.1 it has the power and right to sign, deliver, and perform its obligations under this Agreement, and said documents shall constitute its legal, valid, and binding obligations enforceable in accordance with their terms;

4.2.2 the execution and delivery, of this Agreement or any other contracts, and the performance of its obligations thereunder, will not violate PRC law, conflict with its Articles of Association or other constituent documents, breach or result in a default of any contract or instrument to which it is subject, or result in a breach, suspension, or revocation of any grant, license, or approval or result in the imposition of any additional conditions being imposed thereon;

4.2.3 it is the lawful owner of its assets, and has not created any Security Interest over such assets;

4.2.4 it does not have any outstanding debts other than those incurred in the ordinary course of business and which have been disclosed to Party A;

4.2.5 it will comply with all PRC law applicable to the acquisition of assets; and

- 4.2.6 there is no existing, pending or threatened litigation, arbitration, or administrative proceedings relating to the Equity Interest, its assets, or itself.

**5. Further Warranties**

The parties to the agreement agree to promptly execute documents reasonably requisite to the performance of the provisions and the aim of this Agreement or documents beneficial to it, and to take actions reasonably requisite to the performance of the provisions and the aim of this Agreement or actions beneficial to it.

**6. Term**

This Agreement shall take effect as of the Effective Date and shall remain in full force and effect until the earlier of (1) the date on which all of the Equity Interests have been acquired by Party A directly or through its Designated Person(s); or (2) the unilateral termination by Party A (at its sole and absolute discretion), by giving 30 days prior written notice to the Party B of its intention to terminate this Agreement.

**7. Applicable Law and Dispute Resolution**

- 7.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with PRC law.

- 7.2 **Consultation and Mediation.** If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.
- 7.3 **Arbitration.** Any dispute, controversy or claim arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (**CIETAC**) for arbitration, which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The place of arbitration shall be Beijing. The language of the arbitration shall be Chinese. The tribunal shall consist of 3 arbitrators. The arbitral award is final and binding upon the parties. The cost of arbitration shall be allocated as determined by the arbitrators.

## 8. Confidentiality

- 8.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all Confidential Information. Without the prior written consent of the other parties, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other parties immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation.



- 8.2 **Obligations upon Termination.** Upon termination of this Agreement, each party shall, at the request of the other parties, return any document, material, database, equipment, or software containing the Confidential Information to the other parties. If, for any reason, such document, material, database, equipment, or software cannot be returned, the parties shall destroy all the Confidential Information and delete the Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.
- 8.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive after the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

**9. MISCELLANEOUS**

9.1 **Notices.** All notices or other communications sent by either party shall be written in English or Chinese, and delivered in person, by mail, or teletype, to the other party at the following addresses. The date at which the communication shall be deemed to be duly given or made shall be confirmed as follows: (a) for notices delivered in person, the date of delivery shall be deemed as having been duly given or made; (b) for notices delivered by mail, the 10th day of the delivery date of air certified mail with postage prepaid (as shown on stamp) or the 4th day of the delivery date to an internationally certified delivery institution shall be deemed as having been duly given or made; and (c) for notices by teletype, the receipt date showed on the delivery confirming paper of the relevant document shall be deemed as having been duly given or made.

Party A: Beijing Chezhiying Technologies Co., Ltd.  
Address: Room 1117, F/11, Tower B, No. 3, Danling Street,  
Haidian District, Beijing 100080, China  
Tel: +86 10 59857001  
Attn: Lu Min

Party B: Beijing Shengtuo Hongyuan Information  
Technology Co., Ltd.  
Address: Room 1005, Tower B, No. 3, Danling Street,  
Haidian District, Beijing 100080, China  
Tel: +86-10-59857000  
Attn: Lu Min

Party C: Beijing Autohome Used Car Brokerage Co., Ltd.  
Address: No.101 Oudebao Vehicles Trading Market,  
Huilongguan, Changping District, Beijing, China  
Tel: 86-10-59857002  
Attn: Lu Min

- 9.2 **Entire Agreement.** This Agreement, the Services Agreement, the Loan Agreement, the Equity Pledge Agreement, and the power of attorney from Party B in favor of Party A shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- 9.3 **Amendment.** Without the prior written consent of Party A, neither of Party B or Party C of this Agreement shall be entitled to amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.
- 9.4 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of any party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.
- 9.5 **Severability.** The provisions of this agreement are severable from each other. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.

- 9.6 **Successors.** This Agreement shall be valid and binding on the parties, their successors and permitted assigns.
- 9.7 **Assignment.** Party A may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of Party A as if the transferee or assignee is Party A hereunder. When Party A transfers or assigns the rights and obligations under this Agreement, at the request of Party A, Party B shall execute the relevant agreements and/or documents with respect to such transfer or assignment. Party B and Party C shall not assign any of its rights or obligations hereunder without the prior written consent of the Party A.
- 9.8 **Language and Counterparts.** This Agreement is prepared in 3 sets of originals in both English and Chinese. Each party shall hold 1 set. Chinese articles shall prevail over English articles in case of any inconsistency.

IN WITNESS WHEREOF the parties hereof have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**Party A: Beijing Chezhiying Technologies Co., Ltd.**

Company Seal: (seal)

**Party B: Beijing Shengtuo Hongyuan Information Technology Co., Ltd.**

Company Seal: (seal)

**Party C: Beijing Autohome Used Car Brokerage Co., Ltd.**

Company Seal: (seal)

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**Equity Interest Pledge Agreement**

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*between*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Lu Min**

**Date: March 25, 2017**

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This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated on March 25, 2017 by and among the following parties:

**PLEDGEE: Beijing Cheerbright Technologies Co., Ltd.**, a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China.

*and*

**PLEDGOR: Lu Min**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou.

(individually a “**Party**” and collectively the “**Parties**”)

**WHEREAS:**

- A. Pledgor is a PRC citizen, and holds 50% of the equity interest of Beijing Autohome Information Technology Co., Ltd. (“Autohome Information”).
- B. Autohome Information is a limited liability company registered in Beijing, which engages in the business of Internet information services and operates the website [www.autohome.com.cn](http://www.autohome.com.cn).



- C. The Pledgor and the Pledgee entered into a Loan Agreement (“**Loan Agreement**”) on March 25, 2017, pursuant to which the Pledgee extended a loan in the amount of RMB 5,000,000 (the “**Loan**”) to the Pledgor.
- D. The Pledgee, a wholly foreign-owned company registered in Beijing, PRC, and has been licensed by the relevant PRC government authority to carry on the business of technology-related research and development, website design, transfer of technology, technology training and consulting, and the sale of its own products. The Pledgee and Autohome Information entered into an Exclusive Technical and Consulting Services Agreement on March 25, 2017, pursuant to which Autohome Information is required to pay service fees (the “**Service Fees**”) to the Pledgee in consideration for the corresponding services to be provided by the Pledgee (the “**Services Agreement**”).
- E. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Equity Option Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) at any time upon satisfaction of various requirements under PRC law (the “**Option Agreement**”).

F. In order to ensure that (i) the Pledgor repay the Loan under the Loan Agreement; (ii) the Pledgee collects Service Fees under the Services Agreement from Autohome Information, (iii) the Pledgor's other obligations under the Option Agreement are fulfilled, and (iv) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or Autohome Information, arising under or in relation to the Services Agreement or the Loan Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or Autohome Information under the Loan Agreement or the Services Agreement (as applicable), are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below.) i.e. the 50% equity interest of Autohome Information, equivalent to a contribution of RMB5,000,000, to the Pledgee as security for the above-mentioned obligations of the Pledgor and Autohome Information (collectively, the "**Secured Obligations**").

In order to set forth each Party's rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

**1. Definitions**

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

- 1.1 "**Pledge**" means the full content of Section 2 hereunder.
- 1.2 "**Equity Interest**" means all the equity interests in Autohome Information held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in Autohome Information acquired by such Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 50% equity interest (equivalent to a contribution of RMB5,000,000) in Autohome Information.
- 1.3 "**Event of Default**" means any event in accordance with Section 6 hereunder.
- 1.4 "**Notice of Default**" means the notice of default issued by the Pledgee in accordance with this Agreement.

1.5 **“Effective Date”** This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.

## 2. **Pledge**

2.1 The Pledgor hereby pledges, and if required, transfers and assigns the Equity Interest to the Pledgee as security for all of the Secured Obligations (the **“Pledge”**) of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that he has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in Autohome Information which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in Autohome Information, and all proceeds of the foregoing (collectively, the **“Pledged Collateral”**).

2.1.1 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 Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB 5,000,000.00 (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 Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.

2.1.2 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) any or all of the Loan Agreement, Services Agreement or the Option Agreements expires or is terminated pursuant to the stipulations thereunder;
- (b) the occurrence of an Event of Default pursuant to Section 6 that is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 6.3;
- (c) the Pledgee reasonably determines (having made due enquiries) that any of the Pledgor and/or Autohome Information 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.

- 2.2 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 7.
- 2.3 The Pledgee is entitled to collect any and all dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

**3. Effectiveness of Pledge, Scope and Term**

- 3.1 The Pledgor shall, immediately after the execution of this Agreement, register this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the “AIC”). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.
- 3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (a) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable) or (b) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full or (c) the Pledgor completes her transfer of the Equity Interest to another party (individual or legal entity) pursuant to the Option Agreement and no longer holds any equity interest in Autohome Information (the “Term of the Pledge”).

**4. Representations and Warranties of the Pledgor**

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

- 4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in his name, and is entitled to create a pledge on such Equity Interest.
- 4.2 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.
- 4.3 The Pledgee shall be entitled to dispose or assign the Pledge in accordance with the relevant laws and this Agreement.
- 4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The Pledgor who signs this Agreement is lawfully and effectively authorized.
- 4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.

- 4.6 There are no outstanding taxes, fees or undecided legal procedures related to the Equity Interest as of the date of this Agreement.
- 4.7 Each stipulation hereunder is the expression of each Party's true intention and shall be binding upon all the Parties.

5. **Covenants of the Pledgor**

- 5.1 The Pledgor covenants to the Pledgee that he shall:
- 5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest that has been registered in his name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;
- 5.1.2 comply with and implement laws and regulations with respect to the pledge of rights, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and

- 5.1.3 timely notify the Pledgee of any event or any received notice (i) which may affect the Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's covenants or obligations under this Agreement or (iii) which may affect the Pledgor's performance of his obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.
- 5.2 The Pledgor covenants that the Pledgee's right of exercising the Pledge under this Agreement shall not be suspended or hampered by the Pledgor or any successor of the Pledgor or any person authorized by the Pledgor.
- 5.3 The Pledgor jointly and severally covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration and de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.
- 5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notice and take or cause to be taken any other action as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the AIC registration set forth in Section 3.1.
- 5.5 The Pledgor covenants to the Pledgee that he will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee for such Pledgor's failure to perform or fully perform his guarantees, covenants, agreements, representations or conditions.



**6. Events of Default**

- 6.1 Each of the following shall constitute an Event of Default:
- 6.1.1 Autohome Information or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Services Agreement, Loan Agreement or Option Agreement, or an event of default as defined and stipulated in those agreements has occurred and is continuing;
  - 6.1.2 the Pledgor makes or has made any inaccurate, incomplete, misleading or untrue representation or warranty under Section 4, or is in violation or breach of any of the representations and warranties under Section 4;
  - 6.1.3 the Pledgor breaches any of the covenants under Section 5;
  - 6.1.4 the Pledgor breaches any other covenant, undertaking or obligation of the Pledgor set forth herein;
  - 6.1.5 the Pledgor is unable to perform its obligations under this Agreement due to the separation or merger of Autohome Information with other third parties or for any other reason;
  - 6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except the transfers or assigns permitted under the Option Agreement);

- 6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or (ii) has become due and is not repaid or performed when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement;
- 6.1.8 this Agreement is illegal as a result of any applicable laws or the Pledgor is restricted from continuing to perform his obligations under this Agreement;
- 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for Autohome Information to provide internet value-added telecommunication service in the PRC is withdrawn, suspended, invalidated or materially amended;
- 6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or
- 6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement.

- 6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or find that any event set forth in Section 6.1 or any event that may result in the foregoing events have occurred or are occurring.
- 6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the event of default occurs or thereafter, may give a written notice of default to the Pledgor, and require the Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Loan Agreement, Services Agreement, and/or Option Agreements, and other payables, or dispose of the Pledge in accordance with Section 7 herein.

7. **Exercise of the Rights of the Pledge**

- 7.1 The Pledgor shall not transfer or assign the Pledge without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.
- 7.2 The Pledgee shall give a notice of default to the Pledgor when the Pledgee exercises the rights of Pledge.
- 7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of default in accordance with Section 6.3 or thereafter.

- 7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or Autohome Information is fully paid, repaid or otherwise settled.
- 7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize his Pledge.

**8. Transfer or Assignment**

- 8.1 The Pledgor shall not donate or transfer his rights and obligations herein to any third party without prior written consent from the Pledgee.
- 8.2 This Agreement shall be binding upon the Pledgor and his successors and be effective to the Pledgee and his each successor and assignee.
- 8.3 The Pledgee may transfer or assign all Secured Obligations and its right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.
- 8.4 After a change to the Pledgee resulting from a transfer or an assignment, the new parties to the pledge shall re-execute a pledge contract.

9. **Termination**

This Agreement shall not terminate until the Term of the Pledge expires pursuant to Section 3 herein.

10. **Force Majeure**

- 10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure (“**Event of Force Majeure**”), only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party’s reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party’s reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advise him/her of the steps to be taken for completion of the performance.
- 10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

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**11. Applicable Law and Dispute Resolution**

- 11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.
- 11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, each party can submit such matter to China International Economic and Trade Arbitration Commission (“**CIETAC**”) for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.
- 11.3 In case of any dispute arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

12. **Notice**

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to the following addresses:

**Pledgee** : **Beijing Cheerbright Technologies Co., Ltd.**  
Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Fax : 010-59857387  
Tele : 010-59857001  
Addressee : Lu Min

**Pledgor** : **Lu Min**  
Address : Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou  
Tel : +\*\*\*\*\*  
Addressee : Lu Min

13. **Appendices**

The appendices to this Agreement constitute an integral part of this Agreement.

14. **Waiver**

The Pledgee's non-exercise or delay in exercise of any rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.

**15. Miscellaneous**

- 15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.
- 15.2 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.
- 15.3 This Agreement, the Services Agreement, the Equity Option Agreement, the Loan Agreement and the Power of Attorney from the Pledgor to the Pledgee in favor of the Pledgee shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- 15.4 This Agreement is prepared in both English and Chinese. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.



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**PLEDGEE: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Authorized Representative: / Lu Min/

**PLEDGOR: Lu Min**

/s/ Lu Min  
\_\_\_\_\_  
By: Lu Min

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Equity Interest Pledge Agreement

Beijing Autohome Information Technology Co., Ltd. Shareholder List  
(As of March 25, 2017, Registered Capital is RMB10,000,000, all of which has been paid in.)

<u>No.</u>	<u>Name of Share holder</u>	<u>ID Card Number</u>	<u>Address</u>	<u>Contribution (percentage)</u>	<u>Form of Contribution</u>	<u>Pledge</u>
1	Lu Min	*****	Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou	RMB5,000,000 (50%)	currency	The contribution of 5,000,000 has been pledged to Beijing Cheerbright Technologies Co., Ltd on March 25, 2017.
2	Lei Haiyun	*****	Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai	RMB5,000,000 (50%)	currency	The contribution of 5,000,000 has been pledged to Beijing Cheerbright Technologies Co., Ltd on March 25, 2017.

Equity Interest Pledge Agreement

Beijing Autohome Information Technology Co., Ltd  
(seal)

Signature : /s/ Lu Min  
Name : /Lu Min/  
Title : Legal representative  
Date : March 25, 2017

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**Equity Interest Pledge Agreement**

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*between*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Lei Haiyun**

**March 25, 2017**

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This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated on March 25, 2017 by and among the following parties:

**PLEDGEE: Beijing Cheerbright Technologies Co., Ltd.**, a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China.

*and*

**PLEDGOR: Lei Haiyun**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai.

(individually a “**Party**” and collectively the “**Parties**”)

**WHEREAS:**

- A. Pledgor is a PRC citizen, and holds 50% of the equity interest of Beijing Autohome Information Technology Co., Ltd. (“Autohome Information”).
- B. Autohome Information is a limited liability company registered in Beijing, which engages in the business of Internet information services and operates the website [www.autohome.com.cn](http://www.autohome.com.cn).
- C. The Pledgor and the Pledgee entered into a Loan Agreement (“**Loan Agreement**”) on March 25, 2017, pursuant to which the Pledgee extended a loan in the amount of RMB 5,000,000 (the “**Loan**”) to the Pledgor.

- D. The Pledgee, a wholly foreign-owned company registered in Beijing, PRC, and has been licensed by the relevant PRC government authority to carry on the business of technology-related research and development, website design, transfer of technology, technology training and consulting, and the sale of its own products. The Pledgee and Autohome Information entered into an Exclusive Technical and Consulting Services Agreement on March 25, 2017, pursuant to which Autohome Information is required to pay service fees (the “**Service Fees**”) to the Pledgee in consideration for the corresponding services to be provided by the Pledgee (the “**Services Agreement**”).
- E. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Equity Option Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) at any time upon satisfaction of various requirements under PRC law (the “**Option Agreement**”).
- F. In order to ensure that (i) the Pledgor repay the Loan under the Loan Agreement; (ii) the Pledgee collects Service Fees under the Services Agreement from Autohome Information, (iii) the Pledgor’s other obligations under the Option Agreement are fulfilled, and (iv) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or Autohome Information, arising under or in relation to the Services Agreement or the Loan Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or Autohome Information under the Loan Agreement or the Services Agreement (as applicable), are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below,) i.e. the 50% equity interest of Autohome Information, equivalent to a contribution of RMB5,000,000, to the Pledgee as security for the above-mentioned obligations of the Pledgor and Autohome Information (collectively, the “**Secured Obligations**”).

In order to set forth each Party's rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

**1. Definitions**

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

- 1.1 **"Pledge"** means the full content of Section 2 hereunder.
- 1.2 **"Equity Interest"** means all the equity interests in Autohome Information held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in Autohome Information acquired by such Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 50% equity interest (equivalent to a contribution of RMB5,000,000) in Autohome Information.
- 1.3 **"Event of Default"** means any event in accordance with Section 6 hereunder.
- 1.4 **"Notice of Default"** means the notice of default issued by the Pledgee in accordance with this Agreement.
- 1.5 **"Effective Date"** This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.



2. **Pledge**

- 2.1 The Pledgor hereby pledges, and if required, transfers and assigns the Equity Interest to the Pledgee as security for all of the Secured Obligations (the “**Pledge**”) of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that he has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in Autohome Information which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in Autohome Information, and all proceeds of the foregoing (collectively, the “**Pledged Collateral**”).
- 2.1.1 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 Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB 5,000,000.00 (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 Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.
- 2.1.2 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) any or all of the Loan Agreement, Services Agreement or the Option Agreements expires or is terminated pursuant to the stipulations thereunder;
  - (b) the occurrence of an Event of Default pursuant to Section 6 that is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 6.3;
  - (c) the Pledgee reasonably determines (having made due enquiries) that any of the Pledgor and/or Autohome Information 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.
- 2.2 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 7.
- 2.3 The Pledgee is entitled to collect any and all dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

**3. Effectiveness of Pledge, Scope and Term**

- 3.1 The Pledgor shall, immediately after the execution of this Agreement, register this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the “AIC”). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.

- 3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (a) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable) or (b) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full or (c) the Pledgor completes her transfer of the Equity Interest to another party (individual or legal entity) pursuant to the Option Agreement and no longer holds any equity interest in Autohome Information (the "Term of the Pledge").

4. **Representations and Warranties of the Pledgor**

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

- 4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in her name, and is entitled to create a pledge on such Equity Interest.
- 4.2 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.
- 4.3 The Pledgee shall be entitled to dispose or assign the Pledge in accordance with the relevant laws and this Agreement.

- 4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The Pledgor who signs this Agreement is lawfully and effectively authorized.
- 4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.
- 4.6 There are no outstanding taxes, fees or undecided legal procedures related to the Equity Interest as of the date of this Agreement.
- 4.7 Each stipulation hereunder is the expression of each Party's true intention and shall be binding upon all the Parties.

5. **Covenants of the Pledgor**

- 5.1 The Pledgor covenants to the Pledgee that she shall:
  - 5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest that has been registered in her name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;
  - 5.1.2 comply with and implement laws and regulations with respect to the pledge of rights, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and

- 5.1.3 timely notify the Pledgee of any event or any received notice (i) which may affect the Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's covenants or obligations under this Agreement or (iii) which may affect the Pledgor's performance of her obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.
- 5.2 The Pledgor covenants that the Pledgee's right of exercising the Pledge under this Agreement shall not be suspended or hampered by the Pledgor or any successor of the Pledgor or any person authorized by the Pledgor.
- 5.3 The Pledgor jointly and severally covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration and de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.
- 5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notice and take or cause to be taken any other action as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the AIC registration set forth in Section 3.1.
- 5.5 The Pledgor covenants to the Pledgee that she will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee for such Pledgor's failure to perform or fully perform her guarantees, covenants, agreements, representations or conditions.

**6. Events of Default**

- 6.1 Each of the following shall constitute an Event of Default:
- 6.1.1 Autohome Information or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Services Agreement, Loan Agreement or Option Agreement, or an event of default as defined and stipulated in those agreements has occurred and is continuing;
  - 6.1.2 the Pledgor makes or has made any inaccurate, incomplete, misleading or untrue representation or warranty under Section 4, or is in violation or breach of any of the representations and warranties under Section 4;
  - 6.1.3 the Pledgor breaches any of the covenants under Section 5;
  - 6.1.4 the Pledgor breaches any other covenant, undertaking or obligation of the Pledgor set forth herein;
  - 6.1.5 the Pledgor is unable to perform its obligations under this Agreement due to the separation or merger of Autohome Information with other third parties or for any other reason;
  - 6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except the transfers or assigns permitted under the Option Agreement);

- 6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or (ii) has become due and is not repaid or performed when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform her obligations under this Agreement;
  - 6.1.8 this Agreement is illegal as a result of any applicable laws or the Pledgor is restricted from continuing to perform her obligations under this Agreement;
  - 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for Autohome Information to provide internet value-added telecommunication service in the PRC is withdrawn, suspended, invalidated or materially amended;
  - 6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or
  - 6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform her obligations under this Agreement.
- 6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or find that any event set forth in Section 6.1 or any event that may result in the foregoing events have occurred or are occurring.

- 6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the event of default occurs or thereafter, may give a written notice of default to the Pledgor, and require the Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Loan Agreement, Services Agreement, and/or Option Agreements, and other payables, or dispose of the Pledge in accordance with Section 7 herein.

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- 7.1 The Pledgor shall not transfer or assign the Pledge without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.
- 7.2 The Pledgee shall give a notice of default to the Pledgor when the Pledgee exercises the rights of Pledge.
- 7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of default in accordance with Section 6.3 or thereafter.
- 7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or Autohome Information is fully paid, repaid or otherwise settled.
- 7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize his Pledge.



**8. Transfer or Assignment**

- 8.1 The Pledgor shall not donate or transfer her rights and obligations herein to any third party without prior written consent from the Pledgee.
- 8.2 This Agreement shall be binding upon the Pledgor and her successors and be effective to the Pledgee and her each successor and assignee.
- 8.3 The Pledgee may transfer or assign all Secured Obligations and its right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.
- 8.4 After a change to the Pledgee resulting from a transfer or an assignment, the new parties to the pledge shall re-execute a pledge contract.

**9. Termination**

This Agreement shall not terminate until the Term of the Pledge expires pursuant to Section 3 herein.

## **10. Force Majeure**

- 10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure (“**Event of Force Majeure**”), only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party’s reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party’s reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advise him/her of the steps to be taken for completion of the performance.
- 10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

## **11. Applicable Law and Dispute Resolution**

- 11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.
- 11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, each party can submit such matter to China International Economic and Trade Arbitration Commission (“**CIETAC**”) for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.

11.3 In case of any dispute arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

**12. Notice**

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to the following addresses:

**Pledgee** : **Beijing Cheerbright Technologies Co., Ltd.**  
Address : 1010, Tower B, No. 3, Danling Street, Haidian District,  
Beijing 100080, China  
Fax : 010-59857387  
Tele : 010-59857001  
Addressee : Lu Min

**Pledgor** : **Lei Haiyun**  
Address : Room 202, No. 32, 1800 Dongfang Road, Pudong District,  
Shanghai  
Tele : +\*\*\*\*\*  
Addressee : Lei Haiyun

**13. Appendices**

The appendices to this Agreement constitute an integral part of this Agreement.

**14. Waiver**

The Pledgee's non-exercise or delay in exercise of any rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.

**15. Miscellaneous**

- 15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.
- 15.2 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.
- 15.3 This Agreement, the Services Agreement, the Equity Option Agreement, the Loan Agreement and the Power of Attorney from the Pledgor to the Pledgee in favor of the Pledgee shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- 15.4 This Agreement is prepared in both English and Chinese. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.

**PLEDGEE: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min  
**Authorized Representative: /Lu Min/**

**PLEDGOR: Lei Haiyun**

/s/ Lei Haiyun

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Equity Interest Pledge Agreement

Beijing Autohome Information Technology Co., Ltd. Shareholder List  
(As of March 25, 2017, Registered Capital is RMB10,000,000, all of which has been paid in.)

<u>No.</u>	<u>Name of Share holder</u>	<u>ID Card Number</u>	<u>Address</u>	<u>Contribution (percentage)</u>	<u>Form of Contribution</u>	<u>Pledge</u>
1	Lu Min	*****	Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou	RMB <b>5,000,000</b> ( <b>50</b> %)	currency	The contribution of <b>5,000,000</b> has been pledged to Beijing Cheerbright Technologies Co., Ltd on March 25, 2017.
2	Lei Haiyun	*****	Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai	RMB <b>5,000,000</b> ( <b>50</b> %)	currency	The contribution of <b>5,000,000</b> has been pledged to Beijing Cheerbright Technologies Co., Ltd on March 25, 2017.

Beijing Autohome Information Technology Co., Ltd  
(seal)

: /s/ Lu Min

Name : /Lu Min/

Title : Legal representative

Date : March 25, 2017

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Equity Interest Pledge Agreement

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**Equity Interest Pledge Agreement**

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*between*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Lu Min**

**Date: March 25, 2017**



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This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated on March 25, 2017 by and among the following parties:

**PLEDGEE: Beijing Cheerbright Technologies Co., Ltd.**, a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China.

*and*

**PLEDGOR: Lu Min**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou.

**WHEREAS:**

- A. Pledgor is a PRC citizen, and holds 50% of the equity interest of Shanghai You Che You Jia Advertising Co., Ltd. (“Shanghai You Che You Jia Advertising”).
- B. Shanghai You Che You Jia Advertising is a limited liability company registered in Shanghai, which engages in the business of advertising agency.

- 
- C. The Pledgor and the Pledgee entered into a Loan Agreement on March 25, 2017 (the “**Loan Agreement**”), pursuant to which the Pledgee extended a loan in the amount of RMB 5,000,000 (the “**Loan**”) to the Pledgor.
  - D. The Pledgee, a wholly foreign-owned company registered in Beijing, PRC, and has been licensed by the relevant PRC government authority to carry on the business of technology-related research and development, website design, transfer of technology, technology training and consulting, and the sale of its own products. The Pledgee and Shanghai You Che You Jia Advertising entered into an Exclusive Technical and Consulting Services Agreement on March 25, 2017, pursuant to which Shanghai You Che You Jia Advertising is required to pay service fees (the “**Service Fees**”) to the Pledgee in consideration for the corresponding services to be provided by the Pledgee (the “**Services Agreement**”).
  - E. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Equity Option Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) at any time upon satisfaction of various requirements under PRC law (the “**Option Agreement**”).

F. In order to ensure that (i) the Pledgor repay the Loan under the Loan Agreement; (ii) the Pledgee collects Service Fees under the Services Agreement from Shanghai You Che You Jia Advertising, (iii) the Pledgor' other obligations under the Option Agreement are fulfilled, and (iv) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or Shanghai You Che You Jia Advertising, arising under or in relation to the Services Agreement or the Loan Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or Shanghai You Che You Jia Advertising under the Loan Agreement or the Services Agreement (as applicable), are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below,) i.e. the 50% equity interest of Shanghai You Che You Jia Advertising, equivalent to a contribution of RMB5,000,000, to the Pledgee as security for the above-mentioned obligations of the Pledgor and Shanghai You Che You Jia Advertising (collectively, the "**Secured Obligations**").

In order to set forth each Party's rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

**1. Definitions**

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

1.1 "**Pledge**" means the full content of Section 2 hereunder.

- 1.2 **“Equity Interest”** means all the equity interests in Shanghai You Che You Jia Advertising held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in Shanghai You Che You Jia Advertising acquired by such Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 50% equity interest (equivalent to a contribution of RMB5,000,000) in Shanghai You Che You Jia Advertising.
- 1.3 **“Event of Default”** means any event in accordance with Section 6 hereunder.
- 1.4 **“Notice of Default”** means the notice of default issued by the Pledgee in accordance with this Agreement.
- 1.5 **“Effective Date”** This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.

## 2. **Pledge**

2.1 The Pledgor hereby pledges, and if required, transfers and assigns the Equity Interest to the Pledgee as security for all of the Secured Obligations (the "**Pledge**") of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that he has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in Shanghai You Che You Jia Advertising which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in Shanghai You Che You Jia Advertising, and all proceeds of the foregoing (collectively, the "**Pledged Collateral**").

2.1.1 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 Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregate secure the Secured Obligations for a maximum amount of RMB 5,000,000.00 (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 Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.

- 2.1.2 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) any or all of the Loan Agreement, Services Agreement or the Option Agreements expires or is terminated pursuant to the stipulations thereunder;
  - (b) the occurrence of an Event of Default pursuant to Section 6 that is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 6.3;
  - (c) the Pledgee reasonably determines (having made due enquiries) that any of the Pledgor and/or Shanghai You Che You Jia Advertising 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.

- 2.2 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 7.
- 2.3 The Pledgee is entitled to collect any and all dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

**3. Effectiveness of Pledge, Scope and Term**

- 3.1 The Pledgor shall, immediately after the execution of this Agreement, register this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the "AIC"). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.
- 3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (a) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable) or (b) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full or (c) the Pledgor completes her transfer of the Equity Interest to another party (individual or legal entity) pursuant to the Option Agreement and no longer holds any equity interest in Shanghai You Che You Jia Advertising (the "Term of the Pledge").



**4. Representations and Warranties of the Pledgor**

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

- 4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in his name, and is entitled to create a pledge on such Equity Interest.
- 4.2 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.
- 4.3 The Pledgee shall be entitled to dispose or assign the Pledge in accordance with the relevant laws and this Agreement.
- 4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The Pledgor who signs this Agreement is lawfully and effectively authorized.

- 4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.
- 4.6 There are no outstanding taxes, fees or undecided legal procedures related to the Equity Interest as of the date of this Agreement.
- 4.7 Each stipulation hereunder is the expression of each Party's true intention and shall be binding upon all the Parties.

5. **Covenants of the Pledgor**

- 5.1 The Pledgor covenants to the Pledgee that he shall:
- 5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest that has been registered in his name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;

- 5.1.2 comply with and implement laws and regulations with respect to the pledge of rights, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and
  - 5.1.3 timely notify the Pledgee of any event or any received notice (i) which may affect the Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's covenants or obligations under this Agreement or (iii) which may affect the Pledgor's performance of his obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.
- 5.2 The Pledgor covenants that the Pledgee's right of exercising the Pledge under this Agreement shall not be suspended or hampered by the Pledgor or any successor of the Pledgor or any person authorized by the Pledgor.

- 5.3 The Pledgor jointly and severally covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration and de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.
- 5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notice and take or cause to be taken any other action as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the AIC registration set forth in Section 3.1.
- 5.5 The Pledgor covenants to the Pledgee that he will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee for such Pledgor's failure to perform or fully perform his guarantees, covenants, agreements, representations or conditions.

**6. Events of Default**

- 6.1 Each of the following shall constitute an Event of Default:
- 6.1.1 Shanghai You Che You Jia Advertising or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Services Agreement, Loan Agreement or Option Agreement, or an event of default as defined and stipulated in those agreements has occurred and is continuing;
  - 6.1.2 the Pledgor makes or has made any inaccurate, incomplete, misleading or untrue representation or warranty under Section 4, or is in violation or breach of any of the representations and warranties under Section 4;
  - 6.1.3 the Pledgor breaches any of the covenants under Section 5;
  - 6.1.4 the Pledgor breaches any other covenant, undertaking or obligation of the Pledgor set forth herein;
  - 6.1.5 the Pledgor is unable to perform its obligations under this Agreement due to the separation or merger of Shanghai You Che You Jia Advertising with other third parties or for any other reason;
  - 6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except the transfers or assigns permitted under the Option Agreement);

- 6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or (ii) has become due and is not repaid or performed when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement;
- 6.1.8 this Agreement is illegal as a result of any applicable laws or the Pledgor is restricted from continuing to perform his obligations under this Agreement;
- 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for Shanghai You Che You Jia Advertising to provide advertising agency services in the PRC is withdrawn, suspended, invalidated or materially amended;
- 6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or
- 6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement.

- 6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or find that any event set forth in Section 6.1 or any event that may result in the foregoing events have occurred or are occurring.
- 6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the event of default occurs or thereafter, may give a written notice of default to the Pledgor, and require the Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Loan Agreement, Services Agreement, and/or Option Agreements, and other payables, or dispose of the Pledge in accordance with Section 7 herein.

**7. Exercise of the Rights of the Pledge**

- 7.1 The Pledgor shall not transfer or assign the Pledge without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.
- 7.2 The Pledgee shall give a notice of default to the Pledgor when the Pledgee exercises the rights of Pledge.
- 7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of default in accordance with Section 6.3 or thereafter.

- 7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or Shanghai You Che You Jia Advertising is fully paid, repaid or otherwise settled.
- 7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize his Pledge.

**8. Transfer or Assignment**

- 8.1 The Pledgor shall not donate or transfer his rights and obligations herein to any third party without prior written consent from the Pledgee.
- 8.2 This Agreement shall be binding upon the Pledgor and his successors and be effective to the Pledgee and his each successor and assignee.



- 8.3 The Pledgee may transfer or assign all Secured Obligations and its right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.
- 8.4 After a change to the Pledgee resulting from a transfer or an assignment, the new parties to the pledge shall re-execute a pledge contract.

**9. Termination**

This Agreement shall not terminate until the Term of the Pledge expires pursuant to Section 3 herein.

**10. Force Majeure**

- 10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure (“**Event of Force Majeure**”), only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party’s reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party’s reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advise him of the steps to be taken for completion of the performance.

- 10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

**11. Applicable Law and Dispute Resolution**

- 11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.
- 11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, each party can submit such matter to China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.

11.3 In case of any dispute arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

## 12. Notice

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to the following addresses:

**Pledgee**      **Beijing Cheerbright Technologies Co., Ltd.**

Address      1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China

Fax:          010-59857387

Tel:          010-59857001

Addressee:      Lu Min

**Pledgor:**      **Lu Min**

Address:      Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou

Tel:          +\*\*\*\*\*

Addressee:      Lu Min

**13. Appendices**

The appendices to this Agreement constitute an integral part of this Agreement.

**14. Waiver**

The Pledgee's non-exercise or delay in exercise of any rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.

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**15. Miscellaneous**

- 15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.
- 15.2 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.
- 15.3 This Agreement, the Services Agreement, the Equity Option Agreement, the Loan Agreement and the Power of Attorney from the Pledgor to the Pledgee in favor of the Pledgee shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- 15.4 This Agreement is prepared in both English and Chinese. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.

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**PLEDGEE: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Authorized Representative: /Lu Min/

**PLEDGOR: Lu Min**

/s/ Lu Min  
\_\_\_\_\_  
By: Lu Min

Shanghai You Che You Jia Advertising Technology Co., Ltd. Shareholder List  
 (As of March 25, 2017, Registered Capital is RMB10,000,000, all of which has been paid in.)

<u>No.</u>	<u>Name of Share holder</u>	<u>ID Card Number</u>	<u>Address</u>	<u>Contribution (percentage)</u>	<u>Form of Contribution</u>	<u>Pledge</u>
1	Lu Min	*****	Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou	RMB5,000,000 (50%)	currency	The contribution of 5,000,000 has been pledged to Beijing Cheerbright Technologies Co., Ltd on March 25, 2017.
2	Lei Haiyun	*****	Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai	RMB5,000,000 (50%)	currency	The contribution of 5,000,000 has been pledged to Beijing Cheerbright Technologies Co., Ltd on March 25, 2017.

Equity Interest Pledge Agreement

Signature: /s/ Lu Min

Name: /Lu Min/

Title: Legal representative

Date: March 25, 2017



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**Equity Interest Pledge Agreement**

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*Between*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Lei Haiyun**

**March 25, 2017**

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This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated on March 25, 2017 by and among the following parties:

**PLEDGEE: Beijing Cheerbright Technologies Co., Ltd.**, a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China.

*and*

**PLEDGOR: Lei Haiyun**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai.

**WHEREAS:**

- A. Pledgor is a PRC citizen, and holds 50% of the equity interest of Shanghai You Che You Jia Advertising Co., Ltd. (“Shanghai You Che You Jia Advertising”).
- B. Shanghai You Che You Jia Advertising is a limited liability company registered in Shanghai, which engages in the business of advertising agency.

- C. The Pledgor and the Pledgee entered into a Loan Agreement on March 25, 2017 (the “**Loan Agreement**”), pursuant to which the Pledgee extended a loan in the amount of RMB 5,000,000 (the “**Loan**”) to the Pledgor.
- D. The Pledgee, a wholly foreign-owned company registered in Beijing, PRC, and has been licensed by the relevant PRC government authority to carry on the business of technology-related research and development, website design, transfer of technology, technology training and consulting, and the sale of its own products. The Pledgee and Shanghai You Che You Jia Advertising entered into an Exclusive Technical and Consulting Services Agreement on March 25, 2017, pursuant to which Shanghai You Che You Jia Advertising is required to pay service fees (the “**Service Fees**”) to the Pledgee in consideration for the corresponding services to be provided by the Pledgee (the “**Services Agreement**”).
- E. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Equity Option Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) at any time upon satisfaction of various requirements under PRC law (the “**Option Agreement**”).

F. In order to ensure that (i) the Pledgor repay the Loan under the Loan Agreement; (ii) the Pledgee collects Service Fees under the Services Agreement from Shanghai You Che You Jia Advertising, (iii) the Pledgor' other obligations under the Option Agreement are fulfilled, and (iv) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or Shanghai You Che You Jia Advertising, arising under or in relation to the Services Agreement or the Loan Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or Shanghai You Che You Jia Advertising under the Loan Agreement or the Services Agreement (as applicable), are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below,) i.e. the 50% equity interest of Shanghai You Che You Jia Advertising, equivalent to a contribution of RMB5,000,000, to the Pledgee as security for the above-mentioned obligations of the Pledgor and Shanghai You Che You Jia Advertising (collectively, the "**Secured Obligations**").

In order to set forth each Party's rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

**1. Definitions**

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

1.1 "**Pledge**" means the full content of Section 2 hereunder.

1.2 "**Equity Interest**" means all the equity interests in Shanghai You Che You Jia Advertising held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in Shanghai You Che You Jia Advertising acquired by such Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 50% equity interest (equivalent to a contribution of RMB5,000,000) in Shanghai You Che You Jia Advertising.

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- 1.3      **“Event of Default”** means any event in accordance with Section 6 hereunder.
- 1.4      **“Notice of Default”** means the notice of default issued by the Pledgee in accordance with this Agreement.
- 1.5      **“Effective Date”** This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.
-

2. **Pledge**

2.1 The Pledgor hereby pledges, and if required, transfers and assigns the Equity Interest to the Pledgee as security for all of the Secured Obligations (the “**Pledge**”) of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that he has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in Shanghai You Che You Jia Advertising which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in Shanghai You Che You Jia Advertising, and all proceeds of the foregoing (collectively, the “**Pledged Collateral**”).

2.1.1 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 Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB 5,000,000.00 (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 Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.

- 2.1.2 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) any or all of the Loan Agreement, Services Agreement or the Option Agreements expires or is terminated pursuant to the stipulations thereunder;
  - (b) the occurrence of an Event of Default pursuant to Section 6 that is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 6.3;
  - (c) the Pledgee reasonably determines (having made due enquiries) that any of the Pledgor and/or Shanghai You Che You Jia Advertising 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.
- 2.2 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 7.
- 2.3 The Pledgee is entitled to collect any and all dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).



**3. Effectiveness of Pledge, Scope and Term**

- 3.1 The Pledgor shall, immediately after the execution of this Agreement, register this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the "AIC"). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.
- 3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (a) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable) or (b) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full or (c) the Pledgor completes her transfer of the Equity Interest to another party (individual or legal entity) pursuant to the Option Agreement and no longer holds any equity interest in Shanghai You Che You Jia Advertising (the "Term of the Pledge").

**4. Representations and Warranties of the Pledgor**

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

- 4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in her name, and is entitled to create a pledge on such Equity Interest.
- 4.2 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.
- 4.3 The Pledgee shall be entitled to dispose or assign the Pledge in accordance with the relevant laws and this Agreement.
- 4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The Pledgor who signs this Agreement is lawfully and effectively authorized.

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- 4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.
- 4.6 There are no outstanding taxes, fees or undecided legal procedures related to the Equity Interest as of the date of this Agreement.
- 4.7 Each stipulation hereunder is the expression of each Party's true intention and shall be binding upon all the Parties.

5. **Covenants of the Pledgor**

- 5.1 The Pledgor covenants to the Pledgee that she shall:
- 5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest that has been registered in her name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;

- 5.1.2 comply with and implement laws and regulations with respect to the pledge of rights, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and
- 5.1.3 timely notify the Pledgee of any event or any received notice (i) which may affect the Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's covenants or obligations under this Agreement or (iii) which may affect the Pledgor's performance of her obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.
- 5.2 The Pledgor covenants that the Pledgee's right of exercising the Pledge under this Agreement shall not be suspended or hampered by the Pledgor or any successor of the Pledgor or any person authorized by the Pledgor.
- 5.3 The Pledgor jointly and severally covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration and de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.

- 5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notice and take or cause to be taken any other action as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the AIC registration set forth in Section 3.1.
- 5.5 The Pledgor covenants to the Pledgee that she will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee for such Pledgor's failure to perform or fully perform her guarantees, covenants, agreements, representations or conditions.

**6. Events of Default**

- 6.1 Each of the following shall constitute an Event of Default:
- 6.1.1 Shanghai You Che You Jia Advertising or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Services Agreement, Loan Agreement or Option Agreement, or an event of default as defined and stipulated in those agreements has occurred and is continuing;

- 6.1.2 the Pledgor makes or has made any inaccurate, incomplete, misleading or untrue representation or warranty under Section 4, or is in violation or breach of any of the representations and warranties under Section 4;
- 6.1.3 the Pledgor breaches any of the covenants under Section 5;
- 6.1.4 the Pledgor breaches any other covenant, undertaking or obligation of the Pledgor set forth herein;
- 6.1.5 the Pledgor is unable to perform its obligations under this Agreement due to the separation or merger of Shanghai You Che You Jia Advertising with other third parties or for any other reason;
- 6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except the transfers or assigns permitted under the Option Agreement);
- 6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or (ii) has become due and is not repaid or performed when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform her obligations under this Agreement;

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- 6.1.8 this Agreement is illegal as a result of any applicable laws or the Pledgor is restricted from continuing to perform her obligations under this Agreement;
  - 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for Shanghai You Che You Jia Advertising to provide advertising agency services in the PRC is withdrawn, suspended, invalidated or materially amended;
  - 6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or
  - 6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform her obligations under this Agreement.
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- 6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or find that any event set forth in Section 6.1 or any event that may result in the foregoing events have occurred or are occurring.
- 6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the event of default occurs or thereafter, may give a written notice of default to the Pledgor, and require the Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Loan Agreement, Services Agreement, and/or Option Agreements, and other payables, or dispose of the Pledge in accordance with Section 7 herein.

7. **Exercise of the Rights of the Pledge**

- 7.1 The Pledgor shall not transfer or assign the Pledge without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.
- 7.2 The Pledgee shall give a notice of default to the Pledgor when the Pledgee exercises the rights of Pledge.
- 7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of default in accordance with Section 6.3 or thereafter.



- 7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or Shanghai You Che You Jia Advertising is fully paid, repaid or otherwise settled.
- 7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize his Pledge.

**8. Transfer or Assignment**

- 8.1 The Pledgor shall not donate or transfer her rights and obligations herein to any third party without prior written consent from the Pledgee.
- 8.2 This Agreement shall be binding upon the Pledgor and her successors and be effective to the Pledgee and her each successor and assignee.

- 8.3 The Pledgee may transfer or assign all Secured Obligations and its right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.
- 8.4 After a change to the Pledgee resulting from a transfer or an assignment, the new parties to the pledge shall re-execute a pledge contract.

**9. Termination**

This Agreement shall not terminate until the Term of the Pledge expires pursuant to Section 3 herein.

**10. Force Majeure**

- 10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure (“**Event of Force Majeure**”), only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party’s reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party’s reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advise him/her of the steps to be taken for completion of the performance.
- 10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

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**11. Applicable Law and Dispute Resolution**

- 11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.
- 11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, each party can submit such matter to China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.
- 11.3 In case of any dispute arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

**12. Notice**

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to the following addresses:

**Pledgee**     **Beijing Cheerbright Technologies Co., Ltd.**

Address     1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China

Fax           010-59857387

Tele          010-59857001

Addressee   Lu Min

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**Pledgor:** Lei Haiyun

**Address:** Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai

**Tel:** +\*\*\*\*\*

**Addressee:** Lei Haiyun

**13. Appendices**

The appendices to this Agreement constitute an integral part of this Agreement.

**14. Waiver**

The Pledgee's non-exercise or delay in exercise of any rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.

**15. Miscellaneous**

15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.

- 15.2 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.
- 15.3 This Agreement, the Services Agreement, the Equity Option Agreement, the Loan Agreement and the Power of Attorney from the Pledgor to the Pledgee in favor of the Pledgee shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- 15.4 This Agreement is prepared in both English and Chinese. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.

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**PLEDGEE: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min

Authorized Representative: /Lu Min/

**PLEDGOR: Lei Haiyun**

/s/ Lei Haiyun

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Equity Interest Pledge Agreement

Shanghai You Che You Jia Advertising Technology Co., Ltd. Shareholder List  
(As of March 25, 2017, Registered Capital is RMB10,000,000, all of which has been paid in.)

<u>No.</u>	<u>Name of Shareholder</u>	<u>ID Card Number</u>	<u>Address</u>	<u>Contribution (percentage)</u>	<u>Form of Contribution</u>	<u>Pledge</u>
1	Lu Min	*****	Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou	RMB5,000,000 (50%)	currency	The contribution of 5,000,000 has been pledged to Beijing Cheerbright Technologies Co., Ltd on March 25, 2017.
2	Lei Haiyun	*****	Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai	RMB5,000,000 (50%)	currency	The contribution of 5,000,000 has been pledged to Beijing Cheerbright Technologies Co., Ltd on March 25, 2017.

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Equity Interest Pledge Agreement



Shanghai You Che You Jia Advertising Co., Ltd  
(seal)

Signature: /s/ Lu Min

Name: /Lu Min/

Title: Legal representative

Date: March 25, 2017

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Equity Interest Pledge Agreement

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**Equity Interest Pledge Agreement**

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*between*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Lu Min**

**Date: September 30, 2016**

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This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated on September 30, 2016 by and among the following parties:

**PLEDGEE: Beijing Cheerbright Technologies Co., Ltd.**, a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China.

*and*

**PLEDGOR: Lu Min**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou.;

(individually a “**Party**” and collectively the “**Parties**”)

**WHEREAS:**

- A. Pledgor is a PRC citizen, and holds 50% of the equity interest of Guangzhou You Che You Jia Advertising Co., Ltd. (“Guangzhou You Che You Jia Advertising”).
- B. Guangzhou You Che You Jia Advertising is a limited liability company registered in Guangzhou, which engages in the business of advertising agency.

- C. The Pledgor and the Pledgee entered into a Loan Agreement on September 30, 2016 (the “**Loan Agreement**”), pursuant to which the Pledgee extended a loan in the amount of RMB 500,000 (the “**Loan**”) to the Pledgor.
- D. The Pledgee, a wholly foreign-owned company registered in Beijing, PRC, and has been licensed by the relevant PRC government authority to carry on the business of technology-related research and development, website design, transfer of technology, technology training and consulting, and the sale of its own products. The Pledgee and Guangzhou You Che You Jia Advertising entered into an Exclusive Technical and Consulting Services Agreement on September 30, 2016, pursuant to which Guangzhou You Che You Jia Advertising is required to pay service fees (the “**Service Fees**”) to the Pledgee in consideration for the corresponding services to be provided by the Pledgee (the “**Services Agreement**”).
- E. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Equity Option Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) at any time upon satisfaction of various requirements under PRC law (the “**Option Agreement**”).
- F. In order to ensure that (i) the Pledgor repay the Loan under the Loan Agreement; (ii) the Pledgee collects Service Fees under the Services Agreement from Guangzhou You Che You Jia Advertising, (iii) the Pledgor’ other obligations under the Option Agreement are fulfilled, and (iv) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or Guangzhou You Che You Jia Advertising, arising under or in relation to the Services Agreement or the Loan Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or Guangzhou You Che You Jia Advertising under the Loan Agreement or the Services Agreement (as applicable), are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below,) i.e. the 50% equity interest of Guangzhou You Che You Jia Advertising, equivalent to a contribution of RMB500,000, to the Pledgee as security for the above-mentioned obligations of the Pledgor and Guangzhou You Che You Jia Advertising (collectively, the “**Secured Obligations**”).

In order to set forth each Party's rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

**1. Definitions**

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

1.1 "Pledge" means the full content of Section 2 hereunder.

1.2 "Equity Interest" means all the equity interests in Guangzhou You Che You Jia Advertising held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in Guangzhou You Che You Jia Advertising acquired by such Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 50% equity interest (equivalent to a contribution of RMB500,000) in Guangzhou You Che You Jia Advertising.

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- 1.3      **“Event of Default”** means any event in accordance with Section 6 hereunder.
- 1.4      **“Notice of Default”** means the notice of default issued by the Pledgee in accordance with this Agreement.
- 1.5      **“Effective Date”** This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.
-

2. **Pledge**

2.1 The Pledgor hereby pledges, and if required, transfers and assigns the Equity Interest to the Pledgee as security for all of the Secured Obligations (the "**Pledge**") of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that he has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in Guangzhou You Che You Jia Advertising which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in Guangzhou You Che You Jia Advertising, and all proceeds of the foregoing (collectively, the "**Pledged Collateral**").

2.1.1 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 Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB 500,000.00 (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 Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.



- 2.1.2 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) any or all of the Loan Agreement, Services Agreement or the Option Agreements expires or is terminated pursuant to the stipulations thereunder;
  - (b) the occurrence of an Event of Default pursuant to Section 6 that is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 6.3;
  - (c) the Pledgee reasonably determines (having made due enquiries) that any of the Pledgor and/or Guangzhou You Che You Jia Advertising 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.
- 2.2 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 7.
- 2.3 The Pledgee is entitled to collect any and all dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

**3. Effectiveness of Pledge, Scope and Term**

- 3.1 The Pledgor shall, immediately after the execution of this Agreement, register this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the "AIC"). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.
- 3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (a) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable) or (b) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full or (c) the Pledgor completes her transfer of the Equity Interest to another party (individual or legal entity) pursuant to the Option Agreement and no longer holds any equity interest in Guangzhou You Che You Jia Advertising (the "Term of the Pledge").

**4. Representations and Warranties of the Pledgor**

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

- 4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in his name, and is entitled to create a pledge on such Equity Interest.
- 4.2 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.
- 4.3 The Pledgee shall be entitled to dispose or assign the Pledge in accordance with the relevant laws and this Agreement.
- 4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The Pledgor who signs this Agreement is lawfully and effectively authorized.

- 4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.
- 4.6 There are no outstanding taxes, fees or undecided legal procedures related to the Equity Interest as of the date of this Agreement.
- 4.7 Each stipulation hereunder is the expression of each Party's true intention and shall be binding upon all the Parties.

5. **Covenants of the Pledgor**

- 5.1 The Pledgor covenants to the Pledgee that he shall:
- 5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest that has been registered in his/her name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;
- 5.1.2 comply with and implement laws and regulations with respect to the pledge of rights, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and
- 5.1.3 timely notify the Pledgee of any event or any received notice (i) which may affect the Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's covenants or obligations under this Agreement or (iii) which may affect the Pledgor's performance of his obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.

- 5.2 The Pledgor covenants that the Pledgee's right of exercising the Pledge under this Agreement shall not be suspended or hampered by the Pledgor or any successor of the Pledgor or any person authorized by the Pledgor.
- 5.3 The Pledgor jointly and severally covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration and de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.

- 5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notice and take or cause to be taken any other action as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the AIC registration set forth in Section 3.1.
- 5.5 The Pledgor covenants to the Pledgee that he will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee for such Pledgor's failure to perform or fully perform his/her guarantees, covenants, agreements, representations or conditions.

**6. Events of Default**

- 6.1 Each of the following shall constitute an Event of Default:
- 6.1.1 Guangzhou You Che You Jia Advertising or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Services Agreement, Loan Agreement or Option Agreement, or an event of default as defined and stipulated in those agreements has occurred and is continuing;

- 6.1.2 the Pledgor makes or has made any inaccurate, incomplete, misleading or untrue representation or warranty under Section 4, or is in violation or breach of any of the representations and warranties under Section 4;
- 6.1.3 the Pledgor breaches any of the covenants under Section 5;
- 6.1.4 the Pledgor breaches any other covenant, undertaking or obligation of the Pledgor set forth herein;
- 6.1.5 the Pledgor is unable to perform its obligations under this Agreement due to the separation or merger of Guangzhou You Che You Jia Advertising with other third parties or for any other reason;
- 6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except the transfers or assigns permitted under the Option Agreement);
- 6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or (ii) has become due and is not repaid or performed when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement;

- 6.1.8 this Agreement is illegal as a result of any applicable laws or the Pledgor is restricted from continuing to perform his obligations under this Agreement;
- 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for Guangzhou You Che You Jia Advertising to provide advertising agency services in the PRC is withdrawn, suspended, invalidated or materially amended;
- 6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or
- 6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement.



- 6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or find that any event set forth in Section 6.1 or any event that may result in the foregoing events have occurred or are occurring.
- 6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the event of default occurs or thereafter, may give a written notice of default to the Pledgor, and require the Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Loan Agreement, Services Agreement, and/or Option Agreements, and other payables, or dispose of the Pledge in accordance with Section 7 herein.

7. **Exercise of the Rights of the Pledge**

- 7.1 The Pledgor shall not transfer or assign the Pledge without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.
- 7.2 The Pledgee shall give a notice of default to the Pledgor when the Pledgee exercises the rights of Pledge.
- 7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of default in accordance with Section 6.3 or thereafter.

- 7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or Guangzhou You Che You Jia Advertising is fully paid, repaid or otherwise settled.
- 7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize his Pledge.

**8. Transfer or Assignment**

- 8.1 The Pledgor shall not donate or transfer his rights and obligations herein to any third party without prior written consent from the Pledgee.
- 8.2 This Agreement shall be binding upon the Pledgor and his successors and be effective to the Pledgee and his each successor and assignee.
- 8.3 The Pledgee may transfer or assign all Secured Obligations and its right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.
- 8.4 After a change to the Pledgee resulting from a transfer or an assignment, the new parties to the pledge shall re-execute a pledge contract.

**9. Termination**

This Agreement shall not terminate until the Term of the Pledge expires pursuant to Section 3 herein.

**10. Force Majeure**

- 10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure (“**Event of Force Majeure**”), only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party’s reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party’s reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advise him of the steps to be taken for completion of the performance.
- 10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

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**11. Applicable Law and Dispute Resolution**

- 11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.
- 11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, each party can submit such matter to China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.
- 11.3 In case of any dispute arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

**12. Notice**

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to the following addresses:

**Pledgee: Beijing Cheerbright Technologies Co., Ltd.**

Address: 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China

Fax: 010-59857387

Tel: 010-59857001

Addressee: Lu Min

**Pledgor: Lu Min**

Address: Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou

Tel: +\*\*\*\*\*

Addressee: Lu Min

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**13. Appendices**

The appendices to this Agreement constitute an integral part of this Agreement.

**14. Waiver**

The Pledgee's non-exercise or delay in exercise of any rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.

**15. Miscellaneous**

- 15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.
- 15.2 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.
- 15.3 This Agreement, the Services Agreement, the Equity Option Agreement, the Loan Agreement and the Power of Attorney from the Pledgor to the Pledgee in favor of the Pledgee shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- 15.4 This Agreement is prepared in both English and Chinese. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.

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**PLEDGEE: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Authorized Representative: /Lu Min/

**PLEDGOR: Lu Min**

/s/ Lu Min  
\_\_\_\_\_  
By: Lu Min

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Equity Interest Pledge Agreement



Guangzhou You Che You Jia Advertising Technology Co., Ltd. Shareholder List  
(As of September 30, 2016, Registered Capital is RMB1,000,000, all of which has been paid in.)

<u>No.</u>	<u>Name of Shareholder</u>	<u>ID Card Number</u>	<u>Address</u>	<u>Contribution (percentage)</u>	<u>Form of Contribution</u>	<u>Pledge</u>
1	Lu Min	*****	Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou	RMB <b>500,000</b> ( <b>50%</b> )	currency	The contribution of RMB <b>500,000</b> has been pledged to Beijing Cheerbright Technologies Co., Ltd on September 30, 2016.
2	Lei Haiyun	*****	Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai	RMB <b>500,000</b> ( <b>50%</b> )	currency	The contribution of RMB <b>500,000</b> has been pledged to Beijing Cheerbright Technologies Co., Ltd on September 30, 2016.

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Equity Interest Pledge Agreement

Guangzhou You Che You Jia Advertising Co., Ltd  
(seal)

Signature: /s/ Lu Min

Name: /Lu Min/

Title: Legal representative

Date: September 30, 2016

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Equity Interest Pledge Agreement

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**Equity Interest Pledge Agreement**

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*between*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Lei Haiyun**

**September 30, 2016**

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This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated on September 30, 2016 by and among the following parties:

**PLEDGEE: Beijing Cheerbright Technologies Co., Ltd.**, a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China.

*and*

**PLEDGOR: Lei Haiyun**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai.

(individually a “**Party**” and collectively the “**Parties**”)

**WHEREAS:**

- A. Pledgor is a PRC citizen, and holds 50% of the equity interest of Guangzhou You Che You Jia Advertising Co., Ltd. (“Guangzhou You Che You Jia Advertising”).
- B. Guangzhou You Che You Jia Advertising is a limited liability company registered in Guangzhou, which engages in the business of advertising agency.

- C. The Pledgor and the Pledgee entered into a Loan Agreement on September 30, 2016 (the “**Loan Agreement**”), pursuant to which the Pledgee extended a loan in the amount of RMB 500,000 (the “**Loan**”) to the Pledgor.
- D. The Pledgee, a wholly foreign-owned company registered in Beijing, PRC, and has been licensed by the relevant PRC government authority to carry on the business of technology-related research and development, website design, transfer of technology, technology training and consulting, and the sale of its own products. The Pledgee and Guangzhou You Che You Jia Advertising entered into an Exclusive Technical and Consulting Services Agreement on September 30, 2016, pursuant to which Guangzhou You Che You Jia Advertising is required to pay service fees (the “**Service Fees**”) to the Pledgee in consideration for the corresponding services to be provided by the Pledgee (the “**Services Agreement**”).
- E. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Equity Option Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) at any time upon satisfaction of various requirements under PRC law (the “**Option Agreement**”).

F. In order to ensure that (i) the Pledgor repay the Loan under the Loan Agreement; (ii) the Pledgee collects Service Fees under the Services Agreement from Guangzhou You Che You Jia Advertising, (iii) the Pledgor' other obligations under the Option Agreement are fulfilled, and (iv) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or Guangzhou You Che You Jia Advertising, arising under or in relation to the Services Agreement or the Loan Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or Guangzhou You Che You Jia Advertising under the Loan Agreement or the Services Agreement (as applicable), are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below,) i.e. the 50% equity interest of Guangzhou You Che You Jia Advertising, equivalent to a contribution of RMB500,000, to the Pledgee as security for the above-mentioned obligations of the Pledgor and Guangzhou You Che You Jia Advertising (collectively, the "**Secured Obligations**").

In order to set forth each Party's rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

**1. Definitions**

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

1.1 "**Pledge**" means the full content of Section 2 hereunder.

- 1.2 **“Equity Interest”** means all the equity interests in Guangzhou You Che You Jia Advertising held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in Guangzhou You Che You Jia Advertising acquired by such Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 50% equity interest (equivalent to a contribution of RMB500,000) in Guangzhou You Che You Jia Advertising.
- 1.3 **“Event of Default”** means any event in accordance with Section 6 hereunder.
- 1.4 **“Notice of Default”** means the notice of default issued by the Pledgee in accordance with this Agreement.
- 1.5 **“Effective Date”** This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.
-



2. **Pledge**

2.1 The Pledgor hereby pledges, and if required, transfers and assigns the Equity Interest to the Pledgee as security for all of the Secured Obligations (the “**Pledge**”) of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that he has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in Guangzhou You Che You Jia Advertising which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in Guangzhou You Che You Jia Advertising, and all proceeds of the foregoing (collectively, the “**Pledged Collateral**”).

2.1.1 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 Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB 500,000.00(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 Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.

- 2.1.2 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) any or all of the Loan Agreement, Services Agreement or the Option Agreements expires or is terminated pursuant to the stipulations thereunder;
  - (b) the occurrence of an Event of Default pursuant to Section 6 that is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 6.3;
  - (c) the Pledgee reasonably determines (having made due enquiries) that any of the Pledgor and/or Guangzhou You Che You Jia Advertising 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.

- 2.2 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 7.
- 2.3 The Pledgee is entitled to collect any and all dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

**3. Effectiveness of Pledge, Scope and Term**

- 3.1 The Pledgor shall, immediately after the execution of this Agreement, register this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the "AIC"). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.
- 3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (a) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable) or (b) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full or (c) the Pledgor completes her transfer of the Equity Interest to another party (individual or legal entity) pursuant to the Option Agreement and no longer holds any equity interest in Guangzhou You Che You Jia Advertising (the "Term of the Pledge").

**4. Representations and Warranties of the Pledgor**

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

- 4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in her name, and is entitled to create a pledge on such Equity Interest.
- 4.2 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.
- 4.3 The Pledgee shall be entitled to dispose or assign the Pledge in accordance with the relevant laws and this Agreement.
- 4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The Pledgor who signs this Agreement is lawfully and effectively authorized.

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- 4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.
- 4.6 There are no outstanding taxes, fees or undecided legal procedures related to the Equity Interest as of the date of this Agreement.
- 4.7 Each stipulation hereunder is the expression of each Party's true intention and shall be binding upon all the Parties.

5. **Covenants of the Pledgor**

- 5.1 The Pledgor covenants to the Pledgee that she shall:
- 5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest that has been registered in her name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;

- 5.1.2 comply with and implement laws and regulations with respect to the pledge of rights, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and
- 5.1.3 timely notify the Pledgee of any event or any received notice (i) which may affect the Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's covenants or obligations under this Agreement or (iii) which may affect the Pledgor's performance of her obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.
- 5.2 The Pledgor covenants that the Pledgee's right of exercising the Pledge under this Agreement shall not be suspended or hampered by the Pledgor or any successor of the Pledgor or any person authorized by the Pledgor.
- 5.3 The Pledgor jointly and severally covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration and de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.

- 5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notice and take or cause to be taken any other action as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the AIC registration set forth in Section 3.1.
- 5.5 The Pledgor covenants to the Pledgee that she will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee for such Pledgor's failure to perform or fully perform her guarantees, covenants, agreements, representations or conditions.

**6. Events of Default**

- 6.1 Each of the following shall constitute an Event of Default:
- 6.1.1 Guangzhou You Che You Jia Advertising or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Services Agreement, Loan Agreement or Option Agreement, or an event of default as defined and stipulated in those agreements has occurred and is continuing;

- 6.1.2 the Pledgor makes or has made any inaccurate, incomplete, misleading or untrue representation or warranty under Section 4, or is in violation or breach of any of the representations and warranties under Section 4;
- 6.1.3 the Pledgor breaches any of the covenants under Section 5;
- 6.1.4 the Pledgor breaches any other covenant, undertaking or obligation of the Pledgor set forth herein;
- 6.1.5 the Pledgor is unable to perform its obligations under this Agreement due to the separation or merger of Guangzhou You Che You Jia Advertising with other third parties or for any other reason;
- 6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except the transfers or assigns permitted under the Option Agreement);



- 6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or (ii) has become due and is not repaid or performed when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform her obligations under this Agreement;
- 6.1.8 this Agreement is illegal as a result of any applicable laws or the Pledgor is restricted from continuing to perform her obligations under this Agreement;
- 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for Guangzhou You Che You Jia Advertising to provide advertising agency services in the PRC is withdrawn, suspended, invalidated or materially amended;
- 6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or
- 6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform her obligations under this Agreement.

- 6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or find that any event set forth in Section 6.1 or any event that may result in the foregoing events have occurred or are occurring.
- 6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the event of default occurs or thereafter, may give a written notice of default to the Pledgor, and require the Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Loan Agreement, Services Agreement, and/or Option Agreements, and other payables, or dispose of the Pledge in accordance with Section 7 herein.

7. **Exercise of the Rights of the Pledge**

- 7.1 The Pledgor shall not transfer or assign the Pledge without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.
- 7.2 The Pledgee shall give a notice of default to the Pledgor when the Pledgee exercises the rights of Pledge.
- 7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of default in accordance with Section 6.3 or thereafter.

- 7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or Guangzhou You Che You Jia Advertising is fully paid, repaid or otherwise settled.
- 7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize his Pledge.

**8. Transfer or Assignment**

- 8.1 The Pledgor shall not donate or transfer her rights and obligations herein to any third party without prior written consent from the Pledgee.
- 8.2 This Agreement shall be binding upon the Pledgor and her successors and be effective to the Pledgee and her each successor and assignee.

- 8.3 The Pledgee may transfer or assign all Secured Obligations and its right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.
- 8.4 After a change to the Pledgee resulting from a transfer or an assignment, the new parties to the pledge shall re-execute a pledge contract.

**9. Termination**

This Agreement shall not terminate until the Term of the Pledge expires pursuant to Section 3 herein.

**10. Force Majeure**

- 10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure (“**Event of Force Majeure**”), only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party’s reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party’s reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advise him/her of the steps to be taken for completion of the performance.
- 10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

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**11. Applicable Law and Dispute Resolution**

- 11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.
- 11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, each party can submit such matter to China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.
- 11.3 In case of any dispute arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

**12. Notice**

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to the following addresses:

**Pledgee: Beijing Cheerbright Technologies Co., Ltd.**

Address: 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China

Fax: 010-59857387

Tel: 010-59857001

Addressee: Lu Min

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**Pledgor: Lei Haiyun**

Address: Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai

Tel: +\*\*\*\*\*

Addressee: Lei Haiyun

**13. Appendices**

The appendices to this Agreement constitute an integral part of this Agreement.

**14. Waiver**

The Pledgee's non-exercise or delay in exercise of any rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.

**15. Miscellaneous**

- 15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.
- 15.2 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.
- 15.3 This Agreement, the Services Agreement, the Equity Option Agreement, the Loan Agreement and the Power of Attorney from the Pledgor to the Pledgee in favor of the Pledgee shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- 15.4 This Agreement is prepared in both English and Chinese. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.



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**PLEDGEE: Beijing Cheerbright Technologies Co., Ltd.**

/s/ Lu Min

Authorized Representative: /Lu Min/

**PLEDGOR: Lei Haiyun**

/s/ Lei Haiyun

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Equity Interest Pledge Agreement

Guangzhou You Che You Jia Advertising Technology Co., Ltd. Shareholder List  
(As of September 30, 2016, Registered Capital is RMB1,000,000, all of which has been paid in.)

<u>No.</u>	<u>Name of Shareholder</u>	<u>ID Card Number</u>	<u>Address</u>	<u>Contribution (percentage)</u>	<u>Form of Contribution</u>	<u>Pledge</u>
1	Lu Min	*****	Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou	RMB500,000 (50%)	currency	The contribution of RMB 500,000 has been pledged to Beijing Cheerbright Technologies Co., Ltd on September 30, 2016.
2	Lei Haiyun	*****	Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai	RMB500,000 (50%)	currency	The contribution of RMB 500,000 has been pledged to Beijing Cheerbright Technologies Co., Ltd on September 30, 2016.

---

Equity Interest Pledge Agreement

Guangzhou You Che You Jia Advertising Co., Ltd  
(seal)

Signature: /s/ Lu Min  
Name: /Lu Min/  
Title: Legal representative  
Date: September 30, 2016

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Equity Interest Pledge Agreement

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**Equity Interest Pledge Agreement**

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*Between*

**Beijing Chezhiying Technologies Co., Ltd.**

*and*

**Lu Min**

**Date: September 30, 2016**

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This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated on September 30, 2016 by and among the following parties:

**PLEDGEE: Beijing Chezhiying Technologies Co., Ltd** a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, with its registered address at Room 1117, F/11, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China.

*and*

**PLEDGOR: Lu Min**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou.

(individually a “**Party**” and collectively the “**Parties**”)

**WHEREAS:**

- A. Pledgor is a PRC citizen, and holds 50% of the equity interest of Beijing Shengtuo Hongyuan Information Technology Co., Ltd. (“Shengtuo Hongyuan Information”).
- B. Shengtuo Hongyuan Information is a limited liability company registered in Beijing, which engages in the business of Internet information service.

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- C. The Pledgor and the Pledgee entered into a Loan Agreement on September 30, 2016, pursuant to which the Pledgee extended a loan in the amount of RMB5,000,000 (the “**Loan**”) to the Pledgor (the “**Loan Agreement**”).
  - D. The Pledgee, a wholly foreign-owned company registered in Beijing, PRC, and has been licensed by the relevant PRC government authority to carry on the business of technology-related research and development, transfer of technology, technology training and consulting. The Pledgee and Shengtuo Hongyuan Information entered into an Exclusive Technical and Consulting Services Agreement on September 30, 2016, pursuant to which Shengtuo Hongyuan Information is required to pay service fees (the “**Service Fees**”) to the Pledgee in consideration for the corresponding services to be provided by the Pledgee (the “**Services Agreement**”).
  - E. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Equity Option Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) at any time upon satisfaction of various requirements under PRC law (the “**Option Agreement**”).

F. In order to ensure that (i) the Pledgor repay the Loan under the Loan Agreement; (ii) the Pledgee collects Service Fees under the Services Agreement from Shengtuo Hongyuan Information, (iii) the Pledgor' other obligations under the Option Agreement are fulfilled, and (iv) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or Shengtuo Hongyuan Information, arising under or in relation to the Services Agreement or the Loan Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or Shengtuo Hongyuan Information under the Loan Agreement or the Services Agreement (as applicable), are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below,) i.e. the 50% equity interest of Shengtuo Hongyuan Information, equivalent to a contribution of RMB 5,000,000 to the Pledgee as security for the above-mentioned obligations of the Pledgor and Shengtuo Hongyuan Information (collectively, the "**Secured Obligations**").

In order to set forth each Party's rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

## 1. **Definitions**

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

1.1 "**Pledge**" means the full content of Section 2 hereunder.

1.2 "**Equity Interest**" means all the equity interests in Shengtuo Hongyuan Information held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in Shengtuo Hongyuan Information acquired by such Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 50% equity interest (equivalent to a contribution of RMB5,000,000) in Shengtuo Hongyuan Information.



- 1.3 “**Event of Default**” means any event in accordance with Section 6 hereunder.
- 1.4 “**Notice of Default**” means the notice of default issued by the Pledgee in accordance with this Agreement.
- 1.5 “**Effective Date**” This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.

## 2. **Pledge**

- 2.1 The Pledgor hereby pledges, and if required, transfers and assigns the Equity Interest to the Pledgee as security for all of the Secured Obligations (the “**Pledge**”) of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that he has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in Shengtuo Hongyuan Information which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in Shengtuo Hongyuan Information, and all proceeds of the foregoing (collectively, the “**Pledged Collateral**”).

2.1.1 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 Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB 5,000,000.00 (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 Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.

2.1.2 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) any or all of the Loan Agreement, Services Agreement or the Option Agreements expires or is terminated pursuant to the stipulations thereunder;

- (b) the occurrence of an Event of Default pursuant to Section 6 that is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 6.3;
  - (c) the Pledgee reasonably determines (having made due enquiries) that any of the Pledgor and/or Shengtuo Hongyuan Information 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.
- 2.2 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 7.
- 2.3 The Pledgee is entitled to collect any and all dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

**3. Effectiveness of Pledge, Scope and Term**

- 3.1 The Pledgor shall, immediately after the execution of this Agreement, register this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the "AIC"). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.
- 3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (a) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable) or (b) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full or (c) the Pledgor completes her transfer of the Equity Interest to another party (individual or legal entity) pursuant to the Option Agreement and no longer holds any equity interest in Shengtuo Hongyuan Information (the "Term of the Pledge").

**4. Representations and Warranties of the Pledgor**

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

- 4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in his name, and is entitled to create a pledge on such Equity Interest.

- 4.2 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.
- 4.3 The Pledgee shall be entitled to dispose or assign the Pledge in accordance with the relevant laws and this Agreement.
- 4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The Pledgor who signs this Agreement is lawfully and effectively authorized.
- 4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.
- 4.6 There are no outstanding taxes, fees or undecided legal procedures related to the Equity Interest as of the date of this Agreement.
- 4.7 Each stipulation hereunder is the expression of each Party's true intention and shall be binding upon all the Parties.

5. **Covenants of the Pledgor**

- 5.1 The Pledgor covenants to the Pledgee that he shall:
- 5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest that has been registered in his name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;
  - 5.1.2 comply with and implement laws and regulations with respect to the pledge of rights, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and
  - 5.1.3 timely notify the Pledgee of any event or any received notice (i) which may affect the Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's covenants or obligations under this Agreement or (iii) which may affect the Pledgor's performance of his obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.
- 5.2 The Pledgor covenants that the Pledgee's right of exercising the Pledge under this Agreement shall not be suspended or hampered by the Pledgor or any successor of the Pledgor or any person authorized by the Pledgor.

- 5.3 The Pledgor jointly and severally covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration and de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.
- 5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notice and take or cause to be taken any other action as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the AIC registration set forth in Section 3.1.
- 5.5 The Pledgor covenants to the Pledgee that he will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee for such Pledgor's failure to perform or fully perform his guarantees, covenants, agreements, representations or conditions.

**6. Events of Default**

- 6.1 Each of the following shall constitute an Event of Default:
- 6.1.1 Shengtuo Hongyuan Information or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Services Agreement, Loan Agreement or Option Agreement, or an event of default as defined and stipulated in those agreements has occurred and is continuing;
  - 6.1.2 the Pledgor makes or has made any inaccurate, incomplete, misleading or untrue representation or warranty under Section 4, or is in violation or breach of any of the representations and warranties under Section 4;
  - 6.1.3 the Pledgor breaches any of the covenants under Section 5;
  - 6.1.4 the Pledgor breaches any other covenant, undertaking or obligation of the Pledgor set forth herein;
  - 6.1.5 the Pledgor is unable to perform its obligations under this Agreement due to the separation or merger of Shengtuo Hongyuan Information with other third parties or for any other reason;
  - 6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except the transfers or assigns permitted under the Option Agreement);



- 6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or (ii) has become due and is not repaid or performed when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his their obligations under this Agreement;
- 6.1.8 this Agreement is illegal as a result of any applicable laws or the Pledgor is restricted from continuing to perform his obligations under this Agreement;
- 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for Shengtuo Hongyuan Information to provide internet value-added telecommunication service in the PRC is withdrawn, suspended, invalidated or materially amended;
- 6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or
- 6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement.

- 6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or find that any event set forth in Section 6.1 or any event that may result in the foregoing events have occurred or are occurring.
- 6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the event of default occurs or thereafter, may give a written notice of default to the Pledgor, and require the Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Loan Agreement, Services Agreement, and/or Option Agreements, and other payables, or dispose of the Pledge in accordance with Section 7 herein.

7. **Exercise of the Rights of the Pledge**

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- 7.2 The Pledgee shall give a notice of default to the Pledgor when the Pledgee exercises the rights of Pledge.
- 7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of default in accordance with Section 6.3 or thereafter.

- 7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or Shengtuo Hongyuan Information is fully paid, repaid or otherwise settled.
- 7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize his Pledge.

**8. Transfer or Assignment**

- 8.1 The Pledgor shall not donate or transfer his rights and obligations herein to any third party without prior written consent from the Pledgee.
- 8.2 This Agreement shall be binding upon the Pledgor and his successors and be effective to the Pledgee and his each successor and assignee.
- 8.3 The Pledgee may transfer or assign all Secured Obligations and its right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.
- 8.4 After a change to the Pledgee resulting from a transfer or an assignment, the new parties to the pledge shall re-execute a pledge contract.

**9. Termination**

This Agreement shall not terminate until the Term of the Pledge expires pursuant to Section 3 herein.

**10. Force Majeure**

- 10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure (“**Event of Force Majeure**”), only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party’s reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party’s reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advise him of the steps to be taken for completion of the performance.
- 10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

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**11. Applicable Law and Dispute Resolution**

- 11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.
- 11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, each party can submit such matter to China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.
- 11.3 In case of any dispute arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

**12. Notice**

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to the following addresses:

**Pledgee: Beijing Chezhiying Technologies Co., Ltd.**

Address: 1117, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China

Fax: 010-59857400

Tel: 010-59857002

Addressee: Lu Min

**Pledgor: Lu Min**

Address: Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou

Tel: +\*\*\*\*\*

Addressee: Lu Min

**13. Appendices**

The appendices to this Agreement constitute an integral part of this Agreement.

**14. Waiver**

The Pledgee's non-exercise or delay in exercise of any rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.

**15. Miscellaneous**

15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.

15.2 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.

15.3 This Agreement, the Services Agreement, the Equity Option Agreement, the Loan Agreement and the Power of Attorney from the Pledgor to the Pledgee in favor of the Pledgee shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.

15.4 This Agreement is prepared in both English and Chinese. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.



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**PLEDGEE: Beijing Chezhiying Technologies Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Authorized Representative: Lu Min

**PLEDGOR: Lu Min**

/s/ Lu Min  
\_\_\_\_\_  
By: Lu Min

Beijing Shengtuo Hongyuan Information Technology Co., Ltd. Shareholder List  
(As of September 30, 2016, Registered Capital is RMB 10,000,000, all of which has been paid in.)

<u>No.</u>	<u>Name of Shareholder</u>	<u>ID Card Number</u>	<u>Address</u>	<u>Contribution (percentage)</u>	<u>Form of Contribution</u>	<u>Pledge</u>
1	Lu Min	*****	Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou	RMB5,000,000 (50%)	currency	The contribution of 5,000,000 has been pledged to Beijing Cheerbright Technologies Co., Ltd on September 30, 2016.
2	Lei Haiyun	*****	Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai	RMB5,000,000 (50%)	currency	The contribution of 5,000,000 has been pledged to Beijing Cheerbright Technologies Co., Ltd on September 30, 2016.

Beijing Shengtuo Hongyuan Information Technology Co., Ltd.  
(seal)

Signature: /s/ Lu Min

Name: /Lu Min/

Title: Legal representative

Date: September 30, 2016

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**Equity Interest Pledge Agreement**

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*Between*

**Beijing Chezhiying Technologies Co., Ltd.**

*and*

**Lei Haiyun**

**September 30, 2016**

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This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated on September 30, 2016 by and among the following parties:

**PLEDGEE: Beijing Chezhiying Technologies Co., Ltd** a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, with its registered address at Room1117, F/11, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China.

*and*

**PLEDGOR: Lei Haiyun**, a PRC citizen, holder of identification card number \*\*\*\*\*, whose residential address is at Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai.

(individually a “**Party**” and collectively the “**Parties**”)

**WHEREAS:**

- A. Pledgor is a PRC citizen, and holds 50% of the equity interest of Beijing Shengtuo Hongyuan Information Technology Co., Ltd. (“Shengtuo Hongyuan Information”).

- B. Shengtuo Hongyuan Information is a limited liability company registered in Beijing, which engages in the business of Internet information service.
- C. The Pledgor and the Pledgee entered into a Loan Agreement on September 30, 2016, pursuant to which the Pledgee extended a loan in the amount of RMB5,000,000 (the “**Loan**”) to the Pledgor (the “**Loan Agreement**”).
- D. The Pledgee, a wholly foreign-owned company registered in Beijing, PRC, and has been licensed by the relevant PRC government authority to carry on the business of technology-related research and development, transfer of technology, technology training and consulting. The Pledgee and Shengtuo Hongyuan Information entered into an Exclusive Technical and Consulting Services Agreement on September 30, 2016, pursuant to which Shengtuo Hongyuan Information is required to pay service fees (the “**Service Fees**”) to the Pledgee in consideration for the corresponding services to be provided by the Pledgee (the “**Services Agreement**”).
- E. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Equity Option Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) at any time upon satisfaction of various requirements under PRC law (the “**Option Agreement**”).
-

F. In order to ensure that (i) the Pledgor repay the Loan under the Loan Agreement; (ii) the Pledgee collects Service Fees under the Services Agreement from Shengtuo Hongyuan Information, (iii) the Pledgor' other obligations under the Option Agreement are fulfilled, and (iv) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or Shengtuo Hongyuan Information, arising under or in relation to the Services Agreement or the Loan Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or Shengtuo Hongyuan Information under the Loan Agreement or the Services Agreement (as applicable), are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below,) i.e. the 50% equity interest of Shengtuo Hongyuan, equivalent to a contribution of RMB 5,000,000 to the Pledgee as security for the above-mentioned obligations of the Pledgor and Shengtuo Hongyuan Information (collectively, the "**Secured Obligations**").

In order to set forth each Party's rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

**1. Definitions**

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

1.1 "**Pledge**" means the full content of Section 2 hereunder.

1.2 "**Equity Interest**" means all the equity interests in Shengtuo Hongyuan Information held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in Shengtuo Hongyuan Information acquired by such Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 50% equity interest (equivalent to a contribution of RMB5,000,000) in Shengtuo Hongyuan Information.



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- 1.3      **“Event of Default”** means any event in accordance with Section 6 hereunder.
- 1.4      **“Notice of Default”** means the notice of default issued by the Pledgee in accordance with this Agreement.
- 1.5      **“Effective Date”** This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.
-

2. **Pledge**

2.1 The Pledgor hereby pledges, and if required, transfers and assigns the Equity Interest to the Pledgee as security for all of the Secured Obligations (the "**Pledge**") of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that he has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in Shengtuo Hongyuan Information which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in Shengtuo Hongyuan Information, and all proceeds of the foregoing (collectively, the "**Pledged Collateral**").

2.1.1 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 Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB 5,000,000.00 (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 Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.

- 2.1.2 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) any or all of the Loan Agreement, Services Agreement or the Option Agreements expires or is terminated pursuant to the stipulations thereunder;
  - (b) the occurrence of an Event of Default pursuant to Section 6 that is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 6.3;
  - (c) the Pledgee reasonably determines (having made due enquiries) that any of the Pledgor and/or Shengtuo Hongyuan Information 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.

- 2.2 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 7.
- 2.3 The Pledgee is entitled to collect any and all dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

**3. Effectiveness of Pledge, Scope and Term**

- 3.1 The Pledgor shall, immediately after the execution of this Agreement, register this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the "AIC"). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.
- 3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (a) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable) or (b) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full or (c) the Pledgor completes her transfer of the Equity Interest to another party (individual or legal entity) pursuant to the Option Agreement and no longer holds any equity interest in Shengtuo Hongyuan Information (the "Term of the Pledge").

**4. Representations and Warranties of the Pledgor**

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

- 4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in her name, and is entitled to create a pledge on such Equity Interest.
- 4.2 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.
- 4.3 The Pledgee shall be entitled to dispose or assign the Pledge in accordance with the relevant laws and this Agreement.
- 4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The Pledgor who signs this Agreement is lawfully and effectively authorized.

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- 4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.
- 4.6 There are no outstanding taxes, fees or undecided legal procedures related to the Equity Interest as of the date of this Agreement.
- 4.7 Each stipulation hereunder is the expression of each Party's true intention and shall be binding upon all the Parties.

5. **Covenants of the Pledgor**

- 5.1 The Pledgor covenants to the Pledgee that she shall:
- 5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest that has been registered in her name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;

- 5.1.2 comply with and implement laws and regulations with respect to the pledge of rights, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and
- 5.1.3 timely notify the Pledgee of any event or any received notice (i) which may affect the Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's covenants or obligations under this Agreement or (iii) which may affect the Pledgor's performance of her obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.
- 5.2 The Pledgor covenants that the Pledgee's right of exercising the Pledge under this Agreement shall not be suspended or hampered by the Pledgor or any successor of the Pledgor or any person authorized by the Pledgor.
- 5.3 The Pledgor jointly and severally covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration and de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.

- 5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notice and take or cause to be taken any other action as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the AIC registration set forth in Section 3.1.
- 5.5 The Pledgor covenants to the Pledgee that she will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee for such Pledgor's failure to perform or fully perform her guarantees, covenants, agreements, representations or conditions.



**6. Events of Default**

- 6.1 Each of the following shall constitute an Event of Default:
- 6.1.1 Shengtuo Hongyuan Information or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Services Agreement, Loan Agreement or Option Agreement, or an event of default as defined and stipulated in those agreements has occurred and is continuing;
  - 6.1.2 the Pledgor makes or has made any inaccurate, incomplete, misleading or untrue representation or warranty under Section 4, or is in violation or breach of any of the representations and warranties under Section 4;
  - 6.1.3 the Pledgor breaches any of the covenants under Section 5;
  - 6.1.4 the Pledgor breaches any other covenant, undertaking or obligation of the Pledgor set forth herein;
  - 6.1.5 the Pledgor is unable to perform its obligations under this Agreement due to the separation or merger of Shengtuo Hongyuan Information with other third parties or for any other reason;
  - 6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except the transfers or assigns permitted under the Option Agreement);

- 6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or (ii) has become due and is not repaid or performed when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform her obligations under this Agreement;
- 6.1.8 this Agreement is illegal as a result of any applicable laws or the Pledgor is restricted from continuing to perform her obligations under this Agreement;
- 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for Shengtuo Hongyuan Information to provide internet value-added telecommunication service in the PRC is withdrawn, suspended, invalidated or materially amended;
- 6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or
- 6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform her obligations under this Agreement.

- 6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or find that any event set forth in Section 6.1 or any event that may result in the foregoing events have occurred or are occurring.
- 6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the event of default occurs or thereafter, may give a written notice of default to the Pledgor, and require the Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Loan Agreement, Services Agreement, and/or Option Agreements, and other payables, or dispose of the Pledge in accordance with Section 7 herein.

7. **Exercise of the Rights of the Pledge**

- 7.1 The Pledgor shall not transfer or assign the Pledge without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.
- 7.2 The Pledgee shall give a notice of default to the Pledgor when the Pledgee exercises the rights of Pledge.

- 7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of default in accordance with Section 6.3 or thereafter.
- 7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or Shengtuo Hongyuan Information is fully paid, repaid or otherwise settled.
- 7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize his Pledge.

**8. Transfer or Assignment**

- 8.1 The Pledgor shall not donate or transfer her rights and obligations herein to any third party without prior written consent from the Pledgee.
- 8.2 This Agreement shall be binding upon the Pledgor and her successors and be effective to the Pledgee and her each successor and assignee.

- 8.3 The Pledgee may transfer or assign all Secured Obligations and its right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.
- 8.4 After a change to the Pledgee resulting from a transfer or an assignment, the new parties to the pledge shall re-execute a pledge contract.

**9. Termination**

This Agreement shall not terminate until the Term of the Pledge expires pursuant to Section 3 herein.

**10. Force Majeure**

- 10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure (“**Event of Force Majeure**”), only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party’s reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party’s reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advise him/her of the steps to be taken for completion of the performance.
- 10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

**11. Applicable Law and Dispute Resolution**

- 11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.

- 11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, each party can submit such matter to China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.
- 11.3 In case of any dispute arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

**12. Notice**

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to the following addresses:

**Pledgee :** **Beijing Chezhiying Technologies Co., Ltd.**

Address : 1117, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China

Fax : 010-59857400

Tel : 010-59857002

Addressee : Lu Min

**Pledgor** **Lei Haiyun**

Address Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai

Tele +\*\*\*\*\*

Addressee Lei Haiyun

**13. Appendices**

The appendices to this Agreement constitute an integral part of this Agreement.

**14. Waiver**

The Pledgee's non-exercise or delay in exercise of any rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.



**15. Miscellaneous**

- 15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.
- 15.2 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.
- 15.3 This Agreement, the Services Agreement, the Equity Option Agreement, the Loan Agreement and the Power of Attorney from the Pledgor to the Pledgee in favor of the Pledgee shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- 15.4 This Agreement is prepared in both English and Chinese. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.

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**PLEDGEE: Beijing Chezhiying Technologies Co., Ltd.**

/s/ Lu Min  
\_\_\_\_\_  
Authorized Representative: /Lu Min

**PLEDGOR: Lei Haiyun**

/s/ Lei Haiyun  
\_\_\_\_\_

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Equity Interest Pledge Agreement

Beijing Shengtuo Hongyuan Information Technology Co., Ltd. Shareholder List

(As of September 30, 2016, Registered Capital is RMB 10,000,000, all of which has been paid in.)

<u>No.</u>	<u>Name of Shareholder</u>	<u>ID Card Number</u>	<u>Address</u>	<u>Contribution (percentage)</u>	<u>Form of Contribution</u>	<u>Pledge</u>
1	Lu Min	*****	Room 901, No. 6, Dehua Street, Xingang West Road, Haizhu District, Guangzhou	RMB <b>5,000,000</b> <b>(50%)</b>	currency	The contribution of <b>5,000,000</b> has been pledged to Beijing Cheerbright Technologies Co., Ltd on September 30, 2016.
2	Lei Haiyun	*****	Room 202, No. 32, 1800 Dongfang Road, Pudong District, Shanghai	RMB <b>5,000,000</b> <b>(50%)</b>	currency	The contribution of <b>5,000,000</b> has been pledged to Beijing Cheerbright Technologies Co., Ltd on September 30, 2016.

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Equity Interest Pledge Agreement

(seal)

Signature : /s/ Lu Min \_\_\_\_\_

Name : /Lu Min/

Title : Legal representative

Date : September 30, 2016

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Equity Interest Pledge Agreement

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**Equity Interest Pledge Agreement**

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*between*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Beijing Autohome Information Technology Co., Ltd**

**September 30, 2016**

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15.	Miscellaneous	17

This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated on September 30, 2016 by and among the following parties:

**PLEDGEE: Beijing Cheerbright Technologies Co., Ltd.**, a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China.

*and*

**PLEDGOR: Beijing Autohome Information Technology Co., Ltd.**, a company duly organized and existing under the PRC laws with its legal address at Room 1001-1005, F/10, Tower B, No. 3 Danling Street, Haidian District, Beijing 100080, China.

(individually a “**Party**” and collectively the “**Parties**”)

**WHEREAS:**

- A. Pledgor is a PRC domestic company, and holds all of the equity interest of Beijing Shengtuo Chengshi Advertisement Co., Ltd. (“**Shengtuo Chengshi Advertisement**”)
- B. Shengtuo Chengshi Advertisement is a limited liability company registered in Beijing, which engages in the business of advertising agency.
- C. The Pledgee, a wholly foreign-owned company registered in Beijing, PRC, and has been licensed by the relevant PRC government authority to carry on the business of technology-related research and development, website design, transfer of technology, technology training and consulting, and the sale of its own products. The Pledgee and Shengtuo Chengshi Advertisement entered into an Exclusive Technical and Consulting Services Agreement on September 30, 2016, pursuant to which Shengtuo Chengshi Advertisement is required to pay service fees (the “**Service Fees**”) to the Pledgee in consideration for the corresponding services to be provided by the Pledgee (the “**Services Agreement**”).

- D. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Equity Option Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) at any time upon satisfaction of various requirements under PRC law (the “**Option Agreement**”).
- E. In order to ensure that (i) the Pledgee collects Service Fees under the Services Agreement from Shengtuo Chengshi Advertisement, (ii) the Pledgor’s other obligations under the Option Agreement are fulfilled, and (iii) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or Shengtuo Chengshi Advertisement, arising under or in relation to the Services Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or Shengtuo Chengshi Advertisement under the Services Agreement (as applicable), are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below,) i.e. the 100% equity interest of Shengtuo Chengshi Advertisement, equivalent to a contribution of RMB1,000,000, to the Pledgee as security for the above-mentioned obligations of the Pledgor and Shengtuo Chengshi Advertisement (collectively, the “**Secured Obligations**”).

In order to set forth each Party’s rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

**1. Definitions**

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

- 1.1 “**Pledge**” means the full content of Section 2 hereunder.



- 1.2 “**Equity Interest**” means all the equity interests in Shengtuo Chengshi Advertisement held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in Shengtuo Chengshi Advertisement acquired by such Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 100% equity interest (equivalent to a contribution of RMB1,000,000) in Shengtuo Chengshi Advertisement.
- 1.3 “**Event of Default**” means any event in accordance with Section 6 hereunder.
- 1.4 “**Notice of Default**” means the notice of default issued by the Pledgee in accordance with this Agreement.
- 1.5 “**Effective Date**” This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.

## 2. **Pledge**

- 2.1 The Pledgor hereby pledges, and if required, transfers and assigns the Equity Interest to the Pledgee as security for all of the Secured Obligations (the “**Pledge**”) of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that he has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in Shengtuo Chengshi Advertisement which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in Shengtuo Chengshi Advertisement, and all proceeds of the foregoing (collectively, the “**Pledged Collateral**”).

2.1.1 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 Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB1,000,000 (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 Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.

2.1.2 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) any or all of the Services Agreement or the Option Agreements expires or is terminated pursuant to the stipulations thereunder;
- (b) the occurrence of an Event of Default pursuant to Section 6 that is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 6.3;

- (c) the Pledgee reasonably determines (having made due enquiries) that any of the Pledgor and/or Shengtuo Chengshi Advertisement 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.
- 2.2 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 7.
- 2.3 The Pledgee is entitled to collect any and all dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

### **3. Effectiveness of Pledge, Scope and Term**

- 3.1 The Pledgor shall, immediately after the execution of this Agreement, register this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the "AIC"). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.
- 3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (a) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable) or (b) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full or (c) the Pledgor completes her transfer of the Equity Interest to another party (individual or legal entity) pursuant to the Option Agreement and no longer holds any equity interest in Autohome Information (the "Term of the Pledge").

**4. Representations and Warranties of the Pledgor**

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

- 4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in his name, and is entitled to create a pledge on such Equity Interest.
- 4.2 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.
- 4.3 The Pledgee shall be entitled to dispose or assign the Pledge in accordance with the relevant laws and this Agreement.
- 4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The Pledgor who signs this Agreement is lawfully and effectively authorized.
- 4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.

4.6 There are no outstanding taxes, fees or undecided legal procedures related to the Equity Interest as of the date of this Agreement.

4.7 Each stipulation hereunder is the expression of each Party's true intention and shall be binding upon all the Parties.

5. **Covenants of the Pledgor**

5.1 The Pledgor covenants to the Pledgee that he shall:

- 5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest that has been registered in his name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;
- 5.1.2 comply with and implement laws and regulations with respect to the pledge of rights, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and
- 5.1.3 timely notify the Pledgee of any event or any received notice (i) which may affect the Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's covenants or obligations under this Agreement or (iii) which may affect the Pledgor's performance of his obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.

- 5.2 The Pledgor covenants that the Pledgee's right of exercising the Pledge under this Agreement shall not be suspended or hampered by the Pledgor or any successor of the Pledgor or any person authorized by the Pledgor.
- 5.3 The Pledgor jointly and severally covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration and de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.
- 5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notice and take or cause to be taken any other action as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the AIC registration set forth in Section 3.1.
- 5.5 The Pledgor covenants to the Pledgee that he will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee for such Pledgor's failure to perform or fully perform his guarantees, covenants, agreements, representations or conditions.

**6. Events of Default**

- 6.1 Each of the following shall constitute an Event of Default:
- 6.1.1 Shengtuo Chengshi Advertisement or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Services Agreement or Option Agreement, or an event of default as defined and stipulated in those agreements has occurred and is continuing;

- 6.1.2 the Pledgor makes or has made any inaccurate, incomplete, misleading or untrue representation or warranty under Section 4, or is in violation or breach of any of the representations and warranties under Section 4;
- 6.1.3 the Pledgor breaches any of the covenants under Section 5;
- 6.1.4 the Pledgor breaches any other covenant, undertaking or obligation of the Pledgor set forth herein;
- 6.1.5 the Pledgor is unable to perform its obligations under this Agreement due to the separation or merger of Shengtuo Chengshi Advertisement with other third parties or for any other reason;
- 6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except the transfers or assigns permitted under the Option Agreement);
- 6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or (ii) has become due and is not repaid or performed when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement;
- 6.1.8 this Agreement is illegal as a result of any applicable laws or the Pledgor is restricted from continuing to perform his obligations under this Agreement;

- 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for Shengtuo Chengshi Advertisement to provide advertising services in the PRC is withdrawn, suspended, invalidated or materially amended;
  - 6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or
  - 6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement.
- 6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or find that any event set forth in Section 6.1 or any event that may result in the foregoing events have occurred or are occurring.
- 6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the event of default occurs or thereafter, may give a written notice of default to the Pledgor, and require the Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Services Agreement, and/or Option Agreements, and other payables, or dispose of the Pledge in accordance with Section 7 herein.



**7. Exercise of the Rights of the Pledge**

- 7.1 The Pledgor shall not transfer or assign the Pledge without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.
- 7.2 The Pledgee shall give a notice of default to the Pledgor when the Pledgee exercises the rights of Pledge.
- 7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of default in accordance with Section 6.3 or thereafter.
- 7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or Shengtu Chengshi Advertisement is fully paid, repaid or otherwise settled.
- 7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize his Pledge.

**8. Transfer or Assignment**

- 8.1 The Pledgor shall not donate or transfer his rights and obligations herein to any third party without prior written consent from the Pledgee.
- 8.2 This Agreement shall be binding upon the Pledgor and his successors and be effective to the Pledgee and his each successor and assignee.
- 8.3 The Pledgee may transfer or assign all Secured Obligations and its right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.
- 8.4 After a change to the Pledgee resulting from a transfer or an assignment, the new parties to the pledge shall re-execute a pledge contract.

**9. Termination**

This Agreement shall not terminate until the Term of the Pledge expires pursuant to Section 3 herein.

**10. Force Majeure**

- 10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure (“**Event of Force Majeure**”), only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party’s reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party’s reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advise him/her of the steps to be taken for completion of the performance.
- 10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

**11. Applicable Law and Dispute Resolution**

- 11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.
- 11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, each party can submit such matter to China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.
- 11.3 In case of any dispute arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

**12. Notice**

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to the following addresses:

**Pledgee : Beijing Cheerbright Technologies Co., Ltd.**  
Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China  
Fax : 010-59857387  
Tele : 010-59857001  
Addressee : Lu Min

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**Pledgor** : **Beijing Autohome Information Technology Co., Ltd.**  
**Address** : Room 1001-1005, F/10, Tower B, No. 3 Danling Street, Haidian District, Beijing, China.  
**Tel** : 010-59857001  
**Fax** : 010-59857387  
**Addressee** : Lu Min

**13. Appendices**

The appendices to this Agreement constitute an integral part of this Agreement.

**14. Waiver**

The Pledgee's non-exercise or delay in exercise of any rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.

**15. Miscellaneous**

- 15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.
- 15.2 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.
- 15.3 This Agreement, the Services Agreement, the Equity Option Agreement, and the Power of Attorney from the Pledgor to the Pledgee in favor of the Pledgee shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- 15.4 This Agreement is prepared in both English and Chinese. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.

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**PLEDGEE: Beijing Cheerbright Technologies Co., Ltd.**

Company Seal: (seal)

**PLEDGOR: Beijing Autohome Information Technology Co., Ltd.**

Company Seal: (seal)

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Equity Interest Pledge Agreement

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**Equity Interest Pledge Agreement**

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*between*

**Beijing Cheerbright Technologies Co., Ltd.**

*and*

**Beijing Autohome Information Technology Co., Ltd**

**September 30, 2016**

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This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated on September 30, 2016 by and among the following parties:

**PLEDGEE: Beijing Cheerbright Technologies Co., Ltd.**, a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, with its registered address at 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China.

*and*

**PLEDGOR: Beijing Autohome Information Technology Co., Ltd.**, a company duly organized and existing under the PRC laws with its legal address at Room 1001-1005, F/10, Tower B, No.3 Danling Street, Haidian District, Beijing 100080, China.

(individually a “**Party**” and collectively the “**Parties**”)

**WHEREAS:**

- A. Pledgor is a PRC domestic company, and holds all of the equity interest of Beijing Shengtuo Autohome Advertising Co., Ltd. (“**Shengtuo Autohome Advertising**”)
- B. Shengtuo Autohome Advertising is a limited liability company registered in Beijing, which engages in the business of advertising agency.
- C. The Pledgee, a wholly foreign-owned company registered in Beijing, PRC, and has been licensed by the relevant PRC government authority to carry on the business of technology-related research and development, website design, transfer of technology, technology training and consulting, and the sale of its own products. The Pledgee and Shengtuo Autohome Advertising entered into an Exclusive Technical and Consulting Services Agreement on September 30, 2016, pursuant to which Shengtuo Autohome Advertising is required to pay service fees (the “**Service Fees**”) to the Pledgee in consideration for the corresponding services to be provided by the Pledgee (the “**Services Agreement**”).

- D. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Equity Option Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) at any time upon satisfaction of various requirements under PRC law (the “**Option Agreement**”).
- E. In order to ensure that (i) the Pledgee collects Service Fees under the Services Agreement from Shengtuo Autohome Advertising, (ii) the Pledgor’s other obligations under the Option Agreement are fulfilled, and (iii) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or Shengtuo Autohome Advertising, arising under or in relation to the Services Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or Shengtuo Autohome Advertising under the Services Agreement (as applicable), are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below,) i.e. the 100% equity interest of Shengtuo Autohome Advertising, equivalent to a contribution of RMB1,000,000, to the Pledgee as security for the above-mentioned obligations of the Pledgor and Shengtuo Autohome Advertising (collectively, the “**Secured Obligations**”).

In order to set forth each Party’s rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

**1. Definitions**

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

- 1.1 “**Pledge**” means the full content of Section 2 hereunder.

- 1.2 “**Equity Interest**” means all the equity interests in Shengtuo Autohome Advertising held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in Shengtuo Autohome Advertising acquired by such Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 100% equity interest (equivalent to a contribution of RMB1,000,000) in Shengtuo Autohome Advertising.
- 1.3 “**Event of Default**” means any event in accordance with Section 6 hereunder.
- 1.4 “**Notice of Default**” means the notice of default issued by the Pledgee in accordance with this Agreement.
- 1.5 “**Effective Date**” This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.

## 2. **Pledge**

- 2.1 The Pledgor hereby pledges, and if required, transfers and assigns the Equity Interest to the Pledgee as security for all of the Secured Obligations (the “**Pledge**”) of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that he has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in Shengtuo Autohome Advertising which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in Shengtuo Autohome Advertising, and all proceeds of the foregoing (collectively, the “**Pledged Collateral**”).

2.1.1 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 Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB1,000,000 (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 Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.

2.1.2 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) any or all of the Services Agreement or the Option Agreements expires or is terminated pursuant to the stipulations thereunder;

- (b) the occurrence of an Event of Default pursuant to Section 6 that is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 6.3;
  - (c) the Pledgee reasonably determines (having made due enquiries) that any of the Pledgor and/or Shengtuo Autohome Advertising 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.
- 2.2 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 7.
- 2.3 The Pledgee is entitled to collect any and all dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

**3. Effectiveness of Pledge, Scope and Term**

- 3.1 The Pledgor shall, immediately after the execution of this Agreement, register this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the "AIC"). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.
- 3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (a) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable) or (b) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full or (c) the Pledgor completes her transfer of the Equity Interest to another party (individual or legal entity) pursuant to the Option Agreement and no longer holds any equity interest in Autohome Information (the "Term of the Pledge").

**4. Representations and Warranties of the Pledgor**

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

- 4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in his name, and is entitled to create a pledge on such Equity Interest.
- 4.2 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.
- 4.3 The Pledgee shall be entitled to dispose or assign the Pledge in accordance with the relevant laws and this Agreement.
- 4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The Pledgor who signs this Agreement is lawfully and effectively authorized.
- 4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.

4.6 There are no outstanding taxes, fees or undecided legal procedures related to the Equity Interest as of the date of this Agreement.

4.7 Each stipulation hereunder is the expression of each Party's true intention and shall be binding upon all the Parties.

5. **Covenants of the Pledgor**

5.1 The Pledgor covenants to the Pledgee that he shall:

5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest that has been registered in his name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;

5.1.2 comply with and implement laws and regulations with respect to the pledge of rights, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and

5.1.3 timely notify the Pledgee of any event or any received notice (i) which may affect the Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's covenants or obligations under this Agreement or (iii) which may affect the Pledgor's performance of his obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.

- 5.2 The Pledgor covenants that the Pledgee's right of exercising the Pledge under this Agreement shall not be suspended or hampered by the Pledgor or any successor of the Pledgor or any person authorized by the Pledgor.
- 5.3 The Pledgor jointly and severally covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration and de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.
- 5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notice and take or cause to be taken any other action as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the AIC registration set forth in Section 3.1.
- 5.5 The Pledgor covenants to the Pledgee that he will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee for such Pledgor's failure to perform or fully perform his guarantees, covenants, agreements, representations or conditions.



**6. Events of Default**

- 6.1 Each of the following shall constitute an Event of Default:
- 6.1.1 Shengtuo Autohome Advertising or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Services Agreement or Option Agreement, or an event of default as defined and stipulated in those agreements has occurred and is continuing;
  - 6.1.2 the Pledgor makes or has made any inaccurate, incomplete, misleading or untrue representation or warranty under Section 4, or is in violation or breach of any of the representations and warranties under Section 4;
  - 6.1.3 the Pledgor breaches any of the covenants under Section 5;
  - 6.1.4 the Pledgor breaches any other covenant, undertaking or obligation of the Pledgor set forth herein;
  - 6.1.5 the Pledgor is unable to perform its obligations under this Agreement due to the separation or merger of Shengtuo Autohome Advertising with other third parties or for any other reason;
  - 6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except the transfers or assigns permitted under the Option Agreement);
  - 6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or (ii) has become due and is not repaid or performed when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement;

- 6.1.8 this Agreement is illegal as a result of any applicable laws or the Pledgor is restricted from continuing to perform his obligations under this Agreement;
- 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for Shengtuo Autohome Advertising to provide advertising services in the PRC is withdrawn, suspended, invalidated or materially amended;
- 6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or
- 6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement.
- 6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or find that any event set forth in Section 6.1 or any event that may result in the foregoing events have occurred or are occurring.
- 6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the event of default occurs or thereafter, may give a written notice of default to the Pledgor, and require the Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Services Agreement, and/or Option Agreements, and other payables, or dispose of the Pledge in accordance with Section 7 herein.

**7. Exercise of the Rights of the Pledge**

- 7.1 The Pledgor shall not transfer or assign the Pledge without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.
- 7.2 The Pledgee shall give a notice of default to the Pledgor when the Pledgee exercises the rights of Pledge.
- 7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of default in accordance with Section 6.3 or thereafter.
- 7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or Shengtuo Autohome Advertising is fully paid, repaid or otherwise settled.
- 7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize his Pledge.

**8. Transfer or Assignment**

- 8.1 The Pledgor shall not donate or transfer his rights and obligations herein to any third party without prior written consent from the Pledgee.
- 8.2 This Agreement shall be binding upon the Pledgor and his successors and be effective to the Pledgee and his each successor and assignee.

- 8.3 The Pledgee may transfer or assign all Secured Obligations and its right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.
- 8.4 After a change to the Pledgee resulting from a transfer or an assignment, the new parties to the pledge shall re-execute a pledge contract.

**9. Termination**

This Agreement shall not terminate until the Term of the Pledge expires pursuant to Section 3 herein.

**10. Force Majeure**

- 10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure (“**Event of Force Majeure**”), only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party’s reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party’s reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advise him/her of the steps to be taken for completion of the performance.

- 10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

**11. Applicable Law and Dispute Resolution**

- 11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.
- 11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, each party can submit such matter to China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.
- 11.3 In case of any dispute arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

**12. Notice**

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to the following addresses:

**Pledgee : Beijing Cheerbright Technologies Co., Ltd.**

Address : 1010, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China

Fax : 010-59857387

Tele : 010-59857001

Addressee : Lu Min

**Pledgor : Beijing Autohome Information Technology Co., Ltd.**

Address : Room 1001-1005, F/10, Tower B, No.3 Danling Street, Haidian District, Beijing, China.

Tel : 010-59857001

Fax : 010-59857387

Addressee : Lu Min

**13. Appendices**

The appendices to this Agreement constitute an integral part of this Agreement.

**14. Waiver**

The Pledgee's non-exercise or delay in exercise of any rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.

**15. Miscellaneous**

- 15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.
- 15.2 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.
- 15.3 This Agreement, the Services Agreement, the Equity Option Agreement, and the Power of Attorney from the Pledgor to the Pledgee in favor of the Pledgee shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- 15.4 This Agreement is prepared in both English and Chinese. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.

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**PLEDGEE: Beijing Cheerbright Technologies Co., Ltd.**

Company Seal: (seal)

**PLEDGOR: Beijing Autohome Information Technology Co., Ltd.**

Company Seal: (seal)

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Equity Interest Pledge Agreement



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**Equity Interest Pledge Agreement**

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*between*

**Beijing Chezhiying Technologies Co., Ltd.**

*and*

**Beijing Shengtuo Hongyuan Information Technology Co., Ltd.**

**September 30, 2016**

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This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated on September 30, 2016 by and among the following parties:

**PLEDGEE: Beijing Chezhiying Technologies Co., Ltd.**, a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, with its registered address at Room1117, F/11, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China.

*and*

**PLEDGOR: Beijing Shengtuo Hongyuan Information Technology Co., Ltd.**, a limited liability company duly incorporated and validly existing under the laws of the PRC, with its registered address at Room 1005, F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China.

(individually a “**Party**” and collectively the “**Parties**”)

**WHEREAS:**

- A. Pledgor is a PRC limited company, and holds all of the equity interest of Beijing Autohome Used Car Brokerage Co., Ltd. (“**Autohome Brokerage**”)
- B. Autohome Brokerage is a limited liability company registered in Beijing, which engages in the business of used vehicle brokerage.

- C. The pledgee, a wholly foreign-owned company registered in Beijing, PRC, and has been licensed by the relevant PRC government authority to carry on the business of internet technology development, technology promotion, technology transfer, technology consulting, technology service; computer system integration; trading consulting; business information consulting. The Pledgee and Autohome Brokerage entered into an Exclusive Technical and Consulting Services Agreement on September 30, 2016, pursuant to which Autohome Brokerage is required to pay service fees (the “**Service Fees**”) to the Pledgee in consideration for the corresponding services to be provided by the Pledgee (the “**Services Agreement**”).
- D. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Equity Option Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) at any time upon satisfaction of various requirements under PRC law (the “**Option Agreement**”).
- E. In order to ensure that (i) the Pledgor collects Service Fees under the Services Agreement from Autohome Brokerage; (ii) the Pledgor’s other obligations under the Option Agreement are fulfilled, and (iii) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or Autohome Brokerage, arising under or in relation to the Services Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or Autohome Brokerage under the Services Agreement, are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below,) i.e. the 100% equity interest of Autohome Brokerage, equivalent to a contribution of RMB 2,000,000 to the Pledgee as security for the above-mentioned obligations of the Pledgor and Autohome Brokerage (collectively, the “**Secured Obligations**”).

In order to set forth each Party's rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

**1. Definitions**

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

- 1.1 **"Pledge"** means the full content of Section 2 hereunder.
- 1.2 **"Equity Interest"** means all the equity interests in Autohome Brokerage held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in Autohome Brokerage acquired by such Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 100% equity interest (equivalent to a contribution of RMB2,000,000) in Autohome Brokerage.
- 1.3 **"Event of Default"** means any event in accordance with Section 6 hereunder.
- 1.4 **"Notice of Default"** means the notice of default issued by the Pledgee in accordance with this Agreement.
- 1.5 **"Effective Date"** This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.

2. **Pledge**

2.1 The Pledgor hereby pledges, and if required, transfers and assigns the Equity Interest to the Pledgee as security for all of the Secured Obligations (the "**Pledge**") of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that he has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in Autohome Brokerage which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in Autohome Brokerage, and all proceeds of the foregoing (collectively, the "**Pledged Collateral**").

2.1.1 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 Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB 2,000,000 (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 Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.

- 2.1.2 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) any or all of the Services Agreement or the Option Agreements expires or is terminated pursuant to the stipulations thereunder;
  - (b) the occurrence of an Event of Default pursuant to Section 6 that is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 6.3;
  - (c) the Pledgee reasonably determines (having made due enquiries) that any of the Pledgor and/or Autohome Brokerage 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.
- 2.2 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 7.
- 2.3 The Pledgee is entitled to collect any and all dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

**3. Effectiveness of Pledge, Scope and Term**

- 3.1 The Pledgor shall, immediately after the execution of this Agreement, register this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the "AIC"). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.
- 3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (a) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable) or (b) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full or (c) the Pledgor completes her transfer of the Equity Interest to another party (individual or legal entity) pursuant to the Option Agreement and no longer holds any equity interest in Autohome Brokerage (the "Term of the Pledge").

**4. Representations and Warranties of the Pledgor**

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

- 4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in his name, and is entitled to create a pledge on such Equity Interest.
- 4.2 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.



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- 4.3 The Pledgee shall be entitled to dispose or assign the Pledge in accordance with the relevant laws and this Agreement.
  - 4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The Pledgor who signs this Agreement is lawfully and effectively authorized.
  - 4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.
  - 4.6 There are no outstanding taxes, fees or undecided legal procedures related to the Equity Interest as of the date of this Agreement.
  - 4.7 Each stipulation hereunder is the expression of each Party's true intention and shall be binding upon all the Parties.

5. **Covenants of the Pledgor**

- 5.1 The Pledgor covenants to the Pledgee that he shall:
  - 5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest that has been registered in his name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;

- 5.1.2 comply with and implement laws and regulations with respect to the pledge of rights, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and
- 5.1.3 timely notify the Pledgee of any event or any received notice (i) which may affect the Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's covenants or obligations under this Agreement or (iii) which may affect the Pledgor's performance of his obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.
- 5.2 The Pledgor covenants that the Pledgee's right of exercising the Pledge under this Agreement shall not be suspended or hampered by the Pledgor or any successor of the Pledgor or any person authorized by the Pledgor.
- 5.3 The Pledgor jointly and severally covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration and de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.

- 5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notice and take or cause to be taken any other action as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the AIC registration set forth in Section 3.1.
- 5.5 The Pledgor covenants to the Pledgee that he will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee for such Pledgor's failure to perform or fully perform his guarantees, covenants, agreements, representations or conditions.

**6. Events of Default**

- 6.1 Each of the following shall constitute an Event of Default:
- 6.1.1 Autohome Brokerage or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Services Agreement or Option Agreement, or an event of default as defined and stipulated in those agreements has occurred and is continuing;
- 6.1.2 the Pledgor makes or has made any inaccurate, incomplete, misleading or untrue representation or warranty under Section 4, or is in violation or breach of any of the representations and warranties under Section 4;

- 6.1.3 the Pledgor breaches any of the covenants under Section 5;
- 6.1.4 the Pledgor breaches any other covenant, undertaking or obligation of the Pledgor set forth herein;
- 6.1.5 the Pledgor is unable to perform its obligations under this Agreement due to the separation or merger of Autohome Brokerage with other third parties or for any other reason;
- 6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except the transfers or assigns permitted under the Option Agreement);
- 6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or (ii) has become due and is not repaid or performed when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement;
- 6.1.8 this Agreement is illegal as a result of any applicable laws or the Pledgor is restricted from continuing to perform his obligations under this Agreement;
- 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for Autohome Brokerage to provide used car appraisal service in the PRC is withdrawn, suspended, invalidated or materially amended;

- 6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or
- 6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement.
- 6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or find that any event set forth in Section 6.1 or any event that may result in the foregoing events have occurred or are occurring.
- 6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the event of default occurs or thereafter, may give a written notice of default to the Pledgor, and require the Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Services Agreement, and/or Option Agreements, and other payables, or dispose of the Pledge in accordance with Section 7 herein.

7. **Exercise of the Rights of the Pledge**

- 7.1 The Pledgor shall not transfer or assign the Pledge without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.

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- 7.2 The Pledgee shall give a notice of default to the Pledgor when the Pledgee exercises the rights of Pledge.
  - 7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of default in accordance with Section 6.3 or thereafter.
  - 7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or Autohome Brokerage is fully paid, repaid or otherwise settled.
  - 7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize his Pledge.

**8. Transfer or Assignment**

- 8.1 The Pledgor shall not donate or transfer his rights and obligations herein to any third party without prior written consent from the Pledgee.
- 8.2 This Agreement shall be binding upon the Pledgor and his successors and be effective to the Pledgee and his each successor and assignee.
- 8.3 The Pledgee may transfer or assign all Secured Obligations and its right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.
- 8.4 After a change to the Pledgee resulting from a transfer or an assignment, the new parties to the pledge shall re-execute a pledge contract.

**9. Termination**

This Agreement shall not terminate until the Term of the Pledge expires pursuant to Section 3 herein.

**10. Force Majeure**

10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure (“**Event of Force Majeure**”), only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party’s reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party’s reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advise him/her of the steps to be taken for completion of the performance.

- 10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

**11. Applicable Law and Dispute Resolution**

- 11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.
- 11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, each party can submit such matter to China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.
- 11.3 In case of any dispute arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.



**12. Notice**

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to the following addresses:

**Pledgee: Beijing Chezhiying Technologies Co., Ltd.**

Address: 1117, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China

Fax: 010-59857387

Tel: 010-59857001

Addressee: Lu Min

Address: Room 1005, F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China.

Tel: 010-59857387

Fax: 010-59857001

Addressee: Lu Min

**13. Appendices**

The appendices to this Agreement constitute an integral part of this Agreement.

**14. Waiver**

The Pledgee's non-exercise or delay in exercise of any rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.

**15. Miscellaneous**

- 15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.
- 15.2 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.
- 15.3 This Agreement, the Services Agreement, the Equity Option Agreement, and the Power of Attorney from the Pledgor to the Pledgee in favor of the Pledgee shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- 15.4 This Agreement is prepared in both English and Chinese. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.

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**PLEDGEE: Beijing Chezhiying Technologies Co., Ltd.**

Company Seal: (seal)

**PLEDGOR: Beijing Shengtuo Hongyuan Information Technology Co., Ltd.**

Company Seal: (seal)

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Equity Interest Pledge Agreement

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**Equity Interest Pledge Agreement**

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*between*

**Beijing Chezhiying Technologies Co., Ltd.**

*and*

**Beijing Shengtuo Hongyuan Information Technology Co., Ltd.**

**September 30, 2016**

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This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated on September 30, 2016 by and among the following parties:

**PLEDGEE: Beijing Chezhiying Technologies Co., Ltd.**, a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, with its registered address at Room1117, F/11, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China.

*and*

**PLEDGOR: Beijing Shengtuo Hongyuan Information Technology Co., Ltd.**, a limited liability company duly incorporated and validly existing under the laws of the PRC, with its registered address at Room 1005, F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China.

(individually a “**Party**” and collectively the “**Parties**”)

**WHEREAS:**

- A. Pledgor is a PRC limited company, and holds all of the equity interest of Beijing Autohome Used Car Appraisal Co.,Ltd.(“**Bixinxing**”)
- B. Bixinxing is a limited liability company registered in Beijing, which engages in the business of used car appraisal services.

- C. The pledgee, a wholly foreign-owned company registered in Beijing, PRC, and has been licensed by the relevant PRC government authority to carry on the business of internet technology development, technology promotion, technology transfer, technology consulting, technology service; computer system integration; trading consulting; business information consulting. The Pledgee and Bixinxing entered into an Exclusive Technical and Consulting Services Agreement on September 30, 2016, pursuant to which Bixinxing is required to pay service fees (the “**Service Fees**”) to the Pledgee in consideration for the corresponding services to be provided by the Pledgee (the “**Services Agreement**”).
- D. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Equity Option Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) at any time upon satisfaction of various requirements under PRC law (the “**Option Agreement**”).
- E. In order to ensure that (i) the Pledgor collects Service Fees under the Services Agreement from Bixinxing; (ii) the Pledgor’s other obligations under the Option Agreement are fulfilled, and (iii) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or Bixinxing, arising under or in relation to the Services Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or Bixinxing under the Services Agreement, are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below,) i.e. the 100% equity interest of Bixinxing, equivalent to a contribution of RMB 2,000,000 to the Pledgee as security for the above-mentioned obligations of the Pledgor and Bixinxing (collectively, the “**Secured Obligations**”).

In order to set forth each Party's rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

**1. Definitions**

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

- 1.1 **"Pledge"** means the full content of Section 2 hereunder.
- 1.2 **"Equity Interest"** means all the equity interests in Bixinxing held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in Bixinxing acquired by such Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 100% equity interest (equivalent to a contribution of RMB2,000,000) in Bixinxing.
- 1.3 **"Event of Default"** means any event in accordance with Section 6 hereunder.
- 1.4 **"Notice of Default"** means the notice of default issued by the Pledgee in accordance with this Agreement.
- 1.5 **"Effective Date"** This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.



2. **Pledge**

2.1 The Pledgor hereby pledges, and if required, transfers and assigns the Equity Interest to the Pledgee as security for all of the Secured Obligations (the “**Pledge**”) of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that he has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in Bixinxing which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in Bixinxing, and all proceeds of the foregoing (collectively, the “**Pledged Collateral**”).

2.1.1 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 Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB 2,000,000 (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 Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.

- 2.1.2 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) any or all of the Services Agreement or the Option Agreements expires or is terminated pursuant to the stipulations thereunder;
  - (b) the occurrence of an Event of Default pursuant to Section 6 that is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 6.3;
  - (c) the Pledgee reasonably determines (having made due enquiries) that any of the Pledgor and/or Bixinxing 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.
- 2.2 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 7.
- 2.3 The Pledgee is entitled to collect any and all dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

**3. Effectiveness of Pledge, Scope and Term**

- 3.1 The Pledgor shall, immediately after the execution of this Agreement, register this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the "AIC"). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.
- 3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (a) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable) or (b) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full or (c) the Pledgor completes her transfer of the Equity Interest to another party (individual or legal entity) pursuant to the Option Agreement and no longer holds any equity interest in Bixinxing (the "Term of the Pledge").

**4. Representations and Warranties of the Pledgor**

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

- 4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in his name, and is entitled to create a pledge on such Equity Interest.
- 4.2 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.

- 4.3 The Pledgee shall be entitled to dispose or assign the Pledge in accordance with the relevant laws and this Agreement.
- 4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The Pledgor who signs this Agreement is lawfully and effectively authorized.
- 4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.
- 4.6 There are no outstanding taxes, fees or undecided legal procedures related to the Equity Interest as of the date of this Agreement.
- 4.7 Each stipulation hereunder is the expression of each Party's true intention and shall be binding upon all the Parties.

5. **Covenants of the Pledgor**

- 5.1 The Pledgor covenants to the Pledgee that he shall:
- 5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest that has been registered in his name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;

- 5.1.2 comply with and implement laws and regulations with respect to the pledge of rights, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and
- 5.1.3 timely notify the Pledgee of any event or any received notice (i) which may affect the Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's covenants or obligations under this Agreement or (iii) which may affect the Pledgor's performance of his obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.
- 5.2 The Pledgor covenants that the Pledgee's right of exercising the Pledge under this Agreement shall not be suspended or hampered by the Pledgor or any successor of the Pledgor or any person authorized by the Pledgor.
- 5.3 The Pledgor jointly and severally covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration and de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.

- 5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notice and take or cause to be taken any other action as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the AIC registration set forth in Section 3.1.
- 5.5 The Pledgor covenants to the Pledgee that he will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee for such Pledgor's failure to perform or fully perform his guarantees, covenants, agreements, representations or conditions.

**6. Events of Default**

- 6.1 Each of the following shall constitute an Event of Default:
- 6.1.1 Bixinxing or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Services Agreement or Option Agreement, or an event of default as defined and stipulated in those agreements has occurred and is continuing;
- 6.1.2 the Pledgor makes or has made any inaccurate, incomplete, misleading or untrue representation or warranty under Section 4, or is in violation or breach of any of the representations and warranties under Section 4;
- 6.1.3 the Pledgor breaches any of the covenants under Section 5;

- 
- 6.1.4 the Pledgor breaches any other covenant, undertaking or obligation of the Pledgor set forth herein;
  - 6.1.5 the Pledgor is unable to perform its obligations under this Agreement due to the separation or merger of Bixinxing with other third parties or for any other reason;
  - 6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except the transfers or assigns permitted under the Option Agreement);
  - 6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or (ii) has become due and is not repaid or performed when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement;
  - 6.1.8 this Agreement is illegal as a result of any applicable laws or the Pledgor is restricted from continuing to perform his obligations under this Agreement;
  - 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for Bixinxing to provide used car appraisal service in the PRC is withdrawn, suspended, invalidated or materially amended;

6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or

6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement.

6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or find that any event set forth in Section 6.1 or any event that may result in the foregoing events have occurred or are occurring.

6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the event of default occurs or thereafter, may give a written notice of default to the Pledgor, and require the Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Services Agreement, and/or Option Agreements, and other payables, or dispose of the Pledge in accordance with Section 7 herein.

7. **Exercise of the Rights of the Pledge**

7.1 The Pledgor shall not transfer or assign the Pledge without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.

7.2 The Pledgee shall give a notice of default to the Pledgor when the Pledgee exercises the rights of Pledge.



- 7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of default in accordance with Section 6.3 or thereafter.
- 7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or Bixinxing is fully paid, repaid or otherwise settled.
- 7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize his Pledge.

**8. Transfer or Assignment**

- 8.1 The Pledgor shall not donate or transfer his rights and obligations herein to any third party without prior written consent from the Pledgee.
- 8.2 This Agreement shall be binding upon the Pledgor and his successors and be effective to the Pledgee and his each successor and assignee.
- 8.3 The Pledgee may transfer or assign all Secured Obligations and its right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.
- 8.4 After a change to the Pledgee resulting from a transfer or an assignment, the new parties to the pledge shall re-execute a pledge contract.

**9. Termination**

This Agreement shall not terminate until the Term of the Pledge expires pursuant to Section 3 herein.

**10. Force Majeure**

10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure (“**Event of Force Majeure**”), only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party’s reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party’s reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advise him/her of the steps to be taken for completion of the performance.

10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

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**11. Applicable Law and Dispute Resolution**

- 11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.
- 11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, each party can submit such matter to China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.
- 11.3 In case of any dispute arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

**12. Notice**

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to the following addresses:

**Pledgee: Beijing Chezhiying Technologies Co., Ltd.**

Address: 1117, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China

Fax: 010-59857387

Tel: 010-59857001

Addressee: Lu Min

Address: Room 1005, F/10, Tower B, No. 3, Danling Street, Haidian District, Beijing 100080, China.

Tel: 010-59857387

Fax: 010-59857001

Addressee: Lu Min

**13. Appendices**

The appendices to this Agreement constitute an integral part of this Agreement.

**14. Waiver**

The Pledgee's non-exercise or delay in exercise of any rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.

**15. Miscellaneous**

- 15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.
- 15.2 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.
- 15.3 This Agreement, the Services Agreement, the Equity Option Agreement, and the Power of Attorney from the Pledgor to the Pledgee in favor of the Pledgee shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.
- 15.4 This Agreement is prepared in both English and Chinese. This Agreement shall be executed in 2 originals, with 1 original copy for each party. Chinese articles shall prevail over English articles in case of any inconsistency.

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**PLEDGEE: Beijing Chezhiying Technologies Co., Ltd.**

Company Seal: (seal)

**PLEDGOR: Beijing Shengtuo Hongyuan Information Technology Co., Ltd.**

Company Seal: (seal)

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Equity Interest Pledge Agreement

Date: March 25, 2017

### POWER OF ATTORNEY

I, Lu Min, a citizen of the People's Republic of China (**PRC**) with PRC ID number \*\*\*\*\*, hereby authorize any individual appointed in writing by Beijing Cheerbright Technologies Co., Ltd., its successors or any of its designated entities (**Authorizee**) to singly exercise the following powers and rights during the term of this Power of Attorney (**POA**):

I hereby assign the Authorizee the right to vote on my behalf at the shareholders' meetings of Beijing Autohome Information Technology Co., Ltd. (the "**Company**") and to exercise full voting rights as the shareholder of the Company as granted to me by law and under the Articles of Association of the Company, such voting rights including but not limited to the right to sell or transfer any or all of my equity of interest of the Company. Further, as my authorized representative at the shareholders' meeting of the Company, I hereby assign the Authorizee the right to designate and appoint the directors and management personnel of the Company.

In exercising the rights and powers provided hereunder, the Authorizee shall act with due care and diligence and pursuant to this POA and applicable laws.

This POA shall become valid, binding and enforceable upon the execution hereof.

/s/ Lu Min

(Signature)

Lu Min

POWER OF ATTORNEY – LU MIN

Date: March 25, 2017

**POWER OF ATTORNEY**

I, Lei Haiyun, a citizen of the People's Republic of China (**PRC**) with PRC ID number \*\*\*\*\*, hereby authorize any individual appointed in writing by Beijing Cheerbright Technologies Co., Ltd., its successors or any of its designated entities (**Authorizee**) to singly exercise the following powers and rights during the term of this Power of Attorney (**POA**):

I hereby assign the Authorizee the right to vote on my behalf at the shareholders' meetings of Beijing Autohome Information Technology Co., Ltd. (the "**Company**") and to exercise full voting rights as the shareholder of the Company as granted to me by law and under the Articles of Association of the Company, such voting rights including but not limited to the right to sell or transfer any or all of my equity of interest of the Company. Further, as my authorized representative at the shareholders' meeting of the Company, I hereby assign the Authorizee the right to designate and appoint the directors and management personnel of the Company.

In exercising the rights and powers provided hereunder, the Authorizee shall act with due care and diligence and pursuant to this POA and applicable laws.

This POA shall become valid, binding and enforceable upon the execution hereof.

/s/ Lei Haiyun

(Signature)

Lei Haiyun

POWER OF ATTORNEY – LEI HAIYUN



Date: March 25, 2017

**POWER OF ATTORNEY**

I, Lu Min, a citizen of the People's Republic of China (**PRC**) with PRC ID number \*\*\*\*\* , hereby authorize any individual appointed in writing by Beijing Cheerbright Technologies Co., Ltd., its successors or any of its designated entities (**Authorizee**) to singly exercise the following powers and rights during the term of this Power of Attorney (**POA**):

I hereby assign the Authorizee the right to vote on my behalf at the shareholders' meetings of Shanghai You Che You Jia Advertising Co., Ltd. (the "**Company**") and to exercise full voting rights as the shareholder of the Company as granted to me by law and under the Articles of Association of the Company, such voting rights including but not limited to the right to sell or transfer any or all of my equity of interest of the Company. Further, as my authorized representative at the shareholders' meeting of the Company, I hereby assign the Authorizee the right to designate and appoint the directors and management personnel of the Company.

In exercising the rights and powers provided hereunder, the Authorizee shall act with due care and diligence and pursuant to this POA and applicable laws.

This POA shall become valid, binding and enforceable upon the execution hereof.

/s/ Lu Min

\_\_\_\_\_  
(Signature)

Lu Min

POWER OF ATTORNEY – LU MIN

Date: March 25, 2017

**POWER OF ATTORNEY**

I, Lei Haiyun, a citizen of the People's Republic of China (**PRC**) with PRC ID number \*\*\*\*\*, hereby authorize any individual appointed in writing by Beijing Cheerbright Technologies Co., Ltd., its successors or any of its designated entities (**Authorizee**) to singly exercise the following powers and rights during the term of this Power of Attorney (**POA**):

I hereby assign the Authorizee the right to vote on my behalf at the shareholders' meetings of Shanghai You Che You Jia Advertising Co., Ltd. (the "**Company**") and to exercise full voting rights as the shareholder of the Company as granted to me by law and under the Articles of Association of the Company, such voting rights including but not limited to the right to sell or transfer any or all of my equity of interest of the Company. Further, as my authorized representative at the shareholders' meeting of the Company, I hereby assign the Authorizee the right to designate and appoint the directors and management personnel of the Company.

In exercising the rights and powers provided hereunder, the Authorizee shall act with due care and diligence and pursuant to this POA and applicable laws.

This POA shall become valid, binding and enforceable upon the execution hereof.

/s/ Lei Haiyun

(Signature)

Lei Haiyun

POWER OF ATTORNEY – LEI HAIYUN

Date: September 30, 2016

**POWER OF ATTORNEY**

I, Lu Min, a citizen of the People's Republic of China (**PRC**) with PRC ID number \*\*\*\*\* , hereby authorize any individual appointed in writing by Beijing Cheerbright Technologies Co., Ltd., its successors or any of its designated entities (**Authorizee**) to singly exercise the following powers and rights during the term of this Power of Attorney (**POA**):

I hereby assign the Authorizee the right to vote on my behalf at the shareholders' meetings of Guangzhou You Che You Jia Advertising Co., Ltd. (the "**Company**") and to exercise full voting rights as the shareholder of the Company as granted to me by law and under the Articles of Association of the Company, such voting rights including but not limited to the right to sell or transfer any or all of my equity of interest of the Company. Further, as my authorized representative at the shareholders' meeting of the Company, I hereby assign the Authorizee the right to designate and appoint the directors and management personnel of the Company.

In exercising the rights and powers provided hereunder, the Authorizee shall act with due care and diligence and pursuant to this POA and applicable laws.

This POA shall become valid, binding and enforceable upon the execution hereof.

/s/ Lu Min

\_\_\_\_\_  
(Signature)

Lu Min

POWER OF ATTORNEY – LU MIN

Date: September 30, 2016

**POWER OF ATTORNEY**

I, Lei Haiyun, a citizen of the People's Republic of China (**PRC**) with PRC ID number \*\*\*\*\*, hereby authorize any individual appointed in writing by Beijing Cheerbright Technologies Co., Ltd., its successors or any of its designated entities (**Authorizee**) to singly exercise the following powers and rights during the term of this Power of Attorney (**POA**):

I hereby assign the Authorizee the right to vote on my behalf at the shareholders' meetings of Guangzhou You Che You Jia Advertising Co., Ltd. (the "**Company**") and to exercise full voting rights as the shareholder of the Company as granted to me by law and under the Articles of Association of the Company, such voting rights including but not limited to the right to sell or transfer any or all of my equity of interest of the Company. Further, as my authorized representative at the shareholders' meeting of the Company, I hereby assign the Authorizee the right to designate and appoint the directors and management personnel of the Company.

In exercising the rights and powers provided hereunder, the Authorizee shall act with due care and diligence and pursuant to this POA and applicable laws.

This POA shall become valid, binding and enforceable upon the execution hereof.

/s/ Lei Haiyun

(Signature)

Lei Haiyun

POWER OF ATTORNEY – LEI HAIYUN

Date: September 30, 2016

### POWER OF ATTORNEY

I, Lu Min, a citizen of the People's Republic of China (**PRC**) with PRC ID number \*\*\*\*\*, hereby authorize any individual appointed in writing by Beijing Chezhiying Technologies Co., Ltd its successors or any of its designated entities (**Authorizee**) to singly exercise the following powers and rights during the term of this Power of Attorney (**POA**):

I hereby assign the Authorizee the right to vote on my behalf at the shareholders' meetings of Beijing Shengtuo Hongyuan Information Technology Co., Ltd. (the "**Company**") and to exercise full voting rights as the shareholder of the Company as granted to me by law and under the Articles of Association of the Company, such voting rights including but not limited to the right to sell or transfer any or all of my equity of interest of the Company. Further, as my authorized representative at the shareholders' meeting of the Company, I hereby assign the Authorizee the right to designate and appoint the directors and management personnel of the Company.

In exercising the rights and powers provided hereunder, the Authorizee shall act with due care and diligence and pursuant to this POA and applicable laws.

This POA shall become valid, binding and enforceable upon the execution hereof.

/s/ Lu Min

(Signature)

Lu Min

POWER OF ATTORNEY – LU MIN

Date: September 30, 2016

**POWER OF ATTORNEY**

I, Lei Haiyun, a citizen of the People's Republic of China (**PRC**) with PRC ID number \*\*\*\*\*, hereby authorize any individual appointed in writing by Beijing Chezhiying Technologies Co., Ltd its successors or any of its designated entities (**Authorizee**) to singly exercise the following powers and rights during the term of this Power of Attorney (**POA**):

I hereby assign the Authorizee the right to vote on my behalf at the shareholders' meetings of Beijing Shengtuo Hongyuan Information Technology Co., Ltd. (the "**Company**") and to exercise full voting rights as the shareholder of the Company as granted to me by law and under the Articles of Association of the Company, such voting rights including but not limited to the right to sell or transfer any or all of my equity of interest of the Company. Further, as my authorized representative at the shareholders' meeting of the Company, I hereby assign the Authorizee the right to designate and appoint the directors and management personnel of the Company.

In exercising the rights and powers provided hereunder, the Authorizee shall act with due care and diligence and pursuant to this POA and applicable laws.

This POA shall become valid, binding and enforceable upon the execution hereof.

/s/ Lei Haiyun

(Signature)

Lei Haiyun

POWER OF ATTORNEY – LEI HAIYUN

Date: September 30, 2016

**POWER OF ATTORNEY**

Beijing Autohome Information Technology Co., Ltd. (the “**Company**”), hereby authorize any individual appointed in writing by Beijing Cheerbright Technologies Co., Ltd. its successors or any of its designated entities (**Authorizee**) to singly exercise the following powers and rights during the term of this Power of Attorney (**POA**):

The Company hereby assign the Authorizee the right to vote on its behalf at the shareholders’ meetings of Beijing Shengtuo Autohome Advertising Co., Ltd. (**Shengtuo Autohome**) and to exercise full voting rights as the shareholder of Shengtuo Autohome as granted to the Company by law and under the Articles of Association of Shengtuo Autohome, such voting rights including but not limited to the right to sell or transfer any or all of the Company’s equity of interest of Shengtuo Autohome. Further, as the Company authorized representative at the shareholders’ meeting of Shengtuo Autohome, the Company hereby assign the Authorizee the right to designate and appoint the directors and management personnel of Shengtuo Autohome.

In exercising the rights and powers provided hereunder, the Authorizee shall act with due care and diligence and pursuant to this POA and applicable laws.

This POA shall become valid, binding and enforceable upon the execution hereof.

By: \_\_\_\_\_  
Beijing Autohome Information Technology Co., Ltd.

Company seal: (seal)

**POWER OF ATTORNEY**

Date: September 30, 2016

**POWER OF ATTORNEY**

Beijing Autohome Information Technology Co., Ltd (the "**Company**"), hereby authorize any individual appointed in writing by Beijing Cheerbright Technologies Co., Ltd., its successors or any of its designated entities (**Authorizee**) to singly exercise the following powers and rights during the term of this Power of Attorney (**POA**):

The Company hereby assign the Authorizee the right to vote on its behalf at the shareholders' meetings of Beijing Shengtuo Chengshi Advertisement Co., Ltd. (**Shengtuo Chengshi**) and to exercise full voting rights as the shareholder of Shengtuo Chengshi as granted to the Company by law and under the Articles of Association of Shengtuo Chengshi, such voting rights including but not limited to the right to sell or transfer any or all of the Company's equity of interest of Shengtuo Chengshi. Further, as the Company authorized representative at the shareholders' meeting of Shengtuo Chengshi, the Company hereby assign the Authorizee the right to designate and appoint the directors and management personnel of Shengtuo Chengshi.

In exercising the rights and powers provided hereunder, the Authorizee shall act with due care and diligence and pursuant to this POA and applicable laws.

This POA shall become valid, binding and enforceable upon the execution hereof.

By: \_\_\_\_\_  
Beijing Autohome Information Technology Co., Ltd  
Company seal: (seal)

POWER OF ATTORNEY



Date: September 30, 2016

### POWER OF ATTORNEY

We, Beijing Shengtuo Hongyuan Information Technology Co., Ltd, a company duly organized and existing under the PRC laws with its legal address at Room 1005, Tower B, No.3, Danling Street, Haidian District, Beijing 100080, China (PRC) with PRC Company Registered Number 91110108563619210K, hereby authorize any individual appointed in writing by Beijing Chezhiying Technology Co., Ltd., its successors or any of its designated entities (**Authorizee**) to singly exercise the following powers and rights during the term of this Power of Attorney (**POA**):

We hereby assign the Authorizee the right to vote on our behalf at the shareholders' meetings of Beijing Autohome Used Car Appraisal Co., Ltd. (the "**Company**") and to exercise full voting rights as the shareholder of the Company as granted to us by law and under the Articles of Association of the Company, such voting rights including but not limited to the right to sell or transfer any or all of our equity of interest of the Company. Further, as our authorized representative at the shareholders' meeting of the Company, we hereby assign the Authorizee the right to designate and appoint the directors and management personnel of the Company.

In exercising the rights and powers provided hereunder, the Authorizee shall act with due care and diligence and pursuant to this POA and applicable laws.

This POA shall become valid, binding and enforceable upon the execution hereof.

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

Beijing Shengtuo Hongyuan Information Technology Co., Ltd

Company seal: (seal)

POWER OF ATTORNEY

Date: September 30, 2016

**POWER OF ATTORNEY**

We, Beijing Shengtuo Hongyuan Information Technology Co., Ltd, a company duly organized and existing under the PRC laws with its legal address at Room 1005, Tower B, No.3, Danling Street, Haidian District, Beijing 100080, China (**PRC**) with PRC Company Registered Number 91110108563619210K, hereby authorize any individual appointed in writing by Beijing Chezhiying Technology Co., Ltd. its successors or any of its designated entities (**Authorizee**) to singly exercise the following powers and rights during the term of this Power of Attorney (**POA**):

We hereby assign the Authorizee the right to vote on our behalf at the shareholders' meetings of Beijing Autohome Used Car Brokerage Co., Ltd. (the "**Company**") and to exercise full voting rights as the shareholder of the Company as granted to us by law and under the Articles of Association of the Company, such voting rights including but not limited to the right to sell or transfer any or all of our equity of interest of the Company.

Further, as our authorized representative at the shareholders' meeting of the Company, we hereby assign the Authorizee the right to designate and appoint the directors and management personnel of the Company.

In exercising the rights and powers provided hereunder, the Authorizee shall act with due care and diligence and pursuant to this POA and applicable laws.

This POA shall become valid, binding and enforceable upon the execution hereof.

By: \_\_\_\_\_  
Beijing Shengtuo Hongyuan Information Technology Co., Ltd.  
Company seal: (seal)

POWER OF ATTORNEY

## AMENDED AND RESTATED AUTOHOME INC.

## 2016 SHARE INCENTIVE PLAN

*(adopted by the board of directors of the Company in March 2017, and as amended in April 2017)*

## ARTICLE 1

## PURPOSE

The purpose of the Autohome Inc. 2016 Share Incentive Plan (the “**Plan**”) is to promote the success and enhance the value of Autohome Inc., a company incorporated under the laws of the Cayman Islands (the “**Company**”), by linking the personal interests of the Directors, Employees, and Consultants to those of the Company’s shareholders and by providing such individuals with an incentive for outstanding performance to generate superior returns to the Company’s shareholders. The Plan is further intended to provide flexibility to the Company in its ability to motivate, attract, and retain the services of Directors, Employees, and Consultants upon whose judgment, interest, and special effort the successful conduct of the Company’s operation is largely dependent.

## ARTICLE 2

## DEFINITIONS AND CONSTRUCTION

Wherever the following terms are used in the Plan they shall have the meanings specified below, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates.

- 2.1 “**Applicable Laws**” means the legal requirements relating to the Plan and the Awards under applicable provisions of the corporate, securities, tax and other laws, rules, regulations and government orders, and the rules of any applicable stock exchange or national market system, of any jurisdiction applicable to Awards granted to residents therein.
- 2.2 “**Award**” means an Option, Restricted Share or Restricted Share Unit award and share appreciation rights granted to a Participant pursuant to the Plan.
- 2.3 “**Award Agreement**” means any written agreement, contract, or other instrument or document evidencing an Award, including through electronic medium.
- 2.4 “**Board**” means the Board of Directors of the Company.
- 2.5 “**Cause**” shall mean (i) performing an act or failing to perform any act in bad faith and to the detriment of the Company or any other Service Recipient; (ii) engaging in dishonesty, intentional misconduct or material breach of any agreement with the Company or any other Service Recipient; or (iii) conviction of, or plea of guilty or no contest to, a felony or any other crime involving dishonesty, breach of trust, or physical or emotional harm to any person.

- 2.6 “**Code**” means the Internal Revenue Code of 1986 of the United States, as amended.
- 2.7 “**Committee**” has the meaning described in [Article 10](#).
- 2.8 “**Consultant**” means any consultant or adviser if: (a) the consultant or adviser renders bona fide services to a Service Recipient; (b) the services rendered by the consultant or adviser are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company’s securities; and (c) the consultant or adviser is a natural person who has contracted directly with the Service Recipient to render such services.
- 2.9 “**Corporate Transaction**”, unless otherwise defined in an Award Agreement, means any of the following transactions, provided, however, that the Committee shall determine under (d) and (e) whether multiple transactions are related, and its determination shall be final, binding and conclusive and, provided further, that the occurrence of a Trading Date shall not constitute a Corporate Transaction:
- (a) an amalgamation, arrangement, merger or consolidation or scheme of arrangement (i) in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the jurisdiction in which the Company is incorporated, or (ii) the holders of the voting securities of the Company immediately prior to the transaction or their respective affiliates do not continue to hold more than 50% of the combined voting power of the voting securities of the surviving entity (or, as applicable, any Parent of such surviving entity) immediately following the transaction;
  - (b) the sale, transfer or other disposition of all or substantially all of the assets of the Company;
  - (c) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company;
  - (d) any reverse takeover or series of related transactions culminating in a reverse takeover (including, but not limited to, a tender offer followed by a reverse takeover) in which the Company is the surviving entity but (A) the Company’s equity securities outstanding immediately prior to such takeover are converted or exchanged by virtue of the takeover into other property, whether in the form of securities, cash or otherwise, or (B) in which securities possessing more than fifty percent (50%) of the total combined voting power of the Company’s outstanding securities are transferred to a person or persons (other than to an affiliate) different from those who held such securities immediately prior to such takeover or the initial transaction culminating in such takeover, but excluding any such transaction or series of related transactions that the Committee determines shall not be a Corporate Transaction; or

- (e) acquisition in a single or series of related transactions by any person or related group of persons of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities but excluding any such transaction or series of related transactions that the Committee determines shall not be a Corporate Transaction; provided, however, that any of the following acquisitions shall not be deemed to be a Corporate Transaction: (1) by the Company, any Parent, Subsidiary or Related Entity, (2) by any employee benefit plan (or related trust) sponsored or maintained by the Company, any Parent, Subsidiary or Related Entity, or (3) by any underwriter temporarily holding securities pursuant to an offering of such securities.
- 2.10 "**Date of Grant**" means, with respect to an Award, the date that the Award is granted and its exercise price is set (if applicable), consistent with Applicable Laws and applicable financial accounting rules.
- 2.11 "**Director**" means a member of the Board.
- 2.12 "**Disability**", unless otherwise defined in an Award Agreement, means that the Participant qualifies to receive long-term disability payments under the Service Recipient's long-term disability insurance program, as it may be amended from time to time, to which the Participant provides services regardless of whether the Participant is covered by such policy. If the Service Recipient to which the Participant provides service does not have a long-term disability plan in place, "Disability" means that a Participant is unable to carry out the responsibilities and functions of the position held by the Participant by reason of any medically determinable physical or mental impairment for a period of not less than ninety (90) consecutive days. A Participant will not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Committee in its discretion.
- 2.13 "**Effective Date**" shall have the meaning set forth in Section 11.1.
- 2.14 "**Employee**" means any person employed by the Company or any Parent or Subsidiary of the Company.
- 2.15 "**Exchange Act**" means the Securities Exchange Act of 1934 of the United States, as amended.
- 2.16 "**Fair Market Value**" means, as of any date, the value of Shares determined as follows:
  - (a) If the Shares are listed on one or more established stock exchanges or national market systems, including without limitation, The New York Stock Exchange or The Nasdaq Stock Market, 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 (as determined by the Committee) on the date of determination (or, if no closing sales price or closing bid was reported on that date, as applicable, on the last trading date such closing sales price or closing bid was reported), as reported in The Wall Street Journal or such other source as the Committee deems reliable;

- (b) If the Shares are regularly quoted on an automated quotation system (including the OTC Bulletin Board) or by a recognized securities dealer, the Fair Market Value shall be the closing sales price for such shares as quoted on such system or by such securities dealer on the date of determination, but if selling prices are not reported, the Fair Market Value of a Share shall be the mean between the high bid and low asked prices for the Shares on the date of determination (or, if no such prices were reported on that date, on the last date such prices were reported), as reported in The Wall Street Journal or such other source as the Committee deems reliable; or
- (c) In the absence of an established market for the Shares of the type described in (a) and (b), above, the Fair Market Value thereof shall be determined by the Committee in good faith and in its discretion.

2.17 “**Fiscal Year**” means a fiscal year of the Company.

2.18 “**Incentive Share Option**” means an Option that is intended to meet the requirements of Section 422 of the Code or any successor provision thereto.

2.19 “**Independent Director**” means a Director who meets the independence standards under the applicable corporate governance rules of the stock exchange and any other Applicable Laws.

2.20 “**Non-Qualified Share Option**” means an Option that is not intended to be an Incentive Share Option.

2.21 “**Option**” means a right granted to a Participant pursuant to Article 5 of the Plan to purchase a specified number of Shares at a specified price during specified time periods. An Option may be either an Incentive Share Option or a Non-Qualified Share Option.

2.22 “**Participant**” means a person who, as a Director, a Consultant, an Employee, has been granted an Award pursuant to the Plan.

2.23 “**Parent**” means any entity which accounts and consolidates in its audited consolidated accounts another entity as its subsidiary pursuant to applicable Hong Kong Financial Reporting Standards or International Financial Reporting Standards or any entity which will, as a result of acquisition of equity interest of another entity, account and consolidate in its next audited consolidated accounts the entity as a subsidiary pursuant to applicable Hong Kong Financial Reporting Standards or International Financial Reporting Standards.

2.24 “**Parent Approval Date**” shall have the meaning set forth in Section 11.1

2.25 “**Parent Corporation**” means a parent corporation under Section 424(e) of the Code.

2.26 “**Plan**” means this Autohome Inc. 2016 Share Incentive Plan, as it may be amended from time to time.

- 2.27 “**Related Entity**” means any business, corporation, partnership, limited liability company or other entity in which the Company or a Parent or Subsidiary of the Company holds a substantial ownership interest, directly or indirectly, but which is not a Subsidiary and which the Board designates as a Related Entity for purposes of the Plan.
- 2.28 “**Restricted Share**” means a Share awarded to a Participant pursuant to Article 6 that is subject to certain restrictions and may be subject to risk of forfeiture.
- 2.29 “**Restricted Share Unit**” means the right granted to a Participant pursuant to Article 7 to receive a Share at a future date.
- 2.30 “**Restriction Period**” means the period during which the transfer of Restricted Shares are subject to restrictions, which restrictions may be based on the passage of time, the achievement of certain performance objectives, or the occurrence of other events as determined by the Committee, in its discretion.
- 2.31 “**Securities Act**” means the Securities Act of 1933 of the United States, as amended.
- 2.32 “**Service Recipient**” means the Company or any Parent or Subsidiary of the Company and any Related Entity to which a Participant provides services as an Employee, a Consultant or a Director.
- 2.33 “**Share**” means a Class A Ordinary Share, as defined in the fourth amended articles of association of the Company adopted by a special resolution of shareholders on October 28, 2013, and such other securities of the Company that may be substituted for Shares pursuant to Article 9.
- 2.34 “**Subsidiary**” means any corporation or other entity of which a majority of the outstanding voting shares or voting power is beneficially owned or controlled through contractual arrangements directly or indirectly by the Company.
- 2.35 “**Substantial Shareholder**” means a person who is entitled to exercise, or control the exercise of, 10% or more of the voting power at any general meeting of the company.
- 2.36 “**Trading Date**” means the closing of the first sale to the general public of the Shares pursuant to a registration statement filed with and declared effective by the U.S. Securities and Exchange Commission under the Securities Act.
- 2.37 “**Trading Window Days**” means the days which the Participant is not prohibited by the Company’s policy from trading.

## ARTICLE 3

### SHARES SUBJECT TO THE PLAN

#### 3.1 Number of Shares.

- (a) Subject to the provisions of Article 9 and Section 3.1(b), the maximum aggregate number of Shares which may be issued pursuant to all Awards (including Incentive Share Options) shall be 4,890,000 Shares, representing approximately 4.2% of the issued shares as of the Parent Approval Date.
- (b) To the extent that an Award terminates, expires, or lapses for any reason, any Shares subject to the Award shall again be available for the grant of an Award pursuant to the Plan. To the extent permitted by Applicable Laws, Shares issued in assumption of, or in substitution for, any outstanding awards of any entity acquired in any form or combination by the Company or any Parent or Subsidiary of the Company shall not be counted against Shares available for grant pursuant to the Plan. Shares delivered by the Participant or withheld by the Company upon the exercise of any Award under the Plan, in payment of the exercise price thereof or tax withholding thereon, may again be optioned, granted or awarded hereunder, subject to the limitations of Section 3.1(a). If any Restricted Shares are forfeited by the Participant or repurchased by the Company, such Shares may again be optioned, granted or awarded hereunder, subject to the limitations of Section 3.1(a). Notwithstanding the provisions of this Section 3.1(b), no Shares may again be optioned, granted or awarded if such action would cause an Incentive Share Option to fail to qualify under Section 422 of the Code.

- 3.2 Shares Distributed. Any Shares distributed pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares, treasury shares (subject to Applicable Laws) or Shares purchased on the open market. Additionally, in the discretion of the Committee, American Depository Shares in an amount equivalent to the number of Shares which otherwise would be distributed pursuant to an Award may be distributed in lieu of Shares in settlement of any Award. If the number of Shares represented by an American Depository Share is other than on a one-to-one basis, the limitations of Section 3.1 shall be adjusted to reflect the distribution of American Depository Shares in lieu of Shares.

## ARTICLE 4

### ELIGIBILITY AND PARTICIPATION

- 4.1 Eligibility. Persons eligible to participate in this Plan include Employees, Consultants, and all Directors, as determined by the Committee (the “**Eligible Persons**”).
- 4.2 Participation. Subject to the provisions of the Plan, the Committee may, from time to time, select from among all Eligible Persons with reference to their past, present and expected commitment and contribution to the Company and/or the Related Entities, those to whom Awards shall be granted and shall determine the nature and amount of each Award. Except as provided in one or more written contracts between the Company and a Participant, no Participant shall have any right to be granted an Award pursuant to this Plan. If the Participant is a director, officer or Substantial Shareholder of the Company and the Parent, the grant of Options shall be subject to the relevant rules of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Hong Kong Listing Rules**”).



## ARTICLE 5

### OPTIONS

5.1 General. The Committee is authorized to grant Options to Participants on the following terms and conditions:

- (a) Grant of Options. Subject to the terms and provisions of the Plan, Options may be granted to Employees, Consultants or Directors at any time and from time to time as determined by the Committee. The Committee, in its sole discretion, shall determine the number of Shares subject to each Option. The Committee may grant Incentive Share Options, Non-Qualified Share Options, or a combination thereof.
- (b) Exercise Price. The exercise price per Share subject to an Option shall be determined by the Committee and set forth in the Award Agreement which may be a fixed or variable price related to the Fair Market Value of the Shares, to the extent not prohibited by the Applicable Laws. The exercise price per Share subject to an Option may be amended or adjusted in the absolute discretion of the Committee, the determination of which shall be final, binding and conclusive. For so long as the Company remains a subsidiary of a Parent who is listed on the Stock Exchange of Hong Kong Limited (the “**Hong Kong Stock Exchange**”), the determination of the exercise price shall comply with the Hong Kong Listing Rules.
- (c) Time and Conditions of Exercise; Term. The Committee shall determine the time or times at which an Option may be exercised in whole or in part. The Committee has the discretion to fix any minimum period(s) for which an Option or any part thereof has to be held before the exercise of the subscription rights attaching thereto. The Committee shall also determine any conditions, including performance conditions, if any, that must be satisfied before all or part of an Option may be exercised. The Committee shall determine the term of the Option, provided that the term of any Option granted under the Plan shall not exceed ten (10) years from the Date of Grant and, provided further, that in the case of an Incentive Share Option granted to an Employee who, immediately prior to the time the Incentive Share Option is granted, owns Shares representing more than ten percent (10%) of the voting power of all classes of Shares of the Company or any Parent or Subsidiary of the Company, the term of the Incentive Share Option shall be no longer than five (5) years from the Date of Grant.

- (d) Payment. No payment is required on application or acceptance of an Option. The Committee shall determine the methods by which the exercise price of an Option may be paid, the form of payment, including, without limitation (i) cash or check denominated in U.S. Dollars, (ii) to the extent permissible under the Applicable Laws, cash or check in Chinese Renminbi, (iii) cash or check denominated in any other local currency as approved by the Committee, (iv) Shares held for such period of time as may be required by the Committee in order to avoid adverse financial accounting consequences and having a Fair Market Value on the date of delivery equal to the aggregate exercise price of the Option or exercised portion thereof, (v) after the Trading Date the delivery of a notice that the Participant has placed a market sell order with a broker with respect to Shares then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the Option exercise price; provided that payment of such proceeds is then made to the Company upon settlement of such sale, (vi) other property acceptable to the Committee with a Fair Market Value equal to the exercise price, or (vii) any combination of the foregoing. Notwithstanding any other provision of the Plan to the contrary, no Participant who is a Director or an “executive officer” of the Company within the meaning of Section 13(k) of the Exchange Act shall be permitted to pay the exercise price of an Option in any method which would violate Section 13(k) of the Exchange Act.
- (e) Evidence of Grant. All Options shall be evidenced by an Award Agreement between the Company and the Participant. The Award Agreement shall include such additional provisions as may be specified by the Committee.
- (f) Expiration of Option. Except as otherwise provided in an Award Agreement or in Section 5.2 of the Plan with respect to Incentive Share Options, Options may not be exercised to any extent by anyone after the first to occur of the following events:
- (i) Ten years from the Date of Grant, unless an earlier time is set in the Award Agreement;
  - (ii) Sixty (60) Trading Window Days after the Participant’s termination of employment and service for any reason other than Cause, death or Disability;
  - (iii) Upon the Participant’s termination of employment for Cause; and
  - (iv) Three (3) months after the date of the Participant’s termination of employment and service on account of Disability or death. Upon the Participant’s Disability or death, any Options exercisable as of the Participant’s Disability or death may be exercised by the Participant’s legal representative or representatives, by the person or persons entitled to do so pursuant to the Participant’s last will and testament, or, if the Participant fails to make testamentary disposition of such Option or dies intestate, by the person or persons entitled to receive the Option pursuant to the applicable laws of descent and distribution.

Any Options not exercised within the period of time required pursuant to the earliest to occur of the events described in (i) – (iv) above shall terminate and the Shares covered by such Option shall revert to the Plan. In addition, except as otherwise provided in an Award Agreement, if, on the date of termination, the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option shall be forfeited by the Participant and shall immediately revert to the Plan. If the Participant’s employment is terminated for Cause, the Company has the right to cancel, forfeit and revoke the Shares underlying the exercised Options, or seek damages or compensation.

5.2 Incentive Share Options. Incentive Share Options, which shall be no greater than 20% of the size of the total pool, may be granted to Employees of the Company or a Parent Corporation or Subsidiary of the Company.

- (a) Individual Dollar Limitation. The aggregate Fair Market Value (determined as of the time the Option is granted) of all Shares with respect to which Incentive Share Options are first exercisable by a Participant in any calendar year may not exceed US\$100,000 or such other limitation as imposed by Section 422(d) of the Code, or any successor provision. To the extent that Incentive Share Options are first exercisable by a Participant in excess of such limitation, the excess shall be considered Non-Qualified Share Options.
- (b) Exercise Price. The exercise price of an Incentive Share Option shall be equal to the Fair Market Value on the date of grant. However, the exercise price of any Incentive Share Option granted to any individual who, at the date of grant, owns Shares possessing more than ten percent of the total combined voting power of all classes of shares of the Company may not be less than 110% of Fair Market Value on the date of grant and such Option may not be exercisable for more than five years from the date of grant.
- (c) Notice of Disposition. The Participant shall give the Company prompt notice of any disposition of Shares acquired by exercise of an Incentive Share Option within (i) two years from the date of grant of such Incentive Share Option or (ii) one year after the transfer of such Shares to the Participant.
- (d) Expiration of Incentive Share Options. No Award of an Incentive Share Option may be made pursuant to this Plan after the tenth anniversary of the Effective Date.
- (e) Right to Exercise. During a Participant’s lifetime, an Incentive Share Option may be exercised only by the Participant.

5.3 Maximum number of Shares in respect of which Options may be granted.

Subject to the provisions of Article 3, for so long as the Company remains a subsidiary of a Parent who is listed on the Hong Kong Stock Exchange, the Company shall comply with the Hong Kong Listing Rules in respect of Options, including:

- (a) The total number of Shares which may be issued upon exercise of all Options to be granted under the Plan and any other share option schemes of the Company must not in aggregate exceed 10% of the issued and outstanding Shares as of the Parent Approval Date (the “**Limit**”), unless further shareholders’ approval from the shareholders of the Company and the Parent have been obtained pursuant to sub-paragraph (b) or (c) below, provided that Options lapsed in accordance with the terms of the Plan will not be counted for the purpose of calculating the Limit.

- (b) The Company may seek approval of the shareholders of the Company and the Parent in general meetings to increase the Limit provided that the Limit as increased shall not exceed 10% of the issued and outstanding Shares in issue as at the date of approval from the shareholders of the Company and the shareholders of the Parent of the increased Limit. Options previously granted (including those outstanding, cancelled, lapsed or exercised in accordance with the Plan and any other share option schemes of the Company) will not be counted for the purpose of calculating the increased Limit.
- (c) The Company may seek separate approval of the shareholders of the Company and the shareholders of the Parent in general meetings to grant Options beyond the Limit or the increased Limit provided that the Options in excess of the Limit or increased Limit are granted only to such Eligible Persons specifically identified by the Committee before such approval is sought.
- (d) The total number of Shares which may be issued upon exercise of all outstanding Options granted and yet to be exercised under the Plan and any other share option schemes of the Company shall not in any event exceed 30% of the issued and outstanding Shares from time to time.
- (e) Unless approved by the shareholders of the Company and the Parent in the manner set out in the rest of this paragraph, the total number of Shares issued and to be issued upon the exercise of the Options granted and to be granted to any Participant (including both exercised and outstanding Options) in any 12-month period up to and including the Date of Grant shall not exceed 1% of the issued and outstanding Shares as at the Date of Grant. Where any further grant of Options to a Participant would result in this limit being exceeded, such further grant must be separately approved by the shareholders of the Company and the Parent in general meetings with such Participant and his/her associates abstaining from voting. The number and terms (including the exercise price) of Options to be granted must be fixed before the approval of the shareholders of the Company and the Parent and the date of the meeting of the Board for proposing such further grant should be taken as the Date of Grant for the purpose of calculating the exercise price.

#### 5.4 Voting and dividend rights.

The Shares issued upon the exercise of an Option shall not carry voting rights until details of such Shares (and their holder) are entered in the register of members of the Company. The Shares to be allotted and issued upon the exercise of an Option will rank *pari passu* with the fully paid issued and outstanding Shares and accordingly will entitle the Participant to participate in all dividend or other distributions paid or made on or after the date when details of such Shares (and their holder) are entered in the register of members of the Company other than any dividend or other distributions previously declared or recommended or resolved to be paid or made if the record date therefor shall be before the date when details of such Shares (and their holder) are entered in the register of members of the Company, provided always that when the date of exercise of the Option falls on a date upon which the register of members of the Company is closed then the exercise of the Option shall become effective on the first trading day on which the register of members of the Company is re-opened.

5.5 Lapse of Options.

An Option shall lapse (to the extent not already exercised) automatically on the earliest of:

- (a) expiry of the term of any Option;
- (b) the date of termination of employment by the Participant's employing company for the Cause;
- (c) expiry of the 60-day period from the date of voluntary resignation of the Participant other than by reason of the circumstances set out in sub-paragraph (d) hereof;
- (d) the date of termination of such other contract or agreement constituting a Participant for his breach of the terms thereof or in accordance with the termination provisions of such contract or agreement by any contracting party;
- (e) expiry of the three-month period following the occurrence of an event which causes the Participant to cease to be an Eligible Person, including ill-health, injury, disability, death or retirement;
- (f) the date on which the resolution to voluntarily wind up the Company is passed; and
- (g) the date of the commencement of winding up of the Company.

5.6 Cancellation of Options.

Any Options granted but not exercised may be cancelled if the Participant agrees in writing. Issuance of new Options to the same Participant may only be made if there are unissued Options available under the Plan (excluding the cancelled Options) and in compliance with the terms of the Plan in force from time to time.

**ARTICLE 6**

**RESTRICTED SHARES**

- 6.1 Grant of Restricted Shares. The Committee, at any time and from time to time, may grant Restricted Shares to Participants as the Committee, in its sole discretion, shall determine. The Committee, in its sole discretion, shall determine the number of Restricted Shares to be granted to each Participant.

- 6.2 Restricted Shares Award Agreement. Each Award of Restricted Shares shall be evidenced by an Award Agreement that shall specify the Restriction Period, the number of Restricted Shares granted, and such other terms and conditions as the Committee, in its sole discretion, shall determine. Unless the Committee determines otherwise, Restricted Shares shall be held by the Company as escrow agent until the restrictions on such Restricted Shares have lapsed.
- 6.3 Issuance and Restrictions. Restricted Shares shall be subject to such restrictions on transferability and other restrictions as the management may impose (including, without limitation, limitations on the right to vote Restricted Shares or the right to receive dividends on the Restricted Share). These restrictions may lapse separately or in combination at such times, pursuant to such circumstances, in such installments, or otherwise, as the Committee determines at the time of the grant of the Award or thereafter.
- 6.4 Forfeiture/Repurchase. Except as otherwise determined by the Committee at the time of the grant of the Award or thereafter, upon termination of employment or service during the applicable Restriction Period, Restricted Shares that are at that time subject to restrictions shall be forfeited or repurchased in accordance with the Award Agreement; provided, however, the management may (a) provide in any Restricted Share Award Agreement that restrictions or forfeiture and repurchase conditions relating to Restricted Shares will be waived in whole or in part in the event of terminations resulting from specified causes, and (b) in other cases waive in whole or in part restrictions or forfeiture and repurchase conditions relating to Restricted Shares.
- 6.5 Certificates for Restricted Shares. Restricted Shares granted pursuant to the Plan may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Shares are registered in the name of the Participant, certificates must bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Shares, and the Company may, at its discretion, retain physical possession of the certificate until such time as all applicable restrictions lapse.
- 6.6 Removal of Restrictions. Except as otherwise provided in this Article 6, Restricted Shares granted under the Plan shall be released from escrow as soon as practicable after the last day of the Restriction Period. The Committee, in its discretion, may accelerate the time at which any restrictions shall lapse or be removed. After the restrictions have lapsed, the Participant shall be entitled to have any legend or legends under Section 6.5 removed from his or her Share certificate, and the Shares shall be freely transferable by the Participant, subject to applicable legal restrictions. The Committee (in its discretion) may establish procedures regarding the release of Shares from escrow and the removal of legends, as necessary or appropriate to minimize administrative burdens on the Company.

## ARTICLE 7

### RESTRICTED SHARE UNITS

- 7.1 Grant of Restricted Share Units. The Committee, at any time and from time to time, may grant Restricted Share Units to Participants as the Committee, in its sole discretion, shall determine. The Committee, in its sole discretion, shall determine the number of Restricted Share Units to be granted to each Participant.
- 7.2 Restricted Share Units Award Agreement. Each Award of Restricted Share Units shall be evidenced by an Award Agreement that shall specify any vesting conditions, the number of Restricted Share Units granted, and such other terms and conditions as the Committee, in its sole discretion, shall determine.
- 7.3 Performance Objectives and Other Terms. The Committee, in its discretion, may set performance objectives or other vesting criteria which, depending on the extent to which they are met, will determine the number or value of Restricted Share Units that will be paid out to the Participants.
- 7.4 Form and Timing of Payment of Restricted Share Units. At the time of grant, the Committee shall specify the date or dates and/or event or events upon which the Restricted Share Units shall become fully vested and nonforfeitable. Upon vesting, the Committee, in its sole discretion, may pay Restricted Share Units in the form of cash, in Shares or in a combination thereof.
- 7.5 Forfeiture/Repurchase. Except as otherwise determined by the Committee at the time of the grant of the Award or thereafter, upon termination of employment and service during the applicable restriction period, Restricted Share Units that are at that time unvested shall be forfeited or repurchased in accordance with the Award Agreement; provided, however, the Committee may (a) provide in any Restricted Share Unit Award Agreement that restrictions or forfeiture and repurchase conditions relating to Restricted Share Units will be waived in whole or in part in the event of terminations resulting from specified causes, and (b) in other cases waive in whole or in part restrictions or forfeiture and repurchase conditions relating to Restricted Share Units.

## ARTICLE 8

### PROVISIONS APPLICABLE TO AWARDS

- 8.1 Award Agreement. Awards under the Plan shall be evidenced by Award Agreements that set forth the terms, conditions and limitations for each Award, which may include the term of an Award, the provisions applicable in the event the Participant's employment or service terminates, and the Company's authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind an Award.

- 8.2 **Limits on Transfer.** No right or interest of a Participant in any Award may be pledged, encumbered, or hypothecated to or in favor of any party other than the Company or a Subsidiary, or shall be subject to any lien, obligation, or liability of such Participant to any other party other than the Company or a Subsidiary. Except as otherwise provided by the Committee, no Award shall be assigned, transferred, or otherwise disposed of by a Participant other than by will or the laws of descent and distribution. Nevertheless, an Award (other than an Option granted under the Plan) can be transferred to the immediate family members of a Participant, the holding companies controlled by a Participant or his immediate family members, or trusts established for the benefit of a Participant or his family members, provided that the costs and expenses arising from or in connection with such transfer will be assumed by the Participant.
- 8.3 **Beneficiaries.** Notwithstanding [Section 8.2](#), a Participant may, in the manner determined by the Committee, designate a beneficiary to exercise the rights of the Participant and to receive any distribution with respect to any Award upon the Participant's death. A beneficiary, legal guardian, legal representative, or other person claiming any rights pursuant to the Plan is subject to all terms and conditions of the Plan and any Award Agreement applicable to the Participant, except to the extent the Plan and Award Agreement otherwise provide, and to any additional restrictions deemed necessary or appropriate by the Committee. If the Participant is married and resides in a community property state, a designation of a person other than the Participant's spouse as his or her beneficiary with respect to more than 50% of the Participant's interest in the Award shall not be effective without the prior written consent of the Participant's spouse. If no beneficiary has been designated or survives the Participant, payment shall be made to the person entitled thereto pursuant to the Participant's will or the laws of descent and distribution. Subject to the foregoing, a beneficiary designation may be changed or revoked by a Participant at any time provided the change or revocation is filed with the Committee.
- 8.4 **Share Certificates.** Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any certificates evidencing the Shares pursuant to the exercise of any Award, unless and until the Committee has determined, with advice of counsel, that the issuance and delivery of such certificates is in compliance with all Applicable Laws, regulations of governmental authorities and, if applicable, the requirements of any exchange on which the Shares are listed or traded. All Share certificates delivered pursuant to the Plan are subject to any stop-transfer orders and other restrictions as the Committee deems necessary or advisable to comply all Applicable Laws, and the rules of any national securities exchange or automated quotation system on which the Shares are listed, quoted, or traded. The Committee may place legends on any Share certificate to reference restrictions applicable to the Shares. In addition to the terms and conditions provided herein, the Committee may require that a Participant make such reasonable covenants, agreements, and representations as the Committee, in its discretion, deems advisable in order to comply with any such laws, regulations, or requirements. The Committee shall have the right to require any Participant to comply with any timing or other restrictions with respect to the settlement or exercise of any Award, including a window-period limitation, as may be imposed in the discretion of the Committee.
- 8.5 **Paperless Administration.** Subject to Applicable Laws, the Committee may make Awards, provide applicable disclosure and procedures for exercise of Awards by an internet website or interactive voice response system for the paperless administration of Awards.



- 8.6 **Foreign Currency.** A Participant may be required to provide evidence that any currency used to pay the exercise price of any Award were acquired and taken out of the jurisdiction in which the Participant resides in accordance with Applicable Laws, including foreign exchange control laws and regulations. In the event the exercise price for an Award is paid in Chinese Renminbi or other foreign currency, as permitted by the Committee, the amount payable will be determined by conversion from U.S. dollars at the official rate promulgated by the People's Bank of China for Chinese Renminbi, or for jurisdictions other than the People's Republic of China, the exchange rate as selected by the Committee on the date of exercise.

## ARTICLE 9

### CHANGES IN CAPITAL STRUCTURE

- 9.1 **Adjustments.** In the event of any dividend, share split, combination or exchange of Shares, amalgamation, arrangement or consolidation, spin-off, recapitalization or other distribution (not including normal cash dividends after the Trading Date) of Company assets to its shareholders, or any other change affecting the Shares or the price or value of a Share, the Committee, shall consider whether there is any diminution or enlargement of the benefits intended to be made available under the Award, and then may in its sole discretion make such proportionate adjustments (if any) as it considers to reflect such change with respect to (a) the aggregate number and type of shares that may be issued under the Plan (including, but not limited to, adjustments of the limitations in [Section 3.1](#)); (b) the terms and conditions of any outstanding Awards (including, without limitation, any applicable performance targets or criteria with respect thereto); (c) the grant or exercise price per share for any outstanding Awards under the Plan and (d) in the case of a spin-off, the additional number and type of shares (including shares in the entities being spun-off) that shall be issued or an appropriate decrease of exercise price in connection with the spin-off.

Upon the occurrence of the above events, the number or nominal amount of the Shares comprised in each Option and/or the exercise price thereunder and/or the Limit (as increased from time to time) may be adjusted in any manner as the Committee (having received a confirmation in writing from the auditors for the time being of the Company or the independent financial adviser appointed by the Company, acting as experts and not as arbitrators, that in their opinion the proposed adjustments satisfy the requirements set out in Rule 17.03(13) of the Hong Kong Listing Rules and the note thereto so long as the Company remains a subsidiary of the Parent) may deem appropriate provided always that:

- (a) any adjustments should give a Participant the same proportion of the share capital of the Company as that to which he was previously entitled prior to such adjustments;

- (b) no adjustments shall be made which will enable a Share to be issued at less than its nominal value;
  - (c) where the above events arise from an issue of Shares, references to Options shall include references to Options that have been exercised prior to the date of the adjustment in respect of Shares which otherwise do not rank and are not entitled to participate in the issue by reason of the Participant not having been then registered as the holder of the relevant Shares; and
  - (d) The issue of securities as consideration in a transaction may not be regarded as a circumstance requiring adjustment.
- 9.2 Corporate Transactions. Except as may otherwise be provided in any Award Agreement or any other written agreement entered into by and between the Company and a Participant, if the Committee anticipates the occurrence, or upon the occurrence, of a Corporate Transaction, the Committee may, in its sole discretion, provide for one or more of the following: (i) any and all Awards outstanding hereunder to terminate at a specific time in the future and shall give each Participant the right to exercise the vested portion of such Awards during a period of time as the Committee shall determine, or (ii) the termination of any Award in exchange for an amount of cash equal to the amount that could have been attained upon the exercise of such Award (and, for the avoidance of doubt, if as of such date the Committee determines in good faith that no amount would have been attained upon the exercise of such Award, then such Award may be terminated by the Company without payment), or (iii) the replacement of such Award with other rights or property selected by the Committee in its sole discretion or the assumption of or substitution of such Award by the successor or surviving corporation, or a Parent or Subsidiary thereof, with appropriate adjustments as to the number and kind of Shares and prices, or (iv) payment of Award in cash based on the value of Shares on the date of the Corporate Transaction plus reasonable interest on the Award through the date when such Award would otherwise be vested or have been paid in accordance with its original terms, if necessary to comply with Section 409A of the Code.
- 9.3 Outstanding Awards – Other Changes. In the event of any other change in the capitalization of the Company or corporate change other than those specifically referred to in this Article 9, subject to Applicable Laws and the terms of the Plan, the Committee may, in its sole discretion, make such adjustments in the number and class of shares subject to Awards outstanding on the date on which such change occurs and in the per share grant or exercise price of each Award as the Committee may consider appropriate to prevent dilution or enlargement of rights.
- 9.4 No Other Rights. Except as expressly provided in the Plan, no Participant shall have any rights by reason of any subdivision or consolidation of Shares of any class, the payment of any dividend, any increase or decrease in the number of shares of any class or any dissolution, liquidation, merger, or consolidation of the Company or any other corporation. Except as expressly provided in the Plan or pursuant to action of the Committee under the Plan, no issuance by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of shares subject to an Award or the grant or exercise price of any Award.

## ARTICLE 10

### ADMINISTRATION

- 10.1 Committee. The Plan shall be administered by the Board having regard to any recommendations made to the Board by the compensation committee or if the Board has delegated the authority to the Committee members in accordance with the terms of such delegation (provided that in such case the Committee shall not grant or amend Awards to any Committee members). The term “Committee” in this Plan shall refer to the Board unless a delegation has been made by the Board to the compensation committee and in which case only to the extent of such delegation.
- 10.2 Section 162(m). To the extent Section 162(m) of the Code is applicable to the Company and the Committee determines it to be desirable to qualify Awards granted hereunder as “performance-based compensation” within the meaning of Section 162(m) of the Code, the Plan shall be administered by a Committee of two or more “outside directors” within the meaning of Section 162(m) of the Code.
- 10.3 Action by the Committee. A majority of the Committee shall constitute a quorum. The acts of a majority of the members present at any meeting at which a quorum is present, or acts approved in writing by all the Committee members in lieu of a meeting, shall be deemed the acts of the Committee. Each member of the Committee is entitled to, in good faith, rely or act upon any report or other information furnished to that member by any officer or other employee of the Company or any Subsidiary or Parent of the Company, the Company’s independent certified public accountants, or any executive compensation consultant or other professional retained by the Company to assist in the administration of the Plan.
- 10.4 Authority of the Committee. Subject to any specific designation in the Plan, the Committee has the exclusive power, authority and discretion to:
- (a) Designate Participants to receive Awards;
  - (b) Determine the type or types of Awards to be granted to each Participant;
  - (c) Determine the number of Awards to be granted and the number of Shares to which an Award will relate;
  - (d) Determine the terms and conditions of any Award granted pursuant to the Plan, including, but not limited to, the exercise price, grant price, or purchase price, any restrictions or limitations on the Award, any schedule for lapse of forfeiture restrictions or restrictions on the exercisability of an Award, and accelerations or waivers thereof, any provisions related to non-competition and recapture of gain on an Award, based in each case on such considerations as the Committee in its sole discretion determines;

- (e) Determine whether, to what extent, and pursuant to what circumstances an Award may be settled in, or the exercise price of an Award may be paid in, cash, Shares, other Awards, or other property, or an Award may be canceled, forfeited, or surrendered;
- (f) Prescribe the form of each Award Agreement, which need not be identical for each Participant; Award; Plan;
- (g) Decide all other matters that must be determined in connection with an Award;
- (h) Determine the Fair Market Value, consistent with the terms of the Plan;
- (i) Establish, adopt, or revise any rules and regulations as it may deem necessary or advisable to administer the Plan;
- (j) Interpret the terms of, and any matter arising pursuant to, the Plan, any Award Agreement and any Award granted thereunder; and
- (k) Make all other decisions and determinations that may be required pursuant to the Plan or as the Committee deems necessary or advisable to administer the Plan.

10.5 Restrictions on the Authority of the Committee.

Subject to the above, the Committee may from time to time in its absolute discretion waive or amend the rules of the Plan as it deems desirable, provided that, except with the prior approval of the shareholders of the Company and the Parent (for so long as the Company remains a subsidiary of a Parent who is listed on the Hong Kong Stock Exchange) in general meetings:

- (a) no alteration to any of the matters set out in Rule 17.03 of the Hong Kong Listing Rules shall be made to the advantage of Participants; and
- (b) no alteration to the terms and conditions of the Plan which are of a material nature or any change to the terms of Options granted may be made, except where the alterations take effect automatically under the existing terms of the Plan,

provided that for so long as the Company remains a subsidiary of the Parent, the amended terms must still comply with the relevant requirements of Chapter 17 of the Hong Kong Listing Rules.

Any change to the authority of the Committee in relation to any alteration to the terms of the Plan must be approved by the shareholders of the Company and the shareholders of the Parent (for so long as the Company remains a subsidiary of a Parent who is listed on the Hong Kong Stock Exchange) in general meetings.

10.6 Decisions Binding. The Committee's interpretation of the Plan, any Awards granted pursuant to the Plan, any Award Agreement and all decisions and determinations by the Committee with respect to the Plan are final, binding, and conclusive on all parties.

## ARTICLE 11

### EFFECTIVE AND EXPIRATION DATE

- 11.1 Effective Date. The Plan is effective as of the date the Plan is adopted and approved by the Board (the “**Effective Date**”). The Plan shall be ratified by the shareholders of the Company by written resolutions at a general meeting duly held in accordance with the Company’s then effective memorandum and articles of association within twenty-four (24) months of the Effective Date. For so long as the Company remains a subsidiary of a Parent who is listed on the Hong Kong Stock Exchange, the Plan is conditional on the approval from the shareholders of the Parent in relation to the adoption of the Plan at the general meeting of the Parent (the “**Parent Approval Date**”). No new Shares shall be issued pursuant to Awards granted under the Plan prior to such ratification of the Plan by the shareholders of the Company. In the event that the Plan is not ratified by the shareholders of the Company, all new Awards shall be null and void.
- 11.2 Expiration Date. The Plan will expire on, and no Award may be granted pursuant to the Plan after, the tenth anniversary of the Effective Date. Any Awards that are outstanding on the tenth anniversary of the Effective Date shall remain in force according to the terms of the Plan and the applicable Award Agreement.

## ARTICLE 12

### AMENDMENT, MODIFICATION, AND TERMINATION

- 12.1 Amendment, Modification, And Termination. With the approval of the Board, at any time and from time to time, the Committee may terminate, amend or modify the Plan; provided, however, that (a) to the extent necessary to comply with Applicable Laws, the Company shall obtain shareholder approval of any Plan amendment in such a manner and to such a degree as required, unless the Company decides to follow home country practice, and (b) unless the Company is permitted to and decides to follow home country practice, shareholder approval is required for any amendment to the Plan that (i) increases the number of Shares available under the Plan (other than any adjustment as provided by Article 9) or (ii) permits the Committee to extend the term of the Plan.
- 12.2 Awards Previously Granted. Except with respect to amendments made pursuant to Section 12.1, no termination, amendment, or modification of the Plan shall adversely affect in any material way any Award previously granted pursuant to the Plan without the prior written consent of the Participant. Upon the termination of the Plan no further Awards will be made but Options granted prior to such termination shall continue to be valid and exercisable in accordance with the rules of the Plan.

## ARTICLE 13

### GENERAL PROVISIONS

- 13.1 No Rights to Awards. No Participant, employee, or other person shall have any claim to be granted any Award pursuant to the Plan, and neither the Company nor the Committee is obligated to treat Participants, employees, and other persons uniformly.
- 13.2 No Shareholders Rights. Except as otherwise determined by the Committee at the time of the grant of an Award or thereafter, no Award gives the Participant any of the rights of a Shareholder of the Company unless and until Shares are in fact issued to such person in connection with such Award.
- 13.3 Taxes. No Shares shall be delivered under the Plan to any Participant until such Participant has made arrangements acceptable to the Committee for the satisfaction of any income and employment tax withholding obligations under Applicable Laws. The Company or any Subsidiary shall have the authority and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy all applicable taxes (including the Participant's payroll tax obligations) required or permitted by Applicable Laws to be withheld with respect to any taxable event concerning a Participant arising as a result of this Plan. The Committee may in its discretion and in satisfaction of the foregoing requirement allow a Participant to elect to have the Company withhold Shares otherwise issuable under an Award (or allow the return of Shares) having a Fair Market Value equal to the sums required to be withheld. Notwithstanding any other provision of the Plan, the number of Shares which may be withheld with respect to the issuance, vesting, exercise or payment of any Award (or which may be repurchased from the Participant of such Award after such Shares were acquired by the Participant from the Company) in order to satisfy any income and payroll tax liabilities applicable to the Participant with respect to the issuance, vesting, exercise or payment of the Award shall, unless specifically approved by the Committee, be limited to the number of Shares which have a Fair Market Value on the date of withholding or repurchase equal to the aggregate amount of such liabilities based on the minimum statutory withholding rates for the applicable income and payroll tax purposes that are applicable to such supplemental taxable income.
- 13.4 No Right to Employment or Services. Nothing in the Plan or any Award Agreement shall interfere with or limit in any way the right of the Service Recipient to terminate any Participant's employment or services at any time, nor confer upon any Participant any right to continue in the employment or services of any Service Recipient.
- 13.5 Unfunded Status of Awards. The Plan is intended to be an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant pursuant to an Award, nothing contained in the Plan or any Award Agreement shall give the Participant any rights that are greater than those of a general creditor of the Company or any Subsidiary.

- 13.6 Indemnification. To the extent allowable pursuant to Applicable Laws, each member of the Committee or of the Board shall be indemnified and held harmless by the Company from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by such member in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action or failure to act pursuant to the Plan and against and from any and all amounts paid by him or her in satisfaction of judgment in such action, suit, or proceeding against him or her; provided he or she gives the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled pursuant to the Company's Memorandum of Association and Articles of Association, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.
- 13.7 Relationship to other Benefits. No payment pursuant to the Plan shall be taken into account in determining any benefits pursuant to any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Subsidiary or Parent of the Company except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.
- 13.8 Expenses. The expenses of administering the Plan shall be borne by the Company and its Subsidiaries.
- 13.9 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.
- 13.10 Fractional Shares. No fractional Shares shall be issued and the Committee shall determine, in its discretion, whether cash shall be given in lieu of fractional Shares or whether such fractional Shares shall be eliminated by rounding up or down as appropriate.
- 13.11 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan, the Plan, and any Award granted or awarded to any Participant who is then subject to Section 16 of the Exchange Act, shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by the Applicable Laws, the Plan and Awards granted or awarded hereunder shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.
- 13.12 Government and Other Regulations. The obligation of the Company to make payment of awards in Shares or otherwise shall be subject to all Applicable Laws, and to such approvals by government agencies as may be required. The Company shall be under no obligation to register any of the Shares paid pursuant to the Plan under the Securities Act or any other similar law in any applicable jurisdiction. If the Shares paid pursuant to the Plan may in certain circumstances be exempt from registration pursuant to the Securities Act or other Applicable Laws, the Company may restrict the transfer of such Shares in such manner as it deems advisable to ensure the availability of any such exemption.

- 13.13 Governing Law. The Plan and all Award Agreements shall be construed in accordance with and governed by the laws of the State of New York.
- 13.14 Section 409A. It is the intent of the Company that payments and benefits under the Plan comply with Section 409A of the Code to the extent subject thereto, and, accordingly, to the maximum extent permitted, the Plan shall be interpreted and be administered to be in compliance therewith. To the extent that the Committee determines that any Award granted under the Plan is or may become subject to Section 409A of the Code, the Award Agreement evidencing such Award shall incorporate the terms and conditions required by Section 409A of the Code. To the extent applicable, the Plan and the Award Agreements shall be interpreted in accordance with Section 409A of the Code and the U.S. Department of Treasury regulations and other interpretative guidance issued thereunder, including without limitation any such regulation or other guidance that may be issued after the Effective Date. Notwithstanding any provision of the Plan to the contrary, in the event that following the Effective Date the Committee determines that any Award may be subject to Section 409A of the Code and related Department of Treasury guidance (including such Department of Treasury guidance as may be issued after the Effective Date), the Committee may adopt such amendments to the Plan and the applicable Award Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Committee determines are necessary or appropriate to (a) exempt the Award from Section 409A of the Code and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section 409A of the Code and related U.S. Department of Treasury guidance.
- 13.15 Appendices. The Committee may approve such supplements, amendments or appendices to the Plan as it may consider necessary or appropriate for purposes of compliance with Applicable Laws or otherwise and such supplements, amendments or appendices shall be considered a part of the Plan; provided, however, that no such supplements shall increase the share limitation contained in Section 3.1 of the Plan without the approval of the Board and shareholder approval to the extent required by Applicable Laws.
- 13.16 Language. The Plan is written in English, and any Chinese translation is for convenience purposes only. In the event of any discrepancy between the English portion of the Plan and the Chinese translation, the English portion shall govern.



AMENDMENT NO. 1 TO  
2016 SHARE INCENTIVE PLAN II  
OF  
AUTOHOME INC.

This Amendment No. 1 (“Amendment”) to the 2016 Share Incentive Plan II (the “2016 Plan II”) of Autohome Inc. (the “Company”) is effective as of December 2, 2016.

1. Pursuant to the resolutions passed in meeting of the board of directors of the Company on December 2, 2016, effective on the date first set forth above, Section 2.2 of the Plan is hereby amended by replacing the Section entirely as follows:

“Award” means a Restricted Share award granted to a Participant pursuant to the Plan. ”

2. Section 3.1 of the Plan is hereby amended by replacing the Section entirely as follows:

“ Number of Shares.

(a) Subject to the provisions of Article 9 and Section 3.1(b), the maximum aggregate number of Shares which may be issued pursuant to the Award of Restricted Shares shall be 3,000,000 Shares. For the avoidance of doubt, notwithstanding otherwise stated in this Plan, only Restricted Shares may be granted to Participants pursuant to this Plan.

(b) To the extent that an Award terminates, expires, or lapses for any reason, any Shares subject to the Award shall again be available for the grant of an Award pursuant to the Plan. To the extent permitted by Applicable Laws, Shares issued in assumption of, or in substitution for, any outstanding awards of any entity acquired in any form or combination by the Company or any Parent or Subsidiary of the Company shall not be counted against Shares available for grant pursuant to the Plan. Shares delivered by the Participant or withheld by the Company upon the exercise of any Award under the Plan, in payment of the exercise price thereof or tax withholding thereon, may again be granted or awarded hereunder, subject to the limitations of Section 3.1(a). If any Restricted Shares are forfeited by the Participant or repurchased by the Company, such Shares may again be granted or awarded hereunder, subject to the limitations of Section 3.1(a). ”

3. Section 8.2 of the Plan is hereby amended by replacing the Section entirely as follows:

“Limits on Transfer. No right or interest of a Participant in any Award may be pledged, encumbered, or hypothecated to or in favor of any party other than the Company or a Subsidiary, or shall be subject to any lien, obligation, or liability of such Participant to any other party other than the Company or a Subsidiary. Except as otherwise provided by the Committee, no Award shall be assigned, transferred, or otherwise disposed of by a Participant other than by will or the laws of descent and distribution. Nevertheless, an Award can be transferred to the immediate family members of a Participant, the holding companies controlled by a Participant or his immediate family members, or trusts established for the benefit of a Participant or his family members, provided that the costs and expenses arising from or in connection with such transfer will be assumed by the Participant. ”

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4. Section 2.18, Section 2.20, Section 2.21, Section 2.27, Article 5 and Article 7 of the Plan are hereby deemed voided and nullified.
  5. Notwithstanding the foregoing, except as amended hereby, each of the provisions of the 2016 Plan II shall remain in full force and effect, and this Amendment shall not constitute a modification, acceptance or waiver of any other provision of the 2016 Plan II except as specifically provided herein.
  6. This Amendment shall be construed in accordance with and governed by the laws of the Cayman Islands.

**AUTOHOME INC.**

**2016 SHARE INCENTIVE PLAN II**

**ARTICLE 1**

**PURPOSE**

The purpose of the Autohome Inc. 2016 Share Incentive Plan II (the “Plan”) is to promote the success and enhance the value of Autohome Inc., a company formed under the laws of the Cayman Islands (the “Company”), by linking the personal interests of the Directors, Employees, and Consultants to those of the Company’s shareholders and by providing such individuals with an incentive for outstanding performance to generate superior returns to the Company’s shareholders. The Plan is further intended to provide flexibility to the Company in its ability to motivate, attract, and retain the services of Directors, Employees, and Consultants upon whose judgment, interest, and special effort the successful conduct of the Company’s operation is largely dependent.

**ARTICLE 2**

**DEFINITIONS AND CONSTRUCTION**

Wherever the following terms are used in the Plan they shall have the meanings specified below, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates.

2.1 “Applicable Laws” means the legal requirements relating to the Plan and the Awards under applicable provisions of the corporate, securities, tax and other laws, rules, regulations and government orders, and the rules of any applicable stock exchange or national market system, of any jurisdiction applicable to Awards granted to residents therein.

2.2 “Award” means an Option, Restricted Share or Restricted Share Unit award and share appreciation rights granted to a Participant pursuant to the Plan.

2.3 “Award Agreement” means any written agreement, contract, or other instrument or document evidencing an Award, including through electronic medium.

2.4 “Board” means the Board of Directors of the Company.

2.5 “Cause” shall mean (i) performing an act or failing to perform any act in bad faith and to the detriment of the Company or any other Service Recipient; (ii) engaging in dishonesty, intentional misconduct or material breach of any agreement with the Company or any other Service Recipient; or (iii) conviction of, or plea of guilty or no contest to, a felony or any other crime involving dishonesty, breach of trust, or physical or emotional harm to any person.

2.6 “Code” means the Internal Revenue Code of 1986 of the United States, as amended.

2.7 “Committee” has the meaning described in Article 10.

2.8 “Consultant” means any consultant or adviser if: (a) the consultant or adviser renders bona fide services to a Service Recipient; (b) the services rendered by the consultant or adviser are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company’s securities; and (c) the consultant or adviser is a natural person who has contracted directly with the Service Recipient to render such services.

2.9 “Corporate Transaction”, unless otherwise defined in an Award Agreement, means any of the following transactions, provided, however, that the Committee shall determine under (d) and (e) whether multiple transactions are related, and its determination shall be final, binding and conclusive and, provided further, that the occurrence of a Trading Date shall not constitute a Corporate Transaction:

(a) an amalgamation, arrangement, merger or consolidation or scheme of arrangement (i) in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the jurisdiction in which the Company is incorporated, or (ii) the holders of the voting securities of the Company immediately prior to the transaction or their respective affiliates do not continue to hold more than 50% of the combined voting power of the voting securities of the surviving entity (or, as applicable, any Parent of such surviving entity) immediately following the transaction;

(b) the sale, transfer or other disposition of all or substantially all of the assets of the Company;

(c) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company;

(d) any reverse takeover or series of related transactions culminating in a reverse takeover (including, but not limited to, a tender offer followed by a reverse takeover) in which the Company is the surviving entity but (A) the Company’s equity securities outstanding immediately prior to such takeover are converted or exchanged by virtue of the takeover into other property, whether in the form of securities, cash or otherwise, or (B) in which securities possessing more than fifty percent (50%) of the total combined voting power of the Company’s outstanding securities are transferred to a person or persons (other than to an affiliate) different from those who held such securities immediately prior to such takeover or the initial transaction culminating in such takeover, but excluding any such transaction or series of related transactions that the Committee determines shall not be a Corporate Transaction; or

(e) acquisition in a single or series of related transactions by any person or related group of persons of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities but excluding any such transaction or series of related transactions that the Committee determines shall not be a Corporate Transaction provided, however, that any of the following acquisitions shall not be deemed to be a Corporate Transaction: (1) by the Company, any Parent, Subsidiary or Related Entity, (2) by any employee benefit plan (or related trust) sponsored or maintained by the Company, any Parent, Subsidiary or Related Entity, or (3) by any underwriter temporarily holding securities pursuant to an offering of such securities.

2.10 "Date of Grant" means, with respect to an Award, the date that the Award is granted and its exercise price is set (if applicable), consistent with Applicable Laws and applicable financial accounting rules.

2.11 "Director" means a member of the Board.

2.12 "Disability", unless otherwise defined in an Award Agreement, means that the Participant qualifies to receive long-term disability payments under the Service Recipient's long-term disability insurance program, as it may be amended from time to time, to which the Participant provides services regardless of whether the Participant is covered by such policy. If the Service Recipient to which the Participant provides service does not have a long-term disability plan in place, "Disability" means that a Participant is unable to carry out the responsibilities and functions of the position held by the Participant by reason of any medically determinable physical or mental impairment for a period of not less than ninety (90) consecutive days. A Participant will not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Committee in its discretion.

2.13 "Effective Date" shall have the meaning set forth in Section 11.1.

2.14 "Employee" means any person employed by the Company or any Parent or Subsidiary of the Company.

2.15 "Exchange Act" means the Securities Exchange Act of 1934 of the United States, as amended.

2.16 "Fair Market Value" means, as of any date, the value of Shares determined as follows:

(a) If the Shares are listed on one or more established stock exchanges or national market systems, including without limitation, The New York Stock Exchange or The Nasdaq Stock Market, 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 (as determined by the Committee) on the date of determination (or, if no closing sales price or closing bid was reported on that date, as applicable, on the last trading date such closing sales price or closing bid was reported), as reported in The Wall Street Journal or such other source as the Committee deems reliable;

(b) If the Shares are regularly quoted on an automated quotation system (including the OTC Bulletin Board) or by a recognized securities dealer, the Fair Market Value shall be the closing sales price for such shares as quoted on such system or by such securities dealer on the date of determination, but if selling prices are not reported, the Fair Market Value of a Share shall be the mean between the high bid and low asked prices for the Shares on the date of determination (or, if no such prices were reported on that date, on the last date such prices were reported), as reported in The Wall Street Journal or such other source as the Committee deems reliable; or

(c) In the absence of an established market for the Shares of the type described in (a) and (b), above, the Fair Market Value thereof shall be determined by the Committee in good faith and in its discretion.

2.17 "Fiscal Year" means a fiscal year of the Company.

2.18 "Incentive Share Option" means an Option that is intended to meet the requirements of Section 422 of the Code or any successor provision thereto.

2.19 "Independent Director" means a Director who meets the independence standards under the applicable corporate governance rules of the stock exchange and any other Applicable Laws.

2.20 "Non-Qualified Share Option" means an Option that is not intended to be an Incentive Share Option.

2.21 "Option" means a right granted to a Participant pursuant to Article 5 of the Plan to purchase a specified number of Shares at a specified price during specified time periods. An Option may be either an Incentive Share Option or a Non-Qualified Share Option.

2.22 "Participant" means a person who, as a Director, a Consultant or an Employee, has been granted an Award pursuant to the Plan.

2.23 "Parent" means a parent corporation under Section 424(e) of the Code.

2.24 "Plan" means this Autohome Inc. 2016 Share Incentive Plan II, as it may be amended from time to time.

2.25 "Related Entity" means any business, corporation, partnership, limited liability company or other entity in which the Company or a Parent or Subsidiary of the Company holds a substantial ownership interest, directly or indirectly, but which is not a Subsidiary and which the Board designates as a Related Entity for purposes of the Plan.

2.26 “Restricted Share” means a Share awarded to a Participant pursuant to Article 6 that is subject to certain restrictions and may be subject to risk of forfeiture.

2.27 “Restricted Share Unit” means the right granted to a Participant pursuant to Article 7 to receive a Share at a future date.

2.28 “Restriction Period” means the period during which the transfer of Restricted Shares are subject to restrictions, which restrictions may be based on the passage of time, the achievement of certain performance objectives, or the occurrence of other events as determined by the Committee, in its discretion.

2.29 “Securities Act” means the Securities Act of 1933 of the United States, as amended.

2.30 “Service Recipient” means the Company or any Parent or Subsidiary of the Company and any Related Entity to which a Participant provides services as an Employee, a Consultant or a Director.

2.31 “Share” means a Class A Ordinary Share, as defined in the fourth amended articles of association of the Company adopted by a special resolution of shareholders on October 28, 2013 , and such other securities of the Company that may be substituted for Shares pursuant to Article 9.

2.32 “Subsidiary” means any corporation or other entity of which a majority of the outstanding voting shares or voting power is beneficially owned or controlled through contractual arrangements directly or indirectly by the Company.

2.33 “Trading Date” means the closing of the first sale to the general public of the Shares pursuant to a registration statement filed with and declared effective by the U.S. Securities and Exchange Commission under the Securities Act.

2.34 “Trading Window Days” means the days which the Participant is not prohibited by the Company’s policy from trading.

### ARTICLE 3

#### SHARES SUBJECT TO THE PLAN

##### 3.1 Number of Shares.

(a) Subject to the provisions of Article 9 and Section 3.1(b), the maximum aggregate number of Shares which may be issued pursuant to all Awards (including Incentive Share Options) shall be 3,000,000 Shares.

(b) To the extent that an Award terminates, expires, or lapses for any reason, any Shares subject to the Award shall again be available for the grant of an Award pursuant to the Plan. To the extent permitted by Applicable Laws, Shares issued in assumption of, or in substitution for, any outstanding awards of any entity acquired in any form or combination by the Company or any Parent or Subsidiary of the Company shall not be counted against Shares available for grant pursuant to the Plan. Shares delivered by the Participant or withheld by the Company upon the exercise of any Award under the Plan, in payment of the exercise price thereof or tax withholding thereon, may again be optioned, granted or awarded hereunder, subject to the limitations of Section 3.1(a). If any Restricted Shares are forfeited by the Participant or repurchased by the Company, such Shares may again be optioned, granted or awarded hereunder, subject to the limitations of Section 3.1(a). Notwithstanding the provisions of this Section 3.1(b), no Shares may again be optioned, granted or awarded if such action would cause an Incentive Share Option to fail to qualify under Section 422 of the Code.

3.2 Shares Distributed. Any Shares distributed pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares, treasury shares (subject to Applicable Laws) or Shares purchased on the open market. Additionally, in the discretion of the Committee, American Depository Shares in an amount equivalent to the number of Shares which otherwise would be distributed pursuant to an Award may be distributed in lieu of Shares in settlement of any Award. If the number of Shares represented by an American Depository Share is other than on a one-to-one basis, the limitations of Section 3.1 shall be adjusted to reflect the distribution of American Depository Shares in lieu of Shares.

#### ARTICLE 4

##### ELIGIBILITY AND PARTICIPATION

4.1 Eligibility. Persons eligible to participate in this Plan include Employees, Consultants, and all Directors, as determined by the Committee.

4.2 Participation. Subject to the provisions of the Plan, the Committee may, from time to time, select from among all eligible individuals, those to whom Awards shall be granted and shall determine the nature and amount of each Award. Except as provided in one or more written contracts between the Company and an individual, no individual shall have any right to be granted an Award pursuant to this Plan.

#### ARTICLE 5

##### OPTIONS

5.1 General. The Committee is authorized to grant Options to Participants on the following terms and conditions:

(a) Grant of Options. Subject to the terms and provisions of the Plan, Options may be granted to Employees, Consultants or Directors at any time and from time to time as determined by the Committee. The Committee, in its sole discretion, shall determine the number of Shares subject to each Option. The Committee may grant Incentive Share Options, Non-Qualified Share Options, or a combination thereof.



(b) Exercise Price. The exercise price per Share subject to an Option shall be determined by the Committee and set forth in the Award Agreement which may be a fixed or variable price related to the Fair Market Value of the Shares, to the extent not prohibited by the Applicable Laws. The exercise price per Share subject to an Option may be amended or adjusted in the absolute discretion of the Committee, the determination of which shall be final, binding and conclusive.

(c) Time and Conditions of Exercise; Term. The Committee shall determine the time or times at which an Option may be exercised in whole or in part. The Committee shall also determine any conditions, including performance conditions, if any, that must be satisfied before all or part of an Option may be exercised. The Committee shall determine the term of the Option, provided that the term of any Option granted under the Plan shall not exceed ten years from the Date of Grant and, provided further, that in the case of an Incentive Share Option granted to an Employee who, immediately prior to the time the Incentive Share Option is granted, owns stock representing more than ten percent (10%) of the voting power of all classes of stock of the Company or any Parent or Subsidiary of the Company, the term of the Incentive Share Option shall be no longer than five (5) years from the Date of Grant.

(d) Payment. The Committee shall determine the methods by which the exercise price of an Option may be paid, the form of payment, including, without limitation (i) cash or check denominated in U.S. Dollars, (ii) to the extent permissible under the Applicable Laws, cash or check in Chinese Renminbi, (iii) cash or check denominated in any other local currency as approved by the Committee, (iv) Shares held for such period of time as may be required by the Committee in order to avoid adverse financial accounting consequences and having a Fair Market Value on the date of delivery equal to the aggregate exercise price of the Option or exercised portion thereof, (v) after the Trading Date the delivery of a notice that the Participant has placed a market sell order with a broker with respect to Shares then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the Option exercise price; *provided* that payment of such proceeds is then made to the Company upon settlement of such sale, (vi) other property acceptable to the Committee with a Fair Market Value equal to the exercise price, or (vii) any combination of the foregoing. Notwithstanding any other provision of the Plan to the contrary, no Participant who is a Director or an “executive officer” of the Company within the meaning of Section 13(k) of the Exchange Act shall be permitted to pay the exercise price of an Option in any method which would violate Section 13(k) of the Exchange Act.

(e) Evidence of Grant. All Options shall be evidenced by an Award Agreement between the Company and the Participant. The Award Agreement shall include such additional provisions as may be specified by the Committee.

(f) Expiration of Option. Except as otherwise provided in an Award Agreement or in Section 5.2 of the Plan with respect to Incentive Share Options, Options may not be exercised to any extent by anyone after the first to occur of the following events:

- (i) Ten years from the Date of Grant, unless an earlier time is set in the Award Agreement;
- (ii) Sixty (60) Trading Window Days after the Participant's termination of employment and service for any reason other than Cause, death or Disability;
- (iii) Upon the Participant's termination of employment for Cause; and
- (iv) Three (3) months after the date of the Participant's termination of employment and service on account of Disability or death.

Upon the Participant's Disability or death, any Options exercisable as of the Participant's Disability or death may be exercised by the Participant's legal representative or representatives, by the person or persons entitled to do so pursuant to the Participant's last will and testament, or, if the Participant fails to make testamentary disposition of such Option or dies intestate, by the person or persons entitled to receive the Option pursuant to the applicable laws of descent and distribution.

Any Options not exercised within the period of time required pursuant to the earliest to occur of the events described in (i) – (iv) above shall terminate and the Shares covered by such Option shall revert to the Plan. In addition, except as otherwise provided in an Award Agreement, if, on the date of termination, the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option shall be forfeited by the Participant and shall immediately revert to the Plan. If the Participant's employment is terminated for Cause, the Company has the right to cancel, forfeit and revoke the Shares underlying the exercised Options, or seek damages or compensation.

5.2 Incentive Share Options. Incentive Share Options, which shall be no greater than 20% of the size of the total pool, may be granted to Employees of the Company or a Parent or Subsidiary of the Company.

(a) Individual Dollar Limitation. The aggregate Fair Market Value (determined as of the time the Option is granted) of all Shares with respect to which Incentive Share Options are first exercisable by a Participant in any calendar year may not exceed US\$100,000 or such other limitation as imposed by Section 422(d) of the Code, or any successor provision. To the extent that Incentive Share Options are first exercisable by a Participant in excess of such limitation, the excess shall be considered Non-Qualified Share Options.

(b) Exercise Price. The exercise price of an Incentive Share Option shall be equal to the Fair Market Value on the date of grant. However, the exercise price of any Incentive Share Option granted to any individual who, at the date of grant, owns Shares possessing more than ten percent of the total combined voting power of all classes of shares of the Company may not be less than 110% of Fair Market Value on the date of grant and such Option may not be exercisable for more than five years from the date of grant.

(c) Notice of Disposition. The Participant shall give the Company prompt notice of any disposition of Shares acquired by exercise of an Incentive Share Option within (i) two years from the date of grant of such Incentive Share Option or (ii) one year after the transfer of such Shares to the Participant.

(d) Expiration of Incentive Share Options. No Award of an Incentive Share Option may be made pursuant to this Plan after the tenth anniversary of the Effective Date.

(e) Right to Exercise. During a Participant's lifetime, an Incentive Share Option may be exercised only by the Participant.

## ARTICLE 6

### RESTRICTED SHARES

6.1 Grant of Restricted Shares. The Committee, at any time and from time to time, may grant Restricted Shares to Participants as the Committee, in its sole discretion, shall determine. The Committee, in its sole discretion, shall determine the number of Restricted Shares to be granted to each Participant.

6.2 Restricted Shares Award Agreement. Each Award of Restricted Shares shall be evidenced by an Award Agreement that shall specify the Restriction Period, the number of Restricted Shares granted, and such other terms and conditions as the Committee, in its sole discretion, shall determine. Unless the Committee determines otherwise, Restricted Shares shall be held by the Company as escrow agent until the restrictions on such Restricted Shares have lapsed.

6.3 Issuance and Restrictions. Restricted Shares shall be subject to such restrictions on transferability and other restrictions as the management may impose (including, without limitation, limitations on the right to vote Restricted Shares or the right to receive dividends on the Restricted Share). These restrictions may lapse separately or in combination at such times, pursuant to such circumstances, in such installments, or otherwise, as the Committee determines at the time of the grant of the Award or thereafter.

6.4 Forfeiture/Repurchase. Except as otherwise determined by the Committee at the time of the grant of the Award or thereafter, upon termination of employment or service during the applicable Restriction Period, Restricted Shares that are at that time subject to restrictions shall be forfeited or repurchased in accordance with the Award Agreement; *provided, however*, the management may (a) provide in any Restricted Share Award Agreement that restrictions or forfeiture and repurchase conditions relating to Restricted Shares will be waived in whole or in part in the event of terminations resulting from specified causes, and (b) in other cases waive in whole or in part restrictions or forfeiture and repurchase conditions relating to Restricted Shares.

6.5 Certificates for Restricted Shares. Restricted Shares granted pursuant to the Plan may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Shares are registered in the name of the Participant, certificates must bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Shares, and the Company may, at its discretion, retain physical possession of the certificate until such time as all applicable restrictions lapse.

6.6 Removal of Restrictions. Except as otherwise provided in this Article 6, Restricted Shares granted under the Plan shall be released from escrow as soon as practicable after the last day of the Restriction Period. The Committee, in its discretion, may accelerate the time at which any restrictions shall lapse or be removed. After the restrictions have lapsed, the Participant shall be entitled to have any legend or legends under Section 6.5 removed from his or her Share certificate, and the Shares shall be freely transferable by the Participant, subject to applicable legal restrictions. The Committee (in its discretion) may establish procedures regarding the release of Shares from escrow and the removal of legends, as necessary or appropriate to minimize administrative burdens on the Company.

## ARTICLE 7

### RESTRICTED SHARE UNITS

7.1 Grant of Restricted Share Units. The Committee, at any time and from time to time, may grant Restricted Share Units to Participants as the Committee, in its sole discretion, shall determine. The Committee, in its sole discretion, shall determine the number of Restricted Share Units to be granted to each Participant.

7.2 Restricted Share Units Award Agreement. Each Award of Restricted Share Units shall be evidenced by an Award Agreement that shall specify any vesting conditions, the number of Restricted Share Units granted, and such other terms and conditions as the Committee, in its sole discretion, shall determine.

7.3 Performance Objectives and Other Terms. The Committee, in its discretion, may set performance objectives or other vesting criteria which, depending on the extent to which they are met, will determine the number or value of Restricted Share Units that will be paid out to the Participants.

7.4 Form and Timing of Payment of Restricted Share Units. At the time of grant, the Committee shall specify the date or dates and/or event or events upon which the Restricted Share Units shall become fully vested and nonforfeitable. Upon vesting, the Committee, in its sole discretion, may pay Restricted Share Units in the form of cash, in Shares or in a combination thereof.

7.5 Forfeiture/Repurchase. Except as otherwise determined by the Committee at the time of the grant of the Award or thereafter, upon termination of employment and service during the applicable restriction period, Restricted Share Units that are at that time unvested shall be forfeited or repurchased in accordance with the Award Agreement; *provided, however*, the Committee may (a) provide in any Restricted Share Unit Award Agreement that restrictions or forfeiture and repurchase conditions relating to Restricted Share Units will be waived in whole or in part in the event of terminations resulting from specified causes, and (b) in other cases waive in whole or in part restrictions or forfeiture and repurchase conditions relating to Restricted Share Units.

## ARTICLE 8

### PROVISIONS APPLICABLE TO AWARDS

8.1 Award Agreement. Awards under the Plan shall be evidenced by Award Agreements that set forth the terms, conditions and limitations for each Award, which may include the term of an Award, the provisions applicable in the event the Participant's employment or service terminates, and the Company's authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind an Award.

8.2 Limits on Transfer. No right or interest of a Participant in any Award may be pledged, encumbered, or hypothecated to or in favor of any party other than the Company or a Subsidiary, or shall be subject to any lien, obligation, or liability of such Participant to any other party other than the Company or a Subsidiary. Except as otherwise provided by the Committee, no Award shall be assigned, transferred, or otherwise disposed of by a Participant other than by will or the laws of descent and distribution. Nevertheless, an Award (other than an Incentive Share Option) can be transferred to the immediate family members of a Participant, the holding companies controlled by a Participant or his immediate family members, or trusts established for the benefit of a Participant or his family members, provided that the costs and expenses arising from or in connection with such transfer will be assumed by the Participant.

8.3 Beneficiaries. Notwithstanding Section 8.2, a Participant may, in the manner determined by the Committee, designate a beneficiary to exercise the rights of the Participant and to receive any distribution with respect to any Award upon the Participant's death. A beneficiary, legal guardian, legal representative, or other person claiming any rights pursuant to the Plan is subject to all terms and conditions of the Plan and any Award Agreement applicable to the Participant, except to the extent the Plan and Award Agreement otherwise provide, and to any additional restrictions deemed necessary or appropriate by the Committee. If the Participant is married and resides in a community property state, a designation of a person other than the Participant's spouse as his or her beneficiary with respect to more than 50% of the Participant's interest in the Award shall not be effective without the prior written consent of the Participant's spouse. If no beneficiary has been designated or survives the Participant, payment shall be made to the person entitled thereto pursuant to the Participant's will or the laws of descent and distribution. Subject to the foregoing, a beneficiary designation may be changed or revoked by a Participant at any time provided the change or revocation is filed with the Committee.

8.4 Share Certificates. Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any certificates evidencing the Shares pursuant to the exercise of any Award, unless and until the Committee has determined, with advice of counsel, that the issuance and delivery of such certificates is in compliance with all Applicable Laws, regulations of governmental authorities and, if applicable, the requirements of any exchange on which the Shares are listed or traded. All Share certificates delivered pursuant to the Plan are subject to any stop-transfer orders and other restrictions as the Committee deems necessary or advisable to comply all Applicable Laws, and the rules of any national securities exchange or automated quotation system on which the Shares are listed, quoted, or traded. The Committee may place legends on any Share certificate to reference restrictions applicable to the Shares. In addition to the terms and conditions provided herein, the Committee may require that a Participant make such reasonable covenants, agreements, and representations as the Committee, in its discretion, deems advisable in order to comply with any such laws, regulations, or requirements. The Committee shall have the right to require any Participant to comply with any timing or other restrictions with respect to the settlement or exercise of any Award, including a window-period limitation, as may be imposed in the discretion of the Committee.

8.5 Paperless Administration. Subject to Applicable Laws, the Committee may make Awards, provide applicable disclosure and procedures for exercise of Awards by an internet website or interactive voice response system for the paperless administration of Awards.

8.6 Foreign Currency. A Participant may be required to provide evidence that any currency used to pay the exercise price of any Award were acquired and taken out of the jurisdiction in which the Participant resides in accordance with Applicable Laws, including foreign exchange control laws and regulations. In the event the exercise price for an Award is paid in Chinese Renminbi or other foreign currency, as permitted by the Committee, the amount payable will be determined by conversion from U.S. dollars at the official rate promulgated by the People's Bank of China for Chinese Renminbi, or for jurisdictions other than the People's Republic of China, the exchange rate as selected by the Committee on the date of exercise.

## ARTICLE 9

### CHANGES IN CAPITAL STRUCTURE

9.1 Adjustments. In the event of any dividend, share split, combination or exchange of Shares, amalgamation, arrangement or consolidation, spin-off, recapitalization or other distribution (not including normal cash dividends after the Trading Date) of Company assets to its shareholders, or any other change affecting the shares of Shares or the price or value of a Share, the Committee shall consider whether there is any diminution or enlargement of the benefits intended to be made available under the Award, and then may in its sole discretion make such proportionate adjustments (if any) as it considers to reflect such change with respect to (a) the aggregate number and type of shares that may be issued under the Plan (including, but not limited to, adjustments of the limitations in Section 3.1); (b) the terms and conditions of any outstanding Awards (including, without limitation, any applicable performance targets or criteria with respect thereto); (c) the grant or exercise price per share for any outstanding Awards under the Plan; and (d) in the case of a spin-off, the additional number and type of shares (including shares in the entities being spun-off) that shall be issued or an appropriate decrease of exercise price in connection with the spin-off.

9.2 Corporate Transactions. Except as may otherwise be provided in any Award Agreement or any other written agreement entered into by and between the Company and a Participant, if the Committee anticipates the occurrence, or upon the occurrence, of a Corporate Transaction, the Committee may, in its sole discretion, provide for one or more of the following: (i) any and all Awards outstanding hereunder to terminate at a specific time in the future and shall give each Participant the right to exercise the vested portion of such Awards during a period of time as the Committee shall determine, or (ii) the termination of any Award in exchange for an amount of cash equal to the amount that could have been attained upon the exercise of such Award (and, for the avoidance of doubt, if as of such date the Committee determines in good faith that no amount would have been attained upon the exercise of such Award, then such Award may be terminated by the Company without payment), or (iii) the replacement of such Award with other rights or property selected by the Committee in its sole discretion or the assumption of or substitution of such Award by the successor or surviving corporation, or a Parent or Subsidiary thereof, with appropriate adjustments as to the number and kind of Shares and prices, or (iv) payment of Award in cash based on the value of Shares on the date of the Corporate Transaction plus reasonable interest on the Award through the date when such Award would otherwise be vested or have been paid in accordance with its original terms, if necessary to comply with Section 409A of the Code.

9.3 Outstanding Awards – Other Changes. In the event of any other change in the capitalization of the Company or corporate change other than those specifically referred to in this Article 9, subject to Applicable Laws and the terms of the Plan, the Committee may, in its sole discretion, make such adjustments in the number and class of shares subject to Awards outstanding on the date on which such change occurs and in the per share grant or exercise price of each Award as the Committee may consider appropriate to prevent dilution or enlargement of rights.

9.4 **No Other Rights.** Except as expressly provided in the Plan, no Participant shall have any rights by reason of any subdivision or consolidation of Shares of any class, the payment of any dividend, any increase or decrease in the number of shares of any class or any dissolution, liquidation, merger, or consolidation of the Company or any other corporation. Except as expressly provided in the Plan or pursuant to action of the Committee under the Plan, no issuance by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of shares subject to an Award or the grant or exercise price of any Award.

## ARTICLE 10

### ADMINISTRATION

10.1 **Committee.** The Plan shall be administered by the Board having regard to any recommendations made to the Board by the compensation committee or if the Board has delegated the authority to the Committee members in accordance with the terms of such delegation (provided that in such case the Committee shall not grant or amend Awards to any Committee members). The term "Committee" in this Plan shall refer to the Board unless a delegation has been made by the Board to the compensation committee and in which case only to the extent of such delegation.

10.2 **Section 162(m).** To the extent Section 162(m) of the Code is applicable to the Company and the Committee determines it to be desirable to qualify Awards granted hereunder as "performance-based compensation" within the meaning of Section 162(m) of the Code, the Plan shall be administered by a Committee of two or more "outside directors" within the meaning of Section 162(m) of the Code.

10.3 **Action by the Committee.** A majority of the Committee shall constitute a quorum. The acts of a majority of the members present at any meeting at which a quorum is present, or acts approved in writing by all the Committee members in lieu of a meeting, shall be deemed the acts of the Committee. Each member of the Committee is entitled to, in good faith, rely or act upon any report or other information furnished to that member by any officer or other employee of the Company or any Subsidiary or Parent of the Company, the Company's independent certified public accountants, or any executive compensation consultant or other professional retained by the Company to assist in the administration of the Plan.

10.4 **Authority of the Committee.** Subject to any specific designation in the Plan, the Committee has the exclusive power, authority and discretion to:

- (a) Designate Participants to receive Awards;
- (b) Determine the type or types of Awards to be granted to each Participant;
- (c) Determine the number of Awards to be granted and the number of Shares to which an Award will relate;



(d) Determine the terms and conditions of any Award granted pursuant to the Plan, including, but not limited to, the exercise price, grant price, or purchase price, any restrictions or limitations on the Award, any schedule for lapse of forfeiture restrictions or restrictions on the exercisability of an Award, and accelerations or waivers thereof, any provisions related to non-competition and recapture of gain on an Award, based in each case on such considerations as the Committee in its sole discretion determines;

(e) Determine whether, to what extent, and pursuant to what circumstances an Award may be settled in, or the exercise price of an Award may be paid in, cash, Shares, other Awards, or other property, or an Award may be canceled, forfeited, or surrendered;

(f) Prescribe the form of each Award Agreement, which need not be identical for each Participant;

(g) Decide all other matters that must be determined in connection with an Award;

(h) Determine the Fair Market Value, consistent with the terms of the Plan;

(i) Establish, adopt, or revise any rules and regulations as it may deem necessary or advisable to administer the Plan;

(j) Interpret the terms of, and any matter arising pursuant to, the Plan, any Award Agreement and any Award granted thereunder; and

(k) Make all other decisions and determinations that may be required pursuant to the Plan or as the Committee deems necessary or advisable to administer the Plan.

10.5 Decisions Binding. The Committee's interpretation of the Plan, any Awards granted pursuant to the Plan, any Award Agreement and all decisions and determinations by the Committee with respect to the Plan are final, binding, and conclusive on all parties.

## ARTICLE 11

### EFFECTIVE AND EXPIRATION DATE

11.1 Effective Date. The Plan is effective as of the date the Plan is adopted and approved by the Board (the "Effective Date"). The Plan shall be ratified by the shareholders of the Company by written resolutions at a general meeting duly held in accordance with the Company's then effective memorandum and articles of association within twelve (12) months of the Effective Date. No new Shares shall be issued pursuant to Awards granted under the Plan prior to such ratification of the Plan by the Shareholders of the Company. In the event that the Plan is not ratified by the shareholders of the Company, all new Awards shall be null and void.

11.2 Expiration Date. The Plan will expire on, and no Award may be granted pursuant to the Plan after, the tenth anniversary of the Effective Date. Any Awards that are outstanding on the tenth anniversary of the Effective Date shall remain in force according to the terms of the Plan and the applicable Award Agreement.

## ARTICLE 12

### AMENDMENT, MODIFICATION, AND TERMINATION

12.1 Amendment, Modification, And Termination. With the approval of the Board, at any time and from time to time, the Committee may terminate, amend or modify the Plan; *provided, however*, that (a) to the extent necessary to comply with Applicable Laws, the Company shall obtain shareholder approval of any Plan amendment in such a manner and to such a degree as required, unless the Company decides to follow home country practice, and (b) unless the Company is permitted to and decides to follow home country practice, shareholder approval is required for any amendment to the Plan that (i) increases the number of Shares available under the Plan (other than any adjustment as provided by Article 9) or (ii) permits the Committee to extend the term of the Plan.

12.2 Awards Previously Granted. Except with respect to amendments made pursuant to Section 12.1, no termination, amendment, or modification of the Plan shall adversely affect in any material way any Award previously granted pursuant to the Plan without the prior written consent of the Participant.

## ARTICLE 13

### GENERAL PROVISIONS

13.1 No Rights to Awards. No Participant, employee, or other person shall have any claim to be granted any Award pursuant to the Plan, and neither the Company nor the Committee is obligated to treat Participants, employees, and other persons uniformly.

13.2 No Shareholders Rights. Except as otherwise determined by the Committee at the time of the grant of an Award or thereafter, no Award gives the Participant any of the rights of a Shareholder of the Company unless and until Shares are in fact issued to such person in connection with such Award.

13.3 Taxes. No Shares shall be delivered under the Plan to any Participant until such Participant has made arrangements acceptable to the Committee for the satisfaction of any income and employment tax withholding obligations under Applicable Laws. The Company or any Subsidiary shall have the authority and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy all applicable taxes (including the Participant's payroll tax obligations) required or permitted by Applicable Laws to be withheld with respect to any taxable event concerning a Participant arising as a result of this Plan. The Committee may in its discretion and in satisfaction of the foregoing requirement allow a Participant to elect to have the Company withhold Shares otherwise issuable under an Award (or allow the return of Shares) having a Fair Market Value equal to the sums required to be withheld. Notwithstanding any other provision of the Plan, the number of Shares which may be withheld with respect to the issuance, vesting, exercise or payment of any Award (or which may be repurchased from the Participant of such Award after such Shares were acquired by the Participant from the Company) in order to satisfy any income and payroll tax liabilities applicable to the Participant with respect to the issuance, vesting, exercise or payment of the Award shall, unless specifically approved by the Committee, be limited to the number of Shares which have a Fair Market Value on the date of withholding or repurchase equal to the aggregate amount of such liabilities based on the minimum statutory withholding rates for the applicable income and payroll tax purposes that are applicable to such supplemental taxable income.

13.4 No Right to Employment or Services. Nothing in the Plan or any Award Agreement shall interfere with or limit in any way the right of the Service Recipient to terminate any Participant's employment or services at any time, nor confer upon any Participant any right to continue in the employment or services of any Service Recipient.

13.5 Unfunded Status of Awards. The Plan is intended to be an “unfunded” plan for incentive compensation. With respect to any payments not yet made to a Participant pursuant to an Award, nothing contained in the Plan or any Award Agreement shall give the Participant any rights that are greater than those of a general creditor of the Company or any Subsidiary.

13.6 Indemnification. To the extent allowable pursuant to Applicable Laws, each member of the Committee or of the Board shall be indemnified and held harmless by the Company from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by such member in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action or failure to act pursuant to the Plan and against and from any and all amounts paid by him or her in satisfaction of judgment in such action, suit, or proceeding against him or her; *provided* he or she gives the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled pursuant to the Company’s Memorandum of Association and Articles of Association, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

13.7 Relationship to other Benefits. No payment pursuant to the Plan shall be taken into account in determining any benefits pursuant to any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Subsidiary or Parent of the Company except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

13.8 Expenses. The expenses of administering the Plan shall be borne by the Company and its Subsidiaries.

13.9 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.

13.10 Fractional Shares. No fractional Shares shall be issued and the Committee shall determine, in its discretion, whether cash shall be given in lieu of fractional Shares or whether such fractional Shares shall be eliminated by rounding up or down as appropriate.

13.11 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan, the Plan, and any Award granted or awarded to any Participant who is then subject to Section 16 of the Exchange Act, shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by the Applicable Laws, the Plan and Awards granted or awarded hereunder shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

13.12 Government and Other Regulations. The obligation of the Company to make payment of awards in Shares or otherwise shall be subject to all Applicable Laws, and to such approvals by government agencies as may be required. The Company shall be under no obligation to register any of the Shares paid pursuant to the Plan under the Securities Act or any other similar law in any applicable jurisdiction. If the Shares paid pursuant to the Plan may in certain circumstances be exempt from registration pursuant to the Securities Act or other Applicable Laws, the Company may restrict the transfer of such Shares in such manner as it deems advisable to ensure the availability of any such exemption.

13.13 Governing Law. The Plan and all Award Agreements shall be construed in accordance with and governed by but not the choice of law rules of the State of New York.

13.14 Section 409A. It is the intent of the Company that payments and benefits under the Plan comply with Section 409A of the Code to the extent subject thereto, and, accordingly, to the maximum extent permitted, the Plan shall be interpreted and be administered to be in compliance therewith. To the extent that the Committee determines that any Award granted under the Plan is or may become subject to Section 409A of the Code, the Award Agreement evidencing such Award shall incorporate the terms and conditions required by Section 409A of the Code. To the extent applicable, the Plan and the Award Agreements shall be interpreted in accordance with Section 409A of the Code and the U.S. Department of Treasury regulations and other interpretative guidance issued thereunder, including without limitation any such regulation or other guidance that may be issued after the Effective Date. Notwithstanding any provision of the Plan to the contrary, in the event that following the Effective Date the Committee determines that any Award may be subject to Section 409A of the Code and related Department of Treasury guidance (including such Department of Treasury guidance as may be issued after the Effective Date), the Committee may adopt such amendments to the Plan and the applicable Award Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Committee determines are necessary or appropriate to (a) exempt the Award from Section 409A of the Code and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section 409A of the Code and related U.S. Department of Treasury guidance.

13.15 Appendices. The Committee may approve such supplements, amendments or appendices to the Plan as it may consider necessary or appropriate for purposes of compliance with Applicable Laws or otherwise and such supplements, amendments or appendices shall be considered a part of the Plan; provided, however, that no such supplements shall increase the share limitation contained in Section 3.1 of the Plan without the approval of the Board and shareholder approval to the extent required by Applicable Laws.

**INVESTOR'S RIGHTS AGREEMENT**

INVESTOR'S RIGHTS AGREEMENT (this "**Agreement**"), dated as of September 30, 2016, by and between Yun Chen Capital Cayman, a company organized and existing under the laws of the Cayman Islands ("**Yun Chen Capital**"), and Autohome Inc., a company organized and existing under the laws of the Cayman Islands (the "**Company**") (each a "**Party**" and collectively the "**Parties**").

**RECITALS:**

WHEREAS, Yun Chen Capital is the largest shareholder of the Company as of the date hereof;

WHEREAS, the Parties desire to address herein certain relationships between themselves with respect to information rights and certain other matters;

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

**ARTICLE I****INTRODUCTORY MATTERS**

1.1 Defined Terms. As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings indicated:

"**Affiliate**" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Person specified.

"**Articles**" means the Fourth Amended and Restated Memorandum and Articles of Association of the Company, as the same may be amended from time to time.

"**Business Day**" means a day other than a Saturday, Sunday, holiday or other day on which commercial banks in (i) New York, New York, or (ii) Beijing, People's Republic of China are authorized or required by law to close.

"**control**" (including the terms "controlling," "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Governmental Authority**" means any national, federal, provincial, state, municipal or local government or any political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory, parliamentary or administrative functions of or pertaining to government.

“**Group**” means the Company and its Subsidiaries and “**Group Company**” means any one of them.

“**Law**” means any statute, law, regulation, ordinance, rule, injunction, order, decree, governmental approval, 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.

“**Member**” means a duly registered holder from time to time of the shares in the capital of the Company.

“**Ordinary Shares**” means the ordinary shares of the Company.

“**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

“**SEC**” means the U.S. Securities and Exchange Commission or any successor agency.

“**Subsidiary**” means, with respect to any Person, any and all corporations, partnerships, limited liability companies, joint ventures, associations, variable interest entities or other entities controlled by such Person directly or indirectly through one or more intermediaries.

“**Tax**” means all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and in respect of any person and all penalties, charges, costs and interest relating thereto.

“**Taxing Authority**” means any taxing or other authority competent to impose any liability in respect of Tax or responsible for the administration and/or collection of Tax or enforcement of any law in relation to Tax.

“**UNCITRAL**” means the United Nations Commission on International Trade Law.

1.2 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party. Unless the context otherwise requires: (a) “or” is disjunctive but not exclusive, (b) words in the singular include the plural, and in the plural include the singular, and (c) the words “hereof”, “herein”, and “hereunder” and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to this Agreement unless otherwise specified.



## ARTICLE II

### ACCESS TO INFORMATION

2.1 Books and Records; Access. So long as Yun Chen Capital holds at least 20% of the issued and outstanding shares in the capital of the Company, the Company shall, and shall cause its Subsidiaries, to permit Yun Chen Capital and its respective designated representatives, at their own cost and expense, at reasonable times and upon reasonable prior notice to the Company, to review the books and records of any of the Group Companies and to discuss the affairs, finances and condition of any of the Group Companies with the officers of the Group Companies, as applicable, subject to the terms set forth in the Article II of this Agreement.

#### 2.2 Information to be Prepared.

2.2.1 If Yun Chen Capital holds at least 20% of the issued and outstanding shares in the capital of the Company, and is deemed by its external auditor that it is necessary to consolidate the financial statements of the Company into Yun Chen Capital's financial statements in accordance with the Chinese accounting standards, the Company shall deliver the following information, at Yun Chen Capital's cost and expense and upon Yun Chen Capital's request, in accordance with Chinese accounting standards, to Yun Chen Capital:

(a) As early as practicable within 120 days after the close of each calendar year, the following financial statements, examined by and certified to by the Company's external auditors: (i) the audited consolidated balance sheet of the Company as of the close of such calendar year; (ii) the audited consolidated statement of the Company's comprehensive income for such calendar year; and (iii) the audited consolidated statement of the Company's cash flows for such calendar year;

(b) Within the earlier of 60 days after the end of each half calendar year, the unaudited consolidated balance sheet of the Company as of the end of such half calendar year and unaudited consolidated statements of income and other relevant financial information usually included in the interim financial review and the corresponding supporting data and management schedules that are reasonably required by Yun Chen Capital;

(c) Within the earlier of 45 days after the end of each fiscal quarter or 3 Business Days prior to filing financial statements in relations to the preceding quarter with the SEC or other regulatory body, the unaudited consolidated balance sheet of the Company as of the end of such fiscal quarter and unaudited consolidated statements of income and Company net profits and net losses for the period commencing at the end of the previous fiscal year and ending with the end of such fiscal quarter, certified by the Company;

(d) Within 10 Business Days after the end of each month, the unaudited consolidated management accounts of the Company, including a detailed profit and loss statement, balance sheet and cash flow statement; and

(e) Yun Chen Capital should notify the Company as soon as practicable once it is deemed by its external auditor that it is no longer required to consolidate the financial statements of the Company into Yun Chen Capital's financial statements in accordance with the Chinese accounting standards.

2.2.2 If Yun Chen Capital holds at least 20% of the issued and outstanding shares in the capital of the Company, and is deemed by its external auditor that it's necessary to account for (but not consolidate) its investment in the Company under equity method, the Company shall deliver the following information, upon Yun Chen Capital's request, at Yun Chen Capital's cost and expense, in accordance with Chinese accounting standards to Yun Chen Capital:

(a) Within the earlier of 60 days after the end of each half calendar year, the unaudited consolidated balance sheet of the Company as of the end of such half calendar year and unaudited consolidated statements of income and other relevant financial information usually included in the interim financial review and the corresponding supporting data and management schedules that are reasonably required by Yun Chen Capital; and

(b) Within 45 Days after the end of each quarter, the unaudited consolidated management accounts of the Company, including a detailed profit and loss statement, balance sheet and cash flow statement.

2.2.3 So long as Yun Chen Capital holds at least 20% of the issued and outstanding shares in the capital of the Company: (a) the Company shall deliver to Yun Chen Capital a copy of the register of holders of the Company listing the current owners of Ordinary Shares and the number of Ordinary Shares owned by each Member within 30 Business Days after the end of each quarter and (b) the Company shall also prepare, or cause to be prepared, the information reasonably requested by Yun Chen Capital, at Yun Chen Capital's cost and expense, as soon as reasonably practicable.

## ARTICLE III

### PUBLIC ANNOUNCEMENTS

3.1 Approval. None of the Parties may make any public announcement or issue any circular relating to the subject matter of this Agreement without the prior written approval of the other Party. This restriction does not affect any announcement or circular required by law or any regulatory body or the rules of any recognized stock exchange; provided, however, that the Party with an obligation to make an announcement or issue a circular shall consult with the other Party so far as is reasonably practicable before complying with such obligation.

3.2 Verbal statements. The Parties agree that any verbal statements made or replies to questions given by any Party relating to the Company or this Agreement shall be consistent with any public announcements or circulars made in accordance with Section 3.1.

## ARTICLE IV

### CONFIDENTIALITY

#### 4.1 Confidentiality.

(a) Subject to Sections 3.1 and 4.1(b):

- (i) each of the Parties shall treat as strictly confidential and not disclose or use any documents, materials and other information, in whatever form, whether technical or commercial, received or obtained by it as a result of entering into this Agreement, which relates to:
  - (A) the provisions of this Agreement and any agreement entered into in relation to this Agreement; or
  - (B) the negotiations relating to this Agreement (and any other agreements entered into in relation to this Agreement);
- (ii) each Party shall treat as strictly confidential and not disclose or use any information relating to the business, financial or other affairs (including future plans and targets) of any other Party or any member of their group;
- (iii) each Party shall treat as strictly confidential and not disclose or use any information relating to the business, financial or other affairs (including future plans and targets) of the Group.

- (b) Section 4.1(a) shall not prohibit disclosure or use of any information if and to the extent:
- (i) the disclosure or use is required by law, any regulatory body or any recognized stock exchange on which the shares of any Party is listed;
  - (ii) the disclosure or use is required to vest the full benefit of this Agreement in any Party;
  - (iii) the disclosure or use is required for the purpose of any judicial proceedings arising out of this Agreement or any other agreement entered into under or pursuant to this Agreement or the disclosure is made to a Taxing Authority in connection with the Tax affairs of the disclosing Party;
  - (iv) the disclosure is made to professional advisers or actual or potential financiers of any Party on a need to know basis and on terms that these professional advisers or actual or potential financiers undertake to comply with the provisions of Section 4.1(a) in respect of such information as if they were a party to this Agreement;
  - (v) the information is or becomes publicly available (other than by breach of this Agreement);
  - (vi) the disclosure is made on a confidential basis to potential purchasers of all or part of any Party or to their professional advisers or financiers; provided that any of these persons need to know the information for the purposes of considering, evaluating, advising on or furthering the potential purchase
  - (vii) the other Party has given prior written approval, such approval not to be unreasonably withheld or delayed, to the disclosure or use;
  - (viii) the information is independently developed after the date hereof; or
  - (ix) the disclosure or use is a disclosure by Yun Chen Capital to any of its Affiliates, is on a need to know basis and Yun Chen Capital uses reasonable endeavors to ensure that the relevant Affiliate is aware of and complies with the confidentiality obligations set out in this Article IV; provided that prior to disclosure or use of any information pursuant to Section 4.1(b)(i), (ii) or (iii), the Party concerned shall promptly notify the other Party of these requirements with a view to providing the other Party with the opportunity to contest such disclosure or use or otherwise to agree the timing and content of such disclosure or use.

(c) A recipient of confidential information may disclose such confidential information to its shareholders, employees, directors, representatives and agents only to the extent reasonably necessary for the achievement of the objectives of this Agreement. A recipient of information shall ensure that its relevant shareholders, employees, directors, representatives and agents are aware of and comply with the confidentiality obligations set out in this Article IV.

4.2 Damages not an adequate remedy. Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of this Article IV and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of this provision and no proof of special damages shall be necessary for the enforcement of the rights under this Article IV.

4.3 Survival. The provisions of this Article IV shall survive the termination of this Agreement for whatever cause.

## ARTICLE V

### MISCELLANEOUS

5.1 Termination. Except as otherwise provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of the date: (i) each Party agrees in writing to terminate this Agreement; and (ii) Yun Chen Capital holds less than 20% of the issued shares in the capital of the Company.

5.2 Notices. Any notice, request, instruction or other document to be given hereunder by any Party hereto to another Party hereto shall be in writing, shall be and shall be deemed given (a) at the time of delivery, if delivered by hand, registered mail or courier and (b) at the time of transmission in legible form, if delivered by fax, in each case to the Parties at the following addresses (or at such other address for a Party as shall be specified by notice from such Party):

if to the Company:

Autohome Inc.  
10th Floor, Tower B, CEC Plaza  
3 Dan Ling Street  
Haidan District, Beijing 100080  
The People's Republic of China  
Attn: Chief Financial Officer  
Fax: +86 10 5985 7387

if to Yun Chen Capital:

Yun Chen Capital Cayman  
PingAn Finance Building,  
No. 1333 Lujiazui Loop,  
Pudong District, Shanghai 200120,  
People's Republic of China.  
Attn: 赵毅明(直接投资部)  
Fax: +86 21 3382 7052  
Email: zhaoyiming188@pingan.com.cn

5.3 Further Assurances. The Parties hereto will use their best efforts to sign such further documents, cause such meetings to be held, cause such resolutions to be passed, exercise their votes and do and perform and cause to be done such further acts and things as may be necessary, including amending the Articles, in order to give full effect to this Agreement and every provision hereof.

5.4 Amendment; Waiver. This Agreement may be amended, supplemented, restated or otherwise modified only by a written instrument executed by the parties hereto. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and executed by the Party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any Party, will be deemed to constitute a waiver by the Party taking such action of compliance with any covenants or agreements contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

5.5 Successors and Assigns; Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto. No Party shall assign all or any part of this Agreement without the prior written consent of the other Party, except that Yun Chen Capital may assign any of its rights and obligations under this Agreement to any of its Affiliates (other than the Company or any of its Subsidiaries) without the prior written consent of the other Party, and any such transferee (each, an "**Affiliate Transferee**") shall, concurrently with the effectiveness of such transfer, become a party to this Agreement. Except as otherwise provided therein, no Person other than the parties hereto and their successors and permitted assigns is intended to be a beneficiary of this Agreement.

5.6 Compliance with Law. Nothing in this Agreement shall obligate, or to be interpreted or construed to obligate, any party to violate any current and future applicable Law, including applicable securities laws and exchange rules. To the extent that any provisions, paragraphs or clauses impose such obligations, all such provisions, paragraphs or clauses shall automatically become void.

5.7 Governing Law; Submission to Jurisdiction, Etc.

(a) This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflict of laws principles thereof.

(b) Each of the Parties hereto agrees all disputes arising among the Parties in connection with this Agreement, or the breach, termination, interpretation or validity thereof, shall be finally settled by the Hong Kong International Arbitration Centre (the “**HKIAC**”) pursuant to UNCITRAL rules with the Company, on the one hand, being entitled to designate one arbitrator, and with Yun Chen Capital, on the other hand, being entitled to designate one arbitrator, while the third arbitrator will be selected by agreement between the two designated arbitrators or, failing such agreement, within 10 calendar days of initial consultation between the two arbitrators, by the HKIAC pursuant to its arbitration rules. If any Party fails to designate its arbitrator within 20 calendar days after the designation of the first of the three arbitrators, the HKIAC shall have the authority to designate any person whose interests are neutral to the Parties as the second of the three arbitrators. The arbitration shall be conducted in English. To the extent consistent with UNCITRAL rules, each of the parties hereto shall cooperate with the others in provision of information during any discovery process relating to arbitrations in connection with this Agreement. The Parties hereto further agree that, to the extent consistent with UNCITRAL rules, the Parties shall be entitled to seek temporary and permanent injunctive relief from the arbitrators without the necessity of proving actual damages and without posting a bond or other security.

(c) Each of the Parties hereto agrees that notice may be served upon such Party at the address and in the manner set forth for such Party in Section 5.2.

5.8 MUTUAL WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER THIS AGREEMENT.

5.9 Specific Performance. Each of the parties hereto acknowledges and agrees that in the event of any breach of this Agreement by any of them, the non-breaching Party would be irreparably harmed and could not be made whole by monetary damages. Each Party accordingly agrees to waive the defense in any action for specific performance that a remedy at law would be adequate and that the parties, in addition to any other remedy to which they may be entitled at law or in equity, shall be entitled to compel specific performance of this Agreement.

5.10 Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. There are no agreements, representations, warranties, covenants or undertakings with respect to the subject matter hereof other than those expressly set forth herein. This Agreement supersedes all other prior agreements and understandings between the parties with respect to such subject matter.

5.11 Titles and Headings. The section headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of this Agreement.

5.12 Severability. If one or more of the provisions, paragraphs, words, clauses, phrases or sentences contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision, paragraph, word, clause, phrase or sentence in every other respect and of the remaining provisions, paragraphs, words, clauses, phrases or sentences hereof shall not be in any way impaired, it being intended that all rights, powers and privileges of the parties hereto shall be enforceable to the fullest extent permitted by Law.

5.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.

5.14 Effectiveness. This Agreement shall become effective upon the execution and prior thereto shall be of no force or effect.

*[SIGNATURE PAGES FOLLOW]*



IN WITNESS WHEREOF, each of the undersigned has executed this Agreement or caused this Agreement to be executed on its behalf as of the date first written above.

**AUTOHOME INC.**

By:  /s/ Min Lu  
Name: Min Lu  
Title: Director and Chief Executive Officer

[SIGNATURE PAGE TO INVESTOR'S RIGHTS AGREEMENT]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement or caused this Agreement to be executed on its behalf as of the date first written above.

**YUN CHEN CAPITAL CAYMAN**

By: /s/ Dong Liu

Name: Dong Liu

Title: Director

[SIGNATURE PAGE TO INVESTOR'S RIGHTS AGREEMENT]

**Principal Subsidiaries and VIEs of Autohome Inc.**

## Subsidiaries:

Cheerbright International Holdings Limited, a British Virgin Islands company  
Autohome (Hong Kong) Limited, a Hong Kong company  
Beijing Cheerbright Technologies Co., Ltd., a PRC company  
Autohome Media Limited, a Hong Kong company  
Autohome Shanghai Advertising Co., Ltd., a PRC company  
Beijing Prbrownies Software Co., Ltd., a PRC company  
Beijing Autohome Advertising Co., Ltd., a PRC company  
Beijing Autohome Technologies Co., Ltd., a PRC company  
Tianjin Autohome Technologies Co., Ltd., a PRC company  
Guangzhou Autohome Advertising Co., Ltd., a PRC company  
Autohome (Tianjin) Automobile Sales Co., Ltd., a PRC company  
Autohome E-commerce Inc., a Cayman Islands company  
Autohome E-commerce Hong Kong Limited, a Hong Kong company  
Autohome Link Inc., a Cayman Islands company  
Autohome Link Hong Kong Limited, a Hong Kong company  
Autohome Financing Limited, a Cayman Islands company  
Autohome Financing Hong Kong Limited, a Hong Kong company  
Shanghai Baiche Julian Information Technology Co., Ltd., a PRC company  
Beijing Kemoshijie Technology Co., Ltd., a PRC company  
Beijing Chezhiying Software Co., Ltd., a PRC company  
Beijing Chezhiying Technology Co., Ltd., a PRC company  
Beijing Haochezhijia E-commerce Co., Ltd., a PRC company  
Huai'an Prbrownies Software Co., Ltd., a PRC company  
Chengdu Prbrownies Software Co., Ltd., a PRC company

## Variable Interest Entities:

Beijing Autohome Information Technology Co., Ltd., a PRC company  
Beijing Shengtuo Hongyuan Information Technology Co., Ltd., a PRC company  
Beijing Shengtuo Chengshi Advertising Co., Ltd., a PRC company  
Beijing Shengtuo Autohome Advertising Co., Ltd., a PRC company  
Shanghai You Che You Jia Advertising Co., Ltd., a PRC company  
Guangzhou You Che You Jia Advertising Co., Ltd., a PRC company  
Beijing Autohome Used Car Appraisal Co., Ltd., a PRC company  
Beijing Autohome Used Car Brokerage Co., Ltd., a PRC company

**Certification by the Principal Executive Officer****Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Min Lu, certify that:

1. I have reviewed this annual report on Form 20-F of Autohome Inc. ("the Company");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

4. The Company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by this annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

5. The Company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent function):

(a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

(b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: April 25, 2017

By: /s/ Min Lu

Name: Min Lu

Title: Chairman of the Board and Chief Executive Officer

**Certification by the Principal Financial Officer****Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Julian Jiun-Lang Wang, certify that:

1. I have reviewed this annual report on Form 20-F of Autohome Inc. (the "Company");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

4. The Company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by this annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

5. The Company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent function):

(a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

(b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: April 25, 2017

By: /s/ Julian Jiun-Lang Wang

Name: Julian Jiun-Lang Wang

Title: Director and Chief Financial Officer

**Certification by the Principal Executive Officer**

**Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the annual report of Autohome Inc. (the “Company”) on Form 20-F for the year ended December 31, 2016 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Min Lu, Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 25, 2017

By: /s/ Min Lu

Name: Min Lu

Title: Chairman of the Board and Chief Executive Officer

**Certification by the Principal Financial Officer****Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the annual report of Autohome Inc. (the "Company") on Form 20-F for the year ended December 31, 2016 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Julian Jiun-Lang Wang, chief financial officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 25, 2017

By: /s/ Julian Jiun-Lang Wang

Name: Julian Jiun-Lang Wang

Title: Director and Chief Financial Officer

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8 No. 333-196006) pertaining to the 2011 Share Incentive Plan and 2013 Share Incentive Plan of Autohome Inc. of our reports dated March 17, 2016, with respect to the consolidated financial statements of Autohome Inc., and the effectiveness of internal control over financial reporting of Autohome Inc. included in its Annual Report (Form 20-F) for the year ended December 31, 2016.

/s/ Ernst & Young Hua Ming LLP

Beijing, the People's Republic of China

April 25, 2017



CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (File No. 333-196006) of Autohome Inc. of our report dated April 25, 2017 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 20-F.

/s/ PricewaterhouseCoopers Zhong Tian LLP  
Beijing, the People's Republic of China  
April 25, 2017

# 通商律師事務所

Commerce & Finance Law Offices

中國北京市朝阳区建国门外大街甲12号新华保险大厦6层 邮编: 100022  
電話: 8610-65693399 傳真: 8610-65693838, 65693836, 65693837, 65693839  
電子郵件: beijing@tongshang.com 網址: www.tongshang.com.cn

April 25, 2017

Autohome Inc.  
10th Floor Tower B, CEC Plaza  
3 Dan Ling Street  
Haidian District, Beijing  
The People's Republic of China

Dear Sir/Madam:

We consent to the reference to our firm under the captions of "Item 3.D—Risk Factors" in Autohome Inc.'s annual report on Form 20-F for the year ended December 31, 2016, which will be filed with the Securities and Exchange Commission in the month of April 2017, and further consent to the incorporation by reference of the summaries of our opinions under these captions into Autohome Inc.'s registration statement on Form S-8 (File No. 333-196006) that was filed on May 16, 2014.

Yours faithfully,

/s/ Commerce & Finance Law Offices  
Commerce & Finance Law Offices

April 25, 2017

Securities and Exchange Commission  
100 F Street, N.E.  
Washington, DC 20549

Ladies and Gentlemen:

We have read Item 16F of the Form 20-F of Autohome Inc. dated April 25, 2017 and are in agreement with the statements in the second and fourth paragraphs therein. We have no basis to agree or disagree with other statements of the registrant contained therein.

/s/ Ernst & Young Hua Ming LLP

Beijing, the People's Republic of China